

AGENDA / ORDRE DU JOUR

A) Declaration of Pecuniary Interest / Déclaration d'intérêts pécuniaires

B) Addendum and Agenda / Addenda 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 NBPSDHU + Alliance Centre re: Sharps

(Presenters: Katharine O'Connell (NBPSDHU) & Michael Taylor (Alliance Ctr.)

COMMITTEE OF THE WHOLE MEETING / COMITÉ PLÉNIER

D-1) General Government / Gouvernement général

D-1(a) Council Code of Conduct Policy Amendment and proposed Boards & Committees Code of Conduct (*J. Savage*)

D-1(b) Concerns re: Erosion of embankment/gully on east side of Main St. (*L. Sénécal*)

D-2) Planning / Planification NIL

D-3) Emergency Measures and Public Safety / Mesures d'urgence et sécurité publique

D-3(a) Request for 4-way stop sign at intersection of King and Fourth Streets

D-4) Economic Development / Développement économique

D-4(a) IPM Update

D-5) Social Services and Health / Services sociaux et santé NIL

D-6) Public Works / Travaux publics

D-6(a) Capital Project Update (*verbal*)

D-6(b) Update re : Roy Street (maintenance, accessibility, ditching)

D-7) Community Services / Services communautaires

D-7(a) Capital Project Update (*verbal*)

D-8) Sewer and Water / Les égouts et l'eau *NIL*

D-9) Environmental / L'environnement *NIL*

**REGULAR COUNCIL MEETING /
RÉUNION RÉGULIÈRE**

E) Unfinished Business / Affaires en marche

F) Notice of Motion / Avis de motion

G) New Business / Affaires nouvelles

G-1 Resolution to award the Request for Quote for the Supply of Winter Sand

G-2 Resolution to approve By-Law **2019/74** to amend Traffic and Parking By-Law as follows :

- (i) Schedule “**B**” – prohibit parking on public beaches & Lac Clair Road
- (ii) Schedule “**E**” - add Yield sign at Field Landfill Main Entrance
- (iii) Schedule “**F**” - reduce speed on Quesnel Road (60 km down to 50 km)

G-3 Resolution to approve By-Law **2019/75** to amend the Procedural By-Law to allow for recording of Closed Meetings of Council

G-4 Resolution to approve By-Law **2019/76** authorizing the Mayor and CAO to sign Subdivision Agreement with the Hladki Family on Tomiko Lake Road (SUBD 2016/03)

H) Information, Questions & Mayors' Report / Information, questions et rapport du Maire

H-1 Mayor's Report

I) Closed Meeting / Réunion à huis clos

J) Adjournment / Ajournement

J-1 Resolution to adopt By-law **2019/77** confirming proceedings of meeting

J-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 3, 2019**

Subject: Community Sharps Kiosk/Disposal Bin

Name: Katharine O'Connell and Michael Taylor

Address: 345 Oak Street West, North Bay, ON

Phone: Home: 705-927-1245

Business / Cell: 705-474-1400 ext. 5322

Fax:

E-Mail: katharine.oconnell@healthunit.ca

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

North Bay Parry Sound District Health Unit-Katharine O'Connell; The Alliance Centre-Michael Taylor

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

Our presentation will outline the importance of harm reduction strategies, specifically community sharps kiosks, to improve community safety and public health. A snapshot of local needle exchange statistics/trends will be provided as well as the logistics associated with installing a community sharps kiosk. This includes: costs associated with installation and pick-ups, bin maintenance, education and bin location. Our ask of council will be to financially support the cost of sharps pick-ups and disposal for a 24 hour community sharps kiosk in the community of West Nipissing. We also ask that the city support the maintenance (i.e., shoveling, garbage etc.) of the bin.

Presentation Requirements:

☐ Easel

☒ Projection Equipment

☐ 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 (delegate)
Municipality of West Nipissing
101 – 225 Holditch Street
Sturgeon Falls, ON P2B 1T1

e-mail: mducharme@westnipissing.ca or jdupuis@westnipissing.ca

Tel: 705-753-2250 • Fax: 705-753-3950

Visit ... www.westnipissingouest.ca

SCHEDULE "B" OF BY-LAW 2019/24

 AGENDA ITEM REQUEST FORM			
PLEASE PRINT CLEARLY:			
Requested Council Meeting Date:		Aug 13, 2019	
Name of Requestor:	Joanne Savage Mayor	Date submitted Aug 6, 2019	
Address:	Full mailing address		
Phone:	Home	Business / Cell	Fax
		705 498 0819	
E-Mail:			
Requested Agenda Item/Subject:		Council Code of Conduct	
Additional details / background information:		<input checked="" type="checkbox"/> see below <input type="checkbox"/> Supporting documents attached separately	
<p>Please attach/include pertinent information to support this item. This will assist staff in conducting any research or obtaining background information, which may be required to make an informed decision in the best interest of the municipality.</p> <p>As per Bill 68 all municipalities need to retain Integrity Commissioner Orientation done with council in May 2019 Section 6 Breach of Policy of the code of conduct requires amendment All appointees to committees require code of conduct</p>			
ADMINISTRATIVE APPROVAL			
STEP 1 → Submit your completed form to the CAO or designate for required review and approval. Every effort will be made to accommodate requests however the complexity of subject may require the matter to be heard on another date other than the original date requested and the requestor will be notified.			
Signature of CAO or designate:		Date:	
MUNICIPAL OFFICE USE			
STEP 2 → This form must be returned to the Clerk's office no later than 12 noon on the Wednesday preceding the Council Meeting at which the item is to be considered, subject to CAO approval and scheduling.			
Date Received:	AUGUST 6, 2019	Received from:	J. Savage
Meeting Date Requested:	AUGUST 13, 2019	Mode of Notification:	<input type="checkbox"/> in person <input type="checkbox"/> by telephone <input checked="" type="checkbox"/> by e-mail <input type="checkbox"/> other:
Processing of request:	<input type="checkbox"/> Information only <input type="checkbox"/> Action Item <input checked="" type="checkbox"/> Discussion/Action Item <input type="checkbox"/> Report Required <input type="checkbox"/> Public Hearing <input type="checkbox"/> Closed Session		
APPROVED FOR AGENDA:			
Scheduled for (date):			<input type="checkbox"/> Regular meeting <input type="checkbox"/> Committee of Whole meeting
Requestor Notification:	The above requestor _____ was notified on _____ (date)		
Action Taken:			
Notes / Comments:			

MEMORANDUM

TO: MAYOR AND COUNCIL
FROM: MELANIE DUCHARME, CLERK/PLANNER
DATE: SEPTEMBER 3, 2019
RE: UPDATE TO CODE OF CONDUCT POLICY

In December, 2019 following the election, Council elected to enact a Code of Conduct policy. At the time, Council was aware that the policy would need to be re-visited once the Integrity Commissioner was appointed.

On March 19, 2019, following the issuance of an RFP, Council enacted By-Law No. 2019/29 to establish the Office of the Integrity Commissioner and By-Law 2019/30 to appoint Patrice Cormier as the West Nipissing Integrity Commissioner.

Following sessions held with the Integrity Commissioner, the form for making a Request for Investigation was adopted by Council on May 21, 2019.

As a result of the above, changes to the originally adopted Code of Conduct Policy are required in order to bring the Code of Conduct up to date. For the purposes of clarity and to minimize confusion as to which document should be referred to, the updated Penalties section of the Code of Conduct Policy references By-Law 2019/29 which is the document which spells out, in detail, the responsibilities of the Integrity Commissioner and how investigations will take place. This document was vetted and approved by the Integrity Commissioner prior to its adoption by Council.

In addition, the Request for Investigation Form has been incorporated into the By-Law as Schedule B.

Once this document has been approved by Council, I will prepare companion document (with appropriate changes) for all Committees and Boards of the municipality.

Joie de vivre



West Nipissing Ouest

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www.westnipissingouest.ca

BY-LAW 2019/

**BEING A BY-LAW TO AMEND BY-LAW 2018/96, BEING A BY-LAW
TO ADOPT A CODE OF CONDUCT POLICY FOR COUNCIL
FOR THE MUNICIPALITY OF WEST NIPISSING**

WHEREAS: at the meeting held on December 13, 2018, Council adopted By-Law **2018/96** to establish a Code of Conduct for Council;

AND WHEREAS: at the meeting held on March 19, 2019; Council adopted By-Law **2019/29** to establish the Office of the Integrity Commissioner for the Municipality of West Nipissing which includes the responsibilities thereof;

AND WHEREAS: at the meeting held on May 21, 2019; Council passed resolution no 2019/177 approving the 'Request for Investigation – Code of Conduct for Council' form;

AND WHEREAS: the Council of the Corporation of the Municipality of West Nipissing deems it expedient to update the Code of Conduct for Council to reflect the proper process including required forms;

NOW THEREFORE the Council of the Corporation of the Municipality of West Nipissing hereby enacts :

1. SCHEDULES

THAT the updated schedules attached hereto shall replace previous versions; which same schedules will form part of this by-law:

- (a) **Schedule "A"** - Code of Conduct for Council.
- (b) **Schedule "B"** – Request for Investigation –Code of Conduct for Council

3. THAT this by-law shall take effect on the date it is enacted.

**ENACTED AND PASSED THIS rd DAY OF SEPTEMBER, 2019 AS WITNESSED BY THE SEAL OF
THE CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.**

JOANNE SAVAGE
MAYOR

MELANIE DUCHARME
CLERK

SCHEDULE “A”
to
BY-LAW 2019/___

**CODE OF CONDUCT
FOR COUNCIL**

Amendment: September 3, 2019

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1. PURPOSE

The purpose and intent of this policy is to establish guidelines for ethical and interpersonal standards of conduct for Members of Council by improving the quality of public administration and governance and by encouraging high standards of conduct on the part of all government officials to:

- (a) Protect the public interest.
- (b) Promote high ethical standards among Municipal Council Members.
- (c) Encourage a universal understanding of the fundamental rights, privileges, and obligations of Municipal Council Members and members of local boards and committees.
- (d) Provide a means for Municipal Council Members to obtain authorization for some contemplated conduct in circumstances where they are uncertain as to the ethical appropriateness of that conduct.
- (e) Set out the means of correcting unethical conduct.
- (f) Municipal Council Members and Members of local boards and committees hold positions of privilege. Therefore, they must discharge their duties in a manner that recognizes a fundamental commitment to the well-being of the community and regard for the integrity of the Corporation.
- (g) The importance of Policy:
 - (i) ensures equitable treatment of citizens;
 - (ii) ensures equitable treatment of employees;
 - (iii) communicating corporate priorities to employees;
 - (iv) ensuring compliance with statutory requirements;
 - (v) minimize liability risks;
 - (vi) ensures accountability at all levels;
 - (vii) ensures optimal use of available resources;

2. DUTY OF COUNCIL

This Code of Conduct is a public declaration of the principles of good conduct and ethics (standards of behavior) "that the Members of the West Nipissing Council have decided its' stakeholders could reasonably expect of Members of Council to demonstrate in the performance of our responsibilities as elected community representatives".

Attaining an elected position within one's community is a privilege which carries significant responsibilities and obligations. Members of Council are held to a high standard as leaders of the community and they are expected to become well informed on all aspects of municipal governance, administration, planning and operations. They are also expected to carry out their duties in a fair, impartial, transparent and professional manner. The key stakeholders, although obvious at first, represent a broad base of interests and concerns which require fair and open attention, adjudication and disposition.

These key stakeholders include but are not limited to:

- (a) Residents
- (b) Ratepayers
- (c) Other Members of Council
- (d) Staff
- (e) Local Boards and Committees
- (f) Province of Ontario
- (g) School Boards and other Public Agencies
- (h) Suppliers
- (i) Chambers of Commerce

To assist the Municipality of West Nipissing Council in interacting effectively with all stakeholders, the following obligations are expected of each **Member of Council**:

- (a) That they solemnly promise, declare and carry out their responsibilities as prescribed in the oath of office.

- (b) That they familiarize themselves with and follow the Procedural By-law for Council and its Committees.
- (c) That they follow the provisions of the *Municipal Act, as amended*, and read and follow the *Municipal Conflict of Interest Act* under E-laws: <http://www.e-laws.gov.on.ca/index/html>

3. POLICY STATEMENT

Local Government is an open, accessible, and accountable form of government. The relationship of public trust and mutual respect that has evolved between government and the public requires high standards of ethical conduct by municipal Council Members.

4. DEFINITIONS

- (a) “**Chief Administrative Officer**” means an employee who is responsible for exercising general control or management of the administration and affairs of the Municipality and other duties as directed by Council.
- (b) “**Child**” includes a child born within or outside of marriage and includes an adopted child and a person to whom the Member has demonstrated a settled intention to treat as a child of his or her family.
- (c) “**Closed/In-Camera Meeting**” means any meeting of Council, Committee of the Whole, Standing Committee or Board that is closed to the public in accordance with section 239(2), (3) or 3.1) of the *Municipal Act, 2001*.
- (d) “**Confidential Information**” includes information in the possession of, or received in confidence by the Municipality, that the Municipality is prohibited from disclosing, that the Municipality is required to refuse to disclose, or that the Municipality chooses not to disclose, under the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), or other legislation or policy of the Municipality. Without limiting the generality of the foregoing, Confidential Information also includes all information concerning matters dealt with at closed meetings, information that is marked as "confidential", information obtained by the Member by virtue of their position as a Member that is not in the public domain, or information that is otherwise determined to be confidential by the Chief Administrative Officer, Clerk or as specifically declared by Council.
- (e) “**Council**” means the Council of the Municipality of West Nipissing;
- (f) “**Ethically**” means behaving in a manner characterized by honesty, fairness and equality in interpersonal relationships and with respect for the dignity and rights of other people.
- (g) “**Family Member**” includes:
 - (i) A Spouse of the Member;
 - (ii) Child of the Member;
 - (iii) A Parent of the Member;
 - (iv) A Sibling of the Member, whether by birth, marriage or adoption;
 - (v) A Grandchild, grandparent, aunt, uncle, niece or nephew of the Member;
 - (vi) A Parent-in-law of the Member; and
 - (vii) Any person who lives with the Member on a permanent basis.
- (h) “**Gift**” means any cash or monetary equivalent, fee, object of value, service, personal benefit, travel and accommodation or entertainment. A gift does not include remuneration.
- (i) “**Harassment**” includes, but is not limited to, engaging in a course of vexatious or unwanted comment or conduct that is known or ought reasonably to be known to be unwanted and includes Sexual Harassment as defined in the *Occupational Health and Safety Act*, as amended from time to time.
- (j) “**Integrity Commissioner**” shall mean any Integrity Commissioner, appointed from time to time, by the Council for the Municipality of West Nipissing, pursuant to Section 223.1 of the *Municipal Act, 2001* the responsibilities of whom are more particularly described in *By-Law No. 2019/29, being a By-Law to Establish the Office of the Integrity Commissioner and a Process for the Hearing of Complaints Regarding Elected Officials in the Municipality of West Nipissing*
- (k) “**Member of Council**” or “**Member**” includes an elected member of the Municipal Council;

- (l) **"Municipality"** means the Corporation of the Municipality of West Nipissing.
- (m) **"Parent"** includes those persons who demonstrated a settled intention to treat as a child the Member, whether or not the Member is their natural child.
- (n) **"Spouse"** means a person to whom the Member is married or with whom the Member is living in a conjugal relationship outside of marriage.
- (o) **"Staff"** includes anyone employed by the Municipality, including full-time, part-time, temporary, casual or seasonal Staff, contract Staff, students and volunteers (in accordance with the *Municipal Act*, Council Members are not considered employees of the Municipality).

5. RESPONSIBILITIES

(1) Statement of Commitment

The Members of the Corporation of the Municipality of West Nipissing Council are committed to discharging our duties conscientiously and to the best of our ability.

In the performance of our community role we will act with honesty and integrity and generally conduct ourselves in a way that both generates community trust and confidence in us as individuals and enhances the role and image of the Council and local government generally.

In addition to all legislative requirements, we the Members of the Corporation of the Municipality of West Nipissing Council have adopted the requirements of this Code of Conduct and ethics are standards that we will adopt in the performance of our role.

(2) Standard of Conduct

- (a) Members must not make improper use of information acquired or have improper use of their position as a Member of Council;
- (b) Members are to act honestly and with reasonable care and exercise due diligence in the performance and discharge of official functions and duties;
- (c) Members shall, at all times, seek to advance the common good of the community which they serve and act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality is not compromised;
- (d) Members shall truly, faithfully and impartially exercise the office to the best of their knowledge and ability; and
- (e) Members shall perform the functions of office in good faith, honestly and in a transparent manner.

(3) Conduct to be observed

(a) Statutory Provisions Regulating Conduct

This *Code of Conduct* is supplemental to the existing statutes governing the conduct of members. Legislation governing the conduct of Members includes:

- (i) *Municipal Act, 2001*;
- (ii) *Municipal Conflict of Interest Act*;
- (iii) *Municipal Elections Act, 1996, as amended*;
- (iv) *Municipal Freedom of Information and Protection of Privacy Act*;
- (v) *Provincial Offences Act*;
- (vi) Ontario Human Rights Code
- (vii) *Ontario Occupational Health and Safety Act*
- (viii) Criminal Code of Canada

(b) Municipal Act 2001, as amended – Legislated Responsibilities

The following are distinct and specialized roles carried out by Council as a whole and by individual Councilors when performing their other roles. The key requirements of these roles are captured as noted under 3. c).

(c) Role of Council as noted under Section 224. 2006, c. 32, Sch. A, s.99

- (i) to represent the public & to consider the well-being & interests of the municipality;
- (ii) to develop and evaluate the policies and programs of the municipality;

- (iii) to determine which services the municipality provides;
- (iv) to ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of the Council;
- (v) to ensure the accountability and transparency of the operations of the municipality, including the activities of the senior management of the municipality;
- (vi) to maintain the financial integrity of the municipality; and
- (vii) to carry out the duties of council under this or any other Act.

Role of Head of Council as noted under Section 225. 2006, c. 32, Sch. A, s. 100

- (i) to act as Chief Executive Officer of the municipality;
- (ii) preside over Council meetings so that its business can be carried out efficiently and effectively;
- (iii) to provide leadership to the Council;
- (iv) without limiting clause (iii), to provide information and recommendations to the Council with respect to the role of Council described in 224 (d) and (d.1);
- (v) to represent the municipality at official functions; and
- (vi) to carry out the duties of the head of Council under this or any other Act.

Role of Officers and Employees as noted under Section 227. 2006, c.32, Sch. A, s.100

- (i) to implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions;
- (ii) to undertake research and provide advice to Council on the policies and programs of the municipality; and
- (iii) to carry out other duties required under this or any Act and other duties assigned by the municipality.

Role of Integrity Commissioner as noted in S.223.1

- (i) The application of the code of conduct for members of council and the code of conduct for members of local boards.
- (ii) The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
- (iii) The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
- (iv) Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
- (v) Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
- (vi) Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
- (vii) The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*. 2017, c. 10, Sched. 1, s. 19 (1).

All responsibilities set out in this section of the document, including the new section are taken directly from the Municipal Act, 2001.

(4) Confidentiality

Every municipal Council Member must hold in strict confidence all information of a confidential nature acquired in the course of his or her term with the municipality.

Without restricting the scope of this rule, the following shall be considered breaches of the Code of Conduct:

- (a) To use confidential information, which is not available to the general public, and to which Members of Council have access by reason of his/her position with the municipality to further his/her personal interests or the interests of others.
- (b) To disclose, either directly or indirectly, release, make public or in any way divulge any such information (verbal or written) or any aspect of the in "Closed Session" deliberations to anyone, unless expressly authorized by Council or required by law to do so.
- (c) To disclose to unauthorized persons confidential information to which the Member of Council has access by reason of his/her position as a Member of Council with the municipality.
- (d) Members shall comply with the *Municipal Freedom of Information and Protection of Privacy Act* at all times. Public comments, discussions and disclosures to the media regarding employees of individuals that breach a person's privacy is deemed to be a contravention of this Code of Conduct.

(5) Personal Gain

- (a) Members may not use their position, privileges, or confidential information obtained as a result of their position for private gain or to improperly benefit another person.
- (b) Members may not be a party to or beneficiary under a contract for:
 - (i) the provision of goods or services to the municipality; or
 - (ii) the performance of any work otherwise than as a Councillor for the municipality;
- (c) A Member may not obtain a financial interest in any business of the municipality; or
- (d) A Member may not appear on behalf of any other person before the Council or a Committee for a fee or other consideration.

(6) Respect the Decision Making Process

All Members shall communicate accurately the decision of Council or Committees, in such a manner that shows respect for the decision making process of Council or Committees whether they agree or not.

(7) Conduct Respecting Staff

Only Council as a whole, where applicable, has the authority to approve budget, policy, Committee processes and other such matters. Accordingly, Members shall direct requests outside of Council or Committees approved budgets. Unless an emergency, all Staff responses will be provided during regular work hours.

- (a) Under the direction of the CAO or designate, staff serves the Council as a whole and the combined interests of all members as evidenced through the decisions of Council.
- (b) Members shall be respectful of the role of staff to advise based on political fairness, and objectivity, and without due influence from any individual member or group of the Council.
- (c) No Member shall maliciously or falsely harm the professional or ethical reputation or the prospects or practice of staff. All Members shall show respect for the professional capacities of the staff of the Municipality of West Nipissing.
- (d) No Member shall compel staff to engage in partisan political activities or be subjected to threats or discrimination for refusing such activities.
- (e) Members shall not use or attempt to use their authority or influence for the purpose of intimidating, threatening, coercing, commanding or influencing any staff member with the intent of interfering with the person's duties including the duty to disclose improper activity.
- (f) **No Member shall:**
 - maliciously or falsely injure the professional or ethical reputation by spreading malicious rumours;
 - cause persistent, excessive nit-picking, unjustified criticism and constant scrutiny;
 - exclude or ignore the target;
 - refuse to acknowledge the target or his/her contributions;
 - undermine the target's efforts by setting impossible goals and deadlines; and
 - impede or have influence on an employee's effort in advancing, promotions or transfers.

(8) Interpersonal Behaviour of Members

(a) Treat Every Person with Dignity, Understanding and Respect

Members shall abide by the provisions of the *Human Rights Code* and, in doing so, shall treat every person including other Members of Council, Committees, Boards, corporate employees, individuals providing services on a contract basis and the public with dignity, understanding and respect for the right to equality and the right to an environment that is safe and free from harassment and discrimination.

(b) Not to Discriminate

Members shall not discriminate against anyone on the basis of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or disability. "Age", "disability", "family status", "record of offences", "same sex partnership status" shall be as defined in the *Human Rights Code*.

(c) Not to Engage in Harassment

Members shall not:

- (i) make racial, homophobic, sexist or ethnic slurs;

- (ii) display pornographic, homophobic, sexist, racist or other offensive or derogatory material;
- (iii) make leering (suggestive staring) or other offensive gestures;
- (iv) make written or verbal abuse or threats;
- (v) vandalize the personal property of others;
- (vi) commit physical or sexual assault;
- (vii) make unwelcome remarks, jokes, innuendos or taunting statements about a person's physical appearance, racial background, colour, ethnic origin, place of origin, citizenship, ancestry, creed (religion or belief), sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, disability (physical or mental);
- (viii) make unwelcome remarks, insulting gestures or jokes which cause embarrassment or awkwardness;
- (ix) refuse to converse or interact with anyone because of their racial or ethnic background, colour, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or disability;
- (x) make unnecessary or unwanted physical contact, including touching, patting, or pinching; or
- (xi) demand sexual favours or requests.

(9) Gifts, Hospitality and other Benefits

The objective of these policies is to ensure that Members decisions are based on impartial and objective assessment of each situation free from influence of gifts, favours, hospitality or entertainment.

- (a) The stipend paid to each Member of Council is intended to fully remunerate Members for service to the Corporation.
- (b) Members are prohibited from soliciting, accepting, offering or agreeing to accept a gifts of any kind, personally or through a family member or business connection, that is connected directly or indirectly with the performance of duties of office or dealings with the municipality or could reasonably be construed as being given in anticipation of future or recognition of past "special consideration".
- (c) The above policy does not preclude Members of Council from accepting:
 - (i) Token gifts, souvenirs, mementoes or hospitality received in recognition for service on a committee for speaking at an event or for representing the Corporation at an event;
 - (ii) Political contributions that are otherwise offered, accepted and reported in accordance with applicable law;
 - (iii) Food and beverages at meetings, banquets, receptions, ceremonies or similar events;
 - (iv) Food, lodging, transportation, entertainment provided by other levels of government, by other local governments or by local government boards or commissions;
 - (v) A stipend from a board or commission that the Councillor serves on as a result of an appointment by Council;
 - (vi) Reimbursement of reasonable expenses incurred in the performance of office;
 - (vii) Reimbursement of reasonable expenses incurred and honorariums received in the performance of activities connected with municipal associations;
 - (viii) Gifts of a nominal value that are received as an incident of protocol or social obligation that normally and reasonably accompany the responsibility of the office;
 - (ix) Services provided without compensation by persons volunteering their time for election campaign.
- (d) Where it is not possible to decline unauthorized gifts, Members shall report the matter to the Chief Administrative Officer. The Chief Administrative Officer may require that the gift be returned to the sender with an acknowledgement of the return and reference to this Code of Conduct or be retained by the Corporation or be disposed for charitable purposes.
- (e) Members shall not place themselves in a position of obligation to any person or organization which might reasonably benefit from special consideration or may seek preferential treatment.

(10) Use of Municipal Property, Services and Other Resources

- (a) No Member shall for personal purposes or profit, use or permit the use of any Municipal property, equipment, services, or supplies other than for purposes connected with the discharge of Municipal duties or associated community activities of which Council has been advised, unless the use is reasonable and incidental personal use of equipment such as computers, fax machines, cell phones, tablets etc., where the Municipality incurs no additional costs relating to such use, and the use is of limited duration and frequency.

- (b) No member shall utilize Municipal equipment, such as computers, tablets, phones or other technological devices for intentionally making, accessing, downloading, uploading or saving inappropriate material which includes, but is not limited to, (i) pornographic, violent or hate material, or (ii) statements which are derogatory, defamatory, harassing, fraudulent or threatening.
- (c) This policy does not apply to the use of Municipal property and facilities where such use is universally known to be available to other residents upon request and on equal terms.
- (d) No Member shall obtain financial gain from the use of Municipally developed intellectual property, computer programs, technological innovations or other patentable items, while an elected official or thereafter. All such property remains the exclusive property of the Municipality.

(11) Conflict of Interest

- (a) Members must be familiar with and comply with the *Municipal Conflict of Interest Act*, as amended. It is the responsibility of each Member, not Staff, to determine whether they have a direct or indirect pecuniary interest with respect to matters arising before Council, a Board or Committee. Each Member shall determine whether he or she has a direct or indirect pecuniary interest and shall at all times comply with the Act.
- (b) For purposes of this Code, a pecuniary interest, direct or indirect, of a Family Member of the Member shall be deemed to also be the personal/pecuniary interest of the Member. All Members shall declare a conflict of interest where they or their Family Member has a pecuniary interest in a matter and shall take all of the actions prescribed in the *Municipal Conflict of Interest Act* as if the Act applied to that interest.
- (c) In addition to pecuniary interests, Members must perform their duties impartially, such that an objective, reasonable observer would conclude that the Member is exercising their duties objectively and without undue influence. Each Member shall govern their actions using the following as a guide:
 - (i) in making decisions, always place the interests of the taxpayers and the Municipality first and, in particular, place those interests before your personal interests and the interests of other Members, staff, friends, business colleagues or Family Members;
 - (ii) interpret the phrase "conflict of interest" broadly and with the objective of making decisions impartially and objectively;
 - (iii) if there is doubt about whether or not a conflict exists, seek the advice of the Integrity Commissioner or legal counsel;
 - (iv) do not make decisions that create an obligation to any other person who will benefit from the decision;
 - (v) do not make decisions or attempt to influence any other person for the purpose of benefitting yourself, other Members, Staff, friends, business colleagues or Family Members, or any organization that might indirectly benefit such individuals;
 - (vi) do not put yourself in the position where a decision would give preferential treatment to other Members, Staff, friends, business colleagues or Family Members, or any organization that might indirectly benefit such individuals; and
 - (vii) do not promise or hold out the prospect of future advantage through your influence in return for a direct or indirect personal interest.
- (d) Direct or indirect personal interests do not include:
 - (i) a benefit that is of general application across the Municipality;
 - (ii) a benefit that affects a Member or his or her Family Members, friends or business colleagues as one of a broad class of persons; or
 - (iii) the remuneration of Council, a Member or benefits available to Council or Members.
- (e) Every Member has the following obligations:
 - (i) To make reasonable inquiries when there is reason to believe that a conflict of interest may exist;
 - (ii) To make Council or the Board or Committee aware of the potential conflict of interest and where appropriate declare the interest;
 - (iii) To refuse to participate in the discussion of Council, the Board or Committee and to not vote on the matter or seek to influence the vote of any other Member where a conflict of interest exists;
 - (iv) To refuse to be involved in any way in the matter once the conflict is identified, including without limitation participating in meetings, facilitating meetings or introductions to Staff or Members or providing advice to any person that would materially advance the matter; and

- (v) If the matter which creates the conflict of interest is discussed in closed session, the Member may not attend that portion of the closed session where that matter is discussed.

6. BREACH OF POLICY

- (a) Any person ~~member of Council including the Mayor~~ may submit a confidential written allegation of a breach of the Code of Conduct for Council to the Integrity Commissioner, in the form attached hereto, which form was adopted by Resolution No. 2019-177
- (b) The Integrity Commissioner shall receive the Request for Investigation and shall carry out an investigation pursuant to the provisions of By-Law No. 2019/29;
- ~~(c) Any member including the Mayor may submit a confidential written allegation of a breach of the Code of Conduct for Council to the Chief Administrative Officer.~~
- ~~(d) The Chief Administrative Officer shall hold the allegation in confidence and shall place the personal matter on the next Regular or Special Meeting of Council Agenda in Closed Session.~~
- ~~(e) Should Council determine that a Member has potentially breached a policy of the Code of Conduct, Council shall rise and report that such a determination has been made and pass a resolution as to the outcome and the consequences for such breach.~~
- ~~The breach shall be ratified by resolution in Open Session of Council.~~
- ~~(f) The penalties for a member who contravenes the Code of Conduct or other procedures, rules or policies governing the Member's ethical behavior shall be in accordance with the penalties pursuant to Section 223.4.(5) of the Municipal Act, 2001 and this Code of Conduct.~~
- ~~(g) Pursuant to Section 223.3 of the Municipal Act, 2001, the Municipality of West Nipissing shall appoint an Integrity Commissioner who reports to Council and the Integrity Commissioner shall be appointed by By-law of the Municipality.~~
- ~~(h) The Integrity Commissioner shall operate independently of Council in accordance with all of the authority and powers granted by the Municipal Act.~~
- ~~(i) The Integrity Commissioner may delegate his or her duties and powers to any person, other than a Member. The delegation shall be in writing, shall be disclosed to the Clerk and shall set out the precise delegation, including the duration of the delegation.~~
- ~~(j) Any delegation shall be at the sole discretion of the Integrity Commissioner, provided that the delegate is qualified and capable of independently undertaking the work.~~
- ~~(k) The Integrity Commissioner shall make an assessment prior to undertaking any investigation as to whether the complaint gives rise to the need for another entity to undertake an investigation. In those circumstances where the allegations disclose a potential Criminal Code offence or the breach of other legislation (other than the Municipal Conflict of Interest Act), the Integrity Commissioner shall refer the investigation to the appropriate entity and shall not conduct his or her own investigation unless the entity determines that no investigation is required.~~
- ~~(l) The Integrity Commissioner shall prepare and submit to Council an Annual Report that shall include at a minimum:~~
 - ~~a) A break down of costs incurred for the following categories of work performed (advice/investigations/dispute resolution/training);~~
 - ~~b) A summary of the nature of requests made and the resolution of the matters, without providing any confidential information in the Report; and~~
 - ~~c) Any recommendations for improvements to this Code or processes or any procedure, rule or policy of the Municipality governing the ethical behavior of the Member.~~
- ~~(m) Should a breach occur consequences for such breach may include, but are not limited to, removal from Committee assignments either permanently or for an interim period, barring the Member from attendance at closed session meetings either permanently or for an interim period, "barring" the Member from being circulated / informed of confidential materials/matters, or demand of an apology.~~
- (n) All breaches under this By-Law will be treated fairly and in keeping with the severity of the infraction giving due regard to the individual's previous conduct.
- (o) Nothing in this section restricts or attempts to countermand a Member's legal right to challenge any decision by Council through established legal channels.

The stricken information is replaced by provisions contained in by-law 2019/29



7. ACKNOWLEDGMENT

SIGNATORY PAGE

I, the undersigned Member of Council for the Municipality of West Nipissing hereby acknowledge receipt of a copy of By-law 2018/96, as amended, being the "Code of Conduct By-law".

Signature of Member:	Date of Signature:
Printed Member Name:	

NOTE:

The Member acknowledges that a copy of By-law 2018/96, as amended, containing the Code of Conduct Policy for Council was provided to the Member. One signed copy of the "ACKNOWLEDGMENT" was returned to the Clerk and the Member of Council retained a complete copy of the By-law.

**SUPPORTING
DOCUMENTATION
FOR
AMENDMENTS TO
CODE OF CONDUCT
FOR COUNCIL**



BY-LAW 2019/29

**BEING A BY-LAW TO ESTABLISH THE OFFICE OF THE INTEGRITY COMMISSIONER
AND A PROCESS FOR HEARING COMPLAINTS REGARDING
ELECTED OFFICIALS OF THE MUNICIPALITY OF WEST NIPISSING**

WHEREAS Section 223.3 of the Municipal Act, 2001, S.O. 2001, c.25, authorizes the Municipality of West Nipissing (the "Municipality") to appoint an Integrity Commissioner who performs functions with respect to the application of the Code of Conduct for Members of Council and other procedures, rules or policies governing their ethical behavior;

AND WHEREAS Section 223.4 to 223.8 of the Municipal Act, 2001, S.O. 2001, c.25 provide that an Integrity Commissioner appointed under section 223.3 has certain powers, duties and protections, including the powers of a commission under Sections 33 and 34 of the Public Inquiries Act, 2009, S.O. 2009, c. 33, Sched. 6, the duty to preserve secrecy with respect to all matters that come to their knowledge in the course of performing their functions, and the protection of not being a competent or compellable witness in a civil proceeding in connection with anything done under Part V.1 of the Municipal Act, 2001;

AND WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001, c.25, authorize the Municipality to pass by-laws necessary or desirable for municipal purposes, and in particular subsection 11(2) 2 authorizes by-laws respecting the accountability and transparency of the municipality and its operations;

AND WHEREAS Sections 23.1 and 23.2 of the Municipal Act, 2001, S.O. 2001, c.25, authorize the Municipality to delegate its powers and duties, including legislative and quasi- judicial powers under the Municipal Act, 2001, S.O. 2001, c.25 to an individual who is an officer, employee or agent of the Municipality;

AND WHEREAS The Municipality of West Nipissing desires to provide for an Integrity Commissioner to help ensure that Members of Council conform to ethical standards of behavior in carrying out their duties and are held to account for the adherence to the Code of Conduct and any other applicable procedures, rules or policies;

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

1.0 DEFINITIONS

- 1.1 **"Censure"** means an official expression of disapproval or condemnation;
- 1.2 **"Clerk"** shall mean the Clerk of the Municipality of West Nipissing;
- 1.3 **"Chief Administrative Officer"** shall mean the Chief Administrative Officer of the Municipality of West Nipissing;
- 1.4 **"Code of Conduct"** means Council Code of Conduct as it applies to Members of the West Nipissing Municipal Council as approved by Council and as it existed on the date of the event or events giving rise to a complaint;
- 1.5 **"Complaint"** means a request by a legal person that the Integrity Commissioner conduct an inquiry into an event or series of events alleged to contravene the Code of Conduct or any other procedures, rules or policies governing the ethical behavior of Members of Council. Except as provided, must include a sworn/affirmed affidavit;
- 1.6 **"Complainant"** means a person who makes a complaint;
- 1.7 **"Council"** shall mean the elected officials who constitute the Municipality of West Nipissing Council;
- 1.8 **"Employee"** shall mean a person employed by the Municipality, including those employed on personal service contracts and volunteers, but does not include members of Council;

- 1.9 **"Good Faith"** shall mean accordance with standards of honesty, trust and sincerity;
- 1.10 **"Integrity Commissioner"** shall mean the person appointed by Council to provide independent and consistent complaint investigation and resolution services respecting the application of the Code of Conduct;
- 1.11 **"Member"** means any Member of Council, and includes the Mayor;
- 1.12 **"Municipal Act"** means the Municipal Act, 2001, S.O. 2001, Chapter 25;
- 1.13 **"Municipality"** means the Corporation of the Municipality of West Nipissing;
- 1.14 **"Municipal Elections Act"** means the Municipal Elections Act, 1996, S.O. 1996, c. 32, Schedule.
- 1.15 **"MFIPPA"** means the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M56, as amended; and,
- 1.16 **"Public Inquiries Act"** means the Public Inquiries Act, 2009, S.O. 2009, c. 33, Sched. 6

2.0 APPOINTMENT OF INTEGRITY COMMISSIONER

- 2.1 Council shall appoint an Integrity Commissioner to investigate alleged breaches of the Code of Conduct or any other procedures, rules or policies governing the ethical behavior of Members of Council. The candidate search, screening and hiring process shall be led by the Clerk of the Municipality of West Nipissing. The recommended candidate for Integrity Commissioner will be reviewed by the Municipal Clerk and will be referred to Council for its approval.
- 2.2 Without limiting Council's authority to appoint an individual as Integrity Commissioner, the Integrity Commissioner may be:
- 2.3 Retained by Council on a term contract consisting of "fee for service" or a "retainer plus fee for service" basis;
- 2.4 Cross-appointed by Council together with one or more other municipal councils as the Integrity Commissioner for all of the municipalities.
- 2.5 The Integrity Commissioner shall complete any inquiry begun during his or her term notwithstanding the expiry of the term and this By-law shall continue to apply with all the necessary modifications.
- 2.6 The Integrity Commissioner may be removed before the expiry of his or her term of office, only for cause. In order to determine if cause exists, Council shall first receive legal advice from external legal counsel regarding same.

3.0 ROLE OF INTEGRITY COMMISSIONER

- 3.1 The role of the Integrity Commissioner is to help ensure that Members perform their functions in accordance with the Code of Conduct and other procedures, rules or policies governing their ethical behavior. In addition, the Integrity Commissioner may, upon request of Council or a Member, provide advice and rulings on ethical challenges, issues and dilemmas, as detailed by section 5.1 c) or 5.1 d).

4.0 DUTIES OF INTEGRITY COMMISSIONER

- 4.1 The Integrity Commissioner shall have the following responsibilities:
- a) At least once per term of Council, deliver an oral presentation to Members of Council and local boards regarding the role of the Integrity Commissioner and ethical obligations and responsibilities of Members under the Code of Conduct and any other procedures, rules or policies governing their ethical behavior.
 - b) Upon request, provide advice, in writing, to individual Members regarding their ethical

obligations and responsibilities under their Code of Conduct and any other procedures, rules or policies governing their ethical behavior.

- c) Upon request, provide advice and recommendations to Council regarding amendments to the Code of Conduct and any other procedures, rules or policies governing their ethical behavior.
- d) Prepare and deliver an annual report to Council containing a summary of activities, if any, during the previous calendar year.
- e) Serve as a proactive educator for Council, Members of local boards, the Municipality and the public about the Municipality's Code of Conduct for Members of Council and Members of local boards and about the Municipal Conflict of Interest Act.

5.0 MAKING A COMPLAINT

- 5.1 Any legal person may act as a Complainant.
- 5.2 Complaints can be made in accordance with the current Council Code of Conduct, directly with the Integrity Commissioner, Chief Administrative Officer or designate.
- 5.3 Where a complaint is filed with the Chief Administrative Officer, that individual is to forward the complaint to the attention of the Integrity Commissioner, without added comment, on a forthwith basis.
- 5.4 A complaint shall not be made available to the public except as may be required under the MFIPPA or as completed by Order of Court.

6.0 LIMITATION PERIOD

- 6.1 Except as provided for in this section, the Integrity Commissioner shall not proceed with an inquiry in regard to a complaint which is filed more than 180 days after the date when the event or the last event of a series of events in which are the subject matter of the complaint occurred.
- 6.2 Notwithstanding Section 6.1 the Integrity Commissioner may proceed with an inquiry in regard to a complaint which is filed after the expiry of the time limit under Section 6.1 if the Integrity Commissioner is satisfied that:
 - a) The delay was incurred in good faith;
 - b) It is in the public interest to proceed with an inquiry; and,
 - c) No substantial prejudice will result to any person because of the delay.
- 6.3 A complainant is deemed to have known the matters referred to in Section 6.1 on the date the event, or series of events, occurred, unless the contrary is proven, the onus of proof lies upon the complainant.

7.0 CONDUCT OF INQUIRY

- 7.1 When a complaint is received by the Integrity Commissioner, he or she shall conduct an inquiry promptly, thoroughly and in a manner that ensures the Member(s) who is the subject of the complaint is given an opportunity to know the nature of the complaint against him or her and to make representation respecting the complaint to the Integrity Commissioner
- 7.2 Information concerning the nature of a complaint disclosed to a Member shall be used by the Member only for the purpose of making representations respecting the complaint to the Integrity Commissioner and not for any other purpose.
- 7.3 In conducting an inquiry into a complaint regarding a Member, the Integrity Commissioner may exercise any power given to him or her under this By-law or under Part V.1 of the Municipal Act, 2001 including the power to conduct or not conduct an inquiry under the Public Inquiries Act, 2009.
- 7.4 If the Integrity Commissioner is satisfied that a complaint regarding a Member does not contain sufficient information to set out a prima facie contravention of the Code of Conduct or

other procedures, rules or policies governing a Member's ethical behavior, he or she shall stay the inquiry into the complaint.

- 7.5 Before staying an inquiry under Subsection 7.4 the Integrity Commissioner shall give the complainant an opportunity to provide additional information respecting the complaint and in doing so shall explain to the complainant what additional information would be required to set out a prima facie contravention of the Code of Conduct or other procedures, rules or policies governing a Member's ethical behavior.
- 7.6 Where the complainant provides additional information under Section 7.5 the Integrity Commissioner shall consider all of the information provided and shall reassess whether there is sufficient information to set-out a prima facie contravention of the Code of Conduct or other procedures, rules or policies governing a Member's ethical behavior.
- 7.7 Where the Integrity Commissioner has stayed an inquiry into a complaint and, after the stay, additional information is provided which, on its own or together with the information provided before the stay, sets out a prima facie contravention of the Code of Conduct or other procedures, rules or policies governing a Member's ethical behavior, the Integrity Commissioner shall lift the stay and conduct the inquiry.
- 7.8 If the Integrity Commissioner is satisfied, after considering the information contained in a complaint and any other relevant information, that a complaint regarding a Member is frivolous, vexatious or not made in good faith, he or she shall not conduct an inquiry, or where that becomes apparent in the course of an inquiry, shall terminate the inquiry.
- 7.9 Where, pursuant to Section 7.4 the Integrity Commissioner decides not to proceed with an inquiry he or she shall prepare and file a report under Section 8.1 which applies with necessary modifications, setting out that decision.

8.0 MEMBER RESPONSIBILITIES DURING INVESTIGATIONS

- 8.1 Where the Integrity Commissioner has received a complaint regarding a Member, he or she shall, on the earliest date after he or she has made a decision and no later than 60 days after receiving the complaint, prepare and file with the Chief Administrative Officer a report to Council regarding their inquiry into the complaint.
- 8.2 The Integrity Commissioner may make interim report(s) to Council where necessary and as required to address any issues of interference, obstruction, delay or retaliation encountered during the investigation.
- 8.3 Where, in the opinion of the Integrity Commissioner, it is not possible to prepare and file a report to Council within the time set out in Section 8.1 shall advise Council of this together with:
 - a) The reasons for their inability to prepare and file the report; and,
 - b) The date on or before which the report will be prepared and filed.
- 8.4 The Integrity Commissioner shall provide a copy of their report filed under Section 8.1 to the complainant, to the Member who is the subject of the complaint and to all other Members at the same time as filing the report with the Chief Administrative Officer.
- 8.5 The report filed under Section 8.1 shall include:
 - a) The nature of the complaint;
 - b) If the complaint was filed after the expiry of the time limit under Section 6.1, the Integrity Commissioner's findings regarding Sections 6.3 and 6.4, which findings shall be in accordance with the civil standard of the balance of probabilities;
 - c) The evidence gathered from the complaint and from the inquiry;
 - d) The Commissioner's findings of fact regarding the complaint which findings shall be made in accordance with the civil standard of the balance of probabilities;
 - e) The Commissioner's decision, based on the findings of fact, that the Member contravened or did not contravene the Code of Conduct or other procedures, rules or policies governing a Member's ethical behavior;
 - f) Where the Commissioner decides that the Member has contravened the Code of Conduct

or other procedures, rules or policies governing the Member's ethical behavior, the penalty under Section 9.1, if any, to be imposed, including a copy of a letter of reprimand, if imposed, or a copy of the notice of suspension of remuneration, if imposed.

- 8.6 Where the Integrity Commissioner's delegate under Section 11.1 decides that a Member has contravened the Code of Conduct or other procedures, rules or policies governing the Member's ethical behavior, but that the Member was acting in accordance with the Commissioner's advice given under Section 4.1 c) and had, before receiving this advice, disclosed to the Commissioner all the relevant facts that were known to the Member, the delegate shall so state in the report under Section 8.1 and no penalty shall be imposed.
- 8.7 Where the Integrity Commissioner recommends a penalty suspending the remuneration paid to a Member, and Council approves the recommendation, the Municipal Clerk shall notify the Treasurer of the suspension and the time period of the suspension.
- 8.8 The Treasurer shall ensure the remuneration of the Member is suspended in accordance with the notice of the Municipal Clerk under Section 8.5 f).
- 8.9 Where the Integrity Commissioner has filed a report in respect of an inquiry with the Municipal Clerk under Section 8.1 the Municipal Clerk shall place the report on the next available Council Agenda as an information item.

9.0 PENALTIES

- 9.1 The penalties for a Member who contravenes the Code of Conduct or other procedures, rules or policies governing the Member's ethical behavior shall be in accordance with the penalties pursuant to sections 223.4(5) of the Municipal Act, 2001 and/or the Code of Conduct in force and effect at the time of the contravention.
- 9.2 Complaint and Legal Confidentiality
- 9.3 The Integrity Commissioner and any person acting under his or her authority shall preserve the confidentiality of all documents, material or other information, whether belonging to the Municipality or not, that come into his or her possession or knowledge during the course of duties or the investigation as required by Section 223.5 of the Municipal Act, 2001.
- 9.4 Pursuant to Section 223.5(3) of the Municipal Act, 2001, the confidentiality of this complaints process prevails over the MFIPPA.
- 9.5 The Integrity Commissioner is entitled to have access to such information belonging to or used by the Municipality of West Nipissing, including legal advice that has been given to Council or Municipal Employees, as the Integrity Commissioner deems necessary to conduct an inquiry.
- 9.6 A disclosure to the Integrity Commissioner of legal advice:
- a) Shall be deemed not to constitute a waiver of solicitor-client privilege;
 - b) Shall be used only for the purposes of conducting an inquiry and not for any other purpose; and,
 - c) The contents or substance of such legal advice shall not be disclosed in any public report prepared by the Integrity Commissioner or any person acting under the instructions of the Commissioner, including his or her delegate under Section 12.1.
- 9.7 The Integrity Commissioner and every person acting under the instructions of the Commissioner, including his or her delegate under Section 11.1:
- a) Shall preserve the secrecy of all confidential documents, material or information, whether belonging to the Municipality or not, that come into their possession or to their knowledge in the course of their duties; and,
 - b) Without limiting the obligation to preserve secrecy under Section 9.4
 - c) shall ensure that by his or her actions and, in particular, any reports prepared comply at all times with the MFIPPA and the Municipality of West Nipissing Procedural By-law, regarding personal and or privileged information.

10.0 COMPLAINT AND REPORTING EXCLUSION PERIOD

- 10.1 Despite any other provision of this By-law, no complaint may be referred to the Integrity Commissioner 150 calendar days immediately prior to the date of a regular election held pursuant to the Municipal Elections Act, 1996, S.O. 1996, c. 32, Schedule.
- 10.2 If the Integrity Commissioner receives a complaint as described within Section 10.1, the Integrity Commissioner shall not commence to investigate said complaint until the day after the next municipal election.
- 10.3 The Integrity Commissioner shall not make any reports to Council regarding an inquiry in the 150 calendar days prior to a regular municipal election.

11.0 INTEGRITY COMMISSIONER CONFLICT

- 11.1 The Integrity Commissioner shall, in writing, delegate his or her duties to conduct an inquiry, including the exercise of powers under the Public Inquiries Act, the duty to report on an inquiry, where the Integrity Commissioner has an actual or apparent conflict of interest.
- 11.2 In making a delegation under Section 11.1 the Integrity Commissioner shall first satisfy himself or herself that the person to whom the duties are to be delegated is fully capable of carrying out these duties.

12.0 GENERAL PROVISIONS

- 12.1 If the Integrity Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of any other Act or of the Criminal Code of Canada, R.S.C., 1985, c. C-46, the Commissioner shall immediately refer the matter to the appropriate authorities and suspend the inquiry until any resulting police investigation and charge have been finally disposed of, and shall report the suspension of the inquiry to Council.
- 12.2 If the Integrity Commissioner, when conducting an inquiry, determines that the complaint is more appropriately addressed under the MFIPPA, the complainant shall be referred to the Municipal Clerk to have the matter reviewed under that Act.


13.0 COMING INTO FORCE

- 13.1 This by-law shall come into full force and effect on the date of its passage.


14.0 SHORT TITLE

- 14.1 This by-law may be cited as the "Integrity Commissioner Establishing By-law".

ENACTED AND PASSED THIS 19th DAY OF MARCH, 2019 AS WITNESSED BY THE SEAL OF THE CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.



JOANNE SAVAGE
MAYOR



MELANIE DUCHARME
CLERK



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

NOTICE OF MOTION FORM

In accordance with Section 20.0 "NOTICES OF MOTION" of the Corporation of the Municipality of West Nipissing Procedural By-Law:

Member of Council:

Lise Sénécal
(print name)

Hereby files a **NOTICE OF MOTION** to be included on the Agenda for the meeting of Council, which is scheduled to be held on: Tuesday September 03 2019
(enter date)

SUBJECT:

Gully on E.S. Main St

and which **NOTICE OF MOTION** to read as follows:

* I wish to have a discussion at our next committee meeting (Sept 03) regarding a potential serious situation that a resident of My road (Main St) is now facing with the gully erosion of the embankment, that is now almost reaching her house.

Member of Council:

[Signature]
(signature)

FOR CLERK'S OFFICE USE ONLY:

Date received:

August 27, 2019

Time received:

7:25 pm

Entered in Council Agenda for meeting date of:

Sept 3, 2019

* no motion req'd - discussion only

Blaine Parrington
413 Holditch St.
Sturgeon Falls ON
P2B 3C7
Telephone: 705-580-2371
Email: blainep1946@gmail.com

May 12, 2019

Dear Sir or Madam

This letter is a request that the West Nipissing Council and the pertinent Administrative Offices involved install "STOP signs" for vehicular traffic traveling in the north/south directions of King St. intersecting at Fourth St.

Presently this intersection is a two way stop for vehicles traveling on Fourth St. crossing King St. It has come to my attention through other persons and personal observations that vehicles traveling north and south on King St, are traveling at excessive speeds and the need to install traffic control measures would definitely enhance pedestrian (both adult and children) safety as well as other forms of transportation currently in use (bicycles, scooters etc.).


The current subdivision development (CARA Developments) has already resulted in increased vehicular traffic and will continue to increase as this development grows to maturity in the very near future.

The installation of a four way stop now, will immediately enhance current safety issues at this intersection and will be a routine normal traffic calming practice for persons as the development progresses.


I would appreciate your written or email response to this request. Thank you for your consideration and action regarding this matter.

Blaine Parrington

SCHEDULE "B" OF BY-LAW 2019/24

 AGENDA ITEM REQUEST FORM			
PLEASE PRINT CLEARLY:			
Requested Council Meeting Date:		Sept 3/19	
Name of Requestor:	Joanne Savage Mayor		Date submitted Aug 27.2019
Address:	Full mailing address.		
Phone:	Home:	Business / Cell 705 498 0819	Fax:
E-Mail:			
Requested Agenda Item/Subject:		Capital projects	
Additional details / background information:		<input checked="" type="checkbox"/> see below <input type="checkbox"/> Supporting documents attached separately <p><i>Please attach/include pertinent information to support this item. This will assist staff in conducting any research or obtaining background information; which may be required to make an informed decision in the best interest of the municipality.</i></p> <p>Progress Report of 2019 Capital projects</p>	
ADMINISTRATIVE APPROVAL			
STEP 1 → Submit your completed form to the CAO or designate for required review and approval. Every effort will be made to accommodate requests however the complexity of subject may require the matter to be heard on another date other than the original date requested and the requestor will be notified.			
Signature of CAO or designate:		Date:	
MUNICIPAL OFFICE USE			
STEP 2 → This form must be returned to the Clerk's office no later than 12 noon on the Wednesday preceding the Council Meeting at which the item is to be considered, subject to CAO approval and scheduling.			
Date Received:	AUGUST 27, 2019	Received from:	JOANNE SAVAGE
Meeting Date Requested:	SEPTEMBER 3, 2019	Mode of Notification:	<input type="checkbox"/> in person <input type="checkbox"/> by telephone <input checked="" type="checkbox"/> by e-mail <input type="checkbox"/> other: _____
Processing of request:	<input type="checkbox"/> Information only <input type="checkbox"/> Action Item <input type="checkbox"/> Discussion/Action Item <input type="checkbox"/> Report Required <input type="checkbox"/> Public Hearing <input type="checkbox"/> Closed Session		
APPROVED FOR AGENDA:			
Scheduled for (date):	SEPTEMBER 3, 2019		<input type="checkbox"/> Regular meeting <input checked="" type="checkbox"/> Committee of Whole meeting
Requestor Notification:	The above requestor _____ was notified on _____ (date)		
Action Taken:			
Notes / Comments:			

SCHEDULE "B" OF BY-LAW 2019/24

 AGENDA ITEM REQUEST FORM			
PLEASE PRINT CLEARLY:			
Requested Council Meeting Date:		Aug 27, 2019	
Name of Requestor:	Joanne Savage Mayor	Date submitted: Aug 15, 2019	
Address:	Full mailing address:		
Phone:	Home:	Business / Cell: 705 498 0819	Fax:
E-Mail:			
Requested Agenda Item/Subject:		Roy Street	
Additional details / background information:		<input checked="" type="checkbox"/> see below <input type="checkbox"/> Supporting documents attached separately	
<p><i>Please attach/include pertinent information to support this item. This will assist staff in conducting any research or obtaining background information; which may be required to make an informed decision in the best interest of the municipality.</i></p> <p>Wish to discuss current status of Roy Street To have strategic discussion regarding use maintenance and accessibility Ditching rehabilitation plan</p>			
ADMINISTRATIVE APPROVAL			
STEP 1 → Submit your completed form to the CAO or designate for required review and approval. Every effort will be made to accommodate requests however the complexity of subject may require the matter to be heard on another date other than the original date requested and the requestor will be notified.			
Signature of CAO or designate:		Date:	
MUNICIPAL OFFICE USE			
STEP 2 → This form must be returned to the Clerk's office no later than 12 noon on the Wednesday preceding the Council Meeting at which the item is to be considered, subject to CAO approval and scheduling.			
Date Received:	AUGUST 27, 2019	Received from:	JOANNE SAVAGE
Meeting Date Requested:	SEPTEMBER 3, 2019	Mode of Notification:	<input type="checkbox"/> in person <input type="checkbox"/> by telephone <input checked="" type="checkbox"/> by e-mail <input type="checkbox"/> other: _____
Processing of request:	<input checked="" type="checkbox"/> Information only <input type="checkbox"/> Action Item <input type="checkbox"/> Discussion/Action Item <input type="checkbox"/> Report Required <input type="checkbox"/> Public Hearing <input type="checkbox"/> Closed Session		
APPROVED FOR AGENDA:			
Scheduled for (date):	SEPTEMBER 3, 2019		<input type="checkbox"/> Regular meeting <input checked="" type="checkbox"/> Committee of Whole meeting
Requestor Notification:	The above requestor _____ was notified on _____ (date)		
Action Taken:			
Notes / Comments:			



Municipality of West Nipissing
101-225 Holditch Street
Sturgeon Falls, ON P2B 1T1

Project :	2019 SUPPLY OF WINTER SAND		
Closing Information :	AUGUST 28, 2019 @ 3:00 PM		
Opened By :	Shawn Remillard and Melanie Ducharme		
Name	Date Received	Bid Submission	
		Verner Yard	Sturgeon Yard
ED SEGUIN & SONS	Aug-27-2019@ 11:15 AM	\$9.94 / tonne	\$11.94 / tonne
A MIRON TOP SOIL	Aug-28-2019 @ 2 PM	\$8.39 / tonne	\$9.98 / tonne
0			
0			
0			
0			
0			



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

Resolution No.

2019 /

SEPTEMBER 3, 2019

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

WHEREAS Requests for quotes to Supply Winter Sand to the Municipality of West Nipissing were opened publicly on August 28, 2019 by the Manager of Public Works and the Clerk;

AND WHEREAS two (2) quotations were received;

AND WHEREAS the quotations have been reviewed and the award being recommended herein consists of the best price meeting all of the specifications;

AND WHEREAS Council concurs with the recommendation received;

BE IT THEREFORE RESOLVED THAT the quotations for supply of Winter Sand to the Municipality be awarded to **A. MIRON TOP SOIL**, having submitted the lowest quotations of \$8.39 per tonne for Verner Yard and \$9.98 per tonne for the Sturgeon Falls Yard, meeting all the specifications.

	YEAS	NAYS
DUHAIME , Yvon		
FISHER , Christopher		
LARABIE , Roland		
MALETTE , Léo		
ROVEDA , Dan		
SÉGUIN , Jeremy		
SÉNÉCAL , Denis		
SÉNÉCAL , Lise		
SAVAGE , Joanne (MAYOR)		

CARRIED: _____

DEFEATED: _____

DEFERRED OR TABLED: _____



BY-LAW 2019/74

**BEING A BY-LAW AMEND BY-LAW 2019/60 TO REGULATE TRAFFIC
AND PARKING IN THE MUNICIPALITY OF WEST NIPISSING**

WHEREAS Council deems it expedient to amend certain Schedules of By-Law 2019/60;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING ENACTS THAT BY-LAW 2019/60, AS AMENDED, BE AMENDED AS FOLLOWS:

1. **THAT** Schedule "**B**" of By-law 2019/60, as amended, be repealed and replaced with Schedule "**B**" attached hereto which shall form part of this By-law:
 - (a) prohibit overnight parking at all municipal beaches
 - (b) prohibit parking on Lac Clair Road (near beach entrance)
2. **THAT** Schedule "**E**" of By-law 2019/60, as amended, be repealed and replaced with Schedule "**E**" attached hereto which shall form part of this By-law:
 - (a) add yield sign at the Field Landfill Main Entrance accessing onto Lac Clair Road
3. **THAT** Schedule "**F**" of By-law 2019/60, as amended, be repealed and replaced with Schedule "**F**" attached hereto which shall form part of this By-law:
 - (a) lower the rate of speed on Quesnel Road (from 60 km/hr. down to 50 km/hr.)
4. **THAT** this by-law shall take effect on the date it is enacted.

ENACTED AND PASSED THIS 3rd DAY OF SEPTEMBER 2019, AS WITNESSED BY THE SEAL OF THE CORPORATION AND THE HANDS OF ITS OFFICERS.

JOANNE SAVAGE
MAYOR

MELANIE DUCHARME
MUNICIPAL CLERK

Municipality of West Nipissing
TRAFFIC and PARKING BY-LAW
SCHEDULE "B" to BY-LAW 2019/74
AMENDING BY-LAW 2019/60

➔ (i) **PARKING PROHIBITED/RESTRICTED AT SPECIFIED PLACES AT STATED TIMES OR WHERE SIGNS ARE ON DISPLAY** (Sections 4.3 and 5.1)

HIGHWAY	SIDE	FROM	TO	DAYS OR TIME OR BOTH	PERIOD
John	North	Arthur	Church	8 AM – 4:30 PM	Monday-Friday
Levesque	East	Market	101 meters North of Market	8 AM – 4:30 PM	Monday-Friday
Levesque	West	Market	101 meters North of Market	8 AM – 4:30 PM	Monday-Friday
Main	East	Ethel	202 meters South of Ethel	8 AM – 4:30 PM	Monday-Friday
Ethel	North	Main	Nipissing	9 AM – 3 PM	Nov. 1- Mar. 31
Holditch	East	William	Queen	8 AM – 6 PM	1 hour
Holditch	East	Hwy. 17	For 30 meters North	8 AM – 5 PM	30 min.
Holditch	East	South boundary of property abutting LCBO	6 parking spaces	8 AM – 4:30 PM	Monday-Friday 30 min.
Holditch	East	End of no parking zone (north of 170 m from Front St.)	21.5 meter northerly	8 AM – 6 PM	Monday-Friday
King	East	Mackie	Market	8 AM – 5 PM	1 hr.
King	East	John	Front	8 AM – 6 PM	2 hrs.
King	West	John	Front	8 AM – 6 PM	2 hrs.
Lac Clair	East/West	100m north of entrance to Lac Clair Beach	100m south of entrance to Lac Clair Beach	All	All
Main	East	John	Front	8 AM – 6 PM	2 hrs.
Main	West	15 meters in front of Main Entrance	École Secondaire Franco-Cité	9 AM – 3 PM	2 hrs.
Main	West	John	Front	8 AM – 6 PM	2 hrs.
Queen	South	Holditch	Levesque	8 AM – 6 PM	2 hrs.
Queen	North	Holditch	Levesque	8 AM – 6 PM	2 hrs.
William	North	Holditch	Levesque	8 AM – 6 PM	2 hrs.
William	South	Holditch	Levesque	8 AM – 6 PM	2 hrs.
HIGHWAY	SIDE	BETWEEN	PERIOD		
Nil	Nil	Nil	Nil		

NEW

MUNICIPAL PROPERTY	LOCATION	BETWEEN	PERIOD
Lac Clair Beach	1169 Lac Clair Road, Field	10 PM – 8 AM	10 hrs.
Main Street Beach	North End of Main Street, Sturgeon Falls	10 PM – 8 AM	10 hrs.
St-Jean Beach	St-Jean Road, Verner	10 PM – 8 AM	10 hrs.

➔ (ii) **RESTRICTED PARKING 9:00 P.M. to 7:00 A.M. – COMMERCIAL MOTOR VEHICLES AND TRAILERS** (Sec. 5.3)

HIGHWAY	SIDE	BETWEEN	PERIOD
Nil	Nil	Nil	

➔ (iii) **ANGLE PARKING AT ANY TIME** (Section 6.1)

HIGHWAY	SIDE	BETWEEN
Russell Street	South	South side of Russell at Main
Main	West	West side from Market St. (100 m. north)
180 Nipissing St.	East	William Street and John Street

Municipality of West Nipissing
TRAFFIC and PARKING BY-LAW
SCHEDULE "B" to BY-LAW 2019/74
AMENDING BY-LAW 2019/60

→ (iv) RESTRICTED PARKING AT ANY TIME (Section 7.1)

HIGHWAY		SIDE	FROM	TO	
Front		South	Coursol	Floral	
Front		North	Coursol	Floral	

→ (v) EXCESS LOADS – PARTS OF HIGHWAYS EXCEPTED (Sections 8.1 and 21.3)

HIGHWAY	FROM	TO	
Front (Hwy 17)	Bridge	Coursol	
Hwy 64	Front	Sabourin	

→ (vi) U-TURNS PROHIBITED (Sec. 23.2)

Intersection John and King			
----------------------------	--	--	--

→ (vii) RESTRICTED MOVEMENT (Section 23.3)

HIGHWAY	DIRECTION OF TRAVEL	RESTRICTION	TIMES	
Main at Front	South	No left turn	Any time	

→ (viii) SPECIAL CIRCUMSTANCES PARKING

HIGHWAY		SIDE	FROM	TO	PERIOD
Holditch		East	John	Mackie	Parking permitted on paved boulevard from May to November

Municipality of West Nipissing
TRAFFIC and PARKING BY-LAW
SCHEDULE "E" TO BY-LAW 2019/74
AMENDING BY-LAW 2019/60

➔ (i) **YIELD RIGHT OF WAY** (Sections 27)

INTERSECTION	STREET LOCATION
Abitibi Street and Montreal Street	Abitibi Street – Sturgeon Falls
Bear Lake Road and Sunny Ridge Road	Westbound on Bear Lake Road – Hugel
Filion Rd. and Muskosung Lake Rd.	Filion Rd.
Filion Rd. and Sucrierie Road	Northeast bound on Filion Rd. – Badgerow
1289 Lac Clair Road (Field Landfill) and Lac Clair Road	Entrance – 1289 Lac Clair Rd.
Levesque Street & Russell Street	Russell Street – Sturgeon Falls
Michaud Street and Bourgault Ave.	Northbound on Michaud St. – Sturgeon Falls
Muskasung Road and Filion Road	Filion Road – Sturgeon Falls
Parker Street and Russell Street	Russell Street – Sturgeon Falls
Smylie Road and Delorme Road	Southbound on Smylie – Springer

➔ (ii) **TRUCK ROUTES** (Sections 28.1, 28.2)

HIGHWAY	FROM	TO
Bay Street	Leblanc Road	Ottawa Street
Golf Course Road	Highway 17	Goulard Road
Goulard Road	Golf Course Road	175 Goulard Road (entrance to Goulard Lumber Ltd.)
Leblanc Road	Highway 17	Bay Street

➔ (iii) **DESIGNATED TRAFFIC LANES** (Section 29.1)

HIGHWAY	BETWEEN	LANE OR LANES	TIME OR DAYS	DIRECTION
NIL	NIL	NIL	NIL	NIL

➔ (iv) **RIGHT TURNS PROHIBITED ON RED LIGHTS** (Section 30.1)

HIGHWAY	DIRECTION OF TRAVEL
NIL	NIL

Municipality of West Nipissing
TRAFFIC and PARKING BY-LAW
SCHEDULE "F" TO BY-LAW 2019/74
AMENDING BY-LAW 2019/60

**HIGHER OR LOWER RATES OF SPEED THAN THAT PRESCRIBED
 BY THE HIGHWAY TRAFFIC ACT (Section 31.1)**

ROAD NAME	FROM	TO	MAXIMUM RATES OF SPEED KMS PER HOUR	TOWN(SHIP)
<i>All other streets and roads within <u>Caldwell Township</u></i>			60 kms per hour	Caldwell
<i>All other streets and roads within <u>Field Township</u></i>			60 kms per hour	Field
<i>All other streets and roads within former <u>Town of Sturgeon Falls</u> limits</i>			40 kms per hour	Sturgeon Falls
<i>All streets and roads in <u>all other Townships</u> not mentioned herein</i>			60 kms per hour	ALL Townships
<i>All streets and roads in former <u>Town of Cache Bay</u></i>			40 kms per hour	Cache Bay
Arcand Road	Levac Road	Highway 17	50 kms per hour	Springer
Bay Street	Town limits	End of road	40 kms per hour	Springer
Burnt Lake Road	Highway 64	West end of road	50 kms per hour	Springer
Caron Road	Highway 17	End of Road	40 kms per hour	Caldwell
Champagne Rd.	Quesnel Road	End of road	40 kms per hour	Springer
Chebogan Road	Crystal Falls Gen. Store	Lake Cheboganog	60 kms per hour	Field
Cockburn Road	Garden Village Rd.	Stevens Road	50 kms per hour	Springer
Cockburn Road	Conc. B & C. Line	150 met. South of Conc. B & C Line	40 kms per hour	Springer
Coursol Road	Salter Street	Goulard Road	40 kms per hour	Springer
Coursol Road	John Street	Ethel Street	40 kms per hour	Springer
Coyote Ridge Road	Crystal Falls Road	South End of Road	50 kms per hour	Springer
Crystal Falls Road	Highway 64	Sturgeon River Bridge	60 kms per hour	Field
Crystal Falls Rd.	Line between Lot 2 & 3 Field Twp.	East end of Road	50 kms per hour	Springer
De l'Étang Road	Sabourin Road	Levert Drive	50 kms per hour	Springer
Delorme Road	Leblanc Road	Smylie Road	40 kms per hour	Springer
Des Cèdres	Grande Allée	Des Érables	40 kms per hour	Field
Des Pins	Maple Street		40 kms per hour	Field
Drive in Road	Town limits	Highway 17	40 kms per hour	Springer
Dutrisac Road	Highway 17	Pierre Road	60 kms per hour	Springer
Dutrisac Road	Pierre Road	Promenade du Lac	40 kms per hour	Springer
Église Road	Highway 17	Caron Road	40 kms per hour	Caldwell
Evansville Drive	Goulard Road	End of Road	50 kms per hour	Springer
Fort Road	Lalande Road	South end of Road	50 kms per hour	Springer
Front St. East – Highway 17	East Town	West Town Limits	50 kms per hour	Sturgeon Falls
Gareau Road	Hwy 575	East end of Road	40 kms per hour	Badgerow
Garden Village Road	Dutrisac Road	Cockburn Road	60 kms per hour	Springer
Garden Village Road	150 meters West of Boundary Line	Springer Twp. and Indian Reserve Line	60 kms per hour	Springer
Gauthier Road	Highway 17	West end of Road	60 kms per hour	Springer
Glenrock Road	Marleau West	End of Road	40 kms per hour	Springer
Golf Course Road	Highway 17	Goulard Road	50 kms per hour	Springer
Goulard Road	Golf Course Road	Coursol Road	50 kms per hour	Springer
Grande Allée	Highway 64	Coursol Road	40 kms per hour	Field
Guenette Road	Levac Road	Veuve Road	60 kms per hour	Springer
Highway 64	Highway 17	Sabourin Road	50 kms per hour	Sturgeon Falls
Lac Clair Road	Highway 17	Lafond Road	60 kms per hour	Springer
Lac Clair Road	Lafond Road	Highway 64	50 kms per hour	Springer
Lac Deux Milles	Marleau Road	End of Road	40 kms per hour	Springer
Lafond Road	Lac Clair Rd. West	End of Road	50 kms per hour	Springer
Lalande Road	Leblanc Road	Fort Road	50 kms per hour	Springer
Lapointe Road	Crystal Falls Road	Lot 4, Conc. 2	40 kms per hour	Field

Municipality of West Nipissing
TRAFFIC and PARKING BY-LAW
SCHEDULE "F" TO BY-LAW 2019/74
AMENDING BY-LAW 2019/60

**HIGHER OR LOWER RATES OF SPEED THAN THAT PRESCRIBED
BY THE HIGHWAY TRAFFIC ACT (Section 31.1)**

ROAD NAME	FROM	TO	MAXIMUM RATES OF SPEED KMS PER HOUR	TOWN(SHIP)
Larocque Street	Highway 64	Patenaude Road	40 kms per hour	Field
Laronde Road	All of Road		50 kms per hour	Springer
Leclair Road	Beaudry Road	Highway 64	70 kms per hour	Caldwell
Leblanc Road	South End of Road	North End of Road	50 kms per hour	Springer
Legault Road	All of Road		50 kms per hour	Springer
Lalande Road	Leblanc Road	Fort Road	50 kms per hour	Springer
Lapointe Road	Crystal Falls Road	Lot 4, Conc. 2	40 kms per hour	Field
Larocque Street	Highway 64	Patenaude Road	40 kms per hour	Field
Laronde Road	All of Road		50 kms per hour	Springer
Leclair Road	Beaudry Road	Highway 64	70 kms per hour	Caldwell
Leblanc Road	South end of Road	North End of Road	50 kms per hour	Springer
Legault Road	All of Road		50 kms per hour	Springer
Levac Road	Highway 17	Arcand Road	50 kms per hour	Springer
Levac Road	Arcand Road	Beaudry Road	70 kms per hour	Springer
Levert Drive	Highway 17	to East End	50 kms per hour	Springer
McDonald Road	from the westerly limit of Kirkpatrick Township	Old Highway 17	50 kms per hour	Kirkpatrick
Malette Road	Marleau West	End of Road	40 kms per hour	Springer
Maple Street	Grande Allée	Clear Lake Road	40 kms per hour	Field
Marleau Road	Nipissing	West End of Marleau	50 kms per hour	Springer
Marleau Road	Nipissing	East End of Marleau	40 kms per hour	Springer
Maurice Road	All of Road		40 kms per hour	Springer
Nipissing Street	Quesnel Road	Marleau Road	60 kms per hour	Springer
Nipissing Street	Town Limits	Quesnel Road	50 kms per hour	Springer
Nipissing Street	Boundary line with Town of Sturgeon Falls	South limit of Nipissing St.	60 kms per hour	Springer
North Shore Road	Clear Lake Road	Lot 13 Conc. 2	40 kms per hour	Field
Perrin Road	All of Road		50 kms per hour	Springer
Pierre Road	All of Road		40 kms per hour	Springer
Promenade du Lac	All of Road		40 kms per hour	Springer
Quesnel Road	East limit of Road	100 meters northeast of Old Sunbeam Hotel	60 50 kms per hour	Springer
Quesnel Road	100 meters northeast of Old Sunbeam Hotel	South-west limit of Road	25 kms per hour	Springer
Rivet Street	Coursol Road	End of Road	40 kms per hour	Springer
Robichaud Road	All of Road		50 kms per hour	Springer
Roy Road	Town limits	Quesnel Road	50 kms per hour	Springer
Sabourin Road	Highway 64	De L'Étang Road	50 kms per hour	Springer
Sabourin Road	Highway 64	Drive In Road	50 kms per hour	Springer
Salter Street	Dutrisac Road	Coursol Road	40 kms per hour	Springer
Salter Street	Dutrisac	Golf Course Road	50 kms per hour	Springer
Sandhill Road	All of Road		50 kms per hour	Springer
Smylie Road	Bay Street	Delorme Road	40 kms per hour	Springer
South Shore Road	Clear Lake Road	Lot 13 Conc. 2	40 kms per hour	Field
Stevens Road	All of Road		40 kms per hour	Springer
Stewart Road	Highway 64	Highway 17	60 kms per hour	Springer
Thibault Road	Levac Road	North End of Road	50 kms per hour	Springer
Vachon Road	Drive In Road	North End of Road	50 kms per hour	Springer
Verner - Urban Area			40 kms per hour	Caldwell
Villeneuve Road	Marleau West	Lac Deux Mille	50 kms per hour	Springer

MEMORANDUM

TO: Mayor and Council

FROM: Melanie Ducharme – Clerk/Planner

DATE: August 30, 2019

RE: **PROPOSED CHANGES TO PROCEDURAL BY-LAW - RECORDING OF CLOSED MEETINGS**

On June 4, 2019, the matter of recording of Closed Session meetings was discussed and all members were in agreement that the video recording of Closed Meetings be implemented and that the Procedural By-law be amended to reflect same.

Attached is a draft amendment to the West Nipissing procedural by-law concerning the recording of Council Meetings, both open and closed, for discussion.

Joie de vivre



www.westnipissingouest.ca



THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

BY-LAW 2019/75

BEING A BY-LAW TO AMEND BY-LAW 2018/26 TO GOVERN
THE PROCEEDINGS OF THE MUNICIPAL COUNCIL,
THE CONDUCT OF ITS MEMBERS AND THE CALLING OF MEETINGS

WHEREAS pursuant to Section 238(2) of the *Municipal Act, 2001*, S. O. 2001 c. 25, authorizes a Municipality and local board shall adopt a procedure by-law to govern the calling, place and proceedings of meetings;

AND WHEREAS Council deems it necessary to update the Procedural By-Law to include the recording of all Council meetings;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING AMENDS BY-LAW 2018/26 AS FOLLOWS:

1. THAT the following **NEW Section 28.0 – Broadcasting of Council Meetings** be added:

28 BROADCASTING OF COUNCIL MEETINGS

- 28.1** Live Broadcast of all Meetings of Council and Committee of the Whole, save and except Closed Session Meetings shall, when and where possible, be broadcast live to the public by live video streaming and/or cable television broadcast.
- 28.2** Technical or other failure to broadcast shall not be construed as to invalidate any proceedings of any meeting and the written minutes, as recorded by the Municipal Clerk, shall constitute the permanent official meeting record in accordance with the *Municipal Act, 2001*.
- 28.3** Closed Session meetings shall be video and audio recorded however such recordings will not be available to the public nor broadcast in any way.
- 28.4** Closed meeting recordings shall be retained by the Clerk on a secure storage device for a period of one (1) year, following which, such recordings shall be destroyed.
- 28.5** The Clerk shall be authorized to release a recording of a closed meeting only to:
 - 28.5.1** The office of the Ombudsman or Closed Meeting Investigator, only in those instances where they are relevant to a closed meeting investigation and do not breach solicitor-client, or other privilege.
 - 28.5.2** The municipality's solicitor for the purpose of providing solicitor client advice with respect to the contents of a recording; or
 - 28.5.3** Any additional party authorized by the Municipal Council.

2. THAT all existing sections following the **NEW Section 28** shall be renumbered accordingly.

ENACTED AND PASSED THIS 3rd DAY OF SEPTEMBER, 2019 AS WITNESSED BY THE SEAL OF THE CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.

JOANNE SAVAGE,
MAYOR

MELANIE DUCHARME,
CLERK

MEMORANDUM

TO: Mayor and Council

FROM: Melanie Ducharme – Clerk/Planner

DATE: August 30, 2019

RE: **HLADKI FAMILY – SUBDIVISION FILE NO. 2016-03 – TWP OF GRANT**

In September, 2016, Council approved a redline amendment to the proposed subdivision to allow the subdivision to proceed with access off Tomiko Road by way of a shared right of way, the terms and conditions of which have been incorporated into the Subdivision as Schedule E1.

The Subdivision Agreement is attached along with the right of way agreement and draft plan. Due to the rural nature of the subdivision and the proposed private access road, most of the provisions in the standard policy relating to municipal infrastructure have been deleted. In addition, no security is required by the Municipality as no infrastructure is being installed or assumed.

Parkland dedication is normally based on 5% of the pre-development value of the lands. In this situation, the calculation for the parkland which is somewhat more complicated as the existing parcel of land out of which the subdivision is being created, already has number of buildings on it. The consultant has attempted to carve out the value of the structures from the raw land(s) and reduce the value of the property to something which would be closer to the value if it were vacant. Mr. Goodridge will be present at the meeting should members of Council have any questions.

Joie de vivre



West Nipissing Ouest

Joie de vivre

www.westnipissingouest.ca



THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

BY-LAW 2019/76

**BEING A BY-LAW OF THE MUNICIPALITY OF WEST NIPISSING
TO AUTHORIZE THE EXECUTION OF A SUBDIVISION
AGREEMENT WITH THE HLADKI FAMILY
(SUBD FILE NO. 2016/03 – TOMIKO RD., GRANT TWP.)**

WHEREAS Draft Approval to a Plan of Subdivision submitted by James Hladki, Donna Severin, Robert Hladki, Jane Hladki, Roger Hladki, Michael Hladki and Karen Hladki was given on the 13th day of December, 2016, by Resolution No. 2016/496;

AND WHEREAS on July 16, 2019, Council for the Municipality of West Nipissing approved a Red-line amendment to the proposed Draft Plan of Subdivision;

AND WHEREAS a condition of the Draft Approval is the entering into of a Subdivision Agreement with the Municipality of West Nipissing;

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

1. That the Corporation of the Municipality of West Nipissing be authorized to enter into a Subdivision Agreement dated the with James Hladki, Donna Severin, Robert Hladki, Jane Hladki, Roger Hladki, Michael Hladki and Karen Hladki for the subdivision of 6 lots on lands legally described as Part of Lot 6, Concession 5, Township of Grant, now the Municipality of West Nipissing, District of Nipissing;
2. That the Mayor and Clerk of the Corporation of the Municipality of West Nipissing are hereby authorized to execute a Subdivision Agreement between the Corporation of the Municipality of West Nipissing and James Hladki, Donna Severin, Robert Hladki, Jane Hladki, Roger Hladki, Michael Hladki and Karen Hladki, and to affix thereto the Corporate Seal of the Municipality.

ENACTED AND PASSED THIS 3rd DAY OF SEPTEMBER 2019 AS WITNESSED BY THE SEAL OF THE CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.

JOANNE SAVAGE,
MAYOR

MELANIE DUCHARME,
CLERK

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

SUBDIVISION AGREEMENT

Pursuant to Municipality of West Nipissing By-law No. _____

THIS AGREEMENT MADE THIS 3 DAY OF SEPTEMBER, 2019

BETWEEN: **Karen Elizabeth Hladki;**
 Jane Catherine Hladki;
 Donna Marie Severin;
 James Paul Hladki;
 Robert Daniel Hladki;
 Michael Francis Hladki; and
 Roger Alan Hladki

Hereinafter called the "Owner"
Of the First Part.

AND:

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING
Hereinafter called the "Municipality"
Of the Second Part.

WHEREAS the lands affected by this Agreement are shown on Schedule "A" and extending to 8.06 hectares, more or less;

AND WHEREAS the Owner warrants that he is the owners of the above-described lands and that an application has been made to the Municipal Council of West Nipissing (herein called the "Council") for the approval of a plan of subdivision, hereinafter referred to as the "Plan" of said lands, for the purpose of registering the same;

AND WHEREAS the Owners represents that there is no mortgage nor charge registered on title against the said lands;

AND WHEREAS the word "Owner" where used in this Agreement, in addition to its accepted meaning, shall mean and include an individual, an association, a partnership, or an incorporated company or corporation and when ever the singular is used herein, it shall be construed as including the plural;

AND WHEREAS the Municipality has agreed to enter into this final Subdivision Agreement upon the terms and conditions agreed to, so long as such services have been completed within the three (3) years allowed by the Municipality under the Planning Act for the continued application of the draft plan approval;

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT, in consideration of the Municipality of West Nipissing consenting to the registration of the proposed plan of subdivision and the payment of the Agreement fee in the amount of \$250.00 and the covenants hereinafter expressed, the Parties hereto covenant and agree one with the other as follows:

1. **ARTICLE: INTERPRETATION**

1.1 Definitions

This section sets out in lettered paragraphs, definitions to be applied to capitalized terms used in this Agreement and all of its schedules, exhibits and/or appendices. When a defined term appears in the text of this Agreement without having its first letter capitalized, the specific definition set out in this section shall not apply. The word or phrase shall then be deemed to have its regularly accepted meaning.

- (a) **"Agreement"** means this agreement, as executed. Where this agreement is amended in the future, the term refers to this agreement, as amended.
- (b) **"Above Ground Services"** means the construction of any service not specifically included in the Below Ground Services, but required under this Agreement. Without limitation, "Above Ground Services" includes asphalt pavement binder and surface courses on roads, the construction of curbs and gutters, sidewalks, the "sodding" of boulevards, walkways, cul-de-sacs, the adjustment of all Below Ground Services to fit the Above Ground Services construction (if necessary), the cleaning of sewers, any other

necessary repair work to the Below Ground Services and driveway repair. Without limitation, "Above Ground Services" may also include any other service which may be required by the Agreement such as culverts, fencing and drainage improvements.

- (c) **"Below Ground Services"** means the construction of all underground services, storm water management facilities, storm sewers, sanitary sewers and water mains with connections, storm sewer connections including catch basins, house connections and appurtenances, pipe sub-drains, grading, road granular sub-base and rough grading of the rear lot drainage easements.
- (d) **"Current"** means date at time of.
- (e) **"Easement"** means a right-of-way over the owners land granted to the Municipality for its sole use to accommodate the installation and maintenance of above ground and below ground services.
- (f) **"Final Acceptance Certificate"** means a certificate issued by the Municipal Engineer acknowledging the Municipality's final acceptance of the works as specified in this easement. Such certificate will not be issued until the Owner's Consulting Engineer has provided to the Municipality as built plans.
- (g) **"Homeowner"** means any person who purchases any Land with the intention that it will be occupied as a residence.
- (h) **"Land"** means all or any portion of the land included in the Plan as set out further in Section "A" to this Agreement.
- (i) **"Landscaping"** means the planting or preservation of any tree, shrub, grass or plant, or the construction of any fence, decorative wall or planter, which may be required in connection with the development of the Plan. Without limitation, "Landscaping" shall include the following: parkland fencing, public lands restoration, tree preservation, "berm" construction, reverse lot landscape strip development, (if such a strip is required to be conveyed to the Municipality), and special boulevard planting and fencing. "Landscaping" shall not include the construction of walkways and associated fencing under Stage I Services or street tree planting and "sodding" under Stage II Services.
- (j) **"Legal Description"** - The land as described in Schedule A of this Agreement:
- (k) **"Municipal Engineer"** where used in this Agreement shall mean the Engineer employed by the Municipality or his Agent.
- (l) **"Municipality"** means The Corporation of the Municipality of West Nipissing and, where the context so implies, its employees, officers, servants, agents and its council members.

- (m) **“Plan”** means an engineering plan prepared by a Professional Engineer showing the proposed design of the subdivision, above ground and below ground services.
- (n) **“Planning Director”** means a certified person who is employed with the Municipality to direct the Planning Department.
- (o) **“Professional Engineer”** means a person who holds a certificate of authorization as required by the Professional Engineers Act.
- (p) **“Services”** means all the work to be completed by the Sub-divider as set out in this Agreement and as further re-classified under the definitions of both Above Ground and Below Ground Services.
- (q) **“Sub-divider”** means anyone obtaining title to the Land or any portion of the Land from it, either directly or indirectly. Without limitation, “Sub-divider” includes: any mortgagee in possession of all or part of the Land, any contractor retained by the Sub-divider to build services (or any subcontractor employed under that contractor), or any other developer or subcontractor or builder who obtains title to all or part of the Land, as the context requires. “Sub-divider” shall not extend to or include a Homeowner or anyone obtaining title through or from a Homeowner.
- (r) **“Subdivision”** means a lotting scheme to facilitate the division of a parcel of land, such scheme to be approved by the Municipality under the authorities of the Planning Act, R.S.O. 1990 C.P. 13, as amended.
- (s) **“Urban Development Areas”** – Areas outlined in the Official Plan that is dedicated for urban development.

1.2 General Provisions

- (a) **Legislation** - Unless otherwise indicated, all references to Provincial Legislation in this Agreement shall refer to the Revised Statutes of Ontario, 1990, as amended from time to time, including successor legislation. Similarly, all references to Municipal By-laws in this Agreement shall refer to those By-laws, as amended from time to time, including successor By-laws;
- (b) **Gender, Plurals** - All words in this Agreement shall be deemed to include any number or gender as the context requires;
- (c) **Proper Law/Headings** - This Agreement shall be construed according to the laws of the Province of Ontario. Article, section and/or paragraph headings are for reference purposes only and shall not in any way modify or limit the statements contained in any article, section or paragraph;
- (d) **Schedules** - The Schedules, Appendices and Exhibits to this Agreement form an integral part of this Agreement.

2. PLANS AND SPECIFICATIONS

- 2.1** The Owner shall submit four (4) copies of the subdivision agreement to the Municipality. When approved and signed by the Municipality, distribution will be as follows:

Corporate Services (Municipal Clerk)_____	1
Community Services (Manager of Planning Services)_____	1
Engineering Water & Sewer Dept._____	2
Public Works (Managing Director of Public Works)_____	2

- 2.2** All plans and specifications shall be prepared in accordance with Provincial Standards (O.P.S.S., M.O.E., ect.) unless otherwise provided by the Municipal Engineer. All construction plans are to be included in Schedule "B" and "C". Upon completion of the installation of the services, the Owner's engineer shall incorporate any job changes, locate all service boxes including tie-ins, and complete the as constructed drawings in electronic format to the satisfaction of the Municipal Engineer. When the co-ordinate systems become available and practical for the West Nipissing area, all plans, survey information and as constructed drawings are to be provided in a co-ordinate format based in the Municipality's GIS requirements.

- 2.3** The Municipality shall not be required to execute this Agreement or the final plan of subdivision until delivery to the Municipal Clerk of all transfers, easements, letters of credit or cash deposits or reports and plans required under this Agreement.

- 2.4** The Owner shall provide an electronic version of this Agreement and a AutoCAD version of all plans referred to herein in a format defined by the Municipality's Planning Director and the Engineer.

3. INTERNAL/EXTERNAL ROAD MAINTENANCE AND REPAIR/SNOW PLOWING

- (1) Throughout the term of this Agreement, the Owner shall,
- (a) maintain all Municipal roads outside the project, including boulevards, in a mud and dust free condition and free of obstructions, where the source or cause of the mud, dust or obstruction is an operation or operations related in any way to the development of the project;
 - (b) repair all Municipal roads outside the project, including boulevards wher damage has occurred as a result of an operation or operations related in any way to the development of the project; and
- (2) The Owner, within 24 hours of verbal notification by the Municipality to it or its representatives, shall undertake such works as are necessary to clean, clear, repair, plow or salt any Municipal road requiring such work in the opinion of the Municipal Engineer or his designate.

- (3) The Owner agrees that should a particular stage or phase of the subdivision terminate with a temporary cul-de-sac and should future connecting stages of the subdivision not be commenced prior to the installation of the top lift of asphalt, the owner shall pave this cul-de-sac to the satisfaction of the Municipal Engineer.

4. HOUSE NUMBERS

House numbers for use within the new plan of subdivision shall be shown by the Owner on the plans included herewith as Schedule "B" and in accordance with the current Municipal By-law.

5. Canada Post Facilities

Canada Post Facilities shall be shown clearly on all engineering drawings and also shall be shown in the field by means of a sign indicating the location of the Canada post facility.

6. Lands for Municipal Purpose

- 6.1 That the Owner shall grant in fee simply unto the Municipality, the land or easements set forth in Schedule "A1", Schedule "A2" and Schedule "A5" hereto and shown on Schedule "A" for Municipal purposes other than roads as indicated on the attached draft plan of subdivision. The Owner shall be responsible for all costs including the registration fees for such grants and transfers.
- 6.2 The deeds for the said lands, and the easements described in Schedules "A1", "A2" and "A5" hereto, duly executed, are to be deposited with the Municipal Clerk by the Owner before the Final Approval of the said plan by the Municipality, with the registered plan number left blank in the legal description, such plan numbers to be entered by the Municipal Clerk when the said plan is registered.

7.0 Parkland Dedication

The Owner agrees to dedicate a minimum of five percent (5%) of the 8.06 ha of the Plan of Subdivision for Municipal Parkland to the satisfaction of the Municipality. Generally the Parkland shall be made suitable for the use planned for by the Municipality and be accessible for public use, all to the satisfaction of the Manager of Parks and Facilities. If this land is to be graded, top soiled (4" min) and hydro-seeded in accordance with the overall lot grading and drainage plan, said works shall occur to the satisfaction of the Municipal Engineer, if required. The Owner shall also provide at his expense a one inch (1") diameter waterline to this Parkland.

8.0 Cash-in-lieu of Parkland Dedication

Should the Municipality agree to accept a cash payment in lieu of a Parkland Dedication; the Owner will pay to the Municipality by way of cash or certified cheque an amount equal to five percent (5%) of the current appraised land value.

9.0 PAYMENT OF TAXES

(a) The Owner agrees to pay all arrears of taxes outstanding against the property herein described before the final approval of the said plan by the Council.

(b) The Owner further undertakes and agrees to pay all taxes levied, or to be levied, on the said lands on the basis and in accordance with assessment and collector's roll entries appearing from time to time.

10.0 Direct Municipal Charges

The Sub-divider covenants and agrees to pay the Municipality the amount of \$ 250.00 for the individual items set out in detail in Schedule "C" to this agreement.

10.1 Nature of Direct Municipal Charges

The money paid under Schedule "C" of this Appendix shall become the sole property of the Municipality, free from all claims of the Sub-divider. The Sub-divider shall not, under any circumstances, be entitled to any refund of any part of the fixed payment once it has been paid, whether or not the actual cost of providing the services for which payment is made is less than the sum paid by the Sub-divider under Schedule "C".

10.1.2 Use of Direct Municipality Charges

The Sub-divider acknowledges that the Municipality shall use the moneys paid by the Sub-divider under Schedule "C" to pay the cost of, or to reimburse the Municipality for the cost of the services or improvements on account of which the moneys are paid whether such services or improvements were constructed or rendered before or are constructed or rendered after the date of this Agreement. The time and manner of providing these services shall be at the sole discretion of the Municipality.

10.2 Services to be Assumed

The total estimated cost of all the Services to be constructed which will be assumed by the Municipality is Nil as generally detailed in Schedule "D". To secure the construction of Services which are the responsibility of the Sub-divider, the Sub-divider shall provide a letter of credit in the amount of nil which is 100% of the cost of constructing outstanding Services and the cost of the 10% holdback on services already installed.

10.3 Cost Breakdown for Letter of Credit

The letter of credit shall be given on the terms set out in Section 12 of this Agreement and shall be in the amount of nil and shall detail that it is paid on

account of the items for which payment or security is required under Subsection 12 of this Agreement.

11. OCCUPATIONAL HEALTH & SAFETY

11.1.2 The Owner certifies that it is aware of its duties and obligations under the *Occupational Health and Safety Act*, or any successor thereto, and all Regulations there under (in this section called the "Act"), and shall ensure that its employees, contractors, subcontractors and their employees,

- (a) are aware of their respective duties and obligations under the Act, and
- (b) have sufficient knowledge and training to perform all works and services required pursuant to this Agreement safely and in compliance with the Act.

11.1.2 In the performance of all works and services required pursuant to this Agreement, the Owner shall,

- (a) act safely and comply in all respects with the Act, and
- (b) ensure that its employees, contractors, subcontractors and their employees act safely and comply in all respects with the Act.

11.1.3 The Owner shall rectify any unsafe act or practice and any non-compliance with the Act immediately upon being notified by any person of the existence of such act, practice or non-compliance.

11.1.4 In addition to the Owner's general indemnification of the Municipality pursuant to Section 16 below, the Owner shall indemnify and save harmless the Municipality,

- (a) from any loss, inconvenience, damage or cost to the Municipality which may result from the Owner or any of its employees, contractors, subcontractors and their employees failing to act safely or to comply in all respects with the Act in the performance of any work or service required pursuant to this Agreement; and
- (b) against any action or claim, or costs related thereto, brought against the Municipality by any person arising out of any unsafe act or practice or any non-compliance with the Act by the Owner or any of its employees, contractors, subcontractors and their employees in the performance of any work or service required pursuant to this Agreement.

11.1.5 The Owner shall permit representatives of the Municipality on the site where any works or services required pursuant to this Agreement are being performed at any time or times for the purpose of inspection to determine compliance with this section.

11.1.6 No act or omission by the Municipality or any representative of the Municipality (including the entering into of this Agreement) shall be deemed to be an assumption of any of the duties or obligations of the Owner, its employees, contractors, subcontractors and their employees under the Act.

11.1.7 The approval of the Municipality authorities to this proposed plan of subdivision is not to be deemed to give assurance that building permits, when applied for, will be issued on the lots as shown on the plan in Schedule "A".

11.2 General Indemnity and Release

Until the Municipality has accepted the subdivision services and roads, the Owner on behalf of himself, his assigns and successor in title, hereby covenants to indemnify and save harmless the Municipality from all actions, causes of action suits, claims, and demands whatsoever, for any personal injury, death or property damage which may arise either directly or indirectly from the development of this subdivision including and without limiting the generality of the foregoing, only claims arising by reason of any alteration of the existing grade or level of any street or streets on the said plan to bring the said grade or level into conformity with the grade or level approved by the Municipal Engineer or by reason of any damage to the lands abutting on any street or streets shown on the said plan, or to any building erected thereon, arising from, or in consequence of any such alteration of grade or level.

11.2.1 The Owner further agrees to indemnify and save harmless the Municipality from any claim or demand arising from the design and/or approval of the services and roads herein.

11.3 The Owner shall be liable for all damages that may be suffered by any person on the streets as shown on the plan until the streets have been taken over by by-law by the Council of the Municipality of West Nipissing.

11.4 In the event that any of the obligations of the Owner herein are requested by the Owner to be performed by the Municipality, then the Owner hereby appoints the Municipality, its officers and employees as the agent of the Owner for the purpose of performing such works and the Owner shall pay the cost of any such work forthwith upon demand. The parties hereby agree that any works which are required to be performed for the purpose of maintaining public travel on a road (dedicated to the Municipality, but not yet assumed by the Municipality of maintenance) in circumstances deemed by the Municipal Engineer in his sole opinion, to be on an emergency basis, then such works shall be further deemed to be at the request of the Owner, at the expense of the Owner and as agent for the Owner.

11.5 Any rights, duties or obligations of the Owner which are required to be performed by the Owner prior to the issuance of a building permit on a lot shall not be assigned without notice in writing to the Municipal Engineer.

12. SPECIAL PROVISIONS

The Special Provisions set out in Section "E" attached hereto are deemed to form part of this Agreement as if they were written in this section.

13. REGISTRATION OF SUBDIVISION AGREEMENT AND RELEASE

The Owners hereby agrees that this subdivision agreement and the covenants, provisos, conditions and schedules contained herein shall be registered upon the title of the land within the said plan of subdivision. Such registration shall be at the expense of the Owners.

14. ENCUMBRANCERS

14.1 Postponement

The Encumbrancer, in consideration of the approval by the Municipality of the Plan, postpones any rights or interests which it has in the Land with the intent that this Agreement shall take effect as though executed and registered prior to the creation of its right or registration of any mortgage, agreement or other document creating or defining its rights or interests.

14.2 Priority of Rights

The Encumbrancer, in consideration of the approval by the Municipality of the Plan, covenants and agrees with the Municipality that this Agreement, and any conveyance, easement or other documents given pursuant to this Agreement, shall have priority over the rights of the Encumbrancer in the Land with the intent that the Encumbrancer (or anyone claiming under it) shall at no time exercise in relation to the Land any right, title or claim which could not be exercised by the Sub-divider by reason of the terms of this Agreement.

15. Lapse of approval

In giving approval to a draft plan of subdivision, a time period of five years with a possible two year extension as per approval of the West Nipissing Planning Committee, will be given to the applicant to start the development. The approval shall lapse at the expiration of the time period, but if an appeal under section 51(39) of the Planning Act is filed, the time period specified for the lapsing of approval does not begin until the Municipal Board's decision is issued in respect of the appeal or from the date of a notice issued by the Board under subsection 51(51).

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AND IT IS DECLARED AND AGREED that this Agreement, and the covenants, provisos, conditions and Schedules therein contained shall insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors or assigns of each of the parties hereto.

IN WITNESS WHEREOF the Corporate Seal of the Owner is hereunto affixed under the hands of its proper signing officers in that behalf.

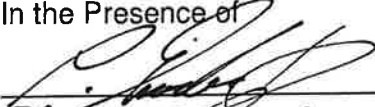
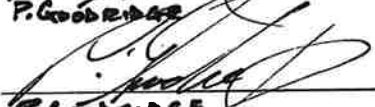
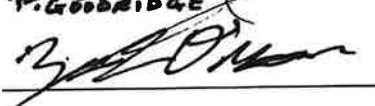


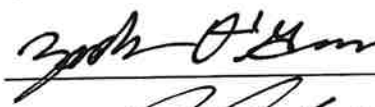

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal.





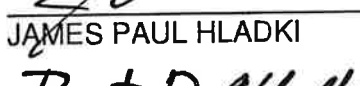


IN WITNESS WHEREOF the Municipality has hereunto affixed its Corporate Seal under the hands of its proper signing officers authorized by By-law in that behalf.

SIGNED, SEALED AND DELIVERED

OWNER

In the Presence of


P. Gosselin

P. Gosselin

J. O'Hara

J. O'Hara

J. O'Hara

J. O'Hara

P. Gosselin


KAREN ELIZABETH HLADKI

JANE CATHERINE HLADKI

DONNA MARIE SEVERIN

JAMES PAUL HLADKI

ROBERT DANIEL HLADKI

MICHAEL FRANCIS HLADKI

ROGER ALAN HLADKI

SIGNED, DELIVERED AND ATTESTED

In the Presence of

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

MAYOR

CLERK

Authorized and approved by By-law Number 2019-

ENACTED this 3rd day of September, A.D., 2019.

SCHEDULE "A"

- (1) All and singular that certain parcel or tract of land and premises situated, lying and being in the Municipality of West Nipissing in the District of Nipissing and more particularly described as follows:

(a) Existing Property Description:

Part of Broken Lot 6, Concession 5, Geographic Township of Springer, Municipality of West Nipissing, District of Nipissing being all of PIN 49090-0089 (LT) as in NP7303.

(b) Subdivision Description:

Lots 1 to 5, both inclusive, Blocks 6, 7 and Tomiko Road, Registered Plan 36M-_____, Municipality of West Nipissing, District of Nipissing.

SCHEDULE "A1"

EASEMENT(S) FOR DRAINAGE

Owner agrees to provide Registered Transfer to Easement(s) in favor of the Municipality in prescribed form prior to execution by the Mayor and Clerk of this Agreement.

(1) **Above Ground Storm Drainage**

NIL

(2) **Below Ground Storm Drainage**

NIL

SCHEDULE "A2"

EASEMENT(S) FOR HYDRO

Owner agrees to provide Registered Transfer of Easement(s) in favor of Hydro One Networks Inc. in prescribed form prior to execution by the Mayor and Clerk of this Agreement.

NIL

SCHEDULE "A3"

**EASEMENT(S) FOR BELL CANADA AND OTHER TELECOMMUNICATIONS
COMPANIES**

Owner agrees to provide Registered Transfer of Easement(s) in favor of Bell Canada or other telecommunications companies in prescribed form prior to execution by the Mayor and Clerk of this Agreement.

NIL

SCHEDULE "A4"

EASEMENT(S) FOR GAS

Owner agrees to provide Registered Transfer of Easement(s) in favor of Union Gas (Ontario) Ltd. in prescribed form prior to execution by the Mayor and Clerk of this Agreement

NIL

SCHEDULE "A5"

PARKS AND OTHER LANDS FOR MUNICIPAL PURPOSES

Parks and Other Lands

Tomiko Road, Registered Plan 36M-_____ to be granted to the Municipality as public highway.

Cash in Lieu Calculation

(as set out in Section 51.1.1 of the Planning Act Chpt. P.13, R.S.O. 1990 as amended)

Whereas the lands affected by this Agreement are shown on Schedule "A" and extending to 8.06 hectares, more or less;

And Whereas the total area of land contained within the boundaries of PIN 49090-0089(LT) amounts to approximately 100.30 ha., more or less;

And Whereas Lots 1 to 5 both inclusive, Registered Plan 36M_____ have a total frontage on Tomiko Lake of 428.44 meters, more or less;

And Whereas the total frontage on Tomiko Lake of PIN 49090-0089 (LT) is 1,227.37 meters, more or less;

And Whereas it is accepted that the value of shore lands, defined as being the portion of land generally between the southerly limits of Lots 1 to 5, both inclusive, Registered Plan 36M-_____ and the easterly production thereof to encompass the point of Land containing the existing structures and to its intersection with the east boundary of subject lands at a distance equivalent, more or less, to the water's edge of Tomiko Lake and encompassing 14088 ha, more or less, is substantively higher than the value of the backlands defined as the remainder of the land encompassed within the boundaries of PIN 49090-0089 (lt). The backlands have been assigned a arbitrary value of 20% of the shorelands as described above even though they comprise approximately 85.417 ha, more or less, or 85.2% of the total area of PIN 49090-0089 (LT);

And Whereas the MPAC assessment of subject lands lists the structures thereon as follows:

- single family dwelling (average);
- single family dwelling (fair);
- single family dwelling (fair); and
- shed

Arbitrary values of \$125,000, \$75,000, \$75,000 and \$5,000, respectively, have been assigned to these structures;

And Whereas the most recent MPAC assessed value of PIN 49090-0089 (LT) is \$419,000;

Now Therefore, the cash-in-lieu contribution has been calculated in accordance with the following formula:

$$\begin{aligned}\text{Cash-in-lieu} &= (\text{subdivision frontage} / \text{total frontage}) \times (\text{MPAC assessed value} - \text{value of Structures}) \times (\text{weighting factor of shorelands vs. backlands}) \times (0.05) \\ &= (428.44\text{m}/1227.37\text{m}) \times (\$419,000 - \$280,000) \times 0.80 \times 0.05 \\ &= \$1,940.84\end{aligned}$$

Therefore, the Owners agree to pay to the Municipality the sum of \$1,940.84 as the cash-in-lieu of parkland dedication.

SCHEDULE "B"

PLANS

Drawing No.

Description

NIL

SCHEDULE "C"

SUMMARY ESTIMATED COSTS

PART A - Below Ground Services	\$ _____
PART B - Above Ground Services (including back lot drainage)	\$ _____
PART C - Street Lighting	\$ _____
PART D - Expropriation Costs	\$ _____
 TOTAL PARTS A, B, C AND D	 \$ _____
 ENGINEERING AND CONTINGENCIES 20%	 \$ _____
TOTAL ESTIMATED COST *	\$ _____

Direct Municipal Charges

Engineering review/administration / inspection fee 3% of Parts A and B	\$ <u>0.00</u>
Fee for preparation and registration of this agreement and other documents required under this agreement	\$ 250.00
 Total Direct Municipal Charges	 \$ <u>250.00</u>

- * The Total estimated costs are the total estimated construction of the road and all the appurtenances in or over the road. These costs are to be used to establish the value of the letter of credit as per Section 12 of this Agreement.

SCHEDULE "D"

COST ESTIMATE

PART A - BELOW GROUND SERVICES

NIL

PART B - ABOVE GROUND SERVICES

Nil

PART C - STREET LIGHTING AND SIGNS

NIL

METHOD OF CALCULATION OF DIRECT MUNICIPAL CHARGES

Engineering Review and Approvals Fee

Whereas there are no engineering works required by this development that are to be dedicated to the Municipality, the Municipality hereby waives the requirement of the Engineering Review and Approvals fee.

SCHEDULE E1 – SPECIAL PROVISIONS

RIGHT OF WAY AGREEMENT FOR ACCESS AND EGRESS

B E T W E E N:

KAREN ELIZABETH HLADKI
(hereinafter referred to as “**Karen**”)

PARTY OF THE FIRST PART

-and-

JANE CATHERINE HLADKI
(hereinafter referred to as “**Jane**”)

PARTY OF THE SECOND PART

-and-

DONNA MARIE SEVERIN
(hereinafter referred to as “**Donna**”)

PARTY OF THE THIRD PART

-and-

JAMES PAUL HLADKI
(hereinafter referred to as “**James**”)

PARTY OF THE FOURTH PART

-and-

ROBERT DANIEL HLADKI
(hereinafter referred to as “**Robert**”)

PARTY OF THE FIFTH PART

-and-

MICHAEL FRANCIS HLADKI
(hereinafter referred to as “**Michael**”)

PARTY OF THE SIXTH PART

-and-

ROGER ALAN HLADKI
(hereinafter referred to as “**Roger**”)

PARTY OF THE SEVENTH PART

WHEREAS the lands described in Parcel Register 49090-0089(LT) for the Land Registry District of West Nipissing (“**Lands**”) are owned by Karen, Jane, Donna, James, Robert, Michael and Roger as tenants in common;

AND WHEREAS the parties will register on title an M-Plan with five (5) lots (“**Lots**”) and two (2) blocks (“**Blocks**”) as more particularly described on the Draft 36M Plan attached as Schedule “A” prepared by Paul Goodridge OLS dated July 30, 2019 (the “**Registered Plan 36M-_____**”);

AND WHEREAS the parties intend to complete the following transfers of parts of the Lands as shown on Registered Plan 36M-_____:

1. Lot 1 to James;
2. Lot 2 to Michael;
3. Lot 3 to Donna;
4. Lot 4 to Karen; and
5. Lot 5 to Jane.

hereafter collectively referred to as the “**Lot Owners**”.

AND WHEREAS the remainder of the Lands (“**Remainder Lands**”) will continue to be owned by Karen, Jane, Donna, James, Robert, Michael and Roger (“**Remainder Owners**”) as tenants in common, and the Remainder Lands include all lands and premises described as Parcel Register 49090-0089(LT) being the North Part of Broken Lot 6, Concession 5, Geographic Township of Grant, Municipality West Nipissing, District of Nipissing as in NP7303 save and except those lands defined as lots, blocks or roads within the Registered Plan 36M-_____;

AND WHEREAS the Lot Owners and the Remainder Owners wish to provide access to their respective properties by way of a private road described as Block 6 and Block 7 on the Registered Plan 36M-_____ (the “**Private Driveway**”);

AND WHEREAS the Lot Owners and the Remainder Owners wish to agree as to the terms for costs, maintenance and use of the Private Driveway;

NOW THEREFORE IN CONSIDERATION OF the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which has been acknowledged and received, **THE PARTIES AGREE AS FOLLOWS:**

1. The facts stated in the foregoing preamble are true and form part of this Agreement.
2. The Remainder Lands include Blocks 6 and 7 on the Registered Plan 36M-_____ which together with Tomiko Road, provide access to the Lots and to the Remainder Lands and to Tomiko Lake.
3. In the event a Lot Owner sells, conveys, transfers, mortgages or otherwise deals with his or her interests in a Lot, that Lot Owner shall convey his or her respective interest in Blocks 6 and 7 on Registered Plan 36M-_____ to the third party purchaser or mortgagee. The intention is that the owner of a Lot must always have access to the Lot by way of Block 6 and Block 7 and Tomiko Road.

4. In the event a Lot Owner sells, conveys, transfers, mortgages or otherwise deals with his or her interests in a Lot, that Lot Owner shall convey his or her respective interest in Block 6 and Block 7 on Registered Plan 36M-_____ subject to the interests of the Lot Owners and the Remainder Owners as described herein.

5. In the event a Remainder Owner sells, conveys, transfers, mortgages or otherwise deals with his or her interests in the Remainder Lands, that Remainder Owner shall convey his or her respective interest in Blocks 6 and Block 7 on Registered Plan 36M-_____ to the third party purchaser or mortgagee.

6. In the event a Remainder Owner sells, conveys, transfers, mortgages or otherwise deals with his or her interests in the Remainder Lands, that Remainder Owner shall convey his or her respective interest in Blocks 6 and Block 7 on Registered Plan 36M-_____ subject to the interests of the Lot Owners and the Remainder Owners as described herein.

7. All parties agree that this Agreement binds their respective heirs, assigns, mortgagees, successors and transferees. Such third parties shall confirm in writing that each is bound by the terms of this Agreement as a condition of the transfer to such party. References in this Agreement made to Lot Owners and Remainder Owners include heirs, executors, assigns, successors, mortgagees and all transferees of title to the Lots or the Remainder Lands.

8. This Agreement shall be registered against the Lands and shall bind all existing and future ownership interests in the Lands.

9. The Remainder Owners, subject to the provisions hereof, hereby grant in perpetuity to each of the Lot Owners and to their respective tenants, agents, employees, guests, service providers, invitees and licensees an uninterrupted right of way in common with all others entitled thereto to access and egress from their respective Lots for vehicular access and pedestrian access over Blocks 6 and 7 on the Registered Plan 36M-_____.

10. The Lot Owners, subject to the provisions hereof, hereby grant in perpetuity to each of the Remainder Owners and to their respective tenants, agents, employees, guests, service providers invitees and licensees an uninterrupted right of way in common with all others entitled thereto to access and egress from the Remainder Lands for vehicular access and pedestrian access over Block 6 on the Registered Plan 36M-_____.

11. No party shall erect or permit to be erected any fence or other barrier to prevent the aforementioned rights of access from being enjoyed by all parties hereto. The rights and obligations described herein shall bind the Lot Owners, Remainder Owners and their respective workmen, agents, contractors, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the purposes of this Agreement.

12. The Private Driveway shall be maintained at an adequate width, but no greater than four (4) meters in width, repaired, re-filled and graded whenever necessary to maintain the Private Driveway in good operating condition. Good operating condition will be defined as safely passable in an ordinary motor vehicle such as a small car or SUV, or pickup truck, any of which

may be towing a trailer, such that none of these vehicles cause damage to the driveway (for example, ruts) due to unrepaired drainage issues, which may require additional gravel or culverts. The cost of maintenance, repair, replacement and improvement of the Private Driveway shall be shared by the parties to this Agreement as described in Paragraphs 13, 14, 16 and 17, below.

13. The Lot Owners covenant and agree that subject to the requirements for repair set out in paragraph 12 the Lot Owners will be responsible for the determination of the level of maintenance required for the part of the Private Driveway which is Block 6, Registered Plan 36M-_____, obtaining quotes for the maintenance, repairs, alterations, replacement and improvements of that part of the Private Driveway being Block 6 Registered Plan 36M-_____, choosing a contractor, providing notices of assessed costs to all Lot Owners and all other matters pertaining to the use of Block 6 of the Private Driveway. Each Lot Owner shall have one, equal vote and a consensus of at least 4 of 5 shall rule in all matters. The Lot Owners will meet annually or upon request to determine the aforementioned issues. The meeting will be considered a valid meeting regardless of whether the meeting is held in person or through technological means.

14. The Remainder Owners covenant and agree that subject to the requirements for repair set out in paragraph 12 the Remainder Owners will be responsible for the determination of the level of maintenance required for the part of the Private Driveway which is Block 7, Registered Plan 36M-_____, obtaining quotes for the maintenance, repairs, alterations, replacement and improvements of that part of the Private Driveway being Block 7 Registered Plan 36M-_____, choosing a contractor, providing notices of assessed costs to all Remainder Owners and all other matters pertaining to the use of Block 7 of the Private Driveway. Each of the Remainder Owners shall have one, equal vote and a consensus of 5 of 7 shall rule in all matters. The Remainder Owners will meet annually or upon request to determine the aforementioned issues. The meeting will be considered a valid meeting regardless of whether the meeting is held in person or through technological means.

15. The Private Driveway may be snowplowed so as to permit year-round access for those parties requiring winter access. The cost of snowplowing shall be shared by the parties to this Agreement in accordance with each party's respective use in any given winter season. For greater clarity, and for example, in the event that only three (3) parties to this Agreement require winter access in one winter season, those three (3) parties shall share the costs of snowplowing that winter season on an equal basis. In the event that certain parties do not predict staying the entire winter season, those parties shall pay a portion of the snowplowing costs to the owners staying the entire season on a pro rata basis. In the event a party attends unexpectedly in the winter months and the cost of snowplowing was already paid by other parties, then the unexpected party shall pay a fee of \$50.00 per week to the parties who paid for snowplowing. The cost to the unexpected party is not to exceed the equal distribution of snow removal costs paid by any one party to date (eg: 2 parties– 50%, 3 parties– 33.3%, 4 parties– 25%, 5 parties– 20%). For example, if two (2) parties planned to share snowplowing costs for the winter months and already paid a total of \$1,000.00 (or \$500 each), the unexpected party would pay \$50 per week, not to exceed a total of \$333.33 (1/3 of \$1,000.00) for the plowing completed to date. If additional snowplowing is required (minimum 6" snowfall) during an unexpected party's stay, then those costs will be split equally among the parties present. The parties to this Agreement agree to hold an annual meeting, no later than October 1st of each year to determine and forecast the use of the Private Driveway for the

upcoming winter season and determine if snowplowing will be instigated. The costs of individual driveway snow-plowing, if desired, shall be the responsibility of each individual party.

16. All maintenance, repair, replacement, improvement, and inspection costs (hereinafter referred to as the “Costs”) of the part of the Private Driveway which is Block 6, Registered Plan 36M-_____ shall be shared on an equal basis between the Lot Owners save and except for snowplowing costs described in Paragraph 15, above. For greater clarity, each Lot Owner will contribute one-fifth (1/5th) of the total costs. Each Lot Owner will be considered as a single unit regardless of the number of registered owners on title for that Lot. (eg: If Lot 2 has three registered owners on title, they will jointly contribute one-fifth (1/5th) of the total costs.) The Lot Owners shall contribute their share of the estimated Costs annually.

17. All maintenance, repair, replacement, improvement, and inspection costs (hereinafter referred to as the “Costs”) of the part of the Private Driveway which is Block 7, Registered Plan 36M-_____ shall be shared shall be in the following manner:

- i. James, Donna, Robert and Michael shall pay in equal shares fifty percent (50%); and
- ii. Roger, Karen and Jane shall pay in equal shares fifty percent (50%).

save and except for snowplowing costs described in Paragraph 15 above. Each Remainder Owner will be considered as a single unit. If a Remainder Owner transfers his or her interest in the Remainder Lands then all transferees from that Remainder Owner will be considered a single unit for the purposes of contribution to costs regardless of the number of registered owners on title for the Remainder Lands. (eg. If one (1) Remainder Owner sells to three (3) new registered owners on title the three (3) new owners will jointly contribute to costs the amount required by the selling Remainder Owner pursuant to this paragraph.)

18. In the event that the necessary Costs exceed the budget in any given year, all parties to this Agreement must provide their written approval (acting reasonably) to any work that exceeds the agreed upon budget, prior to any such work proceeding.

19. The Lot Owners and/or their occupants, agents, employees, guests, and services shall enjoy the use of the part of the Private Driveway which is Block 6, Registered Plan 36M-_____ so long as their Costs and snowplowing costs are paid in accordance with Paragraph 13, 15, 16 and 18 above. The Lot Owners and their occupants, agents, employees, guests, and services shall not use the Private Driveway unless their Costs and/or snowplowing costs are paid in accordance with Paragraphs 13, 15, 16 and 18, above. All Lot Owners whose costs have been paid, retain the right to restrict or prohibit access to any and all Lot Owners and their occupants, agents, employees, guests, and services who have not paid their Costs and snowplowing costs in accordance with Paragraphs 13, 15, 16 and 18, above.

20. The Remainder Owners and/or their occupants, agents, employees, guests, and services shall enjoy the use of the part of the Private Driveway which is Block 7, Registered Plan 36M-_____ so long as their Costs and snowplowing costs are paid in accordance with Paragraphs 14, 15, 17 and 18, above. The Remainder Owners and their occupants, agents, employees, guests, and services shall not use the Private Driveway unless their Costs and snowplowing costs are paid in

accordance with Paragraphs 14, 15, 17 and 18, above. All Remainder Owners whose costs have been paid, retain the right to restrict or prohibit access to any and all Remainder Owners and their occupants, agents, employees, guests, and/or services who have not paid their Costs and/or snowplowing costs in accordance with Paragraphs 14, 15, 17 and 18, above.

21. All parties to this Agreement agree that in the event of an emergency repair being required, the affected Lot Owner or any affected Remainder Owner shall be authorized to retain a reputable contractor to complete such repairs as are necessary to restore the Private Driveway to its normal condition. All reasonable efforts to inform all Lot Owners and Remainder Owners shall be first undertaken by the affected party. The costs of said repairs are to be paid by all Lot Owners as in Paragraph 16 if the repair is required within Block 6, Registered Plan 36M-_____. The costs of said repairs are to be paid by all Remainder Owners as in Paragraph 17 if the repair is required within Block 7, Registered Plan 36M-_____.

22. All parties to this Agreement agree that in the event of undue damage being caused by the negligence or misuse of the Private Driveway by any Lot Owner or Remainder Owner and their occupants, agents, employees, guests, and/or services, the costs of repair of said damage will be assessed solely against the responsible Lot Owner or Remainder Owner.

23. All parties to this Agreement recognize the existence of the unregistered easement in favour of Hydro One Networks Inc. for the existing poles, anchors and distribution aerial cable located within Blocks 6 & 7 Registered Plan 36M-_____ and over the Retained Lands. All Lot Owners and Remainder Owners agree to protect the unfettered access to these facilities by Hydro One Networks Inc., their employees, agents and contractors. No works on the Private Driveway shall be undertaken that will in anyway jeopardize these facilities.

24. The Lot Owners and Remainder Owners and their occupants, agents, employees, guests, and or services shall not park or store any machinery, trailers, vehicles or any other property whatsoever upon the Private Driveway without the express permission of all parties hereto.

25. All parties to this Agreement acknowledge and covenant that the speed of any and all motorized vehicles traveling upon and across the Private Driveway shall be no greater than ten (10) kilometers per hour.

26. Each Lot Owner shall maintain property damage and liability insurance coverage with respect to that Lot Owner's lands and premises and Blocks 6 and 7 Registered Plan 36M-_____.

27. All Remainder Owners shall maintain property damage and liability insurance coverage with respect to the Remainder Lands including Blocks 6 and 7 Registered Plan 36M-_____.

28. Insurance shall include and not be limited to coverage for premises, personal injury, general liability and damage to machinery, trailers or vehicles or any other property using the Private Driveway.

29. Any additional parcels created by way of severance, which utilize the Private Driveway for access and egress will be bound by all terms and conditions of this Agreement.

30. All mortgagees and all mortgages registered on the Lands or any part thereof subsequent to the execution of this Agreement, shall have the same rights and obligations as each of the parties to this Agreement. Should mortgage default proceedings be exercised by a mortgagee on or against any part of the Lands the mortgagee shall be bound by all terms and conditions set out in this Agreement.

31. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, assigns, successors, and/or transferees.

32. No change, modification, amendment, supplement or waiver of any provision of this Agreement or any other agreements or documents collateral hereto, provided or contemplated, nor any consent to any departure by any of the parties to this Agreement shall be effective unless it is in writing and signed by the parties and their respective executors, administrators, assigns, successors, and/or transferees if applicable.

33. No waiver, act or omission of any parties to this Agreement shall extend to or be taken in any manner whatsoever to affect any subsequent event of default or breach of any provision of this Agreement or the rights resulting from it.

34. Any provision of this Agreement which is deemed invalid, prohibited or unenforceable shall be ineffective, only to the extent of such prohibition or unenforceability and shall not invalidate the remaining provisions contained in this Agreement.

35. The parties to this Agreement shall execute and deliver to the other such additional documents and shall provide such additional information as each may reasonably be required to carry out the terms of this Agreement.

36. This Agreement may be executed and delivered in any number of counterparts and may be delivered by facsimile or email reproducing the original with necessary signatures and initials, each of which when so executed will be deemed to be an original and such counterparts together shall constitute one and the same instrument and be binding upon all parties.

37. This Agreement shall for all purposes be governed by and construed in accordance with the laws of the Province of Ontario and Canada applicable therein.

[Signature Block on Next Page]

IN WITNESS THEREOF, the parties have executed this Agreement on the ____ day of August 2019.

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)
) Karen Elizabeth Hladki
) Karen Elizabeth Hladki
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) Jane Catherine Hladki
) Jane Catherine Hladki
)

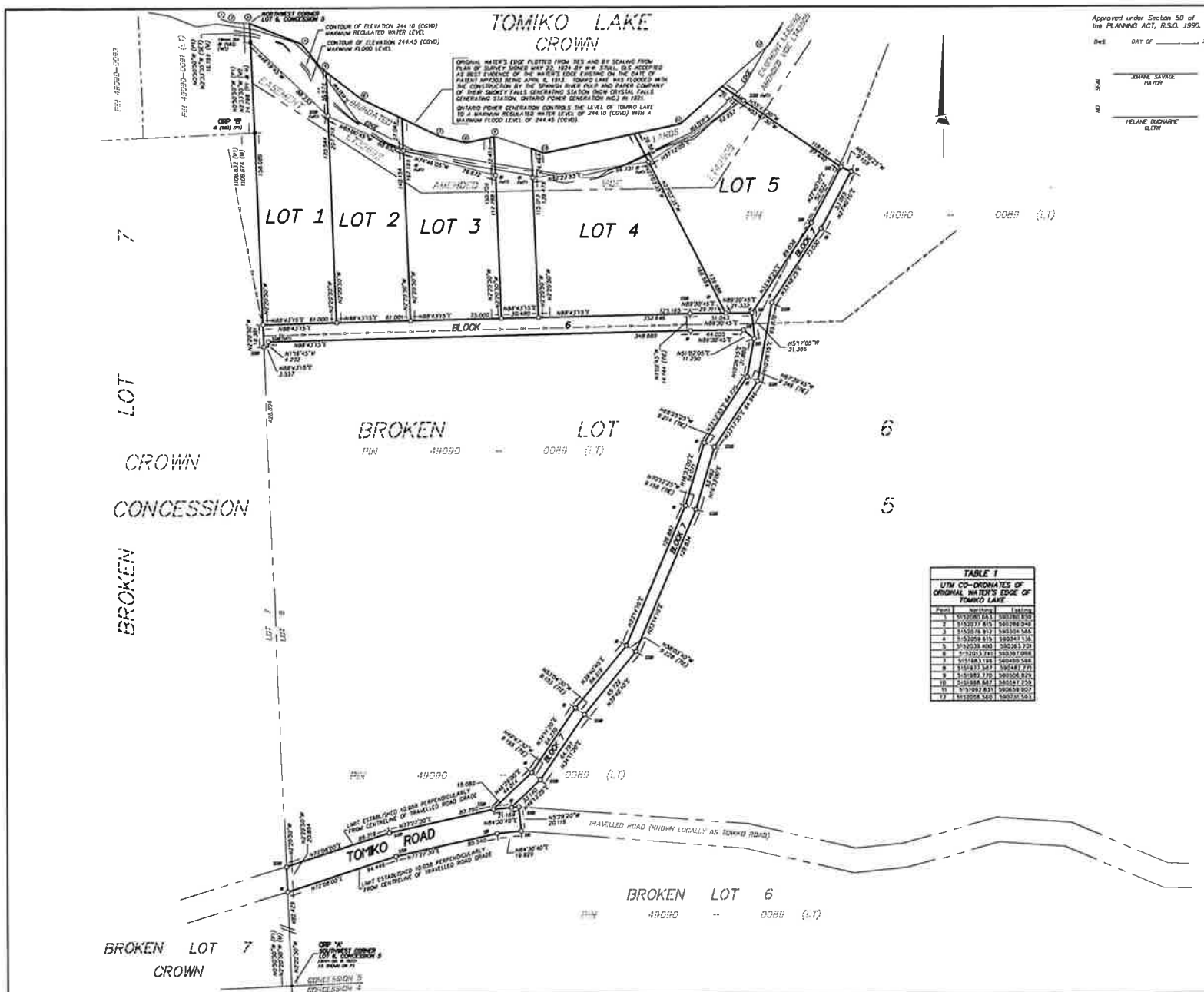
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) Donna Marie Severin
) Donna Marie Severin
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) James Paul Hladki
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) Robert Daniel Hladki
) Robert Daniel Hladki
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) Michael Frances Hladki
) Michael Frances Hladki
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) Roger Alan Hladki
) Roger Alan Hladki
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Approved under Section 50 of the PLANNING ACT, R.S.O. 1990.

DATE DAY OF 2019

SEAL

JOANNE SAVAGE

PLANNING

AND

PELANE DUCHAMP

CLERK

PLAN 36N-

I CERTIFY THAT THIS PLAN 36N- IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF MISSISSAUGA ON THE DAY OF 2019 AND ENTERED IN THE REGISTER FOR PN 49090-0089 (L.T.) AND REQUIRED CONSENTS AND AFFIDAVITS ARE REGISTERED AS PLAN DOCUMENT 36N-

REPRESENTATIVE FOR LAND REGISTRAR

THIS PLAN COMPRESES PART OF PN 49090-0089 (L.T.)

PLAN OF SURVEY OF PART OF BROKEN LOT 6, CONCESSION 5 GEOGRAPHIC TOWNSHIP OF GRANT MUNICIPALITY OF WEST MISSISSAUGA DISTRICT OF MISSISSAUGA SCALE: 1 : 1,500



- LEGEND**
- 322 J.B. CHAMBERS, O.S.
 - 353 J.B. CHAMBERS, O.S.
 - P1 PLAN OF SURVEY DATED DECEMBER 10, 1951 BY M.H. SHAWNEE, O.S. AND ATTACHED TO PLAN 36N-41
 - P2 PLAN OF SURVEY OF LOCATION OF CONTOUR 110.00, TOMIKO LAKE, TOWNSHIP OF FIELD, GRANT & TELL DATED MAY 22, 1924 BY R.W. STEEL, O.S.
 - WT WITNESS TO ACTUAL CORNER
 - M MEASURED
 - HYDRO PILES & AERIAL SURFACE LINE (UNRECORDED EASEMENT)

METRIC
DISTANCES & CO-ORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

GRID SCALE CONVERSION
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE FOLLOWING SCALE FACTOR OF 0.9998324.

INTEGRATION DETAILS
OBSERVED REFERENCE POINTS (ORP'S) DERIVED FROM PRECISE POINT POSITIONING SERVICE (PPPS) UTM ZONE 17 NORTH, AND 83 (2011) CO-ORDINATES TO NAD83 ACCURACY AS PER SECTION 14 (2) OF O. REG. 216/10

POINT ID	NORTHING	EASTING
ORP "A"	5120,878.656	520,353.977
ORP "B"	5121,868.026	520,308.560

CO-ORDINATES CANNOT, IN THEMSELVES, BE USED TO ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

BEARINGS NOTE
BEARINGS HEREON ARE GRID BEARINGS DERIVED FROM RTK GPS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN AT WEST LONGITUDE OF THE UTM SYSTEM, NAD83 (2011) ZONE 17 NORTH.

A COUNTER-CLOCKWISE ROTATION HAS BEEN APPLIED TO CONVERT ASTROMETRIC BEARINGS ON UNDERLYING PLANS TO UTM GRID BEARINGS AND HAS BEEN CALCULATED IN ACCORDANCE WITH THE FOLLOWING FORMULA:
ROTATION = ((32.38 + DISTANCE FROM CENTRAL MERIDIAN (km) / 100,000) / 3.600) - ((32.38 + 88.36) km / 457019.527) / 3.600 = 0.5630°

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT:
1. LOTS 1, 2, 3, 4 & 5, BLOCKS 6 & 7 AND THE STREET, NAMELY TOMIKO ROAD, HAVE BEEN Laid OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.
2. TOMIKO ROAD IS HEREBY DEDICATED TO THE CORPORATION OF THE MUNICIPALITY OF WEST MISSISSAUGA AS PUBLIC HIGHWAY.

DATED THE 2ND DAY OF AUGUST, 2019.

KAREN ELIZABETH HADRI JAMES PAUL HADRI
JANE CATHERINE HADRI ROBERT DANIEL HADRI
DORNA FAYE SEVTON MICHAEL FRANCIS HADRI

ROGER ALAN HADRI
REGISTERED CO-OWNERS OF PN 49090-0089 (L.T.) AS TENANTS-IN-COMMON

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON AUGUST 8, 2019.

NORTH BAY, ONTARIO
AUGUST 8, 2019
PAUL GOODRIDGE
ONTARIO LAND SURVEYOR

GOODRIDGE GOULET
PLANNING & SURVEYING LTD.

ONTARIO LAND SURVEYOR - LAND USE PLANNER - DEVELOPMENT CONSULTANTS
UNIT 1 - 430 MAIN STREET EAST, NORTH BAY, ON P1B 1B5
705-462-1770 | goodridge@grgolet.com
705-462-7874 | dan.goulet@grgolet.com

PLAN	FILE	FILE
36N-18 (THE 36N-18) 36N-18	36N-18 (L.T.) 36N-18	36N-18



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

J-1

BY-LAW 2019/77

**BEING A BY-LAW OF THE MUNICIPALITY OF WEST NIPISSING
TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS MEETING
HELD ON THE 3rd DAY OF SEPTEMBER, 2019**

WHEREAS the Municipality of West Nipissing deems it desirable to confirm the proceedings of Council at its meeting held on the 3rd day of September, 2019, and each motion, resolution and other action passed and taken by the Council at its said meeting, is except where their prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

The Mayor of the Municipality and the proper officer of the Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approval where required and except where otherwise provided, the Mayor and the Clerk or Deputy Clerk is hereby authorized and directed to affix the Corporation Seal of the Municipality to all such documents.

**ENACTED AND PASSED THIS 3rd DAY OF SEPTEMBER, 2019 AS WITNESSED BY THE SEAL OF
THE CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.**

JOANNE SAVAGE
MAYOR

MELANIE DUCHARME
CLERK