



**COUNCIL MEETING – TUESDAY, APRIL 20<sup>th</sup>, 2021 – 6:30 PM**  
**RÉUNION DU CONSEIL – MARDI, LE 20 AVRIL 2021 – 18H30**

**VIRTUAL ZOOM MEETING / RÉUNION VIRTUELLE PAR ZOOM**

**AGENDA / ORDRE DU JOUR**

- A) Declaration of Pecuniary Interest / Déclaration d'intérêts pécuniaires
- B) Addendum and Agenda / Addenda et Ordre du jour
- B-1 Approve the Addendum
- B-2 Adopt the Agenda
- C) Delegations & Petitions / Délégations et pétitions
- C-1 North Bay Humane Society (*Presenter: Liam Cullin, Executive Manager*)
- D) Closed Meeting / Réunion à huis clos **(1)** (*carried from Apr-6<sup>th</sup> mtg.*)
- Pursuant to Section 239 of the *Municipal Act* (2001)
- D-1 Proceed into closed meeting to discuss the following:
- a proposed or pending acquisition or disposition of land by the municipality or local board;
  - litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (i) Sale of land on Villeneuve Court (west side)
- D-2 Adjourn the closed session

**COMMITTEE OF THE WHOLE / COMITÉ PLÉNIER**

- E-1) Planning / Planification
- E-1(a) Sale of land on Villeneuve Court (west side) (*carried from Apr-6<sup>th</sup> mtg*)
- E-2) Emergency Measures and Public Safety / Mesures d'urgence et sécurité publique ..... *NIL*
- E-3) Economic Development / Développement économique ..... *NIL*
- E-4) Social Services and Health / Services sociaux et santé ..... *NIL*
- E-5) Community Services / Services communautaires
- E-5(a) Use of municipal parking lots for commercial use

**E-6) Public Works / Travaux publics**

E-6(a) Update from supplier re: Delay in delivery of traffic paint

**E-7) Sewer and Water / Les égouts et l'eau ..... NIL**

**E-8) Environmental / L'environnement**

E-8(a) Initiative to divert waste from our landfills (*J. Savage*)

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**REGULAR COUNCIL / SÉANCE RÉGULIÈRE**

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**F) Planning / Planification**

- F-1 By-Law **2021/30** to amend the Zoning By-Law for 10537 Hwy. 17, Verner
- F-2 By-Law **2021/31** to amend the Zoning By-Law for 161 Main St., Sturgeon Falls
- F-3 By-Law **2021/32** to deem certain lots not be registered on Plan of Subdivision
- F-4 Resolution to grant draft Plan Subdivision Approval (Roy St)
- F-5 By-Law **2021/33** to assume road for public roadway (Pt of Rainville Rd, Lavigne)
- F-6 By-Law **2021/34** to approve Subdivision Agreement (Quesnel/Nipissing Rd)  
[!\[\]\(97faa0168e491544be255cfcab218e9b\_img.jpg\) supplemental documents attached](#)

**G) Correspondence and Accounts / Courier et comptes**

- G-1 March 31, 2021 Council BUDGET minutes
- G-2 April 6, 2021 Council minutes
- G-3 April 14, 2021 Council BUDGET minutes
- G-4 Receive the following minutes from various Boards / Committees :
  - (i) Committee of Adjustment meeting held March 8, 2021 ;
  - (ii) WN Library Board meetings held March 11, 2021;
- G-5 Receive the **FEBRUARY 2021** Disbursement Reports

**H) Unfinished business / Affaires en marche**

- H-1 Discussion re: Tax Levy for WN General Hospital for the operation of CT Scanner

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

**J) New Business / Affaires nouvelles**

- J-1 Authorization to transfer surplus funds to certain municipal reserves
- J-2 Authorization to enter into a lease agreement with Antoine Guenette for the operation of the Cache Bay Trailer Park
- J-3 Authorization to permit staff to apply for funding grants/programs for the Field Outdoor Rink Project
- J-4 Award the quotation for the Supply of Calcium
- J-5 Award the quotation for Granular Resurfacing Projects

**K) Addendum / Addenda**

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

- L-1 Mayor's Report

**M) Closed Meeting / Réunion à huis clos (2)**

**Pursuant to Section 239 of the *Municipal Act* (2001)**

**M-1** Proceed into closed meeting to discuss the following:

- personal matters about an identifiable individual, including municipal or local board employees;  
(i) Payment of Legal Fees

**M-2** Approval of previous CLOSED minutes:

☞ Feb-2-2021

**M-3** Adjourn the closed session

**N) Adjournment / Ajournement**

**N-1** Resolution to adopt By-law **2021/35** confirming proceedings of meeting

**N-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: ~~April 6, 2021~~ → **APRIL 20, 2021**

Subject: North Bay and District Humane Society Overview

Name: Liam Cullin - North Bay and District Humane Society

Address: 2060 Main Street West, North Bay, ON P1B 8K5

Phone: Home: 705-493-4105	Business / Cell: 705-474-1251	Fax: 705-474-1259
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E-Mail: [liam.cullin@northbayhumanesociety.ca](mailto:liam.cullin@northbayhumanesociety.ca)

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

Liam Cullin - North Bay and District Humane Society

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

Overview of services provided to the municipality and year in-review.

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](mailto:mducharme@westnipissing.ca) or [jdupuis@westnipissing.ca](mailto:jdupuis@westnipissing.ca)

Tel: 705-753-2250 • Fax: 705-753-3950

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

# MEMORANDUM

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**TO:** Mayor and Council

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

**DATE:** April 16, 2021

**RE:** **OFFER TO PURCHASE MUNICIPAL LAND – VILLENEUVE COURT (WEST SIDE)**

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Following a lengthy negotiation, Council entered into an Agreement of Purchase and Sale with Ed Seguin & Sons Trucking and Paving, for the sale of the lands located on the West Side of Villeneuve Court, conditional upon the successful re-zoning of the property as the offer, from the outset, had an assumption of the proposed industrial use of the lands.

Given that the rezoning of the lands was not successful, resulting in the condition of the offer not being met, the Buyer and the Buyer's solicitor(s) have now notified the Municipality that it wishes to proceed with the purchase of the property on an "as is" basis.

Council's direction is being sought.

**Joie de vivre**



**West Nipissing Ouest**

Joie de vivre

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

April 5, 2021

Municipal Council  
Municipality of West Nipissing

Dear Council Members,

**Re: April 6 Council Meeting – Item D-2(b) Sale of land on Villeneuve Court (west side)**

We are sending you this letter as our third expression of interest to purchase the vacant land on the west side of Villeneuve Court.

As you are aware, a number of the residents of Villeneuve Court have demonstrated their interest in purchasing the said land on Villeneuve Court for several years now. We requested an opportunity to purchase this land in 2006 and then again in 2019. Unfortunately, both opportunities were denied. More recently a local corporation, Ed Seguin and Sons Trucking and Paving Ltd., was given an opportunity to enter into an agreement with the municipality to purchase the residential land with the intention of re-zoning to industrial use.

Now that this land has appeared on the April 6 Council agenda, we are formally notifying Council of our continued interest in purchasing this municipal land. We are in preliminary discussions with some developers as potential partners. As we mentioned in our letter to Council for its March 16 meeting, housing is a critical need for the community. In fact, housing is identified as a key priority in the West Nipissing's 2021 Economical Development Priorities document (refer to Objective No. 1 on p. 59 of the April 6 Council meeting package). It is important that this land remains as residential land use.

With multiple parties interested in the land, we kindly request that Council members consider bringing this sale to tender. Following the best practice of bringing this to tender, would provide all parties an equal and fair opportunity. This would also ensure that the Council and the Planning Advisory Committee have adequate time to review the best use of this land, which should include public consultation. An open and transparent process would be in the best interest of all taxpayers and ensures the Municipality obtains the best value for its land.

We are prepared to present the municipality with our proposal to purchase and look forward to this opportunity.

Kindest Regards,

Villeneuve, Bay and Delorme Residents

Cc:

Mélanie Ducharme, Municipal Clerk  
Jay Barbeau, Chief Administrative Officer

Re: April 6 Council Meeting – Item D-2(b) Sale of land on Villeneuve Court (west side)

Name	Address	Signature
André Malette	15 Villeneuve Crt	André Malette
Stacey Malette	15 Villeneuve Crt	Malette
Angele Lavergne	19 Villeneuve Crt	A. Lavergne
Michel Lavergne	9 Villeneuve Crt	Michel Lavergne
RAYMOND LAMB	11 VILLENUEVE CRT	Raymond Lamb
STUART SEVILLE	24 VILLENUEVE.	Stuart Seville
GARRET HILL	7 VILLENUEVE	G. Hill
NANCY HILL	" "	Nancy Hill
Elaine Malette	5 "	Elaine Malette
Chuck Melt	5 "	Chuck Melt
David Blair	20 Villeneuve Crt	David Blair
Francois RIVEST	20 Villeneuve	Francois Rivest
Russel Edmunds	14 VILLENUEVE	Russel Edmunds
Tina Lavigne	27 Villeneuve	Tina Lavigne
Kevin Lavigne	27 Villeneuve	Kevin Lavigne
Karen Ryberge	2 Villeneuve	Karen Ryberge
JAMES RYBERGE	2 Villeneuve	James Ryberge
TAMMY LAMB	11 VILLENUEVE CRT	Tammy Lamb
Chantal Edmunds	14 Villeneuve Crt	CHANTAL EDMUNDS
PAULINE BROUSE	18 Villeneuve Crt	Pauline Brouse
Gilles LeDuc	18 Villeneuve Crt	Gilles LeDuc
Pierre Leblanc	120 Bay St.	Pierre Leblanc
Christine Kraft	10 Villeneuve Crt	Christine Kraft
Christine Kraft	10 Villeneuve Crt	Christine Kraft
Natacha Delorme	186 church st	Natacha Delorme



# MEMORANDUM

**TO:** Mayor and Council

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

**DATE:** April 16, 2021

**RE:** **USE OF MUNICIPAL PARKING LOTS**

Council is fully aware that parking in the downtown core of the municipality is at a premium and the loss of any designated parking spaces is problematic. During normal times, the 2 municipal parking lots on Holditch are at capacity and the parking lot at the corner of Queen and King St. is also typically full.

There has been historical practice allowing local growers to use municipal parking spaces to “setup shop” / “install tents” / “park trailers” for the purpose of selling their locally grown produce. Municipal parking lots are generally available free of charge, to all residents of the municipality that wish to conduct business in the downtown and at Town Hall and therefore these same lots should not be used for onsite commercial sales. In addition, Council has recently approved truck deliveries to a local business via the municipal parking lot directly across from Town Hall. Having a vendor situated in the same lot will create traffic, parking and safety issues.

The recommendation from Staff is to restrict the use of municipal parking lots located in the downtown core of Sturgeon Falls for their intended purpose; which is parking, with the exception of occasional special requests which will continue to be brought forward to Council for consideration on a case-by-case basis.

## Joie de vivre



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





# E-6(a)

**Ennis-Flint**  
4161 Piedmont Parkway  
Suite 370  
Greensboro, NC 27410  
Phone: 800.331.8118  
[contracts@ennisflint.com](mailto:contracts@ennisflint.com)  
[www.ennisflint.com](http://www.ennisflint.com)

Provincial Road Markings Inc.  
8066 Wellington Road 124  
Guelph, Ontario  
N1H 6H7

Attn: Roger Knapp

March 25, 2021

Dear Mr. Knapp:

The severe weather in Texas last month damaged numerous chemical producing facilities that feed into the supply chain for traffic paint. As a result, several of our key raw material suppliers have declared force majeure on our supply contracts, leaving us severely restricted in our near-term capacity to produce traffic paint.

Currently, our raw material suppliers are in various stages of fixing damage & re-starting facilities. Information is limited at this time, but it will likely be a 60-90-day window before some normalcy happens in their production, which will then start to normalize ours.

Please be advised that your orders have been entered as requested, but the requested delivery dates and volumes are not guaranteed to be filled in the quantities requested or delivered on the dates requested.


We understand and regret the ripple effect this has on our customers and we commit to sharing as much information as we can as the situation progresses.

Feel free to contact me with any questions.

Sincerely,  
Mark.

Mark Petch  
Regional Sales Manager -Ontario  
Ennis-Flint  
Tel: 613-878-0141  
[mpetch@ennisflint.com](mailto:mpetch@ennisflint.com)  
[www.ennisflint.com](http://www.ennisflint.com)

## SCHEDULE "B" OF BY-LAW 2019/24

 <b>AGENDA ITEM REQUEST FORM</b>			
PLEASE PRINT CLEARLY:			
Requested Council Meeting Date:		April 6, 2021	
Name of Requestor:	Joanne Savage Mayor	Date submitted: March 31, 2021	
Address:	Full mailing address:		
Phone:	Home:	Business / Cell: 705 498 0819	Fax:
E-Mail:			
Requested Agenda Item/Subject:		Initiative to divert waste at our landfills	
Additional details / background information:		<input checked="" type="checkbox"/> see below <input checked="" 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>Pilot project approved by past Council for River Valley landfill  Pilot project was installation of container to be used as "free store"  Objective was to help divert waste from landfill site, salvageable items placed in container and picked up for free  Many residents have expressed interest to implement this initiative in the other landfills, for the landfills they have access</p>	
<b>ADMINISTRATIVE APPROVAL</b>			
<b>STEP 1 →</b> 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:		(by e-mail)	Date: March 31, 2021
<b>MUNICIPAL OFFICE USE</b>			
<b>STEP 2 →</b> 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:	March 31, 2021	Received from:	Mayor Joanne Savage
Meeting Date Requested:	April 6, 2021	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		
<b>APPROVED FOR AGENDA:</b>			
Scheduled for (date):	April 20, 2021	<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:			

OTTAWA | News

## 'Free store' has diverted more than four tonnes of waste from Cornwall landfill site since November

**Nate Vandermeer**

Multi-Skilled Journalist

[Contact](#)

Published Tuesday, March 16, 2021 4:41PM EDT



**'Free store' helps divert reusable items from Cornwall landfill**



NOW PLAYING

Popular program finds new life, and new owners for items destined for the trash. CTV's Nate Vandermeer reports.

**SHARE:**

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19

Tweet

Reddit

Share 3.8K

CORNWALL, ONT. -- A new initiative from the City of Cornwall is helping to divert tonnes of waste from its landfill site. Salvageable items can be picked up for free and given at a second chance at life.

At the Cornwall landfill, a blue shipping container is adorned with a sign saying 'the free store', where items such as furniture and cookware sit waiting for a new home.

"We have a lot of kids toys that come through here, furniture, coffee tables, end tables, dressers, filing cabinets, desks, all kinds of stuff," said Dave Kuhn, Waste Management Supervisor for the City of Cornwall.



"Being on site here at the landfill, you typically see residents throwing out items that still have some life left in them, that are still useable," Kuhn said. "We kind of had the idea that if we ask those residents if they would like to divert these items and gave them the opportunity to put them in here for somebody else to use, it would make it as easy as possible for them."

The initiative started in November 2020 and Kuhn says it has already diverted 4.5 tonnes of items from the landfill.

"I think the simplicity of that program really contributes to the success of it," Kuhn added.

"Residents have an opportunity to re-think some of the items they are throwing out and also give their items new life for a family or some people who can definitely put it to good use."

The container is available to residents of Cornwall and is open during the landfill site hours.



On Tuesday afternoon residents who, like Jim Althouse, were dropping off waste at the site, checked out the store on their way out.

"I think it's a great idea," Althouse said, noting that he would consistently see items that could be re-used or given a second chance sitting in the giant dumpsters.

"Over the years, the city has moved further and further towards recycling and I think this is an excellent idea," Althouse added. "Even up to this past year I've seen things in the scrap bins that really could have future use for someone."

He was looking at a baby stroller sitting in the store in well used condition, missing its front wheel.

"It might not be useful for its original purpose, but I could use the wheels so I'll take it home and recycle it," Althouse said.

"It doesn't cost anything to come up and take a look!" he added.



Residents are asked to drive over the scales when they arrive with garbage, or even if they are not bringing in any waste.

"The staff at the scale house will help you to kind of identify if your items are in good condition or not and they will direct you over to the free store building, where you can drop it off. If there is anything here that you see that you like, feel free to take that out too at the same time," Kuhn said.

An employee is also monitoring the dumpster pad, checking to see what residents are throwing away to see if any can be diverted to the free store.

Kuhn says the reaction from residents has been overwhelming.

"We didn't even think the reaction would be that good," Kuhn said. "We knew it was a good idea...we have so many positive comments and so many people have reached out to us to say they have enjoyed dropping stuff off and they really enjoy giving stuff away to a family or individuals that can definitely use these items so it's been positive all around its great so far."

Kuhn says he has also been working with not-for-profits in the city to help them get rid of items as well.

"They've always brought their stuff here that they can no longer sell or that have lived their shelf life at their thrift stores. So now, what we're doing with our not-for-profits is encouraging them to come here and drop their items off here (in the store) that are still good, but they haven't sold in a couple of weeks, so it's really giving those items one last chance before they get landfilled," Kuhn said.

The city-owned landfill on Cornwall Centre Road has roughly 12 years left in its life expectancy, according to Kuhn.

"After that we have to close it, we can no longer put waste here so the longer that we can keep it open the better it is for the city of Cornwall and its residents and that all starts by diverting material from the landfill," he added.

"This is not only an opportunity to divert those items but it also gets the conversation started and the thought process started on what can I divert and what can I kind of keep out of the landfill site to help the initiative here," Kuhn said.

The project has been so well received that the city is answering questions from other municipalities looking to start the same initiative.

"We've had a bunch of townships from all over Ontario that have reached out to us and kind of just asked a couple of questions to see how we're doing it and what the specifics are," Kuhn said.

"They are hoping to start a similar program in their place so we encourage anybody who has questions about it to reach out to us. We are more than happy to answer questions or give you tips on how to start," he added.

## RELATED IMAGES







The 'Free store' at the Cornwall landfill site. (Nate Vandermeer / CTV News Ottawa)

## SHARE:

Share **19** Tweet Reddit Share 3.8K

2021 /

APRIL 20, 2021



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

Moved by / *Proposé par* :Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** By-law **2021/30**, being a by-law to amend Zoning By-law 2014/45, to rezone certain lands located on 10537 Highway 17, in Verner from Rural Zone (RU) to Rural Exception Zone 3 (RU-3); shall come into force and take effect on the date it is passed.

	YEAS	NAYS
DUHAIME, Yvon		
FISHER, Christopher		
LARABIE, Roland		
MALETTE, Léo		
ROVEDA, Dan		
WARD 7 (vacant)		
SÉNÉCAL, Denis		
SÉNÉCAL, Lise		
SAVAGE, Joanne (MAYOR)		

CARRIED: \_\_\_\_\_

DEFEATED: \_\_\_\_\_

DEFERRED OR TABLED: \_\_\_\_\_



Resolution No.

**2021/015****WEST NIPISSING PLANNING ADVISORY COMMITTEE  
ZBLA2021/05****APRIL 12, 2021**Moved by / *Proposé par* :***"Christopher Fisher"***Seconded by / *Appuyé par*:***"Yvon Duhaime"***

**WHEREAS** a public meeting was held for the purpose of amending Zoning By-Law 2014-45 for the property located at 10537 Highway 17, Verner, Ontario;

**AND WHEREAS** written concerns and objections were received:

☐ YES or ☒ NO

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

☒ RECOMMENDS

or

☐ DOES NOT RECOMMEND

that the Council for the West Nipissing Municipality adopts the proposed zoning by-law to rezone the property located at 611 Sandhill, as follows:

Schedule **F3-1** of By-Law No. 2014/45 shall be amended by changing the zoning designation of the properties shown on Schedule 'A' attached hereto, which properties are more particularly described as Part Lot 8, Con. 4, Parts 1 – 12, NR2164, Township of Caldwell, Municipality of West Nipissing

1. , Municipality of West Nipissing, shown as hatched on Schedule 'A', attached hereto from RU (Rural) to RU-3 (Rural exception zone 3) to permit an accessory dwelling unit.

2. The provisions shall be as follows:

By-law	Location	Schedule	Special Provisions
2021/____	Part Lot 8, Con. 4, Parts 1 – 12, NR2164, Township of Caldwell, Municipality of West Nipissing	F3-1	<ul style="list-style-type: none"><li>Permitted Accessory uses shall include a dwelling unit.</li></ul>

Defeated:

Deferred/Tabled:

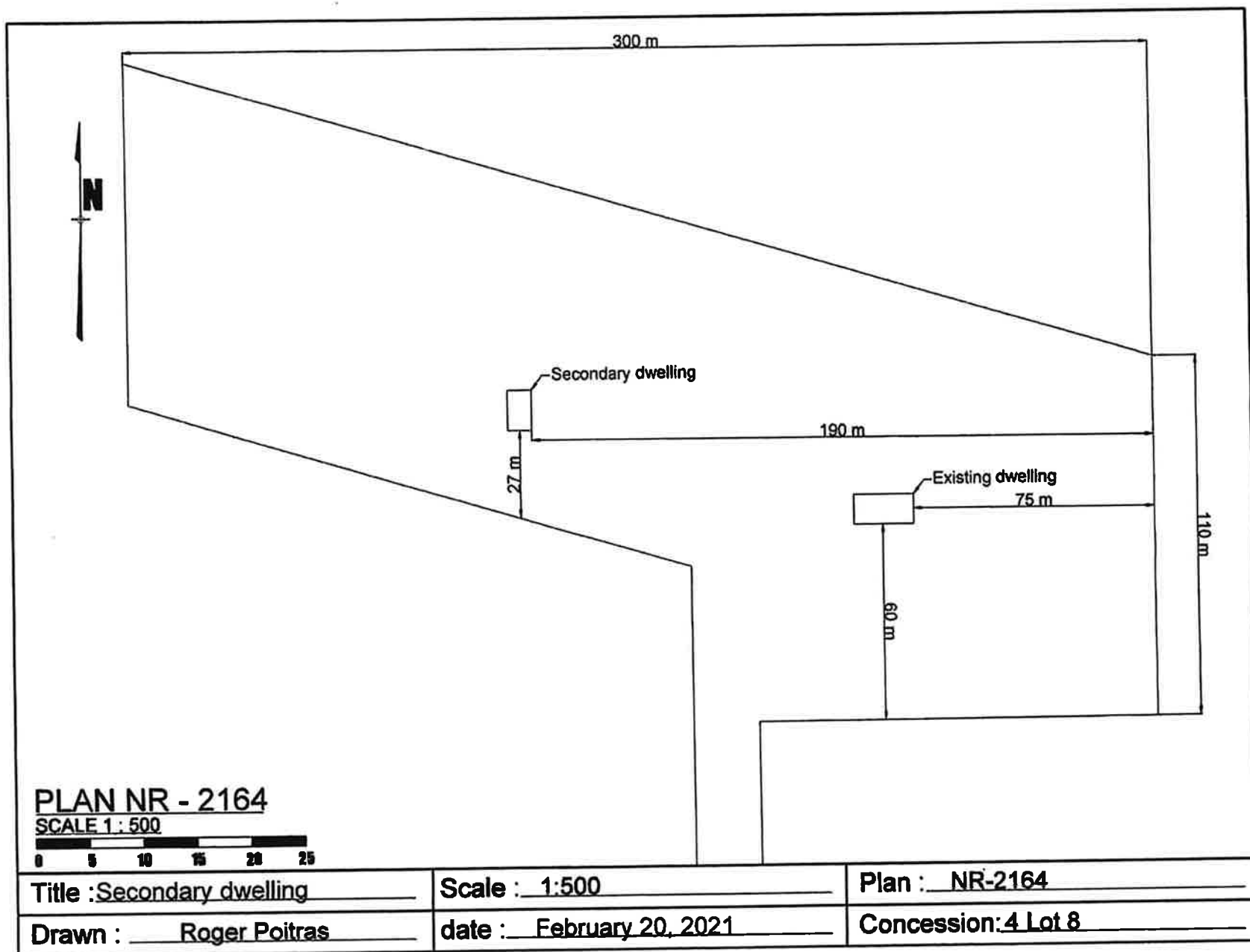
***"Denis Sénécal"***

CHAIR

***"Melanie Ducharme"***

SECRETARY

	Yeas	Nays
Duhaime, Yvon		
Fisher, Christopher		
Pellerin, Fernand		
Roberge, Normand		
Savage, Joanne		
Sénécal, Denis		
Roveda, Dan		





**BY-LAW 2021/30**

**BEING A BY-LAW TO AMEND ZONING BY-LAW NO. 2014/45 TO REZONE  
CERTAIN LANDS at 10537 HIGHWAY 17, VERNER  
FROM RURAL (RU) TO RURAL EXCEPTION ZONE 3 (RU-3)  
(ZONING AMENDMENT FILE NO. ZBLA2021-05)**

**WHEREAS** the owners of the subject property have initiated an amendment to Zoning By-Law 2014-45, for the properties located on 10537 Highway 17, Verner, Part of Lot 8, Concession 4, Parts 1-12 NR-2164, Caldwell Township, Municipality of West Nipissing;

**AND WHEREAS** the Council of the Corporation of the Municipality of West Nipissing has ensured that adequate information has been made available to the public, and has held at least one (1) public meeting after due notice for the purpose of informing the public of this By-Law;

**AND WHEREAS** it is deemed desirable to amend the zone designation shown on Schedule 'F3-1' of By-Law No. 2014/45 pursuant to Section 34 of the *Planning Act* R.S.O. 1990, as amended;

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

1. Schedule 'F3-1' of By-Law No. 2014/45 is amended by changing the zoning designation of the property shown on Schedule 'A' attached hereto, which property is more particularly described as Part of Lot 8, Concession 4, Parts 1 – 12, NR-2164, Twp. Caldwell, Municipality of West Nipissing, shown on Schedule 'A' attached hereto from Rural (RU) Zone to Rural Exception Zone 3 (RU-3).

By-law	Location	Schedule	Zone	Special Provisions
2021/30	10537 Highway 17 Verner, ON Part Lot 8, Con. 4 Parts 1-12, NR2164 Caldwell Twp.	F3-1	R4-3	Permitted Accessory Uses shall include a single-family dwelling

2. This By-law shall take effect on the date of passage and come into force in accordance with Section 34 of the Planning Act, RSO 1990, Ch. P 13.

**ENACTED AND PASSED THIS 20<sup>th</sup> DAY OF APRIL, 2021 AS WITNESSED BY THE SEAL OF THE CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.**

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

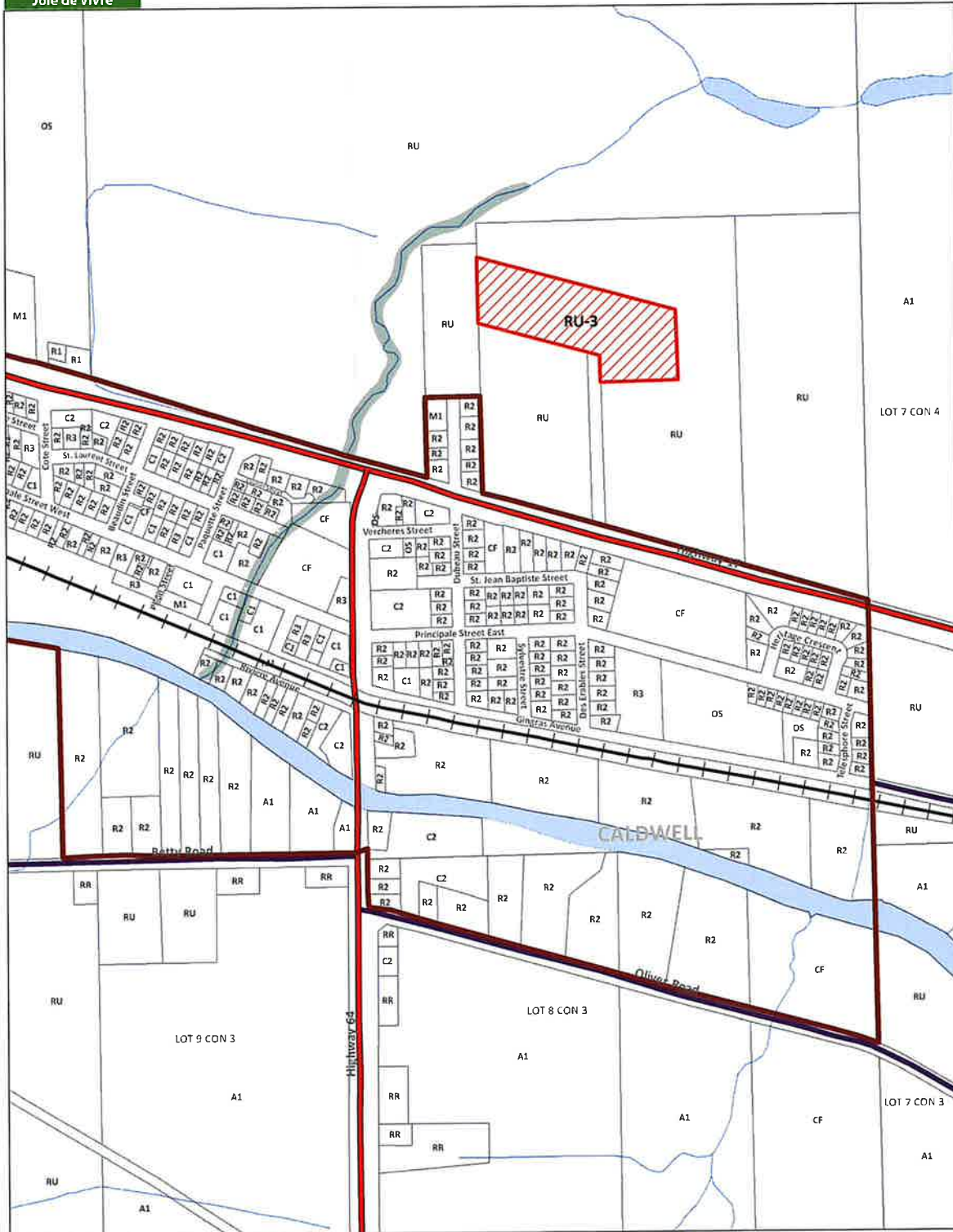
\_\_\_\_\_  
MELANIE DUCHARME, CLERK




West Nipissing Ouest

Joie de vivre

# SCHEDULE 'A' TO BY-LAW 2021/ 30



 LANDS TO BE REZONED FROM RURAL (RU)  
TO RURAL EXCEPTION THREE (RU-3)

10537 HIGHWAY 17, VERNER  
PART OF LOT 8, CONCESSION 4  
PARTS 1 - 12, NR2164  
GEOGRAPHIC TOWNSHIP OF CALDWELL  
MUNICIPALITY OF WEST NIPISSING OUEST

POITRAS



100 50 0 100 200 Metres

MUNICIPALITY OF WEST NIPISSING OUEST  
GEOGRAPHIC TOWNSHIP OF CALDWELL - SCHEDULE F3-1

THIS IS SCHEDULE 'A' TO  
BY-LAW NO. 2021- 30 PASSED THIS  
20th DAY OF APRIL 2021.

JOANNE SAVAGE, MAYOR



PLANScape  
BUILDING COMMUNITY THROUGH PLANNING

THIS DRAWING IS FOR ILLUSTRATION PURPOSES ONLY.  
FOR EXACT BOUNDARY INTERPRETATIONS,  
PLEASE CONTACT THE MUNICIPALITY OF WEST NIPISSING OUEST

MELANIE DUCHARME, CLERK





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

Resolution No.

2021 /

APRIL 20, 2021

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** By-law **2021/31**, being a by-law to amend Zoning By-law 2014/45, to rezone certain lands located on 161 Main Street, in Sturgeon Falls from General Commercial Exception Zone 1 (C1-1) to Residential Four Exception Zone 3 (R4-3); shall come into force and take effect on the date it is passed.

	YEAS	NAYS
DUHAIME, Yvon		
FISHER, Christopher		
LARABIE, Roland		
MALETTE, Léo		
ROVEDA, Dan		
WARD 7 (vacant)		
SÉNÉCAL, Denis		
SÉNÉCAL, Lise		
SAVAGE, Joanne (MAYOR)		

CARRIED: \_\_\_\_\_

DEFEATED: \_\_\_\_\_

DEFERRED OR TABLED: \_\_\_\_\_

# WEST NIPISSING PLANNING ADVISORY COMMITTEE

## ZBLA2021/01

Resolution No.

**2021/014**

**April 12, 2021**

Moved by / *Proposé par* :

***"Joanne Savage"***

Seconded by / *Appuyé par* :

***"Christopher Fisher"***

**WHEREAS** a public meeting was held for the purpose of amending Zoning By-Law 2014-45 for the property located on at 161 rue Main Street, Sturgeon Falls, being Part of Lot 19, W/S Main Street, Plan 11, Sturgeon Falls.

**AND WHEREAS THE PURPOSE AND EFFECT** of the proposed amendment is as to amend the zoning designation of the said property from C1-1 (General Commercial Exception Zone 1) to R-4 (Residential, Four, Exception Zone 3), as shown on the attached Schedule "A";

**AND WHEREAS** written concerns and objections were received:

☒ YES or ☐ NO

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

☒ RECOMMENDS or ☐ DOES NOT RECOMMEND

that the Council for the West Nipissing Municipality adopts the proposed zoning by-law to rezone the property located on 161 rue Main Street, Sturgeon Falls as follows:

- Schedule **SF5** of By-Law No. 2014/45 shall be amended by changing the zoning designation of the properties shown on sketch attached hereto, which properties are more particularly described as rue 161 Main Street, Sturgeon Falls, being Part of Lot 19 W/S Main Street, Plan 11, Sturgeon Falls.

EXCEPTION	BY-LAW	LOCATION	SCHEDULE	SPECIAL PROVISIONS
R4-3	2020/___	Part Lot 19, WS Main Street, Plan 11, Sturgeon Falls	SF5	See Schedule "A" Attached.

	Yeas	Nays
Duhaime, Yvon		
Fisher, Christopher		
Pellerin, Fernand		
Roberge, Normand		
Savage, Joanne		
Sénécal, Denis		
Roveda, Dan		

***"Denis Sénécal"***

CHAIR

***"Melanie Ducharme"***

SECRETARY

## SCHEDULE "A" TO ZBLA2021-01

**Table 5.1 – Parking Requirements**

Type of Building/Use	Existing Standard	Minimum off-street Parking requirements
Commercial Uses	C1-1 no parking requirements for Commercial Zone	Same as C1-1
Dwelling Unit	1.25 spaces per unit	.5 spaces per dwelling unit

**Table 6.2 – Permitted Commercial Accessory Uses for R4-3 Zone**

• Business, Professional or Administrative Office
• Convenience Store
• Education Institution
• Financial Establishment
• Health Services Establishment
• Laundromat
• Personal Service Establishment
• Printing and Publishing Establishment
• Restaurant – drive through or take-out only
• Retail Store
• Service Establishment

**TABLE 6.3**

Regulation	Existing Standard for R4 Zone	Proposed Standard for R4-Exception Zone 3
Lot Area	900m <sup>2</sup>	500m <sup>2</sup>
Lot Coverage	40%	60%
Front Yard	7.5m	0
Rear Yard	7.5m	1m
Interior Side	6m	0
Exterior Side	7.5	0
Set back from Centre Line of Road	23m	10m
Maximum Gross Floor Area/unit	60m <sup>2</sup> /unit	32m <sup>2</sup> /unit
Maximum dwelling units lot area	120m <sup>2</sup> /unit	55m <sup>2</sup> /unit
Minimum landscaped open space	30%	0

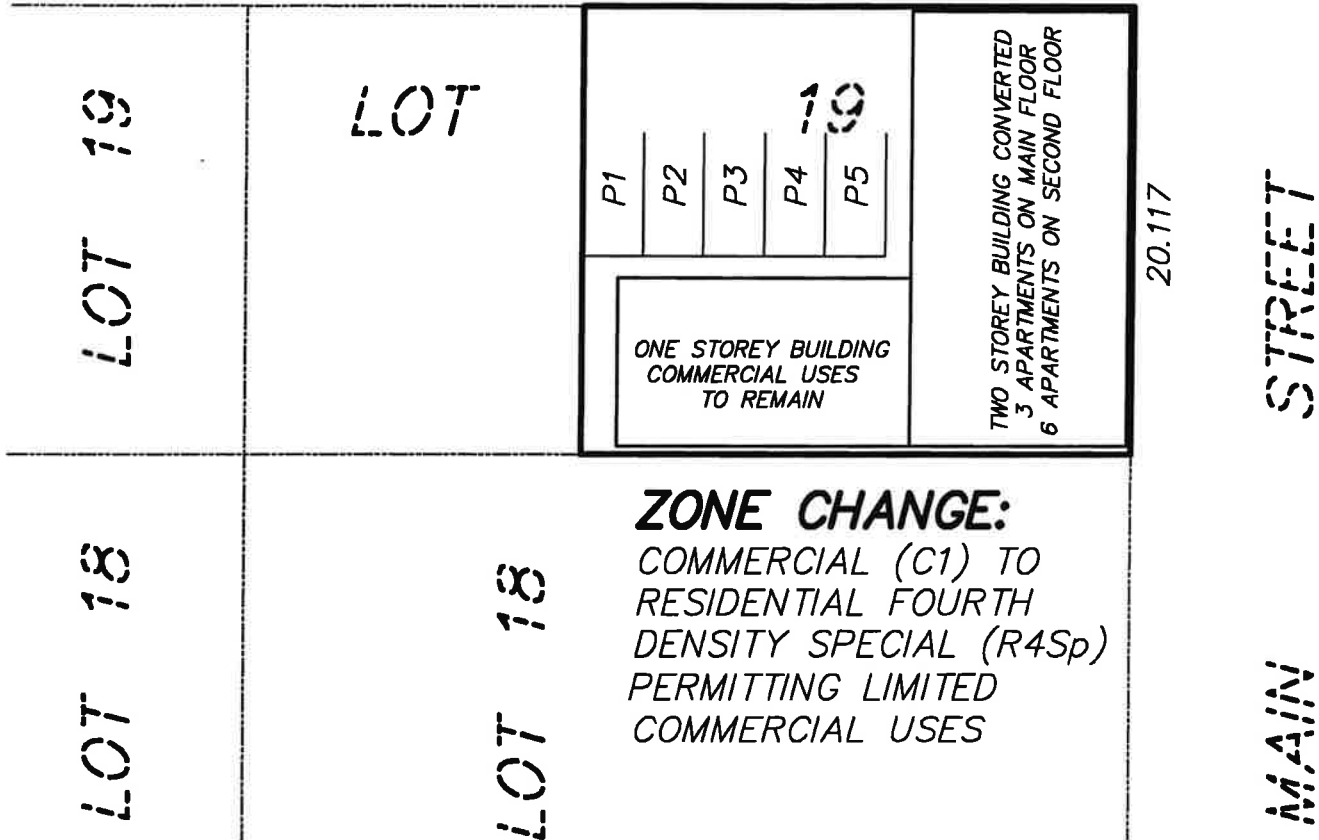
SKETCH TO ACCOMPANY

# ZONING BY-LAW AMENDMENT APPLICATION

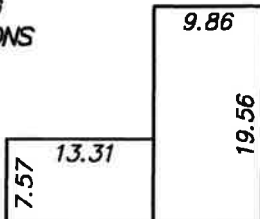
PART OF LOT 19 (WEST SIDE MAIN STREET), REGISTERED PLAN 11  
MUNICIPALITY OF WEST NIPISSING

JOHN STREET

24.99



BUILDING  
DIMENSIONS



## ZONING COMPLIANCE CHART

	ACTUAL	REQUIRED	PROPOSED
LOT AREA	502.8 m <sup>2</sup>	900 m <sup>2</sup>	500 m <sup>2</sup>
LOT COVERAGE	58.4%	40%	60%
FRONT SETBACK	0.2 m	7.5 m	0.0 m
REAR SETBACK	1.6 m	7.5 m	1.0 m
INTERIOR SIDE SETBACK	0.2 m	6.0 m	0.0 m
EXTERIOR SIDE SETBACK	0.2 m	7.5 m	0.0 m
ROAD CENTRELINE SETBACK	10.2 m	23.0 m	10.0 m
MAXIMUM GROSS FLOOR AREA/UNIT	32.14 m <sup>2</sup> /UNIT	60 m <sup>2</sup> /UNIT	32.0 m <sup>2</sup> /UNIT
MAXIMUM # DWELLING UNITS/LOT AREA	55.87 m <sup>2</sup> /UNIT	120 m <sup>2</sup> /UNIT	55.0 m <sup>2</sup> /UNIT
MINIMUM LANDSCAPED OPEN SPACE	0%	30%	0%
PARKING	5 SPACES	1.25/UNIT	0.5/UNIT

### METRIC:

DISTANCES SHOWN ON THIS SKETCH ARE IN METERS AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

### COPYRIGHT:

THIS SKETCH WAS PREPARED EXCLUSIVELY FOR IGOR BIFIR AND THE UNDERSIGNED ACCEPTS NO RESPONSIBILITY FOR USE BY OTHERS.

© NO PERSON MAY COPY, REPRODUCE, DISTRIBUTE, OR ALTER THIS PLAN IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF PAUL GOODRIDGE, OLS.

### CAUTION:

THIS SKETCH IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED FOR MORTGAGE OR TRANSACTION PURPOSES. IT IS TO BE USED SOLELY FOR THE EXPRESS PURPOSE STATED HEREON.

**GOODRIDGE GOULET**  
**PLANNING & SURVEYING LTD.**

ONTARIO LAND SURVEYOR - LAND USE PLANNER - DEVELOPMENT CONSULTANTS  
UNIT 1 - 490 MAIN STREET EAST, NORTH BAY, ON P1B 1B5  
705-493-1770 paul.goodridge@ggpltd.com

DATE	FIELD	OFFICE	FILE
03/22/21	NP	P. GOODRIDGE	1055-21



THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

**BY-LAW 2021/31**

**BEING A BY-LAW TO AMEND ZONING BY-LAW NO. 2014/45 TO REZONE  
CERTAIN LANDS ON 161 MAIN ST  
FROM GENERAL, COMMERCIAL (C1-1) TO RESIDENTIAL, FOUR EXCEPTION ZONE 3 (R4-3)  
(ZONING AMENDMENT FILE NO. ZBLA2021-01)**

**WHEREAS** the owners of the subject property have initiated an amendment to Zoning By-Law 2014-45, for the properties located on 161 Main Street, being Part of Lot 19 w/s Main Street, Plan 11, Sturgeon Falls, Municipality of West Nipissing;

**AND WHEREAS** the Council of the Corporation of the Municipality of West Nipissing has ensured that adequate information has been made available to the public, and has held at least one (1) public meeting after due notice for the purpose of informing the public of this By-Law;

**AND WHEREAS** it is deemed desirable to amend the zone designation shown on Schedule 'SF5' of By-Law No. 2014/45 pursuant to Section 34 of the *Planning Act* R.S.O. 1990, as amended;

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

1. Schedule 'SF5' of By-Law No. 2014/45 is amended by changing the zoning designation of the property shown on Schedule 'A' attached hereto, which property is more particularly described as Part of Lot 19, Plan 11, Sturgeon Falls, Municipality of West Nipissing, shown on Schedule 'A' attached hereto from General Commercial (C1-1) Zone to Residential, Four (R4-3).

By-law	Location	Schedule	Zone	Special Provisions
2021/31	161 Main Street, Part of Lot 19 W/S Main Street, Plan 11, Sturgeon Falls, ON	SF5	R4-3	See Schedule "B"

2. This By-law shall take effect on the date of passage and come into force in accordance with Section 34 of the Planning Act, RSO 1990, Ch. P 13.

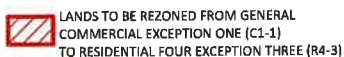
**ENACTED AND PASSED THIS 20<sup>th</sup> DAY OF APRIL, 2021 AS WITNESSED BY THE SEAL OF THE CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.**

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

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



**Joie de vivre**



THIS IS SCHEDULE 'A' TO  
BY-LAW NO. 2021- 31 PASSED THIS  
20th DAY OF APRIL 2021.



**PLANScape**  
BUILDING COMMUNITY THROUGH PLANNING

THIS DRAWING IS FOR ILLUSTRATION PURPOSES ONLY.  
FOR EXACT BOUNDARY INTERPRETATIONS,  
PLEASE CONTACT THE MUNICIPALITY OF WEST NIPISSING OUEST

MELANIE DUCHARME, CLERK



## SCHEDULE "B" TO 2021-31

**Table 5.1 – Parking Requirements**

Type of Building/Use	Existing Standard	Minimum off-street Parking requirements
Commercial Uses	C1-1 no parking requirements for Commercial Zone	Same as C1-1
Dwelling Unit	1.25 spaces per unit	.5 spaces per dwelling unit

**Table 6.2 – Permitted Commercial Accessory Uses for R4-3 Zone**

• Business, Professional or Administrative Office
• Convenience Store
• Education Institution
• Financial Establishment
• Health Services Establishment
• Laundromat
• Personal Service Establishment
• Printing and Publishing Establishment
• Restaurant – drive through or take-out only
• Retail Store
• Service Establishment

**TABLE 6.3**

Regulation	Existing Standard for R4 Zone	Proposed Standard for R4-Exception Zone 3
Lot Area	900m <sup>2</sup>	500m <sup>2</sup>
Lot Coverage	40%	60%
Front Yard	7.5m	0
Rear Yard	7.5m	1m
Interior Side	6m	0
Exterior Side	7.5	0
Set back from Centre Line of Road	23m	10m
Maximum Gross Floor Area/unit	60m <sup>2</sup> /unit	32m <sup>2</sup> /unit
Maximum dwelling units lot area	120m <sup>2</sup> /unit	55m <sup>2</sup> /unit
Minimum landscaped open space	30%	0

**2021 /**

**APRIL 20, 2021**



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

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** By-law **2021/32**, being a deeming by-law to designate lots 7, 8 and 9, Registered Plan 36M-598 not to be lots on a registered plan of subdivision, shall come into force and take effect on the date it is passed.

	YEAS	NAYS
DUHAIME, Yvon		
FISHER, Christopher		
LARABIE, Roland		
MALETTE, Léo		
ROVEDA, Dan		
Ward 7 (vacant)		
SÉNÉCAL, Denis		
SÉNÉCAL, Lise		
SAVAGE, Joanne (MAYOR)		

CARRIED: \_\_\_\_\_

DEFEATED: \_\_\_\_\_

DEFERRED OR TABLED: \_\_\_\_\_



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

## **BY-LAW 2021/32**

### **BEING A DEEMING BY-LAW TO DESIGNATE LOTS 7, 8 AND 9, REGISTERED PLAN 36M-598 NOT TO BE A LOT ON A REGISTERED PLAN OF SUBDIVISION**

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**WHEREAS** the Owner of Lots 7, 8 and 9 Registered Plan 36M-598, (the "Lands") has applied to the Municipality to have the Lands deemed not to be lots on a Registered Plan of Subdivision pursuant to Section 50(4) of the *Planning Act*, R.S.O., c. P. 13.

**THEREFORE, BE IT RESOLVED** that the West Nipissing Planning Advisory Committee recommends that Council for the Municipality of West Nipissing pass a By-law deeming lots 7, 8 and 9, Plan 36M-598 not to be a lot on a plan of Subdivision.

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

1. **DEEMING:** Lots 7, 8 and 9, Registered Plan 36M-598, Municipality of West Nipissing, is, pursuant to Section 50(4) of the *Planning Act*, R.S.O., 1990 C.P. 13, deemed not to be a Lot on a Registered Plan of Subdivision for the purposes of Section 50(3) of the *Planning Act* (Ontario).

**ENACTED AND PASSED THIS 20<sup>th</sup> DAY OF APRIL, 2021 AS WITNESSED BY THE SEAL OF THE CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.**

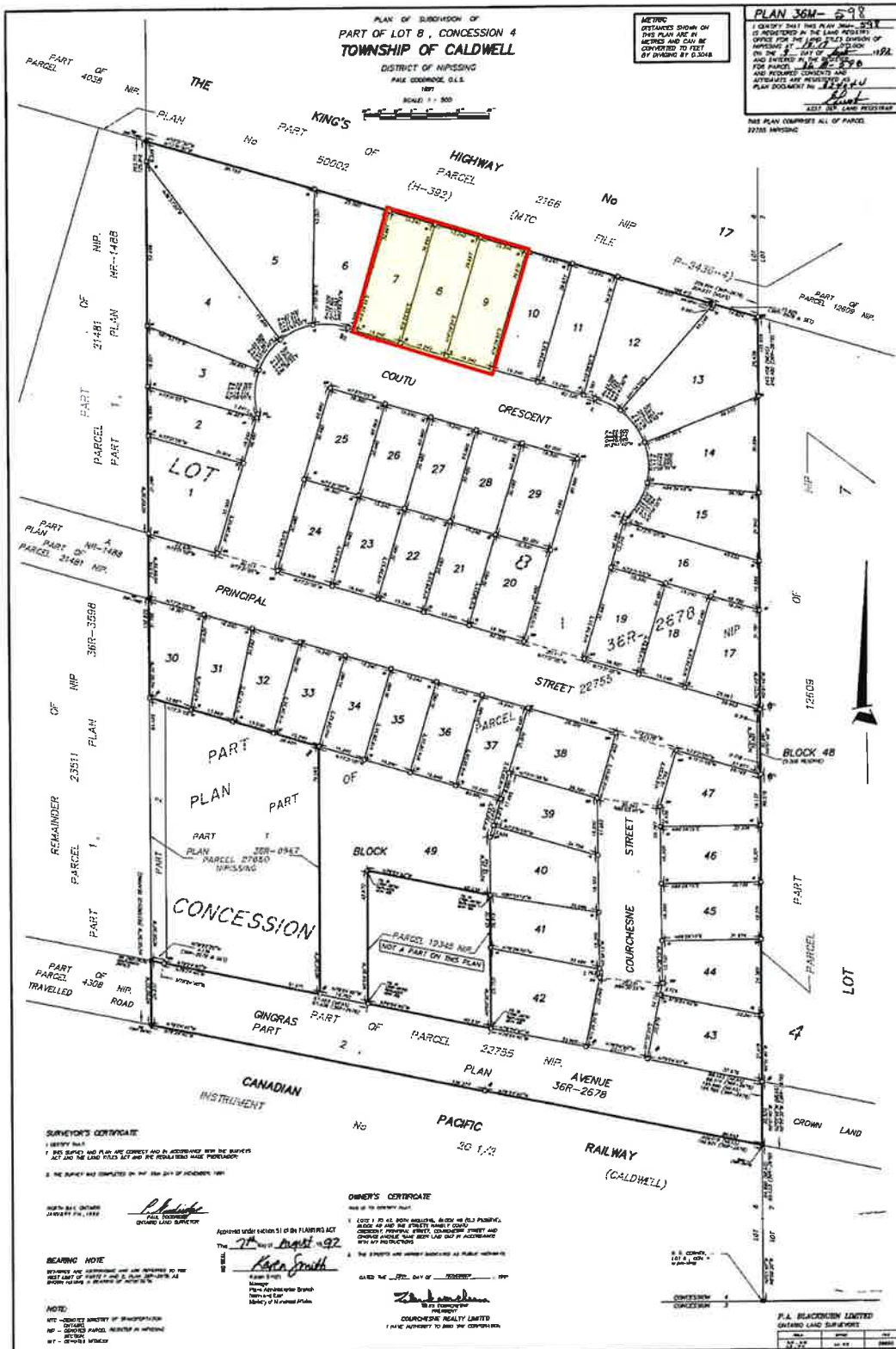
---

JOANNE SAVAGE, MAYOR

---

MELANIE DUCHARME, CLERK

SKETCH FOR BY-LAW 2021/32





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

2021/

APRIL 20, 2021

Moved by / *Proposé par* :Seconded by / *Appuyé par* :

**WHEREAS** a Public meeting was held on April 12, 2021 for draft plan approval of a plan of subdivision on property located on Roy Street, Sturgeon Falls, Municipality of West Nipissing and more particularly described as Part of the North Half of Lot 5, Concession A, Township of Springer, owned by 1369965 Ontario Limited, Rheal and Christine Marleau

**AND WHEREAS** written and public submissions were made and considered by the West Nipissing Planning Advisory Committee, on April 12, 2021;

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

**BE IT THEREFORE RESOLVED THAT** draft plan of Subdivision, be granted for Subdivision Application No. SUBD 2021/02 made made by **1369965 ONTARIO LIMITED and Rheal and Christine Marleau** for plan of subdivision located on Roy Street, Sturgeon Falls, Municipality of West Nipissing and more particularly described as Part of the North Half of Lot 5, Concession A, Township of Springer, *which draft plan shall be amended to include Parts 13 and 14, Plan 36R-8394 (amendment)*; attached hereto, including Schedule "A" thereto.

	YEAS	NAYS
DUHAIME, Yvon		
FISHER, Christopher		
LARABIE, Roland		
MALETTE, Léo		
ROVEDA, Dan		
WARD 7 (vacant)		
SÉNÉCAL, Denis		
SÉNÉCAL, Lise		
SAVAGE, Joanne (MAYOR)		

CARRIED: \_\_\_\_\_

DEFEATED: \_\_\_\_\_

DEFERRED OR TABLED: \_\_\_\_\_

## SCHEDULE "A"

### SUBD2021-02 - SPECIAL CONDITIONS OF DRAFT APPROVAL

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

- 1) The Corporation of the Municipality of West Nipissing's conditions and amendments to final plan of approval, for registration of Subdivision File No. SUBD2021/02 made by **1369965 Ontario Limited and Rheal and Christine Marleau** are as follows:
- 2) That this approval expires three (3) years from the date of approval shown by the "Draft Plan Approval Stamp" on the face of the draft plan. If there is an appeal to the Ontario Municipal Board under section 51 (39) of the *Planning Act*, the three (3) year expiration period does not begin until the date of the order of the Ontario Municipal Board issued in respect of the appeal or from the date of a notice issued by the Board under section 52(51) of the *Planning Act*.
- 3) This Draft Approval applies to the Plan of Subdivision prepared by Goodridge, Goulet Planning & Surveying Inc., dated March 17, 2021 which is comprised of 2.83 Hectares.
- 4) That the owner agrees in writing to satisfy all requirements, financial and otherwise of the Municipality of West Nipissing concerning provision of services.
- 5) That such easements as may be required for utility or drainage purposes shall be granted to the appropriate authority in such location as may be agreed upon for the orderly provision of utilities and services.
- 6) That the Subdivision Agreement between the owner and the Municipality contain wording acceptable to the City Engineer to ensure that:
  - a) the owner agrees that a Stormwater Management Plan shall be undertaken by a professional engineer with respect to the Subdivision describing best management practices and appropriate measures to maintain quality storm runoff, both during and after construction; and
  - b) The Stormwater Management report shall also address any slope stability or any hydrogeological issues associated with this development
  - c) Any recommendations forthcoming from the Stormwater Management Study shall be incorporated into the final Subdivision site design and implemented to the ongoing satisfaction of, and at no expense to, the Municipality.
- 7) That the Owner provides full engineering drawings showing the provision of full municipal services prepared by a qualified engineer, to the satisfaction of, and at no expense to the Municipality of West Nipissing to address the following:



- a. Road design
  - b. Storm water and drainage
  - c. Sidewalk
  - d. Water mains and services
  - e. Sanitary mains and services
  - f. Fire hydrant and spacing
  - g. Entrances to lots;
  - h. Street lighting
  - i. CMB location;
  - j. Location of other services (telephone, gas, hydro, etc.).
- 8) That the owner agrees to convey up to 5% of the land included in the plan or cash-in-lieu to the Municipality for park or other public recreational purposes as council may determine.
- 9) The owner covenants and agrees to provide the municipality with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMB) as required by Canada Post Corporation. The owner further agrees to provide notice to prospective purchaser of the locations of the CMB and that home/business mail delivery will be provided by CMBs provided by the owner, provided that the owner has paid for the activation and equipment installation of the CMB's.
- 10) That the Subdivision Agreement between the owner and the Municipality be registered by the Municipality against lands to which it applies once the Plan of Subdivision has been registered prior to any encumbrances.
- 11) That the Subdivision Agreement between the owner and the Municipality contain a Special Provision with wording acceptable to or Hydro One/Greater Sudbury Utilities to ensure that:
- a. Prior to final approval, a copy of the lot grading and drainage plan, showing existing and final grades, must be submitted to Hydro One/Greater Sudbury Utilities for review and approval.
  - b. Any development in conjunction with the subdivision must not block vehicular access to any Hydro One/Greater Sudbury Utilities facilities located on the right-of-way. During construction, there will be no storage of materials or mounding of earth or other debris on the right-of-way.
  - c. The costs of any relocations or revisions to Hydro One/Greater Sudbury Utilities facilities which are necessary to accommodate this subdivision will be borne by the developer.
  - d. The easement rights of Hydro One/Greater Sudbury Utilities and its legal predecessors are to be protected and maintained.
- 12) That before Municipal Council's Final Approval is given, the Council shall be advised in writing by the Director of Community Services how Condition No. 8 has been satisfied.

- 13) That before City Council's Final Approval is given, the Council shall be advised in writing by Canada Post Corporation how Condition No. 9 has been satisfied.

NOTES

- 1) We suggest you make yourself aware of the following:
  - a) Section 143(1) of The Land Titles Act, R.S.O. 1980 as amended, which requires all new plans to be registered in a land titles system.
  - b) Section 143(2) allows certain exceptions.
- ~~2) Prior to any construction, a Fill, Construction and Alteration to Waterways Permit is required from the North Bay-Mattawa Conservation Authority. The subject lands are within an area regulated by the North Bay-Mattawa Conservation Authority under Ontario Regulation 162/90. This regulation is pursuant to Section 28 of the Conservation Authorities Act of Ontario.~~
- ~~3) Private water supply and sewage disposal facilities must be approved by the Ministry of the Environment, or its agent in certain areas, in accordance with Ontario Regulations 229/74 as amended, made under the Environmental Protection Act, 1971, as amended.~~
- 4) We recommend you make yourself aware of applicable Federal and Provincial laws regarding construction in proximity to waterbodies.
- 5) The Developer is hereby advised that prior to commencing any work within the Plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Services).
- 6) The Owner/Developer is hereby advised that prior to commencing any work within the Plan, the Owner/Developer must confirm with Hydro One/Greater Sudbury Utilities that appropriate electrical services infrastructure is currently available along the proposed development to provide delivery of electrical energy to the proposed development. In the event that such infrastructure is not available, the Owner/Developer is hereby advised that the Owner/Developer may be required to pay for the connection to and/or extension of the existing electrical distribution infrastructure, in accordance with Hydro One and the Ontario Distribution System Code.



## WEST NIPISSING PLANNING ADVISORY COMMITTEE

Resolution No.

**2021 / 016**

**April 12, 2021**

Moved by / *Proposé par* :

***“Christopher Fisher”***

Seconded by / *Appuyé par* :

***“Yvon Duhaime”***

**WHEREAS** a Public meeting was held on April 12, 2021 for draft plan approval of a plan of subdivision on property located on Roy Street, Sturgeon Falls, Municipality of West Nipissing and more particularly described as Part of the North Half of Lot 5, Concession A, Township of Springer, owned by 1369965 Ontario Limited, Rheal and Christine Marleau;

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

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

**BE IT RESOLVED** that the Planning Advisory Committee of West Nipissing



**RECOMMENDS**



**DOES NOT RECOMMEND**

draft approval of the Application for Subdivision Approval made by **1369965 ONTARIO LIMITED** and **Rheal and Christine Marleau** for plan of subdivision located on Roy Street, Sturgeon Falls, Municipality of West Nipissing and more particularly described as Part of the North Half of Lot 5, Concession A, Township of Springer, *which draft plan shall be amended to include Parts 13 and 14, Plan 36R-8394 (amendment);*

**SPECIAL CONDITIONS to be included in addition to SCHEDULE “A”, attached hereto:**

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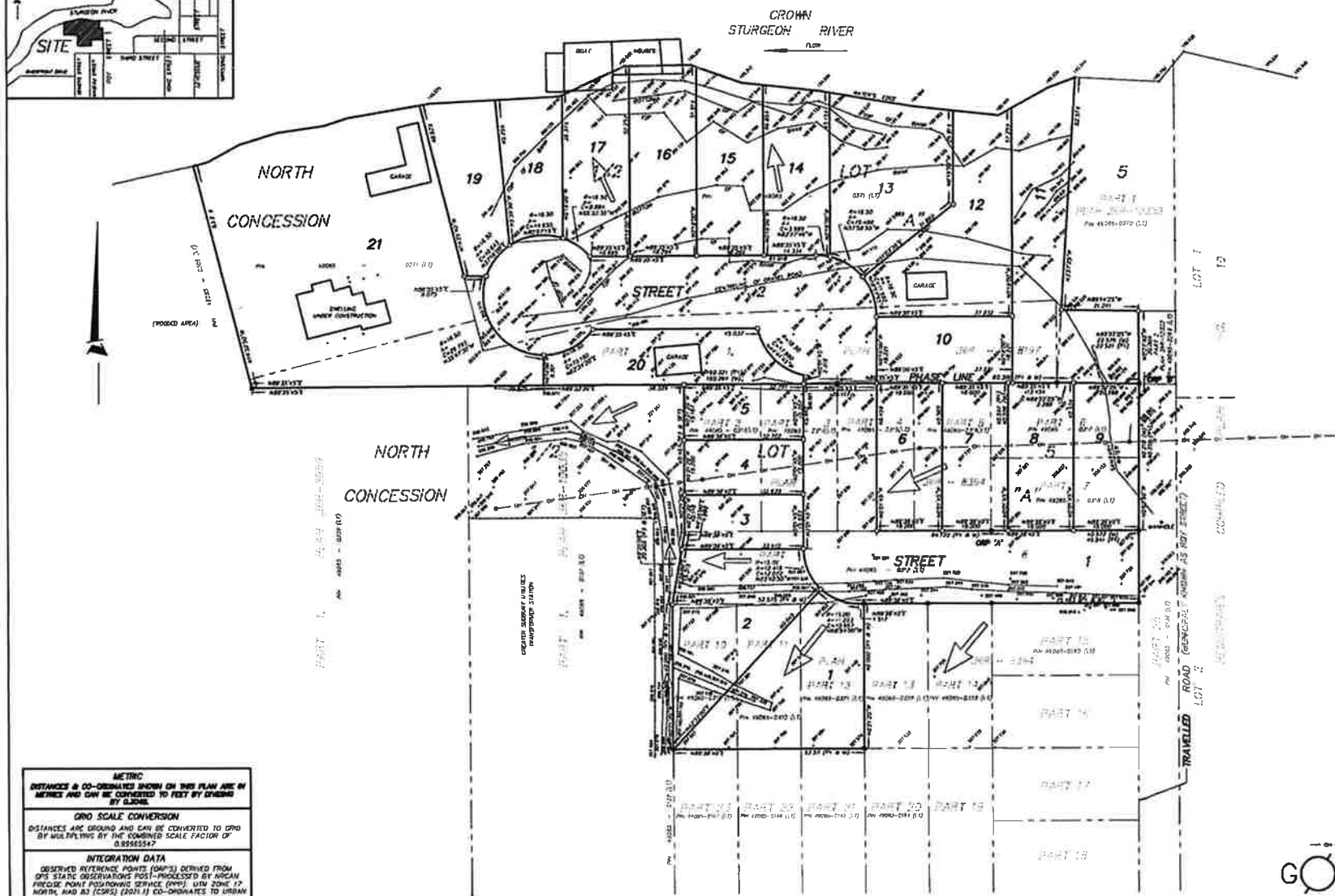
***“Denis Sénécal”***

CHAIR

***“Melanie Ducharme”***

SECRETARY

	Yeas	Nays
Duhaime, Yvon		
Fisher, Christopher		
Pellerin, Fernand		
Roberge, Normand		
Savage, Joanne		
Sénécal, Denis		
Roveda, Dan		



SUBJECT TO THE CONDITIONS, IF ANY, SET FORTH IN OUR LETTERS OF OFFER, THIS DRAFT PLAN IS APPROVED BY THE MUNICIPALITY OF WEST NIPISSING UNDER SECTION 51 OF THE PLANNING ACT, R.S.O. 1990, c. 30 (1990).

**DRAFT PLAN OF SUBDIVISION OF  
PART OF NORTH 1/2 LOT 5  
CONCESSION 'A'  
GEOGRAPHIC TOWNSHIP OF SPRINGER  
MUNICIPALITY OF WEST NIPISSING  
DISTRICT OF NIPISSING**

PAUL GOODRIDGE, OLS.

SCALE: 1 : 500



**SECTION 51 (17) OF THE ONTARIO PLANNING ACT**

- (1) THE BOUNDARIES OF THE LAND PROPOSED TO BE SUBDIVIDED, DERIVED BY THE SURVEYOR, SHALL BE BASED ON THE FOLLOWING:
  - (a) THE LOCATION, WIDTH AND NUMBER OF THE PROPOSED HIGHWAYS, WHEN THE PROPOSED SUBDIVISION AFFECTS ANY HIGHWAY, AS SHOWN ON PLAN;
  - (b) A MAP PLAN OF A TOWN OR CITY, WHEN THE PROPOSED SUBDIVISION IS ON LAND IN A TOWN OR CITY;
  - (c) THE PURPOSE FOR WHICH THE PROPOSED LANDS ARE TO BE USED IS RESIDENTIAL;
  - (d) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (e) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (f) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (g) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (h) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (i) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (j) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (k) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (l) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (m) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (n) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (o) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (p) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (q) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (r) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (s) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (t) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (u) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (v) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (w) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (x) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (y) THE EXISTING LOTS OF ALL ADJOINING LANDS;
  - (z) THE EXISTING LOTS OF ALL ADJOINING LANDS;

**BEARING NOTE**

BEARINGS HEREIN ARE TRUE BEARINGS DERIVED FROM SURVEY OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF THE WEST (LONGITUDE OF THE LAST EXTERNAL ANGULAR CORNER) OF THE TOWNSHIP OF SPRINGER, AS SHOWN ON PLAN.

A COORDINATE-ORIGIN SYSTEM HAS BEEN ADOPTED TO CONVERT ALL BEARING AND DISTANCE MEASUREMENTS TO A COMMON ORIGIN POINT. THE ORIGIN POINT IS THE INTERSECTION OF THE CENTRAL MERIDIAN OF THE TOWNSHIP OF SPRINGER AND THE 49TH PARALLEL NORTH. THE COORDINATE ORIGIN POINT IS SHOWN ON PLAN.

ROTATION = 32.38° (CLOCKWISE) FROM CENTRAL MERIDIAN (PLAN) TO THE CENTRAL MERIDIAN OF THE TOWNSHIP OF SPRINGER.

1:500 = 32.38° (CLOCKWISE) FROM CENTRAL MERIDIAN (PLAN) TO THE CENTRAL MERIDIAN OF THE TOWNSHIP OF SPRINGER.

1:500 = 32.38° (CLOCKWISE) FROM CENTRAL MERIDIAN (PLAN) TO THE CENTRAL MERIDIAN OF THE TOWNSHIP OF SPRINGER.

**OWNER'S CERTIFICATE**

THIS IS TO CERTIFY THAT:

I HEREBY AUTHORIZE THIS DRAFT PLAN OF SUBDIVISION TO BE SUBMITTED ON MY BEHALF.

DATED: \_\_\_\_\_

OWNER'S SIGNATURE \_\_\_\_\_

OWNER'S SIGNATURE \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT THE BOUNDARIES OF SUBJECT LANDS AND THEIR RELATIONSHIP TO ADJOINING LANDS ARE ACCURATELY SHOWN.

MARCH 16, 2021 PAUL GOODRIDGE, OLS.

LEGEND

- 1553 ELANOR DOUGLAS & DAVID L. DOUGLAS, OLS.
- 1554 J. A. HARRIS, OLS.
- 1555 P. A. HARRIS, OLS.
- 1556 J. A. HARRIS, OLS.
- 1557 J. A. HARRIS, OLS.
- 1558 J. A. HARRIS, OLS.
- 1559 J. A. HARRIS, OLS.
- 1560 J. A. HARRIS, OLS.
- 1561 J. A. HARRIS, OLS.
- 1562 J. A. HARRIS, OLS.
- 1563 J. A. HARRIS, OLS.
- 1564 J. A. HARRIS, OLS.
- 1565 J. A. HARRIS, OLS.
- 1566 J. A. HARRIS, OLS.
- 1567 J. A. HARRIS, OLS.
- 1568 J. A. HARRIS, OLS.
- 1569 J. A. HARRIS, OLS.
- 1570 J. A. HARRIS, OLS.
- 1571 J. A. HARRIS, OLS.
- 1572 J. A. HARRIS, OLS.
- 1573 J. A. HARRIS, OLS.
- 1574 J. A. HARRIS, OLS.
- 1575 J. A. HARRIS, OLS.
- 1576 J. A. HARRIS, OLS.
- 1577 J. A. HARRIS, OLS.
- 1578 J. A. HARRIS, OLS.
- 1579 J. A. HARRIS, OLS.
- 1580 J. A. HARRIS, OLS.
- 1581 J. A. HARRIS, OLS.
- 1582 J. A. HARRIS, OLS.
- 1583 J. A. HARRIS, OLS.
- 1584 J. A. HARRIS, OLS.
- 1585 J. A. HARRIS, OLS.
- 1586 J. A. HARRIS, OLS.
- 1587 J. A. HARRIS, OLS.
- 1588 J. A. HARRIS, OLS.
- 1589 J. A. HARRIS, OLS.
- 1590 J. A. HARRIS, OLS.
- 1591 J. A. HARRIS, OLS.
- 1592 J. A. HARRIS, OLS.
- 1593 J. A. HARRIS, OLS.
- 1594 J. A. HARRIS, OLS.
- 1595 J. A. HARRIS, OLS.
- 1596 J. A. HARRIS, OLS.
- 1597 J. A. HARRIS, OLS.
- 1598 J. A. HARRIS, OLS.
- 1599 J. A. HARRIS, OLS.
- 1600 J. A. HARRIS, OLS.

**GOODRIDGE GOULET  
PLANNING & SURVEYING LTD.**

ONTARIO LAND SURVEYOR - LAND USE PLANNER - DEVELOPMENT CONSULTANTS  
801 - 430 MAIN STREET EAST, NORTH BAY, ON P1B 1B3  
705-433-1173 paul@goodridgegoulet.com  
705-433-7974 dan@goodridgegoulet.com

FIELD	DATE	FILE
A. REVIEW	B. SIGNATURE	C. SIGNATURE

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 GIVEN AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99995557.		
INTEGRATION DATA		
OBSERVED REFERENCE POINTS (ORP'S) DERIVED FROM GPS STATIC OBSERVATIONS POST-PROCESSING BY ARCAN, PRECISE POINT POSITIONING SERVICE (PPP), UTM ZONE 17N, NORTH, AND 83 (CORS) (2011) CO-ORDINATES TO UTM, ACCURACY AS PER SECTION 14 (2) OF S. REG. 216/10.		
POINT ID	NORTHING	EASTING
ORP 1	5,124,791.682	507,863.555
ORP 2	5,124,792.311	507,864.082
CO-ORDINATES CANNOT, BY THEMSELVES, BE USED TO ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

**PHASES:**

- PHASE 1 TO PREPARE OF LOTS 1 TO 8 (NORTH WESTQUARTER)
- PHASE 2 TO PREPARE OF LOTS 9 TO 21 (SOUTH WESTQUARTER)



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

Resolution No.

**F-5**

**2021 /**

**APRIL 20, 2021**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** By-law **2021/33**, being a by-law to accept, assume and dedicate lands for public highway purposes, shall come into force and take effect on the date it is passed.

PART OF E ½ LOT 11, CON B,  
PART 2, PLAN 36R-14507,  
GEOGRAPHIC TOWNSHIP OF CALDWELL,  
MUNICIPALITY OF WESTNIPISSING,  
DISTRICT OF NIPISSING.

Being parts of the travelled road known as chemin Rainville Road, Lavigne, Ontario.

	YEAS	NAYS
DUHAIME, Yvon		
FISHER, Christopher		
LARABIE, Roland		
MALETTE, Léo		
ROVEDA, Dan		
Ward 7 (vacant)		
SÉNÉCAL, Denis		
SÉNÉCAL, Lise		
SAVAGE, Joanne (MAYOR)		

CARRIED: \_\_\_\_\_

DEFEATED: \_\_\_\_\_

DEFERRED OR TABLED: \_\_\_\_\_



THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

**BY-LAW 2021/33**

**BEING A BY-LAW TO ACCEPT, ASSUME AND DEDICATE LANDS  
FOR PUBLIC HIGHWAY PURPOSES – RAINVILLE ROAD, CALDWELL TWP.**

---

**WHEREAS** Section 31 (2) of the *Municipal Act 2001, S.O. 2001, c.25*, as amended, requires a municipality by by-law to establish a highway for public use.

**AND WHEREAS** Section 44 does not apply to the highways until the municipality has passed the by-law;

**AND WHEREAS** it is deemed prudent to accept and assume the lands described herewith and to dedicate the same for highway purposes;

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

1. That part of the lands described in Transfers of Land to the Corporation of the Municipality of West Nipissing as listed below, be accepted and the said lands be assumed and dedicated as part(s) of the public highway(s).

PART OF E 1/2 LOT 11, CON B,  
PART 2, PLAN 36R-14507,  
GEOGRAPHIC TOWNSHIP OF CALDWELL,  
MUNICIPALITY OF WESTNIPISSING,  
DISTRICT OF NIPISSING.

Being parts of the travelled road known as chemin Rainville Road, Lavigne, Ontario.

**ENACTED AND PASSED THIS 20<sup>TH</sup> DAY OF APRIL, 2021 AS WITNESSED BY THE SEAL OF THE  
CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.**

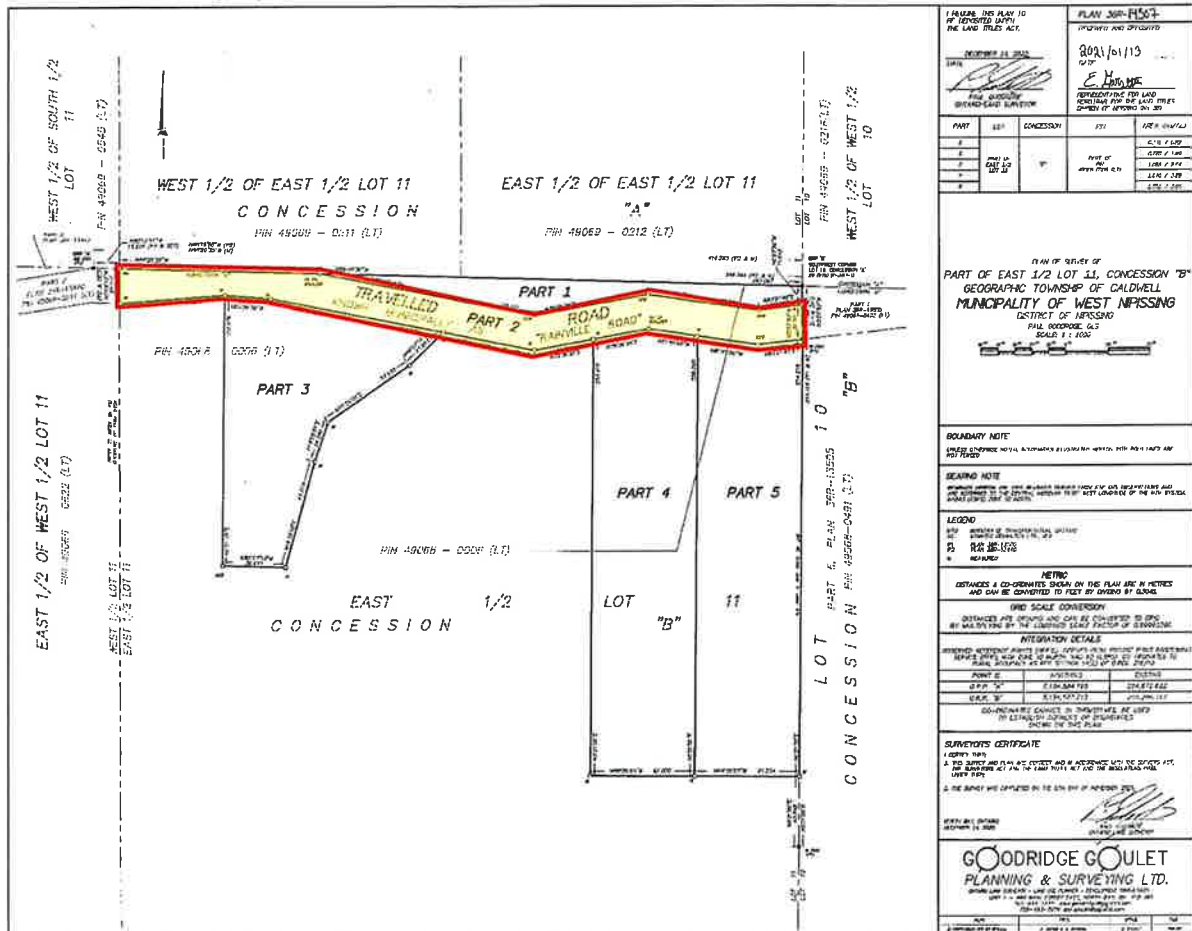
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JOANNE SAVAGE,  
MAYOR

---

MELANIE DUCHARME,  
CLERK







# MEMORANDUM

F-6

**TO:** Mayor and Council  
**FROM:** Melanie Ducharme, Municipal Clerk/Planner  
**DATE:** April 16, 2021  
**RE:** **FILE NO. SUBD2017/03 (B & S MORRISON EXCAVATING LTD.  
now WEST NIPISSING CASA DEVELOPMENTS INC.)**

Please see executed Subdivision Agreement which is being brought to Council for execution and adoption in order that the developer may proceed with registration and subsequent sale of lots.

In late 2019, Council was asked to consider certain requests by the developer in regards to the completion and registration of the above noted subdivision project: The following provides updates and additional information respect to the entering into of a Subdivision Agreement with the Municipality.

1. **Sidewalks:** Council agreed to a paved shoulder and the Engineering Estimates have been amended to include additional asphalt for the paved shoulder;
2. **Security for Hydro Infrastructure:** The Developer has now entered into an Agreement directly with Hydro One for the installation of Hydro infrastructure in the subdivision and has provided adequate security to the Hydro One therefor. Copies of the Agreement with Hydro One and associated Letter of Credit have been provided;
3. **Direct Municipal Charges:** Council agreed that the Engineering Review Fees be reduced to the minimum payable (\$1,000);
4. **Parkland:** At a Special Meeting of Council held on November 25, Council agreed to accept cash in lieu of the Parkland Dedication. The calculation for this dedication is shown on Schedule A5 of the Agreement and is in accordance with the provisions of the *Planning Act* (Ontario);
5. **Security for Completion of Works:** The developer has provided updated security estimates from his engineering firm for the completion of the works and a Letter of Credit representing 100% of the required security for the completion of the above ground and below ground services and streetlighting is being filed with the Municipality upon execution of the Agreement.
6. **Permits:** It should be noted that notwithstanding the registration of the subdivision agreement, the municipality reserves the right to ensure that the infrastructure is sufficiently constructed prior to the issuance of building permits.

Joie de vivre



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



THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

**BY-LAW 2021/34**

**BEING A BY-LAW OF THE MUNICIPALITY OF WEST NIPISSING  
TO AUTHORIZE THE EXECUTION OF A SUBDIVISION  
AGREEMENT WITH WEST NIPISSING CASA DEVELOPMENTS INC.  
formerly B & S MORRISON EXCAVATING INC.  
(SUBD FILE NO. 2017/03 – ROY ST., QUESNEL RD., NIPISSING ST., TWP. SPRINGER)**

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**WHEREAS** Draft Approval to a Plan of Subdivision submitted by **B & S MORRISON EXCAVATING INC.**, was given on the 13<sup>th</sup> day of June, 2017, by Resolution No. 2017/216;

**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 20<sup>th</sup> day of April, 2021 with **B & S MORRISON EXCAVATING INC. AND WEST NIPISSING CASA DEVELOPMENTS INC.** for the subdivision of forty-eight (48) lots on lands legally described as Part of Lot 4, Concession A, Geographic Township of Springer, now Municipality of West Nipissing, District of Nipissing.
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 **B & S MORRISON EXCAVATING INC. AND WEST NIPISSING CASA DEVELOPMENTS INC.**, and to affix thereto the Corporate Seal of the Municipality.

**ENACTED AND PASSED THIS 20<sup>th</sup> DAY OF APRIL, 2021, AS WITNESSED BY THE SEAL OF THE CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.**

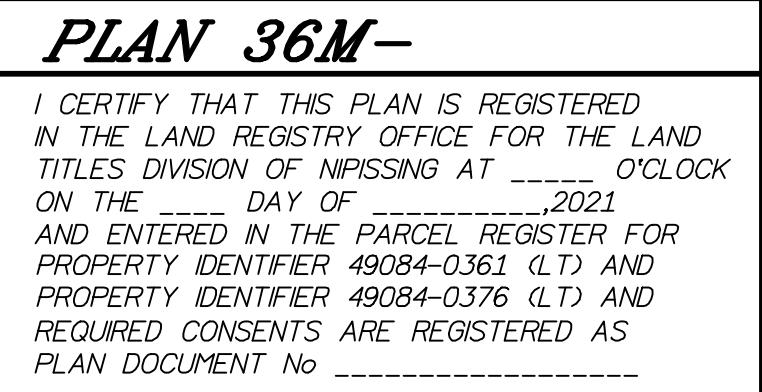
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JOANNE SAVAGE,  
MAYOR

---

MELANIE DUCHARME,  
CLERK





**REPRESENTATIVE FOR LAND REGISTRAR**

PART OF LOT 1 & PART OF LOT 20 COMPRISE PART OF PIN 49084-0361.

PART OF LOT 1 & ALL OF LOTS 2 TO 19, BOTH INCLUSIVE, & PART OF LOT 20 & ALL OF LOTS 21 TO 48, BOTH INCLUSIVE, & ALL OF BLOCK 49 & ALL OF KING STREET, MATHEW STREET & CAMERON COURT COMPRISE PART OF PIN 49084-0376 (L7).

SUBJECT TO EASEMENT N468825 AFFECTING LOTS 11, 12 & 13, BLOCK 49 AND KING STREET.

SUBJECT TO EASEMENT B5121558 AFFECTING LOTS 1 & 20.

SUBJECT TO EASEMENT B5121559 AFFECTING LOTS 1 & 20.

SUBJECT TO EASEMENT B5159770 AFFECTING PART OF KING STREET, MATHEW STREET & ALEXE STREET AND PART OF LOTS 1, 14, 18, 19 & 20.

PART OF BLOCK 23  
REGISTERED PLAN 36M-679  
AND  
PART OF LOT 4, CONCESSION "A"  
GEOGRAPHIC TOWNSHIP OF SPRINGER  
MUNICIPALITY OF WEST NISSISSING  
DISTRICT OF NISSISSING  
PAUL GOODRIDGE, O.S.

**OWNER'S CERTIFICATE**

THIS IS TO CERTIFY THAT:

1. LOTS 1 to 40 (INCLUSIVE) AND BLOCK 49 AND THE STREETS, NAMELY KING STREET, ALEXE STREET, MATHEW STREET & CAMERON COURT, HAVE BEEN Laid OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.

2. KING STREET, ALEXE STREET, MATHEW STREET & CAMERON COURT ARE HEREBY DEDICATED TO THE CORPORATION OF THE MUNICIPALITY OF WEST HEMPSCOTT AS PUBLIC HIGHWAYS.

DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
STEVE MORRISON, PRESIDENT  
B S S MORRISON DEVELOPMENT INC.

\_\_\_\_\_  
STEVE MORRISON, PRESIDENT  
WEST HEMPSCOTT CASE DEVELOPMENT PROPERTIES LTD.

AS PART OF THE AUTHORITY TO BRIDG THE CORPORATION  
HAS HEREBY OBTAINED OF PW 440031071  
AS TO LOTS 1 TO 40 & LOTS 21 TO 40, BOTH  
INCLUSIVE & PART OF LOT 20 TO 40, BOTH  
INCLUSIVE & PART OF LOT 20 TO 40, BOTH  
INCLUSIVE & ALL OF BLOCK 49 & ALL OF KING STREET,  
ALEXE STREET, MATHEW STREET & CAMERON COURT

CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT , THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM

GRID SCALE CONVERSION

DISTANCES ARE GROUND AND CAN BE  
CONVERTED TO GRID BY MULTIPLYING  
BY THE COMBINED SCALE FACTOR OF  
0.99960379

DERIVED REFERENCE POINTS ("R.P.'S") DERIVED FROM PRECISE  
 POINT ESTIMATION, UTM COORDINATES, UTM ZONE 17 NORTH  
 NAD 83 (CSRS) (2017) CO-ORDINATES TO URBAN ACCURACY  
 AS PER SECTION 14 (2) OF O. REG. 216/10

POINT ID	NORTHING	EASTING
O.R.P. "A"	5,133,937.340	581,927.898
O.R.P. "B"	5,133,740.123	582,620.831

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

**LEGEND**

&T	SIMPSON & TAYLOR, OLS.
563	GOODRIDGE GOULET PLANNING & SURVEYING LTD., OLS.
G	STANTEC GEOMATICS, OLS.

### BEARING NOTE

BEARINGS HEREON ARE GRID BEARINGS DERIVED FROM RTK GPS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN 79° 10' WEST LONGITUDE OF THE UTM SYSTEM, NAD83 (CSRS) (2016) ZONE 17 NORTH.

A COUNTER-CLOCKWISE ROTATION HAS BEEN APPLIED TO CONVERT ASTRONOMIC BEARINGS INTO PLANS TO UTM GRID BEARINGS AND HAS BEEN CALCULATED IN ACCORDANCE WITH THE FOLLOWING FORMULA:

$$\text{ROTATION} = 32.39 + \text{DISTANCE FROM CENTRAL MERIDIAN (km)} \times \tan \text{LATITUDE} / 3,600$$

$$= 32.39 \text{ (82.353995)} \tan 46^{\circ} 21' 20.6935'' / 3,600$$

$$= 0.46 \text{ 33}''$$

**GOODRIDGE & GYELET**  
**PLANNING & SURVEYING LTD.**  
 ONTARIO LAND SURVEYOR - LAND USE PLANNER - DEVELOPMENT CONSULTANTS  
 UNIT 1 - 490 MAIN STREET EAST, NORTH BAY, ON P1B 1B5  
 705-493-1770 paul.goodridge@gyelet.com  
 705-493-7974 don.gyelet@gyelet.com  
 253-19 SUB2\_01042019.DWG

FIELD	OFFICE	FILE
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CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING /  
LA CORPORATION DE LA MUNICIPALITÉ DE NIPISSING OUEST

**MINUTES OF THE COUNCIL MEETING**  
**VIRTUAL ZOOM MEETING**  
**ON WEDNESDAY, MARCH 31<sup>st</sup>, 2021 AT 1:00 PM**

**PRESENT:** MAYOR JOANNE SAVAGE  
COUNCILLOR YVON DUHAIME  
COUNCILLOR CHRISTOPHER FISHER  
COUNCILLOR ROLAND LARABIE  
COUNCILLOR LÉO MALETTE  
COUNCILLOR DAN ROVEDA  
COUNCILLOR DENIS SÉNÉCAL  
COUNCILLOR LISE SÉNÉCAL  
WARD 7 (vacant)

**ABSENT:**

**BUDGET MEETING**

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

There were no pecuniary interests declared.

**B) AGENDA / ORDRE DU JOUR**

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

**No. 2021/111** Moved by: Councillor Y. Duhaime  
Seconded by: Councillor L. Sénécal

**BE IT RESOLVED THAT** the Agenda for the BUDGET meeting of Council held on March 31, 2021 be adopted  
as ☒ presented / ☐ amended.

**CARRIED**

**C) 2021 BUDGET PRESENTATIONS (continuation) / PRÉSENTATION BUDGÉTAIRES POUR L'ANNÉE 2021 (suite)**

The CAO provided a brief introduction the day's proposed discussion beginning with the WN Public Library projects and on to Capital and other departments if time permits:

**C-1(a) Budget Discussions cont'd**

- The Chief Administrative Officer provided a synopsis of discussions to date and provided some discussion points concerning uncontrollable and controllable costs, indicating that Council has some decision points.
- Council discussed the points raised by the CAO and provided comments indicating that by making use of additional funding sources which are available this year, that Council's desire for an increase of not more than 2.00% could be achieved;
- Council debated entertaining the options presented by Staff and the matter of returning to a line-by-line discussion of the Budget document.
- The CAO suggested that members of Council send questions/concerns/items by April 7<sup>th</sup> that they wish to discuss at the meeting of April 14<sup>th</sup>;

➤ It was agreed that budget deliberations would continue on APRIL 14<sup>th</sup>, 2021 at 1:00 PM.

**D) ADJOURNMENT / AJOURNEMENT**

---

**D-1** Confirm the proceedings of Council.

**No. 2021/112** Moved by: Councillor C. Fisher  
Seconded by: Councillor R. Larabie

**BE IT RESOLVED THAT** By-law No. **2021/25** being a By-law of the Municipality of West Nipissing to confirm the proceedings of Council at its BUDGET meeting held on the 31<sup>st</sup> day of March 2021, shall come into force and take effect on the date it is passed.

**CARRIED**

**D-2** Adjourn the meeting of Council.

**No. 2021/113** Moved by: Councillor R. Larabie  
Seconded by: Councillor C. Fisher

**BE IT RESOLVED THAT** the BUDGET meeting of Council held on March 31, 2021 be adjourned.

**CARRIED**

---

JOANNE SAVAGE  
MAYOR

---

MELANIE DUCHARME  
CLERK

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

**MINUTES OF THE COUNCIL MEETING**  
**VIRTUAL ZOOM MEETING**  
**ON TUESDAY, APRIL 6, 2021 AT 6:30 PM**

**PRESENT:** MAYOR JOANNE SAVAGE  
COUNCILLOR YVON DUHAIME  
COUNCILLOR CHRISTOPHER FISHER  
COUNCILLOR ROLAND LARABIE  
COUNCILLOR LÉO MALETTE  
COUNCILLOR DAN ROVEDA  
COUNCILLOR DENIS SÉNÉCAL  
COUNCILLOR LISE SÉNÉCAL  
**WARD 7 (vacant)**

**ABSENT:**

**VIRTUAL MEETING / RÉUNION VIRTUELLE**

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

There were no pecuniary interests declared.

**B) AGENDA and ADDENDUM / ORDRE DU JOUR et ADDENDA**

**B-1** Approve the Addendum.

**No. 2021/114** Moved by: Councillor Y. Duhaime  
Seconded by: Councillor C. Fisher

**BE IT RESOLVED THAT** the Addendum for the meeting of Council held on April 6, 2021 be adopted as ☒ presented / ☐ amended.

**DEFEATED**

**B-2** Adopt the Agenda.

**No. 2021/115** Moved by: Councillor C. Fisher  
Seconded by: Councillor L. Malette

**BE IT RESOLVED THAT** the Agenda for the meeting of Council held on April 6, 2021 be adopted as ☐ presented / ☒ **amended; by deferring Item Item D2(b) to April 20, 2021 meeting.**

**CARRIED**

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

**C-1** Nature's Trail Bridge Project (Presenter: Dave McLaughlin)

Mr. Dave McLaughlin made a presentation to Council to inform members concerning the Nature's Trail Bridge beginning with a brief history of the project since 2018 stating the concerns of the residents from the beginning. Mr. McLaughlin provided a list of requests from the community regarding the ongoing project including, among other things, a request that the project be carried out at a specific time of the year, that the project be made shovel ready and that residents be kept apprised of all details concerning the project going forward.

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

**D-1) SEWER AND WATER / LES ÉGOUTS ET L'EAU**

**D-1(a)** Discussion re : Summary Management Review of the Drinking Water Quality Management System (DWQMS) Report



The Drinking Water Reports for Sturgeon Falls and Verner were distributed to Council via e-mail on March 29, 2021. The Chair of Water and Sewer provided an introduction and requested comments or questions from Council on specific questions or comments which they may have. Council was appreciative of the information received and thanked the Manager.

---

Dan Roveda,  
Chair

---

Jean-Pierre (Jay) Barbeau,  
Chief Administrative Officer

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**D-2) GENERAL GOVERNMENT / GOUVERNEMENT GÉNÉRAL**

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**D-2(a) Breakdown of Legal Fees**

The Director of Corporate Services provided Council with a breakdown of legal fees as requested at a previous budget meeting. Some discussion was held regarding specific legal and/or professional fee(s) with a request being for detailed information regarding specific legal expenses. Following discussion, it was agreed that a report was not required, however Council was free to request specific information during budget discussions.

**D-2(b) Sale of land on Villeneuve Court (west side)**

This item was deferred to April 20, 2021 meeting.

**D-2(c) Use of crypto-currency as form of payment (C. Fisher)**

Councillor Fisher provided Council with information pertaining to crypto-currency with the goal of determining Council's interest in accepting crypto-currency as a form of payment for municipal bills/invoices. Some members were in favour of exploring the opportunity provided that there is no additional work or risk involved in partaking in such an opportunity, however some felt it needed further investigation. It was ultimately determined that Council did not support further investigation.

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Lise Sénécal,  
Chair

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Melanie Ducharme,  
Clerk

---

**D-3) PLANNING / PLANIFICATION ..... NIL**

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**D-4) EMERGENCY MEASURES AND PUBLIC SAFETY / MESURES D'URGENCE ET SÉCURITÉ PUBLIQUE**

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**D-4(a) Update re: COVID Pandemic**

Council was updated on the temporary measures currently in place with respect to the most recent restrictions imposed by the province. The Director of Community Services elaborated on municipal facilities and advised that the pool and fitness centres will remain closed. Organized activities cannot take place on municipal property during the shut-down. The Fire Chief provided information concerning the recent vaccination clinic at the complex advising that more than 1000 persons were vaccinated with another clinic coming this Friday with all spaces booked for that particular clinic. Councillor Roveda also advised that health professionals will be receiving vaccines this coming Friday at the Community Health Centre. The Mayor elaborated on recent meetings of northern Ontario mayors with the Health Unit. Northern Ontario is currently about 6-8 weeks behind southern Ontario communities.

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Christopher Fisher,  
Chair

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Melanie Ducharme,  
Clerk

**D-5) ECONOMIC DEVELOPMENT / DÉVELOPPEMENT ÉCONOMIQUE ..... NIL**

**D-6) SOCIAL SERVICES AND HEALTH / SERVICES SOCIAUX ET SANTÉ ..... NIL**

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

**MOTION FOR RECESS:** at approx. 7:50 PM, a motion was tabled for a 15 minute recess; following which the meeting will continue.

**No. 2021/116**      Moved by:      Councillor C. Fisher  
                         Seconded by:      Councillor L. Sénécal

**CARRIED**

## REGULAR COUNCIL / SÉANCE RÉGULIÈRE

### **E) PLANNING / PLANIFICATION**

**E-1      By-Law 2021/26 to approve Plan of Subdivision on Promenade du Lac Rd. (SUBD 2019/01)**

**No. 2021/117**      Moved by:      Councillor Y. Duhaime  
                         Seconded by:      Councillor C. Fisher

**BE IT RESOLVED THAT** By-Law 2021/26, being a by-law to authorize the execution of a Subdivision Agreement with Patrick O'Connor (SUBD 2019/01); shall come into force and take effect on the date it is passed.

**CARRIED**

**E-2      By-Law 2021/27 to repeal By-Law 2019/71 for zoning amendment on Champagne Rd.**

**No. 2021/118**      Moved by:      Councillor L. Sénécal  
                         Seconded by:      Councillor L. Malette

**BE IT RESOLVED THAT** By-Law 2021/27, being a by-law to repeal By-Law no. 2019/71, a by-law to rezone certain lands on Champagne Road from Residential One (R1) to Residential One Zone exception-2 (R1-2); shall come into force and take effect on the date it is passed.

**CARRIED**

**E-3      Letter of Concurrence to Xplornet Communications Inc. for tower in Lavigne**

**No. 2021/119**      Moved by:      Councillor Y. Duhaime  
                         Seconded by:      Councillor C. Fisher

**WHEREAS** Xplornet Communications Inc. wishes to erect a free standing 45 metre self-supporting lattice telecommunications tower on a site located at 10623 Hwy. 64, Lavigne, in the Township of Macpherson, West Nipissing, District of Nipissing to meet the needs for high quality, high speed internet services in West Nipissing;

**AND WHEREAS** Xplornet Communications Inc. has complied with the Municipality of West Nipissing's Policy No. 2012-407 for establishing Telecommunications Tower/Antennae Facilities in circulating notice with regard to the construction of the proposed tower and by holding the required public consultations;

**AND WHEREAS** Xplornet Communications Inc. is required by Industry Canada to consult with land use authorities and to obtain a statement of concurrence therefrom;

**THEREFORE BE IT RESOLVED** that the Council of the Corporation of the Municipality of West Nipissing hereby approves that the Municipality issue a statement of concurrence to Xplornet Communications Inc. for the proposed free standing Telecommunications Tower at 10623 Hwy. 64, Lavigne, in the Township of Macpherson, West Nipissing Municipality for the delivery of high-speed internet services in West Nipissing.

**CARRIED**

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

**F-1** Adopt the minutes of a Council meeting.

**No. 2021/120** Moved by: Councillor L. Malette  
Seconded by: Councillor D. Roveda

**BE IT RESOLVED THAT** the minutes of the BUDGET meeting of Council held on March 15<sup>th</sup>, 2021 be adopted, as ☒ presented / ☐ amended. **CARRIED**

**F-2** Adopt the minutes of a Council meeting.

**No. 2021/121** Moved by: Councillor L. Sénécal  
Seconded by: Councillor Y. Duhaime

**BE IT RESOLVED THAT** the minutes of the meeting of Council held on March 16<sup>th</sup>, 2021 be adopted, as ☐ presented / ☒ amended; with correction of Chair for Item D-5. **CARRIED**

**F-3** Adopt the minutes of a Council meeting.

**No. 2021/122** Moved by: Councillor L. Malette  
Seconded by: Councillor C. Fisher

**BE IT RESOLVED THAT** the minutes of the BUDGET meeting of Council held on March 22<sup>nd</sup>, 2021 be adopted, as ☒ presented / ☐ amended. **CARRIED**

**F-4** Adopt the minutes of a Council meeting.

**No. 2021/123** Moved by: Councillor Y. Duhaime  
Seconded by: Councillor L. Malette

**BE IT RESOLVED THAT** the minutes of the BUDGET meeting of Council held on March 24<sup>th</sup>, 2021 be adopted, as ☒ presented / ☐ amended. **CARRIED**

**F-5** Adopt the minutes of a Council meeting.

**No. 2021/124** Moved by: Councillor C. Fisher  
Seconded by: Councillor L. Malette

**BE IT RESOLVED THAT** the minutes of the Special / Budget meeting of Council held on March 29<sup>th</sup>, 2021 be adopted, as ☒ presented / ☐ amended. **CARRIED**

**F-6** Receive the minutes of the following boards/committees:

**No. 2021/125** Moved by: Councillor C. Fisher  
Seconded by: Councillor Y. Duhaime

**BE IT RESOLVED THAT** the minutes of the following Boards / Committees be received :

BOARD / COMMITTEE NAME	MEETING DATES
West Nipissing Public Library Board	• February 11, 2021
District of Nipissing Social Services Administration Board (DNSSAB)	• February 24, 2021

**CARRIED**

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

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

**I) NEW BUSINESS / AFFAIRES NOUVELLES**

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**I-1 Award RFP for the operation of the Cache Bay Trailer Park**

**No. 2021/126**    Moved by:    Councillor C. Fisher  
                         Seconded by:    Councillor L. Malette

**WHEREAS** three (3) proposals for the operation of the Cache Bay Trailer Park were received by the Municipality of West Nipissing;

**AND WHEREAS** the proposals have been reviewed and evaluated based on the criteria identified in the request for proposal, by the Director of Economic Development and Community Services and the Project Manager for Community Services;

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

**BE IT THEREFORE RESOLVED THAT** the operation of the Cache Bay Trailer Park be awarded to **ANTOINE GUENETTE**, conditional upon entering into a mutually satisfactory lease agreement for both parties.

**CARRIED**

**I-2 Endorsement of the WN Economic Development Committee - 2021 Priority List**

**No. 2021/127**    Moved by:    Councillor C. Fisher  
                         Seconded by:    Councillor R. Larabie

**BE IT RESOLVED THAT** Council for the Municipality of West Nipissing hereby endorses the West Nipissing Economic Development Committee's Priorities for 2021; as presented by the Chair, Bruno Lepage, at the February 16<sup>th</sup>, 2021 meeting of Council.

**CARRIED**

**I-3 Accept the Drinking Water Quality Management System (DWQMS) Report as presented**

**No. 2021/128**    Moved by:    Councillor D. Roveda  
                         Seconded by:    Councillor Y. Duhaime

**WHEREAS** the *Safe Drinking Water Act* 2002, Ontario Regulation 170/03, Schedule 22, requires that the 2020 Summary Reports for Sturgeon Falls and Verner, and the Annual Reports for Sturgeon Falls and Verner for the period of January 1, 2020 to December 31, 2020 were prepared and delivered to Council on March 29<sup>th</sup>, 2021, by the Manager of Water and Wastewater Operations;

**AND WHEREAS** a Summary Management Review of the Drinking Water Quality Management System (DWQMS) is provided to members of Council by March 31, of each year;

**BE IT RESOLVED THAT** Council confirms receipt of the above-mentioned reports and confirms that the Manager of Water and Wastewater Operations provided an overview of the Report at the Meeting of Council held on April 6<sup>th</sup>, 2021, during which members were provided the opportunity to question the Manager of Water and Wastewater Operations.

**CARRIED**

**I-4 Authorize the CAO to sign the Fire Safety Grant Agreement**

**No. 2021/129**    Moved by:    Councillor C. Fisher  
                         Seconded by:    Councillor Y. Duhaime

**BE IT RESOLVED THAT** the Chief Administrative Officer (CAO) be authorized to sign an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshal with regard to the Fire Safety Grant Transfer Payment Agreement, ending on August 1, 2021.

**CARRIED**

**I-5 Award of the Road Sweeping Tender**

**No. 2021/130**    Moved by:    Councillor Y. Duhaime  
                         Seconded by:    Councillor L. Malette

**WHEREAS** quotations for the 2021 Road Sweeping were opened publicly on March 24, 2021 by the Manager of Public Works and Municipal Clerk;

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

**AND WHEREAS** the quotation has been reviewed and the award being recommended herein consists of the best price meeting all of the specifications for 2021;

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

**BE IT THEREFORE RESOLVED THAT** the quotation for the 2021 Road Sweeping be awarded to **LAFOND SNOW REMOVAL & SWEEPING LTD.**, having submitted the lowest quotation of \$124,765.00 meeting all the specifications.

**CARRIED**

**I-6 Award of for the Supply of Granular Material Tender**

**No. 2021/131** Moved by: Councillor Y. Duhaime  
Seconded by: Councillor C. Fisher

**WHEREAS** tenders for the supply of granular material for 2021 were received and opened publicly on March 25, 2021, by the Manager of Public Works and the Municipal Clerk;

**AND WHEREAS** the tender has been reviewed and the awards being recommended herein consist of the best prices meeting all of the specifications for 2021;

**AND WHEREAS** Council concurs with this recommendation;

**BE IT RESOLVED THAT** the tender for the supply of granular material for 2021 be awarded as follows:

<b>(1) ROLEO SÉGUIN be awarded :</b>	
Pit Run Gravel	→ Delivered to Sturgeon Falls
<b>(2) ED SÉGUIN &amp; SONS be awarded :</b>	
Granular 'A' Rock Quarry	→ Delivered to Sturgeon Falls, Verner and Field
Modified 'B' - Type I	→ Delivered to Verner
Modified 'B' - Type II	→ Delivered to Sturgeon Falls, Verner and Field
Modified 'B' - Type II (100% pass 37.5 mm)	→ Delivered to Sturgeon Falls, Verner and Field
Clear Stone – Type II	→ Delivered to Sturgeon Falls and Verner
Rip-Rap (Shot Rock)	→ Delivered to Sturgeon Falls, Verner and Field
<b>(3) CANOR be awarded :</b>	
Modified 'B' - Type I	→ Delivered to Sturgeon Falls and Field
Pit Run Gravel	→ Delivered to Verner & Field
<b>(4) LABELLE BROTHERS be awarded :</b>	
Clear Stone – Type II	→ Delivered to Field

**CARRIED**

**I-7 Award of the Grass Cutting Tender**

**No. 2021/132** Moved by: Councillor L. Malette  
Seconded by: Councillor D. Roveda

**WHEREAS** tenders were called for road side grass cutting along municipal roads and streets in the Municipality of West Nipissing;

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

**AND WHEREAS** on March 23, 2021, the tender was opened publicly by the Director of Corporate Services and the Manager of Public Works;

**AND WHEREAS** the Manager of Public Works has reviewed the tender and is satisfied that the award being recommended herein consists of the best price meeting all of the specifications for 2021; with options for 2022, 2023 and 2024 seasons;

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

**BE IT RESOLVED THAT** the tender for road side grass cutting along municipal roads and streets be awarded to **FIELD VIEW FARMS INC.**, having submitted the lowest quotation of \$26,550.00 meeting all the specifications; with options for 2022, 2023 and 2024 seasons.

**CARRIED**

**I-8     Authorize donation for rental supplement for Les Filles d'Isabelle**

**No. 2021/133**     Moved by:     Councillor L. Sénécal  
                         Seconded by:     Councillor L. Malette

**WHEREAS** at the April 6<sup>th</sup> meeting, Council received a request from Les Filles d'Isabelle requesting that the financial assistance received from the Municipality of West Nipissing, to be applied toward their leasing responsibilities, be continued for the year 2021;

**BE IT THEREFORE RESOLVED THAT** Council authorizes the financial contribution of \$3,600.00 (\$300.00 per month) be sustained for Les Filles d'Isabelle, to be applied toward their operational costs for the year 2021.

**CARRIED**

**I-9     Proclamation for "Be a Donor Month / Soyez un donneur" month**

**No. 2021/135**     Moved by:     Councillor D. Sénécal  
                         Seconded by:     Councillor C. Fisher

**BE IT RESOLVED THAT** the Mayor be authorized to proclaim the month of April 2021 as « **BE A DONOR / SOYEZ UN DONNEUR** » in the Municipality of West Nipissing.

**CARRIED**

**J)     ADDENDUM / ADDENDA**

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

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

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

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**M)     ADJOURNMENT / AJOURNEMENT**

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**M-1**     Confirm the proceedings of Council.

**No. 2021/135**     Moved by:     Councillor L. Sénécal  
                         Seconded by:     Councillor Y. Duhaime

**BE IT RESOLVED THAT** By-law No. **2021/28** being a By-law of the Municipality of West Nipissing to confirm the proceedings of Council at its meeting held on the 6<sup>th</sup> day of APRIL 2021, shall come into force and take effect on the date it is passed.

**CARRIED**

**M-2**     Adjourn the meeting of Council.

**No. 2021/136**     Moved by:     Councillor L. Sénécal  
                         Seconded by:     Councillor Y. Duhaime

**BE IT RESOLVED THAT** the meeting of Council held on April 6, 2021 be adjourned.

**CARRIED**

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JOANNE SAVAGE  
MAYOR

---

MELANIE DUCHARME  
CLERK



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

**MINUTES OF THE COUNCIL MEETING**  
**VIRTUAL ZOOM MEETING**  
**ON WEDNESDAY, APRIL 14<sup>th</sup>, 2021 AT 1:00 PM**

**PRESENT:** MAYOR JOANNE SAVAGE  
COUNCILLOR YVON DUHAIME  
COUNCILLOR CHRISTOPHER FISHER  
COUNCILLOR ROLAND LARABIE  
COUNCILLOR LÉO MALETTE  
COUNCILLOR DAN ROVEDA  
COUNCILLOR DENIS SÉNÉCAL  
COUNCILLOR LISE SÉNÉCAL  
WARD 7 (vacant)

**ABSENT:**

**BUDGET MEETING**

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

There were no pecuniary interests declared.

**B) AGENDA / ORDRE DU JOUR**

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

**No. 2021/137** Moved by: Councillor L. Malette  
Seconded by: Councillor Y. Duhaime

**BE IT RESOLVED THAT** the Agenda for the BUDGET meeting of Council held on April 14, 2021 be adopted  
as ☒ presented / ☐ amended.

**CARRIED**

**C) 2021 BUDGET DELIBERATIONS (continuation) / DÉLIBÉRATION BUDGÉTAIRES POUR L'ANNÉE 2021 (suite)**

**C-1(a) Budget Discussions cont'd**

- The Mayor provided a brief synopsis of the budget meetings/deliberations to date;
- The CAO summarized his memo which provides the effect of the proposed cuts/amendments and provided some general comments on the purpose and effect of budgeting, in general, in light of the infrastructure deficit and the current "pay as you go" budgeting;
- The CAO confirmed that the consensus of a 2.00% increase has been generally agreed upon; however how that is achieved should be discussed;
- The CAO explained that by reducing capital expenditure levels, the projects being cut are only being postponed;
- Councillors Malette and Fisher indicated satisfaction with the recommendations of staff to reduce the expenditure levels to 2.00%;
- A discussion ensued regarding the proposals to reduce the budget by removing capital expenditures;
- Led by the CAO, Council went through the memo, item by item, providing explanation and current and future implications of each:
  - Council Chamber – council supported proceeding;
  - Financial Analyst – Council supported hiring;
  - Corporate Services Advertising – Keep current levels

**No. 2021/138** Moved by: Councillor C. Fisher  
Seconded by: Councillor Y. Duhaime

At approximately 2:35 PM, a motion was tabled for a 15 minute recess; following which the Council meeting will continue.

**CARRIED**

- Council Travel and Conferences - reduce current levels as suggested;
  - By-Law enforcement - CAO recommended 1 full-time. Director of Corporate Services summarized memo on By-Law enforcement activities; Council agreed to retain current 2 part time complement;
  - Public Works facility – the CAO provided information concerning the urgency of the project following which Council elected to retain this project;
  - Community Services – transfer to reserve – Council agreed to leave in;
  - Field Rink – Council supported. The Mayor requested it be put on the record that the report could have been brought to Council for discussion.
  - Playgrounds – Council supported upgrades;
  - Dehumidifier/Heat Exchanger – Council did not support;
  - Verner Gym – Council supported;
  - Sturgeon Falls Beach – was managed through operations last year and feels that it can be handled for 2021 through operations;
  - Cache Bay Rink – there is sufficient funding in operations to maintain the rink to an acceptable standard until 2022;
- A short general discussion followed regarding some additional points including the beach, Museum, Sturgeon Falls Sign, Nature's Trail and Pine Poultry Road
  - Council discussed the matter of the levy proposed to fund the WN General Hospital CT Scanner; the Director of Corporate services advised that the levy, as proposed, does not meet the legal requirements of the *Municipal Act* and would have to be added to the overall budget and borne over the entire tax base.

- Due to the lateness of the hour, it was agreed that the matter would be further discussed at the regular meeting on Tuesday, April 20<sup>th</sup>.

#### **D) ADJOURNMENT / AJOURNEMENT**

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**D-1** Confirm the proceedings of Council.

**No. 2021/139** Moved by: Councillor C. Fisher  
Seconded by: Councillor D. Roveda

**BE IT RESOLVED THAT** By-law No. **2021/29** being a By-law of the Municipality of West Nipissing to confirm the proceedings of Council at its BUDGET meeting held on the 14<sup>th</sup> day of April 2021, shall come into force and take effect on the date it is passed.

**CARRIED**

**D-2** Adjourn the meeting of Council.

**No. 2021/140** Moved by: Councillor C. Fisher  
Seconded by: Councillor D. Roveda

**BE IT RESOLVED THAT** the BUDGET meeting of Council held on April 14, 2021 be adjourned.

**CARRIED**

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JOANNE SAVAGE  
MAYOR

---

MELANIE DUCHARME  
CLERK

## WEST NIPISSING COMMITTEE OF ADJUSTMENT

**G-4(i)**

Resolution No.

**2021 / 022**

**APRIL 12, 2021**

Moved by / *Proposé par* :

***"Roger Gagnon"***

Seconded by / *Appuyé par* :

***"Christopher Fisher"***

**BE IT RESOLVED** that the Minutes of the Committee of Adjustment meeting held on MARCH 8, 2021, be adopted, as presented.

***"Normand Roberge"***

CHAIR

***"Melanie Ducharme"***

SECRETARY

NAMES	YEAS	NAYS
Fisher, Christopher		
Gagnon, Roger		
Pellerin, Fernand		
Roberge, Normand		
Sénécal, Denis		

# MINUTES

Municipality of West Nipissing  
Meeting of the Committee of Adjustment  
Held on March 8, 2021 at 7:30 PM  
Chair: Denis Sénécal



**PRESENT:** Fernand Pellerin  
Normand Roberge  
Roger Gagnon  
Denis Sénécal  
Christopher Fisher

**ABSENT:**

## CALL TO ORDER

### RESOLUTION #2021/006

Moved by: Christopher Fisher

Seconded by: Denis Sénécal

That the Agenda for the Committee of Adjustment meeting of March 8<sup>th</sup>, 2021 be adopted, as presented. **CARRIED**

## MINUTES

### RESOLUTION #2021/007

Moved by: Denis Sénécal

Seconded by: Christopher Fisher

That the Minutes of the Committee of Adjustment meeting held on January 18, 2021, be adopted, as presented. **CARRIED**

## APPLICATIONS FOR MINOR VARIANCE AND CONSENT

**C03/2021 RESUBMISSION - Application for Consent by Beachfield Holdings Ltd. (Owners)**  
Resubmission of C05/19 for a consent application made by Beachfield Holdings Ltd. for creation of new lots on Levac Road, Cache Bay ON; legally described as Pt of Lot 219, Plan 40, Part 3, 36R-12042, Township of Cache Bay, Municipality of West Nipissing.

### RESOLUTION #2021/008

Moved by: Roger Gagnon

Seconded by: Christopher Fisher

### CONDITIONS:

1.	That a Reference Plan be prepared and deposited in the Land Registry Office and a copy of the new survey be filed with the Municipality.
2.	Confirmation that all property taxes are paid up to date.
3.	That all conditions be met on or before <u>March 9, 2022</u> , being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the <i>Planning Act</i> , R.S.O., as amended
4.	That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.

5.	That any portion municipally maintained and travelled road located on the subject land be conveyed to the Municipality of West Nipissing.
6.	That a 3m easement be granted to Greater Sudbury Utilities across the entire parcel (severed and retained). The applicant shall be responsible for all costs (survey, legal) in relation to the granting of the said easement.

**CARRIED**

**C04/2021 RESUBMISSION - Application for Consent by Euripides & Melanie Charlambous (Owners)**

Resubmission of C31/19 for a consent application made by Euripides & Melanie Charlambous for the creation of a new lots on 7 Moreau Road, Field, ON, legally described as Part of Lot 13, Concession 5, Township of Field, Municipality of West Nipissing.

**RESOLUTION #2021/009**

Moved by: **Fernand Pellerin**

Seconded by: **Christopher Fisher**

**CONDITIONS:**

1.	That a Reference Plan be prepared and deposited in the Land Registry Office and a copy of the new survey be filed with the Municipality.
2.	Confirmation that all property taxes are paid up to date.
3.	That all conditions be met on or before <u>March 9, 2022</u> , being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the <i>Planning Act</i> , R.S.O., as amended.
4.	That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.
5.	That any portion municipally maintained and travelled road located on the subject land be conveyed to the Municipality of West Nipissing.
6.	That the elevation of the property be determined prior to completing the severance to determine the conditions of the Hazard Land(s) and if the property can be developed.

**CARRIED**

**C05/2021 RESUBMISSION - Application for Consent by Northland Farms & Contracting (Owner)**

Resubmission of C35/19 for a consent application made by Northland Farms & Contracting for the creation of 3 new lots on Rainville Road, Verner ON, legally described as Lot 11, Concession B, Township of Caldwell, Municipality of West Nipissing.

**RESOLUTION #2021/010**

Moved by: **Fernand Pellerin**

Seconded by: **Roger Gagnon**

**CONDITIONS:**

1.	That a Reference Plan be prepared and deposited in the Land Registry Office and a copy of the new survey be filed with the Municipality.
2.	Confirmation that all property taxes are paid up to date.
3.	That all conditions be met on or before <u>March 9, 2022</u> , being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the <i>Planning Act</i> , R.S.O., as amended.
4.	That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.

5.	That any portion municipally maintained and travelled road located on the subject land be conveyed to the Municipality of West Nipissing.
6.	Pursuant to Section 76(1) of the Drainage Act, R.S.O., 1990 (the "Act"), the municipality shall appoint the Engineer to prepare a report to re-apportion the assessment for maintenance of the Rainville Drain, for which the Applicant/Owner shall be responsible for all costs associated therewith, in the absolute discretion of the Drainage Engineer who may vary such assessments as he or she deems appropriate;.

**CARRIED**

**C06/2021 RESUBMISSION - Application for Consent by David Stewart (Owner)**

Resubmission of C27/19 for a consent application made by David Stewart for the creation of a right of way and a lot addition on 736-B Coursol Road, Sturgeon Falls, ON, legally described as Part of Lot 2, Concession 1, Township of Springer, Municipality of West Nipissing.

**RESOLUTION #2021/011**

Moved by: **Christopher Fisher**

Seconded by: **Denis Sénécal**

**CONDITIONS:**

1.	That a Reference Plan be prepared and deposited in the Land Registry Office and a copy of the new survey be filed with the Municipality.
2.	Confirmation that all property taxes are paid up to date.
3.	That all conditions be met on or before <u>March 9, 2022</u> , being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the <i>Planning Act</i> , R.S.O., as amended.
4.	That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.
5.	That a PIN Consolidation be filed in the Land Registry Office in order to consolidate the lot addition lands with the lands to which it is being added.

**CARRIED**

**C10/2021 RESUBMISSION - Application for Consent by Goulard Lumber (1962) Ltd. (Owner)**

Resubmission of C29/19, a consent application made by Goulard Lumber (1962) Ltd. for the creation of a new lot on 175 Goulard Road, Sturgeon Falls, ON; legally described as Part of Lots 1 and 2, Concession 2, Township of Springer, Municipality of West Nipissing.

**RESOLUTION #2021/012**

Moved by: **Roger Gagnon**

Seconded by: **Fernand Pellerin**

**CONDITIONS:**

1.	That a Reference Plan be prepared and deposited in the Land Registry Office and a copy of the new survey be filed with the Municipality.
2.	Confirmation that all property taxes are paid up to date.
3.	That all conditions be met on or before <u>March 9, 2022</u> , being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the <i>Planning Act</i> , R.S.O., as amended.
4.	That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.



- |    |   |
|----|---|
| 5. | That any portion municipally maintained and travelled road located on the subject land be conveyed to the Municipality of West Nipissing. |
|----|---|

**CARRIED**

**C07/2021 - Application for Consent by Robert Larabie (Owner)**

A consent application made by Robert Larabie for the creation of a new lot to separate existing dwelling from larger parcel of land on 620 Sandhill Road, Sturgeon Falls, ON.

**RESOLUTION #2021/013**

Moved by: **Roger Gagnon**

Seconded by: **Fernand Pellerin**

**CONDITIONS:**

- |    |  |
|----|--|
| 1. | That a Reference Plan be prepared and deposited in the Land Registry Office and a copy of the new survey be filed with the Municipality.   |
| 2. | Confirmation that all property taxes are paid up to date.  |
| 3. | That all conditions be met on or before <u>March 9, 2022</u> , being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the <i>Planning Act</i> , R.S.O., as amended.   |
| 4. | That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.   |
| 5. | That a PIN Consolidation be filed in the Land Registry Office in order to consolidate the lot addition lands with the lands to which it is being added   |
| 6. | That the owner provides a written acknowledgement pursuant to S. 4.23.3 that the subject lands are located on a portion of land which have not been assumed by the Municipality as a highway within the definition of the <i>Municipal Act</i> , 2001  |
| 7. | The owners shall, pursuant to Section 65(2) of the Drainage Act, R.S.O., 1990 (the "Act"), enter into an Agreement with regard to their respective share(s) of the drainage assessment for the severed and retained lands and shall file such agreement with the Clerk of the Municipality of West Nipissing, for the approval by the Council for the Municipality of West Nipissing. In the event that the Agreement of the parties is not acceptable to the Council of the West Nipissing Municipality, the provisions of Section 65(1) of the Act shall apply. <ul style="list-style-type: none"><li>• <b>Cedar Grove Drain</b></li></ul> |

**CARRIED**

**C08/2021 - Application for Consent by Paul Fox (Owner)**

A consent application made by Paul Fox for the creation of a new lot on 222 Plante Road, Lavigne, ON.

**RESOLUTION #2021/014**

Moved by: **Denis Sénécal**

Seconded by: **Christopher Fisher**

**CONDITIONS:**

- |    |  |
|----|--|
| 1. | That a Reference Plan be prepared and deposited in the Land Registry Office and a copy of the new survey be filed with the Municipality. |
| 2. | Confirmation that all property taxes are paid up to date.  |

3.	That all conditions be met on or before <u>March 9, 2022</u> , being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the <i>Planning Act</i> , R.S.O., as amended.
4.	That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.
5.	That any portion municipally maintained and travelled road located on the subject land be conveyed to the Municipality of West Nipissing.

**CARRIED**

**C09/2021 - Application for Consent by Ontario Power Generation (Owner)**

A consent application made by Ontario Power Generation for a lot addition and reservation of flooding rights on land in front of 551 Tomiko Road, Crystal Falls, ON.

**RESOLUTION #2021/015**

Moved by: **Christopher Fisher**

Seconded by: **Fernand Pellerin**

**CONDITIONS:**

1.	That a Reference Plan be prepared and deposited in the Land Registry Office and a copy of the new survey be filed with the Municipality.
2.	Confirmation that all property taxes are paid up to date.
3.	That all conditions be met on or before <u>March 9, 2022</u> , being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the <i>Planning Act</i> , R.S.O., as amended.
4.	That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.

**CARRIED**

**C11/2021 - Application for Consent by Northland Farms & Contracting (Owner)**

A consent application made by Northland Farms & Contracting for the creation of two new lots on vacant land on Lafreniere Road, Lavigne, ON.

**RESOLUTION #2021/016**

Moved by: **Denis Sénécal**

Seconded by: **Roger Gagnon**

**CONDITIONS:**

1.	That a Reference Plan be prepared and deposited in the Land Registry Office and a copy of the new survey be filed with the Municipality.
2.	Confirmation that all property taxes are paid up to date.
3.	That all conditions be met on or before <u>March 9, 2022</u> , being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the <i>Planning Act</i> , R.S.O., as amended.
4.	That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.
5.	The owners shall, pursuant to Section 65(1) of the Drainage Act, R.S.O., 1990 (the "Act"), be required to request the Municipal Clerk to instruct the Municipality's Drainage Engineer to apportion the maintenance assessment(s) for the <u>COURCHESNE DRAIN</u>

among the parts into which the lands is being divided. The Applicant/Owner shall be responsible for all costs associated with the Engineer's report pursuant to Section 65(1);

**CARRIED**

**C12/2021 - Application for Consent by Northland Farms & Contracting & D & D Schwartzentruber (Owners)**

A consent application made by Northland Farms & Contracting & D & D Schwartzentruber for the creation of two new lots on vacant land on Lafreniere Road, Lavigne, ON.

**RESOLUTION #2021/017**

Moved by: **Denis Sénécal**

Seconded by: **Roger Gagnon**

**CONDITIONS:**

1.	That a Reference Plan be prepared and deposited in the Land Registry Office and a copy of the new survey be filed with the Municipality.
2.	Confirmation that all property taxes are paid up to date.
3.	That all conditions be met on or before <u>March 9, 2022</u> , being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the <i>Planning Act</i> , R.S.O., as amended.
4.	That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.
5.	The owners shall, pursuant to Section 65(1) of the Drainage Act, R.S.O., 1990 (the "Act"), be required to request the Municipal Clerk to instruct the Municipality's Drainage Engineer to apportion the maintenance assessment(s) for the <u>COURCHESNE DRAIN</u> among the parts into which the lands is being divided. The Applicant/Owner shall be responsible for all costs associated with the Engineer's report pursuant to Section 65(1);

**CARRIED**

**C13/2021 - Application for Consent by Northland Farms & Contracting (Owner)**

A consent application made by Northland Farms & Contracting for the creation of a new lot on vacant land on Rainville Road, Lavigne, ON.

**RESOLUTION #2021/018**

Moved by: **Christopher Fisher**

Seconded by: **Fernand Pellerin**

**CONDITIONS:**

1.	That a Reference Plan be prepared and deposited in the Land Registry Office and a copy of the new survey be filed with the Municipality.
2.	Confirmation that all property taxes are paid up to date.
3.	That all conditions be met on or before <u>March 9, 2022</u> , being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the <i>Planning Act</i> , R.S.O., as amended.
4.	That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.
5.	The owners shall, pursuant to Section 78(1) of the Drainage Act, R.S.O., 1990 (the "Act"), submit a Petition to the Municipal Clerk to instruct the Municipality's Drainage Engineer to prepare a Report pursuant to Section 78 of the Drainage Act for the improvements to the POIRIER DRAIN and to apportion the maintenance assessment(s) among the parts

	into which the lands being divided to address future maintenance costs. The Applicant/Owner shall be responsible for all costs associated with the Engineer's report, except as may be determined by the Engineer, in his absolute discretion
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**CARRIED**

**C14/2021 - Application for Consent by Luc Parent (Owner)**

A consent application made by Luc Parent for a technical severance to correct prior Planning Act violation on vacant land, Pedley Township.

**RESOLUTION #2021/019**

Moved by: **Denis Sénécal**

Seconded by: **Roger Gagnon**

**CONDITIONS:**

1.	Confirmation that all property taxes are paid up to date.
2.	That all conditions be met on or before <u>March 9, 2022</u> , being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the <i>Planning Act</i> , R.S.O., as amended.
3.	That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.

**CARRIED**

**C15/2021 - Application for Consent John & Monique Vis (Owners)**

Application withdrawn - no further action required.

**ADJOURNMENT**

**RESOLUTION #2021/020**

Moved By: **Denis Sénécal**

Seconded by: **Fernand Pellerin**

**BE IT RESOLVED THAT** the West Nipissing Committee of Adjustment meeting be adjourned to April 12, 2021.

**CARRIED**

**The West Nipissing Public Library Board  
Le conseil de la bibliothèque publique de Nipissing Ouest**

**Regular Board Meeting Minutes  
Thursday, March 11, 2021 at 4 p.m. via ZOOM**

**Present:** S. Friedrich, S. Pilon, A. Langevin, D. Venne, S. Michaud

**Staff:** É. Keenan

**1. Call to order**

Meeting called to order by chair at 4:00 p.m.

**2. Approval of the agenda for regular Board Meeting of March 11, 2021**

MOTION #21-15

MOVED BY S. Michaud

SECONDED BY D. Venne that the agenda for the meeting of March 11, 2021 be approved as amended

5. In-camera session

a) HR Discussion Update

10. Branch Reports

a) River Valley

15. New Business

a) Request for Presentation at Council

CARRIED

**3. Declaration of any conflicts of interest**

None

**4. Approval of the minutes of the previous meeting**

MOTION #21-16

MOVED BY S. Pilon

SECONDED BY S. Michaud that the minutes of the meeting of February 11, 2021, be approved as presented.

CARRIED

**5. In-Camera Session**

a) HR Discussion Update

MOTION #21-17

MOVED BY S. Michaud

SECONDED BY S. Pilon that the meeting be moved into in-camera session at 4:04 p.m.

CARRIED

MOTION #21-18

MOVED BY D. Venne

SECONDED BY S. Pilon that the meeting be moved out of in-camera session at 4:09 p.m.

CARRIED

**6. Business arising from the minutes**

None

**7. Correspondence**

a) Email response in regards to V1 – Volunteer Policy

As requested last meeting, the CEO emailed the Treasurer of the Municipality to ask about liability insurance and volunteers. The attached document was her reply.

The Board discussed the contents of the email and felt that the response did not completely answer their questions. The CEO will ask for clarification from the Treasurer and reach out to high schools to ask about insurance for students completing their required volunteer hours.

MOTION #21-19

MOVED BY S. Friedrich

SECONDED BY S. Michaud that the correspondence be received.

CARRIED

**8. Treasurer's Report**

MOTION #21-20

MOVED BY S. Pilon

SECONDED BY S. Michaud that the expenditures for the month of February 2021 in the amount of \$12,035.90 for cheques #6506 to #6516 inclusive be approved and that fees and fines in the amount of \$496.55 be acknowledged

CARRIED

**9. Report of Board Members' Advocacy Activities**

None

**10. Branch Reports**

a) River Valley

The CEO shared information in regards to the current state of the River Valley branch. Since the initial shutdown, the Library has not had permission to open to the public by the school Board. After a visit to the branch, the CEO has discovered that the school is using the Library space video calls, one-on-one sessions and staff lunch breaks. The Board discussed the situation and different solutions. It was suggested that the CEO reach out to the Principal and School Board Chair to find a solution to this problem.

## **11. Report of the CEO:**

### **a) COVID-19 Update**

As the North Bay Parry Sound Health District has been moved to the RED-CONTROL zone of the Ontario reopening framework, the Library can open to the public with restrictions. There was a discussion about some of the restrictions that have been lifted, some that remain and the hours. The Board decided it is best to keep the current modified hours for the Library for the time being and reassess next meeting.

MOTION #21-21

MOVED BY S. Friedrich

SECONDED BY S. Pilon that the CEO's report be approved as presented

CARRIED

## **12. Report of the Standing Committees**

None

## **13. Policy Review & Updates**

### **a) HR 13 - Grievances**

MOTION # 21-22

MOVED BY D. Venne

SECONDED BY S. Michaud that policy HR 13 – Grievances be approved as presented

CARRIED

### **b) V 1 – Volunteer Policy**

Differed to next meeting.

### **c) HR 10 – Leaves of Absence**

*(Previously HR 10 – Sick Leave, HR 11 – Leave of Absence with Pay, HR 12 – Bereavement Leave & HR 13 – Leave of Absence Without Pay)*

The Chair suggested that a phrase be added to the beginning of the policy to explain that anything that is not specified, is allocated for both full-time and part-time employees.

MOTION # 21-23

MOVED BY D. Venne

SECONDED BY S. Pilon that policy HR 10 – Leaves of Absence be approved as amended.

CARRIED



Due to the amalgamation of the above policies to create HR 10 – Leaves of Absence, there will be a change in policy numbers for the following:

HR 11 – Benefits *(previously HR 14)*

HR 12 – Attendance Management Policy – General Statement of Policy *(previously HR 15)*

HR 12.1 – Attendance Management Policy – Responsibilities *(previously HR 15.1)*

HR 12.2 - Attendance Management Policy – Return to Work Procedure *(previously HR 15.2)*

HR 12.3 - Attendance Management Policy – General *(previously HR 15.3)*

HR 12.4 - Attendance Management Policy – Culpable Absenteeism *(previously HR 15.4)*

HR 12.5 - Attendance Management Policy – Innocent Absenteeism *(previously HR 15.5)*

HR 12.6 - Attendance Management Policy – Modified Work Program *(previously HR 15.6)*

HR 13 - Grievances *(previously HR 16)*

HR 14 – Staff Use of Technology *(previously HR 17)*

#### **14. Review of Plans (i.e. Action Plan, Strategic Plan, etc)**

None

#### **15. New Business**

a) Request for Presentation at Council

The CEO shared that the Municipal Council had requested a presentation from the Library at the budget deliberations. As there is currently a Council representative vacancy on the Board, there is a lack of communication and is creating confusion and frustration. It was agreed that a letter in regards to the vacancy would be drafted, approved by the Board and sent to Council. The vice-chair suggested that the CEO contact the CAO of the Municipality to receive more information in regards to what Council is expecting and when the presentation will be held for the budget.

#### **16. Date & Time of Next Meeting**

Thursday, April 8, 2021 at 4 p.m. via ZOOM

#### **17. Adjournment**


MOTION # 21-24

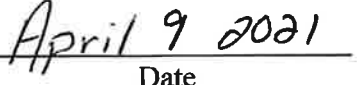
MOVED BY S. Pilon that the meeting be adjourned at 5:11 p.m.

CARRIED

  
Chair

  
Secretary

  
Date

  
Date



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

**G-5**

Resolution No.

**2021 /**

**APRIL 20, 2021**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** the accounts payables disbursement sheets for **FEBRUARY 2021** be received.

	YEAS	NAYS
DUHAIME, Yvon		
FISHER, Christopher		
LARABIE, Roland		
MALETTE, Léo		
ROVEDA, Dan		
Ward 7 (vacant)		
SÉNÉCAL, Denis		
SÉNÉCAL, Lise		
SAVAGE, Joanne (MAYOR)		

CARRIED: \_\_\_\_\_

DEFEATED: \_\_\_\_\_

DEFERRED OR TABLED: \_\_\_\_\_

# MEMORANDUM

H-1

**TO:** Mayor and Council

**FROM:** Alisa Craddock CPA, CMA Director of Corporate Services/Treasurer

**DATE:** April 13, 2021

**RE:** **WEST NIPISSING GENERAL HOSPITAL  
REQUEST FOR OPERATING FUNDS FOR CT SCANNER**

In November 2020, West Nipissing General Hospital made a presentation to Council and requested that Council consider a special levy of \$7.50 per household in order to fund the operating costs of the newly acquired CT scanner.

In December 2020, I provided Council with a memo to provide information on potential units and impact on commercial properties. However, I also cautioned Council that it was not as straightforward as simply imposing a tax levy of \$7.50 on households for 10 years. Council decided to deal with this issue at budget time.

The authority of a Municipality to impose a special levy or fees and charges is not applicable for this situation. The Municipality is not providing any service nor is there a defined area of service within the Municipality. Though it is not uncommon for municipalities to contribute to funding requests such as the request from West Nipissing General Hospital, the correct mechanism is an annual amount contributed each year as a line item in the budget. The Municipality could still make a fixed term commitment to West Nipissing General Hospital. It will form part of the tax levy and be shared among all rateable properties.

**Joie de vivre**



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

2021 /

APRIL 20, 2021



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

Moved by / *Proposé par* :Seconded by / *Appuyé par* :

**WHEREAS** Budget meetings were held on March 1<sup>st</sup> and March 3<sup>rd</sup>, 2021, at which time Council recommended that certain 2020 surplus be transferred to reserves;

**AND WHEREAS** Council agreed that \$3,075.00 of the surplus funds be transferred to By-Law Fleet and that \$3,500.00 of the surplus funds be transferred to Emergency Measures;

**BE IT THEREFORE RESOLVED THAT** the transfer of the Municipality of West Nipissing 2020 surplus is authorized to be transferred as follows:

- \$3,075.00 transferred to By-Law Fleet; and
- \$3,500.00 transferred to Emergency Measures.

	YEAS	NAYS
DUHAIME, Yvon		
FISHER, Christopher		
LARABIE, Roland		
MALETTE, Léo		
ROVEDA, Dan		
WARD 7 (vacant)		
SÉNÉCAL, Denis		
SÉNÉCAL, Lise		
SAVAGE, Joanne (MAYOR)		

CARRIED: \_\_\_\_\_

DEFEATED: \_\_\_\_\_

DEFERRED OR TABLED: \_\_\_\_\_

# MEMORANDUM

**TO:** Mayor and Council

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

**DATE:** April 15, 2021

**RE:** **MANAGEMENT, OPERATION AND MAINTENANCE OF THE CACHE BAY TRAILER PARK**

Three proposals were received for the operation of the Cache Bay Trailer Park. The proposal evaluation criteria was outlined in the RPP document. A copy is attached for Council's information.

The following are the results of the proposal evaluations;

RFP Management, Operation and Maintenance of the Cache Bay Trailer Park	
<b>Evaluations Completed By:</b> Stephan Poulin, Director of Economic Development and Community Services Jonny Belanger, Community Services Project Manager	
Name	Evaluation Score (average)
Antoine Guenette	460
Bernard and Micheline Guenette	375
Stephane Lajeunesse	335

The proposed lease agreement with Mr. Antoine Guenette is attached. The terms of the agreement include;

- 3 year agreement (equivalent of 3 camping seasons 2021-2023).
- Either party can opt-out of the agreement at the end of each camping season by providing written notice.
- The tenant agrees to pay the Municipality 10% of gross revenue derived from seasonal site rentals.
- The tenant is responsible to pay municipal taxes, water and sanitary services, environmental services fees, hydro, etc.
- The tenant is responsible for the day to day operation of the park as well as all regular maintenance and repairs.

## Joie de vivre



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

**The Corporation of the Municipality of West Nipissing**

**REQUEST FOR PROPOSAL**

**Management, Operation and Maintenance of the Cache Bay Trailer Park**

**Proposal No.**

**2021-RFP-03**

**Closing Date: February 26, 2021 at 2:00 P.M. local time**

The proposal document can be found on the Municipal website's [Bids and Tenders](#) page.

**Joie de vivre**



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

## **1/ Current Organizational Status/Situation/Structure**

The Cache Bay Trailer Park is owned by the Municipality of West Nipissing and it is located on the shores of Lake Nipissing in the community of Cache Bay. The campground currently has a total of 45 seasonal (long term) fully serviced sites with 30 amp power, municipal water and sewer, 15 additional serviced sites with 30 amp power and municipal water (only) and 3 lots for short term stays with no services available. The park property includes the following buildings/facilities; Office Building (23' x 24'), Shower facility (23' x 23'), Laundromat building (12' x 20'), Two Washroom facilities (11' x 12'), Two storage sheds (8' x 12' and 8' x 8') Recreation Room/Building (20' x 40') and an outdoor pool.

## **2/ Scope of Work**

The Municipality of West Nipissing is issuing a request for proposals from interested individuals, businesses and non-profit community groups (based in West Nipissing) to manage, operate and maintain the Cache Bay Trailer Park under a lease agreement. The Municipality of West Nipissing requires that the Cache Bay Trailer Park be managed, operated and maintained to support a positive experience for campground visitors.

## **3/ Anticipated Contract Term**

The services shall be performed for a term of up to 3 years beginning April 15, 2021.

## **4/ Site Authority**

Stephan Poulin  
Director of Economic Development and Community Services  
101-225 Holdtitch Street  
Sturgeon Falls, ON P2B 1T1  
(or designate)

All work must be performed to the satisfaction of the Site Authority

## **5/ Acceptance of Proposals**

The Municipality of West Nipissing reserves the right to accept or reject any or all Proposals submitted. The highest financial return proposed may not necessarily be accepted by the Municipality of West Nipissing.



## **6/ Termination**

If the Operator fails to comply with any request, instruction or order of the Municipality of West Nipissing; or fails to pay its account; or fails to comply with or persistently disregards statutes, regulations, by-laws or directives of relevant authorities related to the work; or fails to execute the work with skill and diligence; or assigns or sublets the Contract or a portion thereof without the Municipality of West Nipissing's consent; or refuses to correct deficiencies; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, including hours of operation, then, in any such case the Municipality of West Nipissing may, upon expiration of ten days from the date of written notice to the operator terminate the Contract.

The Municipality of West Nipissing reserves the right to terminate the Contract, in whole or in part, whenever the Municipality determines that such termination is in the best interest of the Municipality without showing cause, upon giving thirty day written notice to the Concessionaire.

## **7/ Freedom of Information**

The Municipality will comply with the requirements of the Municipal Freedom of Information and Protection of Privacy Act.

## **8/ Prices**

All pricing shall be in Canadian Funds, all applicable taxes included with the exception of HST which will be considered as extra to the monthly lease rate.

## **9/ Labour Disputes**

The contractor/lessee shall bear the risk and responsibility of any loss, damage or expense to the work, or to himself or herself of any nature and kind whatsoever arising from strikes or labour disputes other than such loss, damage or expense caused by the failure of the Municipality to meet its obligations under the Contract

## **10/ Guarantee**

Bidder hereby agrees:

1. To perform the contract in accordance with the RFP and RFP submission as awarded;
2. To furnish adequate protection from damage for all work and to repair damage of any kind to their own work or the work of the others for which their employees are responsible;
3. To pay for all permits, licenses and fees (where applicable), and to give all notices and comply with all by-laws and regulations of the Municipality and all other regulatory bodies.

## **11/ Objective**

The objective of this contract is to select a Park Operator that will:

- a) Enter into an agreement with the Municipality for the management, operations and maintenance of the Cache Bay Trailer Park;
- b) At the Operators cost, carry out implementation of Tenant Improvements, if applicable, for the Cache Bay Trailer Park;
- c) Manage, Operate and Maintain all aspects of the Cache Bay trailer park for a term identified under Period of Contract;
- d) Provide rates associated to all services being offered.

## **12/ Seasonal Hours of Operation**

The suggested operating time for the park is from May 15 to September 30th

This timeline is a suggested minimum for operation and each respondent is requested to provide its proposed seasonal operation timeline along with specific daily hours of operation.

## **13/ Advertising**

The operator is responsible for the promotion and advertising of the park/campground and all costs associated.

## **14/ Guidelines and requirements**

At minimum:

- Develop a regular cleaning schedule to ensure the all buildings/facilities and grounds are presentable, clean and in good working order;
- Develop a regular yard maintenance schedule to ensure the park is properly maintained (including garbage collection);
- Provide all materials, supplies, maintenance equipment and resources necessary for the operation, management and maintenance of the campground;
- Ensure all maintenance activities are performed in a timely manner;
- Perform services at a high quality to ensure an effective operation of the park;
- Supply all the personnel and staff necessary to provide high quality, friendly and helpful service to clients and the public;
- Operator will be responsible for all costs associated to municipal water and sanitary services, municipal taxes including garbage collection, utilities (hydro, etc.), insurance and human resources (staff);
  - Average estimated yearly costs; water and sewer (\$14,000), Municipal Taxes including garbage collection (\$2,500) and hydro (\$9,000)
- The property shall only be used as a tent and trailer park;
- The park must be kept to provincial parks standards and regulations;
- The Operator will keep all revenue from the operation of the campground, less expenses as outlined in this document. Gross revenue based on the 2020 operation are estimated to be \$90,000;
- All Municipal, Provincial and Federal laws and regulations must be adhered to by the contractor/lessee (Occupational Health and Safety, Ministry of Labour, Environmental, By-laws, Revenue Canada, Health Unit Regulations, etc.).

Operator responsibilities shall also consist of the following:

- All above grade sewer and water lines from trailer to buried pipe connections;
- Breakers only located in electrical pedestals to each site;
- Site grading/levelling of all trailer sites including any work required to the granular base;
- Site grading of the access routes within park including any work required to the granular base;
- Spring opening and Fall winterizing of all components susceptible to freezing such as water lines, hot water tanks etc.;
- Pool mechanical components;
- Damages done by renters and visitors;

Municipality's responsibilities includes:

- All electrical wiring and components except for breakers located in pedestals;
- All buried infrastructure such as, sewer line, electrical wiring, concrete tanks, holding tank, sewage pumps and culverts;
- Winterizing of sewage pumps and forcemain lines;
- Hot water tanks;
- All buildings on site except for damages done by renters and visitors;
- Ditching;
- Hazardous tree maintenance.

## **15/ Plumbing and Electrical**

Plumbing or electrical work required by the Operator shall be at the Operator's expense and shall be carried out by a Government licensed tradesman. Prior to the start of any proposed renovations, the Municipality of West Nipissing must first approve all proposed work. The Operator shall ensure all trades provide proof of General Liability Insurance certificate (naming the Municipality of West Nipissing as an additional insured) and WSIB certificate of clearance.

## **16/ Alterations**

Any alterations or renovations to the park area by the Concessionaire are prohibited except with prior approval of the Site Authority.

## 17/ Proposal Content

The Respondent is to submit a proposal, which addresses the following:

- A resume and cover letter pertaining to the main proponent, including related prior experience in work of similar size and scope;
- Outline a plan to operate the campground which will include services, staffing, sales, communications, janitorial and campground maintenance, and explain how the Campground will be efficiently, effectively and safely operated to meet all operational and customer service standards;
- Proposed additional value-added services to be offered at the park (if any);
- Proposed yearly lease rate to the Municipality;
- Proposed rates/fees for camping services;
- Proposed opening and closing dates and hours of operations;
- Signed Proposals - The proposal must be signed by the person(s) authorized on behalf of the Proponent or Company and binds the Proponent to the statements made in the RFP response.

## 18/ Proposal Evaluation Criteria

The following are mandatory requirements. Proposals not clearly demonstrating their compliance will receive no further consideration during the evaluation process:

- The proposal must be received at the closing location by the specific closing date and time;
- The proposal must be signed by a person authorized to sign on behalf of the respondent;
- Respondents not meeting these minimum requirements will result in disqualification of their proposal with no further consideration.

Proposals will be assessed on the basis of information provided by the Respondent at the time of submission as well as any additional information provided during subsequent meetings with the Respondent. The evaluation of Proposals may be conducted by an evaluation team comprised of staff members from the Municipality of West Nipissing.

In recognition of the importance of the procedure by which a Respondent may be selected, the following criterion outlines the primary considerations to be used in the evaluation and consequent awarding of this project (not in order).

The following point system will be used when evaluating proposal components:

0.0	unacceptable
1.0	poor
2.0	fair
3.0	good
4.0	excellent

The total rating for each component will be obtained by multiplying the component point assigned by the evaluator by the component weight.

Criteria	Maximum Score	Assigned Weight (A)	Points Awarded (B)	Total Points (A) x (B)
<b>Price:</b> Financial Return to the Municipality of West Nipissing (lease payment)	4	50		
<b>Responding Firms:</b>				
<ul style="list-style-type: none"> <li>Qualification and experience of the Project Manager assigned to the Project</li> </ul>	4	25		
<ul style="list-style-type: none"> <li>Proven experience with projects of a similar scope and size</li> </ul>	4	25		
<ul style="list-style-type: none"> <li>Services offered</li> </ul>	4	10		
<ul style="list-style-type: none"> <li>Rates/fees</li> </ul>	4	10		
<ul style="list-style-type: none"> <li>Approach to project</li> </ul>	4	10		
<ul style="list-style-type: none"> <li>Compliance and Clarity of submission</li> </ul>	4	10		
<b>TOTAL</b>				

Selection of a proposal(s) will be based on all the aforementioned criteria but not solely limited to the list.

## **19/ Selection Process**

The Municipality of West Nipissing reserves the right to accept or reject any or all proposals, to enter into negotiations with one or more submitting firms/individuals and to waive irregularities and omissions if in so doing, the best interests of the Municipality of West Nipissing will be served.

Respondents, whose proposals have been selected for further evaluation, may be invited to attend an interview with the Evaluation Committee where their proposal will be discussed.

Respondents may be requested to clarify information provided in their submission.

Respondents are encouraged to provide any additional information, which may be relevant in the evaluation of their proposal.

The Corporation of the Municipality of West Nipissing reserves the right to negotiate changes in the technical content of the most satisfactory proposal and, if necessary, interview key personnel.

## **20/ Protection of Property**

The Operator shall be held responsible for any damage including fire as the result of their performance of the work described herein.

## **21/ Workplace Safety & Insurance Board**

The Bidder must supply proof of good standing with the Workplace Safety & Insurance Board at the request of the Municipality.

## **22/ Insurance**

The Operator agrees to Indemnify and save harmless the Corporation of the Municipality of West Nipissing for any claim demand arising out of the performance by the Concessionaire of the Contract. The Concessionaire agrees to maintain comprehensive liability insurance covering all operations and liability assumed under the Contract. The Concessionaire agrees to have a limit of liability of not less than \$5,000,000 inclusive for any one occurrence and to add the Municipality as additionally insured.

## **23/ Safety Regulations and Labour Codes**

The Concessionaire must adhere to all safety rules, regulations and labour codes in effect in all jurisdictions where the work is to be performed.



## **24/ Communications & Proposal Submission**

Direct all questions or requests for information to:

Jonny Belanger, Project Manager  
Municipality of West Nipissing  
225 Holditch Street  
Sturgeon Falls, ON P2B 1T1  
705-753-6929  
[jbelanger@westnipissing.ca](mailto:jbelanger@westnipissing.ca)

Proposals must be delivered to the Municipal Administrative Office located at 225 Holditch Street, Sturgeon Falls, ON

Arrangements for the delivery of the proposals must be made in advance by contacting Jonny Belanger (contact information provided above).

Proposals must be submitted before **2:00 pm (local time) on February 26, 2021** (the “Official Closing Time”).

Proposals must be in a sealed envelope clearly marked with:

- “Management, Operation and Maintenance of the Cache Bay Trailer Park”
- Bidder’s name or Company name
- Reference number 2021-RFP-03



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

Resolution No.

**2021 /**

**APRIL 20, 2021**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** the Mayor and Chief Administrative Officer (CAO) be authorized to execute a Lease Agreement with **ANTOINE GUENETTE** for the operation of the Cache Bay Trailer Park.

	YEAS	NAYS
DUHAIME, Yvon		
FISHER, Christopher		
LARABIE, Roland		
MALETTE, Léo		
ROVEDA, Dan		
WARD 7 (vacant)		
SÉNÉCAL, Denis		
SÉNÉCAL, Lise		
SAVAGE, Joanne (MAYOR)		

CARRIED: \_\_\_\_\_

DEFEATED: \_\_\_\_\_

DEFERRED OR TABLED: \_\_\_\_\_

## LEASE OF MUNICIPAL LANDS

IN PURSUANCE OF the *Short Forms of Leases Act*, R.S.O. 1990, c. S.11, between **THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING** (the "Landlord") and **ANTOINE GUENETTE**, (the "Tenant") of the Municipality of West Nipissing (the "Tenant").

IN CONSIDERATION OF the sum of \$2.00 and other valuable consideration now paid by each party to the other the parties agree as follows:

### 1. DEFINITIONS

In this indenture:

- (a) "Director" shall mean the Landlord's Director of Community Services or his or her designate, and
- (b) "Demised Area" shall mean all of that part of the lands and buildings legally described as Part of Lot 10, Concession 1, Town of Cache Bay, Municipality of West Nipissing, and municipally described as 74 Teal Road, Cache Bay, Ontario and known as the **CACHE BAY TRAILER PARK**, and more particularly shown on Schedules "A" and "B" attached.

### 2. TERM

- (a) The Landlord hereby demises and leases the Demised Area to the Tenant for a term of three (3) operating seasons commencing on the first day of May 2021 and expiring on the 30<sup>th</sup> day of September 2023, on the terms and conditions set out in this indenture.
- (b) The Landlord and any agency (whether governmental or otherwise) owning or operating a public utility as that term is defined in the *Public Utilities Act*, R.S.O. 1990, c. P.52, and their respective successors and assigns shall have the right:
  - (i) to install, maintain, repair, replace, reconstruct, enlarge, inspect or test any pipes, cable, meters or other plant whatsoever on, under or adjacent to the Demised Area as part of, appurtenant to or in connection with any such public utility, and
  - (ii) by their respective officers, employees, agents and contractors, to enter upon the Demised Area, with or without all necessary equipment, for the purposes set out in clause (b)(i) hereof.

### 3. RENT

The Tenant shall pay the Landlord rent consisting of 10% of the Tenants' gross rental revenue derived from seasonal camping sites plus Harmonized Sales Tax (HST), payable in a lump sum on the 15<sup>th</sup> day of September in each and every year during the currency of this indenture. This does not include any portion of the amounts paid by campers to the Tenant for amenities over and above the site rental. The Tenant shall have the right to set the annual fees charged for each site and the appurtenances thereon and shall provide the Landlord, along with the annual rent, a copy of the Income Statement for the season for which Rent is being paid.

4. **TENANTS' RESPONSIBILITIES**

(a) The Tenant covenants with the Landlord:

- (i) to pay rent as and when due;
- (ii) to pay all charges (including penalties and interest) for municipal taxes, water and sewer, electricity, garbage collection, hydro electric power and any other utilities supplied to the Demised Area, directly to the provider thereof in each case;
- (iii) to pay all costs of advertizing and promotion;
- (iv) not to make changes, repairs or renovations to any of the lands or buildings located on the Demised Area, except in accordance with plans therefore which have been submitted in advance to, and approved by, the Director, such approval not to be unreasonably withheld, and to make any such changes expeditiously in a good and workmanlike manner (including proper clean-up) to the satisfaction of the Director/ It is understood and agreed that any renovations, repairs or additions to any existing or new building shall be construed to be a leasehold improvement;
- (v) to keep the Demised Area in a clean and well-ordered condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in the Demised Area, all to the satisfaction of the Director;
- (vi) to use the Demised Area only for the purposes of seasonal camping/trailer park;
- (vii) not to assign or sublet their right under this lease without leave;
- (viii) not to erect any signs, buildings or other non-landscaping structure on the Demised Area without the written consent of the Director;
- (ix) to assume all responsibility for the maintenance, repair, upkeep and snow removal, if required, of the Demised Area. This includes butand not limited to, the following;
  - All above grade sewer and water lines from trailer to buried pipe connections;
  - Breakers only located in electrical pedestals to each site;
  - Site grading/leveling of all trailer sites including any work required to the granular base;
  - Site grading of the access routes within park including any work required to the granular base;
  - Spring opening and Fall winterizing of all components susceptible to freezing such has water lines, hot water tanks etc.;
  - Pool mechanical components;
  - Repairs for damages caused by campers and visitors;
  - Provide all required materials including gravel, top soil, etc.

- (x) to ensure that nothing is done or kept at or on the Demised Area which is or may be a nuisance, or which causes damage to or interference with normal usage of any adjoining property, provided that the use referred to in paragraph (v), and the vehicles, supplies and equipment necessarily incidental thereto shall not be deemed to be, in and of themselves, a nuisance;
  - (xi) to take at its own expense all measures necessary to ensure to the Director's satisfaction that the plant of or appurtenances to any municipal service or public utility now or in the future on, under or adjacent to the Demised Area, is adequately protected against damage, impairment, destruction or loss;
  - (xii) not to store inflammable or explosive substances at or on the Demised Area;
  - (xiii) to comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Demised Area, including the obtaining of all necessary permits and licences and certificates (WSIB), and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
  - (xiv) upon termination of the tenancy, to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Director's satisfaction, and
  - (xv) that upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within fifteen (15) days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.
  - (xvi) the Tenant shall, provide a copy of the rules and regulations and a list of fees and charges of the Demised Premises to the Landlord in each and every year and upon making any changes to the said rules and regulations, shall obtain the the approval of the Landlord, which approval shall not be unnecessarily withheld.
  - (xvii) the tenant shall ensures all applicable employment and health and safety laws and regulations strictly followed and adhered to for any employee or contractor working in the Demised Area. The tenant must advise the Director in writing if/when employees or contractors are hired to work at the demised area. The tenant agrees to only hire qualified contractors and certified trades to complete work.
- (b) The Tenant accepts the Demised Area in the condition existing at the date of the commencement of the Term and Tenant shall be responsible for the cost of any road grading, fencing or other alteration or improvements required in order to prepare the Demised Area for the purpose set out in paragraph (vi) of clause 4(a).

5. **ASSIGNMENT AND SUBLETTING**

- (a) If the Tenant or any assignee or subtenant makes an assignment for the benefit of creditors, or becomes insolvent or commits an act of bankruptcy as defined by the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, or if the leasehold interest created by this indenture is at any time seized or taken in execution or in attachment, or if the Tenant or any corporate assignee or subtenant is subjected to voluntary or compulsory liquidation or winding-up, or if the Demised Area becomes abandoned, then, at the option of the Landlord, the leasehold shall cease, the Term shall be at an end, the rent for the then next ensuing three months shall immediately become due and payable and the Landlord may re-enter and take possession.
- (b) Notwithstanding any present or future statute of the Ontario Legislature, none of the Tenant's goods and chattels on the Demised Area shall at any time during the Term be exempt from levy by distress for rent in arrears, and the Tenant, having waived any such exemption, shall by this clause be estopped from setting up any such exemption in any proceedings between the parties.
- (c) This indenture makes provision for re-entry by the Landlord on non-payment of rent or non-performance of covenants.

6. **INDEMNITY AND INSURANCE**

- (a) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever (including those under or in connection with the *Workplace Safety and Insurance Act*, S.O. 1997, c.16, Sch. A, or any successor legislation), made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the Landlord or of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with, the Demised Area or any fixtures or chattels in this Agreement except to the extent attributable to the Landlord's negligence.
- (b) The Tenant shall, at all times during the currency of the Term and any renewal of the term, at its own expense maintain in force insurance coverage with respect to the Demised Area and its use and occupation of the Demised Area, and shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for:
  - (i) insurance against loss by such insurable hazards as the Landlord may from time to time reasonably request, and
  - (ii) liability insurance for bodily injury, death or property damage up to \$5,000,000.

(iii) Every policy or policies of insurance maintained by the Tenant shall provide cross-liability coverage and waiver of subrogation, and the Landlord may require the Tenant to supply evidence of such insurance from time to time.

- (c) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Construction Lien Act*, R.S.O. 1990, c. C.30, in connection with any work done for the Tenant at or on the Demised Area, and shall at its own expense promptly see to the removal from the registered title to the Demised Area, of every claim for lien or certificate of action having to do with such work and in any event within fifteen (15) days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.
- (d) The Landlord assumes no responsibility for damage by fire, theft or otherwise whatsoever, to the goods, chattels, fixtures and improvements of the Tenant or of any other person except to the extent caused by the negligence of the Landlord or any person(s) for whom the Landlord is at law responsible.
- (e) The provisions of this clause will continue to apply, notwithstanding cessation of the tenancy created by this indenture, throughout the period(s) during which activities take place pursuant to paragraphs (xiii) and (xiv) of clause 4(a) of the indenture.
- (f) The Tenant shall provide proof of insurance to the Landlord prior to May 1<sup>st</sup> for each year of the agreement.

7. **LEASEHOLD IMPROVEMENTS**

All Leasehold Improvements shall immediately on their placement become the Landlord's property, without compensation to the Tenants. Except as otherwise agreed by the Landlord in writing, no Leasehold Improvements or trade fixtures shall be removed from the Premises by the Tenants, either during or on the expiry or earlier termination of the Term.

8. **DEFAULT AND RIGHT TO RE-ENTER**

Any of the following constitutes an "Event of Default" under this Lease:

- (a) any Rent due is not paid within five (5) days after notice in writing from the Landlord to the Tenants;
- (b) the Tenants have breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 13.1, after notice in writing from the Landlord to the Tenants:
  - (i) the Tenants fail to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
  - (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenants fail to commence to remedy such breach within ten (10) days of such breach, or thereafter fails to proceed diligently to remedy such breach;

- (c) the Tenants becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Tenants' existence or the liquidation of its assets;
- (d) a trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenants or any Indemnifier;
- (e) this Lease or any of the Tenants' assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
- (f) the Tenants make an assignment or sublease, other than in compliance with the provisions of the Lease;
- (g) the Tenants abandon or attempt to abandon the Premises, or the Premises become vacant or substantially unoccupied for a period of ten (10) consecutive days or more without the consent of the Landlord;
- (h) any insurance policy covering any part of the Premises is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Tenants or any person for whom it is legally responsible.

9. **DEFAULT AND REMEDIES**

If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Tenants or to re-enter the Premises and repossess them and, in either case, enjoy them as of its former estate, and to remove all persons and property from the Premises and store such property at the expense and risk of the Tenants or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenants.
- (b) to enter the Premises and to do any or all of the following:
  - (i) relet the Premises for whatever length and on such terms as the Landlord, in its discretion, may determine, and to receive the rent therefor;
  - (ii) take possession of any property of the Tenants on the Premises, store such property at the expense and risk of the Tenants, or sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenants;
- (c) to recover from the Tenants all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenants including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenants for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises;



- d) to recover from the Tenants the full amount of the Rent owing all of which shall immediately become due and payable.

10. **EARLY TERMINATION**

- (a) The Landlord shall have the option to terminate this Lease on October 31' during any year of its tenancy (the "Termination Date") and the Landlord shall deliver to the Tenants, at least sixty {60} days prior to the Termination Date, a written notice of the exercise of this right; and
- (b) If the Landlord exercises this termination right, the Tenants shall deliver up vacant possession of the Premises on the Termination Date, all Rent shall be apportioned and paid to the Termination Date, and this Lease will be fully and completely ended as of the Termination Date.
- (c) The Tenants shall have the option to terminate this Lease on October 31st during any year of the Tenancy (the "Termination Date") and the Tenants shall deliver to the Landlord at least sixty {60} days prior to the Termination Date, a written notice of the exercise of this right; and
- (d) If the Tenants exercise this termination right, the Tenants shall deliver up vacant possession of the Premises on the Termination Date, all Rent shall be apportioned and paid to the Termination Date, and this Lease will be fully and completely ended as of the Termination Date.

11. **OVERHOLDING**

If, at the expiration of the Term, the Tenants remain in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenants shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.

12. **LANDLORD'S COVENANT**

- (a) Subject to clause 2(b) of this indenture, the Landlord covenants with the Tenants for quiet enjoyment.
- (b) The Landlord shall make reasonable efforts to complete any exercise by the Landlord of its rights under clause 2(b) of this indenture, expeditiously, and upon such completion shall restore the Demised Area substantially to its condition immediately prior to such exercise.

13. **NOTICE**

- (a) Any notice pursuant to any of the provisions of this indenture shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

(i) in the case of notice to the Landlord to:

101-225 Holditch Street, Sturgeon Falls, ON P2B 1T1

(ii) in the case of notice to the Tenant to:

306 Beaudry Road, Cache Bay, ON P0H 1G0

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the fifteen (15) business day, excluding Saturdays, next following the date of mailing.

- (b) The authority of the Director shall not be deemed to be exhausted by any individual exercise thereof, and in the matters for which he or she is to be responsible under this indenture, the Director shall be the sole judge whose opinion and exercise of discretion shall not be subject to review in any manner whatsoever except as expressly otherwise indicated in this indenture.

14. **INTEREST AND COSTS**

- (a) All sums, for rent or otherwise, payable to the Landlord under this indenture shall bear interest commencing the day next following the falling due thereof, at the then current rate of interest charged to the Landlord by its bankers until the actual date of payment.
- (b) The Tenants shall pay to the Landlord all the Landlord's legal costs, on a solicitor and client basis, of all actions or other proceedings in which the Landlord participates in connection with, or arising out of the obligations of the Tenants under this indenture or arising out of the Tenants' occupation of the Demised Area, except to the extent that the Landlord is not successful therein.

15. **EFFECT OF WAIVER OR FOREBEARANCE**

- (a) No condonation, excusing or overlooking by the Landlord of any default, breach or non-observance of any of the Tenants' obligations under this indenture at any time or times shall affect the Landlord's remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.
- (b) No waiver shall be inferred from or implied by anything done or omitted by the Landlord.
- (c) Any written waiver by the Landlord shall have effect only in accordance with its express terms.
- (d) All rights and remedies of the Landlord under this indenture shall be cumulative and not alternative.

16. **GENERAL**

- (a) The termination of this indenture by expiry or otherwise shall not affect the liability of either party to this indenture to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged.

- (b) The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this indenture other than as set out in this indenture, which constitutes the entire agreement between the parties concerning the Demised Area and which may be modified only by further written agreement under seal.
- (c) The provisions of this indenture shall be binding upon, and enure to the benefit of, the parties and their respective successors and (where applicable), permitted assigns.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

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

Per: \_\_\_\_\_

Joanne Savage (Mayor)

\_\_\_\_\_  
**ANTOINE GUENETTE (Tenant)**

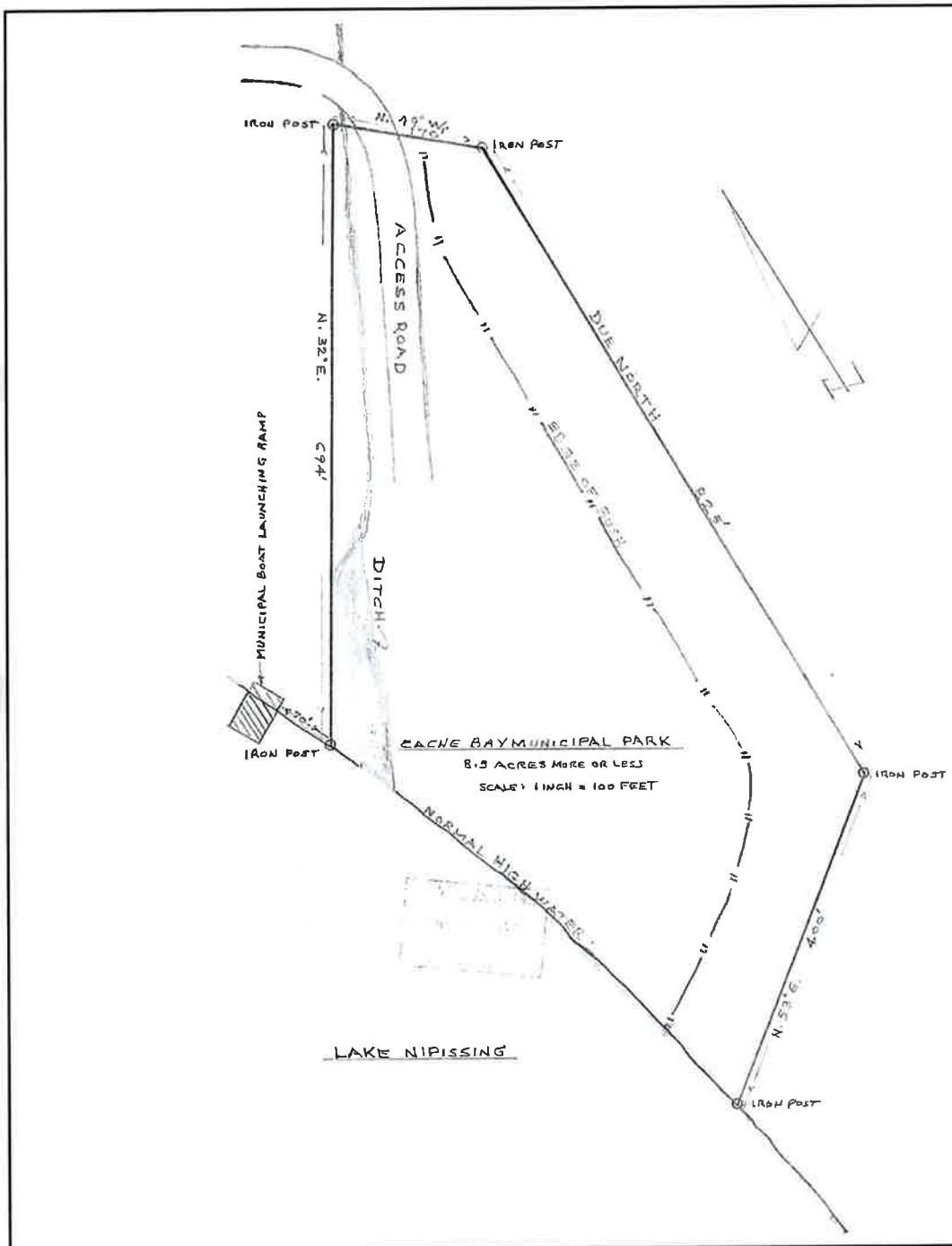
Per: \_\_\_\_\_

Jean-Pierre (Jay) Barbeau (CAO)

*(We have authority to bind the corporation)*

## SCHEDULE "A"

### Sketch of Demised Premises



## SCHEDULE "B"

### Aerial Image of Demised Premises



2021 /

APRIL 20, 2021



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

Moved by / *Proposé par* :Seconded by / *Appuyé par* :

**WHEREAS** at the Council Budget meeting held on April 14<sup>th</sup>, 2021, staff was directed to investigate and apply for funding opportunities for the Field Outdoor Rink Project;

**BE IT RESOLVED THAT** Council for the Municipality of West Nipissing authorizes the Director of Economic Development and Community Services to submit funding applications for the Field Outdoor Rink Project.

	YEAS	NAYS
DUHAIME, Yvon		
FISHER, Christopher		
LARABIE, Roland		
MALETTE, Léo		
ROVEDA, Dan		
WARD 7 (vacant)	X	X
SÉNÉCAL, Denis		
SÉNÉCAL, Lise		
SAVAGE, Joanne (MAYOR)		

CARRIED: \_\_\_\_\_

DEFEATED: \_\_\_\_\_

DEFERRED OR TABLED: \_\_\_\_\_

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

[illegible]



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

Resolution No.

**2021 /**

**APRIL 20, 2021**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**WHEREAS** quotations for the supply of Liquid Calcium for the 2021 season were received by the Manager of Public Works;

**AND WHEREAS** two (2) quotations were received for the supply of Liquid Calcium;

**AND WHEREAS** the the Manager of Public Works has reviewed the quotations and is satisfied that the awards being recommended herein consist of the best prices meeting all of the specifications for 2021;

**AND WHEREAS** Council concurs with this recommendation;

**BE IT RESOLVED THAT** the quotation for the supply of liquid calcium for the 2021 season be awarded to **POLLARD DISTRIBUTION INC.**, having submitted the lowest tender price of \$0.2975 per litre (plus HST); meeting all the specifications.

	YEAS	NAYS
DUHAIME, Yvon		
FISHER, Christopher		
LARABIE, Roland		
MALETTE, Léo		
ROVEDA, Dan		
WARD 7 (vacant)		
SÉNÉCAL, Denis		
SÉNÉCAL, Lise		
SAVAGE, Joanne (MAYOR)		

CARRIED: \_\_\_\_\_

DEFEATED: \_\_\_\_\_

DEFERRED OR TABLED: \_\_\_\_\_





<b>Project</b>	<b>Granular Resurfacing Projects 2021</b>				
<b>Closing Information</b>	<b>2021-04-15 at 9:30:00 AM</b>				
<b>Opened By</b>	<b>Alisa Craddock</b>	<b>and</b>	<b>Shawn Remillard</b>		
<b>Name</b>	<b>Date Received</b>	<b>Lafreniere</b>	<b>North South</b>	<b>Rainville</b>	
Labelle Bros Excavating	April 15, 2021	\$0.00	\$0.00	\$113,627.00	
Ed Seguin & Sons	April 15, 2021	\$139,872.00	\$203,676.00	\$113,129.00	
Roleo Seguin	April 15, 2021	\$159,330.00	\$0.00	\$140,685.00	
0					



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

**2021 /**

**APRIL 20, 2021**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**WHEREAS** quotations for the 2021 Granular Resurfacing Projects for the Municipality areas were opened publicly on April 15, 2021 by the Director of Corporate Services and Public Works Manager;

**AND WHEREAS** the Manager of Public Works has reviewed the quotations and is satisfied that the award being recommended herein consists of the best prices received;

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

**BE IT RESOLVED THAT** the quotations for the 2021 Granular Resurfacing Projects for the Municipality be awarded as follows, having submitted the lowest quotation meeting all the specifications for these projects:

AWARDED TO:	ROAD	TOTAL COST PER ROAD
Ed Seguin & Sons	Lafrenière Road	\$139,872.00
Ed Seguin & Sons	North South Road	\$203,676.00
Ed Seguin & Sons	Rainville Road	\$113,129.00

	YEAS	NAYS
DUHAIME, Yvon		
FISHER, Christopher		
LARABIE, Roland		
MALETTE, Léo		
ROVEDA, Dan		
WARD 7 ( <i>vacant</i> )		
SÉNÉCAL, Denis		
SÉNÉCAL, Lise		
SAVAGE, Joanne (MAYOR)		

CARRIED: \_\_\_\_\_

DEFEATED: \_\_\_\_\_

DEFERRED OR TABLED: \_\_\_\_\_



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

**L-1**

**BY-LAW 2021/35**

**BEING A BY-LAW OF THE MUNICIPALITY OF WEST NIPISSING  
TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS MEETING  
HELD ON THE 20<sup>th</sup> DAY OF APRIL, 2021**

---

**WHEREAS** the Municipality of West Nipissing deems it desirable to confirm the proceedings of Council at its meeting held on the 20<sup>th</sup> day of APRIL 2021, 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 20<sup>th</sup> DAY OF APRIL 2021 AS WITNESSED BY THE SEAL OF THE CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.**

---

JOANNE SAVAGE  
MAYOR

---

MELANIE DUCHARME  
CLERK