

**THE CORPORATION OF THE
TOWN OF MATTAWA**

AGENDA

**REGULAR MEETING OF COUNCIL
MONDAY, JULY 22ND, 2013
7:00 P.M.**

**MUNICIPAL COUNCIL CHAMBERS
160 WATER STREET
MATTAWA, ONTARIO**

THE CORPORATION OF THE TOWN OF MATTAWA
A G E N D A
MUNICIPAL COUNCIL CHAMBERS
160 WATER STREET
MATTAWA, ONTARIO
MONDAY, JULY 22ND, 2013 @ 7:00 P.M.

- 1. Call to Order**
- 2. Disclosure of Pecuniary Interest and Nature Thereof**
- 3. Petitions & Delegations**
- 4. Correspondence**
 - 4.1 Heart & Stroke Foundation – Re: Big Bike Participation
Recreation, Tourism & Special Projects Committee – Director of Recreation, Tourism & Special Projects
 - 4.2 Ms. Jessica Desrochers – Re: École Élisabeth-Bruyère Graduation Bursary Recipient
Recreation, Tourism & Special Projects Committee – Director of Recreation, Tourism & Special Projects
 - 4.3 Mr. Jacob Perreault – Re: École Élisabeth-Bruyère Graduation Bursary Recipient
Recreation, Tourism & Special Projects Committee – Director of Recreation, Tourism & Special Projects
 - 4.4 Nipissing First Nation – Re: Invitation to 25th Traditional Pow-Wow
General Government Services Committee – Clerk
 - 4.5 Nip-Parry Sound Student Transportation Services – Re: School Bus Loading Zone Request
Planning & Development Services Committee – Clerk
 - 4.6 North Bay-Mattawa Conservation Authority – Re: Mattawa River Canoe Race Invitation
Recreation, Tourism & Special Projects Committee – Director of Recreation, Tourism & Special Projects
 - 4.7 Ontario Provincial Police – Re: OPP Billing Reform Survey
Protection to Persons & Property Committee – Clerk
 - 4.8 Ministry of Citizenship & Immigration – Re: Culture Development Fund
General Government Services Committee – Clerk
 - 4.9 MPAC – Re: Update on Activities
General Government Services Committee – Clerk

Monday, July 22, 2013

Correspondence – Cont'd

- 4.10 Township of Warwick – Re: Request for Resolution of Support
General Government Services Committee – Clerk
- 4.11 AMO – Re: June Policy Update Information
General Government Services Committee – Clerk
- 4.12 NBPSDHU – Re: April 24th Board of Health Meeting Minutes
Health Services Committee –Clerk

5. Questions/Comments (public & Council) about the Content of the Agenda

6. Municipal Report Number 670

- Minutes of Previous Meeting (s)
- Presentation of By-laws/Resolutions
- Adoption of Report

7. Committee Reports

8. Questions from the Floor

9. New/Old Business

10. 2/3 (Special Resolutions – not previously circulated)

11. In Camera (Closed)

12. Return to Regular Session

13. Adjournment

Monday, July 22, 2013

Members of Council,

Attached please find Municipal Report Number 670 for consideration by Council.

Respectfully submitted

Wayne P. Belter
Administrator/Clerk/Treasurer

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Date: MONDAY, JULY 22ND, 2013

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THE CORPORATION TOWN OF MATTAWA

COMMITTEE: GENERAL GOVERNMENT SERVICES

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: WAYNE P. BELTER

TITLE: ADOPTION OF THE MINUTES

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

It is respectfully recommended to Council that the minutes of the Regular Meeting of Monday July 8, 2013 be adopted as circulated.

Councillor L. Mick

THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the regular meeting of Council held Monday, July 8, 2013 at 7:00 p.m. in the Municipal Council Chambers.

Present: Mayor D. Backer
Councillor L. Mick
Councillor P. Dupras
Councillor M. L. Arrowsmith
Wayne P. Belter, Clerk

*When a recorded vote is requested and the minutes indicate the recorded vote was "Unanimous" it means all Councillors present and noted above voted in favour unless otherwise indicated.

1. Meeting Called to Order
2. No Disclosure of Pecuniary Interest and Nature Thereof
3. Petitions & Delegations
 - 3.1 Recreation and Tourism Department summer students introduced themselves to Council and outlined their summer schedules.
 - 3.2 Mr. J. Humble from the North Bay and Blue Sky Region Habitat for Humanity made a presentation to Council about the local opportunities that might exist for low income working families
4. Correspondence
5. No Questions/Comments about the Content of the Agenda
6. Municipal Report Number 669

Page No. 120

It is respectfully recommended to Council that the minutes of the Regular Meeting of Monday June 24, 2013 be adopted as circulated.

Carried

Page No. 121

Attached is the Cheque Report for the month of June 2013 which is submitted for your approval.

Carried

Page No. 122

That the short form wording “Permitting a dog to attack or bite any persons” and set fine in the amount of \$250.00 be added as Item # 9 to the set fine schedule of By-Law # 08-21 which will permit the By-Law Officer to issue a Provincial Offences Act Part 1 charge.

Carried

Page No. 123

That the Town of Mattawa contribute \$6,241.70 to the Mattawa-Bonfield Economic Development Corporation for 2013 and will participate as an active member, but Mattawa’s Economic Development efforts will be refocused through the Mayor’s office for Economic Development. Mattawa’s financial commitment to the MBEDC will be reconsidered for 2014.

Carried

Page No. 124

That Council authorize the Public Works Department to purchase the 2010 Used Wacker BPU 3050A at \$3,400 + HST from United Rentals.

Carried

Page No. 125

That Council authorize the Public Works Department to prepare a request for quotation and invite qualified contractors to provide quotes to carry out the work to install services from Brook Street to Dorion Street.

Carried

Page No. 126

That Council authorize the Public Works Department to negotiate the purchase of a street sweeper from Mobile Sweep at a cost not to exceed \$25,000.

Carried

Page No. 127

It is therefore recommended that the quotation from Gym-Con in the amount of \$41,230.00 + applicable taxes be accepted for the replacement of approximately 3,100sq’ of flooring for the six dressing rooms and hallway up to the double doors.

Carried

Resolution Number 13-21

Moved by Councillor L. Mick

Seconded by Councillor P. Dupras

That the Municipal Report Number 669 be adopted

Carried

7. Committee Reports
8. Questions from the Floor

- 9. New/Old Business
- 10. 2/3 (Special Resolutions – not previously circulated)

Resolution Number 13-22

Moved by Councillor L. Mick

Seconded by Councillor P. Dupras

- 2/3 *That Council authorizes and permits an eight foot fence down to a six foot fence along the West side of the property known as 464 Poplar Street excluding the front yard. Normal front yard By-law requirements will be observed.*

Carried

Resolution Number 13-23

Moved by Councillor L. Mick

Seconded by Councillor P. Dupras

- 2/3 *Be it resolved that the Corporation Town of Mattawa advertise for a temporary part-time Caretaker 2 for the Corporation Town of Mattawa – Recreation and Cultural Services Department.*

Carried

- 11. In Camera (Closed) Session – None
- 12. Return to Regular Session – N/A
- 13. Adjournment

The regular meeting of Council Monday, July 8, 2013 adjourned at 8:10 p.m.

Mayor

Clerk

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: RECREATION, TOURISM & SPECIAL PROJECTS

CHAIRPERSON: COUNCILLOR N. WALTERS

DEPT. HEAD: WAYNE P. BELTER

TITLE: CANTEEN LEASE AGREEMENT TRANSFER

Draft By-Law **Item** **Policy Recommendation**

Mayor D. Backer and Members of Council:

Tenders were requested for the operations of the Canteen at the Mike Rodden Arena and Community Centre in 2012 and subsequently awarded to Stacey Chiaramida-Mattawa Quikmart.

The Mattawa Quickmart is being sold to Robbie Jones. Robbie has asked if the Canteen Lease could also be transferred from Stacey Chiaramida - Mattawa Quikmart to Robbie Jones- Mattawa Quikmart. This would be a smooth transfer for the Corporation Town of Mattawa and would not delay any services especially with the upcoming events including the Monster Bingo, Thai Boxing and long weekend ball tournament.

The new lease agreement would commence as of July 22, 2013.

Recommendation:

It is therefore recommended that the canteen facilities at the Mike Rodden Arena and Community Centre be leased to Robbie Jones- Mattawa Quickmart effective July 22, 2013 in the amount of \$100.00 per month. The signing by-law is attached.

Respectfully submitted

Councillor N. Walters

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 13-15

BEING a By-law authorizing the signing of an agreement with Mr. Robbie Jones to provide canteen services to the Town building known as the Mike Rodden Arena and Community Centre.

WHEREAS it is desirable to permit the Mayor and Clerk to sign the contract on behalf of the Corporation of the Town of Mattawa.

NOW THEREFORE, the Council of the Corporation of the Town of Mattawa enacts as follows:

The Mayor and Clerk are authorized to execute the agreement on behalf of the Corporation Town of Mattawa for canteen services at the Mike Rodden Arena and Community Centre as attached and known as Schedule "A".

READ, PASSED AND ADOPTED this _____ day of _____ 2013.

Mayor

Clerk

AGREEMENT

between

THE CORPORATION OF THE TOWN OF MATTAWA

Hereinafter called the “Lessor” of the first part

And

Mr. Robbie Jones – Mattawa QuikMart

Hereinafter called the “Lessee” of the second part

WHEREAS the “Lessee” wishes to provide canteen services to the Town building known as the Mike Rodden Arena and Community Centre in the Town of Mattawa for the consideration and render the terms hereinafter expressed.

NOW THEREFORE in consideration of the premises and the mutual covenants hereinafter continued, the parties hereto do hereby agree as follows:

1. The Lessee shall have the exclusive right to provide a canteen service for the patrons of the Mike Rodden Arena and Community Centre from the 22nd day of July 2013 until the 31th day of May 2014, such right to include the exclusive right to provide canteen services during all hours of operation at the Mike Rodden Arena and Community Centre but not so as to restrict the right of the “Lessor” to allow the use of the second floor auditorium nor surrounding grounds for private and public rentals as seen fit by the Director of Tourism, Recreation and Special Programs. The placing of ANY vending machines outside the snack bar must be mutually agreed to between the Lessor and the Lessee. The snack bar lessee is permitted to set-up a booth outside on the arena grounds. The type of and area the booth is to be set-up must be agreeable to both the Lessee and Lessor. There is no additional rental fee.
2. In consideration of granting the above use of the premises, the Lessee agrees to pay to the Lessor the sum of \$100.00 per month from July 22, 2013 until May 2014 payable in advance on the first day of each month with the first payment coming due on or before the 1st day of August 2013. The Lessee also agrees that should the monthly rent be in arrears greater than 2 months this agreement becomes void. The Lessor reserves the right to serve notice to vacate the premises by the Lessee within 30 days should the arrears be greater than 2 months. A new fee structure shall be negotiated should there be an extension beyond the term of this contract.
3. The Lessee shall be responsible for the payment of any business, commercial, federal, provincial or municipal taxes incurred for the term of this agreement.

4. The Lessee shall provide all necessary equipment required for such service in the canteen in said building and shall keep same in good and serviceable condition and shall replace and repair same against reasonable wear and tear.
5. The Lessee shall take all reasonable care and diligence in the use of such equipment and the premises, and shall replace and repair and/or pay for any of same which may be damaged by reason of negligence or lack of care on the part of the said lessee or its agents, servants or employees.
6. The Lessee may not sublet in whole or in part any space within the canteen area without written permission from the Lessor.
7. The Lessor shall provide, at its cost, the utilities in the operation of said canteen, namely water, hydro, electric power, heat and natural gas/propane and the Lessee promises and agrees to use such utilities in a reasonable and economical manner, without undue waste.
8. The Lessee shall keep the canteen and premises used for it in reasonable and clean condition. The Lessee shall be responsible for cleaning the floor area, walls, cupboards, and fixtures.
9. The Lessee shall be responsible for the removal of refuse from the canteen.
10. The Lessee shall observe and comply strictly with all federal, provincial and municipal legislation governing the operation of the canteen with respect to the production and preparation and serving of food and beverages and the maintenance of the equipment hereabove mentioned and it shall indemnify and save the Lessor harmless from any claim demand, prosecution or other liability in connection therewith.
11. The Lessee shall provide and maintain at its expense liability insurance for protection against any claim, demand, suit or liability whatsoever arising out of the operation of the said canteen or any portion of the premises and equipment used in connection therewith or food or beverage therein, to the extent of not less than \$1,000,000.00 for any single such claim allowed and shall provide the lessor with a certified copy of the policy or policies issued together with a letter from same said insurance company to provide the lessor with at least 30 days notice of any intended cancellation of said insurance policy or policies.
12. Upon termination of this agreement, the Lessor reserves the right to call public tenders to provide canteen services in premises presently utilized by the Lessee.
13. It is agreed and understood between the parties that the Director of Tourism, Recreation and Special Programs of the Mike Rodden Arena and Community Centre, shall work in co-operation with the operation of this canteen and premises; and shall have full authority to direct the Lessee accordingly. The Lessee agrees to act within reasonable direction given by the Director of Tourism, Recreation and Special Programs and should any dispute between

the said Lessee and the Director of Tourism, Recreation & Special Programs, which cannot be settled, it shall be referred to the Lessor for final decision.

- 14. The Lessee understands and agrees that failure to follow any of the above terms may result in the termination of this "Agreement".

Signed, Sealed and Delivered in the presence of:

The Corporation of the Town of Mattawa

Lessee

Mayor

Date

Clerk

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: RECREATION, TOURISM & SPECIAL PROJECTS

CHAIRPERSON: COUNCILLOR N. WALTERS

DEPT. HEAD: WAYNE P. BELTER

TITLE: HIRING OF TEMPORARY PART-TIME CARETAKER 2

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

The Corporation of the Town of Mattawa advertised for a Caretaker 2 Part-Time person. This person is needed on occasions when staff is on vacation, sick or as needed. There is no guarantee of hours or regular scheduling for this part-time staff person.

Interviews were held with the following recommendation.

Recommendation:

It is respectfully recommended that the Caretaker 2 Temporary Part-Time position be filled as per the amendment to this recommendation.

Respectfully submitted

Councillor N. Walters

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: ENVIRONMENTAL SERVICES

CHAIRPERSON: COUNCILLOR P. DUPRAS

DEPT. HEAD: MARC MATHON

TITLE: PURCHASE OF STREET SWEEPER

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

At a recent Council meeting the Public Works Department was authorized to negotiate a price for a street sweeper machine that was available from our street sweeping contractor who is looking to retire. The price at which the negotiations were heading was between \$22,000 and \$24,000 for a 1999 Pelican style street sweeper. In an effort to look for comparisons to ensure the price was consistent with the market for such machinery we came across two other machines.

A yellow street sweeper in better condition for \$32,500 and a 2002 Street Sweeper / Vacuum Combination machine listed \$25,000. Upon further investigation it became clear that the 2002 Vac All Street Sweeper was the best value having been owned by the Town of Cobourg and was excellently maintained. It is based on a GMC truck chassis with a CAT diesel engine and comes with a full season's worth of brushes. This machine will permit us to do our street sweeping earlier in the spring and clean our catch basins ourselves. We negotiated a price of \$24,000 with Mark Tylak, who purchased the machine from the Town of Cobourg, for the purchase of this piece of machinery. Given our expected contractor costs for street sweeping and catch basin cleaning for 2014 the unit will pay for itself in less than 2 years and provide good value to the taxpayers for the foreseeable future.

It is proposed that the cost of the street sweeper be covered by our capital reserves and be paid back in the next 2 years with savings generated by doing the work ourselves.

Recommendation:

That Council authorize the Public Works Department to complete the purchase of the 2002 GMC Vac All Street Sweeper VIN #1GDP7C1CX2J509364 at a total price of \$24,000 from Mark Tylak of Scotland, Ontario.

Respectfully submitted,

Councilor P. Dupras