

**THE CORPORATION OF THE
TOWN OF MATTAWA**

AGENDA

**REGULAR MEETING OF COUNCIL
TUESDAY, OCTOBER 15TH, 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
TUESDAY, OCTOBER 15TH, 2013 @ 7:00 P.M.**

1. Call to Order

1.1 Declaration of Office

2. Disclosure of Pecuniary Interest and Nature Thereof

3. Petitions & Delegations

3.1 Mattawa Voyageur Days & NeORA Representatives – Re: Award of Distinction

3.2 Whispering Pines Native Non-Profit Homes Inc. – Re: Affordable Housing

4. Correspondence

4.1 The Mattawa Recorder – Re: Request to Receive Notice of Committee Meetings
General Government Services Committee – Clerk

4.2 AMO – Re: New Ontario Provincial Police Billing Model
Protection to Persons & Property Committee – Clerk

4.3 Ontario Provincial Police – Re: Review of Billing Process for Municipal Policing Services
Protection to Persons & Property Committee – Clerk

4.4 AMO – Re: Small, Rural & Northern Municipalities Infrastructure Funding Applications
General Government Services Committee – Clerk

4.5 ESCEB – Re: Graduation Committee Acknowledges Council's Graduation Bursaries
General Government Services Committee – Clerk

4.6 Ms. Ellie Humphrey – Re: Affordable Seniors Housing
General Government Services Committee – Clerk

4.7 Drug Strategy Committee – Re: Presentation to Council at Oct. 28th Regular Meeting
Recreation, Tourism & Special Projects Committee – Director of Recreation, Tourism
& Special Projects

4.8 Ministry of Citizenship & Immigration – Re: June Callwood Voluntarism Award
General Government Services Committee – Clerk

4.9 Recycling Council of Ontario – Re: Proclamation of Waste Reduction Week
Environmental Services Committee – Clerk

Tuesday, October 15, 2013

Correspondence – Cont'd

- 4.10 Head, Clara & Maria Township – Re: Request for Support Resolution
General Government Services Committee – Clerk
 - 4.11 Stewardship Ontario – Re: Second Quarterly Payment for Blue Box Recycling
Environmental Services Committee – Clerk
 - 4.12 Canadian Pacific Railway – Re: Sewer & Water Rail Crossing Agreements
Environmental Services Committee – Clerk
 - 4.13 Blue Sky Net – Re: GIS Municipal Partnership Funding Refund
General Government Services Committee – Clerk
 - 4.14 AMO – Re: Fair & Open Tendering Act Defeated
General Government Services Committee – Clerk
 - 4.15 Whispering Pines Native Non-Profit Homes Inc. – Re: Affordable Housing
General Government Services Committee – Clerk
 - 4.16 S. Jones MPP Dufferin-Caledon – Re: Aggregate Recycling Promotion Act
General Government Services Committee – Clerk
 - 4.17 City of Kenora – Re: Provincial Ban of Flying Lanterns
General Government Services Committee – Clerk
 - 4.18 Ann K. Burns – Re: Algonquin Land Claim
Planning & Development Services Committee – Clerk
 - 4.19 Papineau-Cameron Township – Re: Landfill Expansion
Environmental Services Committee – Clerk
 - 4.20 The Mattawa Recorder – Re: Use of Audio Recording Devices in Council Chambers
General Government Services Committee – Clerk
 - 4.21 Bancroft & Hastings Highlands Disaster Relief Committee – Re: Donation Request
General Government Services Committee
- 5. Questions/Comments (public & Council) about the Content of the Agenda**
- 6. Municipal Report Number 675**
- 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) None**
- 12. Return to Regular Session**
- 13. Adjournment**

Tuesday, October 15, 2013

Members of Council,

Attached please find Municipal Report Number 675 for consideration by Council.

Respectfully submitted

Wayne P. Belter
Administrator/Clerk/Treasurer

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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 September 23, 2013 and the minutes of the Special Meeting of Monday September 30, 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, September 23, 2013 at 7:00 p.m. in the Municipal Council Chambers.

Present: Mayor D. Backer
Councillor N. Walters
Councillor C. Lacelle
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
4. Correspondence
5. No Questions/Comments about the Content of the Agenda
6. Municipal Report Number 674

Page No. 161

It is respectfully recommended to Council that the minutes of the Regular Meeting of Monday September 9, 2013 be adopted as circulated.

Carried

Page No. 162

That Council authorize the Public Works Department to undertake a competitive bidding process to obtain qualified contractors to carry out work on our industrial development and return to Council with the results and recommendation.

Carried

Page No. 163

That Council authorize the Public Works Department to issue a Request For Proposal to at least 3 qualified engineering consultants with expertise in the field of Landfills with an established relationship with MOE to help us seek out the necessary amendments to our Certificate of Approval so as to expand our existing landfill footprint to expand all of our approved footprint area and abandon the opening of Stage 2. The Department will report back to Council with a recommendation.

Carried

Page No. 164

That the Town of Mattawa authorizes the 2013 Cassellholme levy (\$48,867.00).

Carried

Page No. 165

It is therefore recommended that the Corporation Town of Mattawa enter into a lease agreement with NIJ NIBI KEWY which will provide space in the downstairs area of the Mattawa Museum. There is no cost for this lease from November 1, 2013 – September 30, 2014.

Carried

Resolution Number 13-34

Moved by Councillor N. Walters

Seconded by Councillor P. Dupras

That the Municipal Report Number 673be adopted.

Carried

7. Committee Reports
8. Questions from the Floor
9. New/Old Business
10. 2/3 (Special Resolutions – not previously circulated)
11. In Camera (Closed) Session (None)
12. Return to Regular Session
13. Adjournment

The regular meeting of Council Monday, September 23, 2013 adjourned at 7:42 p.m.

Mayor

Clerk

THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the special meeting of Council held Monday, September 30, 2013 at 7:00 p.m. in the Municipal Council Chambers.

Present: Mayor D. Backer
Councillor N. Walters
Councillor C. Lacelle
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. Committee Reports

Resolution Number 13-35

Moved by Councillor L. Mick

Seconded by Councillor C. Lacelle

2/3 Be it resolved that the following persons, who have signified in writing that they are legally qualified to hold office of Councillor and consent to accept the office if they are appointed to fill the vacancy of Councillor, be considered for appointment to fill such vacancy: Roland Breton, Vic Jeske, Kimberly Laaper, Wayne Reid, Laura Ross, Dexture Sarrazin and Garry Thibert.

Carried

4. Presentation of By-laws/Resolutions/2/3 Special Resolutions

Resolution Number 13-36

Moved by Councillor L. Mick

Seconded by Councillor C. Lacelle

2/3 Be it resolved that the Council of the Corporation of the Town of Mattawa hereby appoint the following member to the office of Councillor for the remainder of the Council term (November 30, 2014): Laura Ross.

Carried

5. In Camera (Closed) Session (None)

6. Return to Regular Session

7. Adjournment

The special meeting of Council Monday, September 30, 2013 adjourned at 8:09 p.m.

Mayor

Clerk

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: PLANNING & DEVELOPMENT SERVICES

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: WAYNE P. BELTER

TITLE: NORTHEASTERN ONTARIO PLANNING TECHNICAL
WORKSHOP

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

The Ministry of Municipal Affairs & Housing is hosting the Northeastern Ontario Planning Technical Workshop in Sudbury October 22-23, 2013.

Staff has attended these workshops in the past and found them very informative. Every year this conference shares the Province's insights and experiences in the area of Municipal Planning. The Province is continuing with the development of many Provincial Policies directed towards municipalities with Source Water Protection and Endangered Species being two topical subjects. Registration cost is \$125.00 plus normal travel policy and the information gathered is very valuable.

Recommendation:

That the Administrator/Clerk/Treasurer is authorized to attend the Northern Ontario Planning Conference in Sudbury October 22-23, 2013. Normal travel policy will apply.

Respectfully submitted

Councillor L. Mick

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: ENVIRONMENTAL SERVICES

CHAIRPERSON: COUNCILLOR P. DUPRAS

DEPT. HEAD: MARC MATHON

TITLE: CP RAIL SEWER CROSSING AGREEMENT

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

Mayor D. Backer and Members of Council:

As part of our industrial development the plan is to extend sewer south from Brook & Pine Streets up to Dorion Street. In order to accomplish that we need to cross the rail road tracks and this requires an agreement with CP Rail. CP Rail has approved the crossing and sent us an agreement to enter into that will permit us to install the sewer line under their tracks across their land. The agreement needs to be signed and witnessed and the accompanying drawing must be initialed.

Recommendation:

That Council adopt By-Law 13-19 to enter into agreement with the Canadian Pacific Railway Company to install one 300 mm diameter sewer pipe within one 526 mm diameter CSP and 2 manholes as per drawing C401.

Respectfully submitted,

Councilor P. Dupras

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW 13-19

BEING a By-law authorizing the signing of an agreement with the Canadian Pacific Railway Company in order to install and maintain one 300mm Dia. HDPE Sanitary Sewer Pipe within One 526mm Dia. CSP and Two Manholes running on, under and Across CP Right of Way at/near Brook Street, Town of Mattawa, Mi. 71.46, North Bay Subdivision.

WHEREAS this agreement will permit the municipality to extend the sewer south from Brook and Pine Streets up to Dorion Street as part of the Light Industrial Park Project.

AND WHEREAS Section 5, subsection (3) of the Municipal Act, S. O. 2001, c.25, as amended, authorizes Council to pass by-laws enacting agreements.

AND WHEREAS it is desirable to permit the Mayor and Clerk to sign the agreement, Schedule "A", on behalf of the Corporation of the Town of Mattawa.

AND WHEREAS Schedule "A" is attached and forms part of this by-law.

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

1. The Mayor and Clerk are authorized to execute the Agreement, Schedule "A" on behalf of the Corporation of the Town of Mattawa, which will enter into an agreement with the Canadian Pacific Railway Company.
2. That this By-law shall come into full force upon the passing thereof.

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

Mayor

Clerk

CANADIAN PACIFIC RAILWAY COMPANY

Agreement for the Laying of Pipelines
on Railway Lands Crossing the Railway

THIS AGREEMENT made in triplicate this _____ day of _____, 20__ to be effective
the 1st day of _____, 20__.

BETWEEN

CANADIAN PACIFIC RAILWAY COMPANY
hereinafter called the "Railway Company",

of the First Part;

and

THE CORPORATION OF THE TOWN OF MATTAWA
161 Water Street, Box 390, Mattawa, Ontario P0H 1V0
hereinafter called the "Applicant",

of the Second Part;

Location WHEREAS the Applicant has applied to the Railway Company for permission to construct and maintain One 300mm Dia. HDPE Sanitary Pipe within One 526mm Dia. CSP and Two Manholes (collectively the Said Pipeline) running on, under and across the Railway Company right of way at mileage 71.46, North Bay Subdivision, as shown on drawing No. C401 dated the 19th day of July 2013, hereto attached, which plan, prepared by J.L. Richards, (Consultant), is hereby declared to be part of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto a follows:

- | | |
|---|---|
| <i>Designation</i> | 1. That for the purpose of this Agreement the Said Pipeline shall be known and designated as the "Said Works." |
| <i>Construction, maintenance and repair</i> | 2. That the Railway Company hereby permits the Applicant to construct, maintain and repair the Said Works under the Railway Company's lands and railway as aforesaid subject to and in accordance with the rules and regulations of the Canadian Transportation Agency now made or which may hereafter be made in reference thereto, and to the terms and conditions of this Agreement. |
| <i>Work of supporting tracks</i> | 3. That any work of supporting the Railway Company's tracks or structures or of protecting train movements made necessary by the construction, maintenance or repair of the Said Works shall be performed by the Railway Company and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefor on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company. |
| <i>Placement of signs</i> | 4. As directed by the Railway Company or required by the applicable Canadian Transportation Agency Order, that the Applicant, at its own expense, shall install and maintain, at locations satisfactory to the Railway Company, signs prominently marking the Said Works. |
| <i>Supervision</i> | 5. That the work of construction, renewal and repair of the Said Works shall be subject to the supervision of a representative of the Railway Company whose instructions shall be strictly followed and whose wages and expenses shall be paid by the Applicant, but the Applicant shall not thereby be relieved from any of its obligations under this Agreement. The Applicant shall give to the local Track Maintenance Supervisor of the Railway Company at least one (1) week's notice by phone of intention to do such work, which notice period shall not be deemed to include, Saturdays, Sundays, and statutory holidays. When construction, renewal or repairs have been completed, the property of the Railway Company shall be restored by the Applicant to its former condition, and the Applicant shall at all times maintain the Said Works in good order and condition and to the entire satisfaction of the Railway Company. |
| <i>Indemnity</i> | 6. That the Applicant shall at all times wholly indemnify the Railway Company from and against all loss, costs, damage, injury and expense to which the Railway Company may be put by reason of any |

injury or damage to persons or property caused by the Said Works or by any substance being carried in the Said Works or by any works herein provided for, or by the imprudence, neglect or want of skill of the employees or agents of the Applicant in connection with the laying, maintenance, renewal, repair, moving, altering or removal of the Said Works, or the use thereof, unless the cause of such loss, cost, damage, injury or expense can be traced elsewhere, the burden of proof whereof shall be upon the Applicant.

Applicant's employees on Railway Company's premises

7. That subject to and in conformity with any rules or regulations now or hereafter in force governing railway employees, or the operation of railways, the Applicant and the agents and employees of the Applicant shall have the right to enter upon the lands of the Railway Company at such times as may be necessary for the purpose of the construction, maintenance, inspection, removal and repair of the Said Works herein contemplated; and that all persons so entering upon the lands of the Railway Company shall assume all risks of, and the Railway Company shall not be liable for, any injury (including injury resulting in death) loss, damage or expense to such person or his property while on the lands of the Railway Company, and the Applicant shall indemnify and save harmless the Railway Company against all claims and demands arising or resulting from any injury (including injury resulting in death) loss, damage or expense in connection therewith.

Default

8. That if at any time during the continuance of this Agreement the Applicant shall neglect to do such work of repair or maintenance as in the opinion of the Railway Company is necessary, the Railway Company may carry out such work of repair or maintenance itself as agent of the Applicant, and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefor on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company.

Taxes

9. That the Applicant shall indemnify the Railway Company from and against all taxes or assessments of any description whatsoever levied by any authority in respect of the Said Works herein contemplated.

Fee

10. That the Applicant shall pay to the Railway Company for the permission granted, a one-time fee in the amount of One Thousand Five Hundred Dollars (\$1,500.00) plus HST, payable prior to the effective date hereof. During the initial five (5) year period following the effective date, should this Agreement be terminated by the Railway Company for any reason, other than for default, failure or neglect on the part of the Applicant, then the Railway Company shall reimburse to the Applicant, one half (1/2) of the prepaid fee, without interest. A one-time documentation fee in the amount of Five Hundred and Fifty Dollars (\$550.00) plus HST is payable by the Applicant upon receipt of a fully executed copy of this Agreement.

Moving or alteration

11. That should the Railway Company at any time desire, or be ordered by the Canadian Transportation Agency, or other authority having jurisdiction, to make such changes in the Railway Company's tracks, structures or facilities as would, in the opinion of the Railway Company, necessitate the moving or alteration of the Said Works herein contemplated, or should the Railway Company desire to build on the property crossed by the Said Works, or use it for any other purpose, or deem it necessary in order to protect its tracks, structures or property to make any change in the location or construction of Said Works, the Applicant shall at its own expense and to the entire satisfaction of the Railway Company perform all such work of moving or altering or carrying out protective measures to safeguard the Said Works as may be necessary within one month after receipt of notice to do so, and should the Applicant fail to perform such work of moving or altering within the time specified the Railway Company shall have the right to do such work as agent of the Applicant and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefor on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company, and all the provisions of this Agreement shall apply to the Said Works while being moved or altered and in their changed condition or location and to the parties hereto in respect thereof.

Assignment

12. That the Applicant shall not assign, transfer or dispose of this Agreement or of the rights and privileges conferred thereby, without the consent in writing, first obtained, of the Railway Company.

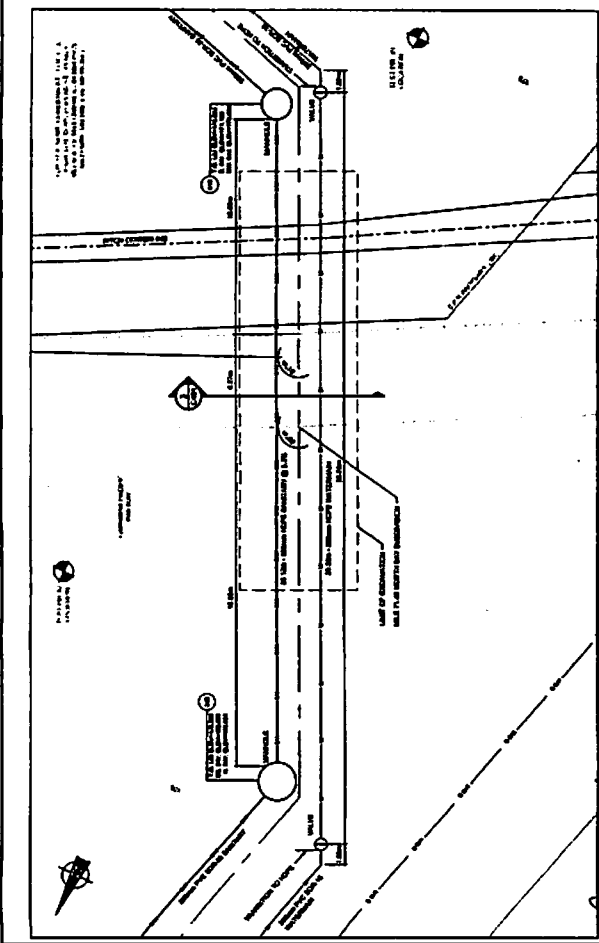
Termination

13. That this Agreement shall continue and be in force for a period of one (1) year from the date hereof, and from year to year thereafter, subject, however, to termination at any time by either party giving to the other party a written notice naming therein a date at least ninety (90) days from the giving of such notice upon which this Agreement shall terminate and on the day so named in such notice this Agreement and all rights and privileges thereunder shall come to an end, provided that notwithstanding such termination the Applicant shall continue to be liable to the Railway Company for all payments due and obligations incurred thereunder prior to the date of such termination. The notice above mentioned may be given by mailing it postage prepaid and registered, addressed to the Manager, Public Works, 1290 Central Parkway West, Suite 800, Mississauga, Ontario L5C 4R3 or to the Applicant at the address mentioned above.

Agreement binding successors and assigns

14. That this Agreement shall, subject to paragraph 12 hereof, enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Railway Company, and the heirs, executors, administrators, successors and assigns of the Applicant.

SANITARY

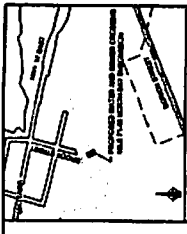


Agmt # XP 020 7146 A

THIS IS THE PLAN REFERRED TO IN THE ATTACHED DOCUMENT

PLEASE INITIAL

1 CASED BURIED UTILITIES PLAN



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	11/11/11
2	ISSUED FOR PERMITTING	11/11/11
3	ISSUED FOR PERMITTING	11/11/11
4	ISSUED FOR PERMITTING	11/11/11
5	ISSUED FOR PERMITTING	11/11/11
6	ISSUED FOR PERMITTING	11/11/11
7	ISSUED FOR PERMITTING	11/11/11
8	ISSUED FOR PERMITTING	11/11/11
9	ISSUED FOR PERMITTING	11/11/11
10	ISSUED FOR PERMITTING	11/11/11



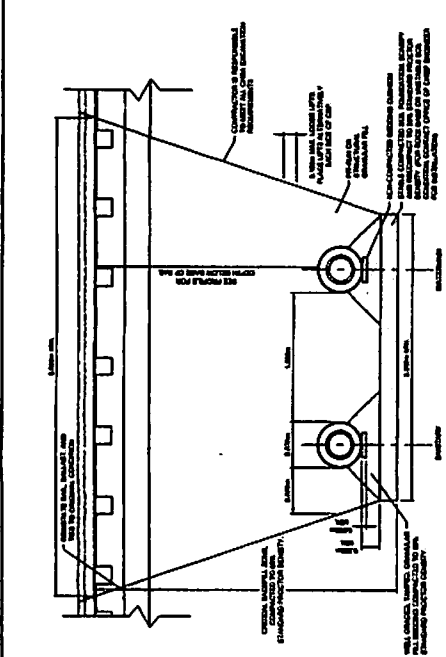
JR J.L. Richards
INCORPORATED
11111 111 ST
VANCOUVER, BC V6P 1M1
TEL: 604-271-1111
FAX: 604-271-1112
WWW.JRJRICHARDS.COM



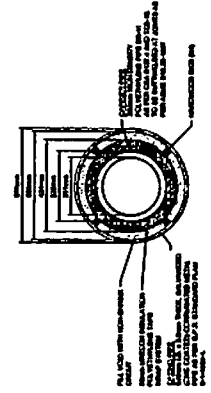
TOWN OF MATTANA
LIGHT INDUSTRIAL PARK
MATTANA, BRITISH COLUMBIA

UTILITY INSTALLATION WITHIN
CANADIAN PACIFIC RAILWAY
FRONT-OF-WAY
SCALE 71.46 NORTH BAY
SUBDIVISION

PROJECT NO.	C401
DATE	11/11/11
SCALE	AS SHOWN
DESIGNER	JR JRICHARDS
CHECKED	JR JRICHARDS
APPROVED	JR JRICHARDS



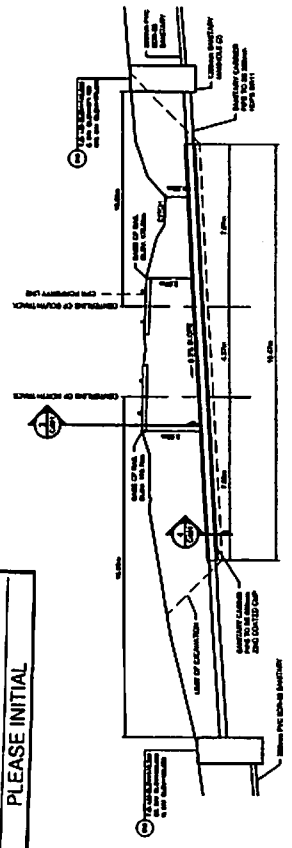
3 CASED BURIED UTILITIES SECTION



4 CARRIER AND CASING PIPE SECTION DETAIL

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	11/11/11
2	ISSUED FOR PERMITTING	11/11/11
3	ISSUED FOR PERMITTING	11/11/11
4	ISSUED FOR PERMITTING	11/11/11
5	ISSUED FOR PERMITTING	11/11/11
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7	ISSUED FOR PERMITTING	11/11/11
8	ISSUED FOR PERMITTING	11/11/11
9	ISSUED FOR PERMITTING	11/11/11
10	ISSUED FOR PERMITTING	11/11/11

5 CARRIER AND CASING PIPE SPECIFICATIONS



2 CASED BURIED UTILITIES PROFILE

Mileage: 71.46
Subdivision: NORTH BAY
OUR OPERATIONS

APPROVED
AS TO SANITARY OPERATIONS ONLY
11/11/11
CANADIAN PACIFIC RAILWAY

THIS IS THE PLAN REFERRED TO IN THE ATTACHED DOCUMENT

- Removal* 15. And that upon the termination of this Agreement the Applicant shall, if requested by the Railway Company to do so, remove, at the expense of the Applicant the Said Works from the lands of the Railway Company, and restore the property of the Railway Company to its original state and condition; provided that the Railway Company may, at its option, perform such work as agent of and at the expense of the Applicant and, in either case, the conditions embodied in paragraphs 6 and 7 hereof shall remain applicable and effective until such time as all work to be performed by the Applicant or by the Railway Company as agent of the Applicant as provided for in this clause shall have been carried out to the entire satisfaction of the Railway Company.
- Registration* 16. The Applicant shall have no right to register this Agreement or any caveat or other notification or encumbrance in respect of same against title to any property owned or occupied by the Railway Company and, if registered, shall, at its sole cost, immediately remove or discharge all such registrations.
- Electrical induction* 17. Without limiting any of Railway Company's rights or remedies under this Agreement or otherwise, for all Said Works containing electrical current where there may at any time be electrical interference with Railway Company equipment or operations (electromagnetic, electrostatic, ground potential rise or otherwise) from the Said Works or nearby electrical facilities, as determined by Railway Company, acting reasonably, the Applicant shall, upon request by Railway Company, forthwith and at its sole cost, participate with the Railway Company in a joint electrical coordination study to implement technically viable and commercially reasonable measures to eliminate such interference, in accordance with the guidelines provided in CSA 22.3 No. 3, "Electrical Coordination" latest edition, or any standard made in replacement thereof. The Applicant shall be solely responsible for the implementation and cost of such measures.

IN WITNESS whereof the parties hereto have executed these presents.

CANADIAN PACIFIC RAILWAY COMPANY

Executed by the Applicant in the presence of: **THE CORPORATION OF THE TOWN OF MATTAWA**

Printed Name of Witness

Signature

Authorized Signatory
Printed Name: _____

Authorized Signatory
Printed Name: _____

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: ENVIRONMENTAL SERVICES

CHAIRPERSON: COUNCILLOR P. DUPRAS

DEPT. HEAD: MARC MATHON

TITLE: CP RAIL WATER CROSSING AGREEMENT

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

Mayor D. Backer and Members of Council:

As part of our industrial development the plan is to extend watermain south from Brook & Pine Streets up to Dorion Street. In order to accomplish that we need to cross the rail road tracks and this requires an agreement with CP Rail. CP Rail has approved the crossing and sent us an agreement to enter into that will permit us to install the watermain under their tracks across their land. The agreement needs to be signed and witnessed and the accompanying drawing must be initialed.

Recommendation:

That Council adopt By-Law 13-20 to enter into agreement with the Canadian Pacific railway Company to install one 300 mm diameter watermain pipe within one 526 mm diameter CSP as per drawing C401.

Respectfully submitted,

Councilor P. Dupras

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW 13-20

BEING a By-law authorizing the signing of an agreement with the Canadian Pacific Railway Company in order to install and maintain one 300mm Dia. HDPE Watermain Pipe within One 526mm Dia. CSP and Two Manholes running on, under and across CP Right of Way at/near Brook Street, Town of Mattawa, Mi. 71.46, North Bay Subdivision.

WHEREAS this agreement will permit the municipality to extend the water services south from Brook and Pine Streets up to Dorion Street as part of the Light Industrial Park Project.

AND WHEREAS Section 5, subsection (3) of the Municipal Act, S. O. 2001, c.25, as amended, authorizes Council to pass by-laws enacting agreements.

AND WHEREAS it is desirable to permit the Mayor and Clerk to sign the agreement, Schedule "A", on behalf of the Corporation of the Town of Mattawa.

AND WHEREAS Schedule "A" is attached and forms part of this by-law.

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

1. The Mayor and Clerk are authorized to execute the Agreement, Schedule "A" on behalf of the Corporation of the Town of Mattawa, which will enter into an agreement with the Canadian Pacific Railway Company.
2. That this By-law shall come into full force upon the passing thereof.

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

Mayor

Clerk

Schedule "A" to
By-Law
13-20

R.E. 22

Agreement No. XP60207146B

CANADIAN PACIFIC RAILWAY COMPANY

Agreement for the Laying of Pipelines
on Railway Lands Crossing the Railway

THIS AGREEMENT made in triplicate this _____ day of _____, 20__ to be effective
the 1st day of _____, 20__.

BETWEEN

CANADIAN PACIFIC RAILWAY COMPANY
hereinafter called the "Railway Company",

of the First Part;

and

THE CORPORATION OF THE TOWN OF MATTAWA
161 Water Street, Box 390, Mattawa, Ontario P0H 1V0
hereinafter called the "Applicant",

of the Second Part;

Location WHEREAS the Applicant has applied to the Railway Company for permission to construct and maintain One 300mm Dia. HDPE Watermain Pipe within One 526mm Dia. CSP and Two Manholes (collectively the Said Pipeline) running on, under and across the Railway Company right of way at mileage 71.46, North Bay Subdivision, as shown on drawing No. C401 dated the 19th day of July 2013, hereto attached, which plan, prepared by J.L. Richards, (Consultant), is hereby declared to be part of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto a follows:

- | | |
|---|---|
| <i>Designation</i> | 1. That for the purpose of this Agreement the Said Pipeline shall be known and designated as the "Said Works. " |
| <i>Construction, maintenance and repair</i> | 2. That the Railway Company hereby permits the Applicant to construct, maintain and repair the Said Works under the Railway Company's lands and railway as aforesaid subject to and in accordance with the rules and regulations of the Canadian Transportation Agency now made or which may hereafter be made in reference thereto, and to the terms and conditions of this Agreement. |
| <i>Work of supporting tracks</i> | 3. That any work of supporting the Railway Company's tracks or structures or of protecting train movements made necessary by the construction, maintenance or repair of the Said Works shall be performed by the Railway Company and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefor on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company. |
| <i>Placement of signs</i> | 4. As directed by the Railway Company or required by the applicable Canadian Transportation Agency Order, that the Applicant, at its own expense, shall install and maintain, at locations satisfactory to the Railway Company, signs prominently marking the Said Works. |
| <i>Supervision</i> | 5. That the work of construction, renewal and repair of the Said Works shall be subject to the supervision of a representative of the Railway Company whose instructions shall be strictly followed and whose wages and expenses shall be paid by the Applicant, but the Applicant shall not thereby be relieved from any of its obligations under this Agreement. The Applicant shall give to the local Track Maintenance Supervisor of the Railway Company at least one (1) week's notice by phone of intention to do such work, which notice period shall not be deemed to include, Saturdays, Sundays, and statutory holidays. When construction, renewal or repairs have been completed, the property of the Railway Company shall be restored by the Applicant to its former condition, and the Applicant shall at all times maintain the Said Works in good order and condition and to the entire satisfaction of the Railway Company. |
| <i>Indemnity</i> | 6. That the Applicant shall at all times wholly indemnify the Railway Company from and against all loss, costs, damage, injury and expense to which the Railway Company may be put by reason of any |

injury or damage to persons or property caused by the Said Works or by any substance being carried in the Said Works or by any works herein provided for, or by the imprudence, neglect or want of skill of the employees or agents of the Applicant in connection with the laying, maintenance, renewal, repair, moving, altering or removal of the Said Works, or the use thereof, unless the cause of such loss, cost, damage, injury or expense can be traced elsewhere, the burden of proof whereof shall be upon the Applicant.

Applicant's employees on Railway Company's premises

7. That subject to and in conformity with any rules or regulations now or hereafter in force governing railway employees, or the operation of railways, the Applicant and the agents and employees of the Applicant shall have the right to enter upon the lands of the Railway Company at such times as may be necessary for the purpose of the construction, maintenance, inspection, removal and repair of the Said Works herein contemplated; and that all persons so entering upon the lands of the Railway Company shall assume all risks of, and the Railway Company shall not be liable for, any injury (including injury resulting in death) loss, damage or expense to such person or his property while on the lands of the Railway Company, and the Applicant shall indemnify and save harmless the Railway Company against all claims and demands arising or resulting from any injury (including injury resulting in death) loss, damage or expense in connection therewith.

Default

8. That if at any time during the continuance of this Agreement the Applicant shall neglect to do such work of repair or maintenance as in the opinion of the Railway Company is necessary, the Railway Company may carry out such work of repair or maintenance itself as agent of the Applicant, and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefor on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company.

Taxes

9. That the Applicant shall indemnify the Railway Company from and against all taxes or assessments of any description whatsoever levied by any authority in respect of the Said Works herein contemplated.

Fee

10. That the Applicant shall pay to the Railway Company for the permission granted, a one-time fee in the amount of One Thousand Five Hundred Dollars (\$1,500.00) plus HST, payable prior to the effective date hereof. During the initial five (5) year period following the effective date, should this Agreement be terminated by the Railway Company for any reason, other than for default, failure or neglect on the part of the Applicant, then the Railway Company shall reimburse to the Applicant, one half (1/2) of the prepaid fee, without interest. A one-time documentation fee in the amount of Five Hundred and Fifty Dollars (\$550.00) plus HST is payable by the Applicant upon receipt of a fully executed copy of this Agreement.

Moving or alteration

11. That should the Railway Company at any time desire, or be ordered by the Canadian Transportation Agency, or other authority having jurisdiction, to make such changes in the Railway Company's tracks, structures or facilities as would, in the opinion of the Railway Company, necessitate the moving or alteration of the Said Works herein contemplated, or should the Railway Company desire to build on the property crossed by the Said Works, or use it for any other purpose, or deem it necessary in order to protect its tracks, structures or property to make any change in the location or construction of Said Works, the Applicant shall at its own expense and to the entire satisfaction of the Railway Company perform all such work of moving or altering or carrying out protective measures to safeguard the Said Works as may be necessary within one month after receipt of notice to do so, and should the Applicant fail to perform such work of moving or altering within the time specified the Railway Company shall have the right to do such work as agent of the Applicant and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefor on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company, and all the provisions of this Agreement shall apply to the Said Works while being moved or altered and in their changed condition or location and to the parties hereto in respect thereof.

Assignment

12. That the Applicant shall not assign, transfer or dispose of this Agreement or of the rights and privileges conferred thereby, without the consent in writing, first obtained, of the Railway Company.

Termination

13. That this Agreement shall continue and be in force for a period of one (1) year from the date hereof, and from year to year thereafter, subject, however, to termination at any time by either party giving to the other party a written notice naming therein a date at least ninety (90) days from the giving of such notice upon which this Agreement shall terminate and on the day so named in such notice this Agreement and all rights and privileges thereunder shall come to an end, provided that notwithstanding such termination the Applicant shall continue to be liable to the Railway Company for all payments due and obligations incurred thereunder prior to the date of such termination. The notice above mentioned may be given by mailing it postage prepaid and registered, addressed to the Manager, Public Works, 1290 Central Parkway West, Suite 800, Mississauga, Ontario L5C 4R3 or to the Applicant at the address mentioned above.

Agreement binding successors and assigns

14. That this Agreement shall, subject to paragraph 12 hereof, enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Railway Company, and the heirs, executors, administrators, successors and assigns of the Applicant.

Removal

15. And that upon the termination of this Agreement the Applicant shall, if requested by the Railway Company to do so, remove, at the expense of the Applicant the Said Works from the lands of the Railway Company, and restore the property of the Railway Company to its original state and condition; provided that the Railway Company may, at its option, perform such work as agent of and at the expense of the Applicant and, in either case, the conditions embodied in paragraphs 6 and 7 hereof shall remain applicable and effective until such time as all work to be performed by the Applicant or by the Railway Company as agent of the Applicant as provided for in this clause shall have been carried out to the entire satisfaction of the Railway Company.

Registration

16. The Applicant shall have no right to register this Agreement or any caveat or other notification or encumbrance in respect of same against title to any property owned or occupied by the Railway Company and, if registered, shall, at its sole cost, immediately remove or discharge all such registrations.

Electrical induction

17. Without limiting any of Railway Company's rights or remedies under this Agreement or otherwise, for all Said Works containing electrical current where there may at any time be electrical interference with Railway Company equipment or operations (electromagnetic, electrostatic, ground potential rise or otherwise) from the Said Works or nearby electrical facilities, as determined by Railway Company, acting reasonably, the Applicant shall, upon request by Railway Company, forthwith and at its sole cost, participate with the Railway Company in a joint electrical coordination study to implement technically viable and commercially reasonable measures to eliminate such interference, in accordance with the guidelines provided in CSA 22.3 No. 3, "Electrical Coordination" latest edition, or any standard made in replacement thereof. The Applicant shall be solely responsible for the implementation and cost of such measures.

IN WITNESS whereof the parties hereto have executed these presents.

CANADIAN PACIFIC RAILWAY COMPANY

Executed by the Applicant in the presence of: **THE CORPORATION OF THE TOWN OF MATTAWA**

Printed Name of Witness

Signature

Authorized Signatory
Printed Name: _____

Authorized Signatory
Printed Name: _____

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: ENVIRONMENTAL SERVICES

CHAIRPERSON: COUNCILLOR P. DUPRAS

DEPT. HEAD: MARC MATHON

TITLE: LANDFILL COST SHARING RATIO

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

The Landfill Participation agreement signed in 1993 established at the time a cost sharing ratio of 77% to Mattawa, 20% to Papineau-Cameron and 3% to Mattawan. These percentages were established arbitrarily and the agreement provided for an annual review and adjustment of the percentages starting in 1994. However, since 1994 there has been no such review until recently and we have been paying & billing according to these percentages since 1993.

In early 2012 we initiated discussion at the Landfill Advisory Committee level to re-analyze the usage of the landfill site for each of the three participating municipalities to determine a new cost sharing ratio that better reflects today's usage. The new cost sharing ratio would form the basis for billings to Mattawan & P/C.

In mid-2012 the Landfill Advisory Committee agreed to a methodology for measuring and establishing the fair comparative usage of the landfill site. We carried out the analysis of the usage in accordance with the approved methodology and reported to the Committee our findings. The new proposed cost sharing ratios were presented to the Committee for consideration in fall of 2012. Later, after providing clarifications and answers to questions to both twps., those ratios were approved by the majority of the members of the Committee in December. The approved ratios are Mattawa – 68%, Papineau-Cameron – 26.5% and Mattawan – 5.5%.

Namely Mattawan and Mattawa approved the ratios calculated using the methodology to establish the municipalities' direct proportional use of the landfill site and consequently gave approval of the new cost sharing formula. The Twp of Papineau-Cameron did not object to the proposed new cost sharing formula and they didn't give us their approval either. To this end, since the Committee, by majority approval, approved the new cost sharing formula, it was presented as the recommended new cost sharing formula to us. We agree to it and need to formally adopt the new formula to enable us to bill the municipalities for 2013 operational costs.

Recommendation:

That Council accept the new Landfill Site Operational Cost Sharing formulae as recommended by the Landfill Advisory Committee, to be effective as of January 1, 2013, for Landfill site billing purposes as shown below:

Mattawan – 5.5%
Papineau-Cameron – 26.5%
Mattawa – 68%

And direct the Treasury Department to invoice the participating municipalities accordingly.

Respectfully submitted,

Councilor P. Dupras

Date: TUESDAY, OCTOBER.15TH, 2013

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THE CORPORATION TOWN OF MATTAWA

COMMITTEE: FINANCE

CHAIRPERSON: COUNCILLOR C. LACELLE

DEPT. HEAD: WAYNE P. BELTER

TITLE: SEPTEMBER CHEQUE REPORT

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

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

Respectfully submitted

Councillor C. Lacelle

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: GENERAL GOVERNMENT SERVICES

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: WAYNE P. BELTER

TITLE: STANDING COMMITTEE APPOINTMENTS FOR COUNCILLOR ROSS

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

With the recent appointment of Ms. Laura Ross to fill the Council position there is also a need to fill vacancies on Committees and organizations.

Councillor Ross will be appointed to represent Council on a number of committees including the Cemetery Board and Food Bank. The Standing Committee of Council policy, (By-law 95-20), requires a chairperson for the Protection to Persons and Property, By-law/Building Department Committee be appointed and Councillor Ross will be appointed to Chair this Standing Committee.

Recommendation:

That Councillor Laura Ross be appointed to Chair the Protection to Persons and Property, By-law/Building Department Committee in accordance with By-law 95-20 and is also appointed to represent Council with respect to the Food Bank and Cemetery Board.

Respectfully submitted

Councillor L. Mick