

**THE CORPORATION OF THE
TOWN OF MATTAWA**

AGENDA

**REGULAR MEETING OF COUNCIL
MONDAY, JANUARY 26TH, 2015
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, JANUARY 26TH, 2015 @ 7:00 P.M.

- 1. Call to Order**
- 2. Disclosure of Pecuniary Interest and Nature Thereof**
- 3. Petitions & Delegations**
 - 3.1 Jacques Begin – Re: Waterfront Marina Fuel System Upgrade
- 4. Correspondence**
 - 4.1 DNSSAB – Re: 2015 Budget Approved
Finance Committee – Clerk
 - 4.2 NBPSDHU – Re: Public Meeting Notice
Health Services Committee – Clerk
 - 4.3 Ministry of Municipal Affairs & Housing – Re: Requirements for 2014 MPMP
Finance Services Committee – Clerk
 - 4.4 DNSSAB – Re: New Housing Director Hired
Social & Family Services Committee – Clerk
 - 4.5 Patrimoine Canadien – Re: 50th Anniversary of the Canadian Flag
Recreation, Tourism & Special Projects Committee – Director of Recreation, Tourism &
Special Projects Committee
 - 4.6 Energy East – Re: National Energy Board Application to Participate
Environmental Services Committee – Clerk
 - 4.7 TransCanada – Re: Independent Reviews into Energy East's Impact on Natural Gas
Environmental Services Committee – Clerk
 - 4.8 Carl P. Lindon B. Eng. CD. – Re: Electric Vehicle Charging Station Proposal for Mattawa
Transportation Services Committee – Clerk
 - 4.9 City of Pembroke – Re: OPP Billing Model
Finance Committee – Clerk
 - 4.10 DNSSAB – Re: Review of Strategic Plan & Accomplishments
Social & Family Services Committee – Clerk

Monday, January 26, 2015
Correspondence – Cont'd

- 4.11 Municipality of Calvin – Re: Support of Township of Chisholm Board Appointments
General Government Services Committee – Clerk
- 4.12 Ministry of Municipal Affairs & Housing – Re: 2015 FONOM/MMAH Northeastern
Municipal Conference
General Government Services Committee – Clerk
- 4.13 Nipissing University – Re: Soliciting Donations for Brain Day
Health Services Committee – Clerk
- 4.14 City of North Bay – Re: Participation in Household Hazardous Waste Program
Environment Services Committee – Clerk
- 4.15 University of Ottawa – Re: Letter of Thanks for Contribution of \$10,000.00 for Scholarship
General Government Services Committee – Clerk
- 4.16 MNDM – Re: Letter of Congratulations to Mayor
General Government Services Committee – Clerk
- 4.17 DNSSAB – Re: Board Minutes from November 18, 2014
Health Services Committee – Clerk
- 4.18 Near North District School Board – Re: Misleading Article in Newspaper
Social & Family Services Committee – Clerk
- 4.19 FONOM – Re: 2015 Annual Meeting
General Government Services Committee – Clerk
- 5. Questions/Comments (public & Council) about the Content of the Agenda**
- 6. Municipal Report Number 704**
 - 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)**

Monday, January 26, 2015
Correspondence – Cont'd

11. In Camera (Closed)

11.1 Interim Clerk Position

12. Return to Regular Session

13. Adjournment

Monday, January 26, 2015

Members of Council,

Attached please find Municipal Report Number 704 for consideration by Council.

Respectfully submitted

Francine Desormeau
Clerk (Interim)

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Date: MONDAY, JANUARY 26TH, 2015

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THE CORPORATION TOWN OF MATTAWA

COMMITTEE: GENERAL GOVERNMENT SERVICES

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: FRANCINE DESORMEAU

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 January 12, 2015 and the Special Meeting of Monday January 19, 2015 be adopted as circulated.

Councillor L. Mick

THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the regular meeting of Council held Monday, January 12th, 2015 at 7:00 p.m. in the Municipal Council Chambers.

Present: Mayor Backer
Councillor C. Lacelle
Councillor G. Thibert**
Councillor G. Larose
Councillor L. Mick
Councillor C. Bastien Jr.
Councillor D. Sarrazin
Francine Desormeau, Deputy 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 Mike Guay of MikeyPC made presentation to Council concerning the Youth Gaming Night that took place in November and presented Council with the money raised of \$875.00.

** Councillor Thibert left the meeting at 7:28pm during the Voyageur Days presentation.

- 3.2 Voyageur Days Committee Members Lucie Desrochers, Lynne Bastien and Jacques Begin along with Of First Impressions, Rob Violette made a presentation to Council outlining their plans and budget for the 18th Annual Voyageur Days summer festival.
4. Correspondence
5. No Questions/Comments about the Content of the Agenda
6. Municipal Report Number 703

Page No. 5

It is respectfully recommended to Council that the minutes of the Regular Meeting of Monday December 22, 2014 and the Special Meeting Minutes of December 30, 2014, Special Meeting Minutes of January 5, 2015 and Special Meeting Minutes of January 8, 2015 be adopted as circulated.

Carried

Page No. 6

It is therefore recommended that the Corporation Town of Mattawa agree to IN PRINCIPAL, to the construction of a splash pad and further agrees to the kickoff of a major fundraising campaign towards the project.

Carried

Page No. 7

It is therefore recommended that the Corporation of the Town of Mattawa;

- 1. Recognizes "Mattawa Voyageur Days" as a Town event and designates the organizers as a Committee of Council.*
 - 2. The Council representative with the Mattawa Voyageur Days Committee is Councillor D. Sarrazin.*
 - 3. That the Mattawa Voyageur Days Festival and Committee be insured through the Municipal Insurance Program. Insurance costs will be covered by the Corporation Town of Mattawa.*
 - 4. Mattawa Voyageur Days Committee ultimately reports to the Council of the Corporation Town of Mattawa.*
 - 5. That the Corporation Town of Mattawa will cover any and all deficits of Mattawa Voyageur Days should they occur.*
 - 6. That the Corporation Town of Mattawa will provide a loan up to \$300,000.00 to cover off pre-festival expenses (eg. Band deposits).*
- Carried – Recorded vote on Page 7 and the vote was unanimous

Page No. 8

That the Town of Mattawa adopt By-law 15-01 which will enter into an agreement with the North Bay Mattawa Conservation Authority for the implementation of the Source Protection Plan as per the attached agreement, attached hereto as Schedule "A".

Carried

Page No. 9

Be it resolved that the Council of the Town of Mattawa has no objection to the realignment of the Source Protection boundary for the purpose of ensuring that the entire Wellhead Protection Area for the municipal drinking water supply will be included within the area of jurisdiction of the Source Protection Plan as per the attached Schedule (Map).

Carried

Page No. 10

That the Committee of Adjustment be appointed from the members of Council and By-Law Number 15-02 be approved which appoints Councillors Garry Larose, Lorne Mick and Clifford Bastien Jr to the Committee for the year 2015 in accordance with Section 44(3) of the Planning Act.

Carried

Page No. 11

That Council authorize the Public Works Department to order the Adagio clock control system from Verdin Co. at a cost of \$9,915 USD which include a full maintenance service call for the clock itself and provide new clock control system and training.

Withdrawn with approval of Council

Councillors Larose and Sarrazin declared a Conflict of Interest for Page No. 12 and removed themselves from Council Chambers for the discussion and vote.

Page No. 12

That the Town of Mattawa Fire Department hire Jarrod DeWaal and Dexture Sarrazin as Firefighters on a six month probationary period subject to completing a medical and obtaining their DZ driver's licence.

Carried

Page No. 13

That the disbursements for the month of December 2014 in the amount of \$527,299.59 be adopted as submitted.

Carried

Page No. 14

It is respectfully recommended that the attached By-Law and Agreement with ScotiaBank be approved which will allow the municipality to borrow money, if necessary, until grants and taxes are received.

Carried

Page No. 15

Be it resolved that the Town of Mattawa request from the Minister of Natural Resources and Forestry to not consider the Environmental Commissioner of Ontario's recommendation to commit to the end of commercial logging in Algonquin Park and further that the Minister also be requested to permanently protect sustainable forest management in Algonquin Park. And, further that a copy of this resolution be sent to the Premier of Ontario, Minister of Natural Resources and Forestry and Mr. Gord Miller, Environmental Commissioner of Ontario.

Carried

Resolution Number 15-06

Moved by Councillor C. Lacelle

Seconded by Councillor L. Mick

That the Municipal Report Number 703 be adopted.

Carried

7. Committee Reports

8. Questions from the Floor

** Councillor Thibert returned to the meeting during the New Business section at 8:45pm

9. New/Old Business

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

Resolution Number 15-07

Moved by Councillor C. Lacelle

Seconded by Councillor L. Mick

2/3 *Following some discussions regarding the interim Chief Administrator/Clerk/Treasurer position, Mr. David Burke has accepted to retire with a last day of December 31, 2014. It is proposed that Council of the Corporation Town of Mattawa along with their HR Consultant Mr. Ward Jones pursue the hiring of a full time Administrator/Clerk/Treasurer to take on this key leadership role for the Corporation Town of Mattawa.*

Carried

11. In Camera (Closed) Session

12. Return to Regular Session

13. Adjournment

The regular meeting of Council Monday, January 12th, 2015 adjourned at 9:11 p.m.

Mayor

Clerk

THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the special meeting of Council held Monday, January 19, 2015 at 7:00 p.m. in the Municipal Council Chambers.

Present: Mayor D. Backer
Councillor C. Lacelle
Councillor G. Thibert**
Councillor G. Larose
Councillor L. Mick
Councillor C. Bastien Jr.
Councillor D. Sarrazin
Francine Desormeau, Deputy-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.

2. Meeting Called to Order

** Councillor Thibert left the meeting at 7:05 pm

2. No Disclosure of Pecuniary Interest and Nature Thereof (None)

Resolution Number 15-08

Moved by Councillor C. Lacelle

Seconded by Councillor L. Mick

2/3 *That Francine Desormeau be appointed by By-law as Municipal Clerk for an interim period as required by the Municipal Act.*

Carried

3. Committee Reports

3.1 Ward Jones (Teleconference) – Advertisement and criteria for vacant Administrator/Clerk/Treasurer position.

Resolution Number 15-09

Moved by Councillor C. Lacelle

Seconded by Councillor C. Bastien, Jr.

2/3 *That in light of the recent retirement of the Administrator/Clerk/Treasurer, Council of the Town of Mattawa is changing its title for the position to CEO, Chief Executive Officer. And further that Council proceed with advertising for this CEO position by way of Municipal World website, Indeed.com website and the following newspapers: North Bay, Sudbury, Pembroke, Huntsville and the Mattawa Recorder.*

Carried

Mayor Backer declared a conflict of interest on item 3.2 and removed himself from Council Chambers for the discussion.

- 3.2 Update on New OPP Billing Model Contract
Staff members Francine Desormeau and Lucie Viel provided Council with an update on the discussions to date with the Group of Four municipal clerks and OPP staff on the new OPP Billing Model contract options. A six month contract option has been made available in order to facilitate additional discussions required for area councils to sort out the contract details moving forward.

4. In Camera (Closed Session)
5. Presentation of By-law/Resolutions/2/3 Special Resolutions:
6. Return to Regular Session
7. Adjournment

The special meeting of Council Monday, January 19, 2015 adjourned at 7:45 p.m.

Mayor

Clerk

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: RECREATION, TOURISM & SPECIAL PROJECTS

CHAIRPERSON: COUNCILLOR D. SARRAZIN

DEPT. HEAD: JACQUES BEGIN

TITLE: VOYAGEUR DAYS FESTIVAL SPECIAL OCCASION PERMIT

☐ Draft By-Law ☒ Item ☐ Policy Recommendation

Mayor D. Backer and Members of Council:

Mattawa Voyageur Days 18th Annual festival will be held July 23-26, 2015. The Mattawa Voyageur Days Committee will be making application to the Alcohol and Gaming Commission of Ontario, (AGCO) for a special occasion permit which requires approval by the Corporation of the Town of Mattawa.

The Building Department is aware and has no objections to alcohol beverages being served under a tent at Explorer's Point.

As part of the requirements from AGCO for acquiring a Special Occasion Permit, Council must fully endorse and support Mattawa Voyageur Days Festival as an event of municipal significance.

Recommendation:

It is therefore recommended that The Corporation of the Town of Mattawa permits the sale of alcoholic beverages at Explorer's Point on Thursday July 23, 2015, Friday July 24, 2015, Saturday July 25, 2015 and Sunday July 26, 2015 with the understanding that all rules and regulations will be followed as set by the Alcohol and Gaming Commission of Ontario. Further that Council of the Town of Mattawa endorses and supports the Voyageur Days Festival as an event of municipal significance.

Respectfully submitted

Councillor D.Sarrazin

Date: MONDAY JANUARY 26TH, 2015

Page No: 25

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: RECREATION, TOURISM & SPECIAL PROJECTS

CHAIRPERSON: COUNCILLOR D. SARRAZIN

DEPT. HEAD: JACQUES BEGIN

TITLE: LOAN AGREEMENT WITH MATTAWA HAWKS HOCKEY CLUB
INC.

X Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

The Corporation Town of Mattawa adopted Resolution Number 15-01 which agrees to providing a repayable loan to the Mattawa Hawks Hockey Club Inc and TPA Sports Inc.

Attached is the required signing by-law along with the agreement.

Recommendation:

It is therefore recommended that the Corporation Town of Mattawa enter into a loan agreement with the Mattawa Hawks Hockey Club Inc and TPA Sports Inc in the amount of \$50,000.00 and that the attached by-law no 15-05 be adopted.

Respectfully submitted

Councillor D. Sarrazin

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 15-05

BEING a by-law authorizing the signing of a facility agreement with the:

Mattawa Hawks Hockey Club Inc.
and
TPA Sports Inc.

WHEREAS Subsection 8 of the Ontario Municipal Act 2001, S. O. 2001, c. 25 empowers and authorizes a municipality to enter into an agreement to enable them to govern their affairs as they consider appropriate;

AND WHEREAS the Mattawa Hawks Hockey Club Inc. and TPA Sports Inc. wishes to enter into a loan agreement per the attached agreement, for a period of five years commencing January 26th, 2015 to April 30th, 2020.

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

1. THAT the Mayor and Clerk are hereby authorized to execute the aforesaid Agreement on behalf of the Council of the Corporation of the Town of Mattawa, in accordance with the terms and conditions referred to in the loan agreement attached to this By-law and known as Appendix "A" and to the letter of understanding referred to as Schedule "A".
2. THAT this Agreement shall be effective and shall remain in effect and force in accordance with the terms of the agreement subject to any amendments thereto or the termination of the said agreement.

READ, PASSED AND ADOPTED this _____ day of _____ 2015.

Mayor

Clerk

Appendix "A" to
By-law 15-05

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 26 day of January, 2015

BETWEEN:

Corporation Town of Mattawa of 160 Water Street, Mattawa, ON, P0H 1V0
(the "Lender")

OF THE FIRST PART

AND

Mattawa Hawks Hockey Club Inc of 450 Hurdman Street, Mattawa, ON, P0H 1V0

And

TPA SPORTS Inc 989 Murray Ross Parkway, Toronto ON, M3J 3M4

(the "Borrower")

OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, both parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

1. Loan Amount & Interest

1. The Lender promises to loan \$50,000.00 CAD to the Borrower and the Borrower promises to repay this principal amount to the Lender, without interest payable on the unpaid principal.

2. Payment

2. This Loan will be repaid in consecutive instalments as per "SCHEDULE A" which is a part of and attached to this agreement, of principal on the anniversary date of the

execution of this Agreement commencing September 1, 2015 and continuing until March 30, 2020 with the balance then owing under this Agreement being paid at that time.

3. At any time while not in default under this Agreement, the Borrower may pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

4. **Default**

4. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.

5. **Governing Law**

5. This Agreement will be construed in accordance with and governed by the laws of the Province of Ontario.

6. **Costs**

6. All costs, expenses and expenditures including, without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower.

7. **Binding Effect**

7. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

8. **Amendments**

8. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

9. **Severability**

9. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

10. **General Provisions**

10. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

11. **Entire Agreement**

11. This Agreement along with "SCHEDULE A" constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal
on this ____ day of _____, 20__.

SIGNED, SEALED, AND DELIVERED

this ____ day of _____, 20__ in front of the
person below who is over 18 years of age and
not involved with the contents of this document
or related to any of the parties in this document.

(signature of witness)

WITNESS DETAILS:

Name: _____

Address: _____

SIGNED, SEALED, AND DELIVERED

this ____ day of _____, 20__ in front of the
person below who is over 18 years of age and
not involved with the contents of this document
or related to any of the parties in this document.

(signature of witness)

WITNESS DETAILS:

Name: _____

Address: _____

Corporation Town of Mattawa

per: _____
Mayor Dean Backer

(SEAL)

per: _____
Clerk

Mattawa Hawks Hockey Club Inc

And

TPA Sports Inc

per: _____(SEAL)

January 26, 2015

Schedule "A" to
By-law 15-05

LETTER OF UNDERSTANDING

Mattawa Hawks Hockey Club Inc of 450 Hurdman Street, Mattawa, ON, P0H 1V0

And

TPA SPORTS Inc 989 Murray Ross Parkway, Toronto ON, M3J 3M4

LOAN AGREEMENT

Further to the attached loan agreement, it is understood that:

1. The Mattawa Hawks Hockey Club Inc will provide a high quality hockey program
2. The Mattawa Hawks Hockey Club Inc players will billet in Mattawa
3. TPA Sports will work with Mattawa Minor Hockey on various initiatives to promote hockey in Mattawa
4. The Mattawa Hawks Hockey Club Inc players will attend schools in Mattawa whenever possible and if required curriculum is offered
5. The Mattawa Hawks Hockey Club Inc will establish an Advisory Board to ensure community input. The Town of Mattawa must have input and accept the Advisory Board Members.
6. The Mattawa Hawks Hockey Club Inc will not receive any prime time ice or facility use "free of charge" and must pay all invoices on time

Loan Repayment

1. The Mattawa Hawks Hockey Club Inc must repay the loan in full with the following exception and stipulation
2. Payments are to be made in \$5,000.00 increments on the following dates
 - a. September 1, 2015
 - b. March 1 2016
 - c. September 1, 2016
 - d. March 1, 2017
 - e. September 1, 2017
 - f. March 1, 2018
 - g. September 1, 2018

- h. March 1, 2019
- i. September 1, 2019
- j. March 1, 2020

*****EXCEPTION***** The Town of Mattawa will forgive \$10,000 for the loan agreement should the Mattawa Hawks Hockey Club Inc win a league championship in their recognized Junior "A" league.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this ____ day of _____, 20__.

SIGNED, SEALED, AND DELIVERED

this ____ day of _____, 20__ in front of the person below who is over 18 years of age and not involved with the contents of this document or related to any of the parties in this document.

(signature of witness)

WITNESS DETAILS:

Name: _____
Address: _____

SIGNED, SEALED, AND DELIVERED

this ____ day of _____, 20__ in front of the person below who is over 18 years of age and not involved with the contents of this document or related to any of the parties in this document.

(signature of witness)

Corporation Town of Mattawa

per: _____
Mayor Dean Backer

(SEAL)

per: _____
Clerk

Mattawa Hawks Hockey Club Inc

And

TPA Sports Inc

per: _____(SEAL)

WITNESS DETAILS:

Name: _____

Address: _____

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: RECREATION, TOURISM & SPECIAL PROJECTS

CHAIRPERSON: COUNCILLOR D. SARRAZIN

DEPT. HEAD: JACQUES BEGIN

TITLE: FACILITY AGREEMENT WITH MATTAWA HAWKS HOCKEY CLUB INC.

☐ Draft By-Law ☒ Item ☐ Policy Recommendation

Mayor D. Backer and Members of Council:

The Corporation Town of Mattawa has agreed to enter into a Facility Use Agreement with Mr. Allan Donnan operating as the Mattawa Hawks Hockey Club Inc which outlines the terms and conditions for the use of the Mike Rodden Arena and Community Centre.

Mayor and Council reviewed the draft agreement at a special meeting. The agreement was updated as a result of receiving comments and is now ready for approval.

Attached is the required signing by-law and facility agreement.

Recommendation:

It is therefore recommended that the Corporation Town of Mattawa enter into a Facility Use Agreement with Mr. Allan Donnan operating as the Mattawa Hawks Hockey Club Inc which outlines the terms and conditions for the use of the Mike Rodden Arena and Community Centre and that the attached by-law no 15-06 be adopted.

Respectfully submitted

Councillor D. Sarrazin

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 15-06

BEING a by-law authorizing the signing of a facility agreement with:

Allan Donnan
Operating as
The Mattawa Hawks Hockey Club Inc.

WHEREAS Subsection 8 of the Ontario Municipal Act 2001, S. O. 2001, c. 25 empowers and authorizes a municipality to enter into an agreement to enable them to govern their affairs as they consider appropriate;

AND WHEREAS the Mattawa Hawks Hockey Club Inc. wishes to operate a Junior Hockey Team from the facility known as Mike Rodden Arena and Community Centre as per the attached agreement, for a period of five years commencing January 26th, 2015 to April 30th, 2020.

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

1. THAT the Mayor and Clerk are hereby authorized to execute the aforesaid Agreement on behalf of the Council of the Corporation of the Town of Mattawa, in accordance with the terms and conditions referred to in this agreement attached to this By-law and known as Schedule "A".
2. THAT this Agreement shall be effective and shall remain in effect and force in accordance with the terms of the agreement subject to any amendments thereto or the termination of the said agreement.

READ, PASSED AND ADOPTED this _____ day of _____ 2015.

Mayor

Clerk

FACILITY AGREEMENT

Schedule "A" to
By-law 15-06.

This Agreement is made as of the January 26, 2015

BETWEEN:

**Allan Donnan operating as
The MATTAWA HAWKS HOCKEY CLUB Inc.**
(Hereinafter called the "TEAM") AND

**CORPORATION TOWN OF
MATTAWA**
(Hereinafter called the "TOWN")

WHEREAS Allan Donnan **Operating As The Mattawa Hawks Hockey Club Inc** proposes to operate a Junior 'A' Hockey Team (hereinafter called the "TEAM") in the **TOWN OF MATTAWA**

AND

WHEREAS the "TOWN" is prepared to permit **Allan Donnan Operating As The Mattawa Hawks Hockey Club Inc.** operate a Junior Hockey "TEAM", from the "TOWN" facility known **MIKE RODDEN ARENA & COMMUNITY CENTRE** (hereinafter called the "Arena") upon the terms and conditions hereinafter set forth;

NOW THEREFORE the parties hereto agree with one another as follows:

1. LICENSE

- 1.1. The "TOWN" hereby grants to the "TEAM" the non-exclusive license (except as hereinafter set forth) to use the "Arena" for the purpose of operating a Junior Hockey Team, including "TEAM" public fundraising events, on the terms and conditions hereinafter set forth.

2. TERM

- 2.1 The term of this Agreement shall be for the period starting on the 26 day of January, 2015, expiring on the 30th day of April 2020. Intention not to renew or to renegotiate must be given by either in writing party by December 31st, annually.
- 2.2. This agreement shall be renewable at the end of the current term for 5 additional years on the same terms and conditions unless either party gives written notice of its intention not to renew or written request to renegotiate the terms and conditions of the agreement. Intention not to renew or to renegotiate must be given by either in writing party by December 31st, 2020

3. REVENUES

- 3.1 Proceeds generated from the sale of annual season tickets, gate receipts for games, events and or marketing and advertising of and for the **"TEAM"** shall remain the property of the **"TEAM"**.
- 3.2 All revenues generated from advertising within the Arena except the Arena Boards where the **"TEAM"** shall work with Mattawa Minor Hockey for rink board advertising. Wall signs, on ice logos, ice resurfacers, and illuminated signs and or other as mutually agreed advertising shall remain the property of the **"TEAM"**.
- 3.3 All signage shall be subject to municipal bylaws.
- 3.4 It is understood that the **"TEAM"** shall host a Regional season ticket campaign with a goal to secure season ticket holders and marquee community junior hockey sponsors for the **"TEAM"**.

4. STAFFING

- 4.1. The **"TEAM"** shall be responsible for ensuring adequate staff and security are present prior too, during and after junior hockey games and or events to properly manage ticket sales, security and admission of the public to the Arena.
- 4.2 Advance game tickets may be sold at the **Town Information Centre** prior to and up to 4pm of each game day, at the **Town Information Centre** by Front Desk Staff at no charge to the **"TEAM"**.
- 4.3 The **"TEAM"** shall be responsible for obtaining and paying game officials, timekeepers, official scorer, goal judges, security staff, a public address announcer and playing music.

5. HALL RENTAL

- 5.1 The **"TOWN"** agrees to provide arena floor and or auditorium hall rentals with dates to be mutually agreed upon, at flat rate to be negotiated annually and exclusive of costs associated with the acquisition of a special occasions permit when needed for special events and or special entertainment secured by the **"TEAM"**.
- 5.2 The **"TEAM"** may wish to work with a community group to supply or provide & operate the bar and bar side auditorium at the **COMMUNITY CENTRE** for each home game. Gross Revenues will be split at a negotiated fee agreement between the **"TEAM"** and the community group or group representative, for each game and each **"TEAM"** event.

6. FACILITIES

- 6.1 The **"TOWN"** agrees to provide use of the ice surface in the arena for the **"TEAM"** junior hockey league regular season games, playoff and exhibition games. The **TEAM** in its best efforts agree to work with the **"TOWN"** around special events and Tournaments. The **"TOWN"** agrees to work with the **"TEAM"** to make necessary adjustments to the facility where and when possible to help the facility be more accommodating to junior 'A' hockey.
- 6.2 The **"TOWN"** shall provide the **"TEAM"** with the year round exclusive use of a dedicated dressing room, team/administrative office and other mutually agreed upon space if available.
- 6.3 The **"TEAM"** assures the **"TOWN"** that the **"TEAM"** and its members will always act respectfully, safely and including use of utilities.
- 6.4 The **"TEAM"** shall be responsible for the cost of upgrades and repairs to the facility where such repairs are required as a result of damage or upgrades the **"TEAM"** wishes (eg. Custom painting of the dressing room) occurring during the time periods of which the **"TEAM"** has had use of the subject facility.

7. ADVERTISING RIGHTS

- 7.1 The **"TOWN"** agrees to grant the **TEAM** exclusive rights to sell all arena advertising including but not limited to on wall advertisements, ice resurfer, on ice logos, step fascia signs. The **"TEAM"** also requests the exclusive rights to any other surfaces EXCEPT THE ARENA BOARDS AND WILL work with Minor Hockey for rink board advertising as mutually agreed to by both parties subject to the following conditions:
- 7.2 The advertising must be in compliance with **"TOWN"** regulations regarding size and the prohibition against the advertisement of tobacco products and/or inappropriate activities.
- 7.3 No defacement of the building walls, without prior written approval of the **"TOWN"** shall be permitted to install any signs on a permanent basis.
- 7.4 The step fascia advertising shall not in any way obstruct the safety of the steps.
- 7.5 The installations of all Arena Board and Arena Wall signs will be completed by the **"TOWN"** at no cost to the **"TEAM"** excluding Lexan needed to cover sold rink boards subject to the **"TOWN"** health and safety policies and municipal bylaws with 7 days written notice given by the **"TEAM"** to have installed.
- 7.6 The **"TEAM"** at its sole discretion, shall determine all advertising rates and fees associated with all advertising and retain all associated revenues generated EXCEPT THE ARENA BOARD ADVERTISING.

- 7.7 The advertising rights identified in this agreement are transferable, in the event that the **"TEAM"** is sold, subject to approval given by the **"TOWN"**, in writing, of that may not be unreasonably withheld.
- 7.8 The **"TEAM"** will be permitted to hang team banners from Arena rafters with locations to be mutually agreed too between the **"TEAM"** and the **"TOWN"**, prior to the hanging of banners.
- 7.10 The **"TOWN"** shall maintain an adequate sound system subject to final approval by the **"TOWN"** and the **"TEAM"**
- 7.11 The **TEAM** shall provide a media, press and VIP guest room during each home game, open 60 minutes before and 30 minutes after each game, including refreshments supplied by the **"TEAM"**
- 7.12 The **"TOWN"** shall maintain the game announcing area, time clocks, lights, nets and accessories that meet junior hockey regulations.
- 7.13 The **"Team"** shall provide its own internet access including the proper extended bandwidth for home game web-broadcasting and internet access at the Arena at the **"TEAM"** expense.

8. Restrictions on Advertising

- 8.1 Advertising signage sold shall comply with the Canadian Code of Advertising Standards, the Human Rights Code, and the Canadian Charter of Rights and freedoms.
- 8.2 In addition, the **"TEAM"** shall not permit the display of any advertising within or outside the Arena that reflects negatively on the image or reputation of the **"TOWN"** or is unacceptable for any other reason whatsoever. The **"TOWN"** reserves the right to remove any advertising displayed within or outside the Arena which does not comply with the requirements of this Agreement.
- 8.3 The display of advertisements by the **"TEAM"** shall not interfere with the operation of equipment or the provision of services within the Arena and shall not compromise worker safety.
- 8.4 The **"TEAM"** acknowledges that the granting of permission by the **"TOWN"** for the display of any advertising shall not constitute endorsement of the products and or services by the **"TOWN"**.
- 8.5 All on-ice advertising must be installed when designated by the Director Tourism and Recreation prior to the installation of Arena ice for each season. On ice advertising costs shall be the responsibility of the **"TEAM"**.

- 8.6 If an advertising sign is not maintained in good condition or is otherwise damaged, and as determined by the Facilities Supervisor, the **"TOWN"** shall have the right to remove such signage, and shall thereafter give notice to the **"TEAM"** that the said signage has been removed.

9. Ice Rental

- 9.1 The **"TEAM"** shall pay an hourly rental rates to the **"TOWN"** for practice and game time ice provided by the **"TOWN"** at the Arena, for the exclusive use by the **"TEAM"** in each calendar year during the term of the Agreement. Team will pay the YOUTH Rental Fee as set by the **"TOWN"** for Prime time Games and Practices –Town will provide regular scheduled non-prime time ice @ no charge upon ice availability (eg daily 11:30-1pm)

10. Game Ice

- 10.1 The **"TOWN"** agrees to provide a total time period of 3 hours per home game. The **"TOWN"** shall ensure that the ice surface is prepared before the scheduled warm up time or the scheduled game time. The **"TEAM"** shall be responsible for the time Patrons may be admitted to enter the Arena. It is the **"TEAMS"** responsibility to clear the Arena of all fans not holding valid game tickets should the previous ice user scheduled in the Arena spill into the time allotted for any and all Junior games.
- 11.2 The **"TOWN"** shall provide two dressing rooms for the visiting teams 1 hour prior game time and 1 hour after each home game and one dressing room for on ice officials 30 minutes prior to game warm up
- 11.3 The **"TOWN"** will use its best reasonable efforts to reserve ice time at the Arena for the **"TEAM"** for league stipulated game times.

11. PRACTICE

- 11.1 The **"TOWN"** will provide ice times for practices for the **"TEAM"** at a most reasonable time as possible. In addition, the **"TOWN"** will provide mutually agreed too additional ice time for skills development, special conditioning and injury rehabilitation at the request of the **"TEAM"** on other days of the week when non-prime time ice is available. The **"TOWN"** will in its best efforts, will provide mutually agreed to ice time for local area youth to attend a skating & skills instruction practice, executed by the Junior Coaching Staff and players.

11.2 Once ice times are established, the **"TEAM"** will be responsible for cancelling those times not required at least four 48 hours in advance. In the event ice time is not cancelled within the allotted 48 hours, the value of the practice time will be charged to the **"TEAM"**

11.3 The **"TOWN"** agrees to provide the **"TEAM"** with extra practice ice at the Arena for each week that the **"TEAM"** remains in the playoffs until the **"TEAM"** has completed their playoffs. It shall be the responsibility of the **"TEAM"** to consult with the **"TOWN"** to establish a defined practice schedule and to cancel scheduled ice at the conclusion of the playoffs.

12. TRAINING CAMP AND HOCKEY SCHOOL

12.1 The **"TEAM"** will meet with the **"TOWN"** annually to establish the schedule for training camps and hockey schools at the Arena. The **"TOWN"** reserves the right to approve any proposed training camp and or hockey school schedule.

12.2 The **"TOWN"** agrees to make ice available to the **"TEAM"** for training camp, hockey schools and exhibition games at the Arena, as early in September as possible weather permitting.

12.3 The **"TOWN"** agrees to give the **"TEAM"** the first right of refusal to host a skills development hockey school during the March break, Christmas holidays or other mutually agreed upon dates and time.

12.4 In each year of this agreement the **"TOWN"** will endeavor to accommodate the **"TEAM"** for training camp, conditioning camps, exhibition games and or hockey schools. It is understood that the **"TEAM"** agrees to rent the ice on a weekly basis on the agreed too cost.

13. SPECIAL EVENTS

13.1 The **"TEAM"** may wish to attract special events as mutually agreed upon by the **"TOWN"**.

13.2 The **"TOWN"** agrees to provide additional game ice to the **"TEAM"** at cost for League All-Star Games, Prospects and Showcase Tournaments.

13.3 The **"TEAM"** shall be responsible for all applicable licenses pertaining to **"TEAM"** events, payable to municipal, provincial or federal agencies.

14. INSURANCE

14.1 The **"TEAM"** shall provide proof of insurance coverage and name the **"TOWN"** additionally insured prior to the start of the season which includes try outs and or training camps.

15. ARENA FACILITIES AND IMPROVEMENTS

- 15.1 The **"TEAM"** shall have the exclusive year round use of a **"TEAM"** office and other agreed to **"TEAM"** rooms in the **COMMUNITY CENTRE** at locations to be jointly determined. The **"TEAM"** shall be responsible for all costs associated with the installation of a dedicated telephone line for the **"TEAM"** office as well as all costs and charges related to the internet and telephone line serving the **"TEAM"** office. The **"TEAM"** reserves the right to exclusive use of the Arena during all home games. It is understood that no other persons and/or organizations, unless by obtaining prior written approval from the **"TEAM"** shall sell or attempt to sell any merchandise or tickets geared to fund raising of any nature in or at the Arena commencing 3 hours prior to home games and continues until the event has been terminated. The **"TEAM"** shall be the sole advertisers of events related to the **"TEAM"** and shall have the right to sell souvenirs, tickets or other fundraising items within municipal bylaws or designate agents to represent their interest while occupying the **Arena**.
- 15.2 The **"TEAM"** shall have exclusive use of their dedicated team dressing room and office space and other agreed to spaces during each calendar year throughout the term of this Agreement.
- 15.3 The **"TEAM"** shall have the exclusive use of the HALL during all home games and or **"TEAM"** functions and for three hour time periods before and after games for the purpose of booster club events, and or team meetings UNLESS THE HALL has been previously booked. In addition, the **"TEAM"** shall be permitted use of the HALL or another meeting location provided that such use is first approved by the Director of Tourism & Recreation. Any requested improvements to the bar side auditorium including the supply or replacement of furnishings shall be discussed and or pre-approved by and with the **"TOWN"**.
- 15.4 The **"TOWN"** shall agree to investigate additional seating, bleachers and/or booster club rooms or private boxes within each corner of the Arena as mutually planned and agreed to.
- 15.5 The **"TEAM"** shall be provided with 4 keys to the **COMMUNITY CENTRE** by the **"TOWN"**, and shall be permitted unlimited access to the **"TEAM"** office, dressing room and other **"TEAM"** arena facilities within the Arena during the term of this Agreement. The **"TEAM"** shall provide a list of personnel who will have access to the building after hours and shall provide 48 hours notice when after hour access will be required.
- 15.6 The **"TEAM"** shall not cause or permit alcohol beverages to be sold in the Arena except in the HALL pursuant to a properly issued L.L.B.O. Special Occasions Permit where necessary. The **"TEAM"** shall be solely responsible for all costs associated with obtaining L.L.B.O Special Occasions Permits for the sale of alcohol when required as well as adhering to the conditions of the Municipal Alcohol Policy and LLBO laws & regulations.

15.7 Except as provided above, all alterations or improvements made by the **"TOWN"** or the **"TEAM"** to the Arena and or its facilities shall remain the property of the **"TOWN"**. The **"TEAM"** shall be permitted to remove any equipment or trade fixtures belonging to the **"TEAM"** which are not affixed in any fashion to the Arena or its facilities.

16. SECURITY

16.1 The **"TEAM"** shall be responsible for providing an adequate level of security, as jointly determined by the **"TEAM"** and the **"TOWN"** for hockey games, as well as any other permitted **"TEAM"** functions at the Arena.

17. ROAD SIGNAGE

17.1 The **"TEAM"** may wish to install signs at strategic road locations. The number, location, size and content of the required signage is subject to the written joint approval of both the **"TEAM"** and the **"TOWN"**. The **"TOWN"** will endeavour to assist with the installation of the signs if possible. The **"TEAM"** may request that home games and event information be posted on existing municipal sign boards, community channel and **"TOWN"** social media sites.

18. INDEPENDENT CONTRACTOR

18.1 It is understood that the **"TEAM"** is an independent contractor with respect to all services provided by the **"TEAM"** as set out in this Agreement and shall not for any reason be considered an agent or an employee of the **"TOWN"**.

19. INDEMNIFICATION BY THE TEAM

19.1 The **"TEAM"** agrees to indemnify and hold harmless the **"TOWN"**, its employees, servants and agents against all losses, damages, claims, suits, liabilities and judgment costs caused by or in connection with the acts, omissions, or negligence of the **"TEAM"** or those for whom the **"TEAM"** is responsible at law, associated with the use of the **MIKE RODDEN ARENA AND COMMUNITY CENTRE**.

20. NO ASSIGNMENT

20.1 The **"TEAM"** may not assign, sub-license or otherwise transfer or delegate its rights or obligations under this Agreement without the prior written consent of the **"TOWN"** and the NOJHL

21. NO WAIVER

- 21.1 No failure or delay by either parties in exercising any right, power or remedy under this Agreement will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and mutually signed by both parties.

22. SEVERABILITY

- 22.1 If any term, clause or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement or of any provisions hereof which survive termination, then in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent as permitted by law.

23. ENTIRE AGREEMENT

- 23.1 This Agreement supersedes any prior agreement, whether written or oral, and any changes, additions or modifications to this Agreement must be in writing and signed by the parties hereto.
- 23.2 This Agreement shall come into effect when duly signed by both parties, and may be amended at any time, and from time to time by the mutual consent of the parties hereto.

24. GOVERNING LAW

24.1 This Agreement shall be governed according to the laws of the Province of Ontario.

Allan Donnan and The Mattawa Hawks Hockey Club Inc

Per: _____

Per: _____

We have the authority to bind the Corporation.

CORPORATION OF THE TOWN OF MATTAWA

Per: _____
Dean Backer, Mayor

Date: _____

Per: _____
Clerk

Date: _____

We have the authority to bind the Corporation.

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: RECREATION, TOURISM & SPECIAL PROJECTS

CHAIRPERSON: COUNCILLOR D. SARRAZIN

DEPT. HEAD: JACQUES BEGIN

TITLE: CANTEEN LEASE AGREEMENT TRANSFER

 X 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 was sold to Robbie Jones. Robbie at that time requested that the Canteen Lease be transferred from Stacey Chiaramida - Mattawa Quikmart to Robbie Jones- Mattawa Quikmart. Council agreed and made the changes to the by-law.

Robbie Jones has now resold Mattawa Quikmart back to Tony Chiaramida. Mr. Chiaramida has requested that the Canteen lease be transferred back to the Mattawa Quikmart. This would be a smooth transfer for the Corporation Town of Mattawa and would not delay any services especially within the middle of the arena ice season. The new lease agreement would commence immediately upon approval.

Recommendation:

It is therefore recommended that the canteen facilities at the Mike Rodden Arena and Community Centre be leased to Mr. Tony Chiaramida - Mattawa Quickmart effective January 1, 2015 in the amount of \$100.00 per month. The signing by-law is attached.

Respectfully submitted

Councillor D. Sarrazin

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 15-07

BEING a By-law authorizing the signing of an agreement with Mr. Tony Chiaramida 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:

1. THAT 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".
2. THAT this Agreement shall be effective and shall remain in effect and force in accordance with the terms of the agreement subject to any amendments thereto or the termination of the said agreement.

READ, PASSED AND ADOPTED this _____ day of _____ 2015.

Mayor

Clerk

Schedule "A" to
By-law 15-07

AGREEMENT

between

THE CORPORATION OF THE TOWN OF MATTAWA

Hereinafter called the "Lessor" of the first part

And

Tony Chiaramida

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 1st day of January 2015 until the 31th day of December 2017, 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 for the years January 2015 until December 2017 payable in advance on the first day of each month with the first payment coming due on or before the 1st day of February 2015. 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

Date: MONDAY JANUARY 26, 2015

Page No: 28

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: ENVIRONMENTAL SERVICES

CHAIRPERSON: COUNCILLOR G. THIBERT

DEPT. HEAD: MARC MATHON

TITLE: HOUSEHOLD HAZARDOUS WASTES

☐ Draft By-Law ☒ Item ☐ Policy Recommendation

Mayor D. Backer and Members of Council:

Presently the Mattawa Landfill Site is not permitted to accept any household hazardous wastes, such as chemicals, paints, thinners, aerosol cans, batteries, oils, etc...

We have been offered to participate in the City of North Bay's household hazardous waste depot program for a cost of \$2 per household. There are 45,000 households in the North Bay and surrounding municipalities using the service and the cost of operating the facility is close to \$200,000. Our cost to participate in this program in 2014 was approximately \$2,104. This year our participation in the program will be approximately \$2,104, and the Hazardous Waste Facility will be open year round.

The North Bay Household Hazardous Waste Facility operates year round now and is open from Wednesday through Saturday from 8:00 am to 6:00 pm. The facility also includes a paint exchange area for residents offering free paints / stains that have been deemed usable by the facility operator.

By taking part in this program we will continue to have an answer to the frequent questions from the public regarding household hazardous wastes.

Recommendation:

It is recommended that Council authorizes Administration to take part in the City of North Bay's Household Hazardous Waste Program at a cost of approximately \$2,200 for 2015.

Respectfully submitted

Councillor G. Thibert

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: FINANCE

CHAIRPERSON: COUNCILLOR C. LACELLE

DEPT. HEAD: FRANCINE DESORMEAU, INTERIM CLERK

TITLE: 2015 INTERIM TAX LEVY BY-LAW

☒ Draft By-Law ☐ Item ☐ Policy Recommendation

Mayor D. Backer and Members of Council:

Section 317 of the Municipal Act, 2001 allows a municipality to levy on all taxable properties, an interim tax levy prior to the adoption of final budgets for each tax year. The interim tax levy is required to ensure cash flow in order to meet financial obligations prior to the final 2015 tax levy by-law that will incorporate the budget requirements of the municipality and of the Province.

The maximum allowable interim levy is fifty percent (50%) of the prior year's annualized taxes. Annualized taxes reflect taxes levied against the property at final filling, including all tax adjustments due to supplementary assessment and resulting from assessment appeals.

Consistent with the municipality's practice in previous years, the 2015 interim tax levy will be payable in two installments, one at the end of February and the other payable at the end of April.

Recommendation:

That Council of the Town of Mattawa adopted By-Law Number 15-08 authorizing the 2015 interim tax levy based on 50% of the prior year's annualized taxes.

Respectfully submitted

Councillor C. Lacelle

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 15-08

BEING A BY-LAW TO PROVIDE FOR AN INTERIM TAX LEVY FOR 2015

WHEREAS Section 317(1) of the Municipal Act, 2001, S. O. 2001, C. 25, provides that the Council of a local municipality may, before the adoption of the annual estimates for 2015, adopt a by-law to levy on the whole of the assessment for taxable property for local municipal purposes;

AND WHEREAS the Council of the Corporation of the Town of Mattawa wishes to impose an interim tax levy, as authorized by the Municipal Act, 2001, S. O. 2001, c. 25, as amended;

AND WHEREAS section 342 of the Municipal Act, 2001 authorizes a Council to pass by-laws for the payment of taxes by installments and the date or dates in the year for which taxes are imposed on which the taxes or installments are due;

AND WHEREAS section 345 of the Municipal Act, 2001 authorizes a local municipality to pass by-laws to impose late payment charges for the non-payment of taxes or any installment by the due date.

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

1. **THAT** the Council of the Corporation of the Town of Mattawa hereby imposes an interim tax levy for 2015 in an amount of fifty percent (50%) of the prior year's annualized taxes, according to real property in all tax classes in the last revised assessment roll:

<u>CLASS</u>	<u>TOTAL RATE</u>
RESIDENTIAL	0.022036769798
MULTI-RES	0.030145513597
COMM - OCCUPIED	0.044162815429
COMM - VAC UNITS	0.030913970800
COMM - VAC LAND	0.030913970800
INDUSTRIAL - OCCUPIED	0.055590682337
INDUSTRIAL - EXCESS	0.036133943519
LAND/VACANT	
PIPELINE	0.034798423990
RAILWAY(R-O-W) - ACRES	63.67

2. **THAT** the taxes levied for real property by this by-law shall be due and payable in equal installments as per the following schedule:

First Installment - Payable Friday February 27, 2015
Second Installment - Payable Thursday April 30, 2015

3. **THAT** a charge of one and one-quarter percent (1 ¼%) shall be imposed as a penalty for

non-payment of taxes in accordance with section 345 (2) the Municipal Act, 2001, S. O. 2001, c. 25, and shall be added to the amount of taxes due and unpaid, on the first day of default. Therefore after, in accordance with section 345(3) of the Municipal Act, 2001, S. O. 2001, c. 25, interest charges of one and one-quarter percent (1 ¼%) each month of the amount of taxes due and unpaid, shall be imposed for non-payment of taxes not accruing before the first day of default.

4. **THAT** the Finance Department of the Corporation Town of Mattawa may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
5. **THAT** the taxes be payable at the Town of Mattawa Municipal Office, P. O. Box 390, 160 Water Street, Mattawa, ON, P0H 1V0.
6. **THAT** this By-law shall take effect upon its adoption.

READ, PASSED AND ADOPTED this _____ day of _____ 2015.

Mayor

Clerk

Date: MONDAY JANUARY 26TH, 2015

Page No: 30

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: FINANCE

CHAIRPERSON: COUNCILLOR C. LACELLE

DEPT. HEAD: FRANCINE DESORMEAU, INTERIM CLERK

TITLE: SUPPORT RESOLUTION FOR NEW OPP BILLING MODEL

☐ Draft By-Law ☒ Item ☐ Policy Recommendation

Mayor D. Backer and Members of Council:

WHEREAS the Town of Mattawa is in receipt of the new OPP Billing Model which will see invoices split between base costs and calls for service on an approximate 60/40 split;

AND WHEREAS all municipalities will pay the same base cost per property, which is estimated at \$203.00 per property;

AND WHEREAS the new model received Cabinet approval on August 13, 2014 and was effective on January 1, 2015, to be phased in over five years;

AND WHEREAS the Province is currently responsible for policing costs associated with unorganized townships;

AND WHEREAS the Municipality of Killarney has passed a resolution requesting the Province implement a billing method for those properties located in unorganized townships.

Recommendation:

NOW THEREFORE IT BE RESOLVED THAT the Council of the Town of Mattawa does hereby endorse the resolution passed by the Municipality of Killarney and requests the Province implement a billing method for those properties in unorganized townships so those properties contribute to their fair share of policing costs;

AND FURTHER THAT a copy of this resolution be forwarded to the Premier of Ontario, the Minister of Community safety and Correctional Services, the Ministry of Finance, AMO, MPP Vic Fedeli and all municipalities serviced by the OPP.

Respectfully submitted,

Councillor C. Lacelle

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: FINANCE

CHAIRPERSON: COUNCILLOR C. LACELLE

DEPT. HEAD: FRANCINE DESORMEAU, INTERIM CLERK

TITLE: NEW OPP BILLING MODEL

☒ Draft By-Law ☐ Item ☐ Policy Recommendation

Mayor D. Backer and Members of Council:

As a result of the new Ontario Provincial Police billing model which was implemented as of January 1, 2015, the Group of Four area municipalities (Mattawa, Mattawan, Calvin and Papineau-Cameron) have been reviewing possible future policing services contract arrangements and billing options available.

Under the new billing model, municipalities have the option to choose between two types of contracts, one with enhancements and one without. The contract that expired December 31, 2014 included enhancements. The 2015 municipal policing costs are divided into base services and calls for service, and have been calculated to be approximately sixty percent for base services and approximately forty percent for calls for service.

A joint meeting will be held in February with Ontario Provincial Police staff and the group of four clerks and municipal councils in order to discuss the contract options moving forward.

A six month contract has been made available to all four municipalities in the group of Four in order to continue the present level of service under a Section 10 PSA contract option. This six month contract will enable Council to further discuss their options.

Therefore, it is recommended:

Recommendation:

That the Town of Mattawa in conjunction with the Mattawa Group of Four municipalities (Corporation of the Town of Mattawa, Corporation of the Municipality of Mattawan, Corporation of the Municipality of Calvin and the Corporation of the Township of Papineau-Cameron) enter into agreement with the Ministry of Community Safety and Correctional Services for the provision of Police Services and By-law 15-09 be adopted which will authorize the signing of a six month contract agreement which includes no enhancements.

Respectfully submitted,
Councillor C. Lacelle

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 15-09

BEING a by-law to authorize the execution of an agreement with the Minister of Community Safety and Correctional Services of Ontario for the provision of police services in the Town of Mattawa.

WHEREAS Section 10 of the said Act provides that municipalities may enter into an agreement with the Minister of Community Safety and Correctional Services for the provision of police services for the municipality by the Ontario Provincial Police.

AND WHEREAS a Contract Policing Proposal dated December 30, 2014 has been prepared for a six month term commencing January 1, 2015 and ending June 30, 2015 setting out the mutual rights and obligations of the Minister of Community Safety and Correctional Services and the Mattawa Group of Four, consisting of the Corporation of the Town of Mattawa, The Corporation of the Municipality of Mattawan, The Corporation of the Municipality of Calvin, the Corporation of the Township of Papineau-Cameron.

AND WHEREAS it is deemed useful and expedient for the Town of Mattawa to enter into an agreement.

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

1. The Mayor and Clerk are authorized to execute an agreement with the Minister of Community Safety and Correctional Services for the provision of police services by the Ontario Provincial Police.
2. The Mattawa Group Contract Policing Proposal and six month agreement is attached as Appendix "A" which forms part of this By-law.
3. The By-law shall come in to force and take effect on the date of its passing.

READ, PASSED AND ADOPTED this _____ day of _____ 2015.

Mayor

Clerk

Appendix "A" to
By-law 15-09



The Mattawa Group

Contract Policing Proposal

***Prepared by:
Ontario Provincial Police
Municipal Policing Bureau***

December 30, 2014

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Executive Summary

The Ontario Provincial Police (OPP) has over 100 years of experience in providing effective community-based policing and protection throughout Ontario. The OPP has provided municipal police services under contract for over 60 years and currently maintains contracts with over 140 communities across Ontario.

The Mattawa Group requested a costing for OPP municipal policing. This proposal is based on the Mattawa Group paying an amount equal to the sum of the Mattawa Group's allocated portion of the OPP's total municipal policing base and calls for service costs and the costs for overtime, cleaning/caretaker, accommodation, court security and offender transport as applicable. Where a municipality chooses to receive police services from the OPP pursuant to a contract, the OPP will provide the level of police services required to provide adequate and effective policing, including providing the services set out in *Regulation 3/99, Adequacy and Effectiveness of Police Services* under the *Police Services Act*.

This proposal reflects the integrated policing concept, incorporating a police services contract for the Mattawa Group with OPP highway patrol services and provincial responsibilities under one administration. The Fort Frances OPP Detachment will remain as the Administration/Operations Centre. The resources will be deployed to the municipality from this facility.

The North Bay Detachment Commander will be responsible to oversee all aspects of service delivery. The detachment management including Staff Sergeant and Sergeant/ Platoon Leaders as applicable would provide assistance and supervision to members of the North Bay Detachment.

In order to provide a location for the police and public to interact, and to facilitate the delivery of police services in a community, the OPP encourages the establishment of Community Policing Offices (CPOs). Where such offices exist they are usually equipped with telephone and computer capabilities for use by officers assigned to the municipality. Any decision on the establishment of a CPO in the Mattawa Group rests entirely with respective councils in which the CPO is located, as do all associated costs.

In consultation with the Police Services Board it is the intent that all existing community service programs and community policing committees will be maintained.

Any new community service program considered may be implemented after consultation with the Mattawa Group Council, the Mattawa Group Police Services Board and the North Bay Detachment Commander.

When a municipality chooses to receive police services from the OPP under contract, the OPP will ensure that the municipality receives adequate and effective police services in accordance with the *Police Services Act* and regulations. The shared infrastructure of the OPP broadens local access to resources, expertise, solutions, training and management without duplicating services. The Mattawa Group will continue to benefit as additional staff are readily available from within the North Bay OPP Detachment as well as neighboring detachments and regions, should the need arise.

The Mattawa Group will be required to establish a Police Services Board, as mandated by Section 10 of the *Police Services Act* that will generally determine objectives and priorities for police services within the community, after consultation with the Detachment Commander. ***The Commissioner is committed to ensuring that the Detachment Commander of the North Bay OPP Detachment responds appropriately to the Board's advice and priorities in a manner consistent with the Board's identified concerns, expectations and needs.***

It is long-standing OPP policy and practice to be accountable to the communities we serve. The Commander of the North Bay OPP detachment, or designee, will report to the Police Services Board on a regular basis, as per the direction of the Board. The OPP is experienced in being accountable to the municipalities we serve. With over 100 contracts currently in place and future contracts pending, there is great emphasis placed on OPP accountability to Police Services Boards.

The OPP is required to provide provincial level emergency response that can be mobilized in times of emergency, disaster or a specialized investigative need. The OPP meets such emergent needs, on an on-call, as-needed basis, by deploying small numbers of officers from multiple locations and assignments, both provincial and municipal. During such times, the OPP is responsible to ensure that appropriate resources remain in place to make certain the municipality receives adequate and effective police services in accordance with the *Police Services Act* and *regulations*. The use of OPP officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

If the Mattawa Group chooses to accept an OPP contract for its policing service, the North Bay OPP Detachment will assign resources, focusing on meeting the Mattawa Group's unique policing needs.

Value for the Mattawa Group

- Assurance of adequacy and effectiveness of police services;
- Dedication to resolving community issues through local involvement and community policing committees;
- Availability of additional staffing support from neighboring detachments, regional headquarters and general headquarters;
- Seamless access to a comprehensive infrastructure and specialized services; and
- Assists the Detachment Commander in determining the local policing priorities and objectives through the Mattawa Group's Police Services Board.

Based on, among other things, an estimate of salary and benefit costs, the policing cost for 2015 associated with this proposal is \$852,217. The annual billing statement is set out in the attachment to this proposal.

Please Note:

Not included in this proposal are:

- **The cost of maintaining the Police Services Board**
- **The costs associated with establishing and maintaining Community Policing Office(s)**
- **Any applicable revenues accruing to the municipality as a result of police activity**

(*Note – This proposal expires six months from the date of presentation to Council. At that time the costs identified in the proposal will be subject to review and revision where necessary.)

OPP Annual Billing Statement

Mattawa Group of Four

Estimated costs for the period January 1 to December 31, 2015

Excluding Enhancements

(see notes)

			Cost per Property	\$
Base Service	<u>Property Counts</u>			
	Household	1,967		
	Commercial and Industrial	<u>151</u>		
	Total properties	<u>2,118</u>	\$200.51	\$424,680
Calls for Service	Total all municipalities	\$138,122,392		
	Total municipal portion	0.2824%	\$184.19	\$390,115
Overtime			\$26.32	\$55,736
Court Security	(per property cost)		\$2.41	\$5,104
Prisoner Transportation	(per property cost)		\$1.14	\$2,415
Accommodation	(per property cost)		\$3.68	\$7,794
Cleaning Services	(per property cost)			
			<u>\$418.25</u>	<u>\$885,844</u>
Total 2015 Calculated Cost before Phase-In Adjustment				
2015 Phase-In Adjustment Billing Summary				
2014 Forecasted Cost (excluding enhancements see below)	Total	\$803,997		
Actual 2015 Phase-In Adjustment		(total net decrease)		\$33,627
Total Billing for 2015			<u>\$402.37</u>	<u>\$852,217</u>

Removed the following from the 2014 Forecasted Costs:
2.00 Constables

OPP Annual Billing Statement

Mattawa Group of Four

Estimated costs for the period January 1 to December 31, 2015

Excluding Enhancements
(see notes)

			Cost per Property	\$
Base Service				
	<u>Property Counts</u>			
	Household	1,967		
	Commercial and Industrial	<u>151</u>		
	Total properties	<u>2,118</u>	\$200.51	\$424,680
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Total Billing for 2015			<u><u>\$402.37</u></u>	<u><u>\$852,217</u></u>

Removed the following from the 2014 Forecasted Costs:
2.00 Constables

Additional Notes to the "OPP Annual Billing Statement":

- The Annual Billing Statement for this group contract is based on the sum of the total of the cost estimates determined for the Town of Mattawa, the Municipality of Mattawan, the Municipality of Calvin and the Township of Papineau-Cameron.
- The Annual Billing Statement is determined based on the new OPP billing model effective January 1, 2015.
- The Annual Billing Statement is a statement of 2015 costs based on an estimate of salary and benefit costs. Salary and benefit costs are estimates and are subject to a final year end adjustment.
- As a result of the implementation of the new OPP billing model municipal policing costs are subject to Phase-in Adjustments for the calendar years 2015 to 2019. The 2015 phase-in adjustment is dependent on the final 2014 cost. Phase-in adjustments are subject to change and are based on an annual determination:
 - If the municipality is subject to an increase between the final 2014 cost and the 2015 cost, the increase will be capped to a maximum of \$40 increase per property. The capped increase of \$40 plus the growth factor per property cost will be applicable for each subsequent year until the full cost is realized.
 - The growth factor is a set per property cost for all municipalities dependent upon general increases in salary, benefits, support costs and other direct operating expenditures.
 - If the municipality is subject to a decrease between the final 2014 cost and the 2015 cost it will be limited to the per property reduction limit applicable to the year.
 - The per property reduction limit is an annual per property amount determined for all municipalities. The per property reduction limit is subject to change each year based upon the determination of the funding required to offset the capped increases for all municipalities.
- The phase-in adjustment for this group contract estimate is based on the total of the phase-in adjustments for each of the municipalities under the contract, i.e. Town of Mattawa, the Municipality of Mattawan, the Municipality of Calvin and the Township of Papineau-Cameron.

O.P.P. Contacts

Please forward any questions or concerns to Staff Sergeant Irving Sloss, Detachment Commander, North Bay Detachment or Sergeant Pamela Ford or Linda Davis, Contract Policing Analysts, OPP Municipal Policing Bureau General Headquarters.

Staff Sergeant Irving Sloss	(705) 495-3878
Sergeant Pamela Ford	(705) 329-6192
Linda Davis	(705) 329-6289

SCHEDULE "C"
ANNUAL BILLING STATEMENT

OPP Annual Billing Statement

Mattawa Group of Four

Estimated costs for the period January 1 to December 31, 2015

Excluding Enhancements
(see notes)

			Cost per Property	\$
Base Service				
	<u>Property Counts</u>			
	Household	1,967		
	Commercial and Industrial	<u>151</u>		
	Total properties	<u>2,118</u>	\$200.51	\$424,680
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	Total all municipalities	\$138,122,392		
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2015 Phase-In Adjustment Billing Summary				
2014 Forecasted Cost (excluding enhancements see below)				
	Total	\$803,997		
Actual 2015 Phase-In Adjustment				
	(total net decrease)			\$33,627
Total Billing for 2015			<u><u>\$402.37</u></u>	<u><u>\$852,217</u></u>

Removed the following from the 2014 Forecasted Costs:
2.00 Constables

Additional Notes to the "OPP Annual Billing Statement":

- The Annual Billing Statement for this group contract is based on the sum of the total of the cost estimates determined for the Town of Mattawa, the Municipality of Mattawan, the Municipality of Calvin and the Township of Papineau-Cameron.
- The Annual Billing Statement is determined based on the new OPP billing model effective January 1, 2015.
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 - The growth factor is a set per property cost for all municipalities dependent upon general increases in salary, benefits, support costs and other direct operating expenditures.
 - If the municipality is subject to a decrease between the final 2014 cost and the 2015 cost it will be limited to the per property reduction limit applicable to the year.
 - The per property reduction limit is an annual per property amount determined for all municipalities. The per property reduction limit is subject to change each year based upon the determination of the funding required to offset the capped increases for all municipalities.
- The phase-in adjustment for this group contract estimate is based on the total of the phase-in adjustments for each of the municipalities under the contract, i.e. Town of Mattawa, the Municipality of Mattawan, the Municipality of Calvin and the Township of Papineau-Cameron.

The term of this Agreement, made in 4 originally executed copies, is ~~from the 1st day of~~
January, 2015 to the 30th day of June, 2015.

**AGREEMENT FOR THE PROVISION OF POLICE SERVICES
UNDER SECTION 10 OF THE POLICE SERVICES ACT, R.S.O. 1990, c. P.15, as am.**

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES**

("Ontario")

OF THE FIRST PART

AND:

**THE CORPORATION OF THE TOWN OF MATTAWA
THE CORPORATION OF THE MUNICIPALITY OF MATTAWAN
THE CORPORATION OF THE MUNICIPALITY OF CALVIN
THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON**

(Herein after collectively called the "Mattawa Group")

OF THE SECOND PART

RECITALS:

- (a) Under s. 4(1) of the *Police Services Act*, R.S.O. 1990, c. P.15, as am., the Municipality is required to provide adequate and effective police services in accordance with its needs;
- (b) Under s. 5 of the *Police Services Act*, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with the Solicitor General under s. 10 of the Act;
- (c) Pursuant to Order-in-Council 497/2004, the powers assigned to the Solicitor General in law, including those set out in the *Police Services Act*, have been transferred to the Minister of Community Safety and Correctional Services; therefore, all references to the Minister of Community Safety and Correctional Services shall be deemed to include the powers previously exercised by the Solicitor General;
- (d) The Municipality has expressed its intent to provide police services, in pursuance of its responsibilities under s. 5 of the *Police Services Act*, by means of this Agreement, as evidenced by ~~by-law number 15-09~~, dated ~~January 26th~~ (a copy of which is attached as Schedule "A"); ₂₀₁₅

- (e) This Agreement reflects the intent of the parties to provide an adequate and effective level of police services for the Municipality as set out in the "Contract Policing Proposal," dated December 30, 2014 (attached as Schedule "B");

NOW THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The parties warrant that the recitals are true.

Definitions

2. In this Agreement:

- (a) "Annual Billing Statement" means a statement prepared by Ontario and submitted to the Board for review and to the Municipality for review and approval which contains:
- (i) the Municipality's police costs for the year following the year in which the statement is prepared, based on, among other items, an estimate of salary and benefit costs; and
 - (ii) a reconciliation of actual salary and benefit costs to those billed for the preceding year.
- (b) "Board" means The Mattawa Group Police Services Board.
- (c) "Commissioner" means the Commissioner of the O.P.P.
- (d) "Detachment Commander" means the O.P.P. officer in charge of North Bay Detachment.

General Provisions

3. Ontario shall provide adequate and effective police services in accordance with the needs of the Municipality in compliance with the terms and conditions of the Agreement. The Municipality shall pay Ontario for the police services provided under this Agreement in accordance with this Agreement.
4. The Commissioner shall ensure that the Detachment Commander responds appropriately to the Board's objectives and priorities for police services, developed after consultation with the Detachment Commander, pursuant to s. 10(9)(b) of the *Police Services Act*.
5. The Commissioner shall cause the Detachment Commander or his or her designate to report to the Board at mutually agreed upon intervals in accordance with the *Police Services Act* regarding the provision of police services in and for the Municipality. The O.P.P. will,

determine the information to be contained in the reports and the format in which they will be provided.

6. (a) For the purposes of s. 10(6) of the *Police Services Act*, the O.P.P. shall provide police services to the Municipality, including the enforcement of mutually agreed upon by-laws. The parties shall annually review this part of the Agreement with a view to revising or updating the list of by-laws requiring O.P.P. enforcement.
- (b) Municipal Building Code violations overseen by the Municipality's building code inspector and those by-laws related to animal control will not form part of this Agreement.

Service Levels

7. (a) Ontario shall cause the Commissioner to assign police officers and other persons to duties relating to the police services in and for the Municipality so as to provide the municipality adequate and effective policing services.
- (b) In the event that the Municipality requests services dedicated specifically to the municipality, it shall be responsible for all costs associated with those dedicated resources.

Liability of Ontario

8. The O.P.P. shall be liable for any damages that may arise as a result of any negligent acts or omissions of its members in the performance of this Agreement.

Provincial Services Usage

9. The O.P.P. as legislated by the *Police Services Act*, must be capable of providing provincial level response that can be mobilized for emergencies, disaster or specialized needs. The O.P.P. may meet this requirement by deploying resources that normally would be assigned to the Detachment that serves the Municipality. The O.P.P. shall ensure that in the event resources are deployed to a situation requiring provincial level response, appropriate resources remain available to the Detachment to provide adequate and effective policing to the Municipality. The use of O.P.P. officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

Equipment and Facilities

10. Ontario shall supply or cause to be supplied at Ontario's cost all vehicles and equipment reasonably necessary and appropriate for the use of the O.P.P. in providing police services under this Agreement.
11. The parties will enter into negotiations concerning the provision and payment of appropriate buildings and rental agreements, including, but not limited to, location, leasehold improvements, and capital costs.

Adequacy Standards Regulation

12. The O.P.P. shall undertake and be responsible for ensuring that all mandatory standards of adequate and effective police services as required by *Ontario Regulation 3/99* under the *Police Services Act* are met and maintained.
13. The Detachment Commander shall provide the Board with reasonable documentation, as agreed upon between the Board and the O.P.P., to allow the Board to evaluate the services and satisfy itself that adequate and effective standards and policies are in place.
14. It shall be the responsibility of the Board to monitor the delivery of police services to ensure that the provisions of the *Ontario Regulation 3/99* under the *Police Services Act* are satisfied on an ongoing basis.

Cost of Police Services

15. (a) On or before October 1st in each year, Ontario shall prepare and deliver to the Board for review and to the Municipality for review and approval, the Annual Billing Statement for the following year (Schedule "C"), together with sufficient documentation and information reasonably necessary to explain and support the billing.
- (b) The Municipality shall review the Annual Billing Statement upon receipt and, within 90 days of such receipt, shall approve the Annual Billing Statement or deliver to Ontario a request to review the Annual Billing Statement.
16. (a) In the event that the Municipality fails to approve or request a review of the Annual Billing Statement within 90 days of receipt, the Municipality shall be deemed to have approved the Annual Billing Statement.
- (b) In the event that the Municipality requests a review of the Annual Billing Statement as provided in this paragraph, the Annual Billing Statement shall be approved or amended and approved in accordance with Section 17.

17. Where the Municipality has delivered to Ontario a request to review the Annual Billing Statement, the Municipality shall carry it out expeditiously, and Ontario shall cooperate to permit such a review to be carried out. If the parties are unable to agree on the Annual Billing Statement, either party may submit the matter to the dispute resolution mechanisms set out in paragraphs 22 and 23. In the event that the Municipality delivers a request to review to Ontario, the Annual Billing Statement shall be deemed to apply during the period of review.
18. The Municipality shall make monthly installment payments to Ontario no later than the end of the month following the month for which payment is being made, each one being one twelfth of the Annual Billing Statement for that year. Any amounts which have become due and owing shall bear interest at the rate set by the Minister of Finance from time to time.
19. Ontario shall keep all records, statements of account, invoices and any other such documents necessary to support the Annual Billing Statement, and all such records shall be kept for a period of seven years. Ontario shall permit the Municipality, upon notice to Ontario, to examine all such records and books of account and conduct a review of the Annual Billing Statement.
20. Upon the approval or deemed approval of the Annual Billing Statement, as provided in this Agreement, adjustments shall be made in the amounts paid by the Municipality by installment so that (i) the total amount paid in respect of the preceding year is equal to the amount shown on the approved Annual Billing Statement and (ii) the installments for the year following the year in which the statement is prepared are each equal to one twelfth of the approved Annual Billing Statement. Any amounts payable by one party to the other shall be paid by means of a credit for the appropriate party in the remaining monthly billings for the year following the year in which the statement is prepared.
21. The parties agree that sections 132 and 133 of the *Police Services Act* will be applied as if the North Bay Detachment of the O.P.P. was a municipal police force, and as if the Detachment Commander was a Chief of Police.

Dispute Resolution Mechanisms

22. (a) The provisions of this paragraph apply in the event of a dispute between the Municipality and Ontario concerning financial and related issues arising out of the interpretation, application, administration, or alleged violation of this Agreement ("Financial Disputes") or between the Board and the O.P.P. concerning policing issues arising out of the interpretation, application, administration, or alleged violation of this Agreement ("Policing Disputes").
 - (b) In the event that a dispute arises, the Detachment Commander, or representative, and the Municipality or the Board, as the case may be, or their representative, shall meet within 30 days of such dispute arising and use all best good faith efforts to resolve the dispute.

- (c) If the dispute remains unresolved, the Regional Commander, or representative, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
 - (d) If the dispute remains unresolved, the Commissioner, or Deputy Commissioner, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
 - (e) If a Financial Dispute remains unresolved, the issue may be referred to mediation by either party, and each party shall use all best good faith efforts to resolve the dispute.
23. (a) Financial Disputes that cannot be resolved through any of the methods described within paragraph 22, may be referred to and settled by binding arbitration. The provisions of the *Arbitration Act, 1991* shall apply to any such arbitration, unless otherwise indicated below:
- i) The language of the arbitration shall be English.
 - ii) The place of the arbitration shall be the Town of Mattawa.
 - iii) Each party agrees that the arbitration shall be conducted in a summary manner to ensure a full hearing in a cost effective and efficient manner.
 - iv) Each party shall make prompt full disclosure to the other and, subject to the availability of an arbitrator the arbitration shall be commenced within 30 days of the conclusion of the meeting with the Commissioner, or the mediator, if applicable.
 - v) Each party shall be responsible for its own legal expenses and for an equal share of the fees and expenses of the arbitration and any other related expenses. Section 54 of the *Arbitration Act* shall not apply; the arbitrator shall have no right to make an award relating to costs.
 - vi) The parties shall have no right of appeal to a final decision of an arbitrator.
- (b) Policing Disputes shall not be subject to mediation or arbitration.
- (c) Neither party shall be entitled to proceed to mediation or arbitration until all of the meetings referred to in paragraphs 22 have been held, and each party undertakes to exert all best good faith efforts to resolve the dispute in those meetings.
- (d) Mediations or arbitrations of disputes conducted under this Agreement shall remain closed to the public. All parties to any dispute shall keep all details, admissions or communications made in the course of the dispute resolution process strictly confidential, nor shall such information be admissible in any legal proceeding, except as follows:
- i) on consent of all parties;
 - ii) as may be ordered by a court of competent jurisdiction;
 - iii) the final decision of the arbitrator may be released.

- (e) Each of the meetings outlined in paragraph 22 shall be commenced no earlier than 15 days, and concluded no more than 30 days, from the conclusion of the prior stage unless the parties otherwise agree.
- (f) Notwithstanding any of the above provisions, nothing in this Agreement shall be construed so as to give the Municipality or the Board the right to alter any policy of the O.P.P. or the Ministry. Nothing in this Agreement shall be construed so as to give the Municipality or the Board, the right to supercede or vary the duties and obligations of the Solicitor General pursuant to s. 3(2) of the *Police Services Act*, or of the Commissioner pursuant to s. 17 and s. 41 of the *Police Services Act*, and further, the rights of the Municipality and the Board pursuant to the Agreement are subject to the Municipality's obligations under s. 4 of the *Police Services Act*.

Detachment Commander Selection

- 24. The Detachment Commander shall be selected from a short-listed pool of candidates as determined by the O.P.P. in accordance with its relevant provincial policies. Following the formulation of the short-list, a joint committee consisting of Board members and persons nominated by the Commissioner, shall select the successful candidate in accordance with the process set out in the OPP's provincial policies.

Notice

- 25. Any notice, statement, invoice or account to be delivered or given by any of the below listed groups to any other of them shall be delivered to all other groups in writing and sent by mail addressed to those groups at their respective address as listed below, or sent by fax transmission to the fax number listed below. Any notice, statement, invoice or account sent by mail shall be deemed to be received on the third day following the date of mailing unless shown to the contrary and if sent by fax shall be deemed to be received on the date of transmission. Any group may change its address and fax number by giving notice provided herein:

- i) to Ontario addressed to: The Minister of Community Safety and Correctional Services, 25 Grosvenor Street, 11th Floor, Toronto, Ontario, M7A 1Y6, FAX number (416) 325-6067.
- ii) to the Commissioner addressed to: The Commissioner, Ontario Provincial Police, 777 Memorial Avenue, Orillia, Ontario, L3V 7V3, to the attention of the Manager, Municipal Policing Bureau, FAX number (705) 330-4191.
- iii) to the Municipality addressed to:

The Town of Mattawa, 160 Water Street, Mattawa, Ontario, P0H 1V0, FAX number (705) 744-0104.

The Municipality of Mattawan, P.O. Box 610, Mattawa, Ontario, P0H 1V0, FAX number (705) 744-4141.

The Municipality of Calvin, 1335 Peddlers Drive, R.R. #2, Mattawa, Ontario, P0H 1V0, FAX number: (705) 744-0309.

The Township of Papineau-Cameron, 4861 Highway 17 West, P.O. Box 630, Mattawa, Ontario, P0H 1V0, FAX number: (705)744-0434.

- iv) to the Board addressed to: The Mattawa Group Police Services Board, 160 Water Street, Mattawa, Ontario, P0H 1V0, FAX number (705) 744-0104

Commencement and Termination of Agreement

26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 1st day of January, 2015 and shall conclude on the 30th day of June, 2015.
27. Either party to this Agreement may terminate this Agreement upon one year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Municipality shall continue to be obligated to pay for the cost of providing police services under this contract to and including the date of such termination and Ontario shall continue to be responsible to provide the services outlined in this Agreement.
28. Should the Municipality's designated responsibility to provide policing under the *Police Services Act* be changed, either by statute or government interpretation, the Municipality maintains its right upon being so informed to give written notice of its intention to terminate this Agreement forthwith.

Entire Agreement

29. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

IN WITNESS WHEREOF, the Municipality has affixed its Corporate Seal attested by the signature of its duly authorized signing officers and the Minister of Community Safety and Correctional Services has personally signed this Agreement to be effective as of the date set out herein.

FOR ONTARIO

The Minister of Community Safety and Correctional Services

FOR THE CORPORATION OF THE TOWN OF MATTWA

Mayor, Reeve, etc. (as appropriate)

Chief Administrative Officer, or Clerk (as appropriate)Date signed by the Municipality:

FOR THE CORPORATION OF THE MUNICIPALITY OF MATTAWAN

Mayor, Reeve, etc. (as appropriate)

Chief Administrative Officer, or Clerk (as appropriate)Date signed by the Municipality:

FOR THE CORPORATION OF THE MUNICIPALITY OF CALVIN

Mayor, Reeve, etc. (as appropriate)

Chief Administrative Officer, or Clerk (as appropriate)Date signed by the Municipality:

FOR THE CORPORATION OF THE TOWN OF TOWNSHIP OF PAPINEAU-CAMERON

Mayor, Reeve, etc. (as appropriate)

Chief Administrative Officer, or Clerk (as appropriate)Date signed by the Municipality:
