

**THE CORPORATION TOWN OF MATTAWA**

**COMMITTEE: BY-LAW DEPARTMENT**

**CHAIRPERSON: COUNCILLOR L. ROSS**

**DEPT. HEAD: WAYNE P. BELTER**

**TITLE: HOSPITAL SMOKE FREE BY-LAW AMENDMENT**

Draft By-Law                       Item                       Policy Recommendation

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**Mayor D. Backer and Members of Council:**

Hôpital de Mattawa Hospital officials, with the support from the North Bay Parry Sound District Health Unit, are requesting the municipality amend By-Law # 08-25 (as amended) which is a By-Law to prohibit smoking at the Hôpital de Mattawa Hospital. The Hôpital de Mattawa Hospital has decided to go totally smoke-free on the entire property. The current By-Law # 08-25, as amended, will have to be amended again in order to meet the needs for a total smoke-free property. Some of the changes will be adding a Schedule "A" with legal descriptions of the property owned by the Hôpital de Mattawa Hospital; changing a few of the definitions and adding a section "signage required".

Therefore the following is recommended:

**Recommendation:**

That the Town of Mattawa adopts By-Law 13-22, which will amend By-Law # 08-25, as amended, in order to designate the entire property of the Hôpital de Mattawa Hospital as being smoke-free.

Respectfully submitted

Councillor L. Ross

**THE CORPORATION OF THE TOWN OF MATTAWA**

**BY-LAW NO. 13-22**

**BEING A BY-LAW TO REGULATE SMOKING  
IN PUBLIC PLACES AND WORKPLACES  
SMOKE FREE HOSPITAL BY-LAW**

**BEING** a By-law to amend By-law 08-25, as amended

**WHEREAS** Section 115 of the Municipal Act, 2001, S.O. 2001, c 25, as amended authorizes the Council of a local municipality to pass By-Laws to prohibit or regulate the smoking of tobacco in public places and workplaces within the municipality;

**AND WHEREAS** Section 10(2) of the Municipal Act, 2001, S.O. 2001, c 25, as amended authorizes the Council of a local municipality to pass By-Laws respecting health, safety, and well being of persons;

**AND WHEREAS** the Municipal Council was asked by the Hôpital de Mattawa Hospital Board of Directors, with the support from the North Bay Parry Sound District Health Unit to pass this By-Law.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF MATTAWA ENACTS AS FOLLOWS:**

1. That Section 1 definitions of By-Law No. 2008-25 is hereby amended to delete "Hospital Means the Mattawa Hospital; including but is not limited to any building, structure, vessel, vehicle, conveyance, property or parking lot" and insert "Hôpital de Mattawa Hospital means all properties owned or leased solely by the Hôpital de Mattawa Hospital, being the lands as set out in Schedule "A"" in lieu thereof.
2. That By-Law No.2008-25 is hereby amended to add the following to Section 1 Definitions:  
  
"Employer" means any person who, as the owner, proprietor, manager, contractor, superintendent, supervisor, overseer, receiver or trustee of any activity, business, work, trade, occupation, profession, project or undertaking who has control over or direction of, or is directly or indirectly responsible for the employment of a person therein.  
  
"Proprietor" means the person who controls, governs or directs the activity carried on within the premises designated as prohibited under this by-law and includes the person actually in charge of the premises at any particular time.
3. That Section 3 Exception of By-Law No. 2008-25 is hereby amended to delete " This by-law shall not apply to the area of hospital that is designated by the Mattawa Hospital Board of Directors as the Designated Smoking Outdoor Area" and inserting the attached Section 3 Signage Required in lieu thereof:

## **Signage Required**

- 3.1 Every proprietor and every employer in charge of any outdoor area designated as smoke-free under this by-law shall ensure that a sufficient number of signs as prescribed by sections 3 are conspicuously posted so as to clearly identify that smoking is prohibited. These signs shall be at least 14 centimetres (5.5 inches) by 14 (5.5 inches) in size that includes:
    - (i) A depiction of the international No Smoking symbol as set out in Schedule “B”, with at least 7.5 centimetres (3 inches); and
    - (ii) Lettering at least 0.8 centimetres (5/16 inch) high and at least 0.2 centimetres (1/16 inch) wide at the narrowest point; and
    - (iii) With the rest of the lettering sized proportionately, which reads “Town of Mattawa; Maximum Fine (\$5000).
  - 3.2 Where a No Smoking sign is required to be placed or posted under this by-law, the sign shall have the proportions, characteristics and minimum measurements as set out in Section 3.1 as depicted in Schedule “B” and shall consist of two (2) contrasting colours, or, if the lettering and graphic symbol is to be applied directly to a surface or to be mounted on a clear panel, the lettering and graphic symbol shall contrast with the background.
  - 3.3 Despite the fact that the symbol referred to in Schedule “B” is a cigarette, it shall include a lighted cigar, cigarette, pipe or any other lighted smoking equipment or product.
  - 3.4 Deviations from the colour or content of the signs prescribed by this section that do not affect the substance or that are not calculated to mislead do not vitiate the signs.
  - 3.5 Any sign prohibiting smoking that refers to a previous version of this By-Law or that fails to refer to a By-Law number is deemed to be referring to this By-Law.
4. That Section 7 of By-Law No. 2008-25 is hereby amended to delete “Mattawa Hospital” and to insert “Hôpital de Mattawa Hospital” in lieu thereof.
  5. That By-Law No. 2008-25 is hereby amended to add the following:  
  
SCHEDULE “A”, attached.
  6. That By-Law No. 2008-25 is hereby amended to add the following:  
  
SCHEDULE “B”, attached.

This By-Law comes into force the day it is enacted by Council.

READ, PASSED AND ADOPTED this 9<sup>th</sup> day of December, 2013.

  
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Mayor

  
\_\_\_\_\_  
Clerk

**SCHEDULE "A" to By-Law No. 13-22**

**CORPORATION OF THE TOWN OF MATTAWA**

The Hôpital de Mattawa Hospital includes the following properties:

MATTAWA CON 13 PT LOT13  
PLAN 1 RANGE K LOT 4 PT LOT  
3 PT WOOD ST RP 36R9686  
PARTS 1 TO 6 11 12 PT PARTS 7 AND 10

**SCHEDULE "B" to By-Law No. 13-22**

**CORPORATION OF THE TOWN OF MATTAWA**

**International No Smoking Symbol**



**MEMORANDUM OF UNDERSTANDING**

**Between**

**Corporation of the Town of Mattawa ("Town")**

**Hôpital de Mattawa Hospital ("Hospital")**

**and**

**North Bay Parry Sound District Health Unit ("Health Unit")**

**Concerning**

**Enforcement of the Corporation of the Town of Mattawa's by-law #08-25 and subsequent amending by-laws #09-20 and #13-22 ("by-law")**

**WHEREAS** on November 10, 2008, the Corporation of the Town of Mattawa passed by-law # 08-25 being a by-law to regulate smoking on the Mattawa Hospital property and subsequent amending by-laws #09-20, being a by-law to amend the set fines and #13-22, being a by-law to remove the designated smoking area;

**AND WHEREAS** within this by-law "Enforcement Officers" are defined as a Municipal Law Enforcement Officer appointed by the Town of Mattawa Municipal Council for the enforcement of this by-law, a Police Officer for the policing agency having jurisdiction in the Town of Mattawa for the enforcement of Municipal by-laws, and any Public Health Enforcement Officer employed by the North Bay Parry Sound District Health Unit who is also duly appointed by the Minister of Health for the enforcement of the Smoke-Free Ontario Act and Regulations thereto;

**AND WHEREAS** all the parties agree to support, in the manner set out below, the implementation efforts of this by-law:

**THE PARTIES, THEREFORE, AGREE AS FOLLOWS:**

**1. Between the date that this Memorandum of Understanding is entered into and December 31st, 2015, the Health Unit will:**

- a. work with representatives of the Town and the Hospital to ensure compliance with the by-law;
- b. advise the Town and the Hospital from time to time of the names of the Health Unit's Tobacco Enforcement Officers authorized by the Medical Officer of Health to carry out inspections under and to enforce the provisions of the by-law;
- c. conduct follow-up inspections on all complaints received about smoking on Hospital property and complete all document preparation required to prosecute any matters;
- d. place copies of the Town's smoke-free by-laws on the Health Unit's website; and
- e. ensure ongoing communication with the Town and the Hospital, including a written report at year-end on complaints, inspections, warnings, charges and/or pending prosecution under the by-law.

**2. Between the date that this Memorandum of Understanding is entered into and December 31st, 2015, the Town will:**

- a. work with representatives of the Hospital and the Health Unit to ensure compliance with the by-law;
- b. designate the Health Unit's Tobacco Enforcement Officers authorized by the Medical Officer of Health to enforce the provisions of the by-law as agents of the Town for the purpose of enforcing the by-law;
- c. place copies of the Town's Smoking by-law on the Town's website;
- d. communicate with the Hospital and the Health Unit regarding all amendments to the by-law; and
- e. be responsible for all legal services required for the prosecution of charges laid under the by-law, and for any costs associated therewith.

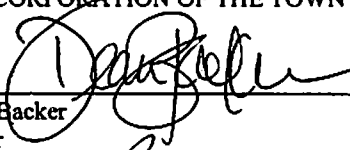
3. Between the date that this Memorandum of Understanding is entered into and December 31st, 2015, the Hospital will:

- a. work with representatives of the Town and the Health Unit to ensure compliance with the by-law;
- b. ensure ongoing communication with the Town and the Health Unit regarding the implementation of the by-law;
- c. permit access to the Hospital at all times to any person lawfully empowered to enforce the by-law for that purpose;
- d. ensure the cooperation of its employees in the enforcement of the by-law and prosecution of breaches of the same;
- e. post and maintain signs setting out such information relating to the prohibition of smoking of tobacco; and
- f. be responsible for the ongoing public education of the by-law.

4. The Parties shall meet from time-to-time during the effective period of this agreement to discuss adding additional terms to the agreement where the parties believe those terms are necessary.

5. The terms of this Memorandum of Understanding shall be effective from the date that it is entered into until December 31st, 2015. At the end of this time period this Memorandum of Understanding shall be reviewed and, if required, a further agreement shall be signed for a mutually agreeable period of time.

THE CORPORATION OF THE TOWN OF MATTAWA

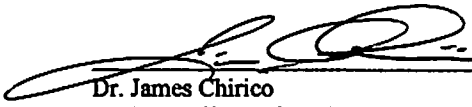
  
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Dean Backer  
Mayor

Jan 27/2014.  
Date

  
\_\_\_\_\_  
Wayne Belter  
Administrator/Clerk/Treasurer

January 27 2014  
Date

NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT

  
\_\_\_\_\_  
Dr. James Chirico  
Medical Officer of Health/Executive Officer

2014/01/10  
Date

MATTAWA HOSPITAL

  
\_\_\_\_\_  
Guy Chartrand  
Chief Executive Officer

Jan 20/14  
Date