

**THE CORPORATION OF THE  
TOWN OF MATTAWA**

**AGENDA**

**REGULAR MEETING OF COUNCIL  
MONDAY, MARCH 24<sup>TH</sup>, 2014  
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, MARCH 24<sup>TH</sup>, 2014 @ 7:00 P.M.**

- 1. Call to Order**
- 2. Disclosure of Pecuniary Interest and Nature Thereof**
- 3. Petitions & Delegations**
  - 3.1 David & Justine Beauchamp – Mattawa Blackhawks – Re: Introduction to Council
- 4. Correspondence**
  - 4.1 Ministry of Citizenship & Immigration – Re: 2014 Lincoln M. Alexander Award  
General Government Services Committee – Clerk
  - 4.2 Ministry of Natural Resources – Re: Natural Heritage Areas Online Map Application  
Environmental Services Committee – Clerk
  - 4.3 DNSSAB – Re: OCB Partner Engagement  
Social & Family Services Committee – Clerk
  - 4.4 TSSA – Re: Liquid Fuels Handling Code Adoption Document Amendment  
Recreation, Tourism & Special Projects Committee – Director of Recreation, Tourism &  
Special Projects Committee
  - 4.5 AMO – Re: OPP Policed Communities Update  
Protection to Persons & Property Committee – Clerk
  - 4.6 AMO – Re: March Countdown to Conference Update  
General Government Services Committee – Clerk
  - 4.7 Ministry of Tourism, Culture and Sport – Re: Celebrate Ontario Funding for Voyageur  
Days Festival  
Recreation, Tourism & Special Projects Committee – Director of Recreation, Tourism &  
Special Projects Committee
  - 4.8 AMO – Re: Weekly Watch File  
General Government Services Committee – Clerk
  - 4.9 AMO – Re: Federal Gas Tax Update  
Finance Committee – Clerk
  - 4.10 Ontario Parks – Re: 2014/15 Work Schedule for Algonquin Park Forest Management Unit  
Environmental Services Committee – Clerk

**Monday, March 24, 2014**  
**Correspondence – Cont'd**

- 4.11 Algonquin Park – Re: 2014/15 Work Schedule for the Ottawa Valley Forest  
Environmental Services Committee – Clerk
- 4.12 AMO – Re: Province Proposes Provincial Oversight of Municipal Government  
General Government Services Committee – Clerk
- 4.13 Anita Fortin/Multipurpose Complex Committee – Re: Pool & Spa Design Centre  
Recreation, Tourism & Special Projects Committee – Director of Recreation, Tourism &  
Special Projects Committee
- 4.14 City of North Bay – Re: Regional Mayors' Meeting Invitation for April 9, 2014  
General Government Services Committee – Clerk
- 4.15 AMO – Re: 2014 Council Challenges  
General Government Services Committee – Clerk
- 4.16 Mattawa Pharmacy – Re: Planned Upgrades to Main Street Pharmacy Building  
Building & By-law Department Committee – Clerk
- 4.17 Sequin Township – Re: Unfair Proposed OPP Funding Model  
General Government Services Committee – Clerk
- 4.18 Energy East Pipeline Project – Re: 2014 Emergency Response Calculation  
Environmental Services Committee – Clerk
- 4.19 Ministry of Aboriginal Affairs – Re: Administrator/Clerk/Treasurer Retirement from  
Municipal Advisory Committee  
General Government Services Committee – Clerk
- 4.20 FONOM – Re: Propane Transfer Facility Regulation  
General Government Services Committee – Clerk
- 4.21 Environmental Defence Canada – Re: Energy East Pipeline Project  
Environmental Services Committee – Clerk
- 4.22 Continuous Improvement Fund – Re: Request for Expressions of Interest Now Open  
General Government Services Committee – Clerk
- 4.23 North Bay-Mattawa Conservation Authority – Re: 2014 Budget & Levy Information  
Conservation Authority Committee – Clerk
- 4.24 Ontario Association of Fire Chiefs – Re: Essentials of Firefighting and Firefighting 101  
Fire Department Committee – Fire Chief

**Monday, March 24, 2014**  
**Correspondence – Cont'd**

- 4.25 North Bay-Mattawa Conservation Authority – Re: January 29<sup>th</sup> Meeting Minutes  
Conservation Authority Committee – Clerk
- 4.26 Ministry of Municipal Affairs & Housing – Re: 2014 Provincial Policy Statement  
Planning & Development Services Committee – Clerk
- 4.27 Papineau-Cameron Township – Re: Canada Day Sponsorship Funding  
Recreation, Tourism & Special Projects Committee – Director of Recreation, Tourism &  
Special Projects Committee
- 4.28 AMO –Re: Joint & Several Liability Reform  
General Government Services Committee – Clerk

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

**6. Municipal Report Number 685**

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

**7. Committee Reports**

**8. Questions from the Floor**

**9. New/Old Business**

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

**11. In Camera (Closed) None**

**12. Return to Regular Session**

**13. Adjournment**

Monday, March 24, 2014

Members of Council,

Attached please find Municipal Report Number 685 for consideration by Council.

Respectfully submitted

Wayne P. Belter  
Administrator/Clerk/Treasurer

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**THE CORPORATION TOWN OF MATTAWA**

**COMMITTEE: GENERAL GOVERNMENT SERVICES**

**CHAIRPERSON: COUNCILLOR L. MICK**

**DEPT. HEAD: DAVID J. BURKE**

**TITLE: ADOPTION OF THE MINUTES**

Draft By-Law

Item

Policy Recommendation

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

It is respectfully recommended to Council that the minutes of the Regular Meeting of Monday March 10, 2014 be adopted as circulated.

Councillor L. Mick

## THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the regular meeting of Council held Monday, March 10, 2014 at 7:00 p.m. in the Municipal Council Chambers.

Present: Mayor D. Backer  
Councillor L. Mick  
Councillor P. Dupras  
Councillor L. Ross  
Councillor M. L. Arrowsmith  
David J. Burke, Clerk  
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
4. Correspondence
5. No Questions/Comments about the Content of the Agenda
6. Municipal Report Number 684

Page No. 60

*It is respectfully recommended to Council that the minutes of the Regular Meeting of Monday March 10, 2014 be adopted as circulated.*

Carried

Page No. 61

*Attached is the Cheque Report for the month of February 2014 which is submitted for your approval.*

Carried

Page No. 62

*That the Memorandum of Settlement which resulted from the Collective Bargaining process between the municipality and CUPE Local 1465 be approved and the appropriate By-Law be prepared incorporating the changes into the Collective Agreement and be brought back to Council which will be in effect January 1, 2013 until December 31, 2016.*

Carried

Page No. 63

*That the full-time non-union staff and the Fire Department of the Corporation of the Town of Mattawa and Council be awarded a 2.0% wage increase effective January 1, 2013, 2.0% January 1<sup>st</sup>, 2014, 2.0% January 1<sup>st</sup>, 2015 and 2.0% January 1, 2016. Other administrative and insurance adjustments approved in the Collective Agreement and applicable to non-union staff will also be implemented. The salary increase will apply to the non-union full-time staff including the Administrator, Deputy Clerk-Treasurer, Accounting Clerk, Counter Clerk, Administrative Assistant, Recreation Director, Public Works Superintendent and the By-Law Enforcement Officer. The part-time Fire Chief, Deputy-Chief and the Volunteer Firefighter Point/Wage System and Stand-by Security System will also receive the monetary increase in addition to the Mayor and Councillors.*

Withdrawn with the Approval of Council

Page No. 64

*That the Town of Mattawa approve By-law 14-11 which is a By-law authorizing the signing of an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Rural Affairs under the Small, Rural and Northern Municipal Infrastructure Fund – Capital Program for the Brydges Street Water and Sewer Trunk Renewal Project.*

Carried

Page No. 65

*That the Town of Mattawa accept the offer to rent a Toshiba E-Studio 5520C Color Copier/Scanner at a cost of \$140.00 per month plus HST.*

Carried

Resolution Number 14-13

Moved by Councillor L. Mick

Seconded by Councillor L. Ross

*That the Municipal Report Number 684 be adopted.*

Carried

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

The regular meeting of Council Monday, March 10, 2014 adjourned at 7:37 p.m.

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Mayor

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Clerk

**THE CORPORATION TOWN OF MATTAWA**

**COMMITTEE: ELECTRICITY, GAS & TELEPHONE**

**CHAIRPERSON: COUNCILLOR P. DUPRAS**

**DEPT. HEAD: MARC MATHON**

**TITLE: HYDRO ONE RATES INCREASES SUPPORT RESOLUTION**

Draft By-Law

Item

Policy Recommendation

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

In the Correspondence section of the March 10, 2014 agenda,(4.9), there was a letter from the Municipality of West Nipissing requesting support to petition Hydro One's billing practices and the lack of customer service in response to having received approximately 2500 additional complaints. Our province's electricity rates are the highest of all other provinces in Canada and the Provincial Government's long-term energy plan indicates that the average monthly bill of \$125.00 will rise to \$178.00 within five years which demonstrates an increase of forty-two percent.

Council spoke of this request and suggested resolution of support was in order. Therefore the following is recommended:

**Recommendation:**

That the Town of Mattawa supports the Municipality of West Nipissing's position that the Province of Ontario's Premier and the Minister of Energy be petitioned to stop the planned Hydro One rate increase that will impose undue financial hardship on families and businesses, creating a negative impact in Northern Ontario. And, further that the Province of Ontario investigates alternatives including opportunities to purchase electricity from the Province of Quebec and/or distributed generation in order to lower the cost of providing electricity in Ontario.

Respectfully submitted

Councillor P. Dupras

**THE CORPORATION TOWN OF MATTAWA**

**COMMITTEE: GENERAL GOVERNMENT SERVICES**

**CHAIRPERSON: COUNCILLOR L. MICK**

**DEPT. HEAD: DAVID J. BURKE**

**TITLE: LUPUS AWARENESS MONTH PROCLAMATION**

Draft By-Law                       Item                       Policy Recommendation

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

In the correspondence section of the March 10, 2014 regular meeting of Council, a letter from Lupus Foundation of Ontario (4.17) requested support in promoting public awareness and advocacy for two very important events planned for this year which are World Lupus Day May 10<sup>th</sup> and the entire month of October as Lupus Awareness Month.

This is a very worthwhile cause as Lupus affects more than just the person diagnosed with the disease; it also impacts their family, friends and colleagues. It is widely under-recognized as a global health problem by the public, health professionals and governments which drives the need for greater awareness.

Council discussed this request and agreed a resolution of support would be appropriate.

**Recommendation:**

Be it resolved that the Town of Mattawa designate May 10, 2014 as World Lupus Day and also designate the entire month of October as Lupus Awareness Month.

Respectfully submitted

Councillor L. Mick

**THE CORPORATION TOWN OF MATTAWA**

**COMMITTEE: BY-LAW DEPARTMENT**

**CHAIRPERSON: COUNCILLOR L. ROSS**

**DEPT. HEAD: DAVID J. BURKE**

**TITLE: COMMUNITY LIVING REQUEST FOR FUNDRAISING  
BARBECUES ON MAIN STREET**

       Draft By-law                        X   Item                             Policy Recommendation

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

A letter was received from Community Living Mattawa (4.12 of March 10<sup>th</sup>, 2014 Agenda) requesting permission to hold two fundraising barbecues on the sidewalk in front of Foodland. The barbecues will be held on Friday May 16, 2014 from 10:00 am – 3:00 pm and on Friday August 29, 2014 from 10:00 am – 3:00 pm.

Monies raised from these fundraising initiatives will be applied to Community Living Mattawa’s Vehicle fund which will go towards the purchase of a wheelchair accessible van.

**Recommendation:**

That the Town of Mattawa authorizes Community Living Mattawa to conduct a barbecue on Main Street Friday May 16, 2014 from 10:00 am – 3:00 pm and on Friday August 29, 2014 from 10:00 am – 3:00 pm in order to raise money for Community Living Mattawa’s Vehicle Fund.

Respectfully submitted

Councillor L. Ross

## THE CORPORATION TOWN OF MATTAWA

**COMMITTEE:** RECREATION, TOURISM & SPECIAL PROJECTS

**CHAIRPERSON:** COUNCILLOR N. WALTERS

**DEPT. HEAD:** JACQUES BEGIN

**TITLE:** MATTAWA BLACKHAWKS NOJHL TEAM AGREEMENT

X  Draft By-law                            Item                            Policy Recommendation

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

The Corporation of the Town of Mattawa is very pleased to have hosted some very good and intense North Bay Trappers NOJHL hockey games in the past month. This is most likely the highest calibre hockey ever played at the Mike Rodden Arena and Community Centre with well coached and very disciplined players. The team’s intentions have been to locate the Trappers here in Mattawa for the long term.

The NOJHL Commissioner and Board members have attended games and are impressed with how well the Trappers have been greeted. They are also impressed with the Town’s citizens’ desire to have such high calibre hockey in Mattawa.

Mattawa is extremely fortunate to have been given this opportunity in hosting an NOJHL team at the Mike Rodden Arena and Community Centre. The team will be known as the **MATTAWA BLACKHAWKS** who will be a signature arena tenant which is every community’s goal.

The owner of the Mattawa Blackhawks has been in constant communications with the President of Mattawa Minor Hockey. MMHA has agreed to work hand in hand with the **BLACKHAWKS** regarding ice time, some fundraising, player development and assisting during on ice hockey practices. This will benefit our kids for the long term and hopefully have some of our local players making it all the way up to the NOJHL and beyond.

Season Ticket packages are being developed and promise to be very affordable to our citizens. The owner is looking to locate his family here and raise their children in Mattawa. The economic spin off is quite substantial with players being billeted, grocery purchases, fuel and bus contracts and more local spending. The **BLACKHAWKS** will provide great social activities hosting games in the NOJHL 10 team roster and will host various special activities and events throughout the year. As an example, the Town of Cochrane Ontario have been searching for a signature tenant for a number of years to play in their facilities and were ecstatic to announce an NOJHL franchise recently ( Story in the Timmins Press ).

A draft facility agreement was distributed for comment on March 10, 2014. Attached, please find the final agreement and signing by-law.

**Recommendation:**

That the Town of Mattawa adopts By-Law 14-12 which is a by-law authorizing the execution of a lease agreement with David and Justine Beauchamp, owners of the **MATTAWA BLACKHAWKS** NOJHL hockey team.

Respectfully submitted

Councillor N. Walters

# THE CORPORATION OF THE TOWN OF MATTAWA

## BY-LAW NUMBER 14-12

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

JUSTINE AND DAVID BEAUCHAMP o/a Mattawa Blackhawks  
Hereinafter referred to as the "TEAM"

and the

CORPORATION OF THE TOWN OF MATTAWA  
Hereinafter referred to as the "TOWN"

**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 Blackhawks NOJHL Junior "A" Hockey Team wishes to lease the ice surface in the Mike Rodden Arena and Community Centre as per the attached agreement, for a period of six years commencing the 24<sup>th</sup> day of March, 2014 and expiring on the 31<sup>st</sup> day of April, 2020. The intention not to renew or to renegotiate must be given by either party by December 31<sup>st</sup>, annually.

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

1. 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 \_\_\_\_\_ 2014.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

Schedule "A"  
to By-Law  
14-12

**FACILITY AGREEMENT**

This Agreement is made as of the March 24, 2014.

**BETWEEN:**

**Justine and David Beauchamp Operating As  
Mattawa Blackhawks**

(Hereinafter called the "TEAM") AND

**CORPORATION TOWN OF  
MATTAWA**

(Hereinafter called the "TOWN")

WHEREAS **Justine and David Beauchamp Operating As Mattawa Blackhawks** proposes to operate a NOJHL Junior 'A' Hockey Team (hereinafter called the "TEAM") in the **TOWN OF MATTAWA**

AND

WHEREAS the "TOWN" is prepared to permit **Justine and David Beauchamp Operating As Mattawa Blackhawks** operate an NOJHL "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 NOJHL 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 24 day of March, 2014, expiring on the 31st day of April, 2020. Intention not to renew or to renegotiate must be given by either in writing party by December 31<sup>st</sup>, annually.

2.2. This agreement shall be renewable at the end of the current term for 1 additional 4 year term 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 31<sup>st</sup>, annually.

### **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, 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.
- 3.3 All signage shall be subject to municipal bylaws.
- 3.4 It is understood that the **"TEAM"** with assistance from the **"TOWN"** shall jointly 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 and admission of the public to the Arena.
- 4.2 Advance game tickets will 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, work with Minor Hockey rink board advertising, wall advertisements, ice resurfer, on ice logos, step fascia signs. The **"TEAM"** also requests the exclusive rights to any other surfaces 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.

- 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.

**MATTAWA BLACKHAWKS**

Per: \_\_\_\_\_  
David Beauchamp President

Per: \_\_\_\_\_  
Justine Beauchamp Co-Owner

We have the authority to bind the Corporation.

**CORPORATION OF THE TOWN OF MATTAWA**

Per: \_\_\_\_\_  
Dean Backer, Mayor

Date: \_\_\_\_\_

Per: \_\_\_\_\_  
Administrator / Clerk Treasurer

Date: \_\_\_\_\_

We have the authority to bind the Corporation.

**THE CORPORATION TOWN OF MATTAWA**

**COMMITTEE: TRANSPORTATION SERVICES**

**CHAIRPERSON: COUNCILLOR P. DUPRAS**

**DEPT. HEAD: MARC MATHON**

**TITLE: DISPOSAL OF SURPLUS EQUIPMENT**

Draft By-Law                       Item                       Policy Recommendation

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

At the January 9<sup>th</sup>, 2014 regular council meeting, Council authorized staff to issue a tender for the sale / disposal of the 1987 Kodiak dump truck and the Recreation Department’s 1994 F-350 flatbed truck which were deemed as surplus.

Our advertisement attracted no bids for the 1994 F-350 and 2 bids for the 1987 Kodiak dump truck. Those bids are as follows:

Mr. Nelson McMartin	\$2,110
Mr. Kim Whalley	\$1,100

**Recommendation:**

That Council authorize the staff to complete the sale of the 1987 Kodiak dump truck to Nelson McMartin in accordance with the terms and conditions of the tender at a price of \$2,110. Further, that the 1994 F-350 be sold as scrap metal to a scrap metal recycler in North Bay consistent with our present practice of recycling metals.

Respectfully submitted,

Councillor P. Dupras