

**THE CORPORATION OF THE
TOWN OF MATTAWA**

AGENDA

**REGULAR MEETING OF COUNCIL
MONDAY, APRIL 14TH, 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, APRIL 14TH, 2014 @ 7:00 P.M.

1. Call to Order

2. Disclosure of Pecuniary Interest and Nature Thereof

3. Petitions & Delegations

3.1 Anita Fortin/Multi-Purpose Complex Committee – Re: Multi-Purpose Complex Plans

4. Correspondence

4.1 Teachers of English as a Second Language Association of Ontario – Re: Declaration of English as Second Language Week

General Government Services Committee – Clerk

4.2 Karl Neubert – Re: Support for CBC Radio Signal to North Bay

General Government Services Committee – Clerk

4.3 R.F (Russ) Powers – Re: OPP Billing Steering Committee Report Release

Protection to Persons & Property Committee – Clerk

4.4 FONOM – Re: March Newsletter

General Government Services Committee – Clerk

4.5 FONOM – Re: Northern Mayors Commend Minister Gravelle

General Government Services Committee – Clerk

4.6 North Bay Parry Sound District Health Unit – Re: Phase 1 Purchase of Land

Health Services Committee – Clerk

4.7 AMO – Re: Weekly Watch File

General Government Services Committee – Clerk

4.8 AMCTO – Re: Recognizing Municipalities for Outstanding Achievement

General Government Services Committee – Clerk

4.9 AMO – Re: Bill 69, The Prompt Payment Act

Finance Committee – Clerk

4.10 Ontario Parks – Re: Invitation to Participate in Forest Management Plan

Environmental Services Committee – Clerk

Monday, April 14, 2014
Correspondence – Cont'd

- 4.11 Town of Minto – Re: Resolution for Support to Municipalities
General Government Services Committee – Clerk
- 4.12 AMO – Re: Interest Arbitration Update
Finance Committee – Clerk
- 4.13 MPAC – Re: Newsletter
General Government Services Committee – Clerk
- 4.14 Ontario Power Authority – Re: Entry for 2014 Community Conservation Awards
Conservation Authority Committee – Clerk
- 4.15 AMO – Re: Integrated Service Delivery Symposium
General Government Services Committee – Clerk
- 4.16 FONOM – Re: North Welcomes Greater Cabinet Representation
General Government Services Committee – Clerk
- 4.17 FONOM – Re: Announcement of Proposed Changes to Ontario Building Code
Building Department Committee – Clerk
- 4.18 AMO – Re: Highlights of March 2014 Board Meeting
General Government Services Committee – Clerk
- 4.19 AMO – Re: New Building Canada Fund Announced
Finance Committee – Clerk
- 4.20 FONOM – Re: Greenpeace Defenders Highlight Dangers of Bill 83
General Government Services Committee – Clerk
- 4.21 AMO – Re: Weekly Watch File
General Government Services Committee – Clerk
- 4.22 Ontario Professional Planners Institute – Re: Call to Action, Planning for Active
Transportation
Planning & Development Services Committee – Clerk
- 4.23 Office of Regional Clerk – Re: Support for Motion on Ontario's Long Term Energy Plan
General Government Services Committee – Clerk
- 4.24 AMO – Re: Ontario Cabinet Shuffle Announced
General Government Services Committee – Clerk

Monday, April 14, 2014

Correspondence – Cont'd

- 4.25 Minister Responsible for Seniors Affairs – Declare June as Seniors' Month
General Government Services Committee – Clerk
- 4.26 AMO – Re: Changes to Broader Public Sector
General Government Services Committee – Clerk
- 4.27 Allan Aubin – Re: Permission to Install Privacy Fence
By-Law Department Committee – Clerk
- 4.28 AMO – Re: Weekly Watch File
General Government Services Committee – Clerk
- 4.29 AMO – Re: Calls for Rethink on Bill 69 The Prompt Payment Act
General Government Services Committee – Clerk
- 4.30 Corporation of the Township of Carlow/Mayo – Re: OPP New Billing in 2015
General Government Services Committee – Clerk
- 4.31 Wollaston Township – Re: Provincial Direction Regarding Development on Private Roads
Transportation Services Committee – Clerk
- 4.32 Corporation of the Town of Marathon – Re: Support for Resolution
General Government Services Committee – Clerk
- 5. Questions/Comments (public & Council) about the Content of the Agenda**
- 6. Municipal Report Number 686**
 - Minutes of Previous Meeting (s)
 - Presentation of By-laws/Resolutions
 - Adoption of Report
- 7. Committee Reports**
 - 7.1 Water Treatment Plant Ministry of Environment Inspection
 - 7.2 2013 Summary Waterworks Report
- 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, April 14, 2014

Members of Council,

Attached please find Municipal Report Number 686 for consideration by Council.

Respectfully submitted

Wayne P. Belter
Administrator/Clerk/Treasurer

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Date: MONDAY, APRIL 14TH, 2014

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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

Mayor D. Backer and Members of Council:

It is respectfully recommended to Council that the minutes of the Regular Meeting of Monday March 24, 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 24, 2014 at 7:00 p.m. in the Municipal Council Chambers.

Present: Mayor D. Backer
Councillor N. Walters
Councillor C. Lacelle
Councillor L. Mick
Councillor P. Dupras
Councillor 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
 - 3.1 David & Justine Beauchamp, owners of the Mattawa Blackhawks NOJHL Junior "A" Hockey Team introduced themselves to Council and highlighted their proposed plans for the upcoming Hockey Season of 2014/15 and beyond
4. Correspondence
5. No Questions/Comments about the Content of the Agenda
6. Municipal Report Number 685

Page No. 69

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. 70

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.

Carried

Page No. 71

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.

Carried

Page No. 72

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.

Carried

Page No. 73

*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.*

Carried

Page No. 74

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.

Carried

Resolution Number 14-14

Moved by Councillor L. Mick

Seconded by Councillor L. Ross

That the Municipal Report Number 685 be adopted.

Carried

7. Committee Reports
8. Questions from the Floor
9. New/Old Business
10. 2/3 (Special Resolutions – not previously circulated)

Resolution Number 14-15

Moved by Councillor C. Lacelle

Seconded by Councillor L. Mick

- 2/3 *That the Town of Mattawa hire Ms. Amy Honen to fill the Administrative Assistant position in the General Government Department on a six month contract. The hourly rate is \$16.48 per hour, 35 hours per week.*

Carried

11. In Camera (Closed) Session (None)
12. Return to Regular Session
13. Adjournment

The regular meeting of Council Monday, March 24, 2014 adjourned at 8:17 p.m.

Mayor

Clerk

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: FINANCE

CHAIRPERSON: COUNCILLOR C. LACELLE

DEPT. HEAD: DAVID J. BURKE

TITLE: FINANCIAL REPORT FOR THE MONTH OF MARCH

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

That the disbursements for the month of March 2013 in the amount of \$440,293.83 be adopted as submitted.

Respectfully submitted

Councillor C. Lacelle

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: BY-LAW DEPARTMENT

CHAIRPERSON: COUNCILLOR L. ROSS (Food Bank Representative)

DEPT. HEAD: DAVID J. BURKE

TITLE: MATTAWA AND AREA FOODBANK MEMORANDUM OF UNDERSTANDING

X Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

The Mattawa and Area Food Bank and the Town of Mattawa have jointly worked together to prepare a Memorandum of Understanding in order to transfer ownership and title of the Food Bank building to the Town for \$1.00. Under this agreement, the Food Bank shall retain ownership of all food and clothing and other items and the Town shall retain ownership of the buildings.

The Mattawa and Area Food Bank has reviewed the draft Memorandum of Understanding and are in agreement with the terms. This Memorandum of Understanding will formalize both parties intentions and a By-law is attached for council approval.

Recommendation:

It is therefore recommended that By-law 14-13 be approved permitting the Mayor and Clerk of the Corporation of the Town of Mattawa to sign the 'MEMORANDUM OF UNDERSTANDING' Schedule "A" with the Mattawa and Area Food Bank.

Respectfully submitted

Councillor L. Ross

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NO. 14-13

WHEREAS the Mattawa and Area Food Bank and The Town of Mattawa wishes to enter into an agreement, in the form of a Memorandum of Understanding which outlines the respective responsibilities and expectations for the ownership of the buildings located at 450 Hurdman Street, Mattawa, Ontario.

AND WHEREAS the Town of Mattawa wishes to lease the land upon which the Food bank is located to the Board for \$1.00 per year.

NOW THEREFORE be it enacted:

1. That the Corporation Town of Mattawa sign a Memorandum of Understanding, which is attached as Schedule "A" to this By-law with the Mattawa and Area Food Bank.
3. That the Mayor and Clerk are authorized to sign the appropriate documentation.

READ, PASSED AND ADOPTED this _____ day of _____ 2014.

Mayor

Clerk

MEMORANDUM OF UNDERSTANDING

between the

Mattawa And Area Foodbank
Hereinafter referred to as "the Board"

and the

Corporation of the Town of Mattawa
Hereinafter referred to as "the Town"

WHEREAS the Mattawa and Area Foodbank, "the Board" owns the Mattawa Foodbank buildings and the Corporation of the Town of Mattawa, "the Town" owns the property where the Foodbank is located; and

WHEREAS, the Town leases the land upon which the Foodbank is located to the Board for \$1.00 per year; and

WHEREAS, the Board is a not-for-profit charitable organization committed to providing charity and services to the people of Mattawa and area at no cost to qualifying individuals; and

WHEREAS the Board and the Town both believe it is in their mutual interest to work cooperatively and amicably to sustaining the Foodbank operations;

NOW THEREFORE, consistent with their roles in providing charitable services to the people of Mattawa and Area, the Board and the Town agree to collaborate on the terms of this Memorandum of Understanding as follows:

1. FOODBANK PROGRAMS

The Board will continue to operate Foodbank programs and maintain all food and clothing items in a safe, clean and orderly manner. The Board will continue to manage all volunteers and students.

2. OWNERSHIP OF BUILDING AND STOCK ITEMS

The Board agrees to transfer ownership and title of the building to the Town for \$1 but will retain ownership of all food and clothing and other items as seen fit. The Town shall retain ownership of the buildings should the Board fold or cease to exist.

3. BUSINESS OPERATIONS

A) Board Responsibilities

The Board will earn and retain all revenue generated from donations, fundraising events and grants and will pay for any and all costs and wages (if any) of students and other business operational costs (eg – cleaning, telephone, internet, office costs, program costs etc). The Board promises to operate the building utilities in a very frugal and cost effective manner in the same manner as if they were if they were responsible for paying said utilities. The Board shall bring all refuse to the appropriate garbage bin and recyclables to the recyclable bin. The Board shall ensure that the buildings are always kept clean and safe at all times. The Board will continue to operate the Foodbank according to its own policies and procedures. Any and all outdoor signage **MUST** be pre-approved by the Town. The dates and hours of operation shall be determined by the Board. The Board shall carry its own liability insurance no less than \$1,000,000.00 and shall name the Town shall not be held liable in any way for any injury or damages resulting because of a safety risk or activities of any kind by the Board. The Board shall not sublet, lease or rent or in any way transfer the use or space of the Foodbank buildings.

B) Town Responsibilities

The Town will pay all normal expenses associated with normal operations of the building such as taxes, utilities, insurance and other normal costs and shall provide snow removal, waste removal and recycling. The Town will carry out any repairs in a timely manner and be responsible for the costs **UNLESS** the damages are caused as a result of misuse. The Town reserves the right to have a Town representative on the Foodbank Board of Directors. The Town reserves the right to ensure cleanliness for health and safety purposes and that the buildings are used in a safe manner at all times. In the interest of public safety, the Town may enter the Buildings at any time and in any manner without advisement or formal notice.

C) In the unlikely event that the Foodbank buildings are not used and maintained in a clean and safe manner, and repairs are required on a repeated basis because of misuse, the Town may cancel this MOU without liability.

4. FUNDING APPLICATIONS

The Board will continue to apply for grants to improve and expand upon its services as seen fit and meets within the mandates of the Foodbank's charitable services and grants that relate to summer students and any other Foodbank employees. The Board will apply for grants that improve or expand upon the Foodbank facility and charitable services.

5. BOARD DONATIONS

The Board will retain its not-for-profit status and be free to solicit donations towards its charitable services. Donations for building improvements will accrue to the Town, if the Town solicits them, or, the donor specifies.

6. RENEGOTIATING AGREEMENT

Should either the Town or the Board wish to rescind this agreement, they shall be free to do so on January 1, annually. At that time should the Town want to transfer title of the Foodbank buildings back to the Board they shall be free to do so for the sum of \$1.00. If the Board initiates the action to regain title of the Foodbank buildings, the Town will sell it back to them for the sum of \$1.00, providing the Board will bear all legal costs and costs of transfer and will repay the Town of Mattawa all costs of building upgrades paid by the Town of Mattawa, excluding upgrades paid by grants.

7. GENERAL PROMISIONS

Both parties recognize the collaborative nature of the relationship contemplated in this Memorandum of Understanding, and shall provide assistance to each other, consistent with this Memorandum of Understanding.

The undersigned agree to the terms of this Memorandum of Understanding.

_____ Date: _____
Mattawa and Area Food bank Representative

_____ Date: _____
Mattawa and Area Food bank Representative

_____ Date: _____
Mayor Dean Backer – Town of Mattawa

_____ Date: _____
Administrator/Clerk/Treasurer – Town of Mattawa