

**THE CORPORATION OF THE
TOWN OF MATTAWA**

AGENDA

**REGULAR MEETING OF COUNCIL
MONDAY, SEPTEMBER 9TH, 2013
7:00 P.M.**

**MUNICIPAL COUNCIL CHAMBERS
160 WATER STREET
MATTAWA, ONTARIO**

THE CORPORATION OF THE TOWN OF MATTAWA
A G E N D A
MUNICIPAL COUNCIL CHAMBERS
160 WATER STREET
MATTAWA, ONTARIO
MONDAY, SEPTEMBER 9TH, 2013 @ 7:00 P.M.

- 1. Call to Order**
- 2. Disclosure of Pecuniary Interest and Nature Thereof**
- 3. Petitions & Delegations**
- 4. Correspondence**
 - 4.1 Near North Crime Stoppers – Re: 10th Annual Gala Evening Invitation
General Government Services Committee – Clerk
 - 4.2 Vic Fedeli, MPP Nipissing – Re : Chisholm Township Resolution
General Government Services Committee - Clerk
 - 4.3 Ministry of Energy – Re: Ontario’s Long-Term Energy Plan Review Update
Environmental Services Committee – Clerk
 - 4.4 Union Gas – Re: Ontario Energy Board Application
Electricity, Gas & Telephone Committee – Clerk
 - 4.5 Cassellholme – Re: Municipality’s 2013 Payment Levy
General Government Services Committee – Clerk
 - 4.6 City of North Bay – Re: 27th Annual Northern Ontario Business Awards Program
General Government Services Committee – Clerk
 - 4.7 CUPE Ontario – Re: Child Care Worker & Early Childhood Educator Appreciation Day
General Government Services Committee – Clerk
 - 4.8 Mattawa Christian Life Pentecostal Church – Re: 30 years of Ministry Celebration
General Government Services Committee – Clerk
 - 4.9 Ministry of Energy – Re: Municipal Energy Plan Program Launch
General Government Services Committee – Clerk
 - 4.10 North Bay Parry Sound District Health Unit – Re: 2012 Annual Report
Health Services Committee – Clerk
 - 4.11 Township of Baldwin – Re: Request for Resolution of Support
General Government Services Committee – Clerk

Monday, September 9, 2013

Correspondence – Cont'd

4.12 Trans Canada – Re: Proposed Energy East Project
General Government Services Committee – Clerk

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

6. Municipal Report Number 673

- **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)

Council will proceed in Camera in order to discuss a matter pertaining to personal matters about an identifiable individual, including municipal or local board employees;

12. Return to Regular Session

13. Adjournment

Monday, September 9, 2013

Members of Council,

Attached please find Municipal Report Number 673 for consideration by Council.

Respectfully submitted

Wayne P. Belter
Administrator/Clerk/Treasurer

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Date: MONDAY, SEPTEMBER 9TH, 2013

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THE CORPORATION TOWN OF MATTAWA

COMMITTEE: GENERAL GOVERNMENT SERVICES

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: WAYNE P. BELTER

TITLE: ADOPTION OF THE MINUTES

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

It is respectfully recommended to Council that the minutes of the Regular Meeting of Monday August 26, 2013 be adopted as circulated.

Councillor L. Mick

THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the regular meeting of Council held Monday, August 26, 2013 at 7:00 p.m. in the Municipal Council Chambers.

Present: Mayor D. Backer
Councillor N. Walters
Councillor C. Lacelle
Councillor P. Dupras
Councillor M. L. Arrowsmith
Wayne P. Belter, Clerk

*When a recorded vote is requested and the minutes indicate the recorded vote was "Unanimous" it means all Councillors present and noted above voted in favour unless otherwise indicated.

1. Meeting Called to Order
2. No Disclosure of Pecuniary Interest and Nature Thereof
3. Petitions & Delegations
4. Correspondence
5. No Questions/Comments about the Content of the Agenda
6. Municipal Report Number 672

Page No. 144

It is respectfully recommended to Council that the minutes of the Regular Meeting of Monday August 12, 2013 be adopted as circulated.

Carried

Page No. 145

That the Council of the Town of Mattawa accepts the resignation of Councillor Lise Perreault and declares the seat of one (1) Councillor as vacant. Council shall fill the vacancy as per Section 263(1) (a) of the Municipal Act, as amended, by appointing a person who has consented to accept the office if appointed, and Council directs the Clerk to complete an appointment process as provided and explained at the Committee of the Whole meeting August 21, 2013 and attached as Schedule "A" to this resolution.

Carried

Page No. 146

That Council authorize the Administrative Assistant, Francine Desormeau to register and attend the one-day Energy Management Planning Workshop on October 16, 2013 in Sudbury at a cost of \$400.00 plus HST and travel expenses. Normal travel policy will apply.

Carried

Page No. 147

That the Town of Mattawa endorses and supports the future development of Mr. Ron Montreuil's Garnet Mining Operation to be located in Mattawan Township, Ontario and the Town of Mattawa looks forward to seeing this project come to fruition.

Carried

Page No. 148

That Council authorizes and permits an eight foot fence around the swimming pool at the property known as 410 McConnell Street excluding the front yard. Normal front yard By-Law requirements will be observed.

Carried

Page No. 149

It is therefore recommended that Jacques Begin attend the NeORA Educational Forum and Trade Show in Timmins Ontario Sept 23 – 26, 2013.

Carried

Recorded Vote for Page No. 149 and the vote was as follows:

Voting For: Mayor D. Backer, Councillors C. Lacelle, P. Dupras, M. L. Arrowsmith

Voting Against: Councillor N. Walters

Resolution Number 13-30

Moved by Councillor C. Lacelle

Seconded by Councillor P. Dupras

That the Municipal Report Number 672 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 – N/A
13. Adjournment

The regular meeting of Council Monday, August 26, 2013 adjourned at 7:31 p.m.

Mayor

Clerk

Date: MONDAY, SEPTEMBER 9TH, 2013

Page No: 154

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: FINANCE

CHAIRPERSON: COUNCILLOR C. LACELLE

DEPT. HEAD: WAYNE P. BELTER

TITLE: AUGUST 2013 CHEQUE REPORT

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

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

Respectfully submitted

Councillor C. Lacelle

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: GENERAL GOVERNMENT SERVICES

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: WAYNE P. BELTER

TITLE: PURCHASE OF COMPUTER HARDWARE FOR MUNICIPAL OFFICE

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

In 2004, the municipality replaced its General Government computer server after experiencing system problems. Nine years later, our now outdated server has almost reached its maximum storage capacity, is slowing down and causing staff as well as our software consultant to spend additional time on a regular basis dealing with computer system issues. The purchasing of a new server or system solution will improve efficiency, provide much better security and it would reduce the likelihood of our system crashing. If we have a major disruption it would shut down our municipal operation while repairs were carried out.

After discussions with Baker and Associates, our software consultant, and Smile Information Services (SIS), we have three (3) possible options to consider.

- Option #1:** purchase three (3) desktops, using one as a server and replacing two (2) staff desktops which are more than 7 years old and having issues of their own. A backup system and installation including network reconfiguration would also need to be done. This option is estimated to be approximately \$7,915.00 (Hardware \$4,762 and Installation \$3,153).

- Option #2:** replace two (2) desktops as mentioned above and purchasing a new dedicated server replacing what we have now. A backup system and installation including network reconfiguration would be required for an estimated cost of \$9,440.00 (hardware \$6,287 and Installation \$3,153).

- Option #3:** investment in state of the art server with a small business server 2013 operating license which would have all the bells and whistles and heightened security. All software would be on the server and files would be stored there from staff. This option would be in excess of \$20,000.

Staff are recommending a course of action which would be Option#1 conditional upon it working effectively. If not the dedicated server option as noted in Option #2 would then be necessary.

Recommendation:

That the Town of Mattawa update its computer system, implementing Option #1 above at a cost estimated to be \$8,000.00.

Respectfully recommended

Councillor L. Mick

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: GENERAL GOVERNMENT SERVICES

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: WAYNE P. BELTER

TITLE: GEOGRAPHIC INFORMATION SYSTEMS AGREEMENT

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

Seventeen municipalities from the Nipissing Parry Sound Area participated in the Blue Sky Municipal Geographic Information Partnership since 2006 and shared a 1.7 million dollar program with eighty percent funding from the Federal Government and twenty percent being the participating municipalities' share.

As demonstrated and explained at the August 12, 2013 Council meeting the program is now complete with the GIS system and service being integrated into our municipal systems in the areas of Planning, Buildings, Fire, Public Works, General Administration and Finance/Asset Management.

By being a member of the seventeen municipalities group the delivery of GIS services is helping make this technology affordable and sustainable. The funding program is now ending and contracts are required to go forward and be able to continue utilizing the information systems.

The proposal is to continue the application of the technology and continue using the services of CGIS at a yearly cost, as previously paid, which is \$9,699.00 per year. In addition the program is providing a rebate of surplus money from the program in the amount of \$8,379.23 which will be applied to the first year of the extended contract. CGIS has provided a contract for the municipality to sign which will continue the contractual arrangement for the next three years.

Recommendation:

That the Town of Mattawa approves By-law 13-17, which is a by-law authorizing a contract extension for Geographic Information System services with CGIS at a cost of \$9,699.00 per year for three years.

Respectfully recommended

Councillor L. Mick

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW 13-17

BEING a By-law authorizing the signing of an agreement with the Centre for Geographic Information Systems for the provision of Spatial Land Information Management System Services.

WHEREAS the implemented shared GIS System and Service has become an essential service for our municipality in the areas of Planning, Building, Fire, Public Works, General Administration and Finance/Asset Management.

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

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

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

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

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

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

Mayor

Clerk

AGREEMENT FOR
Providing
Spatial Land Information Management System (SLIMS) SERVICES

To the Town of Mattawa
Made this 1st day of October, 2013

BETWEEN:

The Town of Mattawa
{Hereinafter referred to as the Corporation}

OF THE FIRST PART

AND:

the Centre for Geographic Information Systems
{Hereinafter referred to as CGIS}

OF THE SECOND PART

WHEREAS the authority is given under the Municipal Act for the Corporation to engage in contracts for the purposes of providing services;

AND WHEREAS the Corporation requires the provision of technical services to assist the Corporation in improving its current mapping and the provision of web-enabled GIS services;

AND WHEREAS the Corporation has requested CGIS to render certain technical mapping services;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual promises and covenants contained herein, the Corporation and CGIS mutually agree as follows:

1. That CGIS agrees to provide and carry out technical mapping and data creation services as per the Corporation's requirements. Such services shall be carried out in an expeditious and professional manner. These services and resulting deliverables shall involve the following:
 - A) CGIS will act as the Corporation's Application Service Provider for SLIMS and will provide a web-enabled, SLIMS application that facilitates spatial data sharing across multiple departments in the Corporation.
 - B) CGIS will develop and implement, in cooperation with the Corporation, an Electronic Data Update Management System (EDUMS) for the purpose of maintaining and updating both the Corporation's digital parcel mapping and Primary Assessment Database.
 - C) CGIS will provide and from time to time develop and provide to the Corporation services that are integrated with SLIMS Modules under this contract. Those modules are more generally described in Schedule B.
 - D) Training and Support:
In addition to the features described in Schedule A, CGIS will provide the following.

During regular business hours, unlimited Training, On-line Telephone, "Tips and Tricks", e-mail, live NetMeeting, FAQ and Onsite support are to be available to the Corporation Staff provided the Corporation establishes a "Key Contact Support Model". The Model is predicated on the following principles.
 - One prime user (Key Contact) is to be established per department
 - The Key Contacts are to be trained by CGIS as "expert" users of the GIS system
 - The primary (first-line) help source for departmental staff is the Key Contact.
 - Users are encouraged to seek assistance quickly if a challenge is encountered.
 - Questions / concerns requiring action by CGIS are to be forwarded to CGIS by the Key Contacts.
2. That CGIS agrees to surrender to the Corporation upon completion of the contract, ownership of the deliverables as described under Section 1 of this agreement.
3. That for the purposes of this contract, the deliverables shall include all hardcopy and digital data either provided to CGIS by the Corporation or created by CGIS for the Corporation, but shall exclude any related SLIMS digital coding created by CGIS.
4. That CGIS agrees to provide and carry out the technical mapping services in a timely fashion as per the requirements of the Corporation.
5. That the completion of the services shall be supervised and directed by the Administrator/Clerk/Treasurer for the Corporation.
6. That the Administrator/Clerk/Treasurer, for the Corporation shall review monthly invoices and where in his discretion they are reasonable and in accordance with the terms of this agreement, shall direct payment of the invoice in a timely fashion as detailed in Schedule C.
7. That CGIS agrees to complete the required services within the limits listed below.
Harmonized Sales Tax is to be added to all contracted services as detailed in Schedules B and C.

8. That in the event of any dispute with respect to the payment of invoices which cannot otherwise be resolved between CGIS and the Corporation, both CGIS and the Corporation hereby agree to submit the matter to an impartial arbitrator under the Arbitrations Act whose decision shall be final and binding.
9. Neither party may assign this agreement without the prior written consent of the other.
10. The Corporation may, with the consent of CGIS at any time following the execution of this agreement and the commencement of the associated services, delete, increase, extend, vary or otherwise alter the services associated with this agreement provided such changes are agreed to in writing by both parties.
11. CGIS shall disclose any pecuniary interest, direct or indirect, to the Corporation. The Corporation shall have the right to decide whether such interest constitutes a conflict of interest and shall have the exclusive right to terminate this agreement should such a determination be made or to utilize another firm to perform the services.

12. Termination

A. Termination Upon completion of the Agreement

Either party may cause this agreement to be terminated upon completion of either an Initial Service Period or at the end of any Renewal Term by notifying the other in writing of such intention no later than thirty (30) days prior to the end of either the Initial Period or the Renewal Term, as the case may be.

B. Termination for Breach of Agreement

- a. Either the Corporation or CGIS, may for breach by either party of any term(s) of this agreement, at its absolute discretion, in addition to all other rights and remedies under this agreement and in law, prior to the end of any Agreement term either terminate this agreement or suspend delivery of any or all services upon delivery of thirty (30) day's written notice by either party to the other party.
- b. If within thirty (30) days after delivery of such notice by a party, the party has not either corrected such failure, or in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the notifying party may, at its option, place the receiving party in default and the Agreement shall terminate on the date specified by such notice.
- c. Upon receipt of notice by CGIS under section 15 b. of the Agreement, CGIS shall perform no further services other than those reasonably necessary to close out the services. CGIS shall be entitled only to payment for services performed to the time of termination, together with payment for services to be reasonably necessary to close out the services, as determined by agreement between the Corporation and CGIS.
- d. Upon receipt of notice by Corporation under section 15 b of the Agreement, any and all payments required to be made to CGIS by Corporation shall be due and payable immediately. Termination of this Agreement shall not relieve the Corporation from any liability, including amounts owing, or accrued prior to the time that such termination becomes effective.
- e. Either party shall be entitled to terminate this Agreement immediately with notice in the event of the other party's insolvency, receivership or voluntary or involuntary bankruptcy, or in the event that CGIS or the Corporation ceases to offer the services.

13. Notice

Any notice to be provided under Section 12 shall be provided to the following

The Corporation:
Administrator/Clerk/Treasurer
160 Water Street, P.O. Box 390
Mattawa, Ontario P0H 1V0

CGIS:
Mr. Jim Peden
CGIS
52 South Street
Perth, ON K7H 2G7

14. Errors and Omissions Requirements

That CGIS agrees to maintain professional liability insurance (errors and omissions) in the minimum amount of \$2,000,000 for the life of the project. The Corporation may request that CGIS provide proof of same and to include the Corporation as an additional insured party prior to engagement of services.

15. Information Rights and Agreement

That CGIS agrees to surrender to the Corporation upon completion of the Agreement, ownership of the information as described under the Information Rights and Agreement clause of this agreement.

- a. CGIS will keep a record of the Corporation Information furnished to it, in any medium other than oral, and of the location of such Information. All copies of the Information prepared by CGIS or its Representatives under the terms of this Agreement will be returned to Corporation immediately upon its request. Upon the request of Corporation, CGIS will provide a certificate certifying as to the complete return of all Information in accordance with the terms of this paragraph.
- b. All Information relating to the business and affairs of Corporation, including without limitation, all manuals, documents, reports, equipment, working material, data and mapping (both hard and soft copy) either supplied to CGIS by Corporation or created for Corporation by CGIS Spatial Systems are for the benefit of Corporation and are and shall remain the property of Corporation only.
- c. CGIS will keep all of the Information disclosed or delivered to it, whether electronically stored or in a tangible form in a safe and secure environment and will make reasonable efforts to protect and keep safe all of the Information disclosed from any sale, loss, harm, theft, unauthorized use, tampering, sabotage, unauthorized duplication, destruction, addition, deletion, damage or interference.
- d. CGIS acknowledges that the Information may be confidential and is a valuable asset of Corporation and all interest in the Information (including, without limitation, all copyright, trade-marks, trade secrets, patents and industrial designs) is and at all times remains the exclusive property of Corporation.
- e. Access to Corporation data is restricted to Corporation specified users and is not to be available to any other party, or to become part of any other CGIS service, unless negotiated through formal data sharing agreements, or to be used in any CGIS product demonstration without specific Corporation approval.
- f. Contravention of data restrictions specified in Clause 15e of this Agreement may result in the termination of the Agreement at the option of the Corporation.

Surrender of Information

- g. That CGIS agrees to surrender to the Corporation upon completion of the Agreement, ownership of the Information as described in the "Information Rights" section noted above in this agreement.
- h. That for the purposes of this Agreement, the Information shall include all hardcopy and digital data either provided to CGIS by the Corporation or created by CGIS for the Corporation, but shall exclude, unless otherwise specified by separate agreement, any SLIMS-related application coding or SLIMS-related documents or SLIMS-related Information created by CGIS for the purposes of this Agreement.
- i. The Corporation acknowledges that all SLIMS and SLIMS-related application coding Information is confidential and is a valuable asset of CGIS and that all interest in the Information (including, without limitation, all copyright, trade-marks, trade secrets, patents and industrial designs) is and at all times remains the exclusive property of CGIS

16. Limitation of Liability

Except for liability resulting from CGIS indemnification obligations under Clause 11, Indemnities, in no event shall either party be liable to the other for any loss of profits, revenues, customers or contracts, loss of or use of equipment, loss of data, business interruption or for any indirect, consequential, incidental, special, punitive or exemplary damages howsoever caused or arising under this Agreement even if such party has been advised of the possibility of same or even if same were reasonably foreseeable.

17. Indemnities

- a) CGIS shall indemnify and save harmless the Corporation from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner upon, occasioned by or attributable to any injury to or death of a person or damage or loss of property arising from any willful or negligent act, omission or delay on the part of CGIS, its servants or agents in performing the Contract or as a result of the Contract.
- b) CGIS shall indemnify the Corporation from all costs, charges and expenses whatsoever that the Corporation incurs in or about all claims, actions, suits, and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent, or registered industrial design resulting from the performance of obligations under this Agreement by CGIS.
- c) The CGIS liability to indemnify or reimburse the Corporation under the Agreement shall not affect or prejudice the Corporation from exercising any other right under law.

18. Force Majeure

Neither party to this Agreement shall be liable to the other for any failure to perform, or delay in the performance of, any obligation under this Agreement caused by circumstances beyond its reasonable control, including but not limited to: acts of God, fire, labour difficulties or governmental action. It is agreed that the time for performance by either party shall be extended by the period of such uncontrollable circumstances. Should performance be delayed for more than one (1) month from the date of such circumstances arising, either party may terminate this Agreement.

19. Disclaimer of Warranties

Every reasonable effort has been made to assure the accuracy of the maps and other information contained in Spatial Land Information Management Systems (SLIMS). However, these maps and other information are only as accurate as the source of such maps and other information. Further, the maps and other information in SLIMS are updated only periodically and therefore may not reflect the most current, accurate and complete information.

Users Should Confirm Information.

All users of this data must understand that they should confirm any maps or other information that they receive from SLIMS with the primary source of that information.

The cartographic digital files are not a legal representation of any of the features depicted, and CGIS disclaims any assumption of the legal status they represent. Information displayed in SLIMS is not intended to constitute advice nor is it to be used as a substitute for specific advice from a licensed professional. The Corporation should not act (or refrain from acting) based upon information in SLIMS without independently verifying the information and, as necessary, obtaining professional advice regarding particular facts and circumstances. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded.

The data represents an actual reproduction of data provided to CGIS by the Corporation and its agents, and is collected from various sources and will change over time without notice.

CGIS and its officials and employees make no warranty or guarantee as to the ownership of any intellectual property or other property interest contained in the information displayed in SLIMS.

- 20. This agreement shall be in full force and effect from the date of its signing
- 21. That the performance of this agreement shall be subject to the Statutes of the Province of Ontario and Canada
- 22. This agreement shall ensure to the benefit of and be binding on the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF CGIS has hereunto set its hand, and the Corporation has hereunto affixed its corporate seal under the hands of its Mayor.

SIGNED SEALED AND DELIVERED

The Corporation: The Town of Mattawa

We have the authority to bind the Corporation


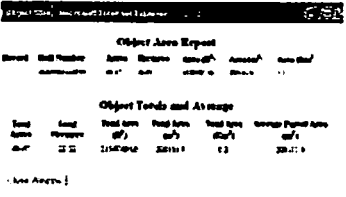
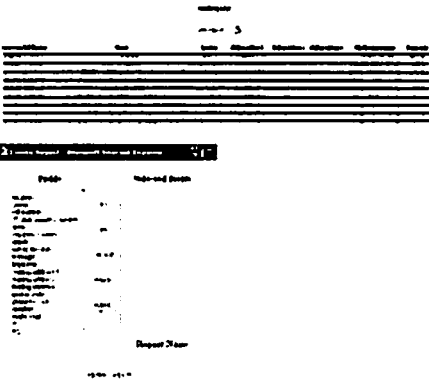
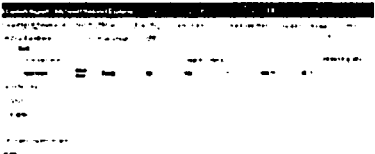


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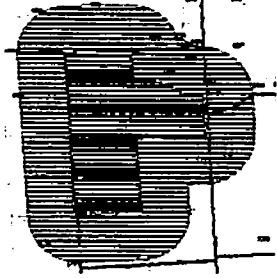

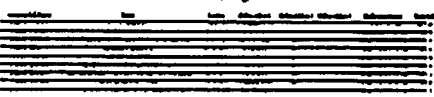

Per: _____

CGIS: CGIS

Per:  _____
Jim Peden, I have the authority to bind CGIS.

Schedule A

Includes Features 1- 11	
<p>1. Digital Display of "GIS Ready" Digital Parcel maps and assessment database</p> <p>2. Comprehensive Query: Search by all assessment data fields i) Find: Such as: ARN, Street Address, Name</p>  <p>ii) Search: Selected Data Fields + Boolean</p> <p>QASYS DataBase</p> <p>Roll Number</p> <p>Find</p> <p>OK</p> <p><input type="checkbox"/> I've entered comma-separated lists <input type="checkbox"/> I only want to search Selected Parcel</p> <p>Cancel Close</p>	<p>4. Hardcopy: WYSIWYG</p> <p>5. Windows Environment i) Copy/Paste all SLIMS data directly to Word Processor and/or Spreadsheet and Database ii) Use data in mail merge iii) Object Size</p> 
<p>3. Reports: Mailing, Planning, Custom Reports</p>  <p>Custom Report 2</p> 	<p>6. Mouse-over: Street Names, ARN, Water Bodies, or any feature with database associated</p>  

<p>7. Road Centerline – OBM, NRVIS or GPS'd</p> 	<p>10. Zoom and Buffer on selected property</p> 
<p>8. Toolbar/function buttons: Select, Zoom out, Zoom in, Zoom Goto, Unzoom, Zoom Previous, Pan, Reports, Print, Help</p> 	<p>11. Mailing List from Buffer</p> 
<p>9. Map Window Pop-up: Pan, Reload, Print, Copy, Zoom (Goto, width, Scale, Selected, Previous, Out, Unzoom), Bookmarks (Add, Select, Delete), Select (Map Objects, Radius, Polygon, Within, Clear), View (Report, Buffer, Distance), Help (Preferences, Contents, About)</p>	

Schedule B: Integrated GIS Modules

Service Modules:

- 1) The following **Municipal Management Service Modules** are included in the SLIMS contract.
 - i. **Assessment Information Management System (Merged AIMS)**
Combines the Integration of Provincial Assessment information data fields with basic property tax integration of Baker and Associates Assessment information data fields. The fields are defined in CGIS' feature definition specification. CGIS will download property tax information from the municipal data server and integrate into GIS on a daily basis and merge it with the Provincial Assessment information quarterly.
 - ii. **Imagery Service**
Raster Data (e.g. Aerial or Satellite Imagery) added to SLIMS. Files provided by the client must be orthorectified or Georeferenced. The preferred format for files is tiled ECW or GeoTIFF.
The cost for the service is detailed in Schedule C.
Please note that orthorectified or Georeferenced imagery can reveal alignment issues with the parcel fabric or other vector layers. Correction of these alignment issues is possible, but is not included in the monthly Aerial Imagery Service.
- 2) The following **Additional Municipal Service Modules** are also included in the SLIMS contract and are delivered at an additional fee. (See also Schedule C)
 - i. **Chief Building Official (CBO)**
Chief Building Official Comprehensive Permitting & Inspections Management, Reports: Stats Canada, Summary, Custom
 - ii. **Community PAL: Community Public Access Link**
A Web-based, GIS application providing Public Access to municipal data sets selected by the Corporation including such information areas as Tourism, Economic Development and specified Corporation data sets.
 - iii. **Selection Editor**
Selection Editor enables editing of client datasets directly in the GIS. Clients choose which datasets become editable as well as which users have access and their ability to edit the datasets or not.
- 3) The Corporation may, with the consent of CGIS at any time following the execution of this agreement and the commencement of the associated services, delete, increase, extend, vary or otherwise alter the Module services associated with this agreement provided such changes are agreed to in writing by both parties.

Schedule C Amendment: Agreement Term, Fees

1) Agreement Term

a) Initial Service Period:

This Initial Service Period commences October 1st, 2013 and ends on September 30th, 2016.

b) Renewal Term:

I. This Agreement shall automatically renew annually for an additional 12 month term (a Renewal Term) unless the Agreement is terminated under Clause 12 of the Agreement.

II. Renewal Terms may be subject to negotiation and ratification by the respective parties.

2) Fees

a) SLIMS fees shall be payable quarterly in advance.

b) The recurring SLIMS fees invoice is payable on or before the 1st day of each and every quarter without penalty.

c) The penalty for late payment of SLIMS fees is 2%.

d) The monthly Fees chargeable under this Contract shall increase on each anniversary of the Agreement by an amount equal to the National average annual Total Consumer Price Index increase for the twelve (12) month period preceding the Agreement anniversary.

3) Service Modules

The following service Module(s) are included in this Agreement.

a) SLIMS Service: As described in Main Agreement and Schedule A
Fee: \$359 per month (\$1077 per quarter)

b) Assessment Information Management System (Merged AIMS)
Fee: \$200 per month (\$600 per quarter)

c) GIS Technician and Development Services:

I. GIS Technician Services: Discounted at \$75/hour

II. Development Services: TBD based on request

d) Raster Data (e.g. Aerial or Satellite Imagery)

The initial service fee allows up to 5 Gigabytes of raster storage space. Raster storage space in excess of 5 Gigabytes will be charged at \$1/Gigabyte/month. GIS Technician time to prepare and configure initial imagery or update and configure new imagery in SLIMS will be sized and quoted based on the Services Fee's in Schedule B.

Fee: *included in SLIMS Service fee*

Note: Alignment of Parcels or other vector layers to Imagery is not included and will need to be reviewed and costs quoted with the CGIS GIS Coordinator separately.

4) Additional Municipal Service Modules

a) Chief Building Official (CBO) Module
Fee: \$300 per month (\$900 per quarter)

b) Selection Editor
Fee: *included in SLIMS Service fee*

c) Community Public Access Link (Community PAL) Viewer
Fee: \$ 200 per month (\$600 per quarter)

- d) **Parcel Maintenance**
Basic Maintenance of core parcel fabric
Fee: *included in SLIMS Service fee*

5) Group Adjustment

A group of clients who originally became clients in 2007 as part of the Blue Skies Group are renewing contracts at the same time. Due to the group renewal, the Quarterly Fees listed have been adjusted to the following total amount for the service modules listed in Sections 3 & 4 above:

Total Fee: \$808 per month (\$2,424 per quarter)

This represents a savings of \$251 per month over the regular monthly fees.

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: RECREATION, TOURISM & SPECIAL PROJECTS

CHAIRPERSON: COUNCILLOR N. WALTERS

DEPT. HEAD: JACQUES BEGIN

TITLE: AMENDMENT TO CIIF FUNDING AGREEMENT

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

The Corporation of the Town of Mattawa received funding from CIIF to carry work at the Mike Rodden Arena and Community Centre which included the construction of two new dressing rooms and flooring for the existing rooms.

However the construction costs for the new rooms was cost prohibited after receiving tender quotations from the contractors. Council has no choice but to request an amendment to the CIIF funding agreement to only carry out the removal of and installation of new flooring in the six dressing rooms and dressing rooms hallway.

An amendment to the CIIF funding agreement is attached.

Recommendation:

The Council enacts By-law 13-18 to amend By-law13-02, which will approve the amended Community Infrastructure Improvement Fund agreement with the Federal Economic Development Agency for Southern Ontario to carry out the removal and installation and new flooring in the dressing rooms and dressing rooms hallway.

Respectfully Recommended

Councillor N. Walters

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW 13-18

BEING a By-law to amend By-law 13-02 which is a funding agreement with the Minister responsible for Federal Economic Development Agency for Southern Ontario.

WHEREAS Council wishes to amend the agreement, known as Appendix "A" to By-law 13-18 for funding assistance for Rehabilitation of Dressing Rooms in the Mike Rodden Arena.

AND WHEREAS the Minister responsible for Federal Economic Development Agency for Southern Ontario through the Community Infrastructure Improvement Fund (CIIF) originally allocated funding in the amount of \$61,815 for the Rehabilitation of Dressing Rooms in the Mike Rodden Arena;

AND WHEREAS, as a result of the reduced scope of work, the contribution agreement will be reduced to a maximum of \$15,477 and the project works will include the replacement of the rubber flooring in six existing dressing rooms;

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

1. This By-law shall amend By-law 13-02 according to Appendix "A" attached and forming part of this amendment By-law.
2. That this By-law shall come into full force upon the passing thereof.

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

Mayor

Clerk

Recipient Name: Town of Mattawa

Project No: C0135

**COMMUNITY INFRASTRUCTURE IMPROVEMENT FUND
AMENDING AGREEMENT #1**

This Amending Agreement is made as of _____

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** ("Her Majesty")
hereby represented by the Minister responsible for Federal Economic Development
Agency for Southern Ontario ("Minister")

AND: **Town of Mattawa** ("Recipient") a local government established under the laws of
Ontario.

(collectively referred to as the "Parties")

WHEREAS the Minister and the Recipient entered into a contribution agreement dated the 6th
day of February, 2013, under the Community Infrastructure Improvement Fund ("Contribution
Agreement") whereby Canada Agreed to make a contribution to the recipient in the maximum
amount of \$61,815; and,

WHEREAS the Parties wish to make certain amendments to the Contribution Agreement.

NOW THEREFORE in consideration of their respective obligations contained herein, the
Parties agree to the following:

1. Interpretation

All capitalized terms used and not otherwise defined in the Amending Agreement will have
the meanings given to them in the Contribution Agreement.

2. Execution

This Amending Agreement must be executed by the Recipient and received by the Minister
within thirty (30) days of its signature on behalf of the Minister, failing which it will be null
and void.

3. Amendment

- 3.1 On Page 1 to the Contribution Agreement, the paragraph which begins with the words
"**WHEREAS** the Minister has agreed to make a non-repayable contribution" is deleted
and replaced by the following:

WHEREAS the Minister has agreed to make a non-repayable contribution to the
Recipient up to the maximum amount of fifteen thousand four hundred and seventy-seven
dollars (\$15,477) in support of the Recipient's Eligible Costs (as defined herein) of the
Project (as defined herein),

- 3.2 In Section 4.1(b), the dollar amount is deleted and replaced with the following: \$15,477
- 3.3 In Annex 1 to the Contribution Agreement, the Project Title is deleted and replaced by the following: Rehabilitation of Dressing Rooms in the Mike Rodden Arena.
- 3.4 In Annex 1 to the Contribution Agreement, the "Project Description" is deleted and replaced by the following:

PROJECT DESCRIPTION

Project works include the replacement of the rubber flooring in six existing dressing rooms.

- 3.5 In Annex 1 to the Contribution Agreement, the "Federal Contribution by Fiscal Year" table is deleted and replaced by the following:

FEDERAL CONTRIBUTION BY FISCAL YEAR

2012/2013	2013/2014	Total
\$0	\$15,477	\$15,477

- 3.6 In Annex 1 to the Contribution Agreement, the words after the "Estimated Date of Substantial Completion" are deleted and replaced by the following: September 15, 2013.
- 3.7 In Annex 1 to the Contribution Agreement, the Project Costs and Financing table and the Stacking Limits table are deleted and replaced by the following:

PROJECT COSTS AND FINANCING:

CAPITAL		
Eligible Costs		
Costs	Amount	
Planning/Design/ Engineering	\$0	
Repair/Construction	\$46,900	
Project Management	\$0	
Other	\$0	
Contingency	\$0	
Total Eligible Costs (TEC)	\$46,900	
Financing	Amount	% TEC
FedDev Contribution	\$15,477	33.0%
Other Federal Contribution	\$0	0%
Recipient Contribution	\$34,423	67.0%
Other (specify source)	\$0	0.0%
Other (specify source)	\$0	0.0%
Total Financing	\$46,900	100.0%
Ineligible Components		

STACKING LIMITS	
STACKING - CAPITAL	
Total Eligible Costs	\$46,900
Total Government Contributions	\$46,900
Estimated Investment Tax Credits	\$0
Contribution subject to Stacking %	\$46,900
Stacking %	100%
Stacking Limit	100%

4. General

- 4.1 The Contribution Agreement and this Amending Agreement will henceforth be read together and will have the effect as if all the provisions of such agreements were contained in one instrument.
- 4.2 Except for the amendments expressly set forth in this Amending Agreement, the other terms and provisions of the Contribution Agreement remain unchanged.
- 4.3 This Amending Agreement is governed by the laws of the Province of Ontario.
- 4.4 This Amending Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitutes one and the same instrument.
- 4.5 Each of the Parties shall, at the request of the other party to this Amending Agreement, execute such documents and do such acts as may be reasonably required to carry out the terms of this Amending Agreement.
- 4.6 This Amending Agreement shall endure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

Recipient Name: Town of Mattawa

Project No: C0135

IN WITNESS WHEREOF the Parties hereto have executed this Amending Agreement through authorized representatives.

Project No.: C0135

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Per: _____ Date: _____

Federal Economic Development Agency
for Southern Ontario

TOWN OF MATTAWA

Per: _____ Date: _____

I have authority to bind the Recipient.

Per: _____ Date: _____

I have authority to bind the Recipient.