

**THE CORPORATION OF THE
TOWN OF MATTAWA**

AGENDA

**REGULAR MEETING OF COUNCIL
MONDAY, JANUARY 12TH, 2015
7:00 P.M.**

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

THE CORPORATION OF THE TOWN OF MATTAWA
A G E N D A
MUNICIPAL COUNCIL CHAMBERS
160 WATER STREET
MATTAWA, ONTARIO
MONDAY, JANUARY 12TH, 2015 @ 7:00 P.M.

- 1. Call to Order**
- 2. Disclosure of Pecuniary Interest and Nature Thereof**
- 3. Petitions & Delegations**
 - 3.1 Mike Guay of MikeyPC – Re: Youth Gaming Night Presentation
 - 3.2 Voyageur Days Committee – Re: 2015 Voyageur Days Updates
- 4. Correspondence**
 - 4.1 Gerald Larocque – Re: Property Owner Releasing Land
Finance Committee – Clerk
 - 4.2 Ministry of Municipal Affairs & Housing – Re: Letter of Congratulations to Mayor/Council
General Government Services Committee – Clerk
 - 4.3 NBPSDHU – Re: Updates on Smoke Free Act Effective January 1, 2015
Health Services Committee – Clerk
 - 4.4 Mattawa & Area Police Services Board – Re: Board Member Composition
Protection to Persons & Property Committee – Clerk
 - 4.5 NBPSDHU – Re: Price of Eating Well Report 2014
Health Services Committee – Clerk
 - 4.6 Township of Papineau Cameron – Re: Highway 17 Planning Proposal
Transportation Services Committee – Clerk
 - 4.7 Ontario Power Generation – Re: Congratulations to Mayor with Info on OPG
General Government Services Committee – Clerk
 - 4.8 Northern Policy Institute – Re: Invite to Participate in Developing Economic Agenda
General Government Services Committee – Clerk
 - 4.9 MCSCS – Re: Regulatory Changes to Fire Safety in Vulnerable Occupancies
Fire Department Committee – Clerk

Monday, January 12, 2015
Correspondence – Cont'd

- 5. Questions/Comments (public & Council) about the Content of the Agenda**
- 6. Municipal Report Number 703**
 - 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, January 12, 2015

Members of Council,

Attached please find Municipal Report Number 703 for consideration by Council.

Respectfully submitted

David J. Burke
Acting Administrator/Clerk/Treasurer

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THE CORPORATION TOWN OF MATTAWA

COMMITTEE: GENERAL GOVERNMENT SERVICES

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: FRANCINE DESORMEAU, DEPUTY-CLERK

TITLE: ADOPTION OF THE MINUTES

 Draft By-Law X 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 December 22, 2014 and the Special Meeting Minutes of December 30, 2014, Special Meeting Minutes of January 5, 2015 and Special Meeting Minutes of January 8, 2015 be adopted as circulated.

Councillor L. Mick

THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the regular meeting of Council held Monday, December 22nd, 2014 at 7:00 p.m. in the Municipal Council Chambers.

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

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

1. Meeting Called to Order
2. No Disclosure of Pecuniary Interest and Nature Thereof
3. Petitions & Delegations
 - 3.1 Mike Guay of MikeyPC cancelled his presentation due to illness, will reschedule
 - 3.2 Sue Miller and Jeff Celentano of NBMCA made presentation to Council concerning the Source Water Protection Plan to meet Province's Directions.

** Councillor Mick arrived for the meeting at 7:01pm during the presentation and discussion of the presentation 3.2

4. Correspondence
5. No Questions/Comments about the Content of the Agenda
6. Municipal Report Number 702

Page No. 241

It is respectfully recommended to Council that the minutes of the Regular Meeting of Monday December 8, 2014, the Special Meeting of Monday December 15, 2014 and the Special Meeting of Wednesday December 17, 2014 be adopted as circulated.

Carried

Page No. 242

It is therefore recommended that the By-law 14-40 be adopted which will formally enter the municipality into a funding agreement with NOHFC for a one year Youth Internship Program.

Carried

Page No. 243

It is therefore recommended that the Corporation of the Town of Mattawa approve By-law 14-41 which will amend By-law 09-28 by extending the issuing services agreement to January 31, 2020 with the Minister of Government Services – Service Ontario which is attached and known as Schedule “A”.

Carried

Page No. 244

That the Town of Mattawa in response to a request to purchase part of Donald Street (Part 2), part of the Shore Road Allowance (Part 3) as well as part of Lake Street (Part 4) as shown on schedule “A” as well as James Street (Part1) as recommended by the planners declares the land surplus and authorizes the procedures under the surplus land policy to close the road and to have a qualified appraiser value the property.

Carried

Page No. 245

That Council authorize the Public Works Department to pay the \$22,000 application fee to the MOE for amendment to its landfill certificate of approval to shift footprint from Stage 2 to extend Stage 1.

Carried

Page No. 246

That Council authorize the Public Works Department to commission the diesel generator fuel storage facility upgrades to Waggs at the quoted prices of \$22,500 + HST for the Water Treatment Plant and \$29,850 + HST for the sewage treatment plant and 2 other pump stations.

Carried

Page No. 247

Based on the above detailed report Council authorizes Reserves be created for the following accounts:

- | | | |
|-----|------------------|---|
| 1) | 1-20-210-509-060 | <i>Provision for Sick Leave
\$25,000.00 to Reserve</i> |
| 2) | 1-20-210-509-350 | <i>Reserve for Working Fund
\$208,825.00 to Reserve</i> |
| 3) | 1-20-210-509-061 | <i>Reserve for Town Hall to Working Fund
\$8,000.00 to Reserve</i> |
| 4) | 1-80-810-996-603 | <i>Federal Gas Tax Reserve
\$70,000.00 to Reserve</i> |
| 5) | 1-60-612-509-000 | <i>Reserve for Landfill Tipping Fees
\$60,000.00 to Reserve</i> |
| 6) | 1-30-300-570-475 | <i>Fire Dept Reserve (Rescue Van)
\$140,000.00 to Reserve</i> |
| 7) | 1-60-608-570-000 | <i>Public Works Reserve (Sewer)
\$20,000.00 to Reserve</i> |
| 8) | 1-62-610-509-891 | <i>Water Reserve
\$10,000.00 to Reserve</i> |
| 9) | 1-62-610-509-890 | <i>Reserve for Pump (Water)
\$10,000.00 to Reserve</i> |
| 10) | 1-60-602-628-602 | <i>Public Works Reserve (Asphalt)
\$20,000.00 to Reserve</i> |
| 11) | 1-60-999-570-000 | <i>Public Works Reserve (Hydro Retrofit)
\$10,000.00 to Reserve</i> |
| 12) | 1-62-610-570-000 | <i>Water Reserve (Capital)
\$40,000 to Reserve</i> |
| 13) | 1-62-610-578-313 | <i>Public Works Reserve (SCADA)
\$6,000.00 to Reserve</i> |
| 14) | 1-62-610-604-603 | <i>Water Reserves (Contracted Services)
\$14,000.00 to Reserve</i> |

15) 1-62-610-611-603 *Public Works Reserve (Brydges Street)*
\$18,000.00 to Reserve

16) 1-80-800-507-000 *Reserve for Updating Official Plan*
\$25,000.00 to Reserve

Carried

Page No. 248

That the Town of Mattawa supports the nomination of Mayor Bill Vrebosch as the Zone 9 Representative on the ROMA Executive Board and that a copy of this support resolution be forwarded to the Association of Municipalities offices in Toronto.

Carried

Page No. 249

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

Withdrawn with approval of Council

Resolution Number 14-58

Moved by Councillor C. Bastien

Seconded by Councillor L. Mick

That Page 250 be amended to remove the sentence in the second paragraph "Council spoke of this appointment at their meeting of December 8, 2014 and agreed to appoint Mayor Backer to the Cassellholme Board of Directors."

Carried

Page No. 250

That the Town of Mattawa appoints Mayor Dean Backer as the Area 2 Representative to the Board of Management of the East Nipissing District Home for the Aged (Cassellholme) and the term of office is for four years.

Carried as amended

Resolution Number 14-62

Moved by Councillor C. Lacelle

Seconded by Councillor G. Thibert

That the Municipal Report Number 702 be adopted as amended.

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

Resolution Number 14-59

Moved by Councillor C. Lacelle

Seconded by Councillor L. Mick

- 2/3 *That this Council proceed in Camera to address a matter pertaining to Personal Matters about an identifiable individual, including municipal or local board employees;*

Carried

Resolution Number 14-60

Moved by Councillor C. Lacelle

Seconded by Councillor L. Mick

- 2/3 *That Council appoint Dexture Sarrazin to take minutes in the in Camera session concerning Personal Matters about an identifiable individual, including municipal or local board employees;*

Carried

Resolution Numbers 14-61

Moved by Councillor C. Lacelle

Seconded by Councillor L. Mick

- 2/3 *That the special meeting reconvene from the In Camera session at 9:05 p.m.*

Carried

Mayor Backer stated the in-camera session was to update Council concerning a serious matter with Personnel that needed an HR specialist

12. Return to Regular Session
13. Adjournment

The regular meeting of Council Monday, December 22nd, 2014 adjourned at 9:06 p.m.

Mayor

Clerk

THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the special meeting of Council held Tuesday, December 30, 2014 at 7:00 p.m. in the Municipal Council Chambers.

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

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

2. Meeting Called to Order
2. No Disclosure of Pecuniary Interest and Nature Thereof (None)
3. Committee Reports (None)
4. In Camera (Closed Session)

Resolution Number 14-63

Moved by Councillor C. Lacelle

Seconded by Councillor G. Thibert

- 2/3 *That this Council proceed in Camera to address a matter pertaining to Personal Matters about an identifiable individual, including municipal or local board employees;*
Carried

Resolution Number 14-64

Moved by Councillor C. Lacelle

Seconded by Councillor G. Thibert

- 2/3 *That Council for the Corporation of the Town of Mattawa appoint Councillor Dextere Sarrazin to record minutes concerning Personal Matters about an identifiable individual, including municipal or local board employees;*
Carried

**Councillor Mick arrived during the in camera session at 7:34pm

**Councillor Lacelle left the meeting at 8:02pm during in camera session

Resolution Numbers 14-65

Moved by Councillor G. Thibert

Seconded by Councillor G. Larose

2/3 *That the special meeting reconvene from the In Camera session at 8:40p.m.*
Carried

Mayor Backer stated the in-camera session was concerning a serious matter regarding a workplace inquiry that we judge will require outside assistance.

5. Presentation of By-law/Resolutions/2/3 Special Resolutions: (None)
6. Return to Regular Session
7. Adjournment

The special meeting of Council Tuesday, December 30, 2014 adjourned at 8:42 p.m.

Mayor

Clerk

THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the special meeting of Council held Monday, January 5, 2015 at 7:00 p.m. in the Municipal Council Chambers.

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

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

3. Meeting Called to Order
2. No Disclosure of Pecuniary Interest and Nature Thereof (None)
5. Committee Reports

** Councillor Sarrazin arrived during the discussion of 3.1, 3.2 and 3.3 at 7:03pm

- 5.1 Draft Letter of Understanding Mattawa Blackhawks
- 5.2 Facility Agreement – Mattawa Blackhawks
- 5.3 Loan Agreement – Mattawa Blackhawks

Jacques Begin presented Council with a draft facility agreement, draft loan agreement and draft letter of understanding with regards to a \$50,000.00 loan that was requested by the Mattawa Blackhawks.

6. In Camera (Closed Session) (None)
5. Presentation of By-law/Resolutions/2/3 Special Resolutions:

Resolution Number 15-01

Moved by Councillor C. Lacelle

Seconded by Councillor D. Sarrazin

- 2/3 *Be it resolved that the Corporation of the Town of Mattawa approve in principle a loan to the Mattawa Hawks Hockey Club Inc. in the amount of \$50,000.00 as per correspondence dated December 17th, 2014 and a letter of understanding be drawn up between the two parties stipulating the terms of the agreement.*

Carried as a recorded vote and the vote was as follows:

Voting for: Mayor Backer, Councillors D. Sarrazin, G. Larose, C. Bastien, C. Lacelle

Voting against: Councillors G. Thibert, L. Mick

Resolution Number 15-02

Moved by Councillor C. Lacelle

Seconded by Councillor G. Thibert

- 2/3 *Be it resolved that Rowan Thornborrow be employed by the Corporation of the Town of Mattawa as Recreation Programmer conditional upon final verification from the NOHFC*

Carried

6. Return to Regular Session

7. Adjournment

The special meeting of Council Monday, January 5, 2015 adjourned at 7:24 p.m.

Mayor

Clerk

THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the special meeting of Council held Thursday, January 8, 2015 at 7:00 p.m. in the Municipal Council Chambers.

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

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

4. Meeting Called to Order
2. No Disclosure of Pecuniary Interest and Nature Thereof (None)
7. Committee Reports (None)
8. In Camera (Closed Session)

Resolution Number 15-03

Moved by Councillor C. Lacelle

Seconded by Councillor G. Thibert

- 2/3 *That this Council proceed in Camera to address a matter pertaining to Personal Matters about an identifiable individual, including municipal or local board employees;*
Carried

Resolution Number 15-04

Moved by Councillor C. Lacelle

Seconded by Councillor G. Thibert

- 2/3 *That Council for the Corporation of the Town of Mattawa appoint Councillor Dexture Sarrazin to record minutes concerning Personal Matters about an identifiable individual, including municipal or local board employees;*
Carried

Resolution Numbers 15-05

Moved by Councillor C. Lacelle

Seconded by Councillor G. Thibert

- 2/3 *That the special meeting reconvene from the In Camera session at 8:20p.m.*
Carried

Mayor Backer stated the in-camera session was concerning a serious matter regarding a workplace inquiry that we judge will require outside assistance.

5. Presentation of By-law/Resolutions/2/3 Special Resolutions: (None)
6. Return to Regular Session
7. Adjournment

The special meeting of Council Thursday, January 8, 2015 adjourned at 8:20 p.m.

Mayor

Clerk

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: RECREATION, TOURISM & SPECIAL PROJECTS

CHAIRPERSON: COUNCILLOR D. SARRAZIN

DEPT. HEAD: JACQUES BEGIN

TITLE: MATTAWA SPLASH PARK SUPPORT

 Draft By-Law X Item Policy Recommendation

Mayor D. Backer and Members of Council:

There has been some discussion and a desire from the public and from former Councils regarding a Splash Pad for Mattawa.

Two locations are being considered. The Mattawa Island and Timmins Park. However, there may be other locations to consider. The budget for such a project would be in the \$50,000 - \$100,000 area depending on size and complexities on the make-up of the Splash Pad.

Council should be made aware of and agree to this endeavour prior to initiating the potential project and the kickoff of a fundraising campaign.

Recommendation:

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

Respectfully submitted

Councillor D. Sarrazin

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: RECREATION, TOURISM & SPECIAL PROJECTS

CHAIRPERSON: COUNCILLOR D. SARRAZIN

DEPT. HEAD: JACQUES BEGIN

TITLE: VOYAGEUR DAYS – COMMITTEE OF COUNCIL & SUPPORT

 Draft By-Law X Item Policy Recommendation

Mayor D. Backer and Members of Council:

Mattawa Voyageur Days Committee will be hosting its 18th Annual festival from July 23-26, 2015. Mattawa Voyageur Days is requesting that it be recognized as a Committee of Council and requires insurance coverage through the municipal insurance program and financial backing.

It was also understood from the very first festival 18 years ago that the Town of Mattawa would also cover all financial losses should they occur. However, the festival's financial successes in the past created a "rainy day" reserve should a loss occur. Some years, some of the festival reserves were used and other years the reserve grew. The reserves were approximately \$100,000.00 3 years ago. The festival lost money 2 years ago due to heavy rain basically on all evenings. The festival did not sell out last year and it rained again. This created a major financial loss of all reserves in two short years. Although the festival did not sell out in 2014, there were still over 6,200 wristbands sold making Mattawa Voyageur Days the top attended festival in Northern Ontario and also many other festivals throughout the Province!

The costs associated with hosting this TOP 100 festival on Ontario has skyrocketed over the years. Year 1 budget was approximately \$50,000.00. Last year's budget neared \$600,000.00! Costs of entertainment along with the public's expectations for bigger and bigger acts have become astronomical. For example TROOPER year 1 was \$3000.00 plus riders. TROOPER this year would cost in excess of \$20,000.00 plus riders. Band riders are also very costly-hotel rooms, meals, dressing room hospitality, ground transportation, back line equipment, specialty sound system requirements all add up very quickly. Heart, who came here for \$77,000 actually cost nearly \$90,000.00.

The make-up of the Mattawa Voyageur Days Committee are 3 municipal staff members. So in reality, this is a Municipal event. This is not a private event or a for profit event so the Committee members do not financially gain from the Festival. The event was created for the community which has a major economic and marketing impact that has put "Mattawa on the Map". All assets acquired over the years are municipal assets-and those are approximately \$200,000.00 in value – tents, fences, sound system, trailers, bars etc.

The Committee is negotiating with bands at this time but must have the assurance that the Town of Mattawa will stand behind the festival to cover any losses should they occur.

Recommendation:

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

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

Respectfully submitted

Councillor D. Sarrazin

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: CONSERVATION AUTHORITY

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: FRANCINE DESORMEAU, DEPUTY-CLERK

TITLE: SOURCE PROTECTION PLAN IMPLEMENTATION AGREEMENT
WITH NORTH BAY MATTAWA CONSERVATION AUTHORITY

X Draft By-Law ___ Item ___ Policy Recommendation

Mayor D. Backer and Members of Council:

The municipality entered into a funding agreement with the Province for the implementation of the source protection plan in December 2013. This funding agreement provided one-time funding to offset the costs for small and/or rural municipalities to implement source protection plans as mandated by the Ministry of Environment.

The North Bay Mattawa Conservation Authority offered to enter into agreement with our municipality to assist with meeting its' responsibilities under the Source Water Protection Plan which Council at their regular meeting of October 14, 2014 (P. 206 of Resolution #14-39) approved in principle. Staff have worked with North Bay Mattawa Conservation Authority staff to refine a work plan and project budget in order to fulfill implementation requirements.

The funding grant is in the amount of \$90,000.00 which includes a \$15,000 collaboration incentive. Neighbouring municipalities included in the collaboration are Powassan, Callander, Machar, South River, Chisholm, East Ferris and the City of North Bay.

As project manager, the Conservation Authority will assist our municipality fulfill its obligations with implementing Land Use Planning Policies, Education and Outreach, developing and/or modifying the municipality's business processes in order to implement significant drinking water threat policies, establish processes for information sharing among municipalities and source protection authorities and any other activities needed under the Source Protection Plan. This agreement also includes the development of a framework for the municipality to report to the Province.

Recommendation:

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

Respectfully submitted
Councillor L. Mick

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 15-01

BEING a by-law authorizing the signing of an agreement with North Bay Mattawa Conservation Authority for the implementation of the Source Protection Plan as part of the Source Protection Municipal Implementation Fund Project (SPMIF).

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, Schedule "A", on behalf of the Corporation of the Town of Mattawa.

AND WHEREAS Schedule "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, Schedule "A" on behalf of the Corporation of the Town of Mattawa, which will enter into an agreement with the North Bay Mattawa Conservation Authority.

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

Mayor

Clerk

**AGREEMENT TO ASSIST IN COMPLETION OF SOURCE PROTECTION
MUNICIPAL IMPLEMENTATION FUND PROJECT (SPMIF)**

THE AGREEMENT effective upon signing January 12, 2015.

BETWEEN:

Corporation of the Town of Mattawa

(a Municipal Corporation under the *Municipal Act*, S.O. 2001 c.25)

(the "**Municipality**")

- and -

The North Bay-Mattawa Conservation Authority

(a Conservation Authority under the *Conservation Authorities Act*, R. S. O. 1990 c. C-27)

(the "**Conservation Authority**")

BACKGROUND

WHEREAS:

1. The Municipality has entered into an agreement with the Province, the Source Protection Municipal Implementation Fund Grant Funding Agreement (SPMIF agreement), attached hereto as APPENDIX I; and
2. The SPMIF agreement:
 - a. provides one-time funding to offset a portion of the costs for small and/or rural municipalities to prepare to implement and to implement source protection plans;
 - b. describes eligible activities that may be undertaken to complete the "Project"; and
 - c. provides that the Municipality may hire professional services, consultants, and contractors to carry out work on behalf of the Municipality;

THEREFORE:

The Conservation Authority is prepared to enter into an Agreement with the Municipality to assist in completion of the Project on behalf of the Municipality.

TERMS

1. The Conservation Authority agrees to assist the Municipality to fulfill its obligations with the Province under the Municipality's SPMIF agreement (also known as the Project) according to the list of tasks identified in the Budget below.
2. The Conservation Authority further agrees to:
 - i) coordinate the completion of the collaboration statement, as per section 3.1 (a) of the Municipality's SPMIF agreement,
 - ii) assist the Municipality with completion of reports to the Province as per Schedule D of the SPMIF agreement, and
 - iii) provide the Municipality progress reports when issuing interim invoices on June 15, 2015 and September 30, 2015 in advance of the Final Report to the Province as per Schedule D of the SPMIF agreement.
3. The Municipality agrees to work with the Conservation Authority both to complete the Project and to submit the Collaboration Statement defined in the SPMIF agreement to access collaboration incentive funding.

BUDGET

Eligible Activity (as per SPMIF agreement)		Amount
A	Activity not applicable to the implementation of this SP Plan	N/A
B	Land Use Planning Policies Implementing the municipality's municipal land-use planning policies related to activities that are identified as significant drinking water threats;	\$25,000
C	Education and Outreach Implementing education and outreach policies to address significant drinking water threats;	\$25,000
D	Cost of support to Municipality for this activity by NBMCA already funded by Province and expected to continue	N/A
E	Developing and/or modifying the municipality's business processes in order to implement significant drinking water threat policies;	\$2,000
F	Establishing processes for information sharing among municipalities and source protection authorities;	\$1,000
G	Activity not applicable to the implementation of this SP Plan	N/A
H	Other activities your Municipality needs to undertake to fulfill its requirements to implement significant drinking water threat policies. This includes developing a framework for the Municipality to report to the SPA in accordance with the requirements of the SP Plan.	\$15,000

CONSIDERATION

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the parties agree as follows:

Milestone	Amount
Execution of Agreement	\$27,200
June 15, 2015	\$17,000
September 30, 2015	\$17,000
Completion of Final Report to the Province due December 11, 2015	\$6,800

TERM OF AGREEMENT

This Agreement begins on signing and continues until March 31, 2016 and may be terminated by either party giving three (3) months written notice. In the event of such termination, payment will be commensurate with the work completed at the time of termination.

INSURANCE

For the term of this Agreement, the Conservation Authority will maintain appropriate liability insurance in the aggregate amount of at least \$2,000,000 per occurrence and the Municipality will be named as an additional insured under said policy.

DISPUTE RESOLUTION

If a dispute between the parties arises concerning this Agreement, the parties agree to resolve the dispute as follows:

1. To meet within a period of fifteen (15) days from the date a notice of dispute is filed by either party; and
2. To negotiate in good faith, personally and/or through counsel, for a period of not less than thirty (30) days after said meeting.
3. If the parties have not succeeded in resolving the dispute within the thirty (30) day period (or longer if mutually so agreed), the dispute shall be submitted to arbitration.
4. The parties will meet and appoint a single arbitrator. If they are unable to agree on a single arbitrator within fifteen (15) days, then upon written notice by either party, the matter of the original dispute will be settled by arbitration in accordance with the *Arbitrations Act* (1991) of Ontario upon delivery of a notice of arbitration to the other party.

FORCE MAJEURE

Any delay or failure of either party to perform its obligations under this Agreement will be excused and this Agreement is suspended if, and to the extent that, the delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, fires, floods, wind storms, riots, labour problems (including lockouts, strikes and slow-downs) or court injunction or order.

NOTICES

Any notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Conservation Authority or the Municipality respectively as set out below, or as either Party later designates to the other by Notice.

To the Conservation Authority:

North Bay-Mattawa Conservation Authority
15 Janey Avenue,
North Bay, ON P1C 1N1
Attention: Brian Tayler
Chief Administrative Officer
Tel: (705) 474-5420
Fax: (705) 474-9793
Email: brian@nbmca.on.ca

To the Municipality:

Town of Mattawa
160 Water Street PO Box 390
Mattawa, ON P0H 1V0
Attention: Dean Backer
Mayor
Tel: (705) 744-5611
Fax: (705) 744-0104
Email: info@mattawa.ca

HEADINGS

The section headings have been inserted for the convenience of reference only and will not be construed to affect the meaning, construction or effect of this Agreement.

GOVERNING LAW

The provisions of this Agreement will be construed and interpreted in accordance with the laws of the Province of Ontario as at the time in effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year set out below.

NORTH BAY-MATTAWA CONSERVATION AUTHORITY

Date: _____ Per: _____
Name: Brian Tayler
Title Chief Administrative Officer

CORPORATION OF THE TOWN OF MATTAWA

Date: _____ Per: _____
Name: Dean Backer
Title: Mayor

SOURCE PROTECTION MUNICIPAL IMPLEMENTATION FUND
GRANT FUNDING AGREEMENT

THE AGREEMENT effective as of December 13, 2013 (the "Effective Date").

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment

(the "**Province**")

- and -

The Corporation of the Town of Mattawa

(the "**Municipality**")

BACKGROUND:

The Province funds projects similar to the Project, defined in Article 1.

As described in Schedule A, the Source Protection Municipal Implementation Fund provides one-time funding to offset a portion of the costs for small, rural municipalities in preparing to implement and implementing source protection plans.

The Municipality requires funding from the Province to assist the Municipality in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 In the Agreement, the following terms shall have the following meanings:

"**Agreement**" means this agreement entered into between the Province and the Municipality and includes all of the schedules listed in section 19.1 and any amendments.

"**Conflict of Interest**" includes any circumstances where in relation to its performance

under the Agreement, the Municipality's or its officers, employees or agents other commitments, relationships or financial interests could, or could be seen to, interfere with the Municipality's objective, unbiased and impartial judgment relating to the Project and the use of the Funds or could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

"Funds" means the money the Province provides to the Municipality pursuant to the Agreement.

"Indemnified Parties" means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

"Maximum Funds" means a total amount of up to \$90,000 which consists of \$75,000 together with up to \$15,000 collaboration incentive funding (if applicable) as determined by the Province pursuant to section 3.1(a).

"Project" means any of the eligible activities described in section B.1 of Schedule "B" undertaken by the Municipality.

ARTICLE 2 TERM OF THE AGREEMENT

- 2.1 The term of the Agreement shall commence on the Effective Date and shall expire on March 31, 2016 unless terminated earlier pursuant to Article 9. The Municipality shall, upon expiry or termination of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 3 FUNDS AND CARRYING OUT THE PROJECT

- 3.1 The Province shall:
- (a) based upon the Province's assessment of the information provided by the Municipality in the collaboration statement set out in Schedule "D", determine the exact amount of the \$15,000 collaboration incentive funding which will form part of the Maximum Funds and provide notification of that exact amount to the Municipality;
 - (b) provide the Municipality up to the Maximum Funds for the purpose of carrying out the Project; and
 - (c) provide the Funds to the Municipality in accordance with the payment schedule attached to the Agreement as Schedule "C" or at any other time for any reason in the sole discretion of the Province.

3.2 Despite section 3.1 the Province:

- (a) is not obligated to provide instalments of Funds until it has approved the reports as set out in Schedule "C";
- (b) may adjust the amount of Funds it provides to the Municipality based upon the Province's assessment of the information provided by the Municipality pursuant to section 6.1.

3.3 The Municipality shall:

- (a) carry out the Project in accordance with the terms and conditions of the Agreement and in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) subject to section 3.3 (d), spend the Funds only on eligible costs and eligible activities as set out in Schedule "B"; and
- (d) notwithstanding anything else in this Agreement, not spend the Funds on any ineligible activities or ineligible costs as set out in Schedule "B".

3.4 The Municipality shall not make any changes to the Project without the prior written consent of the Province.

3.5 The Municipality acknowledges that the Funds available to it from the Province pursuant to the Agreement shall not exceed the Maximum Funds. The Municipality undertakes to incur all costs associated with the Project should it exceed the Maximum Funds.

3.6 The Province is not the owner of any intellectual property generated as a result of the Agreement.

**ARTICLE 4
ACQUISITION**

4.1 The Municipality agrees that if it buys any supplies, equipment or services with the Funds, it will ensure the best value for money.

**ARTICLE 5
CONFLICT OF INTEREST**

5.1 The Municipality shall avoid any Conflict of Interest in the performance of this Agreement and shall disclose to the Province, without delay, any actual or potential Conflict of Interest.

ARTICLE 6 REPORTING, ACCOUNTING AND REVIEW

- 6.1 The Municipality shall submit to the Province all reports set out in Schedule "D" or any other reports as required by the Province. All reports will be approved by the Province.
- 6.2 The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' notice to the Municipality and during normal business hours, enter upon the Municipality's premises to review the progress of the Project and the Municipality's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:
- (a) inspect and copy any financial records (including invoices) and non-financial documents and records relating to the Funds or otherwise to the Project; and
 - (b) conduct an audit or investigation of the Municipality in respect of the expenditure of the Funds and/or the Project.
- 6.3 To assist in respect of the rights set out in section 6.2, the Municipality shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

ARTICLE 7 LIMITATION OF LIABILITY AND INDEMNITY

- 7.1 The Province's officers, employees and agents shall not be liable to the Municipality or any of the Municipality's personnel for costs, losses, claims, liabilities and damages howsoever caused (including any incidental, indirect, special or consequential damages, injury or any loss of use or profit of the Municipality) arising out of or in any way related to the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province's officers, employees and agents.
- 7.2 The Municipality shall indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province and its agents, appointees and employees.

ARTICLE 8 INSURANCE

- 8.1 **Municipality's Insurance.** The Municipality represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Municipality's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30 day written notice of cancellation, termination or material change.
- 8.2 The Municipality shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 8.1. Upon the request of the Province, the Municipality shall make available to the Province a copy of each insurance policy.

ARTICLE 9 TERMINATION

- 9.1 The Province in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Province under this Agreement or at law or in equity, may terminate the Agreement at any time, for any reason, upon giving at least 15 days notice to the Municipality.
- 9.2 If the Province terminates the Agreement, the Province may (i) demand the repayment of any Funds remaining in the possession or under the control of the Municipality and/or (ii) determine the reasonable costs for the Municipality to wind down the Project, and permit the Municipality to offset those wind down costs against any amount owing pursuant to (i); and/or (iii) subject to section 3.5, provide Funds to the Municipality to cover those wind down costs.

**ARTICLE 16
GOVERNING LAW**

- 16.1 The Agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

**ARTICLE 17
FORCE MAJEURE**

- 17.1 Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control.

**ARTICLE 18
SURVIVAL**

- 18.1 The provisions in Article 1, any other applicable definitions, sections 3.1(b), 3.1 (c), 6.1 (to the extent that the Municipality has not provided the reports to the satisfaction of the Province), 6.2, 6.3, Article 7, Section 9.2, Articles 10, 11, 13, 16, 18, 19, and 20, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of 7 years from the date of expiry or termination of the Agreement.

**ARTICLE 19
SCHEDULES**

- 19.1 The Agreement includes the following schedules: (a) Schedule "A" – Background and Objectives; (b) Schedule "B" – Eligible Costs and Activities; (c) Schedule "C" - Payment; and (d) Schedule "D" - Reports.

**ARTICLE 20
ENTIRE AGREEMENT**

20.1 The Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

20.2 The Agreement may only be amended by a written agreement duly executed by the parties.


The parties have executed the Agreement as of the Effective Date.

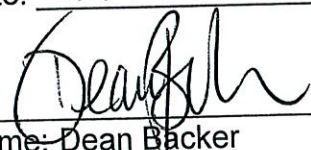
**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment**


Name: Ling Mark
Title: Director,
Source Protection Programs Branch
Pursuant to delegated authority

Date: Dec 19/13

The Corporation of the Town of Mattawa


Name: Wayne P. Belter
Title: Administrator/Clerk/Treasurer
Date: November 21 2013


Name: Dean Backer
Title: Mayor
Date: Nov 21/13

I/We have authority to bind the Municipality.

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: CONSERVATION AUTHORITY

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: FRANCINE DESORMEAU, DEPUTY-CLERK

TITLE: BOUNDARY ADJUSTMENT IN SOURCE PROTECTION PLAN

☐ Draft By-Law

☒ Item

☐ Policy Recommendation

Mayor D. Backer and Members of Council:

Sue Miller and Jeff Celentano of the Source Water Protection Committee for the North Bay-Mattawa Source Conservation Authority made a presentation to Council at the December 22, 2014 meeting regarding the Source Protection plan for the municipality as well as advising of the Province's slight adjustment to the boundary of the North Bay-Mattawa Source Protection Area.

This boundary adjustment is required to ensure all of the vulnerable areas for the Mattawa wells are included within the Source Protection area. Technical work and consultations have always assumed that the Source Protection area included the land to the shorelines therefore this adjustment confirms what was always assumed to be the case. Without this amendment, a portion of the vulnerable area could not be protected by policies in the Source Protection Plan, potentially leaving the Town's water supply vulnerable to contamination.

Therefore the following is recommended:

Recommendation:

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

Respectfully submitted

Councillor L. Mick



THE CORPORATION TOWN OF MATTAWA

COMMITTEE: PLANNING AND DEVELOPMENT SERVICES

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: FRANCINE DESORMEAU, DEPUTY-CLERK

TITLE: COMMITTEE OF ADJUSTMENT MEMBERS FOR 2015

 X Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

The Town of Mattawa has an approved Official Plan and Zoning By-Law which guides and regulates development within the municipality.

Zoning By-Law Number 85-23 is a document that sets standards for development and is not flexible in its interpretation. Council is empowered by way of Section 44(3) of the Planning Act R.S.O., 1990 to appoint a Committee of Adjustment to consider minor variances to the Zoning document. This Committee has the power to reduce the By-law provisions normally required by the Zoning By-law.

The Committee must be appointed by By-Law each year and can be made up of a minimum of three people and historically the Committee is made up of Councillors although the public may be members. It is now recommended that three Councillors be appointed to the Committee for 2015.

Recommendation:

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

Respectfully submitted

Councillor L. Mick

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 15-02

WHEREAS, Council adopted By-Law Number 85-26 which established a Committee of Adjustment.

AND WHEREAS Council now wishes to appoint three Committee of Adjustment members for the year 2014.

NOW THEREFORE it is enacted as a by-law of the Town of Mattawa that:

1. Councillors G. Larose, L. Mick and C. Bastien, Jr. be appointed to the Committee of Adjustment for the Town of Mattawa.
2. The term of office for the members of the Committee of Adjustment be for the year 2015.

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

Mayor

Clerk

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: TRANSPORTATION SERVICES

CHAIRPERSON: COUNCILLOR G. THIBERT

DEPT. HEAD: MARC MATHON

TITLE: TOWN CLOCK

☐ Draft By-Law ☒ Item ☐ Policy Recommendation

Mayor D. Backer and Members of Council:

The Town Clock was purchased and installed in 1999 at a cost of more than \$30,000. The cost to purchase a new Town Clock today would be approximately \$40,000. The main control computer which is pre 1998 technology has experienced a major general failure while trying to program the clock's music for Christmas recently. The computer can no longer adjust the clock or produce music, or tolls or chimes.

With the control computer being inside the bank we are limited to banking hours for programming / controlling the clock. There are two models for us to choose from to replace the computer unit today. The prices provided include a full service call to repair the clock and replace the non-functioning motor on the north face of the clock. The clock controller for time setting and time keeping will also be replaced as the existing unit's pre 1998 technology cannot communicate with the current computer digital technology.

The Sonata provides basic functionality to produce bell type chimes and songs and some limited remote control functions. Still a significant improvement over the 1998 technology computer we've worked with since purchasing the clock. The Sonata costs \$7,705

The Adagio provides all the functionality of the Sonata with a couple of additional features:

- 1) More songs, including The Last Post in bugle form (not bells)
- 2) A remote control console that allows us to completely control the music of the clock from outside the bank. This is crucial during events outside the bank's open hours.
- 3) Ability to upload via USB an unlimited variety of other songs that include instrumental and songs with vocals (not just bells) for special occasions such as Christmas parade. This also provides for an unlimited choice of songs for the many different events / occasions the Town may want to support with Main Street music.
- 4) The Adagio also has internet connection capabilities and can program night time volume.

We recommend that Council consider the investment into the Adagio model because of the limited access we have to the bank, it allows us to control the clock music during times when the bank may not be accessible. The funds would be drawn from reserves moved forward from the 2014 PW budget.

Recommendation:

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

Respectfully submitted,

Councilor G. Thibert

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: FIRE DEPARTMENT

CHAIRPERSON: COUNCILLOR C. LACELLE

DEPT. HEAD: CHAD BELANGER, FIRE CHIEF

TITLE: HIRING OF FIREFIGHTERS

☐ Draft By-Law

☒ Item

☐ Policy Recommendation

Mayor D. Backer and Members of Council:

With the recent departure of Firefighters Henry Robitaille and Doug Croft there are now two vacancies to fill in the Fire Department. The Fire Chief has reviewed the applications of two suited candidates, Jarrod DeWaal and Dexture Sarrazin who have both expressed interest in becoming members of our Fire Department. These positions would be probationary for six months in which time a medical would be completed with a Physician and the candidates would have time to complete their DZ driver's license.

It is therefore recommended:

Recommendation:

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

Respectfully submitted,

Councillor C. Lacelle

Date: MONDAY, JANUARY 12TH, 2015

Page No: **13**

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: FINANCE

CHAIRPERSON: COUNCILLOR C. LACELLE

DEPT. HEAD: FRANCINE DESORMEAU, DEPUTY-CLERK

TITLE: FINANCIAL REPORT FOR THE MONTH OF DECEMBER

☐ Draft By-Law ☒ Item ☐ Policy Recommendation

Mayor D. Backer and Members of Council:

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

Respectfully submitted

Councillor C. Lacelle

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: FINANCE

CHAIRPERSON: COUNCILLOR C. LACELLE

DEPT. HEAD: FRANCINE DESORMEAU, DEPUTY-CLERK

TITLE: BORROWING BY-LAW NUMBER 15-03

 X Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

The attached By-law is customarily passed at the beginning of each year, which authorizes the Town to borrow money, if needed, to meet expenditures until taxes and grants are received. In the event of short-term cash requirements, it is necessary to have the By-law approved to allow us to borrow.

Recommendation:

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

Respectfully submitted

Councillor C. Lacelle

**BORROWING BY-LAW
MUNICIPALITIES**

BY-LAW NO. 15-03

WHEREAS the Mattawa Council of the Corporation of the Town of Mattawa, (the Corporation) deems it necessary to borrow the sum of **Five Hundred Thousand dollars (\$500,000.00)** to meet, until the taxes are collected and other revenues are received, current expenditures of the Corporation for the year.

BE IT THEREFORE ENACTED as a By-Law of the Corporation as follows:

1. The **Mayor, Finance Chair, General Government Chair, Treasurer, Deputy-Treasurer or Accounting Clerk** is/are hereby authorized to borrow on behalf of the Corporation from THE BANK OF NOVA SCOTIA (the 'Bank') from time to time by way of promissory note or bankers' acceptance a sum or sums not exceeding at any one time **Five Hundred Thousand Dollars, (\$500,000.00)** to meet, until the taxes are collected and other revenues are received, current expenditures of the Corporation for the year **2015**.
2. The **Any two of the persons listed above in #1** is/are hereby authorized to sign, make or draw on behalf of the Corporation and to furnish to the Bank from time to time promissory notes or bankers acceptances for the sum or sums so borrowed with Interest or any other charges at such rate as the Bank may from time to time determine.
3. The **Treasurer** hereby authorized and directed to furnish to the Bank at the time of each borrowing and at such other times as the Bank may from time to time request, a statement showing the nature and amount of the estimated revenues of the current year not yet collected or where the estimates for the year have not been adopted, a statement showing the nature and amount of the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year and also showing the total of any amounts borrowed in the current year and in any preceding year that have not been repaid.
4. All sums borrowed from the Bank and any interest thereon and any other charges in connection therewith shall, be a charge upon the whole of the revenues of the Corporation for the current year and for any preceding years as and when such revenues are received and that the **Treasurer** is/are hereby authorized to sign on behalf of the Corporation and to furnish to the Bank an Agreement or Agreements of the Corporation charging the said revenues of the Corporation with payment of all terms borrowed from the Bank and any interest thereon and any other charges in connection therewith.
5. The **Treasurer** is/are hereby authorized and directed to apply in payment of all sums borrowed from the Bank, and of any Interest thereon and any other charges in connection therewith, all of the moneys hereafter collected or received on account or realized in respect of the taxes levied for the current year and for any preceding years and all of the monies collected or received from any other source.

CERTIFICATE

I hereby certify that the foregoing is a true copy of By-Law No. 15-03 of the Corporation of the Town of Mattawa in the District of Nipissing duly passed at a meeting of the Council of the said Corporation duly held on the 12th day of January 2015 that the said By-Law is under the seal of the said Corporation and signed by its proper officers as required by law and that the said By-law is in full force and effect.

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

Mayor

Clerk

S E C U R I T Y A G R E E M E N T
M U N I C I P A L I T I E S A N D S C H O O L B O A R D S

To: THE BANK OF NOVA SCOTIA, (the "Bank")

WHEREAS by a 'By-law or Resolution passed by the Council of the Corporation of the Town of Mattawa on the 12th day of January, 2015 authority was given to the Mayor, Finance Chair, General Government Chair, Treasurer, Deputy-Treasurer or Accounting Clerk to borrow from the Bank the sum or sums therein mentioned and this Agreement was authorized.

AND WHEREAS the Corporation desires to borrow the said sum or sums from the Bank.

NOW IT IS HEREBY AGREED by the Corporation that in consideration of the Bank advancing or providing the said sum or sums to the Corporation that all the revenues of the Corporation of whatever nature and kind are hereby charged to and in favor of the Bank, as security for payment of the monies so advanced or provided by the Bank and any interest thereon and any other charges in connection therewith and the Bank shall have a lien upon all such revenues until the charge hereby and by the said By-law or Resolution created is satisfied.

The Corporation represents and warrants that the whole or any part or parts of the revenues of the Corporation are not subject to any prior charge, except as disclosed to the Bank in writing.

IN WITNESS THEREOF the Corporation has caused this agreement to be executed by its proper officers as required by law this 12th day of January, 2015.

WITNESS:

_____)	By: Sign	_____
)		
)	Title	_____
)		
)		c/s
)	Sign	_____
)		
)	Title	_____
)		

DATE RECEIVED
RECORDED-
APPROVED-.
E.O.

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: SOCIAL & FAMILY SERVICES

CHAIRPERSON: COUNCILLOR C. BASTIEN, JR.

DEPT. HEAD: FRANCINE DESORMEAU, DEPUTY-CLERK

TITLE: RESOLUTION OF SUPPORT – LOGGING IN ALGONQUIN
PROVINCIAL PARK

____ Draft By-Law X Item ____ Policy Recommendation

Mayor D. Backer and Members of Council:

In the correspondence section of the December 8, 2014 agenda an email, (Item #4.3) from Mr. Tom Bartlett of Janveaux Forest Products requested Council consider supporting to continue logging in Algonquin Park. The annual report released by the Environmental Commissioner of Ontario entitled “Managing New Challenges” recommends the end of harvesting of timber in Algonquin Provincial Park.

Logging has occurred in Algonquin Park for over 180 years, in harmony with the protection of other forest values, and continues to be a thriving ecosystem that also one million people visit annually to enjoy.

Our local economy relies heavily on commercial logging operations and the elimination of these jobs would be economically debilitating for local residents, ratepayers and surrounding municipalities. Council spoke of this situation and requested a resolution of support would be in order.

Recommendation:

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

Respectfully submitted
Councillor C. Bastien, Jr.