

**THE CORPORATION OF THE
TOWN OF MATTAWA**

AGENDA

**REGULAR MEETING OF COUNCIL
MONDAY, DECEMBER 22ND, 2014
7:00 P.M.**

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

THE CORPORATION OF THE TOWN OF MATTAWA
A G E N D A
MUNICIPAL COUNCIL CHAMBERS
160 WATER STREET
MATTAWA, ONTARIO
MONDAY, DECEMBER 22ND, 2014 @ 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 will be presenting to Council on the Youth Gaming Night
- 3.2 Sue Miller and Jeff Celentano of North Bay Mattawa Source Protection Committee will be presenting to Council on proposal for Mattawa

4. Correspondence

- 4.1 Mattawa Jr. 'A' Blackhawks – Re: Proposal for Council
Recreation, Tourism & Special Projects Committee – Director of Recreation, Tourism &
Special Projects Committee
- 4.2 Township of Algonquin Highlands – Re: Request to Support Resolution
General Government Services Committee – Clerk
- 4.3 Ministry of Municipal Affairs & Housing – Re: Letter of Congratulations to Mayor
General Government Services Committee – Clerk
- 4.4 Contact North – Re: Congratulations to Mayor with Information on Contact North
General Government Services Committee – Clerk
- 4.5 Ministry of Energy – Re: Information on Energy Planning
Environmental Services Committee – Clerk
- 4.6 Mattawan Township – Re: Recreation Committee Councillor for Mattawan Township
Recreation, Tourism & Special Projects Committee – Director of Recreation, Tourism &
Special Projects Committee
- 4.7 MNR – Re: Congratulations to Mayor & Information on Ministry
General Government Services Committee – Clerk
- 4.8 AMO – Re: Heads of Council Training in Thunder Bay
General Government Services Committee – Clerk
- 4.9 Mattawan Township – Re: Mattawa Landfill Committee Councillor for Mattawan Township
Environmental Services Committee – Clerk

Monday, December 22, 2014

Correspondence – Cont'd

- 4.10 House of Commons – Re: Congratulations letter to Mayor
General Government Services Committee – Clerk
- 4.11 Township of Chisholm – Re: DNSSAB Board Representative for Chisholm
General Government Services Committee – Clerk
- 4.12 Township of Chisholm – Re: Health Unit Board Representative for Chisholm
General Government Services Committee – Clerk
- 4.13 Ontario Parks – Re: Algonquin Park Forest Management Plan Inspection
Environmental Services Committee – Clerk
- 4.14 FONOM – Re: MNR & NDM Hear Concerns from Northern Mayors
Environmental Services Committee – Clerk
- 4.15 Ontario Heritage Trust – Re: 2015 Doors Open Ontario Program
Recreation, Tourism & Special Projects Committee – Director of Recreation, Tourism &
Special Projects Committee
- 4.16 Service Ontario – Re: Amendment to Contract Between Mattawa and Service Ontario
Recreation, Tourism & Special Projects Committee – Director of Recreation, Tourism &
Special Projects Committee
- 4.17 Cassellholme – Re: Board of Directors Term Expires December 31, 2014
General Government Services Committee – Clerk
- 4.18 Michelle Lahay-Doucette – Re: Request to Sit on Library Board
Library Committee – Clerk
- 4.19 FONOM – Re: Northern Municipality Hit Hard as Result of Forestry Sector Challenges
Environmental Services Committee – Clerk
- 4.20 FONOM – Re: Hypocrisy in Action – Greenpeace Encouraging False Information Attack
General Government Services Committee – Clerk
- 4.21 Township of Pelee – Re: OPP Billing Model Resolution
Protection to Persons & Property Committee – Clerk
- 4.22 Ministry of Citizenship, Immigration & International Trade – Re: Volunteer Recognition
General Government Services Committee – Clerk
- 4.23 Forum for Young Canadians – Re: Student Opportunities
General Government Services Committee – Clerk

Monday, December 22, 2014
Correspondence – Cont'd

- 5. Questions/Comments (public & Council) about the Content of the Agenda**
- 6. Municipal Report Number 702**
 - **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, December 22, 2014

Members of Council,

Attached please find Municipal Report Number 702 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: DAVID J. BURKE

TITLE: ADOPTION OF THE MINUTES

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

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

Councillor L. Mick

THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the regular meeting of Council held Monday, December 8th, 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
David J. Burke, Clerk
Francine Desormeau, Deputy Clerk

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

1. Meeting Called to Order
2. No Disclosure of Pecuniary Interest and Nature Thereof
3. Petitions & Delegations
4. Correspondence
5. No Questions/Comments about the Content of the Agenda
6. Municipal Report Number 701

Page No. 223

That the Standing Committees of Council as prescribed in By-law 95-20 are hereby established with the corresponding chairperson for the term of Council or until such time as Council deems otherwise.

- A) *Finance Committee - Councillor C. Lacelle*
 - B) *Library Committee - Councillor D. Sarrazin*
 - C) *General Government Committee - Councillor L. Mick*
 - D) *Health Services Committee - Councillor C. Bastien Jr.*
 - E) *Protection to Persons & Property, By-Law/Building Department Committee - Councillor G. Larose*
 - F) *Social & Family Services Committee - Councillor C. Bastien Jr.*
 - G) *Personnel Committee - Councillor C. Lacelle*
 - H) *Recreation, Tourism & Special Projects Committee - Councillor D. Sarrazin*
 - I) *Conservation Authority Committee - Councillor L. Mick*
 - J) *Planning & Development Services Committee - Councillor L. Mick*
 - K) *Transportation Services - Councillor G. Thibert*
 - L) *Environmental Services Committee - Councillor G. Thibert*
 - M) *Fire Department Committee - Councillor C. Lacelle*
 - N) *Electricity, Gas & Telephone Committee - Councillor G. Thibert*
- Carried

Resolution Number 14-46

Moved by Councillor C. Lacelle

Seconded by Councillor G. Thibert

- 2/3 *That Page No. 224 of Municipal Report Number 701 be amended to change The Nipissing District Housing Authority Committee appointment to reflect Councillor C. Bastien Jr.*
- Carried

Page No. 224

That the Town of Mattawa approves the following Committee appointments:

- | | |
|---|----------------------------------|
| ➤ <i>Algonquin Land Claim - Municipal Advisory Committee</i> | <i>Mayor D. Backer</i> |
| ➤ <i>Mattawa Senior Living</i> | <i>Mayor D. Backer</i> |
| ➤ <i>John Dixon Public Library</i> | <i>Councillor D. Sarrazin</i> |
| ➤ <i>Mattawa & District Chamber of Commerce (North Bay)</i> | <i>Councillor D. Sarrazin</i> |
| ➤ <i>Mattawa & District Museum</i> | <i>Councillor G. Larose</i> |
| ➤ <i>Canadian Ecology Centre</i> | <i>Councillor C. Bastien Jr.</i> |
| ➤ <i>Nipissing District Housing Authority</i> | <i>Councillor G. Thibert</i> |
| ➤ <i>Police Services Board</i> | <i>Councillor C. Lacelle</i> |
| ➤ <i>Cemetery Board</i> | <i>Councillor G. Larose</i> |
| ➤ <i>Food Bank</i> | <i>Councillor D. Sarrazin</i> |
| ➤ <i>Landfill</i> | <i>Councillor G. Thibert</i> |
| ➤ <i>Hospital Board</i> | <i>Councillor C. Bastien Jr.</i> |

Carried as amended

Page No. 225

It is respectfully recommended to Council that the minutes of the Regular Meeting of Monday November 24, 2014 and the Special Meeting of Monday December 1, 2014 be adopted as circulated.

Carried

Page No. 226

That the disbursements for the month of November 2014 in the amount of \$379,665.32 be adopted as submitted.

Carried

Page No. 227

That Mr. F. Rockburn's request for permission to "trap" on municipal property known as the Mattawa Landfill Site property be approved in accordance with his letter dated October 29, 2014 for four years until December 2018.

Carried

Page No. 228

That the Town of Mattawa contribute \$200.00 to the Christmas Day community dinner which will be held at the Mattawa Legion by a group of good Samaritans from 5-8 pm.

Carried

Page No. 229

That the Town of Mattawa submits an application under the Building Canada Fund-Small Communities Fund (BCF-SCF) for the Champlain Street – Ottawa Street Water Main Replacement and to also submit an application under the Ontario Community Infrastructure Fund (OCIF) application base component for the Mattawa Street (Hurdman Street to Main Street) Sewer and Water Renewal.

Withdrawn with approval of Council

Page No. 230

That the Town of Mattawa adopt By-Law 14-39 which authorizes the signing of a contribution agreement for funding under the Ontario Community Infrastructure Fund (OCIF) formula based component with the Ontario Ministry of Agriculture, Food and Rural Affairs for providing funding of \$25,721.00 in 2015, 2016 and 2017.

Carried

Page No. 231

It is therefore recommended that the Corporation Town of Mattawa accept with thanks funding from NOHFC and advertise for a Youth Intern Position which will employ a Recreation Programmer for a one year contract. The Ministry will provide 90% funding in the amount of \$30,990.00 and the Town of Mattawa will be responsible for \$3444.00 plus benefits. Other funding sources will be sought out to further alleviate the municipality's costs.

Carried

Resolution Number 14-47

Moved by Councillor C. Lacelle

Seconded by Councillor G. Thibert

That the Municipal Report Number 701 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
12. Return to Regular Session
13. Adjournment

The regular meeting of Council Monday, December 8th, 2014 adjourned at 8:20 p.m.

Mayor

Clerk

THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the special meeting of Council held Monday, December 15, 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
David J. Burke, Clerk
Francine Desormeau, Deputy Clerk

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

1. Meeting Called to Order

Mr. Robert Mazzuca, NOJHL Commissioner, Mr. Al Donnan and Mr. Patrick Geary, New Franchisee Owners, made a presentation to Council regarding the state of the Mattawa Jr "A" Blackhawks hockey team.

2. No Disclosure of Pecuniary Interest and Nature Thereof

3. Committee Reports

3.1 Project Updates:

- a) Recreation Department made presentation concerning fuel at the Marina, the disrepair of the docks, the zamboni, seating in foyer at arena, Timmins Park splashpad, Mattawan Street beach house and boardwalk conditions, state of Voyageur Days and the Mattawa Food Bank.
- b) General Government / Planning Department made presentation concerning the 2015 issuance of an RFP for the Official Plan Amendment OPA, Zoning By-Law, Terry Belanger land surplus, Jim Cunningham land surplus, OPP new Billing Model.
- c) Public Works made presentation concerning landfill site and MOE Certificate of Approval amendment application, Industrial Park Project, LED Streetlights Project, James Street – Mattawan Street renewal, water plant roof, Brydges Street renewal, Mattawan Street to Hurdman Street, Town clock computer hardware replacement, diesel fuel tank upgrades and purchase of equipment.

4. In Camera (Closed Session)

Resolution Number 14-48

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 14-49

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 14-50

Moved by Councillor C. Lacelle

Seconded by Councillor G. Thibert

- 2/3 *That the special meeting reconvene from the In Camera session at 10:40 p.m.*

Carried

Mayor Backer stated the in-camera session was concerning a serious matter with Personnel that will need an HR specialist

5. Presentation of By-law/Resolutions/2/3 Special Resolutions:

Resolution Number 14-51

Moved by Councillor G. Thibert

Seconded by Councillor C. Bastien

- 2/3 *That the Town of Mattawa submits an application under the Building Canada Fund-Small Communities Fund (BCF-SCF) for the Champlain Street – Ottawa Street Water Main Replacement and to also submit an application under the Ontario Community Infrastructure Fund (OCIF) application base component for the Mattawa Street (Hurdman Street to Main Street) Sewer and Water Renewal.*

Carried

Resolution Number 14-52

Moved by Councillor G. Thibert

Seconded by Councillor C. Bastien

- 2/3 *It is therefore recommended that the Corporation of the Town of Mattawa advance the sum of \$100,000.00 in way of a loan to the Mattawa Voyageur Days Committee.*

Carried

Resolution Number 14-53

Moved by Councillor C. Lacelle

Seconded by Councillor L. Mick

- 2/3 *That the Municipality of Mattawa hire Mr. Ward Jones to conduct a workplace inquest and provide a written report with recommendations on how to resolve the matter. Mr. Ward Jones has been contacted and will be able to conduct the inquest within a reasonable period of time. Mr. Ward Jones fee will be \$1400.00 (one thousand-four hundred dollars) per day.*

Carried

6. Return to Regular Session

7. Adjournment

The special meeting of Council Monday, December 15, 2014 adjourned at 10:50 p.m.

Mayor

Clerk

THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the special meeting of Council held Wednesday, December 17, 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
David J. Burke, 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. Committee Reports
4. In Camera (Closed Session)

Resolution Number 14-54

Moved by Councillor C. Lacelle
Seconded by Councillor C. Bastien

- 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 14-55

Moved by Councillor C. Lacelle
Seconded by Councillor C. Bastien

- 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 14-56

Moved by Councillor C. Lacelle

Seconded by Councillor C. Bastien

2/3 *That the special meeting reconvene from the In Camera session at 8:07 p.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:

Resolution Number 14-57

Moved by Councillor G. Thibert

Seconded by Councillor C. Lacelle

2/3 *Due to workplace inquest the Corporation Town of Mattawa is taken measures to ensure the integrity of the investigation brought forward.*

Carried

6. Return to Regular Session

7. Adjournment

The special meeting of Council Wednesday, December 17, 2014 adjourned at 8:10 p.m.

Mayor

Clerk

Date: MONDAY DECEMBER 22ND, 2014

age No: **242**

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: RECREATION, TOURISM & SPECIAL PROJECTS

CHAIRPERSON: COUNCILLOR D. SARRAZIN

DEPT. HEAD: JACQUES BEGIN

TITLE: NOHFC YOUTH INTERNSHIP

 X Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

The Corporation Town of Mattawa was successful in receiving funding for a Youth Internship – Recreation Programmer from the Northern Ontario Heritage Fund Corporation. Attached is the legal agreement and required signing by-law.

Council approved moving forward with advertising for the position which closes on Monday December 22, 2014 at 12 noon. The applications will be reviewed and interviews set after the Christmas holidays. A recommendation for employment will be tabled on January 12, 2015 with anticipated start date of Friday January 16, 2015.

Recommendation:

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.

Respectfully submitted

Councillor D. Sarrazin

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 14-40

BEING a by-law to authorize the signing of an agreement between Northern Ontario Heritage Fund Corporation Youth Internship Initiative Program and the Town of Mattawa to hire a Mattawa Youth and Senior Recreation Programmer Intern who, under the supervision of the Director of Tourism, Recreation and Special Projects will research, market, organise and operate various children youth and seniors programs to increase health and wellness specifically within these age groups, identify existing programs for potential enhancements and increased participation.

WHEREAS the Northern Ontario Heritage Fund Corporation (NOHFC) requires the signing of a legal binding agreement between the Municipality and the Corporation to fund the one year Youth Internship Program.

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

1. That the Town of Mattawa agrees to sign the agreement with NOHFC, which will provide funding for a Youth Intern with the Recreation, Tourism & Special Projects Department for a period of 52 weeks.
2. That the Mayor and Clerk are authorized to sign and execute the Agreement attached hereto as Appendix "A".

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

Mayor

Clerk

Northern Ontario Heritage Fund Corporation
Northern Ontario Internship Program Agreement

THIS AGREEMENT is made effective as of **September 22, 2014** (the "Agreement")

BETWEEN: Northern Ontario Heritage Fund Corporation ("NOHFC")

AND: TOWN OF MATTAWA (the "Employer")

WHEREAS the Employer is a municipal corporation under the laws of Ontario and wishes to obtain financial assistance from NOHFC to enable it to hire a post-secondary graduate to fill an internship Position, as more fully described in Schedule B;

AND WHEREAS NOHFC wishes to provide financial assistance towards the costs of the Position in the form of a conditional contribution that does not need to be repaid by the Employer provided that the terms and conditions of this Agreement are satisfied;

NOW THEREFORE in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

A. The Agreement

The following Schedules are attached to, and form part of, this Agreement:

Schedule A -	Terms and Conditions
Schedule B -	Position Description and Financial Information
Schedule C -	Form of Request for Reimbursement
Schedule D -	Final Report

Capitalised terms not otherwise defined in this document shall have the meanings ascribed to them in Schedule A.

B. Agreement Term and Internship Work Term

This Agreement shall continue in effect until the Work Term is completed or this Agreement is terminated in accordance with its terms.

The Employer shall cause the Position to be filled and paid for during the Work Term set out in Schedule B.

The Employer must have selected, hired and advised the Project Officer of an Eligible Candidate within 6 months commencing on the Minister's approval letter date of November 17, 2014, and the Work Term must be completed within 18 months of this date. No financial assistance will be provided for any employment after the 18 month period.

If there is a delay in filling a Position, the Employer may, by giving prior notice to the assigned project officer, amend the Start Date of the Work Term to coincide with the date on which the Position is filled, and employment commences. Notwithstanding the foregoing, the Start Date may not be later than 6 months after the date of approval and the duration of the Work Term may not be amended except with the prior written agreement of NOHFC.

C. Contribution

The Contribution is limited to the lesser of:

- (i) ninety percent of Eligible Costs incurred and paid by the Employer to the Intern during the Work Term (Note: this percentage is based on the weekly wage set out in Schedule B; if the Employer pays the Intern more or less than that wage, NOHFC will adjust the percentage accordingly), and
- (ii) **thirty thousand nine hundred ninety dollars (\$30,990.00)**

D. Specific Terms and Conditions

NOHFC's obligation to pay some or all of the Contribution to the Employer at any time during the term of this Agreement is conditional upon the Employer recruiting, hiring, training and paying the Intern in accordance with this Agreement and complying with all other provisions of this Agreement, including the additional terms set out in this section D, if any.

E. Contact

The contact information for the parties is as follows:

	NOHFC	TOWN OF MATTAWA
Full Legal Name	Northern Ontario Heritage Fund Corporation	TOWN OF MATTAWA
Address	70 Foster Drive, Suite 200 Sault St. Marie, Ontario P6A 6V8	160 Water Street P.O. Box 390 Mattawa ON P0H 1V0
Contact Name	Bruce Strapp	Mr. David Burke
	Executive Director	Admin/Clerk/Treasurer
Telephone	1 (800) 461-8329; 1 (705) 945-6700	(705)744-2311
Facsimile	1 (705) 945-6701	(705)744-3567
E-mail	nohfc@ndm.gov.on.ca	

F. Agreement to be Bound.

The parties to this Agreement acknowledge and agree that they have read it, understand it, have the authority to enter into it and agree to be bound by it. The signatories certify that they have the power and authority to bind the party on behalf of which they are executing this Agreement.

TOWN OF MATTAWA

By: _____ Date Signed: _____

Name (Print): _____ Title: _____

NORTHERN ONTARIO HERITAGE FUND CORPORATION

By: Bruce Strapp, Executive Director Date Signed: _____

SCHEDULE A

TERMS AND CONDITIONS

1. Interpretation

1.1. In this Agreement, the following capitalized terms have the meanings set out below:

- (a) "Contribution" means the conditional contribution payable by NOHFC to the Employer in accordance with this Agreement;
- (b) "Eligible Candidate" means an individual who is (i) a graduate of a college or university registered with the Ministry of Training, Colleges and Universities (MTCU) from a program that is approved by MTCU with qualifications in a field of study that is related to the employment offered by the Employer, (ii) not an immediate family member or relative of the Employer;
- (c) "Eligible Costs" means the actual salary or wages paid to the Intern which were incurred by the Employer during the Work Term, but does not include:
 - (i) any benefits paid by the Employer including but not limited to: vacation pay; bonuses; gifts; termination or severance pay; expenses and allowances; and group medical, dental, or life insurance; Employer Health Tax (EHT); and
 - (ii) the Employer's portion of statutory remittances, including but not limited to contributions to the Canadian Pension Plan and Employment Insurance (EI) premiums;
- (d) "Intern" means an Eligible Candidate hired to fill the Position, and
- (e) "Northern Ontario" means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming;
- (f) "Position" means the internship position described in Schedule B;
- (g) "Work Term" means the timing and duration of the Position set out in Schedule B, which may be amended by the Employer in accordance with section B of the Agreement.

1.2. In the event of conflict between the provisions of the different components of this Agreement, the main body of this Agreement shall prevail over the Schedules, and Schedule A shall prevail over Schedule B.

2. Position and Hiring

2.1. The Employer shall fulfill its obligations under this Agreement with due diligence and in a businesslike manner. At all times during the term of this Agreement, the Employer shall be responsible for (i) the identification and recruitment of Eligible Candidates, and (ii) the hiring, training, supervision and payment of the Intern. Before filling a Position, the Employer shall provide such information to the assigned project officer about the prospective Intern as NOHFC may reasonably require (but not personal information, as defined in the *Freedom of Information and Protection of Privacy Act*) to satisfy NOHFC that the Intern meets the applicable eligibility criteria set out in the definition of Eligible Candidate, above. NOHFC has no responsibility for, no relationship with, and no liability for the actions of, any Intern.

- 2.2. The Employer agrees that it shall be responsible for recruiting Eligible Candidates through a fair selection process and will work through career centres of post-secondary educational institutions, where reasonably possible.
- 2.3. The Employer shall notify NOHFC as soon as possible in the event that it becomes aware of actual or possible hiring delays or inability to fill a Position or complete a Work Term. Except as set out in section B of this Agreement, the Employer shall not alter any element of a Position (as described in its application for a Contribution) or permit or cause any other material change to the Position, without the prior written consent of NOHFC. NOHFC's consent shall not be withheld unreasonably.
- 2.4. The Employer shall notify NOHFC promptly when an Intern has been hired for the Position and when the Intern leaves the Position. If the Position becomes vacant for any reason prior to the end of the Work Term, the Employer must immediately notify NOHFC and indicate whether or not the Employer wishes to hire a replacement Intern for the Position. If the Employer wishes to hire a replacement Intern for the position, NOHFC will agree to contribute towards the replacement Intern's salary or wages, provided that all of the following conditions are satisfied:
- (a) The Employer is not in default under this Agreement;
 - (b) The departing Intern has left the Position within the first 9 months of the Work Term;
 - (c) NOHFC is satisfied, in its sole discretion, that the Employer will offer the same suitable employment to the replacement Intern that was previously offered to the departing Intern;
 - (d) The Employer informs the assigned project officer promptly of a replacement Intern whom it wishes to hire, and NOHFC is satisfied, acting reasonably, that the replacement Intern is suitably qualified to fill the Position;
 - (e) The Employer shall have entered into a new written agreement with NOHFC with respect to a 12-month work term for the replacement Intern (the "Replacement Agreement") on substantially the same terms and conditions as this Agreement, with the following exceptions:
 - (i) the maximum aggregate amount of funding payable by NOHFC under the Replacement Agreement shall not exceed the maximum amount of the Contribution;
 - (ii) if the replacement Intern leaves the Position before the end of the replacement's work term, NOHFC will not provide funding for a subsequent Intern to fill the Position.

Despite the foregoing, if the Employer wishes to hire a new intern for any position at any time, the Employer may submit a new funding application under the Northern Ontario Internship Program, which will be evaluated in the normal course in accordance with NOHFC's usual guidelines and criteria.

3. Contribution Conditions

- 3.1. NOHFC makes the Contribution on the basis of reimbursement for Eligible Costs incurred. On expiry or termination of this Agreement or termination of a Position, NOHFC may recover any excess of funds provided to the Employer and such amount is considered to be a debt immediately due and payable to NOHFC.
- 3.2. The amount of the Contribution paid to the Employer shall be used only to reimburse actual expenditures on Eligible Costs during the term of this Agreement.
- 3.3. In no event will NOHFC be responsible for funding any cost overruns related to a Position.
- 3.4. Before advancing any part of the Contribution, NOHFC shall have received a completed electronic funds transfer information form which will enable NOHFC to deposit the funds into the Recipient's designated bank account by way of electronic funds transfer.

4. Additional Assistance

- 4.1. The Employer shall notify NOHFC if the Employer receives additional assistance towards the cost of a Position from sources other than NOHFC. NOHFC may in its sole discretion reduce the amount of the Contribution by an amount equal to the amount of any new funding received by the Employer, to ensure that there is no duplication in funding.

5. Pre-disbursement Requirements

- 5.1. Prior to the first disbursement of the Contribution under this Agreement, the Employer shall provide to the assigned project officer: (i) copies of its resolution(s), by-law(s) or other documentation satisfactory to NOHFC, evidencing that the Position and the application for a conditional contribution have been properly authorised, and (ii) any additional authorisations identified in section D of the main body of this Agreement, "Specific Terms and Conditions", and (iii) the insurance certificate(s) or other documents provided for in section 9.

6. Default

- 6.1. If the Employer is in default under this Agreement or any other agreement between it and NOHFC, in its sole discretion NOHFC may recover any funds advanced or an amount equal to the advanced funds and may refrain from making further payments of the Contribution. The Employer agrees that if it is in default under this Agreement, NOHFC may refuse to consider any future applications by the Employer for NOHFC funding.
- 6.2. The following constitute events of default under this Agreement:
- (a) the Employer becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or in the sole opinion of NOHFC, otherwise faces other serious financial difficulty;
 - (b) an order is made or resolution passed for the winding up of the Employer, or the Employer is dissolved or in the sole opinion of NOHFC, the Employer ceases to operate;
 - (c) the Employer has submitted false or misleading information to NOHFC, or otherwise makes a false representation in this Agreement;
 - (d) the Employer has failed to perform one or more of its obligations under this Agreement;
 - (e) the Employer has failed to hire an Intern to commence employment within the first 6 months of the Work Term;
 - (f) in the opinion of NOHFC, there is a material adverse change in risk.

7. Payment of Contribution

- 7.1. The Contribution will be paid semi-annually on a reimbursement basis. At the end of the first 6 months of the Work Term, the Employer shall submit to the assigned project officer a Statement of Account and any semi-annual reports or deliverables required herein. A final payment at the end of the Work Term will not be made until NOHFC has received a final Statement of Account and a Final Report. "Statement of Account" and "Final Report" are described in subsections 7.4 and 7.5 below, respectively.
- 7.2. Subject to the terms and conditions of the Agreement, NOHFC shall issue a cheque in the Recipient's name or deposit the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.

7.3. In the event of a debt owing to NOHFC by the Employer, the Employer shall pay the amount of the debt, if any, by cheque payable to the "Northern Ontario Heritage Fund Corporation" and the said cheque shall accompany the final Statement of Account.

7.4. Every Statement of Account required under this Agreement shall include:

- (a) details of expenditures on Eligible Costs to date in the form set out in Schedule C;
- (b) a statement that the Intern meets the applicable eligibility criteria set out in paragraph 1.1(b) and that all expenditures are in accordance with this Agreement;
- (c) a signature by a person with signing authority for the Employer, verifying the information in paragraphs 7.4 (a) and (b) above; and
- (d) if requested by NOHFC, original receipts or other evidence of payment of salary, wages and employee benefits, which upon request by the Employer may be returned to the Employer after the Statement of Account has been paid.

7.5. The Final Report shall be in the form set out in Schedule D to this Agreement.

8. Records and Monitoring

8.1. The Employer shall maintain financial records and books of account respecting the Position in accordance with generally accepted accounting procedures.

8.2. NOHFC and the Provincial Auditor and their employees and agents shall be allowed access to the Employer's premises and to the Intern's work site to inspect and assess the progress and results of the Position and the Position records, both during and following the term of this Agreement.

8.3. The Employer shall supply, on request, such information in respect of the Position and its results as NOHFC may require for the purpose of monitoring the Position or the Northern Ontario Internship Program.

8.4. If NOHFC or the Provincial Auditor believes that there are material inaccuracies in or inconsistencies between the Statements of Account and the Employer's financial records and books of account, NOHFC or the Provincial Auditor may request and the Employer must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:

- (a) NOHFC funds received to date;
- (b) expenditures made to date;
- (c) whether the expenditures were made in accordance with this Agreement; and
- (d) other financial information pertaining to this Agreement as may be reasonably specified in the request.

9. Indemnity and Insurance

9.1. The Employer hereby agrees to indemnify and hold harmless Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives from and against any and all liability, losses, 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 Employer or otherwise in connection with the Agreement..

- 9.2. The Employer 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 obligations similar to the obligations required of the Employer under this Agreement 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) Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives as additional insureds with respect to liability arising in the course of performance of the Employer's obligations under, or otherwise in connection with, this Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a thirty (30) day written notice of cancellation.
- 9.3. The Employer shall provide to the assigned project officer with valid certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided in section 9.2. Upon the request of NOHFC, the Employer shall make available to NOHFC a copy of each insurance policy.
- 9.4. If the Employer is subject to the *Workplace Safety and Insurance Act, 1997*, the Employer is registered with the Workplace Safety and Insurance Board (WSIB), shall at all times throughout the employment of the Intern pay all amounts payable under the Act to the WSIB when they are due and, upon the request of NOHFC, shall deliver to NOHFC a copy of a current compliance certificate issued by the WSIB.

10. Compliance with Laws

- 10.1. The Employer shall, and shall require its directors, officers, partners, employees, agents, contractors and volunteers, if any, at all times to comply with any and all federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders applicable to the performance of this Agreement, the employment of the Intern and the Position. The Employer shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement, the employment of the Intern and the Position.

11. Information and Acknowledgement

- 11.1. The Contribution shall be acknowledged by the Employer on all reports, press releases, public statements, and publications pertaining to the Position or the Intern.
- 11.2. Subject to the *Freedom of Information and Protection of Privacy Act*, all information pertaining to the Contribution and the Employer's obligations under this Agreement is public information and may be released to third parties upon request.

12. Notices

- 12.1. Any notices to be given, and all reports and statements of account, and correspondence, under the provisions of this Agreement, shall be in writing and shall be given by personal delivery, prepaid registered mail, facsimile transmission, or courier service, and subject to change by either party with written notice, shall be addressed to the party at the address set out in this Agreement. Notices shall be deemed to have been effectively given on the date of delivery by

personal service, facsimile transmission, or courier, or in the case of service by registered mail five business (5) days after the date of mailing.

13. Other Terms and Conditions

- 13.1. Corporate Changes. The Employer shall not alter its legal or corporate structure, ownership, control, financing or objects without the prior written consent of NOHFC. NOHFC's consent shall not be withheld unreasonably.
- 13.2. Assignment. The Employer shall not assign this Agreement, nor any part hereof, without the prior written approval of NOHFC. Such approval may be withheld by NOHFC in its sole discretion, or given on such terms and conditions as NOHFC may require.
- 13.3. Third Parties. The Employer shall take reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors and volunteers shall be bound to observe the provisions of this Agreement.
- 13.4. Financial Assistance Only. This Agreement is not an employment agreement. This Agreement is a contract for conditional financial assistance only and nothing in it, or done pursuant to it, is to be construed as constituting the Employer as NOHFC's agent, employee, partner or joint venturer.
- 13.5. Waiver. The failure by NOHFC to insist in one or more instances upon the performance by the Employer of any of the terms or conditions of the Agreement shall not be construed as a waiver of NOHFC right to require future performance of any such terms or conditions, and the obligations of the Employer with respect to such future performance shall continue in full force and effect.
- 13.6. Force Majeure. A party to this Agreement shall not be responsible for failures in performance resulting from matters beyond the reasonable control of the party, including acts of God, riots or other civil insurrection, war, or strikes and lock-outs.
- 13.7. Severability. The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.
- 13.8. Amendment. This Agreement may be amended only by written agreement between the parties. An amendment may (i) be prepared by NOHFC for signature by the Employer, or (ii) consist of a written request for one or more changes to this Agreement which the Employer submits to NOHFC by facsimile transmission ("fax"), e-mail or lettermail, and if approved without modification by NOHFC, has been signed or, in the case of e-mails, approved by the Executive Director of NOHFC and faxed, e-mailed or mailed back to the Employer.
- 13.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 13.10. Time is of the Essence. Time is of the essence in the performance of the obligations under this Agreement.
- 13.11. Entire Agreement. This Agreement, including the Schedules, embodies the entire agreement between the Employer and NOHFC with respect to its subject matter and supersedes any previous understanding or agreement, collateral, oral or otherwise, between them in the event of conflict.
- 13.12. Survival. The following provisions shall survive the termination or expiration of the Agreement: sections 2.0 - Position and Hiring, 7.0 - Payment of Contribution, 8.0 - Monitoring, 9.0 - Indemnity and Insurance, 11.0 - Information and Acknowledgement, and this subsection 13.12.

Internship Project Number: 8500454

SCHEDULE B**POSITION DETAILS/JOB DESCRIPTION AND FINANCIAL INFORMATION****A. POSITION DETAILS/JOB DESCRIPTION – REFER TO SECTION E OF APPLICATION****JOB TITLE:** Mattawa Youth & Senior Recreation Programmer Intern**JOB DESCRIPTION:**

TOWN OF MATTAWA wishes to hire a Mattawa Youth & Senior Recreation Programmer Intern who, under the supervision of the Director Tourism and Recreation will research, market, organise and operate various children youth and seniors programs to increase health and wellness specifically within these age groups- identify existing programs for potential enhancements and increased participation.

The key duties and responsibilities the intern will undertake are the following:

- Identify recreation program gaps for children/youth and seniors in the Mattawa area. Identify which programs can be offered and how these programs can become sustainable.
- Operate children/youth and seniors recreation health & wellness programs.
- Keep daily records on the program offered, age group, attendance, program satisfaction and interest recruiting special events& and their success.
- Responsible for registration, collecting and deposit fees (if applicable).
- Develop a Recreation Health and Wellness Program Strategy with emphasis on long term sustainable programs including the Programmer position with the Employer.
- The intern will also inventory existing programs, identify gaps and report recommendations for enhancements and research funding partnerships for these programs.

The educational background being sought is a graduate of a post-secondary university or college in the field of Recreation or Health, Wellness and Fitness with experience working with children, youth and seniors.

B. FINANCIAL INFORMATION

START DATE: December 1, 2014	END DATE: November 30, 2015
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# OF WEEKS	HOURS PER WEEK	HOURLY RATE	WEEKLY RATE	TOTAL WAGES	NOHFC CONTRIBUTION	NOHFC % OF ELIGIBLE COSTS*
52	35	\$18.92	\$662.00	\$34,434.00	\$30,990.00	90%

* **Note:** "NOHFC's % of Eligible Costs" is based on the weekly rate set out above. If the Employer pays the Intern more or less than that weekly wage, NOHFC will adjust the percentage accordingly so that in any event the maximum NOHFC contribution per week does not exceed the weekly rate set out above multiplied by the percentage set out above.

SCHEDULE C

Request for Reimbursement under the Northern Ontario Internship Program

This request for reimbursement form should be completed by the Employer and returned to the project officer assigned to the Employer by NOHFC. A Statement of Account must accompany this form. If this is a final request for reimbursement, then a Statement of Account and a Final Report (Schedule D attached) must accompany this request form.

General Information		Internship Claim	
NOHFC Number: 8500454		1st Claim <input type="checkbox"/>	Final Claim <input type="checkbox"/>
Job Title: Mattawa Youth & Senior Recreation Programmer Intern		Pay Period covered	Pay Period covered
		From: _____	From: _____
Employment Start Date: _____		To: _____	Last Date Intern Worked: _____
Employer Profile		Contact Name: _____	
Employer Name: TOWN OF MATTAWA		Contact Number(s): _____	
NOTE: has your mailing address changed since you applied: Yes <input type="checkbox"/> No <input type="checkbox"/>			
Provide Current Mailing Address: _____		City or Town: _____	Postal Code: _____
<i>(Cheques will be mailed to your current mailing address, if the employer or payment address has changed; written direction from the Employer will be required. For assistance please speak to your project officer.)</i>			
Funding Calculations		Claims to Date: \$ _____	
Maximum NOHFC Funding Approved: \$ _____		Claim Calculation (reference note below for eligible costs)	
Total Weeks Worked: _____	Total Hours per Week: _____	Hourly Rate Paid: \$ _____	Weekly Rate Paid: \$ _____
			Total Paid (this claim): \$ _____
Declaration by Employer			
<p>The undersigned hereby declares that all expenditures reported in this claim form are Eligible Costs under NOHFC's Internship program. Funds provided by NOHFC shall be used solely by the undersigned for the reimbursement of salary costs incurred through the employment of the Intern under the Internship program. Evidence of reported expenditures will be provided if requested. The Employer has fulfilled all applicable terms and conditions of the Northern Ontario Internship Agreement between the Employer and NOHFC.</p>			
By: _____		_____	
Authorized Signature		Date	
_____		_____	
Name (Print)		Title	

Note: "Eligible Costs" means the actual salary or wages paid to an Intern, which were incurred by the Employer during the Work Term, but do not include:

- (i) any benefits paid by the Employer including but not limited to: vacation pay; bonuses; gifts; termination or severance pay; expenses and allowances; and group medical, dental, or life insurance; Employer Health Tax (EHT); and
- (ii) the Employer's portion of any deductions including but not limited to contributions to the Canadian Pension Plan and Employment Insurance (EI) premiums

For Office Use Only			
Eligible Costs on this Claim: \$ _____	x	Percentage of Eligible Costs payable by NOHFC: _____ %	= Amount Claimed from NOHFC: \$ _____

SCHEDULE D
Final Report

NOHFC Project Number: 8500454

Employer: TOWN OF MATTAWA

Job Title: Mattawa Youth & Senior Recreation Programmer Intern

Please provide an assessment of the Internship program

Have the objectives of the Position been met? (Please use Schedule B as a reference)

What is the employment status of the intern hired under the program?

Intern will be hired full- time by this organization

As a result of training received during the internship, the intern has secured full-time employment:

In northern Ontario

Outside northern Ontario

None of the above – please explain: _____

Supervisor signature: _____

Date: _____

Name (Print) _____

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: RECREATION, TOURISM & SPECIAL PROJECTS

CHAIRPERSON: COUNCILLOR D. SARRAZIN

DEPT. HEAD: JACQUES BEGIN

TITLE: ISSUING SERVICES AGREEMENT AMENDMENT WITH SERVICE ONTARIO

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

The municipality, in 2009, entered into an issuing services agreement in order for the existing MTO licensing offices to expand their services to include applications for Health Cards with Service Ontario (By-law 09-28).

A letter received November 28, 2014 (Correspondence No. 4.16 of this agenda) from the Ministry of Government and Consumer Services (Service Ontario) stated they are exercising their option to extend the municipality's Issuing Services Agreement for another five years which will extend the original agreement from February 1, 2015 to January 31, 2020. The original agreement, under Section 27.02, provided an option to extend the agreement for a maximum of two additional terms.

Staff reviewed the amending agreement, Addendum # 2, which describes some small changes from the original agreement such as french language services, accessibility, office premises, security and service standards which we are already in compliance with in all areas.

Recommendation:

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".

Respectfully recommended

Councillor D. Sarrazin

CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 14-41

**BEING A BY-LAW TO AMEND BY-LAW 09-28 WHICH IS AN
AGREEMENT BETWEEN THE
MINISTER OF GOVERNMENT SERVICES AND
THE CORPORATION OF THE TOWN OF MATTAWA**

WHEREAS Subsection 8 of the Ontario Municipal Act 2001, S. O. 2001, c. 25 empowers and authorizes a municipality to enter into agreements to enable them to govern their affairs as they consider appropriate;

AND WHEREAS the municipality wishes to amend the original agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Government Services by extending the period end date one additional term to January 31, 2020 as per Addendum No. 2, attached hereto as Schedule "A".

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

1. The Mayor and Clerk are hereby authorized and empowered to execute the aforesaid Agreement, Addendum No. 2, on behalf of the Council for the Corporation of the Town of Mattawa and to affix hereto the Corporate Seal.
2. That the attached Agreement between the Corporation of the Town of Mattawa and the Minister of Government Services, Schedule "A" shall form part of this By-law.
3. That this agreement shall be effective and shall remain in effect and force in accordance with the terms of the agreement subject to any amendments thereto or the termination of the said agreement.

READ PASSED AND ADOPTED this _____ day of _____ 2014.

Mayor

Clerk

ADDENDUM NO. 2

THIS ADDENDUM NO. 2 is made in duplicate and is effective as of the First day of February 2015.

BETWEEN:

HER MAJESTY THE QUEEN in right of Ontario

As represented by the

Minister of Government and Consumer Services

(referred to as "MGCS")

AND

THE CORPORATION OF THE TOWN OF MATTAWA

(referred to as the "Service Provider")

WHEREAS the Ministry's name was changed to Ministry of Government and Consumer Services,

AND MGCS and the Service Provider have entered into an agreement for the delivery of Issuing Services effective as of the 1st day of February, 2010 (the "Agreement");

AND MGCS may, as per section 27.02 of the Agreement, exercise its option to extend the Agreement for a maximum of two additional (2) terms;

AND the Service Provider shall at the option of MGCS, as per section 27.03 of the Agreement, execute a new Issuing Services Agreement, which may contain provisions additional to, or different from, provisions contained in the Agreement;

NOW THEREFORE in consideration of MGCS exercising its option to extend the Agreement, the mutual covenants and agreements herein and subject to the terms and conditions in this Addendum No. 2, the parties agree as follows:

1. The Service Provider hereby consents to the Ministry's exercise of its option to extend the Agreement for one (1) additional term, under the terms and conditions contained in the Agreement, except for the option to renew and the amendments contained in this Addendum No. 2. The final date of this extended term shall be **January 31, 2020.**

2. Section 1.01 of the Agreement is amended to delete the following defined terms:

"Private Issuing Network"

"Private Issuing Office"

3. Section 1.01 of the Agreement is amended to add the following terms:

"Business Continuity Plan" has the meaning set out in section 21.03;

"Electronic Funds Transfer", has the meaning set out in section 9.09;

"Private ServiceOntario Centre" means a privately-run ServiceOntario centre operated by an independent service provider under an agreement with her Majesty the Queen in Right of Ontario. For clarity all references in this Agreement to "Private Issuing Office" are amended to mean "Private ServiceOntario Centre";

"Service Provider Network" means the network of authorized private service providers who operate ServiceOntario centres on behalf of ServiceOntario in the Province of Ontario. For clarity all references in this Agreement to "Private Issuing Network" are amended to mean "Service Provider Network";

4. Article 4 of the Agreement is amended to add the following section:

4.10 Adherence to Service Standards

The Service Provider shall adhere to the service standards, with respect to responding to telephone calls, emails and wait times as further described in the Operational Directives and Instructions of MGCS.

5. Section 4.02 of the Agreement is amended to read as follows:

4.02 Performance of Issuing Services

The Service Provider shall perform the Issuing Services in a diligent, skillful, competent, and reputable manner that promotes MGCS's desire to maintain mutual courtesy and respect in dealings between MGCS and its customers and build confidence and respect in the ServiceOntario brand. In addition, the Service Provider shall perform the Issuing Services in compliance with the following:

- (a) the Operational Directives, including MGCS's reporting requirements;
- (b) all Instructions of MGCS concerning the Issuing Services;
- (c) the Requirements of Law;
- (d) the Instructions of any Authority acting pursuant to the Requirements of Law;
- (e) "Our Service Principles" pursuant to Schedule 2 of this Agreement; and
- (f) the other provisions of this Agreement.

6. Section 4.04 is amended to read as follows:

4.04 French Language Services

If the Premises are situated in an area of the Province of Ontario which has been designated in the Schedule to the French Language Services Act, R.S.O. 1990 c. F.32, or serves such designated area, MGCS may, at its unqualified subjective discretion, require that the Service Provider comply with any or all of the following requirements:

- (a) that any person may communicate with the Employees at the Premises in both the French and English languages;
- (b) that any person may receive equal access to Issuing Services in both French and English languages during all hours of operation;

- (c) that signs in a bilingual format (French/English) or in both languages are posted in conspicuous locations. Forms and all materials, publications, official documents intended for the public are available in a bilingual format or in both French and English;
- (d) if any particular ServiceOntario centre temporarily does not offer services in both French and English, a notice shall be posted (in both French and English or in a bilingual format) in a conspicuous location on the Premises indicating the location where French Language Services are available; and
- (e) the requirement that a service provider deliver Issuing Services in both the French and English languages shall be noted in Part G of Schedule 1 to this Agreement.

7. Section 4.07 is amended to read as follows:

4.07 Unscheduled and Scheduled Temporary Closing

The Service Provider shall notify MGCS immediately of any unscheduled closing of the Service Provider's Private ServiceOntario Centre due to sickness, accident or any other unforeseen cause, and make every reasonable effort to resume operation of the Service Provider's Private ServiceOntario centre as soon as practicable using the Service Provider's Business Continuity Plan as defined in Section 1.01 and further prescribed in Section 21.03. For scheduled temporary closings of the Service Provider's Private ServiceOntario Centre, the Service Provider shall:

- (a) obtain the prior approval of MGCS for any temporary closure of the Service Provider's Private ServiceOntario Centre; or
- (b) provide notice to MGCS, pursuant to the Operational Directives and the Instructions of MGCS, for any temporary closure for Non-Statutory Holidays.

Notice of closure of the Service Provider's Private ServiceOntario Centre shall be posted in a conspicuous position on the Premises, regardless of whether the closure is unscheduled or scheduled.

8. Section 7.02 of the Agreement is amended to read as follows:

7.02 Report to Province

The Service Provider shall inform MGCS of any behaviour on the part of an Employee that casts doubt on that Employee's fitness to perform the Issuing Services, immediately upon the Service Provider becoming aware of the behaviour. MGCS may at any time, in its unqualified subjective discretion, require the Service Provider to prohibit any Employee from performing all or any part of the Issuing Services. Such requirement may include, but is not limited to, prohibiting any Employee from accessing any Ontario Data Base, Ontario Records or Personal Information or Ontario Confidential Information. In these events, MGCS may also permanently remove the Employee's electronic access to the Ontario Data Base.

9. Subsection (d) of section 7.03 of the Agreement is deleted and replaced with the following subsection:

7.03 Designation of Key Personnel

(d) provide MGCS with a list identifying all Key Personnel including:

- (i) name;
- (ii) position;
- (iii) phone number where named individual may be reached during the Standard Operating Hours;
- (iv) email address where named individual may be reached during the Standard Operating Hours;

and describing their respective responsibilities as they relate to the Issuing Services;

10. Article 10 of the Agreement is amended to add the following section:

10.05 Electronic Funds Transfer

The Ministry reserves the right, at any time during the term of the Agreement, and upon providing reasonable notice to the Service Provider, to administer payments of compensation to the Service Provider through

Electronic Funds Transfer in accordance with the Operational Directives or the Instructions of MGCS.

When used in this section "Electronic Funds Transfer" means transfer of money from one account to another, either within a single financial institution or across multiple institutions, through computer-based systems.

11. Article 13 of the Agreement is deleted in its entirety and replaced by the following:

ARTICLE 13 – CONTRACTOR SECURITY SCREENING

13.01 Security Clearance Checks

"Security Clearance Check" includes all of the following:

(a) A written declaration by an individual disclosing any unresolved charges and previous convictions under the offence provisions of federal statutes, including but not limited to the Criminal Code (Canada), for which a pardon under the Criminal Records Act (Canada) has not been granted;

(b) A police records check through the Canadian Police Information Centre and provincial and municipal police force records for information about the individual in relation to:

(i) convictions under the offence provisions of federal statutes, including but not limited to the Criminal Code (Canada), for which a pardon under the Criminal Records Act (Canada) has not been granted;

(ii) findings of guilt in relation to federal statutes for which a court has granted a discharge;

(iii) charges laid under the offence provisions of any federal statutes that are unresolved; and,

(iv) records of judicial orders in effect made in relation to the offence provisions of federal statutes;

(c) A police records check in other jurisdictions as deemed necessary by the MGCS;

- (d) if deemed necessary by MGCS considering the circumstances of the Issuing Services, provide MGCS the result of a completed driving records check;
- (e) any other Security Clearance Check as deemed necessary by the Ministry at its sole discretion.

13.02 Cost for Security Clearance Checks

The Service Provider shall obtain the Security Screening Checks set out above at its own cost through the local police, or an RCMP accredited third party agency.

13.03 Service Provider to Obtain Security Clearance Checks

On notification from MGCS, the Service Provider shall during the Term:

- (a) provide to MGCS, completed Security Clearance Checks for all persons engaged in the performance of the services who are either not cleared or for whom a renewal is required. This includes agents and subcontractors who are or will be engaged in providing the Issuing Services.
- (b) All Security Clearance Checks shall be provided in form and content acceptable to MGCS and shall include all required consents.
- (c) If a person or company has been deemed by the Ministry to require a Security Clearance they shall not engage in the performance of the services unless they have been provided a Security Clearance by the MGCS.

Security Clearances are not provided in perpetuity and are subject to revocation by the Ministry at its sole discretion at any time. Security Clearance Checks shall be renewed at the intervals as may be specified by MGCS, including, without limitation, upon MGCS's authorization of the Service Provider to conduct new transactions as part of the Issuing Services.

13.04 Notification of Changes

During the Term, the Service Provider shall ensure that within five (5) Business Days of any change:

- (a) any information provided as part of a Security Clearance Check process;
- (b) the Service Provider notifies MGCS of changes in partners, directors, officers and shareholders as requested by the MGCS, and of employees, agents and subcontractors who are or will be engaged in performing the Issuing Services;
- (c) The MGCS shall assess the above information and may instruct the Service Provider to comply with any instructions arising which may include requests for provision of information to amend existing Security Clearances or provide for new Security Clearance Checks.

13.05 Default of Security Clearance Requirements

During the Term, the Service Provider shall be in default under this Agreement if they fail to comply with the requirements of this Article including and not limited to:

- (a) if the Service Provider refuses to obtain completed Security Clearance Checks as required under Section 13.02 of this Agreement;
- (b) within five business days, the Service Provider fails to provide notification to MGCS as required under Section 13.03 of this Agreement;
- (c) without providing a completed Security Clearance Check or an update as required, the Service Provider (or if the Service Provider is a corporation, any of its partners, directors officers and shareholders), or any of the Service Provider's employees, agents and subcontractors who are or will be engaged in performing the Issuing Services:
 - (i) has been convicted under the offence provisions of a federal statute for which a pardon under the Criminal Records Act (Canada) has not been granted;

- (ii) has been granted an absolute or conditional discharge in relation to a federal offence and in the case of an absolute discharge, it was granted less than one year from the date of disposition of the offence by the court and in the case of a conditional discharge, it was granted less than three years from the date of disposition of the offence by the court;
 - (iii) is subject to a charge for a federal offence that remains unresolved; or
 - (iv) is subject to a judicial order in effect made in relation to the offence provisions of federal statutes; and
- (d) in the sole discretion of the MGCS any of the information obtained from a Security Clearance Check or update is incompatible with:
- (i) the proper and impartial performance of the Issuing Services in accordance with the terms and conditions of this Agreement;
 - (ii) the safety of MGCS's employees, clients or the Public;
 - (iii) the reputation of or public confidence in MGCS and Ontario;
 - (iv) the security of Revenue, MGCS Equipment, MGCS Stock, or any other property of MGCS and Ontario; or
 - (v) the confidentiality or integrity of Confidential Information, Personal Information, and Ontario Records and Ontario Data Bases.

12. Section 16.02 of the Agreement is amended to read as follows:

16.02 Modified Operating Hours

The Service Provider may perform the Issuing Services from the Premises during hours that vary from Standard Operating Hours as identified in Section 4.06 of this Agreement if, in the opinion of MGCS, the variance is required for one of the following reasons:

(a) the variance in hours of operation would allow the Service Provider to better respond to the service delivery needs of the Public that the Service Provider serves; or

(b) the retail complex or facility in which the Premises is located does not permit the Service Provider to operate during the Standard Operating Hours; or

(c) the variance from the Standard Operating Hours would increase the financial viability of the Service Provider's Private Issuing Office without negatively impacting the ability of the Public to access the Issuing Services;

and the Service Provider submits a request to MGCS to vary from the Standard Operating Hours at least sixty (60) days prior to the effective date of the proposed variance from the Standard Operating Hours and pursuant to the procedure set out in the Operational Directives and Instructions of MGCS. The Service Provider shall continue to perform the Issuing Services from the Premises during the Standard Operating Hours until MGCS approves, in writing, the proposed variance from the Standard Operating Hours.

13. Article 18 of the Agreement is amended to add the following section:

18.04 Payment Card Industry (PCI) Data Security Standard (DSS) Compliance

The Service Provider accepts responsibility for securing all customer cardholder data in their possession.

The Service Provider is responsible for their PCI DSS compliance and is required, on an annual basis, to provide ServiceOntario with an Attestation of Compliance (AOC) certificate by end of March every calendar year. If the Service Provider is not compliant in any given year they will be required to provide a remediation plan with a date of compliance and AOC to ServiceOntario.

14. Article 21 of the Agreement is amended to add the following section

21.03 Business Continuity Plan

The Service Provider shall provide MGCS with a Business Continuity Plan, in the format and timeline set out in accordance with the Operational Directives and Instructions of MGCS.

“Business Continuity Plan” means the plan setting out the Service Provider’s proposed methodology to ensure continuance of providing Issuing Services resulting from of a Force Majeure event.

The Service Provider’s Business Continuity Plan will include, but not be limited to:

- (i) Names and contact details for Key Personnel and other employees responsible for invoking and managing workarounds to allow the Service Provider to continue to offer Issuing Services during operational disruption;
- (ii) Contact details of potential third parties, needed to implement workarounds described in (i);
- (iii) Details of how the workarounds will be implemented for a loss of functionality of IT services, access to premises, telephones.

15. Article 26 of the Agreement is amended to add the following subsection:

- (r) The Service Provider fails to adhere to the service standards as prescribed in Section 4.10 of this Agreement.

16. Section F of Schedule 1 of the Agreement is amended to read as follows:

F. Mandatory Equipment

The Service Provider shall, at its own cost pursuant to **Section 5.02** of the Agreement and subject to the requirements as set out in the Operational Directives and Instructions of MGCS, equip the Service Provider’s Private Issuing Office with the following equipment:

Mandatory Equipment

Shredding Machine

Secure access to electronic mail

Telephone

Safe

Other electronic equipment with following functionality:

- Photocopying
- Scanning
- Sending and Receiving Facsimile Transmissions

17. The Agreement is amended to add the following schedule:

Schedule 2

Our Service Principles.

Caring, Accountable, Responsive and Reliable.

The Service Provider agrees to adhere to ServiceOntario's Service Principles when performing the Issuing Services under this Agreement.

ServiceOntario Service Principles

Caring

- We are considerate of the unique needs of each customer.
- We treat our customers and our team fairly and equitably.
- We celebrate individual and team capability and accomplishment.

Accountable

- We acknowledge our responsibility to deliver high-quality, cost effective services that provide real value for taxpayer dollars.

- We review, evaluate our performance.
- We ensure the security and privacy of people, premises, processes and products.

Responsive

- We actively listen to our customers.
- We continuously improve our services and processes to address our customers evolving needs.
- We reduce the time necessary for our customers to accomplish their desired outcome.
- We follow through and resolve customer issues in a timely manner.

Reliable

- We clearly communicate relevant information about our services that is accurate and up-to-date.
- We set and consistently meet customer expectations.
- We develop processes that produce dependable, repeatable outcomes against defined service standards.

18. For clarity, all references in this Agreement to "Issuer" are amended to mean "Service Provider".

19. All other terms and conditions of the Agreement remain unchanged except where amendment is implied *mutatis mutandis* to give effect to this Addendum No. 2.

IN WITNESS WHEREOF the parties hereto have executed this Addendum No. 2 effective as of the date first above written.

THE CORPORATION OF THE TOWN OF MATTAWA

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

MINISTER OF GOVERNMENT AND CONSUMER SERVICES

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I have authority to bind the Service Provider

Pursuant to Delegated Authority

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: PLANNING & DEVELOPMENT SERVICES

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: DAVID J. BURKE

TITLE: SALE OF SURPLUS LAND

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

Mr. Terry Belanger, under the surplus land policy, wishes 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".

J. L. Richards and Associates, whom has assisted staff with this file, have recommended that James Street (Part 1) be also declared surplus and closed up as a cleanup procedure since it involves property which surrounds Boom Creek.

In accordance with the municipality's Surplus Land Policy, the applicant has submitted the \$2,000.00 deposit and Council declaration of the land being surplus and available for sale is now required.

Appropriate Municipal Departments have been advised of the request. One of the concerns that would be applicable are subject to the condition that any conveyance of land be subject to the owner's dedication of easements to the Town of Mattawa for storm drainage purposes on the proposed Part 4 portion of Lake Street. And secondly an easement of 3 meters to each side of our sewer and water mains that cross the resultant property.

As is customary, Council declaring the land surplus allows for the process to proceed to the next step, which is closing the applicable roads and having a qualified appraiser value the property.

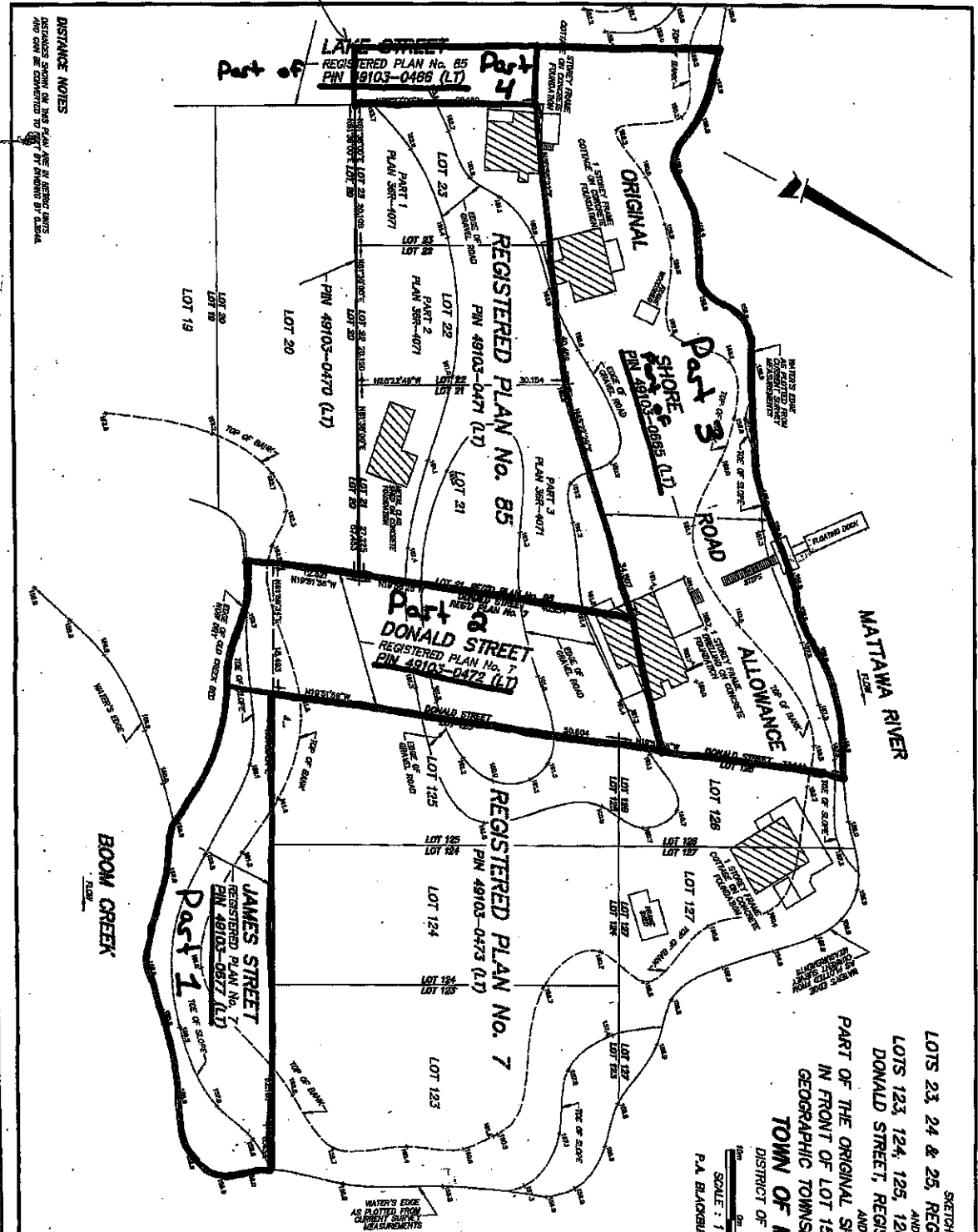
Recommendation:

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.

Respectfully submitted
Councillor L. Mick

Schedule "A"

Drawn
Down the
Middle of
the road
allowance



DISTANCE NOTES
DISTANCES SHOWN ON THIS PLAN ARE IN METRIC UNITS
AND MAY BE CONVERTED TO FEET BY DIVIDING BY 0.3048

SKETCH OF
LOTS 23, 24 & 25, REGISTERED PLAN No. 85
AND
LOTS 123, 124, 125, 126, 127 AND PART OF
DONALD STREET; REGISTERED PLAN No. 7
AND
PART OF THE ORIGINAL SHORE ROAD ALLOWANCE
IN FRONT OF LOT 15, CONCESSION 14
GEOGRAPHIC TOWNSHIP OF PAPINEAU
TOWN OF MATTAWA
DISTRICT OF NIPISSING
P.A. BLACKBURN, O.L.S.

SCALE : 1 : 350
P.A. BLACKBURN, O.L.S.

DRAFT
MAY 16/2014

P.A. BLACKBURN LIMITED
ONWARD LAND SURVEYING
155 CBE 155 CBE 155 CBE

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: ENVIRONMENTAL SERVICES

CHAIRPERSON: COUNCILLOR G. THIBERT

DEPT. HEAD: MARC MATHON

TITLE: LANDFILL C. OF A. AMENDMENT APPLICATION

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

Over the course of the past number of years we have been evaluating the options available to us for progressing forward with Landfill Site operations as Stage 1 approaches closing. In essence, the municipality was facing a \$1M expenditure to close up Stage 1 landfill cell and open Stage 2, which had a life expectancy of approximately 25-30 years. The Public Works Department examined a number of options and in 2013 presented to Council the option of combining the Stage 2 footprint with Stage 1 as an extension to Stage 1. This requires an amendment to our MOE Certificate of Approval.

The advantages to seeking this amendment to our C of A:

- Moving landfill activities farther away from residential properties;
- Reduced the long term closure costs with efficiency gains from closing 1 larger landfill rather than two smaller ones;
- Increased volume availability associated with one expanded landfill over 2 separate landfills;
- Increased volume will mean longer life of the landfill site;
- Avoiding the imminent estimated expenditure of \$1M to close Stage 1 in the short term;
- Delayed incurrence of closure costs allowing for the build-up of closure reserve;
- Excavated sand from the extended footprint area would serve as valuable cover material.

In 2013, Council approved the retention of a an engineering consulting firm to prepare the new operations plan, an amendment to the certificate of approval and the associated design work for the preparation of the extension of Stage 1.

Our consultants worked throughout 2014 to prepare the certificate of approval amendment proposal and are now ready to move forward with a formal application for amendment to the MOE. We undertook an approach and strategy for the amendment that would avoid the costly expense of a Class Environmental Assessment procedure. The application fee associated with this amendment to our certificate of approval is \$22,000. We require Council approval of this expenditure. This engineering expense is a budgeted capital expense for our landfill site.

Recommendation:

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.

Respectfully submitted,

Councilor G. Thibert

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: ENVIRONMENTAL SERVICES

CHAIRPERSON: COUNCILLOR G. THIBERT

DEPT. HEAD: MARC MATHON

TITLE: REQUIRED UPGRADES TO DIESEL FUEL TANK

 Draft By-Law X Item Policy Recommendation

Mayor D. Backer and Members of Council:

Some time ago we asked Northern Energy Systems to conduct an inspection on our diesel storage facilities at our pump stations. His report highlighted that our facilities didn't meet the current code. We asked them to provide us with required scope of work and quote to execute the necessary upgrades and replacements. NES reported that the work was not the normal type of work they undertake and given the demand for his services by many other local clients it would be more efficient if another contractor that specialized in these facilities could do the work. NES then suggested that WAGGS be brought in to undertake a full review & scope the work. The Public Works Department asked him to coordinate the inspections and work necessary to achieve compliance.

Northern Energy recently accompanied Waggs Petroluem on an inspection of our backup generator fuel storage facilities which resulted in the delivery of inspection reports on and scopes of work with quotes to carry out the upgrades and replacements. The total of the quoted work on the 4 facilities amounted to \$66,140. After reviewing the proposed scope of works we found some redundancies and established a revised scope of work. We invited 3 other contractors to submit quotes to undertake the work under the revised scope, but only Waggs re-submitted a quote. The following were the results:

Water Plant Facility:	\$22,500
McKenzie Street Pump Station:	\$9,950
Mattawan St Pump Station:	\$9,950
Sewage Treatment Plant:	<u>\$9,950</u>
Total:	\$52,350 + HST

It is proposed that this work be covered under the 2014 capital purchases budget in the water department. It is also proposed that we move forward with priority being given to the Mattawa Water Treatment Plant and we commission Waggs to carry out the work as quoted.

Recommendation:

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.

Respectfully submitted,

Councilor G. Thibert

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: FINANCE

CHAIRPERSON: COUNCILLOR C. LACELLE

DEPT. HEAD: DAVID J. BURKE

TITLE: SETTING OF 2014 RESERVES

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

With the completion of the 2014 fiscal year a number of Operating and Capital accounts need to be transferred into Reserve Accounts to allow for funds to be specifically earmarked for certain projects/programs. By doing so, Council is demonstrating and reconfirming its commitment to various programs and this resolution gives clear direction to staff and the municipal auditors on how to account for the finances.

The following is a summary of the Reserve Accounts to be created or increased:

- 1) The municipality's position with respect to sick leave liability for employees with banked credits and the amount payable should employees leave for whatever reason is underfunded and the auditors normally suggest the reserves be increased to offset future payouts. Council budgeted \$25,000.00 in 2014 to be reserved to the Sick Leave account.
- 2) Council was able to create a Reserve from taxes received in 2013 (prior year surplus) and budgeted for a Reserve of \$208,825.00 which could be used in future years to assist with future expenses
- 3) Council budgeted for Town Hall maintenance upgrades which did not occur in 2014, therefore \$8000.00 is being reserved for future use.
- 4) Council budgeted \$999,500.00 for 2014 expenditures for the Brooks Street Light Industrial Park Project and approximately \$600,000.00 has been spent to date. \$42,500.00 of reserves were budgeted to offset the Town's share as well as \$150,000.00 in Gas Tax Funding. Since only \$60,000.00 in Gas Tax Funding will be regained from 2014, \$70,000.00 can be reserved for 2015 spending. In addition \$162,000.00 in Federal Gas Tax was monies to be expended on the project. These funds are reserved for 2014.
- 5) The Public Works Department budgeted \$60,000.00 as a reserve from tipping fees at the Landfill Site and these funds are to be reserved for future landfill work.

- 6) Council budgeted \$180,000.00 for the purchase of a new Fire Department Rescue Van, but the deposit of \$40,000.00 was required in 2014. Therefore \$140,000.00 is to be reserved for spending in 2015.
- 7) Council budgeted \$20,000.00 to contribute to the sewer reserve for 2014 for future sewer infrastructure programs.
- 8) Council budgeted \$10,000.00 to contribute to the water reserve for 2014 for future water infrastructure programs.
- 9) Council budgeted \$10,000.00 for a Water Pump Reserve for future pump needs.
- 10) Council budgeted \$48,000.00 for Asphalt in 2014 but only \$28,000.00 will be spent therefore \$20,000.00 will be reserved for 2015.
- 11) Council budgeted \$10,000.00 for Hydro Light Retrofits in 2014 but this expenditure will be re-allocated to 2015, thus it requires to be reserved.
- 12) Council budgeted \$48,000.00 for Water Capital Purchases, of which \$40,000.00 should be reserved for 2015 since it was not incurred in 2014.
- 13) Council budgeted \$6,000.00 for the SCADA upgrades but STROMA cannot schedule until February 2015, therefore it should be reserved.
- 14) Council budgeted \$15,000.00 for water line contracted services and \$14,000.00 will be reserved for 2015.
- 15) Council budgeted to spend \$200,000.00 for the Brydges Street Project with a revenue of \$180,000.00 (Government Funding 90%) leaving the Town of Mattawa with \$20,000.00 to fund. Since only approximately \$2,000.00 of the Town of Mattawa's share was needed for 2014, \$18,000.00 should be reserved.
- 16) Council budgeted \$25,000.00 from reserves to be used towards costs associated with updating the municipality's Official Plan and Zoning By-law. This program has been delayed until 2015 and the \$25,000.00 is transferred back into reserve for updating the Official Plan.

Recommendation:

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

- 1) 1-20-210-509-060 Provision for Sick Leave
\$25,000.00 to Reserve
- 2) 1-20-210-509-350 Reserve for Working Fund
\$208,825.00 to Reserve

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

Respectfully submitted

Councillor C. Lacelle

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: GENERAL GOVERNMENT SERVICES

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: DAVID J. BURKE, ACTING CLERK

**TITLE: SUPPORT OF NOMINATION FOR MAYOR VREBOSCH TO ZONE
9 ROMA EXECUTIVE**

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

In the correspondence section of the December 8th Agenda, (Item #4.16) a letter was received from Mayor Bill Vrebosch of the Municipality of East Ferris seeking support once again for his nomination to represent Zone 9 on the ROMA Executive Board. Mayor Vrebosch has been a very strong advocate on Northern issues since he was first elected to the ROMA Board in 1999. Zone 9 boundaries include Gravenhurst to Moosonee and West to the Manitoba border.

Council of the Town of Mattawa has supported Mayor Vrebosch in the past and it is recommended we endorse his nomination once again so that he may continue to strongly advocate issues in the North.

Recommendation:

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.

Respectfully submitted

Councillor L. Mick

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: GENERAL GOVERNMENT SERVICES

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: DAVID BURKE, ACTING CLERK

TITLE: RESOLUTION OF SUPPORT – LOGGING IN ALGONQUIN
PROVINCIAL PARK

Draft By-Law 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 the continuation of 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. Sustainable forest management on Crown land goes hand-in-hand with maintaining ecological integrity, is science-based, heavily scrutinized and monitored for compliance to rules and regulations by the Ontario Ministry of Natural Resources and Forestry, an Independent Forest Auditor, and in the case of Algonquin Park, a third-party certification system. Forestry in Algonquin Park ensures that ecosystem processes limited through human intervention (ex. fire suppression) are emulated, so that forest types and wildlife habitat can occur at natural levels.

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 L. Mick

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: HEALTH SERVICES

CHAIRPERSON: COUNCILLOR C. BASTIEN, JR.

DEPT. HEAD: DAVID J. BURKE, ACTING CLERK

TITLE: CASSELLHOLME BOARD OF DIRECTORS APPOINTMENT

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

The municipality of Calvin, Township of Papineau-Cameron, Township of South Algonquin as well as our municipality elects one representative to represent Area 2 on the Board of Management for the East Nipissing District Home for the Aged (Cassellholme). A rotation schedule was established years ago and it is the Town of Mattawa's turn to appoint representation for this Council term.

Councillor Shelley Fraser of Papineau-Cameron Township's appointment to the Board expires December 31st of this year (Correspondence Item #4.17 of this agenda). Council spoke of this appointment at their meeting of December 8, 2014 and agreed to appoint Mayor Backer to the Cassellholme Board of Directors.

Recommendation:

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.

Respectfully submitted

Councillor C. Bastien, Jr.