

**THE CORPORATION OF THE
TOWN OF MATTAWA**

AGENDA

**REGULAR MEETING OF COUNCIL
MONDAY, MAY 26TH, 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, MAY 26TH, 2014 @ 7:00 P.M.

- 1. Call to Order**
- 2. Disclosure of Pecuniary Interest and Nature Thereof**
- 3. Petitions & Delegations**
- 4. Correspondence**
 - 4.1 DNSSAB – Re: April 15, 2014 Board Minutes
Social & Family Services Committee – Clerk
 - 4.2 FONOM – Re: Leaders’ Debate Media Release
General Government Services Committee – Clerk
 - 4.3 AMO – Re: 2014 Provincial Election Area on Website
General Government Services Committee – Clerk
 - 4.4 FONOM – Re: Strategic Plan for Northern Ontario School of Medicine
Health Services Committee – Clerk
 - 4.5 AMO – Re: Weekly Watchfile
General Government Services Committee – Clerk
 - 4.6 FONOM – Re: Request to Submit Motions or Letter of Support
General Government Services Committee – Clerk
 - 4.7 Terry Belanger – Re: Request to Purchase Land
General Government Services Committee – Clerk
 - 4.8 St. Victor School – Re: Request for Bursaries
General Government Services Committee – Clerk
 - 4.9 Ministry of Agriculture & Food – Re: Changes to Noxious Weeds List
General Government Services Committee – Clerk
 - 4.10 DNSSAB – Re: Board Minutes
Social & Family Services Committee – Clerk

Monday, May 26, 2014

Correspondence – Cont'd

- 4.11 Energy East – Re: TransCanada Files Eastern Mainline Project
General Government Services Committee – Clerk
 - 4.12 Frank Klees – Re: Last Sitting Day of the 40th Parliament
General Government Services Committee – Clerk
 - 4.13 AMO – Re: Request for Nominations for Board of Directors
General Government Services Committee – Clerk
 - 4.14 NBPSDHU – Re: Financial Statements & Municipal Reserve
Health Services Committee – Clerk
 - 4.15 Township of Bonfield – Re: FONOM Representation
General Government Services Committee – Clerk
 - 4.16 College of Physicians & Surgeons of Ontario – Re: Honouring Outstanding Physicians
Health Services Committee – Clerk
 - 4.17 North Bay Parry Sound District Health Unit – Re: Land Purchase
Health Services Committee – Clerk
 - 4.18 Ministry of Citizenship & Immigration – Re: Senior Achievement Award
General Government Services Committee – Clerk
 - 4.19 Cassellholme – Re: Letter of Appreciation
General Government Services Committee – Clerk
 - 4.20 AMO – Re: Weekly Watchfile
General Government Services Committee – Clerk
 - 4.21 AMO – Re: 2014 Annual Conference
General Government Services Committee – Clerk
 - 4.22 Pierrette Viau – Re: Tax, Water, Sewage Concerns
Finance Committee – Clerk
 - 4.23 Pinehill Cemetery Board – Re: Request for Donation for Operating & Maintenance
General Government Services Committee - Clerk
- 5. Questions/Comments (public & Council) about the Content of the Agenda**
- 6. Municipal Report Number 689**
- **Minutes of Previous Meeting (s)**

- **Presentation of By-laws/Resolutions**
- **Adoption of Report**

7. Committee Reports

7.1 Clean Yards By-Law Proposal

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, May 26, 2014

Members of Council,

Attached please find Municipal Report Number 689 for consideration by Council.

Respectfully submitted

David J. Burke
Acting Administrator/Clerk/Treasurer

INDEX

<u>ITEM</u>	<u>PAGE</u>
ADOPTION OF THE MINUTES	103
LED MESSAGE BOARD	104
WATERFRONT FUEL SYSTEM ASSESSMENT	105
HIRING OF SUMMER STUDENTS	106
KICKBOXING EVENT SPONSORSHIP	107
HIRING OF PLANNING CONSULTING FIRM	108
BRYDGES STREET SEWER & WATER DESIGN	109
LANDFILL SITE MONITORING WELL WORK	110
HIGHWAY CALLS AGREEMENT WITH PAPINEAU-CAMERON	111
ADJUSTMENT ON PROPERTY WATER & SEWER	112
FEDERAL GAS TAX FUNDING AGREEMENT WITH AMO	113
COLLECTIVE AGREEMENT – LOCAL 1465	114
NON-UNION STAFF ADJUSTMENTS RESOLUTION FROM COLLECTIVE AGREEMENT	115

Date: MONDAY, MAY 26TH 2014

Page No: 103

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 May 12, 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, May 12th, 2014 at 7:00 p.m. in the Municipal Council Chambers.

Present: Mayor D. Backer
Councillor N. Walters
Councillor L. Mick
Councillor L. Ross
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 688

Page No. 94

It is respectfully recommended to Council that the minutes of the Regular Meeting of Monday April 28, 2014 be adopted as circulated.

Carried

Page No. 95

That the disbursements for the month of April 2014 in the amount of \$366,181.59 be adopted as submitted.

Carried

Page No. 96

That Council renews the Municipal Insurance Coverage for 2014-2015 as provided by Municipal Insurance Services Ltd. At a cost of \$79,039.00 plus applicable taxes.

Carried

Page No. 97

That the Town of Mattawa will allocate the necessary resources to develop and implement a strategic energy management plan that will reduce our energy consumption and its related environmental impact. The commitment of the Town of Mattawa is to provide quality programs and services that are cost effective, environmentally responsible, innovative and respectful of our natural heritage. In keeping with the goal to remain environmentally responsible, all reasonable efforts will be taken to minimize impacts to the environment through the development and implementation of a sustainable development and environmental management system. This will maximize waste diversion and reduce energy consumption by focusing on sustainable planning, health community design and environmental stewardship.

Carried

Page No. 98

That the Town of Mattawa adopt By-law 14-16 which will appoint Mr. Wayne Chaput as Lottery Licensing Officer.

Carried

Page No. 99

It is therefore recommended that Jacques Begin attend the Eastern Ontario Active Transportation Summit in Mississipi Mills Ontario May 29 & 30, 2014.

Carried

Resolution Number 14-18

Moved by Councillor L. Ross

Seconded by Councillor L. Mick

That the Municipal Report Number 688 be adopted.

Carried

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

The regular meeting of Council Monday, May 12, 2014 adjourned at 7:36 p.m.

Mayor

Clerk

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: RECREATION, TOURISM & SPECIAL PROJECTS

CHAIRPERSON: COUNCILLOR N. WALTERS

DEPT. HEAD: JACQUES BEGIN

TITLE: LED MESSAGE BOARD

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

The Mattawa Travel Information Centre presently has an old and antiquated message board which was installed by FJ McElligott/Ecole Secondaire FJ at least 15+years ago. Staff must take the time to go outside in inclement or icy cold weather and manually change the messages in a limited space.

A new modern electronic LED Board is needed and would serve a multitude of purposes for all municipal departments and for the general community and all schools. The messages would be created by staff inside the Information Centre and would be kept up to date. Messages could include fire ban warnings, street or road closures, water interruptions, Safety messages (eg. CO2 Protects lives), upcoming meetings, announcing special events, Public Skating schedules, Hockey or Figure Skating events, Tournaments...basically any and all messages!

Jacques attended the NeORA Conference in Timmins and picked up information on message boards. Timmins also had a large message board along a main street from this company. City of Timmins Staff responsible for acquiring this message board were contacted and they highly recommended Blue Sky Digital who provided and installed the sign.

Blue Sky Digital was contacted and they provided a couple of quotes for a smaller 4x8 or 6x10 digital sign. The quotes came in and would obviously be very cost prohibitive (in excess of \$35,000.00 + other costs).

Staff re-contacted Blue Sky Digital regarding the cost issue. Blue Sky informed staff that they had received an order for a 6x8 full color LED display sign. However after seeing the sign, the customer decided to re-order a much larger sign. Therefore, Blue Sky has this LED sign completed and in stock ready to sell at a \$10,000 cost reduction. They wish to move this sign out of their warehouse and have offered the sign to Mattawa at a cost of \$25,000 including shipping, installation and training. Our only other cost would be some cabling and digging the post holes and concrete.

This is a full color LED display unit. The software they provide will allow us to do anything on this display from **simple text to full motion video**. The display is capable of displaying anything we want. The software sends the content that is created. The software is VERY easy to use and can be demonstrated in about 30 minutes. Blue Sky staff would provide the specifications for having content created, and can assist in setting up some templates for things like NO FIRES messages with images, that can then be changed/updated at the push of a button.

We fully realize that this would normally be a budget request item. However, opportunity knocks in that this unit is available now and is on hold for us for a short time period for a Council decision. And there is considerable cost savings as compared to a new order of \$10,000.00.

This unit would be beneficial to all municipal departments and to the total community and all schools.

Recommendation:

It is therefore recommended that the Corporation Town of Mattawa proceed with the purchase and installation of a LED Digital Display Board from Blue Sky Digital in the amount of \$25,000 + tax and cabling and concrete. The unit will be installed at the Mattawa Travel Information Centre.

Respectfully submitted

Councillor N. Walters

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: RECREATION, TOURISM & SPECIAL PROJECTS

CHAIRPERSON: COUNCILLOR N. WALTERS

DEPT. HEAD: JACQUES BEGIN

TITLE: WATERFRONT FUEL SYSTEM ASSESSMENT

 Draft By-law X Item Policy Recommendation

Mayor D. Backer and Members of Council:

The Corporation Town of Mattawa has operated the Mattawa Waterfront in excess of 40 years. Improvements and upgrades to the docks slips and other services have taken place over these years. The Mattawa Waterfront is a very picturesque location attracting visitors, fisher-people and boaters alike to enjoy the facilities and beauty.

Recently, TSSA has shut down Fuel System operation stating that it did not meet code. The Town of Mattawa recently received notice from TSSA that the fuel system must be removed by December 2014.

Council and the public have expressed a desire if at all possible to have fuel made available on site at the Waterfront. We have received some limited advice as to what will need to be done to update and upgrade the fuel delivery system but it seems that these are only opinions and not facts.

Professional assistance from a qualified engineer is needed so that Council can make an informed decision. Mr. Paul Young, the original engineer who designed the total waterfront for the Town of Mattawa was contacted for assistance. Mr. Young is now with a new employer but has assisted staff in sourcing a qualified professional engineer who specialises in fuel delivery systems.

Shaunak Pandit from Morrison Heshfield has provided the Town of Mattawa an Offer of Engineering Services along with the Scope of Work (see attached). We wish to proceed with Phase 1 as per the attached which in essence will provide the Town of Mattawa with what exactly will be required to meet all TSSA codes OR if the removal of the existing fuel delivery system. The cost for Phase 1 is \$4,800.00 + taxes.

Recommendation:

It is therefore recommended that the Corporation Town of Mattawa accept the Offer of Engineering Services from Morrison Hershfield to carry out Phase 1-Assesment of Existing Installation fuel delivery system at the Mattawa Waterfront in the amount of \$4,800.00.

Respectfully recommended

Councillor N. Walters.



MORRISON HERSHFIELD

May 12, 2014

Corporation of the Town of Mattawa
160 Water Street,
PO Box 390
Mattawa, Ontario P0H 1V0

Attention: Mr. Jacques Begin
Recreation Director

Re: Corporation of the Town of Mattawa
Fuel System Assessment - Offer of Engineering Services
MH Reference: 03030.99

Dear Mr. Begin:

Further to our ongoing discussions on the referenced subject, we are pleased to present this Offer of Engineering Services to undertake a detailed assessment of the Fuel Storage and Distribution Infrastructure at town's Marina and develop the overall framework and scope of work to remedy identified deficiencies within the infrastructure.

Project Understanding

An inspection by the Technical Standards and Safety Authority (TSSA) has identified a deficiency with the existing Fuel Storage Tank installation vis-à-vis applicable sections of the Liquid Fuels handling Code 2007 and Ontario Regulation 217. As a result of the identified deficiency TSSA has sealed off the Fill Pipe and issued the Town an Order (Inspection Report # 2143394 dated January 14, 2013) to remedy the existing Fuel Tank Installation. The Town has previously reached out to Fuel System Contractors to obtain quotes to undertake a remediation but wishes to have on hand an independent assessment of the existing fuel system installation and required scope of work to bring the same into compliance; this as we understand is the key driver behind the proposed assignment.

Scope of Work

Based on our e-mail correspondence and discussions leading up to the presentation of this Offer of Engineering Services, we will like to propose our service in two distinct phases, Phase 1 – Assessment of the Existing Installation and Phase 2 – Implementation; scope of work envisaged under each phase is presented below.

Phase 1 – Assessment of Existing Installation

We understand our scope of work to encompass an assessment of the existing fuel storage and distribution infrastructure and a development of a work-plan to remedy identified deficiencies; key tasks that will be undertaken include:

- Review the "non-compliance" identified in TSSA's Inspection Report # 2143394 dated January 14, 2013 to validate the noted non-compliance vis-à-vis the requirements stipulated in the applicable Codes and Standards.

- Undertake an independent assessment of the existing fuel storage and distribution installation to identify other latent deficiencies, if any.
- Identify actions required to remedy identified deficiencies; these actions could include any or all of the following
 - Repairs and rehabilitation not requiring additional engineering design.
 - Upgrades that will require an engineering design followed by procurement of construction services.
 - An application to TSSA for variance(s).
- Develop an overarching Work-Plan complete with a Schedule and Class C Cost Estimate for all recommended remedial actions.

Phase 2 – Implementation

The phase will cover the implementation of identified and agreed upon remedial measures to bring the entire fuel system installation into full compliance with all applicable codes and standards. This implementation can be executed using either of the following procurement models:

- A conventional Design-Bid-Build model with detailed engineering drawings and specifications developed by Morrison Hershfield (MH). Under this approach MH will also provide support during the tendering process and lead the Contract Administration tasks (review of Shop Drawings, attendance at Construction Meetings, prepare Payment Certificate(s), lead the Commissioning Process, etc.)
- A Design-Build model. In this case the Town can obtain a Fixed Price Bid from Contractors to implement the tasks identified in the Work Plan developed under Phase 1; the successful contractor will be responsible for the production of detailed engineering drawings, etc.

Project Team

Our project team will be led by George Ferreira, P.Eng., with senior technical oversight provided by Shaunak Pandit, P.Eng. Both George and Shaunak are well versed in the design of Fuel Systems, and bring very recent and relevant experience by virtue of ongoing assignments for IBM and the Ontario Clean Water Agency amongst others.

Project Schedule

We will commence work within five (5) working days of an Authorization to Proceed and table a Draft Phase 1 Assessment Report for review within three (3) working weeks thereafter. The Final Work-Plan will be submitted within one (1) week of receipt of your comments on the draft submission.

Fees

Phase 1 – Assessment of Existing Installation

We will like to propose a lump-sum fee of \$ 4800.00 + HST for our efforts. Fees are inclusive of disbursements for travel, parking, printing, etc.

Exclusions

The lump-sum fee identified above does not include any efforts towards additional detailed engineering design if required to remedy identified deficiencies. Furthermore, the fee does not include any monies payable to TSSA for variances.

Phase 2 – Implementaiton

We will like to hold-off on identifying a fee for Phase until after the required scope is identified under Phase 1 and the Town selects a preferred procurement model for the implementation phase.



We trust this service offering is to your satisfaction. If you have any questions or need further information please do not hesitate to contact myself (Tel. 416 495 4226/ Cell 416 418 8845/ E-mail: spandit@morrisonhershfield.com).

We are look forward to working with you on this key assignment and fostering a new business relationship with the Town.

Yours truly,
Morrison Hershfield Limited



Shaunak Pandit, P.Eng., LEED A.P.
Principal, Manager, Mechanical Engineering

C:\Users\Spandit.Mh.000\Documents\Business Development\Town Of Mattawa - Fuel System Assessment\Letter Proposal Town Of Mattawa Fuel System Assessment May 12, 2014.Docx

Cc: George Ferreira, MH



THE CORPORATION OF THE TOWN OF MATTAWA

COMMITTEE: RECREATION, TOURISM & SPECIAL PROJECTS

CHAIRPERSON: COUNCILLOR N. WALTERS

DEPT. HEAD: JACQUES BEGIN

TITLE: HIRING OF SUMMER STUDENTS

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

The Corporation of the Town of Mattawa annually employs summers students who carry out duties at various locations in the community.

Students were interviewed on Monday May 26, 2014. There were many well deserving students who applied again this year. An amendment to this resolution will present the names recommended to be hired.

Recommendation:

It is therefore recommended that students be employed in the Recreation and Cultural Services Department as per the amendment to this resolution.

Respectfully submitted

Councillor N. Walters

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: RECREATION, TOURISM & SPECIAL PROJECTS

CHAIRPERSON: COUNCILLOR N. WALTERS

DEPT. HEAD: JACQUES BEGIN

TITLE: KICKBOXING EVENT SPONSORSHIP

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

Action's School of Fitness and Arts held a kickboxing event for the past 2 years in conjunction with Mattawa Voyageur Days. The event added diversity to the annual summer festival and Council supported the club both years by providing a sponsorship in the amount of \$500.00 which assisted with the considerable costs associated with organizing such an event.

The club is hosting its third event this year during Voyageur Days on Saturday July 26, 2014 due to the great success of the first two and are requesting Council's support once again (4.20 of May 12th, 2014 Correspondence) in the form of a sponsorship and by declaring the event as an event of municipal significance for the purpose of acquiring a Special Occasion Permit from the Province of Ontario's ACGO.

Recommendation:

That Council of the Town of Mattawa, in recognition of Action's School of Fitness and Arts Kickboxing Event, approves a sponsorship for the event in the amount of \$500.00 which will assist the club in hosting and defraying the costs associated with organizing such an event and will also add to the diversity of Voyageur Days' entertainment mix. And further, that Council endorses and supports Action's School of Fitness and Arts event on Saturday July 26, 2014 as an event of municipal significance for the purpose of acquiring a Special Occasion Permit from the Province of Ontario's ACGO.

Respectfully recommended

Councillor N. Walters

THE CORPORATION OF THE TOWN OF MATTAWA

COMMITTEE: PLANNING & DEVELOPMENT SERVICES

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: DAVID J. BURKE

TITLE: HIRING OF PLANNING CONSULTING FIRM

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

The Town has started to receive requests for Road Closings, a Shore Road Allowance purchase, other land purchases, as well as zoning by-law amendments. The retirement of our staff planner Mr. Belter who would address these issues leaves a void for moving forward with these planning matters. The Town is now in a position to look for professional assistance in this area.

Since we have worked with the firm of J. L. Richards on other planning matters in recent years, it would be a good fit to consider their services to address our present day planning needs. Since time is a factor, it would be prudent to bring them on board as soon as possible. Along with planning services, the Town will need to seek Legal Counsel when the time comes to transfer any such lands.

Most, if not all of these costs, will be the responsibility of the applicant as part of the land transfer.

Recommendation:

That the Town of Mattawa seek the services of J. L. Richards for our current planning needs and also Legal Counsel when the transfer of property is required.

Respectfully submitted,

Councillor L. Mick

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: TRANSPORTATION SERVICES

CHAIRPERSON: COUNCILLOR P. DUPRAS

DEPT. HEAD: MARC MATHON

TITLE: BRYDGES STREET SEWER & WATER DESIGN

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

As part of our long term planning for the replacement of sewer and water infrastructure it is prudent for the Town to ensure we undertake design work for the higher priority projects we are facing in the near future. As we have recently discovered the Brydges Street sewer and water lines have reached the end of their service life.

As such we need Council permission to seek out proposals from consultants to carry out the design of the infrastructure replacement along Brydges St from 1st to 10th and to establish a second watermain loop on McKenzie from 4th to 5th Streets. This is design work only with the purpose of preparing for the imminent need to replace these underground assets.

Recommendation:

That Council authorize the Public Works Department to issue a Request for Proposals from qualified engineering consultants to provide proposals on the design of complete infrastructure replacement of Brydges Street from 1st to 10th Streets and McKenzie from 4th to 5th Street. Public Works will then return to Council with a recommendation to proceed to design once all proposals have been evaluated.

Respectfully submitted,

Councilor P. Dupras

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: TRANSPORTATION SERVICES

CHAIRPERSON: COUNCILLOR P. DUPRAS

DEPT. HEAD: MARC MATHON

TITLE: LANDFILL SITE MONITORING WELL WORK

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

Our recent Landfill Monitoring report prepared by Paterson Group, our consultant, identified repairs and upgrades to our monitoring wells as being required to maintain compliance with our Certificate of Approval. In addition, there is one monitoring well that was located on the active landfill area that must be replaced.

As part of our effort to make changes to our landfill site geometry it is important that we take steps to maintain compliance with our Certificate of Approval during this process. As such we sought out pricing with the assistance of our landfill consultants RV Anderson as they prepared a scope of work for the necessary tasks. They are:

- Complete replacement of 1 leachate well in the landfill refuse area
- Supply and install and grout lockable surface protective casings at 7 locations
- Grout in one existing protective casing
- Install J-Plugs at 6 locations

The following are the two prices received:

Noll Drilling: \$9,550 + HST

Landcore Drilling: \$6350 + HST

In addition to this will be \$4,100 for RV Anderson to coordinate, supervise and approve the work carried out.

Recommendation:

That Council assign the work to RV Anderson to arrange with Landcore Drilling for the undertaking of the leachate monitoring well upgrade and maintenance work as proposed by RV Anderson at a cost of \$6,350 for Landcore (drilling and installations) and \$4,100 for RV Anderson (supervision, design and approval) + HST and to be undertaken as soon as practical.

Respectfully submitted,
Councilor P. Dupras

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: FIRE DEPARTMENT

CHAIRPERSON: COUNCILLOR M. L. ARROWSMITH

DEPT. HEAD: CHAD BELANGER

TITLE: HIGHWAY CALLS AGREEMENT WITH PAPINEAU-CAMERON

14-17 Draft By-Law

___ Item

___ Policy Recommendation

Mayor D. Backer and Members of Council:

Several years ago Papineau-Cameron took over the highway rescue on highway 17 in their Township which begins at Mattawa's boundary at Dorion Street and ends 23 km east at the Renfrew County line. Since this change has occurred, we have had several calls near the east end of the boundary line where the wrong department has been paged. This can be a life threatening waste of time because if Papineau-Cameron responds to the end of their line and does not discover the accident scene they must then page Mattawa.

In January of this year we met with Papineau-Cameron to discuss a possible solution. The suggested solution was to have both departments respond to calls in the area of confusion which is from the Golf course to the Renfrew line. Upon arrival the proper dept will secure the scene and the other will return to base. With both departments responding there will be no lost time responding within the golden hour. This agreement will be on a trial basis to be reviewed in one year.

Recommendation:

That the Mattawa and Papineau Cameron Fire Department enters into a mutual agreement regarding response to highway calls between the Mattawa Golf course and the Renfrew County line. This agreement will on a trial basis and will be reviewed in one year.

Respectfully submitted,

Councillor M. L. Arrowsmith

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 14-17

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

THE CORPORATION OF THE TOWNSHIP OF PAPINEAU CAMERON
Hereinafter referred to as the "TOWNSHIP"

and the

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

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

AND WHEREAS at present, The Papineau-Cameron Fire Department responds to all Highway 17 incidents within their jurisdictional boundaries, but with incidents with an undetermined address, east of 2314 (Mattawa Golf Course) Highway 17 East, the Mattawa Fire Department wishes to be dispatched simultaneously with Papineau-Cameron Fire Department to avoid delay in services if the incident is past the Renfrew County Line.

The Corporation of Town of Mattawa desires to enter into a dual response Agreement for Motor Vehicle incidents on Highway 17 East past 2314 (Mattawa Golf Course) with the Corporation of Township of Papineau-Cameron.

NOW THEREFORE, the Council of the Corporation Town of Mattawa enacts the following:

1. The Mayor and Clerk are hereby authorized to execute the aforesaid Agreement on behalf of the Council of the Corporation of the Town of Mattawa, in accordance with the terms and conditions referred to in this agreement attached to this By-law and known as Schedule "A".
2. That this Agreement shall be effective and shall remain in effect for one (1) year on a trial basis 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

THIS AGREEMENT effective as of the ____ Day of _____, 2014

BETWEEN:

The Corporation of the Township of Papineau-Cameron

AND:

The Corporation of the Town of Mattawa

WHEREAS at present, The Papineau-Cameron Fire Department responds to all Highway 17 incidents within their jurisdictional boundaries, but with incidents with an undetermined address, east of 2314 (Mattawa Golf Course) Highway 17 East, the Mattawa Fire Department wishes to be dispatched simultaneously with Papineau-Cameron Fire Department to avoid delay in services if the incident is past the Renfrew County Line.

The Corporation of Town of Mattawa desires to enter into a dual response Agreement for Motor Vehicle incidents on Highway 17 East past 2314 (Mattawa Golf Course) with the Corporation of Township of Papineau-Cameron.

NOW THEREFORE this agreement witnessed that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. Any highway calls to motor vehicle incidents on Highway 17, East of 2314 (Mattawa Golf Course) Highway 17, when the location has not been determined, both Papineau-Cameron and Mattawa fire Departments will be dispatched, at which time the Fire Chief or alternate will decide based on the reported information as to which department will respond. In some instances where there is uncertainty regarding geographical location of an incident, both departments may respond.
2. In such cases, the department first on scene will proceed to secure the scene and immediately report to fellow department as to the actual jurisdiction of the call and the host department will assume scene management.
3. In the event a call is in the area of Papineau-Cameron and the Mattawa Fire Department arrives on scene first, they shall remain on scene until the Papineau-Cameron Fire Department arrives, at which time the Mattawa Fire Department will be released if not required.
4. In the event a call is beyond the Renfrew County Line and the Papineau-Cameron Fire Department arrives on scene first, they shall remain on scene until the Mattawa Fire Department arrives, at which time the Papineau-Cameron Fire Department will be released if not required.
5. If the Papineau-Cameron Fire Department and the Mattawa Fire Department determine the location of the incident and it is within the Papineau-Cameron Fire Department boundaries, the Papineau-Cameron Fire Department will be the only department to invoice the Ministry of Transportation for emergency response expenses.
6. If the Papineau-Cameron Fire Department and the Mattawa Fire Department determine the location of the incident and it is within the Mattawa Fire Department boundaries, the Mattawa Fire Department will be the only department to invoice the Ministry of Transportation for emergency response expenses.
7. If one of the fire departments is required by the authorities or the other fire department to stay on scene with the host fire department, shared expenses to invoice the Ministry of Transportation will take effect.

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: FINANCE

CHAIRPERSON: COUNCILLOR C. LACELLE

DEPT. HEAD: DAVID J. BURKE

TITLE: ADJUSTMENT ON PROPERTY WATER & SEWER

 Draft By-Law X Item Policy Recommendation

Mayor D. Backer and Members of Council:

In the correspondence section (4.22) of this Agenda, a letter from Mrs. Pierrette Viau, previous owner of the property at 311 Seventh Street (sold property April 2014), was received requesting the municipality revisit her situation and offer her a full reimbursement for charges to the water and sewer account.

Mrs. Pierrette Viau acquired the said property in August 2001 and, according to our records, the property was classed as a two unit dwelling and was being charged on the water and sewer bills for two units from the year 2002 until April of this year when it was reported to us at the time of the sale of the property.

Staff did some research along with performing an inspection at the subject property to discover there was in no way two units in the dwelling. Wayne Chaput, Property Standards Officer, reported it was a very small house with only one washroom, kitchen and living room.

It has been standard practice for the municipality, in the case of an error/adjustment on accounts, to give a credit to a maximum of three years. Therefore, a credit cheque was issued April 30, 2014 in the amount of \$1,486.72 to Pierrette Viau which represented a refund of \$579.98 for 2012, \$600.28 for 2013 and \$306.46 for 2014. The following are the combined water and sewer charges paid by Mrs. Viau for the second washroom/unit for the years 2002 to 2011:

Year	Amount
2002	\$ 296.00
2003	\$ 318.15
2004	\$ 341.95
2005	\$ 374.43
2006	\$ 404.04
2007	\$ 441.98
2008	\$ 481.74
2009	\$ 508.27
2010	\$ 531.12
2011	\$ 555.03
TOTAL	\$ 4,252.71

Recommendation:

That the Town of Mattawa, upon reviewing the water and sewer account for the property located at 311 Seventh Street, issue a second cheque in the amount of \$4252.71 to Mrs. Pierrette Viau which represents the overpayment for a second washroom/unit for the years 2002 to 2011 that, upon investigation, never existed in the dwelling.

Respectfully submitted

Councillor C. Lacelle

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: GENERAL GOVERNMENT SERVICES

CHAIRPERSON: COUNCILLOR C. LACELLE

DEPT. HEAD: DAVID J. BURKE

TITLE: FEDERAL GAS TAX FUNDING AGREEMENT WITH AMO

14-18 Draft By-Law ___ Item ___ Policy Recommendation

Mayor D. Backer and Members of Council:

The federal government recently released the new federal gas tax agreement framework and has permitted the Association of Municipalities of Ontario to release the municipal funding agreement to municipalities.

The first payment under the new agreement will be released by the end of July conditional upon AMO receiving the signed agreement.

The new agreement will benefit municipalities as it now permanent in federal legislation, the agreement is for a period of ten years and it is more flexible because category restrictions have been removed and municipalities can bank or carry over funding for up to five years. There are also new categories of infrastructure which enables municipalities to invest in a total of seventeen eligible categories which include local roads and bridges (including active transportation), short-sea shipping, short-line rail, regional and local airports, broadband connectivity, public transit, drinking water, wastewater, solid waste, community energy systems, brownfield redevelopment, sport, recreation, culture, tourism, disaster mitigation and capacity building.

Appendix“1” outlines the estimated payment schedules for the municipality for the first five years of the agreement. For this year Mattawa will receive a total of \$117,153.60.

Recommendation:

That the Town of Mattawa approves By-law Number 14-18 which is a Municipal Funding Agreement with the Association of Municipalities of Ontario in order to access funding for the transfer of Federal Gas Tax Revenues.

Respectfully submitted
Councillor L. Mick

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 14-18

BEING a by-law authorizing the signing of a
Municipal Funding Agreement for the Transfer of
Federal Gas Tax Funds between the
Association of Municipalities of Ontario and the Town of Mattawa

WHEREAS the Town of Mattawa wishes to enter into an agreement in order to participate in the federal Gas Tax Fund;

AND WHEREAS the Town of Mattawa acknowledges that Funds received through the Agreement may be invested in an interest bearing reserve account for a maximum of five (5) years;

AND WHEREAS section 23.1 of the Municipal Act, 2001 authorizes a municipality to delegate its powers and duties under the Municipal Act, 2001, including those related to investments;

AND WHEREAS Appendix "1" is attached and forms part of this By-law;

Now THEREFORE, the Council of the Town of Mattawa, a municipal corporation pursuant to the Municipal Act, 2001 enacts as follows:

3. The Mayor and Clerk are hereby authorized to execute this Municipal Funding Agreement for the transfer of federal Gas Tax Funds between the Association of Municipalities of Ontario and the Town of Mattawa as in Appendix "1" and attached hereto.

READ PASSED AND ADOPTED this _____ day of _____ 2014.

Mayor

Clerk

**MUNICIPAL FUNDING AGREEMENT
FOR THE TRANSFER OF FEDERAL GAS TAX FUNDS**

This Agreement made in duplicate as of 1st day of April, 2014.

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as "AMO")

AND:

THE TOWN OF MATTAWA

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the "Recipient")

WHEREAS the Government of Canada makes up to \$2 billion per year available for allocation by the Government of Canada for the purpose of municipal, regional and First Nations infrastructure starting in the fiscal year beginning on April 1, 2014 under Section 161 of *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24;

WHEREAS Canada, the Province of Ontario, Ontario municipalities as represented by AMO and Toronto are signatories to the administrative agreement on The Federal Gas Tax Fund on April 1, 2014 (the "Canada-Ontario-AMO-Toronto Agreement"), whereby AMO agreed to administer federal gas tax funds made available to Ontario municipalities, excluding Toronto, pursuant to the Canada-Ontario-AMO-Toronto Agreement on behalf of Canada;

WHEREAS the Canada-Ontario-AMO-Toronto Agreement contains a framework for the transfer of federal gas tax funds to Ontario municipalities represented by AMO and Toronto to provide stable, reliable and predictable funding for municipal infrastructure purposes;

WHEREAS the Recipient wishes to enter into this Agreement in order to participate in the federal Gas Tax Fund;

WHEREAS AMO is carrying out the fund administration and coordinating role in accordance with its obligations set out in the Canada-Ontario-AMO-Toronto Agreement and it will accordingly undertake certain activities and require Recipients to undertake activities as set out in this Agreement.

THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings

ascribed to them below unless the subject matter or context is inconsistent therewith:

"Agreement" means this Agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

"Annual Report" means the duly completed report to be prepared and delivered to AMO as described in Section 7.1 and Section 1 of Schedule D.

"Asset Management Plan" means a strategic document that states how a group of assets are to be managed over a period of time. The plan describes the characteristics and condition of infrastructure assets, the levels of service expected from them, planned actions to ensure the assets are providing the expected level of service, and financing strategies to implement the planned actions. The plan may use any appropriate format, as long as it includes the information and analysis required to be in a plan as described in Ontario's Building Together: Guide for Asset Management Plans.

"Association of Municipalities of Ontario (AMO)" means a legally incorporated entity under the *Corporations Act, 1990 R.S.O. 1990, Chapter c.38.*

"Base Amount" means an amount reflecting total municipally-funded capital spending on infrastructure between January 1, 2000 and December 31, 2004 less: (i) monies raised (during that period) under the *Development Charges Act, 1997 S.O. 1997, c.27;* and (ii) monies received (during that period) by Municipalities under federal and provincial infrastructure programs against which investments of Funds will be measured to ensure that investments of Funds are incremental.

"Canada" means Her Majesty in Right of Canada, as represented by the President of the Queen's Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs.

"Contract" means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

"Eligible Expenditures" means those expenditures described as eligible in Schedule C.

"Eligible Projects" means projects as described in Schedule B.

"Eligible Recipient" means:

- (a) a Municipality or its agent (including its wholly owned corporation); and
- (b) a non-municipal entity, including for profit, non-governmental and not-for profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the project through a formal by-law passed by its (their) council(s)

"Event of Default" has the meaning given to it in Section 12.1 of this Agreement.

"First Agreement" means the Municipal Funding Agreement for the transfer of federal gas tax revenues under the New Deal for Communities entered into by AMO and the TOWN OF MATTAWA, with an expiry date of March 31, 2015.

"Funds" mean the Funds made available to the Recipient through the Gas Tax Fund, a program established by the Government of Canada under Section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by Section 233 of the *Economic Action Plan 2013 Act*, No. 1, S.C. 2013, C. 33 or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. For greater certainty: (i) Funds transferred to another Municipality in accordance with Section 6.2 of this Agreement, other than as set out in Sections 7.1(a), (c) and (f), are to be treated as Funds by the Municipality to which the Funds are transferred and are not to be treated as Funds by the Recipient; and (ii) any Funds transferred to a non-municipal entity in accordance with Section 6.3 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

"Ineligible Expenditures" means those expenditures described as ineligible in Schedule C.

"Infrastructure" means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Ontario.

"Lower Tier Municipality" means a municipality that forms part of an upper-tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

"Municipal Fiscal Year" means the period beginning January 1st of a year and ending December 31st of the same year.

"Municipality" and "Municipalities" means every municipality as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

"One Investment Program" means the co-investment program operated jointly by Local Authority Services, an incorporated subsidiary of AMO and CHUMS Financing Corporation, an incorporated wholly-owned subsidiary of the Municipal Finance Officers' Association of Ontario.

"Outcomes Report" means the report prepared and delivered to AMO by the Recipient by March 31, 2017 and again by March 31, 2022 which reports on how Funds are supporting progress towards achieving the program benefits, more specifically described in Schedule D.

"Oversight Committee" means the committee established to monitor the overall implementation of the Canada-Ontario-AMO-Toronto Agreement.

"Parties" means AMO and the Recipient.

"Recipient" has the meaning given to it on the first page of this Agreement.

"Third Party" means any person or legal entity, other than the Parties to this Agreement who participates in the implementation of an Eligible Project by means of a Contract.

"Transfer By-law" means a by-law passed by Council of the Recipient pursuant to Section 6.2 and delivered to AMO in accordance with that section.

"Unspent Funds" means the amount reported as unspent by the Recipient as of December 31, 2013 as submitted in the Recipient's 2013 Annual Expenditure Report (as defined under the First Agreement).

"Upper Tier Municipality" means a Municipality of which two or more lower-tier municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

1.2 Interpretations:

Herein, etc. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.

Currency. Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

Statutes. Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

Gender, singular, etc. Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

2. TERM OF AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including March 31, 2024.
- 2.2 **Review.** This Agreement will be reviewed by AMO by December 31, 2018.
- 2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.

2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.

2.5 The Parties agree that the First Agreement, including section 15.4 thereof, is hereby terminated. Notwithstanding the termination of the First Agreement, including section 15.4, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the First Agreement as set forth in sections 5, 7, 10.4, 10.5 and 10.6 of the First Agreement shall survive the said termination.

3. **RECIPIENT REQUIREMENTS**

3.1 **Communications.** The Recipient will comply with all requirements outlined in Schedule E, including:

- (a) Providing upfront project information on an annual basis for communications purposes;
- (b) Including Canada in local project communications; and
- (c) Installing federal project signs.

3.2 **Incrementality.** Any Funds that the Recipient may receive from Canada are not intended to replace or displace existing sources of funding for the Recipient's tangible capital assets. The Recipient will ensure that its total annual expenditures on tangible capital assets over the life of the Agreement, on average, will not be less than the Base Amount.

3.3 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.

- (a) The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

4. **ELIGIBLE PROJECTS**

4.1 **Eligible Project Categories.** Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in the categories of public transit, local roads and bridges, wastewater, water, solid waste, community energy systems, capacity building, local and regional airports, short-line rail, short-sea shipping, disaster mitigation, broadband connectivity, brownfield redevelopment, cultural, tourism, sport and recreational infrastructure, as more specifically described in Schedule B and Schedule C.

4.2 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule B and Schedule C.

5. ELIGIBLE EXPENDITURES

- 5.1 **Eligible Expenditures.** Schedule C sets out specific requirements for Eligible and Ineligible Expenditures.
- 5.2 **Discretion of Canada.** Subject to Section 5.1, the eligibility of any items not listed in Schedule B and/or Schedule C to this Agreement is solely at the discretion of Canada.
- 5.3 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the First Agreement.
- 5.4 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 5.5 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures in accordance with the Recipient's municipal records retention by-law and, upon reasonable notice, make them available to AMO and Canada.

6. FUNDS

- 6.1 **Allocation of Funds.** AMO will allocate and transfer Funds that Canada may make available for Ontario Municipalities to Recipients on a *per capita* basis with allocations made on a 50:50 basis to upper-tier and lower-tier Municipalities, where they exist.
- 6.2 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):
- (a) The allocation and transfer shall be authorized by by-law (a "Transfer By-law"). The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year specified in the Transfer By-law.
 - (b) The Recipient is still required to submit an Annual Report in accordance with Sections 7.1 (a), (c) and (f) hereof with respect to the Funds transferred.
 - (c) No transfer of Funds pursuant to this Section 6.2 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to

assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred; in a form satisfactory to AMO.

- 6.3 Transfer of Funds to a non-municipal entity.** Where a Recipient decides to support an Eligible Project undertaken by an Eligible Recipient that is not a Municipality:
- (a) The provision of such support shall be authorized by a by-law (a "Non-municipal Transfer By-law"). The Non-municipal Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon as practicable thereafter. The Non-municipal Transfer By-law shall identify the Eligible Recipient, and the amount of Funds the Eligible Recipient is to receive for that Eligible Project.
 - (b) The Recipient shall continue to be bound by all of the provisions of this Agreement notwithstanding any such transfer.
 - (c) No transfer of Funds pursuant to this Section 6.3 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred, in a form satisfactory to AMO.
- 6.4 Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.
- 6.5 Schedule of payout of Funds.** The Recipient agrees that all Funds are to be transferred by AMO to the Recipient as set out in Schedule A. Subject to Section 6.14, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO, and, more specifically on the basis set out in Schedule A.
- 6.6 Use of Funds.** The Recipient will deposit the Funds in a dedicated reserve fund or other separate distinct interest bearing account or invest the Funds through the One Investment Program or any other eligible investment permitted by the *Ontario Municipal Act, 2001* and shall retain the Funds in such reserve fund, account or investment until the Funds are expended or transferred in accordance with this Agreement. The Recipient shall ensure that:
- (a) any investment of unexpended Funds will be in accordance with Ontario law and the Recipient's investment policy; and,
 - (b) any interest earned on Funds will only be applied to Eligible Expenditures for Eligible Projects, more specifically on the basis set out in Schedule B and Schedule C.
- 6.7 Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Expenditures within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period. AMO reserves the right to declare that Unexpended Funds after five (5) years become a debt to

Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

- 6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2028.
- 6.9 **GST & HST.** The use of Funds is based on the net amount of goods and services tax or harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 6.10 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 6.11 **Federal Funds.** The Recipient agrees that any Funds received will be treated as federal funds for the purpose of other federal infrastructure programs.
- 6.12 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 6.13 **Withholding Payment.** AMO may withhold payment of Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 6.14 **Insufficient funds provided by Canada.** Notwithstanding Section 2.4, if Canada does not provide sufficient funds to continue the Funds for any Municipal Fiscal Year during which this Agreement is in effect, AMO may terminate this Agreement.

7. REPORTING REQUIREMENTS

- 7.1 **Annual Report.** The Recipient shall report in the form in Schedule D due by March 31st following each Municipal Fiscal Year on:
- (a) the amounts received from AMO under this Agreement in respect of the previous Municipal Fiscal Year;
 - (b) the amounts received from another Municipality;
 - (c) the amounts transferred to another Municipality;
 - (d) amounts paid by the Recipient in aggregate for Eligible Projects;
 - (e) amounts held at year end by the Recipient in aggregate, including interest, to pay for Eligible Projects;
 - (f) indicate in a narrative the progress that the Recipient has made in meeting its commitments and contributions; and,

- (g) a listing of all Eligible Projects that have been funded, indicating the location, investment category, project description, amount of Funds and total project cost.

7.2 **Outcomes Report.** The Recipient shall account in writing for outcomes achieved as a result of the Funds through an Outcomes Report to be submitted to AMO. Specifically the Outcomes Report shall describe, in a manner to be provided by AMO, the degree to which investments in each Eligible Project are supporting progress towards achieving:

- (a) beneficial impacts on communities of completed Eligible Projects; and
- (b) enhanced impact of Funds as a predictable source of funding.

8. ASSET MANAGEMENT

8.1 **Asset Management Plan.** The Recipient will develop and implement an Asset Management Plan prior to December 31, 2016.

8.2 **Outcomes.** On a date and in a manner to be determined by AMO, the Recipient will provide a report to AMO demonstrating that Asset Management Plans are being used to guide infrastructure planning and investment decisions and how Funds are being used to address priority projects.

9. RECORDS AND AUDIT

9.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles (GAAP) in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.

9.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice, the Recipient shall submit all records and documentation relating to the Funds to AMO and Canada for inspection or audit.

9.3 **External Auditor.** AMO and/or Canada may request, upon written notification, an audit of Eligible Project or an Annual Report. AMO shall retain an external auditor to carry out an audit of the material referred to in Sections 5.4 and 5.5 of this Agreement. AMO shall ensure that any auditor who conducts an audit pursuant to this Section of this Agreement or otherwise, provides a copy of the audit report to the Recipient and Canada at the same time that the audit report is given to AMO.

10. INSURANCE AND INDEMNITY

- 10.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 6 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking Eligible Projects, including, where appropriate and without limitation, property, construction and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.
- 10.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall provide AMO with a valid certificate of insurance that confirms compliance with the requirements of Section 10.1. No Funds shall be expended or transferred pursuant to this Agreement until such certificate has been delivered to AMO.
- 10.3 **AMO not liable.** In no event shall Canada or AMO be liable for:
- (a) any bodily injury, death or property damages to the Recipient, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents or consultants, arising out of or in any way related to this Agreement; or
 - (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or consultants arising out of any or in any way related to this Agreement.
- 10.4 **Recipient to Compensate Canada.** The Recipient will ensure that it will not, at any time, hold Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funds or an Eligible Project. The Recipient's obligation to compensate as set out in this section does not apply to the extent to which such claims or losses relate to the negligence of an officer, servant, employee, or agent of Canada in the performance of his or her duties.
- 10.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "Indemnatee"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnatee incurred by any Indemnatee or asserted against any Indemnatee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- (a) the Funds;
- (b) the Recipient's Eligible Projects, including the design, construction, operation, maintenance and repair of any part or all of the Eligible Projects;
- (c) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents, or by a Third Party, its officers, servants, employees, or agents; and
- (d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees or agents.

11. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 11.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 11.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered or otherwise disposed of.
- 11.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered or otherwise disposed of, remains primarily for public use or benefit.

12. DEFAULT AND TERMINATION

- 12.1 **Event of Default.** AMO may declare in writing that an event of default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an event of default has occurred unless it has first consulted with the Recipient. Each and every one of the following events is an "Event of Default":
 - (a) failure by the Recipient to deliver in a timely manner an Annual Report or Outcomes Report.
 - (b) delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement.
 - (c) failure by the Recipient to co-operate in an external audit undertaken by AMO or its agents.
 - (d) delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement.
 - (e) failure by the Recipient to expend Funds in accordance with Section 6.7.

- 12.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 12.3 **Remedies on default.** If AMO declares that an Event of Default has occurred under Section 12.1, after thirty (30) calendar days from the Recipient's receipt of the notice of an Event of Default, it may immediately terminate or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.
- 12.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

13. CONFLICT OF INTEREST

- 13.1 **No conflict of interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

14. NOTICE

- 14.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by facsimile or email to the addresses, the facsimile numbers or email addresses set out in Section 14.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by facsimile shall be deemed to have been given when sent; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by facsimile or email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 14.2 **Representatives.** The individuals identified in Section 14.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 14.3 **Addresses for Notice.** Further to Section 14.1 of this Agreement, notice can be given at the following addresses:

(a) If to AMO:

Executive Director
Federal Gas Tax Fund Agreement
Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto, ON M5H 3C6

Telephone: 416-971-9856
Facsimile: 416-971-6191
Email: gastax@amo.on.ca

(b) If to the Recipient:

David Burke
Acting Administrator/Clerk-Treasurer
Town of Mattawa
160 Water St., Box 390,
Mattawa, ON P0H 1V0
Telephone: (705) 744-5611
Facsimile: (705) 744-0104
Email: david.burke@mattawa.ca

15. MISCELLANEOUS

- 15.1 **Counterpart Signature.** This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.
- 15.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 15.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 15.4 **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 in Ontario.
- 15.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 5, 6.7, 6.8, 7, 10.4, 10.5, 11, 12.4 and 15.8.

Name:
Title:

Date

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

Affix
Corporate
Seal

By: _____
Title: Executive Director

Date

In the presence of:

Witness:
Title:

Date

SCHEDULE A

SCHEDULE OF FUND PAYMENTS

RECIPIENT'S NAME: TOWN OF MATTAWA

The following represents an estimate of the Funds and schedule of payments for the first five (5) years of the Agreement.

Year	Schedule of Fund Payments	
	Payment #1	Payment #2
2014	\$58,576.80	\$58,576.80
2015	\$58,576.80	\$58,576.80
2016	\$61,505.64	\$61,505.64
2017	\$61,505.64	\$61,505.64
2018	\$64,434.48	\$64,434.48

An estimate of the Funds and schedule of payments for the latter five (5) years of the Agreement (2019-2023) will be provided following the review and amendment procedures specified in Section 2.2 and 2.3.

SCHEDULE B

ELIGIBLE PROJECT CATEGORIES

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

1. Local roads and bridges – i.e. roads, bridges, tunnels, highways and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
2. Public transit – i.e. a shared passenger transport system which is available for public use.
3. Drinking Water – i.e. drinking water conservation, collection, treatment and distribution systems.
4. Wastewater – i.e. wastewater and storm water collection, treatment and management systems.
5. Solid waste – i.e. solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
6. Community energy systems – i.e. infrastructure that generates or increases the efficient usage of energy.
7. Capacity building - i.e. investments related to strengthening the ability of Municipalities to develop long-term planning practices.
8. Short-sea shipping – i.e. infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
9. Short-line rail – i.e. railway related infrastructure for carriage of passengers or freight.
10. Regional and local airports – i.e. airport-related infrastructure (excludes the National Airport System).
11. Broadband connectivity – i.e. infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
12. Brownfield Redevelopment i.e. remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
 - (a) the construction of public infrastructure as identified in the context of any other eligible category referred to in this Schedule, and/or;
 - (b) the construction of municipal use public parks and publicly-owned social housing.

13. **Sport Infrastructure – i.e. amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Junior A)).**
14. **Recreational Infrastructure - i.e. recreational facilities or networks.**
15. **Cultural Infrastructure – i.e. infrastructure that supports arts, humanities, and heritage.**
16. **Tourism Infrastructure – i.e. infrastructure that attracts travelers for recreation, leisure, business or other purposes.**
17. **Disaster mitigation – i.e. infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.**

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

SCHEDULE C

ELIGIBLE AND INELIGIBLE EXPENDITURES

1. Eligible Expenditures

1.1 Eligible Expenditures of Recipients will be limited to the following:

- (a) the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;
- (b) for capacity building category only, the expenditures related to strengthening the ability of Municipalities to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:
 - (i) studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
 - (ii) training directly related to asset management planning; and,
 - (iii) long-term infrastructure plans.
- (c) the expenditures directly associated with joint federal communication activities and with federal project signage.

1.2 Employee and Equipment Costs: The incremental costs of the Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- (a) the Recipient is able to demonstrate that it is not economically feasible to tender a contract;
- (b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
- (c) the arrangement is approved in advance and in writing by the Oversight Committee.

1.3 AMO as Agreement Administrator: Up to 0.5% of the total funds will be used by AMO to undertake the administrative responsibilities to implement the Agreement and to undertake related capacity building and program delivery including expenditures associated with communication activities such as public project announcements and signage. Canada will review and accept AMO's detailed business case submitted in accordance with the Canada-Ontario-AMO-Toronto Agreement prior to undertaking the administrative and related activities.

2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- (a) project expenditures incurred before April 1, 2005;
- (b) project expenditures incurred before April 1, 2014 for the following Eligible Project categories:
 - (i) regional and local airports;
 - (ii) short-line rail;
 - (iii) short-sea shipping;
 - (iv) disaster mitigation;
 - (v) broadband connectivity;
 - (vi) brownfield redevelopment;
 - (vii) cultural infrastructure;
 - (viii) tourism infrastructure;
 - (ix) sport infrastructure; and
 - (x) recreational infrastructure.
- (c) the cost of leasing of equipment by the Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs of Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- (d) taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- (e) purchase of land or any interest therein, and related costs;
- (f) legal fees; and
- (g) routine repair and maintenance costs.

including but not limited to Eligible Project success stories, Eligible Project vignettes, and Eligible Project start-to-finish features.

8. **Advertising Campaigns.** Recognizing that advertising can be an effective means of communication with the public, the Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or the Eligible Projects. However such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the Recipient agrees to inform Canada and AMO of its intention, and to inform them no less than 21 working days prior to the campaign launch.

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: PERSONNEL

CHAIRPERSON: COUNCILLOR C. LACELLE

DEPT. HEAD: DAVID J. BURKE

TITLE: COLLECTIVE AGREEMENT – LOCAL 1465

14-19 Draft By-Law ___ Item ___ Policy Recommendation

Mayor D. Backer and Members of Council:

On March 26th, 2014, Council passed Page 62 of Resolution Number 14-13 which stated:

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

Since passing the above resolution, the Collective Agreement which was prepared by Local 1465, reviewed by the municipality for completeness, is now recommended for formal adoption.

Recommendation:

That By-Law Number 14-19 be approved which authorizes the signing of the Collective Agreement between the municipality and CUPE Local 1465 for the years 2013, 2014, 2015 and 2016.

Respectfully submitted

Councillor C. Lacelle

CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 14-19

WHEREAS The Corporation of the Town of Mattawa appointed a Negotiating Committee to meet with representatives of CUPE 1465 for the purpose of negotiating a Collective Agreement.

AND WHEREAS an agreement was arrived at by negotiation.

AND WHEREAS Page 62 of Resolution Number 14-13 recommended that Council approve the Bargaining Committee's recommendation of a four year contract with a \$0.30 increase effective January 1, 2013, \$0.30 increase January 1st, 2014, \$0.40 January 1st, 2015 and \$0.40 January 1st, 2016 and other improvements to the Collective Agreement.

NOW THEREFORE the Corporation of the Town of Mattawa enacts:

1. THAT the Council of the Town of Mattawa accepts and approves the settlement as presented in Page 62 of Resolution Number 14-13.
2. THAT the Mayor and Clerk are authorized to sign this By-law authorizing the signing of the Union agreement for 2013, 2014, 2015 and 2016 as is attached to this By-Law and known as Schedule "A" to By-Law Number 14-19.

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

Mayor

Clerk

Schedule "A" to
By-Law
14-19

COLLECTIVE AGREEMENT

Between:

THE CORPORATION OF THE TOWN OF MATTAWA

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1465**

**January 1, 2013
to
December 31, 2016**

cope/scepb 491.kc

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE 1

ARTICLE 2 - MANAGEMENT RIGHTS 2

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS 2

ARTICLE 4 - NO DISCRIMINATION 3

ARTICLE 5 - UNION SECURITY 4

ARTICLE 6 - CORRESPONDENCE 4

ARTICLE 7 - REPRESENTATION AND INFORMATION 4

ARTICLE 8 - PROBATIONARY EMPLOYEES 5

ARTICLE 9 - SENIORITY 6

ARTICLE 10 - GRIEVANCE PROCEDURE 8

ARTICLE 11 - ARBITRATION 10

ARTICLE 12 - LEAVE OF ABSENCE 11

ARTICLE 13 - JOB POSTING 12

ARTICLE 14 - VACATIONS 13

ARTICLE 15 - LIST OF HOLIDAYS 15

ARTICLE 16 - HOURS OF WORK 16

ARTICLE 17 - OVERTIME 17

ARTICLE 18 - SICK PAY ALLOWANCE 18

ARTICLE 19 – EMPLOYEE BENEFITS 19

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES 21

ARTICLE 21 - CLOTHING ALLOWANCE 22

ARTICLE 22 - FIRST AID KITS 23

ARTICLE 23 - SAFETY AND HEALTH 23

ARTICLE 24 - SHIFT PREMIUM & WEEKEND PREMIUM.....	24
ARTICLE 25 - GENERAL.....	24
ARTICLE 26 - TERM OF AGREEMENT	24
ARTICLE 27.....	24
ARTICLE 28 – NO LAY-OFF	25
ARTICLE 29 – PRESENT CONDITIONS AND BENEFITS	25
ARTICLE 30 – NO CONTRACTING-OUT	25
ARTICLE 31 – DISCIPLINE AND DISCHARGE.....	25
ARTICLE 32 – ACCESS TO PERSONNEL FILE.....	25
SCHEDULE "A"	27
WAGE RATES AND CLASSIFICATIONS	
SCHEDULE "B".....	28
PART-TIME EMPLOYEES	
LETTER OF UNDERSTANDING – 1.....	31
LETTER OF UNDERSTANDING – 2.....	32
RE: LANDFILL ATTENDANT TASKS	
LETTER OF UNDERSTANDING – 3.....	33
RE: LEAD HAND DESIGNATION	
LETTER OF UNDERSTANDING – 4.....	35
RE: CLERK I AND CARETAKER I	
LETTER OF UNDERSTANDING – 5.....	36
RE: FLEXIBLE WORK HOURS OPPORTUNITIES	
LETTER OF UNDERSTANDING - 6.....	38
RE: TRAINING	
LETTER OF UNDERSTANDING - 7.....	40
RE: QUALIFICATIONS	

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: PERSONNEL

CHAIRPERSON: COUNCILLOR C. LACELLE

DEPT. HEAD: DAVID J. BURKE

TITLE: NON-UNION STAFF ADJUSTMENTS RESULTION FROM
COLLECTIVE AGREEMENT

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

Labour negotiations with CUPE Local 1465 were recently finalized with a four year contract being agreed upon which included benefits and a monetary increase.

The Non-union staff of our municipality, which includes the full-time staff and the Fire Department are not represented by a union but have received benefits and salary increases yearly basically equal to the union staff since 1988 when Council adopted a policy approving equal treatment of staff. A salary increase would be applicable since we historically deal with union first and award corresponding compensation increases to non-union staff afterwards.

The union, through negotiation, agreed to a number of changes to the collective agreement including approximately 1.5% wage increase effective January 1, 2013, approximately 1.5% effective January 1st, 2014, 2.0% effective January 1, 2015 and 2.0% effective January 1, 2016, improvements to the bereavement leave and vision care and other minor improvements to the agreement.

If we are to honour our commitment to treat our non-union staff equally, we should now award a pay raise to the non-union staff, and provide other administrative and insurance adjustments as well. In addition, yearly increases to Council and the Fire Department are implemented through this approval process.

Recommendation:

That the full-time non-union staff and the Fire Department of the Corporation of the Town of Mattawa and Council be awarded a 2.0% wage increase effective January 1, 2013, 2.0% January 1st, 2014, 2.0% January 1st, 2015 and 2.0% January 1, 2016. Other administrative and insurance adjustments approved in the Collective Agreement and applicable to non-union staff will also be

implemented. The salary increase will apply to the non-union full-time staff including the Administrator, Deputy Clerk-Treasurer, Accounting Clerk, Counter Clerk, Administrative Assistant, Recreation Director, Public Works Superintendent and the By-Law Enforcement Officer. The part-time Fire Chief, Deputy-Chief and the Volunteer Firefighter Point/Wage System and Stand-by Security System will also receive the monetary increase in addition to the Mayor and Councillors.

Respectfully submitted

Councillor C. Lacelle