

CORPORATION OF THE TOWNSHIP OF PRINCE


BY-LAW NO. 2011-35

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the Chapleau Regional Development Corporation and Prince Township as the CAP Site Operator


THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator are hereby authorized to execute and affix the Corporate Seal to an Agreement between the Chapleau Regional Development Corporation and Prince Township as the CAP Site Operator, which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"
Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 13th day of December, 2011.



Reeve



CAO/Administrator

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2011-35

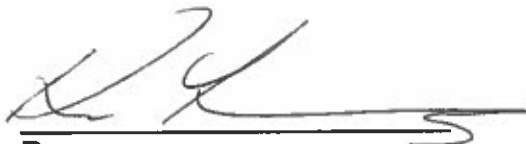
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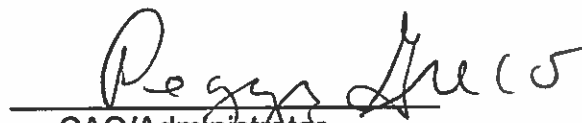
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READ THREE TIMES AND PASSED in open Council this 13th day of December, 2011.



Reeve



CAO/Administrator

Certified a True Copy
of the Original
Date: Dec 19, 2011 
Municipal Clerk
Township of Prince

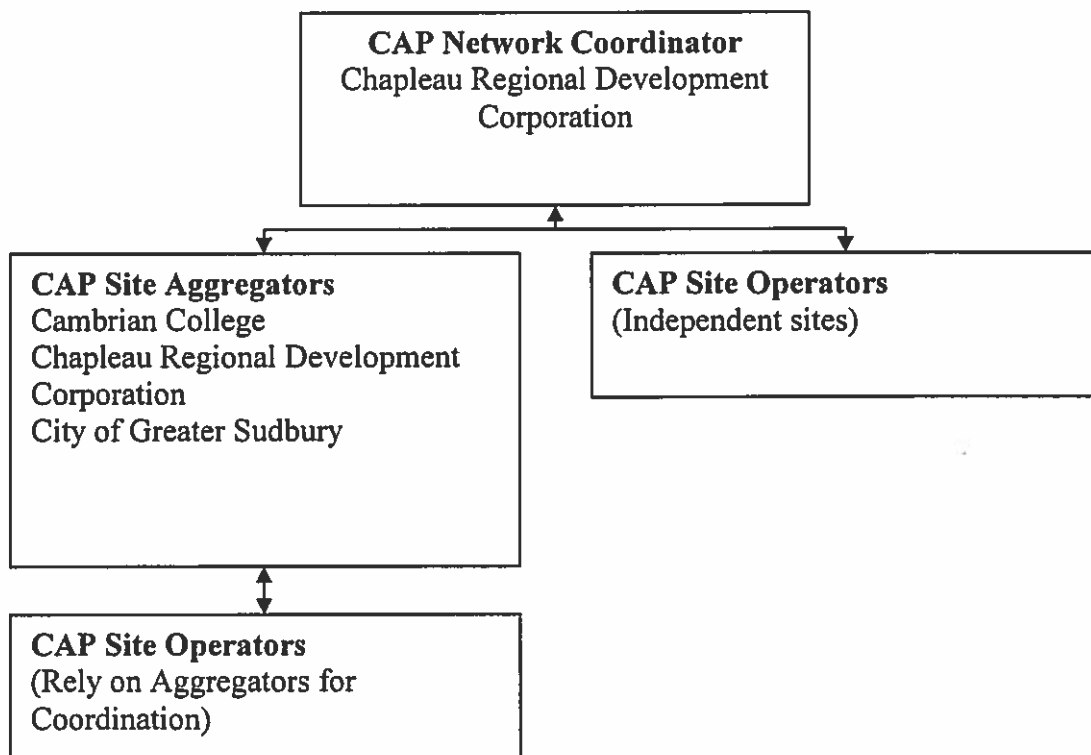


CHAPLEAU REGIONAL DEVELOPMENT CORPORATION

CAP Site Aggregator and Operator Sub-Agreement

The CAP Site Aggregator represents several CAP sites and coordinates their CAP activities. The CAP Site Operator is responsible for its own site and CAP activities. The CAP Network Coordinator represents several CAP Site Aggregators and Operators and coordinates the funding application.

The CAP Site Aggregator and Operator is expected to work with the other Aggregators, Operators and the Network Coordinator with the goal of increasing and improving service delivery to CAP site users. The Network Coordinator is the Chapleau Regional Development Corporation.



The Network Coordinator will issue payments to the CAP Site Operator once funding is received and prepare financial claims in coordination with the various CAP Site Aggregators and Operators.

The CAP Site Aggregator and Operator agree to abide by the policies outlined in Appendix A & B of this agreement. Failure to abide by the policies and requirements set out by Industry Canada could result in funding being returned to Industry Canada or funding being refused to the Site(s).



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The CAP Site Operator will ensure that it provides the Network Coordinator with the required and requested information, such as financial information, receipts, invoices, and user statistics, for the financial claim and reporting so that the Network Coordinator can fulfill its obligations.

The CAP Site Aggregator and Operator must retain books, accounts, records, and supporting documents relating to the project, including eligible costs, for two years following the completion date, and the Recipient and the Minister must have access to such documentation for project auditing and program evaluation purposes.

The CAP Site Aggregator and Operator must follow the costing memorandum as it appears in Appendix B (attached). The CAP Site Operator must meet the ongoing requirements for CAP sites as it appears in Appendix A (attached).

The CAP Site Operator must leave the publicity and public acknowledgment of the funding up to the Minister, or obtain permission from the Minister in accordance with the Network Coordinator's agreement before proceeding to announce it independently.

Where CAP Site Aggregators or Operators cannot provide the documentation required by Industry Canada, the Network Coordinator can reduce the amount of funding under this agreement accordingly.

The project must be completed by **March 31, 2012**, as per Network Coordinator's agreement with Industry Canada. Each site shall receive **\$3,275.00** in total, to be spent on eligible invoices dated from **April 1, 2011** to completion date of **March 31, 2012**.

Goods purchased for the project belong to the CAP Site Operator, and must be listed. The CAP Site Operator must keep evidence of this on record and available for audit by the Network Coordinator and the Minister at all relevant times.

The CAP Site Operator must grant the Network Coordinator and the Minister access rights and audit rights at least equivalent to those required in sections 9.3 and 9.4 of Industry Canada's agreement with the Network Coordinator.

9.3 Minister's right to audit

The recipient will, at its own expense, preserve and make available for audit and examination by the Minister or the Minister's representatives the books, accounts, and records of the Project and of the information necessary to ensure compliance with the terms and condition of this Agreement. The Minister will have the right to conduct such additional audits at the Minister's expense as may be considered necessary using audit staff selected by the Minister. The Recipient will make the necessary contractual arrangements with third parties to provide the Minister with similar audit rights in respect of these third parties

9.4 Access to Premises

The recipient will provide the Minister or the Minister's representatives reasonable access to the recipient's premises, including third parties under contract with the recipient for the implementation of this project, and any premises where the project takes place to assess the progress of the project or any element thereof and supply promptly on request such information as the minister may reasonably require for statistical or project evaluation purposes.



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The CAP Site Aggregator and Operator declares, through this agreement, that it has not applied for financial assistance through another CAP network or CAP Site Operator under this program and agree not to apply for financial assistance through another CAP Network or CAP Site Operator during the duration of this agreement.

As CAP Site Aggregator or CAP Site Operator, I agree with the above statements.

Organization: Prince Township

Signature: [Signature] Peggy Greco
Reeve CAO Administrator

Print name: Ken Hamming Peggy Greco

Date: December 13, 2011

Please forward a copy of this signed agreement to:
Sylvie Sylvestre – CAP Regional Coordinator

By email: ssylvestre@gmail.com

Or by mail:
Chapleau Regional Development Corporation
P.O. Box 1776
Chapleau, ON
P0M 1K0
Fax: 705-864-9022



CHAPLEAU REGIONAL DEVELOPMENT CORPORATION

APPENDIX A

ELIGIBILITY CRITERIA

A) Eligible Applicants

- Applicants must be Canadian legal entities who were either a CAP Network Coordinator (CAP Network) in 2010–2011 or are replacing a 2010–2011 CAP Network.
- Applicants who were previous CAP recipients must have met all the requirements of previous agreements.

B) Eligible Activities

Eligible activities are as follows:

- i. Engaging, independently or in cooperation with others, in activities to support the operations of eligible CAP sites established under the Community Access Program;
- ii. Acting as the coordinating body to manage a network of Community Access Internet sites in Canada to provide widespread, low-cost and open public accessibility to on-line resources and information, as well as to value-added content;
- iii. Engaging, independently or in cooperation with others, in activities to enhance the technological capabilities and services offered by eligible CAP sites established under the Community Access Program.

C) Eligible CAP Sites

Eligible CAP sites are those that:

- Have been established under the Community Access Program;
- Provide effective support for the delivery of public access to the Internet and related information and communications technologies (ICT);
- Reach Canadians who face the Digital Divide namely, Canadians who do not have access to the Internet because of economic, social, educational, or geographic barriers;
- Support the use of government services and information online; and
- Help to provide enhanced accessibility for people with disabilities (e.g., provision of hardware and software for computer access; offer barrier-free accessibility for persons with disabilities, refer visitors to the nearest barrier-free access site, etc.).

Sites that do not meet the above criteria will not be eligible for Program support through the CAP Network.



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Ongoing requirements for CAP sites are as follows:

1. CAP Sites will provide the general public and Canadians affected by the Digital Divide with access to the Internet for at least twenty (20) hours per week, with a sufficient proportion of this access on evenings and weekends.
2. CAP sites must post signage identifying the site as a CAP site. In cases where signage is not permitted, a note indicating the rationale should be submitted with the application. CAP sites must also publicly acknowledge the support of Industry Canada.
3. A qualified person must be available to assist users of the CAP site during operating hours.
4. Training for users must be available in CAP sites or through the CAP network on a group or individual basis. Topics shall include general orientation to the Internet, using e-mail, searching the World Wide Web, and accessing government information and services on-line.
5. CAP Sites must also adhere to the CAP minimum operating standards by providing:
 - access to the Internet using a graphical browser;
 - access to e-mail;
 - a location that meets local building codes for physical accessibility by persons with disabilities;
 - a reasonable level of electronic accessibility either on-site or through coordination with local CAP Sites; and
 - printing facilities (this may operate on a user-pay basis).
6. CAP sites must adopt an acceptable use policy and communicate it to the public who use the CAP facility. The Media Awareness Network Web site (http://www.media-awareness.ca/english/special_initiatives/web_awareness/index.cfm) can provide information on this.
7. CAP sites are required to maintain and use a corporate e-mail address, such as CAPsite@anytown.ca.
8. CAP Sites are encouraged to maintain a CAP Web page or community Web page. These Web pages should:
 - adhere to standards for accessible Web design adopted by the World Wide Web Consortium (W3C);
 - display a message that the access site is a partnership with the Government of Canada;
 - adhere to the HTML standard for page coding, which may include other enhanced types of Web page coding such as SGML, XML, DHTML, JavaScript, Shockwave, etc., as long as standards for accessible Web design are maintained; and
 - include metatags in its HTML coding, for ease of indexing on-line.



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APPENDIX B: Costing Memorandum

Eligible Costs

Eligible costs are those reasonable costs directly related to carrying out the eligible activities described under Eligible Activities above. Only costs that are reasonable and are related directly to the eligible activities will be considered. These costs are divided into the following categories: **1. direct labour costs, 2. direct material costs and other direct costs, 3. project management costs, and 4. travel costs.**

- i. **Direct Labour Costs** include human resources, i.e., salaries for staff operating CAP sites; providing training; developing training materials; maintaining equipment; providing technical support; co-ordinating volunteers; developing project-related Web content; and managing the Project. Human resource costs can relate to single sites or the network of sites.
- ii. **Direct Material Costs and Other Direct Costs** include the purchase of hardware, software and services; equipment maintenance and upgrades, the purchase of Internet connections; telephone and Internet charges; rental of space for CAP sites or Network Coordinators; promotional activities such as the production of brochures and posters or the cost of advertising; the purchase of supplies, such as paper and ink cartridges.
- iii. **Project Management Costs** include costs incurred by the CAP Network Coordinator related to administering the Project, such as the production of reports and claims, the collection and analysis of data and holding meetings with CAP site Operators. Project Management Costs will not exceed 10% of the total direct project costs to be funded by the Program.
- iv. **Travel Costs** include transportation (flight, train, car, taxis)/ travel to project related meetings and workshops, accommodations (hotel, motel, private), and meals, as set out by Treasury Board guidelines. More information is available at the following URL: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp

Non-Eligible Costs

Notwithstanding that the following costs may be reasonably and properly incurred by the Applicant, including any third party and CAP Site Operators in the performance of the Project, they are considered non-eligible costs under CAP:

- (a) in-kind costs;
- (b) accounting and consulting fees in connection with financial reorganization, security issues, capital stock issues, obtaining of patents and licenses, and prosecution of claims against the Minister;
- (c) losses on investments, bad debts, and expenses for the collection thereof;



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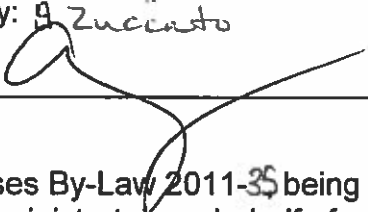
- (d) losses on other agreements;
- (e) federal and provincial income taxes, excess profit taxes or surtaxes and/or special expenses in connection therewith;
- (f) provisions for contingencies;
- (g) provisions for life insurance on the lives of officers and/or directors where proceeds accrue to the Recipient or CAP Site Operator;
- (h) amortization of unrealized appreciation of assets;
- (i) depreciation of assets paid for by the Minister;
- (j) fines and penalties;
- (k) expenses and depreciation of excess facilities;
- (l) unreasonable compensation for officers and employees;
- (m) hospitality and entertainment expenses unless prior approved by the Minister;
- (n) donations;
- (o) dues and other memberships other than regular trade and professional associations;
- (p) fees extraordinary or abnormal for professional advice in regard to administrative or accounting matters, unless prior approval from the Minister is obtained;
- (q) insurance deductibles.

The Corporation of the Township of Prince
 3042 Second Line West,
 SAULT STE. MARIE, ON P6A 6K4
 Phone: 705-779-2992 Fax: 705-779-2725



COUNCIL RESOLUTION

Date: DECEMBER 13, 2011

AGENDA ITEM
8(a)

Resolution 2011 - 323	
Moved by: I. Chambers 	Seconded by: A. Zuccato 

Be it resolved that this Council hereby passes By-Law 2011-35 being a by-law authorizing the Reeve and the CAO/Administrator, on behalf of Prince Township, as the Community Access Program (CAP) operator, to enter into the sub-agreement with the Chapleau Regional Development Corporation, acting as the CAP Regional Coordinator.

RESOLUTION RESULT				
<input checked="" type="checkbox"/>	CARRIED	Mayor & Council	YES	NO
<input type="checkbox"/>	DEFEATED	Ken Lamming		
<input type="checkbox"/>	DEFERRED			
<input type="checkbox"/>	REFERRED	Ron Amadio		
<input type="checkbox"/>	PECUNIARY INTEREST DECLARED	Ian Chambers		
<input type="checkbox"/>	RECORDED VOTE (SEE RIGHT)	Amy Zuccato		
<input type="checkbox"/>	WITHDRAWN			
REEVE - Ken Lamming		CAO/ADMINISTRATOR - Peggy Greco		
				

The above is a certified to be true copy of resolution number 2011 - 323

Peggy Greco
 CAO/Administrator

