



**CORPORATION OF THE CITY OF
CLARENCE-ROCKLAND
REGULAR MEETING**

November 20, 2017, 6:30 pm

Council Chambers

415 rue Lemay Street, Clarence Creek, Ont.

Pages

1. Opening of the meeting

The meeting is scheduled to begin at 6:30 pm in order to allow for a closed session.

The portion of the meeting that is open to the public begins at 7:15 pm.

2. Prayer

1

3. Adoption of the agenda

4. Disclosure of pecuniary interests

5. Closed Meeting

5.1 Closed meeting minutes of November 6, 2017

5.2 Appointment of a member to the Planning Committee

5.3 Fire Services Reporting structure

6. Closed Meeting report

7. Announcements

8. Comment/Question Period

Note: Members of the public may come forward to the podium and after seeking permission from the Presiding Officer, shall state their name and direct their question/comment on any matter which is related to any item included in this agenda to the Presiding Officer.

The maximum time allowed in all circumstances for a question/comment shall be three (3) minutes per person per meeting. There shall be a maximum of 30 minutes dedicated to the question/comment period. Any unasked questions/comments due to the time restriction may be submitted in writing to the Clerk.

At no time shall this question period be taken by members of the audience to make speeches or accusations.

9. Council Members' Items

10. Consent Items

Note: All items listed in this section of the agenda will be subject to approval under one non-debatable, non-amendable motion. Should any member of Council wish to hold a discussion or engage in debate on one of these items, he or she is required to ask for the item to be considered separately before a vote is taken.

10.1 Adoption of the minutes of the following meetings:

- | | | |
|----|--|----|
| a. | Regular meeting of November 6, 2017 | 3 |
| b. | Committee of the Whole meeting of November 6, 2017 | 19 |

10.2 Receipt of the minutes of the following meetings:

- | | | |
|----|---|----|
| a. | Planning Committee meeting of September 7, 2017 | 31 |
|----|---|----|

10.3 The following recommendations from Committee of the Whole of November 6, 2017

- | | | |
|----|---|----|
| a. | Resolution to adopt the 2018 Meeting Calendar | 35 |
| b. | Resolution to authorize the Director of Community Services to approve the policies and procedures of the Daycare Services | 81 |

10.4 Resolution to adopt the salaries paid from September 24th, 2017, to November 4th, 2017, in the gross amount of \$1,214,334.87 and net amount of \$880,702.05

11.	Committee/Staff Reports	
11.1	Accounts paid	231
12.	By-laws	
	Note: All items listed in this section of the agenda will be subject to approval under one non-debatable, non-amendable motion. Should any member of Council wish to hold a discussion or engage in debate on one of these By-laws, he or she is required to ask for the item to be considered separately before a vote is taken.	
12.1	2017-144 - to amend the Zoning By-Law – Roger Villeneuve – 1255 chemin Joanisse	247
12.2	2017-147 - to designate lands not subject to part lot control, for Block TH1, Part of Block 280 of Plan 50M-308	259
12.3	2017-148 - to adopt an Emergency Management Program	265
12.4	2017-149 - to enter into a Transfer Payment with the Ministry of Transportation for the Public Transit Infrastructure Fund	299
12.5	2017-150 - to lower the speed limits on Giroux Street, Chamberland North Street and Catherine Street to 40 km/h	375
12.6	2017-151 - to authorize the signature of a contract with Fotenn Consultants for the Secondary Plan process of the expansion lands of Rockland	381
13.	Confirmatory By-law	387
14.	Adjournment	



**CORPORATION DE LA CITÉ DE
CLARENCE-ROCKLAND
RÉUNION RÉGULIÈRE**

le 20 novembre 2017, 18h30

Council Chambers

415 rue Lemay Street, Clarence Creek, Ont.

Pages

1. Ouverture de la réunion

La réunion débute à 18h30 afin de permettre une session à huis clos.

La section de la réunion ouverte au public débute à 19h15.

2. Prière

1

3. Adoption de l'ordre du jour

4. Déclarations d'intérêts pécuniaires

5. Réunion à huis clos

5.1 Procès-verbal de la réunion à huis clos du 6 novembre 2017

5.2 Nomination d'un membre au Comité d'aménagement

5.3 Structure organisationnelle du service d'incendies

6. Rapport de la réunion à huis clos

7. Annonces

8. Période de Questions/Commentaires

Note: Les membres du public sont invités à se rendre au podium et après avoir reçu la permission du président de l'assemblée, doivent se nommer et adresser leur question et/ou commentaire sur tout sujet qui est relié à n'importe quel item qui figure à l'ordre du jour au président de réunion.

Le temps maximal accordé pour une question/commentaire dans toutes circonstances est de trois (3) minutes par personne par réunion. Il y aura un maximum de 30 minutes consacrés à la période de questions/ commentaires. Toutes questions et/ou commentaires qui n'ont pas été adressés par faute de temps peuvent être soumis par écrit à la greffière.

En aucun cas, cette période de questions/ commentaires ne peut être utilisée par les membres du public pour faire des discours ou porter des accusations.

9. Items des membres du Conseil

10. Items par consentement

Note : Les items énumérés dans cette section de l'ordre du jour seront sujet à être considéré pour approbation sous une résolution qui n'est pas sujette au débat et non-modifiable. Si un membre du conseil désire engager une discussion ou un débat par rapport à un de ces items, il/elle doit demander que l'item soit considéré séparément avant que le vote ait lieu.

10.1 Adoption des procès-verbaux des réunions suivantes:

- | | | |
|----|--|----|
| a. | Réunion régulière du 6 novembre 2017 | 3 |
| b. | Réunion du comité plénier du 6 novembre 2017 | 19 |

10.2 Réception des procès-verbaux des réunions suivantes:

- | | | |
|----|---|----|
| a. | Réunion du comité d'aménagement du 7 septembre 2017 | 31 |
|----|---|----|

10.3 Les recommandations suivantes du comité plénier du 6 novembre 2017

- | | | |
|----|---|----|
| a. | Résolution pour adopter le calendrier des réunions 2018 | 35 |
| b. | Résolution pour autoriser le directeur des services communautaires à approuver les politiques et procédures du Service de garderies | 81 |

10.4 Résolution pour adopter les salaires payés pour la période du 24 septembre 2017, au 4 novembre 2017, au montant brut de 1 214 334,87\$, et montant net de 880 702,05\$

11.	Rapports des Comités/Services	
11.1	Comptes payés	231
12.	Règlements municipaux	
	Les règlements énumérés dans cette section de l'ordre du jour seront sujet à être considéré pour approbation sous une résolution qui n'est pas sujette au débat et non-modifiable. Si un membre du conseil désire engager une discussion ou un débat par rapport à un de ces règlements, il/elle doit demander que l'item soit considéré séparément avant que le vote ait lieu.	
12.1	2017-144 - pour modifier le règlement de zonage – Roger Villeneuve – 1255 chemin Joanisse	247
12.2	2017-147 - pour retirer des parties de lots de la réglementation – Bloc 280, Plan 50M-308	259
12.3	2017-148 - pour adopter un programme de gestion des urgences	265
12.4	2017-149 - pour conclure un paiement de transfert avec le Ministère des Transports pour le fond pour les infrastructures du transport en commun	299
12.5	2017-150 - pour réduire la vitesse des rues Giroux, Chamberland Nord et Catherine à 40 km/h	375
12.6	2017-151 - pour autoriser la signature d'un contrat avec Fotenn Consultants pour le processus de plan secondaire pour les terrains ajoutés dans l'aire urbaine de Rockland	381
13.	Règlement de confirmation	387
14.	Ajournement	

**PRIÈRE D'OUVERTURE / OPENING PRAYOR
CITÉ DE / CITY OF CLARENCE-ROCKLAND**

Notre Père

Les personnes présentes dans cette salle ont des opinions divergentes, des modes d'expressions variés, des façons différentes de vivre leurs émotions et des cheminements divers dans la prise de leurs décisions.

May we combine clarity of mind with kindness of heart. May we be impartial without bending to strong personalities. May we sacrifice self-interest for the good of the whole.

Veillez éclairer nos discussions et nos décisions. Aidez-nous à accomplir notre travail avec amour et une vision juste de l'avenir pour le plus grand bien de ceux que nous représentons.

May your name be glorified through our efforts.
Amen



**CORPORATION OF THE
CITY OF CLARENCE-ROCKLAND
REGULAR MEETING MINUTES**

November 6, 2017
Council Chambers
415 rue Lemay Street, Clarence Creek, Ont.

PRESENT: Guy Desjardins, Mayor
Jean-Marc Lalonde, Councillor Ward 1
Mario Zanth, Councillor Ward 2
Carl Grimard, Councillor Ward 3
Charles Berlinguette, Councillor Ward 4
André J. Lalonde, Councillor Ward 5
Krysta Simard, Councillor Ward 6
Michel Levert, Councillor Ward 7
Helen Collier, Chief Administrative Officer
Monique Ouellet, Clerk

ABSENT: Diane Choinière, Councillor Ward 8

1. Opening of the meeting

Mayor Desjardins calls the meeting to order at 6:02 p.m.

2. Prayer

Councillor Carl Grimard recites the prayer.

3. Adoption of the agenda

RESOLUTION 2017-238

Moved by Mario Zanth

Seconded by Jean-Marc Lalonde

BE IT RESOLVED THAT the agenda be adopted with the addition of item 5.5 regarding the potential sale of a property.

CARRIED, as modified

4. Disclosure of pecuniary interests

None

5. Closed Meeting

RESOLUTION 2017-239

Moved by Guy Desjardins

Seconded by Michel Levert

BE IT RESOLVED THAT the regular meeting be adjourned in order to discuss the following items, as stipulated in Section 239 of the *Municipal Act, 2001*, as amended:

5.1. Minutes of the Closed meeting of October 16, 2017

5.2. Human Resources matter

5.3. Staffing

5.4. Council/Staff relationship

5.5. Potential sale of property

CARRIED

Members of Council move to the conference room adjacent to the Council Chambers at 6:05 p.m. and return to the Council Chambers at 7:38 p.m.

RESOLUTION 2017-240

Moved by Mario Zanth

Seconded by Michel Levert

BE IT RESOLVED THAT the closed meeting be adjourned in order to return to the regular meeting.

CARRIED

6. Closed Meeting report

Mayor Desjardins informs the members of the public that Council discussed some matters in closed session and that directives were given to staff.

RESOLUTION 2017-241

Moved by Michel Levert

Seconded by Krysta Simard

BE IT RESOLVED THAT the re-organization proposal as set-out in the Chief Administrative Confidential Report No. ADMIN2017-028 presented in closed meeting be approved at a net addition of 1 position and a net impact on the budget of \$57,900 savings.

CARRIED

7. Announcements

Mayor Desjardins presents Mr. Luc Duval, new Staff Sergeant for the Rockland OPP detachment.

Mayor Desjardins invites everyone to attend the November 11th ceremony in front of City hall.

Councillor Jean-Marc Lalonde announces that the Christmas parade will be held on November 26 at 4:30 p.m.

Councillor Krysta Simard announces that the Evening of Sharing will be held on November 24 at the Optimiste Performance Hall at 7:00 pm.

Councillor Krysta Simard announces that the St-Pascal Food Drive will be on November 25.

Mayor Desjardins announces that the Rockland Food Drive will be on December 3.

8. Comment/Question Period

Rolland Labonté expresses that he does not agree with the content of the staff report INF2017-039 in regards to his daughter's property. Mayor confirms that Mr. Julian Lenhart will communicate with his staff and report back to Council at the next meeting.

9. Council Members' Items

None

10. Consent Items**RESOLUTION 2017-242**

Moved by Krysta Simard

Seconded by Carl Grimard

BE IT RESOLVED THAT the following items, as identified under the consent items category on the regular meeting agenda of November 6, 2017, be adopted:

10.1. Adoption of the minutes of the following meetings:

- a. Regular meeting of October 16, 2017
- b. Committee of the Whole meeting of October 16, 2017

10.2. Receipt of the minutes of the following meetings:

- a. Public Library Board meeting of September 19, 2017
- b. Committee of Adjustment of September 20, 2017

10.3. The following recommendations from Committee of the Whole of October 16, 2017:

- a. Resolution to reiterate Council's position to take legal action to recover the additional expenditures funded by the municipality to affect the remediation works to the stormwater management pond for Verdon Subdivision
- c. Resolution to endorse the revised scope of work and budget for the Victoria Street upgrading works and to approve the appointment of UCPR to undertake the required asphalt works
- d. Resolution to approve the scope of works, the implementation schedule and budget for watermain looping projects on Landry and Russell roads

10.4. Tax Reduction under Section 357 & 358 of the Municipal Act

CARRIED

Text of the resolutions adopted by consent under Resolution no. 2017-242

10.3a. WHEREAS *repeated efforts have been made by the municipality to require DV Developments Inc. to complete outstanding subdivision servicing works; and*

WHEREAS *these efforts have proved to be futile to date;*

BE IT RESOLVED THAT *Report No. INF2017-068 be received as information; and*

BE IT RESOLVED THAT *Council reiterates its position to take legal action to recover the additional expenditures funded by the municipality to affect the remediation works to the stormwater management pond.*

10.3c. BE IT RESOLVED THAT *Council endorses the revised scope of work and budget for the Victoria Street upgrading works as identified in Report number INF2017-071; and*

BE IT RESOLVED THAT *Council approves the appointment of the United Counties of Prescott-Russell (UCPR) to undertake the required asphalt works on Victoria Street to an upset limit of \$60,000.*

10.3d. WHEREAS *on May 15th 2017 the City of Clarence-Rockland received a letter from the Ministry of Infrastructure for the Clean Water and Wastewater Fund (CWWF), confirming the approval of funding for the two (2) watermain looping projects, one being in Clarence Creek, on Landry Road and the other in Bourget, on Russell Road;*

BE IT RESOLVED THAT Council adopts the scope of works for these projects, the implementation schedule and the budget for these projects, as identified in report INF2017-066; and

BE IT RESOLVED THAT Council approves sewer debt financing in the amount of \$2,610,000 representing an increase of \$97,000 from the initial budget.

- 10.4. BE IT RESOLVED THAT** Municipal Council of the City of Clarence-Rockland hereby approves tax reductions in the amount of \$14,510, being applications under section 357 & 358 of the Municipal Act, against all lands concerned, as recommended in report no. FIN2017-034.

10.3b. Resolution to approve the final draft for Phase 1 of the 10 year Capital Works Program

RESOLUTION 2017-243

Moved by Charles Berlinguette

Seconded by Jean-Marc Lalonde

WHEREAS members of Council have had an opportunity to review the draft 10 Year Capital Works Program contained within report number INF 2017-057; and

WHEREAS staff has met with several Council members to review the program;

BE IT RESOLVED THAT Council approves the final draft for Phase 1 of the 10 Year Capital Works Plan, subject to budget approval.

CARRIED

11. Committee/Staff Reports

11.1 5 Ton Truck c/w Plow and Salter

Further to questions, Mr. Julian Lenhart explains that the 3 ton truck that is currently being used is in satisfactory working condition for the next season.

RESOLUTION 2017-244

Moved by Michel Levert

Seconded by Krysta Simard

WHEREAS the bids received for the acquisition of a 5 ton single axle truck were in excess of the approved budget allocation;

BE IT RESOLVED that Council rejects the tenders received and that the additional funding requirement for this acquisition be considered by Council as part of the 2018 capital works budget deliberation process.

CARRIED

11.2 Replacement of Boileau Bridge, Update #1

RESOLUTION 2017-245

Moved by Michel Levert

Seconded by Charles Berlinguette

WHEREAS the approved budget for the project is sufficient in order to pay for the costs of the Change Orders number 1 and number 2 (CO # 1& 2);

BE IT RESOLVED that Council hereby authorizes to proceed and pay for the invoices for the additional resurfacing work and slope stability work for the Boileau Bridge project.

CARRIED

12. By-laws

RESOLUTION 2017-246

Moved by Krysta Simard

Seconded by Charles Berlinguette

BE IT RESOLVED THAT the following by-laws be adopted:

12.3. 2017-132 - to assume Phase B and F, part of the Morris Village Subdivision

12.6. 2017-135 - to assume Catherine Street and Chamberland Street North for public use

12.7. 2017-136 - to appoint members of the Committee of Adjustment

12.8. 2017-139 - to amend Zoning By-Law 2016-10 – Jean-Guy Giroux for Émile Prud'Homme – Joannis and du Golf

12.10. 2017-141 - to award a one-year extension to an existing contract with Ghislain Lalonde Entreprise for the rental of a grader

12.11. 2017-142 - to sign a Memorandum of Understanding with the City of Boeun, Republic of Korea

12.12. 2017-143 - to sign an agreement with Francine and/or Raynald Paquette for the sale of 3575 Drouin Road

CARRIED

12.1 2017-114 - to enter into a lease agreement with TVC 22**RESOLUTION 2017-247****Moved by** Jean-Marc Lalonde**Seconded by** Krysta Simard

BE IT RESOLVED that Council adopts by-law 2017-114 to authorize the Director of Community Services to sign the lease agreement for the Art and Cultural Center with TVC 22, for the period of January 1st 2018 to December 31st 2022.

CARRIED**12.2 2017-131 - to assume Stage 3 of Morris Subdivision**

Further to questions, Mr. Julian Lenhart states that he is not aware of conditions set out in order to ensure that heavy construction traffic does not use the roads once the City assumes the responsibility of the road. Mr. Lenhart confirms that in the future, traffic charts regarding this issue will be considered.

RESOLUTION 2017-248**Moved by** André J. Lalonde**Seconded by** Krysta Simard

BE IT RESOLVED THAT Council approves the Assumption By-law 2017-131 for Stage 3 part of the Morris Village Subdivision (plan 50M-302) and defined as being part of Sterling Avenue, Mercury Street and Dorina Sarazin Crescent in Rockland.

CARRIED**12.4 2017-133 - to regulate the erection of temporary structures****RESOLUTION 2017-249****Moved by** Carl Grimard**Seconded by** Krysta Simard

BE IT RESOLVED THAT By-law No. 2017-133, being a by-law to regulate the erection of temporary structures, be adopted.

CARRIED**12.5 2017-134 - to amend the Parking By-law 2007-01 in order to allow parking on both sides of Heritage Drive, from Sylvain and Raymond streets to St-Jacques Street**

RESOLUTION 2017-250**Moved by** Carl Grimard**Seconded by** Mario Zanth

BE IT RESOLVED THAT By-law No. 2017-134, being a by-law to amend Parking By-law 2007-01 in order to allow parking on both sides of Heritage Drive, from Sylvain and Raymond streets to St-Jacques Street, be adopted.

CARRIED

- 12.9 2017-140 - to authorize the signature of a contract with Michanie Construction Inc. for the construction of a sand storage building.**

RESOLUTION 2017-251**Moved by** Charles Berlinguette**Seconded by** André J. Lalonde

BE IT RESOLVED THAT Council adopts By-law 2017-140 to authorize the Mayor and the Clerk to sign a contract with Michanie Construction Inc. in the amount of \$91,900 for the construction of a sand storage building.

CARRIED

- 13. Confirmatory By-law**

RESOLUTION 2017-252**Moved by** Mario Zanth**Seconded by** Charles Berlinguette

BE IT RESOLVED THAT By-law no. 2017-137, being a confirmatory by-law for the regular meeting of November 6, 2017, be adopted.

CARRIED

- 14. Adjournment**

Mayor Desjardins adjourns the meeting at 8:25 p.m.

 Guy Desjardins, Mayor

 Monique Ouellet, Clerk



**CORPORATION DE LA
CITÉ DE CLARENCE-ROCKLAND
RÉUNION RÉGULIÈRE - PROCÈS-VERBAL**

le 6 novembre 2017
Council Chambers
415 rue Lemay Street, Clarence Creek, Ont.

PRÉSENT: Guy Desjardins, Maire
Jean-Marc Lalonde, conseiller du Quartier 1
Mario Zanth, conseiller du Quartier 2
Carl Grimard, conseiller du Quartier 3
Charles Berlinguette, conseiller du quartier 4
André J. Lalonde, conseiller du Quartier 5
Krysta Simard, conseillère du Quartier 6
Michel Levert, conseiller du Quartier 7
Helen Collier, Directrice générale
Monique Ouellet, greffière

ABSENT: Diane Choinière, conseillère du Quartier 8

1. Ouverture de la réunion

Le Maire Desjardins ouvre la réunion à 18h02.

2. Prière

Le conseiller Carl Grimard fait la lecture de la prière.

3. Adoption de l'ordre du jour

RÉSOLUTION 2017-238

Proposée par Mario Zanth

Appuyée par Jean-Marc Lalonde

QU'IL SOIT RÉSOLU QUE l'ordre du jour soit adopté avec l'ajout de l'item 5.5 au sujet d'une éventuelle vente d'une propriété.

ADOPTÉE, telle que modifiée

4. Déclarations d'intérêts pécuniaires

Aucune

5. Réunion à huis clos

RÉSOLUTION 2017-239

Proposée par Guy Desjardins

Appuyée par Michel Levert

QU'IL SOIT RÉSOLU QUE la réunion régulière du conseil municipal soit ajournée afin de tenir une session à huis clos pour discuter des sujets suivants, tel que stipulé à la section 239 de la *Loi sur les municipalités 2001*, tel que modifiée :

5.1. Procès-verbal de la réunion à huis clos du 16 octobre, 2017

5.2. Dossier de ressources humaines

5.3. Effectifs

5.4. Relation Conseil/personnel

5.5. Vente éventuelle de propriété

ADOPTÉE

Les membres du conseil se retirent dans la salle de conférence adjacente à la salle du conseil à 18h05 et retournent dans la salle du conseil à 19h38.

RÉSOLUTION 2017-240

Proposée par Mario Zanth

Appuyée par Michel Levert

QU'IL SOIT RÉSOLU QUE la réunion à huis clos soit ajournée afin de retourner à la réunion régulière.

ADOPTÉE

6. Rapport de la réunion à huis clos

Le maire Desjardins informe les membres du public que le conseil a discuté de dossiers à huis clos et que des directives ont été données au personnel.

RÉSOLUTION 2017-241

Proposée par Michel Levert

Appuyée par Krysta Simard

QU'IL SOIT RÉSOLU QUE la proposition de réorganisation énoncée dans le rapport confidentiel de la directrice générale ADMIN2017-028, présentée en réunion à huis clos, soit approuvée d'une nette adjonction d'un poste et d'un impact net sur le budget d'une économie de 57 900\$.

ADOPTÉE

7. **Annonces**

Le Maire Desjardins présente M. Luc Duval, le nouveau Chef de police pour le détachement de la PPO de Rockland.

Le Maire Desjardins invite les gens à assister aux cérémonies du 11 novembre devant l'hôtel de ville.

Le conseiller Jean-Marc Lalonde annonce que le défilé de Noël aura lieu le 26 novembre à compter de 16h30.

La conseillère Krysta Simard annonce que la soirée de partage aura lieu le 24 novembre prochain à 19h à la salle de spectacle Optimiste.

La conseillère Krysta Simard annonce que la guignolée de St-Pascal aura lieu le 25 novembre.

Le Maire Desjardins annonce que la guignolée de Rockland aura lieu le 3 décembre.

8. **Période de Questions/Commentaires**

Rolland Labonté explique qu'il n'est pas d'accord avec le contenu du rapport INF2017-039 relativement à la propriété de sa fille. Le maire confirme que M. Julian Lenhart va communiquer avec son personnel et faire un rapport au conseil lors de la prochaine réunion.

9. **Items des membres du Conseil**

Aucun

10. **Items par consentement**

RÉSOLUTION 2017-242

Proposée par Krysta Simard

Appuyée par Carl Grimard

QU'IL SOIT RÉSOLU QUE les items suivants, tels qu'identifiés sous la rubrique «items par consentement» à l'ordre du jour de la réunion régulière du 6 novembre 2017, soient adoptés :

10.1. Adoption des procès-verbaux des réunions suivantes:

a. Réunion régulière du 16 octobre 2017

b. Réunion du comité plénier du 16 octobre 2017

10.2. Réception des procès-verbaux des réunions suivantes:

- a. Réunion du conseil d'administration de la bibliothèque publique du 19 septembre 2017
- b. Comité de dérogation du 20 septembre 2017
- 10.3. Les recommandations suivantes du comité plénier du 16 octobre 2017
 - a. Résolution pour réitérer la position du Conseil d'intenter des poursuites afin de récupérer les dépenses additionnelles financées par la municipalité pour réinitialiser les travaux au bassin de gestion des eaux pluviales de la Subdivision Verdon
 - c. Résolution pour approuver la révision de l'étendue des travaux et du budget pour les travaux d'amélioration de la rue Victoria et pour approuver la désignation des CUPR pour y entreprendre les travaux d'asphalte
 - d. Résolution pour approuver l'étendue des travaux, l'échéancier et le budget pour des travaux de bouclage d'aqueduc sur les rues Landry et Russell
- 10.4. Réductions de taxes sous les articles 357 et 358 de la Loi sur les Municipalités

ADOPTÉE

Texte des résolutions adoptées par consentement telles qu'identifiées dans la résolution 2017-242

10.3a ATTENDU QUE *plusieurs efforts ont été faits par la municipalité afin d'exiger à DV Developments Inc. de compléter les travaux relativement aux services dans la subdivision; et*

ATTENDU QU'à *ce jour, les efforts ont été futiles; et*

QU'IL SOIT RÉSOLU QUE *le rapport no. INF2017-068 soit reçu à titre d'information; et*

QU'IL SOIT RÉSOLU QUE *le Conseil réitère sa position d'intenter des poursuites afin de récupérer les dépenses additionnelles financées par la municipalité pour réinitialiser les travaux au bassin de gestion des eaux pluviales.*

10.3c. QU'IL SOIT RÉSOLU QUE *le conseil approuve la révision de l'étendue des travaux et du budget pour les travaux d'amélioration de la rue Victoria, tel qu'identifié au rapport INF2017-071; et*

QU'IL SOIT RÉSOLU QUE *le conseil approuve la désignation des Comtés Unis de Prescott-Russell (CUPR) pour entreprendre les travaux d'asphalte sur la rue Victoria pour une limite maximale de 60 000\$.*

10.3d. ATTENDU QUE *le 15 mai 2017 la Cité Clarence-Rockland a reçu une lettre de confirmation du Ministère de l'infrastructure sous le programme "Clean Water*

and Wastewater Fund” (CWWF) indiquant que les deux (2) projets de bouclage d’aqueduc à Clarence Creek, sur le chemin Landry et à Bourget, sur le chemin Russell avaient été approuvés pour du financement;

QU'IL SOIT RÉSOLU QUE le Conseil adopte l’étendue des travaux, l’échéancier et le budget pour ces projets tel qu’identifié au rapport INF2017-066; et

QU'IL SOIT RÉSOLU QUE le Conseil approuve un financement en dette pour les égouts, d’un montant de 2 610 000 \$, soit une augmentation de 97 000 \$ du montant initial au budget.

- 10.4. QU'IL SOIT RÉSOLU QUE** le conseil municipal de la Cité de Clarence-Rockland approuve les réductions de taxes au montant le 14 510 \$ étant des demandes sous les articles 357 et 358 de la Loi sur les municipalités, contre tous les terrains assujettis, tel que recommandé au rapport no. FIN2017-034.

10.3b. Résolution pour approuver l’ébauche finale de la Phase 1 du programme décennal d’immobilisations

RÉSOLUTION 2017-243

Proposée par Charles Berlinguette

Appuyée par Jean-Marc Lalonde

ATTENDU QUE les membres du conseil ont eu l’opportunité de faire la revision de l’ébauche du programme décennal d’immobilisations incluse dans le rapport INF 2017-057; et

ATTENDU QUE le personnel a rencontré quelques membres du conseil pour faire la revision de ce programme;

QU'IL SOIT RÉSOLU QUE le Conseil approuve l’ébauche finale de la phase 1 du plan décennal d’immobilisations, sujet à l’approbation du budget.

ADOPTÉE

11. Rapports des Comités/Services

11.1 Camion de 5 tonnes avec chasse-neige et épandeur

Suite aux questions, M. Julian Lenhart explique que le camion 3 tonnes qui est présentement utilisé est dans un bon état de fonctionnement pour la prochaine saison.

RÉSOLUTION 2017-244

Proposée par Michel Levert

Appuyée par Krysta Simard

ATTENDU QUE les soumissions reçues pour l'acquisition d'un camion de 5 tonnes à un essieu dépassaient l'allocation budgétaire approuvée;

QU'IL SOIT RÉSOLU que le Conseil rejette les soumissions reçues et que le financement additionnel requis pour cette acquisition soit considéré dans le cadre du processus de délibération du budget des travaux d'immobilisations de 2018.

ADOPTÉE

11.2 Remplacement du pont Boileau, Mise-à-jour #1

RÉSOLUTION 2017-245

Proposée par Michel Levert

Appuyée par Charles Berlinguette

ATTENDU QUE le budget approuvé du projet est suffisant afin de payer les factures pour les ordres de modifications numéro 1 et numéro 2 (CO #1 et 2);

QU'IL SOIT RÉSOLU que le Conseil autorise de procéder et payer la facture pour les travaux de surfacage de la culée ("abutment") et de la stabilisation de pente pour le projet du pont Boileau.

ADOPTÉE

12. Règlements municipaux

RÉSOLUTION 2017-246

Proposée par Krysta Simard

Appuyée par Charles Berlinguette

QU'IL SOIT RÉSOLU QUE les règlements municipaux suivants soient adoptés :

- 12.3. 2017-132 - pour assumer l'étape 2, Phase B et F– Subdivision Morris
- 12.6. 2017-135 - pour dédier les rues Catherine et Chamberland Nord comme étant publiques
- 12.7. 2017-136 - pour nommer des membres au comité de dérogation
- 12.8. 2017-139 - pour modifier le règlement de zonage 2016-10 – Jean-Guy Giroux pour Émile Prud'Homme – Joanisse et du Golf
- 12.10. 2017-141 - pour octroyer une prolongation à un contrat existant avec Ghislain Lalonde Entreprise pour la location d'une niveleuse
- 12.11. 2017-142 - pour signer un protocole d'entente avec la Cité de Boeun, République de Corée
- 12.12. 2017-143 - pour signer une entente avec Francine et/ou Raynald Paquette pour la vente du 3575 chemin Drouin

ADOPTÉE

12.1 2017-114 - pour établir une entente de location avec TVC 22**RÉSOLUTION 2017-247****Proposée par** Jean-Marc Lalonde**Appuyée par** Krysta Simard

QU'IL SOIT RÉSOLU que le Conseil municipal adopte le règlement 2017-114 afin d'autoriser le Directeur des Services communautaires à signer l'entente de location du centre des arts et de la culture avec TVC 22 pour la période du 1^{er} janvier 2018 au 31 décembre 2022.

ADOPTÉE

12.2 2017-131 - pour assumer l'étape 3 de la subdivision Morris

Suite aux questions, M. Julian Lenhart indique qu'il n'est pas au courant des conditions établies dans le but d'éviter la circulation des camions lourds sur les routes avant que la Cité en assume la responsabilité. M. Lenhart confirme que les futurs plans de circulation seront ajustés en conséquence de cette situation.

RÉSOLUTION 2017-248**Proposée par** André J. Lalonde**Appuyée par** Krysta Simard

QU'IL SOIT RÉSOLU QUE le conseil approuve le règlement 2017-131 pour assumer le Stage 3 au sein du Village Morris (plan 50M-302) et définit comme une partie de l'avenue Sterling, la rue Mercury et le croissant Dorina Sarazin à Rockland.

ADOPTÉE

12.4 2017-133 - pour règlementer l'installation des abris temporaires**RÉSOLUTION 2017-249****Proposée par** Carl Grimard**Appuyée par** Krysta Simard

QU'IL SOIT RÉSOLU QUE le règlement 2017-133, étant un règlement pour règlementer l'installation des abris temporaire, soit adopté.

ADOPTÉE

12.5 2017-134 - pour modifier le règlement 2007-01 sur le stationnement afin de permettre le stationnement sur les deux côtés du boulevard Heritage, entre les rues Sylvain et Raymond, jusqu'à la rue St-Jacques

RÉSOLUTION 2017-250**Proposée par** Carl Grimard**Appuyée par** Mario Zanth

QU'IL SOIT RÉSOLU QUE le règlement 2017-134, étant un règlement pour modifier le règlement 2007-01 sur le stationnement afin de permettre le stationnement sur les deux côtés du boulevard Heritage, entre les rues Sylvain et Raymond jusqu'à la rue St-Jacques, soit adopté.

ADOPTÉE

- 12.9 2017-140 - pour autoriser la signature d'un contrat avec Michanie Construction Inc. pour la construction du bâtiment d'entreposage de sable**

RÉSOLUTION 2017-251**Proposée par** Charles Berlinguette**Appuyée par** André J. Lalonde

QU'IL SOIT RÉSOLU QUE Conseil adopte le règlement 2017-140 pour autoriser le Maire et la Greffière à octroyer un contrat à Michanie Construction Inc. pour la somme de 91 900\$ pour la construction du bâtiment d'entreposage de sable.

ADOPTÉE

- 13. Règlement de confirmation**

RÉSOLUTION 2017-252**Proposée par** Mario Zanth**Appuyée par** Charles Berlinguette

QU'IL SOIT RÉSOLU QUE le règlement no. 2017-137, étant un règlement de confirmation pour la réunion régulière du 6 novembre 2017, soit adopté.

ADOPTÉE

- 14. Ajournement**

Le maire Desjardins lève l'assemblée à 20h25.

 Guy Desjardins, Maire

 Monique Ouellet, Greffière



**CORPORATION OF THE
CITY OF CLARENCE-ROCKLAND
COMMITTEE OF THE WHOLE MINUTES**

November 6, 2017

Council Chambers

415 rue Lemay Street, Clarence Creek, Ont.

PRESENT:

Guy Desjardins, Mayor
Jean-Marc Lalonde, Councillor Ward 1
Mario Zanth, Councillor Ward 2
Carl Grimard, Councillor Ward 3
Charles Berlinguette, Councillor Ward 4
André J. Lalonde, Councillor Ward 5
Krysta Simard, Councillor Ward 6
Michel Levert, Councillor Ward 7
Helen Collier, Chief Administrative Officer
Monique Ouellet, Clerk

ABSENT:

Diane Choinière, Councillor Ward 8

1. Opening of the meeting

Mayor Desjardins calls the meeting to order at 8:33 p.m.

2. Adoption of the agenda

RECOMMENDATION COW2017-220

Moved by Mario Zanth

Seconded by Jean-Marc Lalonde

THAT the agenda be adopted with the consideration of item 9.6 before 9.1.

CARRIED, as amended

3. Disclosure of pecuniary interests

None

4. Delegations / Presentations

4.1 Mr. John Mesman, South Nation Conservation - Update on the Municipal Work Plan

Mr. John Mesman and Mrs. Michelle Cavanagh present the South Nation Conservation Work Plan.

4.2 Mr. Eric Sanscartier, Clarence-Rockland Country Jamboree - Parking

Mr. Eric Sanscartier explains his request with regard to road closure. Mayor Desjardins suggests that Mr. Sanscartier work with the Director of Protective Services to find a suitable solution. The Director of Protective services is directed to submit a report for Council's consideration if required.

5. Petitions / Correspondence

None

6. Notice of Motion

None

7. Comment/Question Period

None

8. Report from the United Counties of Prescott and Russell

Mayor Desjardins explains that the UCPR's Budget is being proposed with a 3.5% tax increase, but has not yet been adopted.

Mayor Desjardins explains that the management study for the Prescott-Russell Residence has been approved by Council.

Mayor Desjardins announces that the Warden's dinner will be held on December 2, in Vankleek Hill.

9. Committee/Staff Reports

9.1 2018 Meeting Calendar

Further to comments, the Mayor directs the Clerk to move the March 19, 2018 meeting date to March 21, 2018.

RECOMMENDATION COW2017-223

Moved by Jean-Marc Lalonde

Seconded by Krysta Simard

THAT the Committee of the Whole recommends that Council adopts the 2018 Meeting Calendar, with the changes proposed by the Clerk's office.

CARRIED

9.2 Daycare Services Policy

RECOMMENDATION COW2017-224

Moved by Krysta Simard

Seconded by Mario Zanth

THAT the Committee of the Whole hereby recommends that Council authorizes the Director of Community Services to approve the policies and procedures of

the Daycare Services of the City of Clarence-Rockland, as recommended in report LOI2017-11-02.

CARRIED

9.3 New Establishing and Regulating By-Law for the Clarence-Rockland Fire Department

RECOMMENDATION COW2017-225

Moved by Carl Grimard

Seconded by Michel Levert

THAT the Committee of the Whole recommends that Council adopts the proposed by-law to establish and regulate a fire department within the City of Clarence-Rockland.

DEFERRED

9.4 2017 Corporate Workplan Status

RECOMMENDATION COW2017-226

Moved by Mario Zanth

Seconded by Charles Berlinguette

THAT Report No. 2017-027, entitled "2017 Corporate Workplan Status" be received as information.

CARRIED

9.5 Emergency Management Program By-law

RECOMMENDATION COW2017-227

Moved by Carl Grimard

Seconded by Charles Berlinguette

THAT the Committee of the Whole recommends that Council adopts the Emergency Management Program By-law; and

THAT the Emergency Management Program Committee be directed to revise and update the Emergency Response Plan for the City.

CARRIED

9.6 Speed Calming Chamberland North, Catherine and Giroux Street

Councillor Mario Zanth explains that although he understands that the department studied the issue, he is disappointed that it is not receptive to the citizens' concerns. Mr. Julian Lenhart explains that his recommendation is to incorporate all streets within the comprehensive traffic study.

Mr. John Taylor, resident at 2627 Chamberland Street, explains that he would like to see street calming measures.

Mr. Michel Mignac, resident at 2650 Chamberland Street, explains that the curb is very dangerous and every winter, some vehicles end up in his driveway as they are not able to negotiate the curb.

Mayor Desjardins encourages the residents to report their concerns to the Ontario Provincial Police.

RECOMMENDATION COW2017-221

Moved by Mario Zanth

Seconded by Krysta Simard

WHEREAS petitions were submitted by the residents of Giroux Street, Chamberland North Street and Catherine Street requesting that Council implement traffic calming measures and reduce the posted speed limit to 30 km/h at the earliest possible date; and

WHEREAS the Department does not recommend lowering the speed limits nor recommend the implementation of traffic calming measures along Giroux Street, Chamberland North Street and Catherine Street;

THAT Committee of the Whole recommends that Council does not approve lowering the speed limits or implementation of traffic calming measures along Giroux Street, Chamberland North Street and Catherine Street.

DEFEATED

RECOMMENDATION COW2017-222

Moved by Mario Zanth

Seconded by Jean-Marc Lalonde

THAT the Committee of the Whole recommends that Council approves lowering the speed limits on Giroux Street, Chamberland North Street and Catherine Street to 40 km/h; and

THAT Traffic calming measures for the said streets be considered in the 2018 budget.

CARRIED

9.7 Secondary Plan Contract

RECOMMENDATION COW2017-228

Moved by Mario Zanth

Seconded by Charles Berlinguette

THAT the Committee of the Whole recommends that Council adopts a by-law to authorize the Mayor and the Clerk to sign a contract with Fotenn Consultants for

the Secondary Plan process of the expansion lands of Rockland for the price of \$142,745.00.

CARRIED

9.8 Presentation of the proposed 2018 preliminary budget

Mr. Frederic Desnoyers presents an overview of the content of the 2018 preliminary budget book that is being submitted to Council for their review in preparation to the scheduled 2018 Budget Meetings.

10. Other items

Councillor Mario Zanth thanks Mr. Lenhart for the work on Victoria Street.

Councillor Mario Zanth explains that he received a call from a resident who stated that a no-parking sign in front of her home was removed based on a by-law that was adopted 5 years ago.

Councillor Krysta Simard explains that a 60 km/h on Landry has been installed with no indication that this is a new sign.

Councillor Mario Zanth explains that the notification for the new stop sign at St-Joseph & du Parc is still not installed.

Councillor Carl Grimard thanks M. Lenhart for the marking on Caron Street and for the landscape on St-Joseph Street.

Councillor Jean-Marc Lalonde asks who is responsible for inspecting street lights. Mr. Lenhart explains that an employee patrols the streets.

Councillor Jean-Marc Lalonde explains that the garbage cans next to some of the benches are in need of maintenance.

Councillor André J. Lalonde asks for an update in regards to the negotiations with the UCPR for the maintenance of Canaan Road. Mayor Desjardins explains that at this point the City should pursue an agreement with the City of Ottawa.

Councillor Krysta Simard thanks the department for the works at the St-Pascal Community Center.

Mayor Desjardins thanks staff and volunteers for the Heritage Tour.

11. Adjournment

The Mayor adjourns the meeting at 9:58 p.m.

Guy Desjardins, Mayor

Monique Ouellet, Clerk



**CORPORATION DE LA
CITÉ DE CLARENCE-ROCKLAND
PROCÈS-VERBAL DU COMITÉ PLÉNIER**

le 6 novembre 2017

Salle du Conseil

415 rue Lemay Street, Clarence Creek, Ont.

PRÉSENT: Guy Desjardins, Maire
Jean-Marc Lalonde, conseiller du Quartier 1
Mario Zanth, conseiller du Quartier 2
Carl Grimard, conseiller du Quartier 3
Charles Berlinguette, conseiller du Quartier 4
André J. Lalonde, conseiller du Quartier 5
Krysta Simard, conseillère du Quartier 6
Michel Levert, conseiller du Quartier 7
Helen Collier, Directrice générale
Monique Ouellet, Greffière

ABSENT: Diane Choinière, conseillère du Quartier 8

1. Ouverture de la réunion

M. le Maire Desjardins ouvre la réunion à 20h33.

2. Adoption de l'ordre du jour

RECOMMANDATION COW2017-220

Proposée par Mario Zanth

Appuyée par Jean-Marc Lalonde

QUE l'ordre du jour soit adopté avec la considération de l'item 9.6 avant l'item 9.1.

ADOPTÉE, telle que modifiée

3. Déclarations d'intérêts pécuniaires

Aucune

4. Délégations / Présentations

4.1 M. John Mesman, Conservation de la Nation Sud - Mise à jour du plan de travail

M. John Mesman et Mme Michelle Cavanagh présentent le plan de travail de la Conservation de la Nation Sud.

4.2 M. Eric Sanscartier, Clarence-Rockland Country Jamboree - Stationnement

M. Eric Sanscartier explique sa demande relativement à la fermeture de rues. Le maire Desjardins suggère que M. Sanscartier travaille avec le directeur du Service de la protection afin de trouver une solution appropriée. Le directeur du Service de la protection reçoit la directive de soumettre un rapport à l'attention du conseil si requis.

5. Pétitions / Correspondance

Aucune

6. Avis de motion

Aucun

7. Période de Questions/Commentaires

Aucune

8. Rapport des Comtés unis de Prescott et Russell

Le Maire Desjardins explique que le budget proposé des CUPR est actuellement à 3,5 %, mais n'a pas encore été adopté.

Le Maire Desjardins explique que l'étude de gestion pour la résidence Prescott-Russell a été approuvée par le conseil.

Le Maire Desjardins annonce que le souper du président aura lieu le 2 décembre à Vankleek Hill.

9. Rapports des Comités/Services

9.1 Calendrier des réunions 2018

Suite aux commentaires, le maire demande à la greffière de déplacer la réunion du 19 mars 2018 au 21 mars 2018.

RECOMMANDATION COW2017-223

Proposée par Jean-Marc Lalonde

Appuyée par Krysta Simard

QUE le Comité plénier recommande au Conseil d'adopter le calendrier de réunion 2018, avec les changements proposés par le bureau de la greffe.

ADOPTÉE

9.2 Politiques Service de garderies

RECOMMANDATION COW2017-224

Proposée par Krysta Simard

Appuyée par Mario Zanth

QUE le Comité plénier recommande au conseil municipal d'autoriser le Directeur des Services communautaires à approuver les politiques et procédures du

Service de Garderies de la Cité Clarence-Rockland, tel que recommandé au rapport LOI2017-11-02.

ADOPTÉE

9.3 Nouveau règlement pour établir et réglementer le service des incendies de Clarence-Rockland

RECOMMANDATION COW2017-225

Proposée par Carl Grimard

Appuyée par Michel Levert

QUE le Comité plénier recommande que le Conseil adopte le règlement proposé pour établir et réglementer un service d'incendie au sein de la Cité de Clarence-Rockland.

DIFFÉRÉE

9.4 Statut du plan de travail corporatif 2017

RECOMMANDATION COW2017-226

Proposée par Mario Zanth

Appuyée par Charles Berlinguette

QUE le rapport no. 2017-027, intitulé "2017 Corporate Workplan Status" soit reçu à titre d'information.

ADOPTÉE

9.5 Règlement concernant le programme de gestion des urgences

RECOMMANDATION COW2017-227

Proposée par Carl Grimard

Appuyée par Charles Berlinguette

QUE le comité plénier recommande au conseil d'adopter le règlement du programme de gestion des situations d'urgence; et

QUE le comité du Programme de Gestion des Urgences reçoive le mandat de réviser et de mettre à jour le plan d'intervention en cas d'urgence pour la Cité.

ADOPTÉE

9.6 Réduction de la vitesse sur les rues Chamberland Nord, Catherine et Giroux

Le conseiller Mario Zanth explique même s'il comprend que le personnel a fait l'étude sur le sujet, il est déçu que le département ne soit pas réceptif aux inquiétudes des citoyens. M. Julian Lenhart explique que sa recommandation est d'inclure l'ensemble des rues dans l'étude globale de la circulation.

M. John Taylor, résident au 2627 rue Chamberland, explique qu'il aimerait voir que des mesures sont prises pour calmer la circulation.

M. Michel Mignac, résident au 2650 rue Chamberland, explique que la courbe est très dangereuse et que tous les hivers, des véhicules se retrouvent dans son entrée, car ils ne sont pas capables de maîtriser la courbe.

Le Maire Desjardins encourage les résidents à mentionner leurs inquiétudes à la Police provinciale de l'Ontario.

RECOMMANDATION COW2017-221

Proposée par Mario Zanth

Appuyée par Krysta Simard

ATTENDU QUE des pétitions ont été présentées par les résidents de la rue Giroux, de la rue Chamberland Nord et de la rue Catherine demandant au conseil d'appliquer des mesures de modération de la circulation et de réduire la limite de vitesse affichée à 30 km/h le plus tôt possible; et

ATTENDU QUE le Département ne recommande pas de réduire les limites de vitesse ni la mise en place de mesures de modération de la circulation le long de la rue Giroux, de la rue Chamberland Nord et de la rue Catherine;

QUE le Comité plénier recommande au Conseil de ne pas approuver une réduction des limites de vitesse ou la mise en place de mesures de modération de la circulation le long de la rue Giroux, de la rue Chamberland Nord et de la rue Catherine.

DÉFAITE

RECOMMANDATION COW2017-222

Proposée par Mario Zanth

Appuyée par Jean-Marc Lalonde

QUE le comité plénier recommande que le conseil approuve de réduire la vitesse des rues Giroux, Chamberland Nord et Catherine à 40 km/h; et

QUE des mesures de réduction de la vitesse pour lesdites rues soient considérées dans le budget 2018.

ADOPTÉE

9.7 Contrat pour le plan secondaire

RECOMMANDATION COW2017-228

Proposée par Mario Zanth

Appuyée par Charles Berlinguette

QUE le Comité plénier recommande au Conseil d'adopter un règlement pour autoriser le Maire et la Greffière d'octroyer un contrat à Fotenn Consultants pour le processus de plan secondaire pour les terrains ajoutés dans l'aire urbaine de Rockland pour un prix de 142 745,00 \$.

ADOPTÉE

9.8 Présentation du budget préliminaire de 2018 proposé

M. Frédéric Desnoyers présente un aperçu du contenu du livre du budget préliminaire 2018, lequel étant remis au conseil pour révision en préparation des réunions prévues pour le budget 2018.

10. Autres items

Le conseiller Mario Zanth remercie M. Lenhart pour les travaux sur la rue Victoria.

Le conseiller Mario Zanth explique à M. Wilson qu'il a reçu un appel d'une résidente qui lui a indiqué qu'un panneau d'interdiction de stationnement a été retiré devant chez elle, le tout basé sur un règlement adopté il y a 5 ans. M. Wilson explique qu'il fera un suivi sur le sujet.

La conseillère Krysta Simard explique qu'un nouveau panneau de limite de vitesse de 60 km/h a été installé sur le chemin Landry, mais qu'aucun panneau n'a été installé pour indiquer que celle-ci est une nouvelle limite de vitesse.

Le conseiller Mario Zanth explique que le panneau pour indiquer le nouvel arrêt à l'intersection St-Joseph et du Parc n'est pas encore installé.

Le conseiller Carl Grimard remercie M. Lenhart pour le marquage sur la rue Caron et pour l'aménagement paysager de la rue St-Joseph.

Le conseiller Jean-Marc Lalonde demande qui est responsable d'inspecter les lumières de rues. M. Lenhart explique qu'un employé patrouille les rues.

Le conseiller Jean-Marc Lalonde explique que les poubelles situées le long des bancs ont besoin d'entretien.

Le conseiller André J. Lalonde demande une mise à jour concernant les discussions avec les CUPR pour l'entretien du chemin Canaan. Le maire Desjardins explique qu'à ce moment-ci, la Cité devrait simplement négocier une entente avec la ville d'Ottawa.

La conseillère Krysta Simard remercie le département pour les travaux réalisés au centre communautaire St-Pascal.

Le maire Desjardins remercie le personnel et les bénévoles pour le circuit du patrimoine.

11. Ajournement

Le maire lève l'assemblée à 21h58.

Guy Desjardins, Maire

Monique Ouellet, Greffière



**CORPORATION OF THE
CITY OF CLARENCE-ROCKLAND
PLANNING COMMITTEE MEETING MINUTES**

September 7, 2017
Council Chambers
415 rue Lemay Street, Clarence Creek, Ont.

PRESENT: Mario Zanth, Chairperson
Guy Desjardins, Mayor
Michel Levert, Councillor Ward 7
Elaine Simard, Member
Monique Ouellet

ABSENT: Carl Grimard, Councillor Ward 3
Isabelle Robillard, Member

1. Opening of the meeting

The Chair opens the meeting at 7:00 p.m.

2. Adoption of the agenda

RESOLUTION AME2017-25

Moved by Michel Levert

Seconded By Guy Desjardins

THAT the agenda be adopted as presented.

CARRIED

3. Declaration of pecuniary interests

None

4. Adoption of the minutes

4.1 Planning Committee Meeting of August 2, 2017

RESOLUTION AME2017-26

Moved by Michel Levert

Seconded By Elaine Simard

THAT the minutes of the Planning Committee meeting of August 2, 2017,
be adopted.

CARRIED

5. Planner's Statement

The planner's statement is presented.

6. Deferred Items

None

7. Presentations / Reports

7.1 Zoning By-law amendment - Lacroix Road

a. Presentation

Mr. Malcolm Duncan presents the zoning amendment application submitted by Mr. Jean-Guy Giroux for Robert and Jean-Marc Lalonde. He explains that the purpose of this application is to amend the zoning to allow the construction of three single dwelling units on the severed parts.

b. Committee / Public Comments

None

c. Recommendation

RESOLUTION AME2017-27

Moved by Michel Levert

Seconded By Guy Desjardins

THAT the Planning Committee recommends to Council to amend Zoning By-law 2016-10 in order to change the zoning category for the severed parcels of the severances B-CR-025-2016 and B-CR-026-2016, as well as a portion of the retained parcel from "Rural (RU) Zone" to "Rural – Exception 34 (RU-34)", as recommended by the Infrastructure and Planning Department.

CARRIED

8. Other Items

None

9. Adjournment

The meeting is adjourned at 7:09 p.m.

Mario Zanth, President

Monique Ouellet, Clerk



**CORPORATION DE LA
CITÉ DE CLARENCE-ROCKLAND
PROCÈS-VERBAL DU COMITÉ D'AMÉNAGEMENT**

le 7 septembre 2017

Salle du Conseil

415 rue Lemay Street, Clarence Creek, Ont.

PRÉSENT: Mario Zanth, Président
Guy Desjardins, maire
Michel Levert, Conseiller Quartier 7
Elaine Simard, membre

ABSENT: Carl Grimard, Conseiller quartier 3
Isabelle Robillard, membre

1. Ouverture de la réunion

Le président ouvre la réunion à 19h.

2. Adoption de l'ordre du jour

RÉSOLUTION AME2017-25

Proposée par Michel Levert

Appuyée par Guy Desjardins

QUE l'ordre du jour soit adopté tel que présenté.

ADOPTÉE

3. Déclaration d'intérêts pécuniaires

Aucune

4. Adoption des procès-verbaux

4.1 Réunion du Comité d'aménagement du 2 août, 2017

RÉSOLUTION AME2017-26

Proposée par Michel Levert

Appuyée par Elaine Simard

QUE le procès-verbal de la réunion du Comité d'aménagement du 2 août, 2017, soit adopté.

ADOPTÉE

5. Énoncé de l'urbaniste

L'énoncé de l'urbaniste est présenté.

6. Items différés

Aucune

7. Présentations / Rapports

7.1 Modification au Règlement de zonage – chemin Lacroix

a. Présentation

M. Malcolm Duncan présente la demande de modification au Règlement de zonage soumise par M. Jean-Guy Giroux pour Robert et Jean-Marc Lalonde. Il explique que la demande vise à changer le zonage des parties détachées ainsi qu'une partie du terrain retenue afin de permettre la construction de trois maisons unifamiliales.

b. Commentaires du Comité / Public

Aucun

c. Recommandation

RÉSOLUTION AME2017-27

Proposée par Michel Levert

Appuyée par Guy Desjardins

QUE le comité d'aménagement recommande au conseil municipal d'approuver le règlement modifiant le Règlement de zonage no. 2016-10, à l'effet de changer la catégorie de zonage pour les terrains détachés des morcellements B-CR-025-2016 et B-CR-026-2016, ainsi qu'un partie du terrain retenue, de « Zone Rurale (RU) » à « Zone Rurale – Exception 34 (RU-34), tel que recommandé par le Département d'infrastructure et aménagement de territoire.

ADOPTÉE

8. Autres items

Aucun

9. Ajournement

La réunion est ajournée à 19h09.

Mario Zanth, Président

Monique Ouellet, Greffière



RAPPORT N° CLERK2017-10

Date	30/10/2017
Soumis par	Monique Ouellet
Objet	Calendrier des réunions 2018
# du dossier	C11-CLE

1) **NATURE / OBJECTIF :**

Le but de ce rapport est de proposer un calendrier pour les réunions régulières/plénières du conseil ainsi que pour les réunions du comité d'aménagement pour l'année 2018.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

Avant la fin de chaque année civile, le greffier doit rédiger et distribuer un calendrier public des réunions ordinaires pour l'année à venir, lequel doit être approuvé par le conseil tel que stipulé à l'article 9.3 du règlement de procédure 2015-56, tel que modifié.

3) **RECOMMANDATION DU SERVICE:**

QUE le Comité plénier recommande au Conseil d'adopter le calendrier de réunion 2018, avec les changements proposés par le bureau de la greffe.

THAT the Committee of the Whole recommends that Council adopts the 2018 Meeting Calendar, with the changes proposed by the Clerk's office.

4) **HISTORIQUE :**

s/o

5) **DISCUSSION :**

Le calendrier des réunions a été préparé en respectant le règlement de procédure en prenant compte de la semaine de relâche du mois de mars, des longues fins de semaine de congé, ainsi que de la plupart des conférences auxquelles les membres du conseil sont sujets à assister (AMO, OGRA, ROMA et FCM).

Cependant, afin de répondre aux exigences requises pour la préparation des réunions, le bureau de la greffe recommande les changements suivants au calendrier 2018:

- a) QUE la réunion régulière/plénière du 8 janvier 2018 soit déplacée au 15 janvier 2018 puisque les bureaux sont fermés durant la période des Fêtes et qu'il sera impossible de préparer un ordre du jour dans les délais.

- b) QUE la réunion du comité d'aménagement du 10 janvier 2018 soit déplacée au 17 janvier 2018 puisque les bureaux sont fermés durant la période des Fêtes et qu'il sera impossible de préparer un ordre du jour dans les délais.
- c) QUE la réunion régulière/plénière du 22 janvier 2018 soit annulée afin d'éviter la conférence ROMA.
- d) QUE la réunion du comité d'aménagement du 4 avril 2018 soit déplacée au 5 avril 2018 puisque la rencontre est en même temps que la réunion régulière/plénière.
- e) QUE les réunions régulières/plénières du mois d'août soient tenues les 13 et 27 août afin d'éviter la conférence AMO.
- f) QUE les réunions régulières/plénières du mois de septembre soient tenues les 10 et 24 septembre afin de permettre un délai raisonnable entre les réunions du mois précédent.
- g) QUE les réunions régulières/plénières du mois d'octobre soient tenues les 10 et 22 octobre afin de permettre un délai raisonnable entre les réunions du mois précédent.

Le calendrier joint au présent rapport démontre les dates de réunions en incluant les changements recommandés par la greffe.

6) **CONSULTATION :**
s/o

7) **RECOMMANDATION OU COMMENTAIRES DU COMITÉ :**
s/o

8) **IMPACT FINANCIER (monétaire/matériaux/etc.):**
s/o

9) **IMPLICATIONS LÉGALES :**
s/o

10) **GESTION DU RISQUE (RISK MANAGEMENT) :**
s/o

11) **IMPLICATIONS STRATÉGIQUES :**
s/o

12) **DOCUMENTS D'APPUI:**

- Calendrier des réunions 2018, tel que proposé
- Règlement No. 2015-56, tel qu'amendé

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

By-law 2015-56

BEING A BY-LAW TO GOVERN THE PROCEEDINGS OF THE COUNCIL AND THE COMMITTEES OF THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND AND TO REPEAL BY-LAW NO. 2012-165, AS AMENDED.

WHEREAS pursuant to Section 238, Chapter 25, of the *Municipal Act, 2001, as amended*, every municipality shall pass a procedure by-law for governing the calling, place, proceedings and public notice of meetings;

AND WHEREAS it is necessary and expedient to make and establish rules and regulations for the conduct of its members and to set out certain standing policies to more efficiently transact the business of Council;

AND WHEREAS Council now deems it expedient to enact a new by-law to govern the proceedings of Council and the Committees of the Corporation of the City of Clarence-Rockland;

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND ENACT AS FOLLOWS:

PART I – INTERPRETATION

1. RULES OF PROCEDURE – (SUSPENSION OF)

- 1.1 The proceedings of the Council and of its Committees, the conduct of the members and the calling of meetings will be governed by the provisions of the *Municipal Act* and the rules and regulations contained in this by-law, and, except as provided herein, the rules of parliamentary procedures as contained in Robert's Rules of Order, shall be followed for governing the proceedings of Council and the Committees thereof and the conduct of its members.
- 1.2 Notwithstanding subsection 1.1 hereof, the rules and regulations contained in this by-law may be suspended by a two-third (2/3) vote of the members present and voting, but by not less than a majority of the whole Council voting in favour thereof.

2. DEFINITIONS

- 2.1 “**Act**” means the Municipal Act as amended from time to time.
- 2.2 “**Ad Hoc Committee**” means a special purpose committee of limited duration, created by Council to inquire into and report on a particular matter or concern and which dissolves automatically upon submitting its final report unless otherwise directed by Council.
- 2.3 “**Agenda**” means a list of items of business which have been approved to come before a meeting for decision.
- 2.4 “**Chief Administrative Officer**” means the Chief Administrative Officer referred to in Section 229 of the Municipal Act, 2001.
- 2.5 “**Clerk**” means the person appointed pursuant to Section 228 of the Municipal Act, 2001, or the Deputy-Clerk in his/her absence.
- 2.6 “**Chair**” or “**Chairperson**” means the Chair or “Chairperson” of a Committee.
- 2.7 “**City**” means the City of Clarence-Rockland.
- 2.8 “**Closed Meeting**” means a meeting of the Council or Committee, which is not open to the public and which is provided for in accordance with the Municipal Act and with the provisions of this by-law.
- 2.9 “**Committee**” means a Committee of Council and includes Standing Committees, Joint Committees, Ad Hoc Committees, Advisory Committees and Special Committees.
- 2.10 “**Committee of the Whole**” means a committee comprised of all the members of Council.
- 2.11 “**Consent Items Motion**” means a motion which allows items which do not require discussion or debate to be grouped together on the agenda and to be dealt with one resolution of Council. Any member of Council, without a second may request that an item so grouped be removed from the Consent Item Motion and dealt with separately.

- 2.12 **“Council”** means the Council of the Corporation of the City of Clarence-Rockland.
- 2.13 **“Council Chamber”** means the Council Chamber of the City of Clarence-Rockland located at 415 Lemay Street, Clarence Creek.
- 2.14 **“Councillor”** means a person elected or appointed as a member of Council but does not include the Mayor.
- 2.15 **“Day”** does not include Saturday, Sunday or a holiday.
- 2.16 **“Department Head”** means the official responsible for a department within the Corporation.
- 2.17 **“Deputy-Mayor”** means a Councillor appointed to act in place of the Mayor as defined in a By-law adopted by the Council of the Corporation of the City of Clarence-Rockland.
- 2.18 **“Holiday”** means a holiday as defined by the Interpretation Act, R.S.O., 1990, Chapter 1.11, as amended.
- 2.19 **“Local Board”** means a Board established by the City of Clarence Rockland and includes the Clarence-Rockland Public Library board.
- 2.20 **“Mayor”** means the Head of Council of the Corporation of the City of Clarence-Rockland or the Deputy-Mayor in his/her absence as defined in the current appointing By-law, if any.
- 2.21 **“Meeting”** means a gathering of the members of the Council, Committee or local board where quorum is achieved and either public business or public policy over which the Council or committee has jurisdiction or control is discussed or deliberated in a way that may materially advance the business or decision-making of Council, committee or local board.
- 2.22 **“Member”** means a member of Council or Committee.
- 2.23 **“Motion (Privileged)”** means any motion considered important enough to be dealt with immediately. The following motions are privileged motions and shall take precedence as follows:
- 2.23.1 To set the time to continue the meeting;
- 2.23.2 To adjourn (if made after the time set to conclude the meeting);
- 2.23.3 To recess;
- 2.23.4 To raise a question of privilege affecting an individual or affecting the assembly.
- 2.24 **“Motion (Incidental or Procedural)”** means any motion concerning the manner or time of consideration of any matter before the Council as opposed to the substance thereof, and include motions relating to the following categories:
- 2.24.1 Rules;
- 2.24.2 Information;
- 2.24.3 Efficiency;
- 2.24.4 Voting.
- 2.25 **“Motion to Receive and File”** means a motion, which is made for the purpose of acknowledging the particular item, report or recommendation under consideration, and of having the item, report or recommendation placed in the records of the Clerk for future reference, with no additional action being taken at that time.
- 2.26 **“Motion (Substantive or Main)”** means an independent motion complete in itself. A substantive or main motion is a motion to bring before the assembly any particular subject; it cannot be made when any other motion is on the floor; it takes precedence of no other motions.
- 2.27 **“Motion (Subsidiary)”** means a motion which affects the disposition of a substantive or main motion, by bringing it to an immediate vote, by delaying or by deferring a decision thereon.
- 2.27.1 To Postpone Temporarily (Lay on the Table): If there is a reason for the assembly to lay the main motion aside temporarily without setting a time for resuming its consideration, but with the provision that it will be taken up again before the end of the meeting. (refer to item 63)

- 2.27.2** To Close debate (put the motion to a vote): If it is desired to close debate of a motion or pending motion so that it will come to an immediate vote. (refer to item 62)
- 2.27.3** To Limit or Extend Limits of Debate: If it is desired to continue consideration of a motion but debate is consuming too much time, a member can move to place a limit on the debate, on the other hand, if special circumstances make it advisable to permit more or longer speeches than under the normal rules, a motion to do so can be made; or, it may sometimes be desirable to combine the elements of limitation and extension, as in limiting the length of speeches but allowing more speeches per member.
- 2.27.4** To Postpone to a Certain Time: If it is desired to consider the main motion later in the same meeting or at another meeting. (refer to item 61)
- 2.27.5** To Commit or to Refer: It may be that much time would be required to amend the main motion properly, or that additional information is needed, so that it would be better to turn the motion or resolution over to a committee for study or redrafting by staff before the assembly considers it further. (refer to item 60)
- 2.27.6** To Amend: A main motion might be more suitable or acceptable in an altered form, a proposal to change its wording (either to clarify or, within limits, to modify the meaning before the main motion is voted on. (refer to item 59)
- 2.27.7** To Postpone Indefinitely: If a member wishes to dispose of a motion that has been brought before the assembly without bringing it to a direct vote, the member can do so by moving to Postpone Indefinitely. (refer to item 58)
- 2.28** **"Municipal Office"** means the Municipal Office located at 1560 Laurier Street in Rockland, Ontario.
- 2.29** **"Municipality"** means the Corporation of the City of Clarence-Rockland.
- 2.30** **"Notice of Motion"** means a written notice, including the names of the mover and seconder, advising Council that the motion described therein will be brought at a subsequent meeting.
- 2.31** **"Personal Privilege"** means the raising of a question, which concerns a member of Council, or the Council collectively, when a member believes that their rights, immunities or integrity or the rights, immunities or integrity of the Council as a whole have been impugned.
- 2.32** **"Point of Order"** means a statement made by a member of Council during a meeting, drawing to the attention of the Mayor a breach of the Rules of Procedure.
- 2.33** **"Presiding Officer"** means the Mayor or the Chairperson of a committee, or a member of Council or a member of a Committee appointed amongst its members to preside at a meeting in the absence of the Mayor or the Committee's Chairperson.
- 2.34** **"Quorum"** means a majority of members of Council or Committee.
- 2.35** **"Recorded Vote"** means the recording of the name and vote in the minutes of every member voting on any matter or motion.
- 2.36** **"Resolution"** means a formal determination made by Council on the basis of a main motion, duly placed before a regularly constituted meeting of the Council for debate and decision, and duly passed.
- 2.37** **"Rule or Rules of Procedure"** means the rules and regulations provided in this by-law.
- 2.38** **"Standing Committee"** means such Committees of Council as are so designated by the Council by by-law or resolution.
- 2.39** **"Two-thirds Vote"** means the affirmative vote of at least two-thirds of the members present and eligible to vote and by not less than a majority of the whole Council voting in favour thereof.
- 2.40** **"Whole Council"** means all members of Council whether present or absent from a meeting.

PART II – DUTIES OF THE MAYOR

3. MAYOR'S DUTIES

It shall be the duty of the Mayor to carry out the responsibilities set forth in the Municipal Act, section 225 and:

- 3.1 To open the meeting of the Council by taking the chair and calling the members to order;
- 3.2 To preside at all Council meetings;
- 3.3 To announce the business before the Council and the order in which it is to be acted upon;
- 3.4 To receive and submit, in the proper manner, all motions presented by the members of Council;
- 3.5 To put to a vote all motions, which are moved and seconded, or necessarily arise in the course of the proceedings, and to announce the results;
- 3.6 To sit as an ex officio member of all Standing and other Committees of the Council and be entitled to vote at meetings;
- 3.7 To select members of all Standing Committees and to appoint Committee Chairs when deemed necessary.
- 3.8 To decline to put to a vote, motions which infringe upon the Rules of Procedure;
- 3.9 To enforce the Rules of Procedure;
- 3.10 To restrain the members, when engaged in debate, within the Rules of Procedure;
- 3.11 To enforce on all occasions, the observance of order and decorum at a meeting;
- 3.12 To call by name any member persisting in a breach of the Rules of Procedure and order the member to vacate the Council Chamber;
- 3.13 To permit questions to be asked of any officer of the Municipality, through the Chair, in order to provide information to assist any debate when he/she deems it proper;
- 3.14 To provide information to members of Council on any matter touching on the business of the Municipality;
- 3.15 To receive all messages and other communications and announce them to the Council;
- 3.16 To authenticate by signature, when necessary, all by-laws and resolutions of Council;
- 3.17 To rule on any points of order raised by the members of Council;
- 3.18 To inform the members of Council of the proper procedure to be followed;
- 3.19 To represent and support the Council, declaring its will and implicitly obeying its decisions in all matters;
- 3.20 Where it is not possible to maintain order, the Mayor may, without any motion being put, adjourn the meeting to a time to be fixed by the Mayor; and
- 3.21 To order any person or group in attendance at the meeting to cease and desist any behaviour which disrupts the order and decorum of the meeting and to order the person or group to vacate the Council Chamber where such behaviour persists;
- 3.22 To answer, redirect, or refer questions and enquiries from the public accordingly.
- 3.23 To adjourn the meeting when the business is concluded.

4. PARTICIPATION OF THE MAYOR IN DEBATE

- 4.1 The Mayor may state relevant facts and his/her position on any matter before the Council without leaving the chair, but to move a motion or debate a motion, he/she must first leave the chair.
- 4.2 If the Mayor desires to leave the chair to move a motion or to take part in the debate pursuant to subsection 4.1, or otherwise, the Mayor will call upon a member to preside until the issue is resolved.

PART III – DUTIES OF A MEMBER OF COUNCIL

5. COUNCIL MEMBERS' DUTIES

- 5.1 To prepare for meetings, including reviewing the agenda and background information prior to the meeting;
- 5.2 To deliberate on the business submitted to Council;
- 5.3 To vote when a motion is put to a vote, unless prohibited from voting by law;
- 5.4 To abide by Council's decision once a decision is made;
- 5.5 To attend Local Board and Committee Meetings to which the member has been appointed by the Mayor and accepted by the Council member;
- 5.6 To respect the Rules of Procedure.
- 5.7 To act in accordance with the Oath of Allegiance and Oath of Elected Office.

PART IV – FOLLOWING AN ELECTION

6. ORIENTATION SESSION

- 6.1 In the case of an election year, an orientation session shall be held between November 1st and the first day of the term of the newly elected Council to welcome new members of Council.
- 6.2 A copy of the procedural by-law shall be provided to newly elected members of council prior to the inaugural meeting.

7. INAUGURAL MEETING

- 7.1 The inaugural meeting of the Council following a regular election, shall be considered the Council's first meeting and shall be held at 7:00 p.m., on the first day in December that is not a Friday, Saturday or Sunday, in the Council Chambers of the City of Clarence-Rockland or in a location as may be determined by the incoming Mayor.
- 7.2 At the first meeting in December of the new term of office, pursuant to Section 232(1) of the Municipal Act, 2001, a member of Council shall not take his/her seat until the person takes the declaration of office in the English or French version of the form established by the Minister for that purpose.
- 7.3 The Clerk shall be responsible for the content of the agenda of the Inaugural Meeting and the arrangements for the inaugural proceedings.

8. AGENDA - INAUGURAL MEETING

- 8.1 At the inaugural meeting of the Council, in an election year, the Agenda shall be printed as follows:
 - 8.1.1 Opening of the Meeting
 - 8.1.2 Mayor's Declaration of Office and Oath of Allegiance
 - 8.1.3 Councillors' Declaration of Office and Oath of Allegiance
 - 8.1.4 Councillors' Inaugural Address
 - 8.1.5 Mayor's Inaugural Address
 - 8.1.6 Adjournment

PART V – COUNCIL

9. REGULAR MEETINGS

- 9.1 The regular meetings of Council will be held on the first and third Monday of every month, except during the month of July when there will be no regular meetings. In the month of January, the Council meeting shall be held on the second and fourth Monday. All meetings shall be scheduled for 7:15 p.m., however when a closed session is planned, the closed session may be held prior to 7:15 p.m., but not earlier than 6:00 p.m. Notice that the closed session will be held prior to 7:15 p.m. shall be posted on the city's website, the city's bulletin board and on the agenda. Except for opening the meeting, approving the agenda, obtaining declarations of pecuniary interest and the holding of a

closed session, all other matters on the agenda shall not be addressed prior to 7:15 p.m. In the event that such day is a holiday, Council shall meet at the same hour on the next day, which is not a public or civic holiday, unless otherwise provided by resolution of the Council. Meetings of Council shall be held in the Council Chambers, unless otherwise decided upon by the majority of Council.

- 9.2 The date, place and time of the meeting may be changed by the Mayor, if extenuating circumstances exist.
- 9.3 Prior to the end of each calendar year, the Clerk shall prepare and distribute a regular public meeting schedule for the incoming year, which shall be approved by Council. The schedule shall incorporate any necessary adjustments, including but not limited to public or civic holidays, March Break and scheduled conferences. When the day for a regular meeting is a holiday, the schedule shall incorporate any necessary adjustments to the meeting dates. Whenever possible, the meeting shall be held on the day immediately following, which is not a holiday.

10. SPECIAL MEETINGS

- 10.1 A special meeting of the Council will be convened:
 - 10.1.1 Upon being summoned by the Mayor; or
 - 10.1.2 Upon receipt of a petition of the majority of the members of Council.
- 10.2 Upon receipt of a petition set out in Section 10.1.2, the Clerk shall summon a special meeting for the purpose(s) and at the time stated in the petition. No member may add or remove his/her name from the petition filed under this section.
- 10.3 The special meeting agenda will be prepared by the Clerk as directed by the Mayor and if the meeting is called by a petition of the majority of the members, the Agenda will be prepared by the Clerk for the purpose stated in the petition.
- 10.4 Notice of all special meetings of the Council setting forth the matters to be considered at such special meeting will be given to all members of Council, not less than two (2) business days in advance of the time fixed for the meeting by electronic mail or by delivery to the residence or to the place of business of the member, and the Clerk shall attempt to give such other notice of the meeting to the member by telephone or as otherwise practical within the circumstances.
- 10.5 Notice of all special meetings of Council shall be posted on the city's website and in the main lobby of the municipal office not less than forty eight hours (48) in advance of the time fixed for the meeting. Notice shall also be given to the local media by electronic mail.
- 10.6 The Council will not consider or decide any matter not set forth in the notice calling the special meeting.

11. EMERGENCY MEETING

- 11.1 Notwithstanding the notice requirement set out in Section 10.4 above, in urgent or extraordinary circumstances, an emergency special meeting of the Council may be called by the Mayor without notice, to consider and deal with such urgent and extraordinary matters.

12. PLACE OF MEETING

- 12.1 All the meetings will be held in the Council Chamber, unless otherwise decided upon by the majority of Council or by the Mayor, if extenuating circumstances exist.
- 12.2 In the event of an Emergency declared by the Head of Council or any other Lead Agency as identified in the "Emergency Management Act" within the confines of a declared emergency, where the Council Chamber is not accessible, Council Meetings may be held at any convenient location, within or outside the municipality, which is accessible to Members of Council and staff.

13. CANCELLATION OF MEETINGS

- 13.1 Council may cancel a regularly scheduled meeting by passing a motion to this effect at a meeting preceding the cancelled meeting. Adequate notice of the change shall be provided by:
 - 13.1.1 Posting a notice on the website and in the main lobby of the municipal office; and
 - 13.1.2 Giving notice to the local media by email.

- 13.2 The Mayor may cancel any meeting of Council if he/she is of the opinion that weather conditions and/or an emergency situation warrants same and in such a situation, the Clerk shall inform all members of Council and the media prior to the scheduled time of the subject meeting and in such a situation, the meeting shall be rescheduled to take place the next following Monday at 7:15 p.m. local time.

14. SEATING AT THE COUNCIL TABLE

- 14.1 Seating at the Council table shall be determined by the Mayor, however the Mayor shall sit in the centre seat at the Council table.

15. MEETINGS OPEN TO PUBLIC

- 15.1 The meetings of the Council shall be open to the public;
- 15.2 The Mayor may expel any person for improper conduct at a meeting (see item 29 – rules of order and decorum).

16. CLOSED MEETINGS

- 16.1 Council, local board or Committee may, with or without notice, by resolution, close a meeting or part of a meeting to members of the public if the subject matter being considered is:
- 16.1.1 The security of the property of the Municipality or local board;
 - 16.1.2 Personal matters about an identifiable individual, including municipal employees;
 - 16.1.3 A proposed or pending acquisition of land by the municipality;
 - 16.1.4 Labour relations or employee negotiations;
 - 16.1.5 Litigation or potential litigation, including matters before administrative tribunals;
 - 16.1.6 Advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
 - 16.1.7 A matter in respect of which the Council, may hold a closed meeting under another Act;
 - 16.1.8 The meeting is held for the purpose of educating or training the members and, at the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee.
- 16.2 Council shall, by resolution, close a meeting or part of a meeting to the public where the subject matter relates to the consideration of a request under the "Municipal Freedom of Information and Protection of Privacy Act".

17. PROCEDURE – CLOSED MEETING

- 17.1 Before holding a meeting or part of a meeting that is closed to the public, the Council, local board or committee shall state by resolution the fact of the holding of the closed meeting and the general nature of the matter to be considered, including a closed meeting for educational or training purposes.
- 17.2 Where a meeting or part of a meeting is closed to the public, members of Council may retire from the Council Chambers to an adjacent meeting room and all persons not specifically invited to attend the closed meeting may remain in the Council Chambers. When in closed session, no one shall leave and re-enter the meeting room without the approval of the Mayor or Committee Chairman.
- 17.3 Upon resuming in open meeting, the Mayor shall provide a verbal report to the public on the disposition of items discussed in closed meeting without revealing any confidential security, personal, personnel or legal matters.
- 17.4 A meeting shall not be closed to the public during the taking of a vote. However, a meeting may be closed to the public during a vote if both conditions are satisfied:
- 17.4.1 Subsection 16.1 or 16.2 permits or requires a meeting to be closed to the public;
and
 - 17.4.2 The vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the Municipality or persons retained by or under contract with the Municipality.

- 17.5 Minutes of closed meetings shall be adopted at the next scheduled closed meeting and kept in confidence by the Clerk.

18. COMMENCEMENT OF MEETING

- 18.1 As soon as there is quorum after the hour set for the meeting, the Mayor shall take the chair and call the members present to order.

19. ABSENCE OF THE MAYOR OR REFUSAL OF THE MAYOR TO PRESIDE

- 19.1 Should the Mayor not be in attendance within fifteen (15) minutes after the time fixed for a meeting, and there is a quorum present, the Deputy Mayor shall call the meeting to order.
- 19.2 When the Mayor refuses to act, or the office is vacant, the Deputy Mayor shall act in the place and stead of the head.
- 19.3 Should the Mayor and the Deputy Mayor not be in attendance, refuse to act, or the offices are vacant, the members may appoint another presiding officer from among themselves for the purpose of chairing a particular meeting.
- 19.4 While so acting, the Deputy Mayor or the appointed presiding officer will have all the powers of the mayor and will be entitled to vote as a member.

20. NO QUORUM AT BEGINNING OF THE MEETING

- 20.1 The quorum for a Council meeting is five members of Council.
- 20.2 If no quorum is present to enable a meeting to commence thirty (30) minutes after the time fixed for a meeting of the Council, the Clerk shall record the names of the members present and the members will stand discharged from waiting further.
- 20.3 If a meeting does not take place because of the lack of a quorum under subsection (1) hereof, the Council will meet at the next regularly scheduled meeting of the Council or at such other time and place as the Mayor shall announce.
- 20.4 The Clerk shall attempt to give notice of any meeting so rescheduled by telephone, electronic mail or as is otherwise practical within the time available.

21. UNFINISHED BUSINESS – QUORUM LOST

- 21.1 If during the course of a meeting, a quorum is lost then the meeting will stand adjourned, not ended, to reconvene at the next regularly scheduled meeting of the Council or at such other time and place as the Mayor shall announce.
- 21.2 If, in the Mayor's opinion, it is not essential that the balance of the agenda be dealt with before the next regularly scheduled meeting, then the Mayor shall announce that the unfinished business of the Council will be taken up at its next regularly scheduled meeting.
- 21.3 The Clerk shall give notice of any meeting so adjourned and to be reconvened by telephone or as is otherwise practical within the time available.

22. CURFEW

- 22.1 Council and Committee meetings shall stand adjourned at 10:30 p.m. but business may be continued upon consent of the majority of all members present.

23. COUNCIL CHAMBERS

- 23.1 No person, except a member of Council or an authorized employee of the Municipality shall be allowed to come on the Council floor, as described in appendix 'C', within the Council Area during the meeting of the Council without permission of the Mayor.
- 23.2 No person except a member of Council or an authorized employee of the Municipality shall, before or during a meeting of the Council, place on the desks of members or otherwise distribute any material whatsoever. All material is to be submitted to the Clerk for distribution to Council upon approval of the Mayor.

24. LEAVING CHAMBERS ON ADJOURNMENT

- 24.1 At the end of a meeting, the members of Council shall not leave their places until the meeting has been adjourned.

PART VI – ORDER OF PROCEEDINGS – AGENDA AND MINUTES

25. COUNCIL MEETING AGENDA

- 25.1 Agendas shall be generally formatted as follows but modifications to the matters to be included or the order of business may be made without requiring an amendment to this by-law:

25.1.1 Call to Order

As soon as there is quorum after the hour set for the meeting, the Mayor shall take the chair and call the members present to order.

25.1.2 Prayer

25.1.3 Adoption of the Agenda

Amendment and/or additions to the proposed agenda may be permitted by majority approval of the members present.

25.1.4 Disclosure of Pecuniary Interest

It is at this point that any member of Council may disclose any possible conflict of interest dealing either with any item on the agenda or with a matter discussed at a previous meeting from which a member was absent.

25.1.5 Closed Meeting (if applicable)

25.1.6 Closed Meeting Report (if applicable)

25.1.7 Announcements / Special Presentations

25.1.8 Question/Comment Period

It is at this point that a person, after seeking permission from the Presiding Officer, shall introduce himself/herself and address his/her question/comment on any matter which is related to any agenda item to the Presiding Officer.

The Presiding Officer may, if he or she so wishes, answer the question, refer same to another member of Council or, he or she may ask that the question be referred to the Chief Administrative Officer in writing and answered in writing.

Any person, who is not a member of Council or an appointed official, shall be allowed to address Council on the subject once only, except in the case of rebuttal. The maximum time allowed in all circumstances for a question/comment shall be three (3) minutes per person per meeting. There shall be a maximum of 30 minutes dedicated to the question/comment period.

At no time shall this question period be taken by members of the audience to make speeches or accusations.

The Presiding Officer may, at any time, ask any person that is not following the correct procedures to stop immediately and, if the person persists, the Presiding Officer may ask the person to leave the Council Chambers.

25.1.9 Council Members' Items

At this point, consideration is given to all motions introduced by the members of Council through 'Notice of Motion' at a previous meeting. Such a motion shall not be considered or otherwise disposed of by the Council unless the mover of the motion is in attendance at the meeting. Any member may agree to second the motion if the seconder is absent from the meeting when the motion is called for by the chair.

25.1.10 Consent Items

All of the items listed in the consent items section of the agenda shall be the subject of one motion and that motion shall be neither debatable nor amendable; provided however, that any member of Council may ask for any item(s) included in the consent item motion to be separated from that motion whereupon the consent motion without the separated item(s) shall be put, and the separated item(s) shall each be considered immediately thereafter.

Consent items include but are not necessarily limited to the following types of matters:

25.1.10.1 Minutes of Council, Committees and Boards

25.1.10.2 Staff and/or Committee reports previously presented at the Committee of the Whole Meeting for which Council did not request additional information and which contain clear 'take action, give approval or receive for information' recommendations.

- 25.1.10.3 Resolution to approve accounts/salaries paid and accounts payable
- 25.1.10.4 Proclamations
- 25.1.10.5 Routine matters.

The following note shall be added under Consent Items in the agenda: All items listed under the Consent Items will be enacted by one motion. A unanimous vote is required for consent items. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion that a consent item be separated from the motion. The separated item(s) shall be considered immediately thereafter.

25.1.11 Staff / Committees Reports not included under consent items

Every Staff/Committee report shall be introduced with a resolution to receive the report, or adopt the recommendation(s) as presented. The department heads or Committee Chair may be required to provide some clarifications during debate. If a By-law needs to be considered as a result of the recommendation, it shall be considered under By-law items.

25.1.12 By-laws

Every by-law is generally introduced either by means of the Department Head's Report or Committee Report. One motion is in order to give all by-laws first, second and third readings. If a member of Council has a question on a particular by-law, he/she may move that Council exempt a particular by-law from the main motion to allow for further debate. After all by-laws have passed, the Clerk shall be responsible for their correctness should they be amended.

25.1.13 Confirmatory By-law

A confirmation by-law shall be passed at each regular and special meeting of Council to confirm the decisions of Council.

25.1.14 Adjournment

- 25.2 The business of the Council shall be considered in the order set forth on the Agenda; however the Presiding Officer, with the approval of the majority of the members of Council present may vary the order in which the items are presented to better deal with matters before the Council.

26. DELIVERY OF THE AGENDA TO THE MEMBERS AND PUBLIC

- 26.1 Subjects to be included on the agenda, should be submitted by the department heads to the Clerk no later than 12:00 p.m. on the Monday prior to the regular or committee of the whole meeting of Council.
- 26.2 Insofar as is practicable, agenda packages are to be made available for public viewing before the end of the work day on the Friday before each regular or committee of the whole meeting at City Hall and on the city's website (www.clarence-rockland.com).
- 26.3 The Clerk or his/her delegate shall ensure that (insofar as it is practicable) an agenda package, including all supporting documentation, is distributed to each member of Council before the end of the day on the Wednesday preceding the regular or committee of the whole meeting. The agenda packages shall also be made available to Members of Council and Directors electronically.

27. MINUTES

- 27.1 Minutes shall be kept by the Clerk and shall record, in both official languages (English and French), with the English version being considered the official version, the following:
 - 27.1.1 The place, date and time of the meeting;
 - 27.1.2 The names of the Presiding Officer, Councillors and staff in attendance (motivated absences shall be identified);
 - 27.1.3 The late arrivals and early departures of members;
 - 27.1.4 The reading, if requested, correction and adoption of the minutes of prior meetings;
 - 27.1.5 Declarations of pecuniary interest; and
 - 27.1.6 All other proceedings of the meeting without note or comment.

Once adopted, the minutes shall be signed by the Mayor and by the Clerk.

28. DELEGATIONS

- 28.1 All delegations must address Council at a Committee of the Whole meeting and an effort will be made to allow no more than two (2) delegations at any one meeting.
- 28.2 Anyone desiring to address the Council shall complete and submit to the Clerk, a delegation form (attached as Schedule 'A') accompanied with all supporting documentation at least seven (7) days prior to the Committee of the Whole meeting. Requests from delegations who have previously addressed Council on a topic shall not be granted unless they can prove that they have new information to present to Council.

Any and all material to be presented or distributed (including, but not limited to slide or handouts) during the delegation be provided to the Clerk seven (7) days prior to the Committee of the Whole meeting and distributed to members of Council in advance of the Committee of the Whole meeting. Only the material provided to the Clerk will be allowed to be presented.

- 28.3 Delegation requests regarding any aspect of an official plan amendment, zoning by-law amendment or plans of subdivisions or condominiums will not be accepted between the conclusion of a public consultation meeting which was conducted in accordance with the Planning Act and final reading of the by-law.
- 28.4 Delegations shall be limited to a maximum of ten (10) minutes.

29. RULES OF ORDER AND DECORUM

- 29.1 The following rules of order and decorum shall be adhered to at all times during meetings.

29.1.1 The public shall:

- 29.1.1.1 Remain seated at all times, except for the person who has been given permission to speak.
- 29.1.1.2 Refrain from making noise, comments, or engage in a conversation between one another;
- 29.1.1.3 Listen to the person who is speaking and shall not interrupt said person;
- 29.1.1.4 Respect the fact that no person shall address Council without having been recognized by the Presiding Officer.
- 29.1.1.5 Address questions and remarks to the Presiding Officer;

29.1.2 No person is allowed to speak unless they have first been recognized by the Presiding Officer.

29.1.3 Any person making personal impertinent, slanderous and profane remarks will be ordered to vacate the room by the Presiding Officer.

29.1.4 No person shall make remarks or complain to the Presiding Officer by using offensive or abusive language, and if the person refuses to apologize, the person will be ordered to vacate the room immediately.

29.1.5 Persons may address themselves in English or French when they have the floor.

29.1.6 Persons may not display or have in their possession, picket signs or placards in the Council Chamber or Meeting Rooms.

PART VII – RULES OF CONDUCT AND DEBATE

30. ADDRESS THE MAYOR

- 30.1 Any member desiring to speak, shall so signify their intent in such a manner as the Mayor may direct, and, upon being recognized, will address the Chair.

31. ORDER OF SPEAKING

- 31.1 When two or more members signify their desire to speak, the Mayor will recognize the member, who, in his/her opinion, signified first and next recognize the other member(s).

32. CONDUCT OF MEMBERS

- 32.1 No member shall:

- 32.1.1 Speak until he/she has addressed himself/herself and has been recognized by the Mayor;
- 32.1.2 Disturb another member, or the Council itself, by any disorderly behaviour disconcerting to any member speaking;
- 32.1.3 Use offensive words during the Council or committee meetings against the Council or staff;
- 32.1.4 Speak on any subject other than the subject in debate;
- 32.1.5 Where a matter has been discussed *in camera*, and where the matter remains confidential, disclose the content of the matter or the substance of the deliberations of the *in camera* meeting;
- 32.1.6 Disobey the Rules of Procedure or a decision of the Mayor or of the Council on questions of order or practice or upon the interpretation of the Rules of Procedure.

32.2 Where a member has been called to order by the Mayor for failing to observe the provisions of subsection 32.1 and the member persists in any such disobedience after having been called to order by the Mayor, the Mayor may immediately order the member to leave the Council Chambers for improper conduct, and if the member apologizes, the Mayor may permit the member to retake his/her seat.

33. PRIVILEGE

- 33.1 Where a member considers that the member's rights, immunities or integrity or the rights, immunities or integrity of the Council as a whole has been impugned, the member may, as a matter of privilege, rise at any time, with the consent of the Mayor, for the purpose of drawing the attention of the Council to the matter.
- 33.2 Upon being recognized by the Mayor, the member shall state the question of privilege.
- 33.3 The Mayor shall resolve the question of privilege, or require that the question be seconded and permit a debate and a vote to be held on the question.

34. POINTS OF ORDER

- 34.1 The Mayor shall preserve order and decide points of order.
 - 34.1.1 When a member desires to address a point of order, he/she shall ask leave of the Mayor to raise a point of order and, after leave is granted, he/she shall state the point of order to the Mayor;
 - 34.1.2 The Mayor rules on the point of order;
 - 34.1.3 Thereafter, a member shall only address the Mayor for the purpose of appealing the Mayor's decision to the Council;
 - 34.1.4 If no member appeals, the decision of the mayor shall be final;
 - 34.1.5 The Council, if appealed to, shall call a vote without debate on the following question: 'Shall the Mayor's decision be sustained?', and its decision shall be final.

35. MEMBERS SPEAKING

- 35.1 When a member is speaking, no other member will interrupt the member except to raise a point of order or to raise a question of privilege.

36. MOTION READ

- 36.1 Any member may require the motion under discussion to be read at any time during the debate but not so as to interrupt a member while speaking.

37. TIME LIMITED

- 37.1 During Regular Council meetings, no member, without leave of the Mayor, shall speak to the same motion, or in reply, for longer than five minutes. If a speaker yields to another member for a question, the time consumed by the question is charged to the speaker.

38. MOTION PUT – NO FURTHER DEBATE

- 38.1 After any motion is put by the Mayor, no member shall speak to the motion, nor shall any other motion be made until after the result is declared, and the decision of the Mayor as to whether the motion has been put, is conclusive.

PART VIII – VOTING DURING COUNCIL MEETINGS

39. SECRET BALLOT

- 39.1 No vote shall be taken during a meeting of the Council by secret ballot or other form of secret vote.

40. ALL MEMBERS VOTE

- 40.1 Every member present at a meeting of the Council, when a motion is put, shall vote thereon, unless prohibited by statute, in which case it shall be recorded.
- 40.2 Any member may abstain from voting, but the vote shall be recorded as a negative vote.
- 40.3 When a vote is taken, and no dissent is declared, such vote is deemed to be unanimously in favour of the motion approved.

41. UNRECORDED VOTE

- 41.1 The manner of determining the decision of the Council on a motion is at the discretion of the Mayor and may be by voice, show of hands, standing or otherwise.

42. DIVISION OF THE MOTION

- 42.1 When the matter under consideration contains distinct recommendations or propositions, a member may request that the motion be divided. The proposer must delineate clearly the division proposed. The proposer may also suggest that a single motion be removed from the composite motion to be debated and voted on separately.
- 42.2 If the individual motions are truly independent, the motion must be divided on the demand of one member. The Presiding officer, will decide if the composite motion is divisible but may, if unsure, seek guidance from the assembly. The Presiding officer's decision is subject to appeal.
- 42.3 Upon allowing the division, the Presiding officer puts each component parts of the motion and presents them as individual motions to be debated and voted on separately.

43. RECORDED VOTE

- 43.1 Any member, prior to or immediately subsequent to the taking of the vote, may require that the vote be recorded.
- 43.2 When a member on any matter or motion requests a recorded vote, the Mayor shall ask each member to announce his/her vote openly to be recorded in the minutes, starting with the member who has requested the recorded vote, with the Chair voting last.
- 43.3 If a vote is to be recorded as herein provided, the Mayor shall announce the result, and the Clerk shall record them in the minutes.

44. DISPUTING VOTE

- 44.1 If a member disagrees with the announcement of the Mayor that a motion is carried or lost, the member may, but only immediately after the declaration by the Mayor, object to the Mayor's decision and require a recorded vote to be taken.

45. TIE VOTE

- 45.1 A resolution on which the voting results are a tie shall be declared lost.

46. VOTING

- 46.1 When the Mayor calls for the vote on a motion, each member shall occupy their seat until the result of the vote has been declared by the Mayor, and during such time, no member shall walk across the room, speak to any other member, or make any noise or disturbance. A member who is absent from his/her seat does not have the right to vote.

47. TWO-THIRDS VOTE

- 47.1 A two-thirds vote shall be deemed to have been accomplished with the following voting in the affirmative.
- 47.1.1 Six of nine members
 - 47.1.2 Six of eight members
 - 47.1.3 Five of seven members
 - 47.1.4 Five of six members
 - 47.1.5 Five of five members

48. DISCLOSURES OF PECUNIARY INTEREST

- 48.1 At all times and under all circumstances, members shall be guided by and shall have regard to the Municipal Conflict of Interest Act.
- 48.2 If a member has any pecuniary interest, direct or indirect, in any matter in which the Council is concerned and if he/she is present at a meeting at which the said matter is the subject of consideration, then he/she shall:
- 48.2.1 Disclose his/her interest;
 - 48.2.2 Leave his/her seat and is required to leave the Chambers/Meeting room;
 - 48.2.3 Not take part in the consideration or discussion of the said matter;
 - 48.2.4 Not vote on any motion in regard to the said matter;
 - 48.2.5 Not attempt in any way before, during and/or after the meeting to influence the voting on any such motion.
- 48.3 When a meeting is not open to the public, in addition to complying with the requirements of Section (1) hereof, the member shall forthwith leave the meeting for the part of the meeting during which the matter is under consideration.
- 48.4 Where the interest of a member has not been disclosed by reason of his/her absence from the particular meeting, the member shall disclose his/her interest and otherwise comply at the first meeting of council or committee as the case may be, attended after the particular meeting.
- 48.5 The Clerk shall record the particulars of any disclosure of pecuniary interest made by members of council, as the case may be, and any such record shall appear in the minutes of that particular meeting.
- 48.6 The failure of one or more members to comply with Section (1) hereof shall not affect the validity of the meeting in regards to the said matter.

PART IX – COMMITTEE OF THE WHOLE**49. PROCEDURE**

- 49.1 While sitting in Committee of the Whole, the rules governing the procedure of the Council and the conduct of the members shall be observed except that the number of times of speaking on any motion shall be limited to two times without permission from the chair, provided that no member speaks more than once until every member who desires to speak has spoken.
- 49.2 Subject to Section 16, the Committee of the Whole may, go into closed session and may exclude all persons from a meeting or part of a meeting. During such period, all persons not specifically invited to remain by the Committee shall retire from the Chamber.

50. COMMITTEE OF THE WHOLE MEETINGS

- 50.1 The Committee of the Whole meetings will be held on the first and third Monday of every month, at 8:00 p.m., except during the month of July when there will be no Committee of the Whole meetings. In the month of January, the Committee of the Whole meeting shall be held on the second and fourth Monday. In the event that the day of the meeting is a holiday, Council shall meet at the same hour on the next following day, which is not a public or civic holiday, unless otherwise provided. Meetings of the Committee of the Whole shall be held in the Council Chambers, unless otherwise decided by the majority of the Committee of the Whole members.

- 50.2 The date, place and time of the meeting may be changed by the Mayor, if extenuating circumstances exist.
- 50.3 Prior to the end of each calendar year, the Clerk shall prepare and distribute a Committee of the Whole meeting schedule for the incoming year, which shall be approved by Council in the form of a by-law. The schedule shall incorporate any necessary adjustments, including but not limited to public and civic holidays, March Break and scheduled conferences.
- 50.4 Committee of the Whole meetings shall stand adjourned at 10:30 p.m., but business may be continued upon consent of the majority of Council members present.
- 50.5 Committee of the Whole will receive and vote on recommendations to be put before Council for formal approval at a Council meeting, but will not receive resolutions and/or by-laws.

51. AGENDA – COMMITTEE OF THE WHOLE

- 51.1 **Agendas shall be generally formatted as follows but modifications to the matters to be included or the order of business may be made without requiring an amendment to this by-law**

51.1.1. Call to Order

As soon as there is quorum after the hour set for the meeting, the Presiding Officer shall take the chair and call the members present to order.

51.1.2. Adoption of the Agenda

Amendments and/or additions to the proposed agenda may be permitted by majority vote of the members present.

51.1.3. Disclosure of Pecuniary Interest

It is at this point that any member may disclose any possible conflict of interest dealing either with any item on the agenda or with a matter discussed at a previous meeting from which a member was absent.

51.1.4. Delegations and Presentations

Delegations are limited to ten (10) minutes and must complete a Delegation Request Form as per Schedule A1. Refer to Item 28.

51.1.5. Petitions and Correspondence

It is at this point that any petitions and correspondence items that lead to an action or decision of Council will be introduced for discussion. It should be noted, however, that the Clerk or Chief Administrative Officer may, upon receipt, refer any communication or petition to a Committee or Department Head without the prior consideration of Committee of the Whole or Council.

51.1.6. Notice of Motions

A notice of motion will introduce business that the member intends Council to deal with at the next regular Council meeting and shall be introduced in writing and signed by the mover and seconder.

51.1.7. Question/Comment Period

It is at this point that a person, after seeking permission from the Presiding Officer, shall introduce himself/herself and address his/her question/comment on any matter to the Presiding Officer.

The Presiding Officer may, if he or she so wishes, answer the question, refer same to another member of Council or, he or she may ask that the question be referred to the Chief Administrative Officer in writing and answered in writing.

Any person, who is not a member of Council or an appointed official, shall be allowed to address Council on the subject once only, except in the case of rebuttal. The maximum time allowed in all circumstances for a question/comment shall be three (3) minutes per person per meeting. There shall be a maximum of 30 minutes dedicated to the question/comment period.

At no time shall this question period be taken by members of the audience to make speeches or accusations.

The Presiding Officer may, at any time, ask any person that is not following the correct procedures to stop immediately and, if the person persists, the Presiding Officer may ask the person to leave the Council Chambers.

51.1.8. Report from the United Counties of Prescott and Russell**51.1.9. Report from Departments/Committees****51.1.10. Other Items****51.1.11. Adjournment****PART X – RESOLUTIONS AND MOTIONS****52. READING**

- 52.1. Every motion shall be read by the mover, after which the Mayor asks if there is a seconder for the motion. Once seconded, the Mayor opens the floor for discussion and/or debate.
- 52.2. Immediately prior to voting on a motion, the Mayor or Presiding Officer shall state the motion in the precise form it is to be recorded in the minutes, including any amendments to the motion.

53. REQUEST FOR PERMISSION TO WITHDRAW OR MODIFY A MOTION

- 53.1. Before the motion is stated by the Chair, it belongs to the mover of the motion and he/she can withdraw it or modify it without the permission of the assembly. The mover either repeats the motion in the modified version or states that the motion is withdrawn.
- 53.2. If the person who seconds the motion withdraws his/her second from the modified form, the chair can ask for another seconder to the motion.
- 53.3. Before the chair opens the discussion and/or debate on the motion, another member can ask the chair if the mover of the motion will accept a change in the motion. The mover can either accept or reject the proposed change. (This may be referred to as a 'Friendly Amendment'). If the mover rejects the proposed change, the member suggesting the change can propose a formal amendment after the motion has been open for discussion and/or debate by the Mayor.
- 53.4. If the motion is under discussion and the mover wants to withdraw it, he/she must ask permission of the Council. Permission to withdraw is not debatable. If there is an objection, the presiding officer puts it to a vote.
- 53.5. A withdrawn motion is not recorded in the minutes unless the motion has been properly moved and seconded.

54. NO DEBATE UNTIL READ

- 54.1. No member shall speak on any motion until it is first read and seconded, and the mover is entitled to speak first if the member so elects. If debated, the motion shall be read again before being put.

55. MOTIONS RULED OUT OF ORDER

- 55.1. Wherever the Mayor is of the opinion that a motion or resolution is contrary to the Rules of Procedure, or is not within its jurisdiction, the Mayor shall rule the motion or resolution out of order.

56. MOTIONS

- 56.1. Privileged and Subsidiary motions may be introduced orally without notice and without leave, except as otherwise provided by the Rules of Procedure.
- 56.2. All main motions and resolutions shall be in writing and include the name of the mover and seconder.
- 56.3. A mover may withdraw his/her motion or his/her Notice of Motion at any time prior to being read by the Chair and commencement of debate thereon.
- 56.4. There shall never be more than one main motion before the Council at one time.
- 56.5. When the resolution under consideration contains two or more proposals, the same shall, at the request of any members of Council, be divided. Members can only divide motions that can stand by themselves.

- 56.6. Any Member may require the resolution under discussion to be read a second time for his/her information, at any time during debate, but not so as to interrupt a member speaking.

57. ORDER OF CONSIDERATION

- 57.1. When a motion is under consideration, no motion shall be received except a privileged, subsidiary or incidental/procedural motion which takes precedence over the motion to which they apply at the time they are made.
- 57.2. Privileged and Subsidiary motions shall be considered immediately upon receipt and shall have precedence and are subject to debate as follows:
- 57.2.1. To set the time to continue the meeting (debatable);
- 57.2.2. To adjourn – if moved after time set for concluding the meeting (not debatable);
- 57.2.3. To recess (debatable);
- 57.2.4. To raise a question of privilege – if raised in the form of a motion (debatable);
- 57.2.5. Postpone temporarily - To lay on the table (not debatable);
- 57.2.6. To close debate - move the motion be put (not debatable);
- 57.2.7. To limit or extend debate (debatable);
- 57.2.8. To postpone (defer) to a certain time (debatable);
- 57.2.9. To refer (debatable);
- 57.2.10. To amend (debatable if the motion to which it is applied is debatable);
- 57.2.11. To postpone indefinitely (debatable);

58. POSTPONE INDEFINITELY

- 58.1. The motion to "Postpone Indefinitely" allows Council to avoid making a decision on a main motion by delaying the decision to an undetermined time beyond the current meeting.
- 58.2. If the motion to "Postpone Indefinitely" is carried, the matter may not be brought back at the same meeting. If the motion is defeated, discussion on the main motion continues.
- 58.3. The motion is debatable (only to outline the reasons why the motion should or should not be dealt with immediately) but not amendable and requires a majority vote.

59. AMENDMENT

- 59.1. A motion to amend proposes a formal change to the pending motion and shall be presented in writing at the request of the Presiding Officer.
- 59.2. A motion to amend is debatable if the motion to which it is applied is debatable.
- 59.3. The amendment shall be relevant and not contrary to the principle of the motion under consideration.
- 59.4. Only one motion to amend the main motion shall be allowed at one time and only one motion to amend an amendment shall be allowed at one time; third level amendments are not permitted.
- 59.5. The motion to amend shall be put in the reverse order to the order in which it is moved. For example, the amendment to an amendment (secondary amendment) would be put first, then the amendment to the main motion (as amended, if a secondary amendment was carried), and finally the main motion (as amended, if the amendment was carried).
- 59.6. Notwithstanding subsection (59.4), any amendment(s) to a motion may be placed in the order to be determined by the Mayor as the most logical, practical and expeditious in all of the circumstances.

60. MOTION TO REFER

- 60.1. A motion to refer to a Committee, Board, Official or Commission should include the following elements:

60.1.1. The entity to which the subject or motion is being referred;

60.1.2. The instructions given to carry out its mandate;

60.1.3. When the entity is to finally report.

60.2. If the motion to postpone indefinitely is pending when a main motion is referred, the motion to postpone indefinitely is dropped from further consideration. Pending amendments, however, go to the committee with the main motion, and are reported with it.

60.3. A motion to refer is debatable and amendable and requires a majority vote.

61. MOTION TO POSTPONE (DEFER) TO A CERTAIN TIME

61.1. A matter postponed or deferred to a certain date and time shall have precedence over all other business on such date and time, immediately following the completion of the pending business

61.2. The motion to postpone (defer) to a certain time is debatable and amendable and requires a majority vote.

61.3. If the purpose is to set aside business for a short period of time, but no later than the end of the meeting, a member should make a motion to "postpone temporarily" (lay on the table). (see item 63).

61.4. If the purpose is to avoid making a decision on a main motion to an undetermined time beyond the current meeting, a member should make a motion "to postpone indefinitely". (see item 58).

62. CLOSE DEBATE (PUT THE MOTION TO A VOTE)

62.1. A motion to close debate stops all debate on the pending motion or a series of consecutive pending motions, and puts the motion to a vote immediately.

62.2. The motion to close debate cannot be moved by a member who has already debated the motion, unless another member has subsequently debated the motion.

62.3. A motion to close debate, if carried without qualification, shall have an effect only on the immediately pending motion.

62.4. The motion to close debate is not debatable, but is amendable (as to the number of consecutive pending motions debate is being closed on), and requires a two-third (2/3) vote.

62.5. "the motion to close debate" is not allowed in committees.

63. POSTPONE TEMPORARILY (MOTION TO LAY ON THE TABLE)

63.1. A motion to "Postpone temporarily" is in order to set aside business for a short period of time, but no later than the end of the meeting. It is used when an interruption in the meeting makes it expedient not to continue with the business at that time.

63.2. The motion to "Postpone temporarily" is not debatable or amendable and requires a majority vote.

63.3. An item of business that has been "Postponed temporarily" may be taken up again through a motion to resume consideration.

63.4. If business has been "Postponed temporarily" in a meeting and no motion to resume consideration is made, or is not assumed by the Presiding officer before adjournment, the business falls to the floor and may only be initiated again at the next meeting through a new main motion.

63.5. The motion to "Postpone temporarily" is out of order if the evident intent is to kill or avoid dealing with the motion, in this case, it shall be treated as if it was a motion to "Postpone Indefinitely".

64. NOTICE OF MOTION

64.1. A Notice of Motion shall be in writing and include the name of the mover and seconder;

64.2. All Notices of Motion received by the Clerk prior to or at the Notices of Motion segment of the Agenda may be read out by the mover or the Mayor during that segment. Consideration of a motion, of which notice was given pursuant to this section, shall be in order at the next regular meeting.

- 64.3. Prior to Council's consideration of a motion of which notice has been given previously, a revised motion on the same subject, approved by both the mover and seconder, may be substituted for the original one contained in the Notice of Motion.

65. DISPENSING WITH NOTICE

- 65.1. Any motion may be introduced without notice if the Council, without debate, dispenses with notice on the affirmative vote of at least two-thirds (2/3) of the whole Council.

66. RECONSIDERATION

- 66.1. A motion to reconsider a vote is a main motion. It permits Council to consider reversing a decision it has made at that meeting.
- 66.2. Only a member that voted on the prevailing side can make the motion to reconsider, although anyone can second it.
- 66.3. A motion to reconsider is not amendable and requires a two-third (2/3) vote to be carried.
- 66.4. If there is no business pending, the motion is taken up immediately. If business is pending, the chair tells the Clerk to make a note that the motion to reconsider has been made; it isn't taken up until the Chair or a member calls the motion to reconsider the vote when no other business is pending before the meeting concludes, as it would lose effect at adjournment.
- 66.5. If the motion to reconsider the vote is carried, the motion being reconsidered is placed before the Council as if it had never been voted on; procedurally, it is considered a newly made main motion and all rights of the members are renewed with regard to debate.
- 66.6. No motion shall be reconsidered more than once, nor shall a vote to reconsider be reconsidered.

67. AMEND OR RESCIND A PREVIOUS DECISION

- 67.1. A motion to amend or rescind a previous decision is a main motion. It brings a substantive proposal that has been previously decided back before the meeting for a new decision by the members.
- 67.2. A motion to amend or rescind a previous decision is subject to giving notice in accordance with Section 64.
- 67.3. The motion is debatable and amendable and requires the same vote as the original motion required.
- 67.4. A motion to rescind and to amend a previous decision is not in order in the following circumstances
- 67.4.1. When it has previously been moved to reconsider the vote on the main motion, and the motion can be reached by calling up the motion to reconsider;
- 67.4.2. When something has been done, as a result of the vote on the main motion, that is impossible to undo. (the unexecuted part of an order, however, can be rescinded or amended).

68. MOTION TO ADJOURN

- 68.1. A motion to adjourn is always privileged when made **after** the time set to conclude the meeting. As a privileged motion, the motion to adjourn is not debatable and requires a majority vote.
- 68.2. A motion to adjourn is a main motion if made **before** the time set to conclude the meeting. As a main motion, the motion to adjourn is debatable, amendable and requires a majority vote. It shall always be in order except as provided as follows;
- 68.2.1. When another motion is pending;
- 68.2.2. When a member is speaking or during the verification of a vote;
- 68.2.3. When resolved in the negative, cannot be made again until after some intermediate proceedings have been completed by the Council;
- 68.3. A motion to adjourn without qualification, if carried, brings a meeting of the Council to an end.
- 68.4. A motion to adjourn to a specific time, or to reconvene upon the happening of a specific event, if carried, suspends the meeting of the Council to continue at such time.

PART XI – BY-LAWS

69. READING OF BY-LAWS AND RELATED PROCEEDINGS

- 69.1. The Clerk shall endorse on all by-laws enacted by the Council, the dates of the several readings, if any.
- 69.2. Every by-law, which has been enacted by the Council, shall be numbered, dated and deposited in the office of the Clerk for safekeeping.
- 69.3. Every by-law shall be under the seal of the Corporation and shall be signed by the Mayor and by the Clerk.

PART XII – COMMITTEES

70. PROCEDURE

- 70.1. Except as otherwise provided for herein, a Committee shall conform to the rules governing protocol and procedure of Council.

71. ESTABLISHMENT/APPOINTMENT OF COMMITTEE MEMBERS

- 71.1. Standing Committees, Special or Ad Hoc Committees may be established by the Council at any time as is deemed necessary for the consideration of matters within the jurisdiction of Council.
- 71.2. Council Members required to serve on any Committee of Council shall be appointed by the Mayor subject to the member's acceptance.
- 71.3. Council Members to be appointed to any Board, Commission or other body to which the Council is required or empowered to appoint persons shall be appointed by the Mayor subject to the member's acceptance.

72. MAYOR EX OFFICIO

- 72.1. The Mayor is an *ex officio* member of every Committee.
- 72.2. Where a Committee is established by reference to a particular number of members without specifically providing for the membership of the Mayor, such number is automatically increased by one, being the Mayor, as provided for in subsection (1) hereof.
- 72.3. The Mayor may vote and otherwise participate in the business of the Committee, without any restriction, on the same basis as any other Committee member.

73. STANDING COMMITTEE

- 73.1. The Mayor shall appoint the Chairman of each Standing Committee.
- 73.2. The Chairman of each Standing Committee and the members thereof shall hold office for a term of one year or until their successors are appointed.
- 73.3. A Planning Standing Committee shall be established as per the Terms of Reference attached hereto as Schedule 'B2'.

74. COUNCIL REPRESENTATION TO LIAISE WITH DEPARTMENTS

- 74.1. The Mayor shall appoint a Council member as representative to maintain an ongoing liaison with the following departments:
 - Administration;
 - Finance;
 - Infrastructure & Engineering;
 - Community Services;
 - By-law Enforcement Services;
 - Fire Department.

75. TERMS OF REFERENCE

- 75.1. Subject to the provision of any general or special act, the Council, in establishing any Committee, shall set forth the Terms of Reference of the Committee and such other provisions as the Council deems proper.
- 75.2. The Council may consider any matter without referring it to a Standing Committee or may refer it to one or more Committees or refer it to the Committee of the Whole and may

withdraw a matter from a Committee whether or not the Committee has entered into consideration.

- 75.3. Each member of Council shall have the opportunity to serve on a Committee.
- 75.4. The Terms of Reference for Committees of Council shall be those adopted by Council from time to time and included as a Schedule to this By-law.

76. QUORUM

- 76.1. A quorum in any Committee is the majority of the voting Members of the Committee as appointed, and the Mayor, if present, is a member to be included in determining the quorum.
- 76.2. A Committee shall not consider any business if a quorum is not present.
- 76.3. If there is no quorum within fifteen minutes after the time fixed for the meeting, the meeting shall stand adjourned until the next regular meeting.

77. MEETINGS – STANDING COMMITTEES

- 77.1. Standing Committees shall meet once a month at such time and place as defined in its Terms of Reference, subject to the direction of the Council. Prior to the end of each calendar year, a schedule of standing committee meetings shall be prepared and posted on the City's website.
- 77.2. The Chair may cancel one or more regular meetings of the Standing Committee if in the Chair's opinion such meetings are not necessary for the proper conduct of the business of the Committee.
- 77.3. In case of an emergency and in the absence of the Committee Chair and of the Mayor, a Standing Committee meeting may be called by the Chief Administrative Officer in such a way as he/she may deem best without regard to any length of notice to the Members.
- 77.4. The Standing Committee Chair shall preside and, in the absence of the Committee Chair, an Acting-Chair, selected amongst the members of the Committee shall preside.
- 77.5. The Chair of the Standing Committee may vote on any motion before the Committee, and, in the event of an equality of votes, the motion being voted upon is deemed lost.
- 77.6. Members of Council who are not members of a Standing Committee may attend meetings of the Committee and take part in any discussion or debate, but shall not be allowed to vote and shall not be seated at the Committee table but in the public area.
- 77.7. The Standing Committee shall consider and report on such matters only as have been referred to them by the Council or such matters as identified within their Terms of Reference and jurisdiction.
- 77.8. Members may speak more than once to the same motion.
- 77.9. The meetings of the Standing Committees shall be open to the public and the provisions of Section 16 and 17 shall apply.
- 77.10. The Standing committee agenda shall be established by the responsible department representative in consultation with the Chairperson of the committee. The Chairperson shall report the recommendations of the Standing Committee to Council at a Committee of the Whole meeting or at a Council meeting.
- 77.11. Any member of a Standing Committee is authorized to participate on a committee via videoconferencing subject to all of the following conditions:
 - Maximum one member per meeting; and
 - Upon 24 hours' notice to the Secretary of the Standing Committee; and
 - Upon approval of the Chair of the Committee
- 77.12. Any committee member who participates under article 77.11 may take part in any discussion or debate, but shall not be authorized to vote and cannot be considered to determine quorum.

78. GENERAL PROVISIONS FOR COMMITTEES

- 78.1. Anyone wishing to address a Standing Committee shall notify the Clerk or the Secretary of the Committee, at least seven (7) days prior to the date of the meeting, and shall specify the nature of the business to be discussed. No person, without leave of the Committee shall speak for no longer than 10 minutes.

- 78.2. Each Standing Committee shall diligently pursue its duties and shall report to Council on every matter and motion coming before it within its Terms of Reference and jurisdiction.
- 78.3. When a point of order is raised or when a member is called to order in a Committee, the same procedure shall be adopted as in Council, except that the question shall be decided by the Committee Chair, subject to an appeal to the members of the Committee.
- 78.4. When an Ad Hoc Committee has completed its work and submitted its final report, it dissolves automatically, unless otherwise directed by the Council.
- 78.5. The Department Head or an employee of the Department designated by the Department Head, shall act as Secretary to the Committee to which he/she is responsible and he/she is to prepare the agenda in consultation with the Department Head and Committee Chairperson and shall also prepare the meeting minutes.
- 78.6. The Secretary of the Standing Committee shall be responsible to its department head or the Chief Administrative Officer if the secretary is the department head. No individual member of a committee shall give directions directly to staff.

79. MINUTES AND RECOMMENDATIONS OF COMMITTEES

- 79.1. Each Standing Committee shall submit its recommendations in the form of a written report to Council at a Committee of the Whole for further discussion, or at a Council meeting for consideration.
- 79.2. The Chairman or representative of the Committee may be called upon to further explain the recommendation.
- 79.3. Minutes of committees shall be submitted to Council for information purposes, once approved by the Committee.

80. VACANCY ON COMMITTEES AND BOARDS

- 80.1. Should any member of a Committee fail to attend three (3) consecutive regular or special meetings without being excused by the Committee, the Committee may certify such failure and the membership of such person on the Committee may be terminated and the Mayor may appoint another member to fill the vacancy, subject to the member's acceptance.
- 80.2. Should a member of a Committee or Board die, resign or be otherwise disqualified, the Council shall, by resolution, declare his/her seat vacant and, upon the recommendation of the Mayor, appoint another member to fill the vacancy, subject to the member's acceptance.
- 80.3. Should any Committee neglect or refuse to give due attention to any matter before it, the Council may by resolution, discharge such Committee and appoint another Committee in its place.
- 80.4. Should the Chair of any Committee neglect or refuse to call meetings necessary to conduct the business of the Committee, or he/she conducts the business of the committee without the knowledge or consent of its members, or contrary to their wishes or sanction, the Committee may report such neglect, refusal or action to the Mayor, who may remove such Chair from office and appoint another member as Chair, subject to the member's acceptance.

PART XIII – GENERAL PROVISIONS

81. RECORDING EQUIPMENT

- 81.1. At the meetings of Council only, the use of cameras, electric lighting equipment, flash bulbs, recording equipment, television cameras and any other device of a mechanical, electronic or similar nature used for transcribing or recording proceedings by auditory or visual means by members of the public, including accredited and other representatives of any new media whatsoever, may be permitted as long as it does not interfere with the proceedings and shall be subject to the approval and/or direction of the Mayor unless otherwise decided by the Council.

82. NOTICE OF COUNCIL AND COMMITTEE MEETINGS

- 82.1. The Corporation of the City of Clarence-Rockland will provide notice of Council meetings and committee meetings by posting a meeting schedule on the city's website at www.clarence-rockland.com. Notices of special meetings will be posted on the city's website and on the bulletin board in the main lobby of the City Hall and whenever possible, sent to local media via electronic mail.

83. EXECUTION OF DOCUMENTS

83.1. Whenever the execution of any document is required to give effect to any resolution or by-law of the Municipality, the Mayor and the Clerk have general authority for and in the name of the Municipality to execute and to affix the seal of the Municipality to such documents.

84. AMENDMENT OR REPEAL

84.1. No amendment or repeal of this by-law or any part thereof shall be considered at any meeting of the Council unless notice of the proposed amendment or repeal is given as prescribed in the City's Notice By-law, and the waiving of the notice is prohibited.

85. REPEAL

85.1. That the City of Clarence-Rockland By-law No. 2012-165 as amended, is hereby repealed.


86. EFFECT

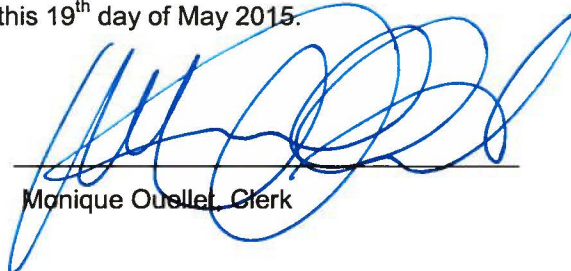
86.1. This by-law will come in full force and effect on the 1st day of June 2015.

87. SHORT TITLE

87.1. This By-law may be referred to as the "Procedure By-Law".

Read a first, second and third time and passed this 19th day of May 2015.


Guy Desjardins, Mayor


Monique Ouellet, Clerk

SCHEDULE A1 -DELEGATION REQUESTS

Pursuant to Council Procedural's By-law, all delegations must address Council at a Committee of the Whole meeting. Committee of the Whole meetings are held on the first and third Monday of every month at 8:00 p.m. In the event that such day is a holiday, Council shall meet at the same hour on the next following day, which is not a public or civic holiday, unless otherwise provided by resolution of Council. **There is no Committee of the Whole meeting in July and in January the meeting is held on the second and fourth Monday of the month.** Delegations are limited to a maximum of ten minutes.

How to make a delegation request

1. Anyone desiring to address the Council shall complete the attached form and submit it to the Clerk at least seven (7) days prior to the Committee of the Whole meeting. If a request form is received late or if the Agenda is deemed full, the Request Form shall be considered for the next Committee of the Whole meeting.
2. Related or background information shall also be provided with the request form at least seven (7) days prior to the Committee of the Whole meeting and will be included in Council's package for their review before the meeting.

At the meeting

Public delegations are always the first item on the Committee of the Whole agenda. The Mayor will invite delegations to the podium to speak on their issues. Delegation presentations are limited to 10 minutes. Following the presentation, the Mayor and Councillors may ask questions to the delegation. Upon closure of the discussion, Council may direct staff to prepare a resolution for their consideration at a future Council meeting or refer the item to the appropriate department and/or committee for further input or advice.

Important information about public meetings held under the Planning Act

Public meetings held under the Planning Act, give property owners/residents the opportunity to voice opinions or comments regarding an application for the approval of:

1. Zoning By-law Amendments
2. Official Plan Amendments
3. Plans of Subdivision or Condominium.

Such public meetings are generally held and scheduled during an Infrastructure, Planning and Public Utilities Standing Committee meeting with notice given to immediate area residents. Under the *Planning Act*, if you do not express your views at the Public meeting or in writing to the Clerk's Department before or during the public meeting, the Ontario Municipal Board (OMB) may refuse your request for referral (objection) or dismiss all or part of your appeal without holding a hearing. In light of the above, delegation requests regarding any aspect of an official plan amendment, zoning by-law amendment or plans of subdivisions or condominiums will not be accepted between the conclusion of a Public meeting and Final Reading of the By-law.

Schedule A2 -DELEGATION REQUEST FORM

Date of request:		Council Meeting Date Request:	
Applicant name (and title if applicable):			
Organization (if applicable):			
Address:			
Tel. # of contact person:			
Email:			
Subject of presentation:			
Purpose of presentation:	NB:If requesting action of Council, clearly describe what you are asking for below or on a separate sheet. <input type="checkbox"/> information only <input type="checkbox"/> requesting funding <input type="checkbox"/> requesting letter of support <input type="checkbox"/> other (provide details below)		
Name of individual(s) making presentation:	1. 2.		
Will you be providing supporting documentation:	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes (please complete): <input type="checkbox"/> PowerPoint presentations (one electronic copy in PowerPoint format must be submitted with this request) <input type="checkbox"/> publication in agenda (one original or electronic copy must be submitted with this request) <input type="checkbox"/> handouts at meeting (bring at least 11 copies)		
Technical requirements needed:	<input type="checkbox"/> projector <input type="checkbox"/> other (provide details)		
I understand and agree to these procedures for delegations and agree to abide by them.			
Signature _____ Date: _____			

SCHEDULE B1 -COMMITTEE OF THE WHOLE

Membership: The Committee of the Whole shall consist of all members of Council.

Committee Role: The Committee of the Whole allows members of Council to deal with matters in a less formal manner than at a Regular Council meeting. Matters are not formally adopted but recommendations are made to a subsequent meeting of Council at which time the recommendations of the Committee are normally adopted and acted on.

Responsibilities: The Committee of the Whole will act as a sounding board for various issues and proposals submitted by staff, committees and/or the general public.

The Committee will:

- review proposed changes to policies/by-laws of the municipality;
- provide feedback and general direction to staff on issues that will require Council approval;
- receive presentations from staff and/or groups and individuals on matters of interest to the municipality;
- review other matters referred to the Committee.

Meetings: Meetings shall be held at 8:00 p.m. on the first and third Monday of each month except in the month of July where there will be no meeting. In the month of January, the meeting shall be held on the second and fourth Monday of the month.

Support Staff: The Clerk shall be responsible to provide administrative support staff to assist in the preparation of the agendas, minutes and recommendations of the Committee.

SCHEDULE B2 –PLANNING

- Membership:** The Planning Committee shall consist of three members of Council and two member of the community. All appointments to the committee shall be for a term of one year, beginning on December 1st and ending on November 30th. The term may be extended at the discretion of the Mayor.
- Committee Role:** The primary role of the committee is to review official plan and zoning by-law amendment applications. The secondary role is to provide guidance and input on planning policies, subdivision applications, planning standards and special planning studies.
- Responsibilities:** To review and provide recommendations to the Council on land development regulations and policy and specific land development applications, including, but not limited to, the following:
- Official plan;
 - Zoning by-law;
 - Subdivision plans;
 - Planning studies
 - Other matters referred to the Committee by Council, the department head, and/or the Chief Administrative Officer
- Meetings:** Meetings shall be held at 7:00 pm on the first Wednesday of each month except in the month of July where there will be no meeting. In the month of January, the meeting shall be held on the second Wednesday of the month.
- Support Staff:** The Clerk shall be responsible to provide administrative support staff to assist in the preparation of the agendas, minutes and recommendations of the Committee.
- Reporting:** The Planning Committee shall submit its recommendations in the form of a written report to Council at a Committee of the Whole meeting for further discussion, or at a Council meeting for consideration.

SCHEDULE 'C' – Floor of Council

TABLE OF CONTENTS

1. RULES OF PROCEDURE – (SUSPENSION OF).....1

2. DEFINITIONS.....1

PART II – DUTIES OF THE MAYOR.....4

3. MAYOR’S DUTIES4

4. PARTICIPATION OF THE MAYOR IN DEBATE.....4

5. COUNCIL MEMBERS’ DUTIES5

PART IV – FOLLOWING AN ELECTION.....5

6. ORIENTATION SESSION5

7. INAUGURAL MEETING5

8. AGENDA - INAUGURAL MEETING.....5

PART V – COUNCIL.....5

9. REGULAR MEETINGS.....5

10. SPECIAL MEETINGS6

11. EMERGENCY MEETING6

12. PLACE OF MEETING.....6

13. CANCELLATION OF MEETINGS6

14. SEATING AT THE COUNCIL TABLE.....7

15. MEETINGS OPEN TO PUBLIC.....7

16. CLOSED MEETINGS7

17. PROCEDURE – CLOSED MEETING7

18. COMMENCEMENT OF MEETING.....8

19. ABSENCE OF THE MAYOR OR REFUSAL OF THE MAYOR TO PRESIDE8

20. NO QUORUM AT BEGINNING OF THE MEETING.....8

21. UNFINISHED BUSINESS – QUORUM LOST.....8

22. CURFEW8

23. COUNCIL CHAMBERS8

24. LEAVING CHAMBERS ON ADJOURNMENT8

PART VI – ORDER OF PROCEEDINGS – AGENDA AND MINUTES.....9

25. COUNCIL MEETING AGENDA.....9

26. DELIVERY OF THE AGENDA TO THE MEMBERS AND PUBLIC.....10

27. MINUTES10

28. DELEGATIONS.....11

29. RULES OF ORDER AND DECORUM11

PART VII – RULES OF CONDUCT AND DEBATE.....11

30.	ADDRESS THE MAYOR	11
31.	ORDER OF SPEAKING	11
32.	CONDUCT OF MEMBERS.....	11
33.	PRIVILEGE	12
34.	POINTS OF ORDER	12
35.	MEMBERS SPEAKING.....	12
36.	MOTION READ.....	12
37.	TIME LIMITED.....	12
38.	MOTION PUT – NO FURTHER DEBATE	13
	PART VIII – VOTING DURING COUNCIL MEETINGS	13
39.	SECRET BALLOT	13
40.	ALL MEMBERS VOTE.....	13
41.	UNRECORDED VOTE	13
42.	DIVISION OF THE MOTION	13
43.	RECORDED VOTE.....	13
44.	DISPUTING VOTE	13
45.	TIE VOTE.....	13
46.	VOTING.....	13
47.	TWO-THIRDS VOTE	14
48.	DISCLOSURES OF PECUNIARY INTEREST	14
	PART IX – COMMITTEE OF THE WHOLE	14
49.	PROCEDURE.....	14
50.	COMMITTEE OF THE WHOLE MEETINGS	14
51.	AGENDA – COMMITTEE OF THE WHOLE.....	15
	PART X – RESOLUTIONS AND MOTIONS	16
52.	READING	16
53.	REQUEST FOR PERMISSION TO WITHDRAW OR MODIFY A MOTION	16
54.	NO DEBATE UNTIL READ.....	16
55.	MOTIONS RULED OUT OF ORDER	16
56.	MOTIONS.....	16
57.	ORDER OF CONSIDERATION	17
58.	POSTPONE INDEFINITELY	17
59.	AMENDMENT	17
60.	MOTION TO REFER.....	17
61.	MOTION TO POSTPONE (DEFER) TO A CERTAIN TIME	18
62.	CLOSE DEBATE (PUT THE MOTION TO A VOTE)	18
63.	POSTPONE TEMPORARILY (MOTION TO LAY ON THE TABLE).....	18

64.	NOTICE OF MOTION.....	18
65.	DISPENSING WITH NOTICE.....	19
66.	RECONSIDERATION	19
67.	AMEND OR RESCIND A PREVIOUS DECISION	19
68.	MOTION TO ADJOURN.....	19
	PART XI – BY-LAWS	20
69.	READING OF BY-LAWS AND RELATED PROCEEDINGS	20
	PART XII – COMMITTEES.....	20
70.	PROCEDURE.....	20
71.	ESTABLISHMENT/APPOINTMENT OF COMMITTEE MEMBERS.....	20
72.	MAYOR EX OFFICIO.....	20
73.	STANDING COMMITTEE	20
74.	COUNCIL REPRESENTATION TO LIAISE WITH DEPARTMENTS	20
75.	TERMS OF REFERENCE.....	20
76.	QUORUM	21
77.	MEETINGS – STANDING COMMITTEES.....	21
78.	GENERAL PROVISIONS FOR COMMITTEES	21
79.	MINUTES AND RECOMMENDATIONS OF COMMITTEES.....	22
80.	VACANCY ON COMMITTEES AND BOARDS.....	22
	PART XIII – GENERAL PROVISIONS	22
81.	RECORDING EQUIPMENT.....	22
82.	NOTICE OF COUNCIL AND COMMITTEE MEETINGS	22
83.	EXECUTION OF DOCUMENTS	23
84.	AMENDMENT OR REPEAL.....	23
85.	REPEAL.....	23
86.	EFFECT	23
87.	SHORT TITLE.....	23
	SCHEDULE A1 -DELEGATION REQUESTS.....	24
	SCHEDULE B1 -COMMITTEE OF THE WHOLE.....	26
	SCHEDULE B2 –PLANNING.....	27
	SCHEDULE ‘C’ – Floor of Council.....	28

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
BY-LAW 2016-142**

BEING A BY-LAW TO AMEND THE PROCEDURE BY-LAW NO. 2015-56

WHEREAS Council adopted by-law 2015-56 on the 19th day of May 2015; and

WHEREAS it is deemed expedient to amend the said By-law no. 2015-56, as per resolution 2016-139 adopted at the Special Council meeting of July 28th, 2016 and further to discussions held in Committee of the Whole on October 3, 2016;

NOW THEREFORE the Council of the Corporation of the City of Clarence-Rockland enacts the following:

1. THAT By-law No. 2015-56 be amended by:

1.1 Replacing the article 9.1 with the following:

"The regular meetings of Council will be held on the first and third Monday of every month, except during the month of July when there will be no regular meetings. In the month of January, the Council meeting shall be held on the second and fourth Monday. All meetings shall be scheduled for 7:15 p.m., however when a closed session is planned, the closed session may be held prior to 7:15 p.m., but not earlier than 6:00 p.m. Notice that the closed session will be held prior to 7:15 p.m. shall be posted on the city's website, the city's bulletin board and on the agenda. Except for opening the meeting, approving the agenda, obtaining declarations of pecuniary interest and the holding of a closed session, all other matters on the agenda shall not be addressed prior to 7:15 p.m. In the event that such day is a holiday, Council shall meet on the following Wednesday, unless otherwise provided by resolution of the Council. Meetings of Council shall be held in the Council Chambers, unless otherwise decided upon by the majority of Council."

1.2 Replacing article 9.3 with the following:

"Prior to the end of each calendar year, the Clerk shall prepare and distribute a regular public meeting schedule for the incoming year, which shall be approved by Council. The schedule shall incorporate any necessary adjustments, including but not limited to public or civic holidays, March Break and scheduled conferences. When the day for a regular meeting is a holiday, the schedule shall incorporate any

necessary adjustments to the meeting dates. The meeting shall be held on the next Wednesday immediately following the holiday."

2. THAT By-law no. 2016-121 be and is hereby repealed;
3. THAT this by-law shall come in full force and effect on the 1st day of January 2015.

READ, DONE AND PASSED IN OPEN COUNCIL THIS 17th DAY OF OCTOBER 2016.



Guy Desjardins, Mayor



Monique Ouellet, Clerk

Légende	
	Conférences (OGRA, ROMA, AMO, FCM)
	jours de congé / fériés / semaine de relâche
	Réunion régulière/plénière (selon règlement de procédure)
	Comité d'aménagement (selon règlement procédures)

Janvier						
Dimanche	Lundi	Mardi	Mercredi	Jeudi	Vendredi	Samedi
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Février						
Dimanche	Lundi	Mardi	Mercredi	Jeudi	Vendredi	Samedi
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

Mars						
Dimanche	Lundi	Mardi	Mercredi	Jeudi	Vendredi	Samedi
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Légende	
	Conférences (OGRA, ROMA, AMO, FCM)
	jours de congé / fériés / semaine de relâche

	Réunion régulière/plénière (selon règlement de procédure)					
	Comité d'aménagement (selon règlement procédures)					
Avril						
Dimanche	Lundi	Mardi	Mercredi	Jeudi	Vendredi	Samedi
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
Mai						
Dimanche	Lundi	Mardi	Mercredi	Jeudi	Vendredi	Samedi
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Juin						
Dimanche	Lundi	Mardi	Mercredi	Jeudi	Vendredi	Samedi
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Légende						
	Conférences (OGRA, ROMA, AMO, FCM)					
	jours de congé / fériés / semaine de relâche					
	Réunion régulière/plénière (selon règlement de procédure)					
	Comité d'aménagement (selon règlement procédures)					

Juillet						
Dimanche	Lundi	Mardi	Mercredi	Jeudi	Vendredi	Samedi
pas de réunions						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Août						
Dimanche	Lundi	Mardi	Mercredi	Jeudi	Vendredi	Samedi
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Septembre						
Dimanche	Lundi	Mardi	Mercredi	Jeudi	Vendredi	Samedi
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Légende						
	Conférences (OGRA, ROMA, AMO, FCM)					
	jours de congé / fériés / semaine de relâche					
	Réunion régulière/plénière (selon règlement de procédure)					
	Comité d'aménagement (selon règlement procédures)					

Octobre						
Dimanche	Lundi	Mardi	Mercredi	Jeudi	Vendredi	Samedi

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Novembre						
Dimanche	Lundi	Mardi	Mercredi	Jeudi	Vendredi	Samedi
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Décembre						
Dimanche	Lundi	Mardi	Mercredi	Jeudi	Vendredi	Samedi
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					



Calendrier des réunions de conseil

Année 2018

Date des réunions	Heure	Type de réunion	Échéance des rapports*
Lundi 15 janvier	19h15	Régulière	8 janvier 2018
Lundi 15 janvier	20h	Plénière	8 janvier 2018
Mercredi 17 janvier	19h	Aménagement	8 janvier 2018
Lundi 5 février	19h15	Régulière	29 janvier 2018
Lundi 5 février	20h	Plénière	29 janvier 2018
Mercredi 7 février	19h	Aménagement	29 janvier 2018
Mercredi 21 février	19h15	Régulière	12 février 2018
Mercredi 21 février	20h	Plénière	12 février 2018
Lundi 5 mars	19h15	Régulière	26 février 2018
Lundi 5 mars	20h	Plénière	26 février 2018
Mercredi 7 mars	19h	Aménagement	26 février 2018
Mercredi 21 mars	19h15	Régulière	12 mars 2018
Mercredi 21 mars	20h	Plénière	12 mars 2018
Mercredi 4 avril	19h15	Régulière	26 mars 2018
Mercredi 4 avril	20h	Plénière	26 mars 2018
Jeudi 5 avril	19h	Aménagement	26 mars 2018
Lundi 16 avril	19h15	Régulière	9 avril 2018
Lundi 16 avril	20h	Plénière	9 avril 2018
Mercredi 2 mai	19h	Aménagement	23 avril 2018
Lundi 7 mai	19h15	Régulière	30 avril 2018
Lundi 7 mai	20h	Plénière	30 avril 2018
Mercredi 23 mai	19h15	Régulière	14 mai 2018
Mercredi 23 mai	20h	Plénière	14 mai 2018
Lundi 4 juin	19h15	Régulière	28 mai 2018
Lundi 4 juin	20h	Plénière	28 mai 2018
Mercredi 6 juin	19h	Aménagement	28 mai 2018
Lundi 18 juin	19h15	Régulière	11 juin 2018
Lundi 18 juin	20h	Plénière	11 juin 2018
pas de réunions en juillet			

*Les rapports finaux comportant **toutes les approbations** doivent être remis au plus tard **à midi** le jour de la date d'échéance indiquée ci-haut

Date des réunions	Heure	Type de réunion	Échéance des rapports*
Mercredi 1 août	19h	Aménagement	23 juillet 2018

Lundi 13 août	19h15	Régulière	7 août 2018
Lundi 13 août	20h	Plénière	7 août 2018
Lundi 27 août	19h15	Régulière	20 août 2018
Lundi 27 août	20h	Plénière	20 août 2018
Mercredi 5 sept.	19h	Aménagement	27 août 2018
Lundi 10 sept.	19h15	Régulière	4 sept. 2018
Lundi 10 sept.	20h	Plénière	4 sept. 2018
Lundi 24 sept.	19h15	Régulière	17 sept. 2018
Lundi 24 sept.	20h	Plénière	17 sept. 2018
Mercredi 3 octobre	19h	Aménagement	24 sept. 2018
Mercredi 10 octobre	19h15	Régulière	1er octobre 2018
Mercredi 10 octobre	20h	Plénière	1er octobre 2018
Lundi 5 novembre	19h15	Régulière	29 octobre 2018
Lundi 5 novembre	20h	Plénière	29 octobre 2018
Mercredi 7 nov.	19h	Aménagement	29 octobre 2018
Lundi 19 novembre	19h15	Régulière	12 nov. 2018
Lundi 19 novembre	20h	Plénière	12 nov. 2018
Lundi 3 décembre	19h15	Régulière	26 nov. 2018
Lundi 3 décembre	20h	Plénière	26 nov. 2018
Mercredi 5 décembre	19h	Aménagement	26 nov. 2018
Lundi 17 décembre	19h15	Régulière	10 déc. 2018
Lundi 17 décembre	20h	Plénière	10 déc. 2018

Les rapports finaux comportant **toutes les approbations doivent être remis au plus tard **à midi** le jour de la date d'échéance indiquée ci-haut*



RAPPORT N° LOI2017-11-02

Date	Le 26 octobre 2017
Soumis par	Pierre Boucher
Objet	Politiques Service de garderies
# du dossier	A09 POL

1) **NATURE / OBJECTIF :**

Le Service de Garderies de la Cité de Clarence-Rockland a la responsabilité de formuler des politiques et procédures afin de rencontrer les normes du Ministère de l'Éducation, du Bureau de Santé, des Services Sociaux des Comtés Unis de Prescott Russell et du service lui-même.

Les politiques et procédures peuvent être modifiées par le Ministère, les partenaires et/ou le service afin de répondre aux nouveaux critères et aux changements évolutifs du service. Être conforme avec les politiques et procédures permet d'harmoniser le bon fonctionnement et l'uniformité de la gestion du service et être reconnu par le Ministère pour opérer un service de garde licencié.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

Le processus antérieur était de présenter les politiques et procédures au conseil municipal pour approbation.

3) **RECOMMANDATION DU SERVICE:**

QUE le Comité plénier recommande au conseil municipal d'autoriser le Directeur des Services communautaires à approuver les politiques et procédures du Service de Garderies de la Cité Clarence-Rockland, tel que recommandé au rapport LOI2017-11-02.

WHEREAS the Committee of the Whole hereby recommends that Council authorizes the Director of Community Services to approve the policies and procedures of the Daycare Services of the City of Clarence-Rockland, as recommended in report LOI2017-11-02.

4) **HISTORIQUE :**

L'Administration du Service de Garderies a toujours rédigé les politiques et procédures afin de rencontrer les normes établies et assurer la livraison du service de garde licencié. Ces politiques et procédures étaient approuvées par le conseil municipal.

5) **DISCUSSION :**

N/A

6) **CONSULTATION :**

N/A

7) **RECOMMANDATION OU COMMENTAIRES DU COMITÉ :**

N/A

8) **IMPACT FINANCIER (monétaire/matériaux/etc.):**

Il n'y aura aucun impact financier relatif aux politiques et procédures.

9) **IMPLICATIONS LÉGALES :**

Certaines politiques et procédures doivent être approuvées par le Ministère de l'Éducation avant d'être mises en œuvre.

10) **GESTION DU RISQUE (RISK MANAGEMENT) :**

N/A

11) **IMPLICATIONS STRATÉGIQUES :**

Les politiques et procédures doivent rencontrer les normes et refléter le besoin administratif et pratique du service de garde. Nous devons donc prévoir des modifications afin de maintenir les politiques et procédures à jour.

12) **DOCUMENTS D'APPUI:****ANNEXE « A »** - Politiques du Ministère

1. Pratiques interdites
2. Mesure en cas de contravention
3. Politique et procédures dans l'aire de jeu
4. Relevés des antécédents criminels (secteur vulnérable)
5. Supervision des bénévoles et étudiants
6. Incidents graves/ Disparition d'un enfant non retrouvé
7. Loi de Sabrina (allergie anaphylactique)
8. Supervision du sommeil
9. Liste d'attente
10. Immunisation
11. Pratiques sanitaires
12. Changement de couche
13. Administration de médicament
14. Gestion de situations d'urgence
15. Mise en œuvre de l'énoncé de programme

16. Formation et perfectionnement du personnel
17. Communication des clients

ANNEXE « B » - Politique du Service de Garderies

1. Protocole d'arrivée et de départ des enfants
2. Registre quotidien
3. Procédure de rinçage d'eau
4. Téléphone cellulaire et smartphones
5. Morsure d'un enfant
6. Plan de contrôle lors de la transition des enfants
7. Plan de soutien individuel
8. Comptes-Clients

CORPORATION de la Cité de / of the City of Clarence-Rockland		Politique <i>Policy No.:</i>	GAR2017-02
		Sujet <i>Subject:</i>	Politique Pratiques interdites/ Prohibited practices
		Categorie <i>Category:</i>	Service de Garderies/ Day care Services
Date:	Juin/June 2017	Résolution <i>Resolution No:</i>	2017
Auteur <i>Author:</i>	Pierre Boucher	Règlement <i>By-law No:</i>	2017-

1.0 Énoncé de politique

1.0 Policy Statement

Établir une politique de Gestion de Comportement conformément aux exigences de la <i>Loi 2014 sur la garde d'enfants et la petite enfance</i> , du Ministère de l'Éducation, tel que modifié.	To establish the Behaviour Management Policy required By Law in the <i>Child Care and Early Years Act 2014</i> , by the Ministry of Education, as modified.
---	---

2.0 But/Objectif

2.0 Purpose/Objective

Dans la Sous-Section 5.6 – Les Pratiques Interdites de la <i>Loi 2014 sur la garde d'enfants et la petite enfance</i> , le Ministère de l'Éducation requiert que le Service de Garderies établisse une politique visant à établir les lignes directrices pour les employés travaillant avec les enfants dans un service de garde.	In the Sub-Section 5.6 – Prohibited Practices of the <i>Child Care and Early Years Act, 2014</i> , the Ministry of Education requires that the Daycare Services establish a policy aiming to establish guidelines for daycare employees working with children.
---	--

3.0 Définitions

3.0 Definitions

“PRATIQUES INTERDITES” Lignes directrices dont les employés du Service de Garderies doivent suivre en tout temps.	“PROHIBITED PRACTICES” Daycare Services employees guidelines to be followed at all time.
---	--

4.0 Portée

4.0 Scope

Cette politique s'applique à tous les employé(e)s affectés au Service de Garderies de la Cité de Clarence-Rockland.	This policy will apply to all employees that are affected in the Daycare Services of the City of Clarence-Rockland.
---	---

5.0 Procédures et ligne directrices

5.0 Policy Procedure/Guidelines

5:01 Il est interdit d'infliger un châtiment corporel à un enfant, ou de permettre un autre enfant ou groupe	5:01 It is forbidden to inflict corporal punishment on a child, or allowing another child or group of children
---	---

<p>d'enfants d'infliger un châtement corporel à un enfant.</p> <p>5:02 Il est interdit de restreindre physiquement un enfant, notamment en l'immobilisant dans une chaise haute, un siège d'auto, une poussette ou un autre dispositif à des fins disciplinaires ou pour remplacer la surveillance, sauf si la contention physique vise à empêcher l'enfant de se faire mal ou de faire mal à quelqu'un d'autre et n'est utilisée qu'en dernier recours et uniquement jusqu'à ce que tout risque de blessure cesse d'être imminent.</p> <p>5:03 Il est interdit de verrouiller les accès de sortie de la garderie, d'une salle, d'une aire de jeu ou d'une structure dans le but d'enfermer ou d'isoler un enfant du groupe d'enfants sans la supervision d'un adulte, sauf si cette mesure est prise lors d'une situation d'urgence et qu'elle est prévue dans les politiques et procédures relatives à la gestion des situations d'urgence établies par le Service de Garderies.</p> <p>5:04 Il est interdit de prendre des mesures délibérément sévères ou dégradantes, faire des menaces ou utiliser un langage désobligeant susceptible d'humilier un enfant, de lui faire peur ou de porter atteinte à sa dignité ou à son estime de soi.</p> <p>5:05 Il est interdit de priver un enfant de ses besoins fondamentaux tel que la nourriture, les breuvages,</p>	<p>from corporal punishment to a child.</p> <p>5:02 It's forbidden to physically restrain the child, such as confining the child to a high chair, car seat, stroller or other devices for the purposes of discipline or in lieu of supervision, unless the physical restraint is for the purpose of preventing a child from hurting himself, herself or someone else, and is used only as a last resort and only until the risk of injury is no longer imminent.</p> <p>5:03 It's forbidden to lock the exits of the child care centre or home child care premises for the purpose of confining the child, or confining the child in an area or room without adult supervision, unless such confinement occurs during an emergency and is required as part of the Daycare Services licensee's emergency management policies and procedures.</p> <p>5:04 It's forbidden to use harsh or degrading measures or threats or use of derogatory language directed at or used in the presence of a child that would humiliate, shame or frighten the child or undermine his or her self-respect, dignity or self-worth.</p> <p>5:05 It's forbidden to deprive the child of basic needs including food, drink, shelter, sleep, toilet use, clothing or bedding.</p>
---	---

<p>l'abri, l'habillement, le sommeil, l'utilisation de la toilette et la literie.</p> <p>5:06 Il est interdit d'infliger des dommages corporels à un enfant, notamment en le faisant manger ou boire contre son gré.</p> <p>6:00 MESURES DISCIPLINAIRES AUTORISÉES</p> <p>6:01 Une mesure disciplinaire doit être relative à la nature du comportement de l'enfant.</p> <p>6:02 Une mesure disciplinaire doit être appropriée au niveau de développement de l'enfant.</p> <p>6:03 Une mesure disciplinaire doit être utilisée de manière positive et consistante.</p> <p>6:04 Une mesure disciplinaire doit être utilisée dans le but d'assister l'enfant à apprendre un comportement approprié.</p> <p>6:05 Une mesure disciplinaire doit être utilisée dès que le comportement inacceptable de l'enfant se produit.</p> <p>6:06 Une mesure disciplinaire doit être discutée avec le parent lorsque le comportement donne suite à des situations difficiles.</p> <p>7:00 RESPONSABILITÉS</p> <p>La politique de Contravention s'appliquera lorsque la superviseure ou chef d'équipe ou gérante observera ou</p>	<p>5:06 It's forbidden to inflict any bodily harm on children including making children eat or drink against their will.</p> <p>6:00 AUTHORIZED DISCIPLINARY MEASURES</p> <p>6:01 A disciplinary measure has to relate to the nature of the behaviour of the child.</p> <p>6:02 A disciplinary measure must be appropriate to the level of development of the child.</p> <p>6:03 A disciplinary measure must be used in a positive and consistent manor.</p> <p>6:04 A disciplinary measure must be used to assist a child in understanding the appropriate behaviour.</p> <p>6:05 A disciplinary measure must be used as soon as the child unacceptable behaviour occurs.</p> <p>6:06 A disciplinary measure must be discussed with the parents when inappropriate behaviour occurs followed by a difficult situation.</p> <p>7:00 RESPONSIBILITIES</p> <p>The Contravention policy will apply when the supervisor, crew leader or manager will observe or will be</p>
---	--

<p>sera informée qu'un employé, bénévole ou étudiant n'a pas suivi la politique de Gestion de Comportement.</p> <p>8:00 MESURES DE GESTION DE COMPORTEMENT</p> <p>La direction du Service de Garderies est responsable d'observer les employé(e)s lors de leurs échanges et interventions avec les enfants.</p> <p>La Gestion de Comportement des employé(e)s sera étudiée aux réunions avec le personnel deux fois par année minimum.</p> <p>La présente politique a été expliquée, lue et acceptée par:</p>	<p>informed that an employee, volunteer or student did not follow the Behavior Management policy.</p> <p>8:00 BEHAVIOUR MANAGEMENT MEASURES</p> <p>The Direction of the Daycare Services is responsible to observe his/her employees during the exchanges and interventions with the children.</p> <p>The Behaviour Management Policy of the employees will be studied during our staff meetings twice a year.</p> <p>The following policy was explained, read and accepted by:</p>
<p>_____ Signature</p> <p>_____ Date</p>	<p>_____ Signature</p> <p>_____ Date</p>

Review and Amendments

<i>Date:</i>	<i>Révisé par : / Reviewed by:</i>	<i>Rapport No. / Staff Report No.</i>

CORPORATION de la Cité de / of the City of Clarence-Rockland		Politique <i>Policy No.:</i>	GAR2017-06
		Sujet <i>Subject:</i>	Mesures en cas de contravention/ Prohibited practices
		Categorie <i>Category:</i>	Service de Garderies/Daycare Services
Date:	Juin/June 2017	Résolution <i>Resolution No:</i>	
Auteur <i>Author:</i>	Pierre Boucher	Règlement <i>By-law No:</i>	2017-

1.0 Énoncé de politique

Établir une politique et des procédures de contrôle des observations et en cas de contravention pour rencontrer les politiques et procédures du Service de Garderies et du Ministère de l'Éducation.

1.0 Policy Statement

Establish a policy and procedure for the control of compliance and in the event of contravention to meet the policies and procedures of the Daycare Services and the Ministry of Education.

2.0 But/Objectif

Dans la Sous-Section 6.6 – Pratiques Interdites de la *Loi 2014 sur la garde d'enfants et la petite enfance*, le Ministère de l'Éducation requiert que le Service de Garderies établisse les mesures prévues pour le contrôle des observations et en cas de contravention aux politiques et procédures pour faire comprendre au personnel du Service de Garderies que les exigences n'ont pas été respectées et qu'il y a potentiellement des progrès à faire.

2.0 Purpose/Objective

In Sub-Section 6.6 - Prohibited Practices of the *Child Care and Early Years Act, 2014*, the Ministry of Education requires that the Daycare Services establish the measures for the control of compliance and in case of contravention of policies and procedures to make it clear to the daycare staff that the requirements have not been met and that there is potential progress to be made.

3.0 Définitions

La *Loi 2014 sur la garde d'enfants et la petite enfance*, Sous-Section 1.3 prévoit que le Service de Garderies écrit un processus concernant le contrôle de l'observation et des contraventions des employés, stagiaires et étudiants qui feront partie de l'équipe du service de garde.

3.0 Definitions

The *Child Care and Early Years Act, 2014*, Sub-Section 1.3, expect that the Daycare Services has a written process for monitoring compliance and contraventions for employees, volunteers and students that will be part of the daycare team.

4.0 Portée

Cette politique s'appliquera à tous les employés, bénévoles et étudiants du Service de Garderies.

4.0 Scope

This policy will apply to all employees, volunteers and students of the Daycare Services.

5.0 Procédures et ligne directrices

En ce qui a trait au contrôle des politiques :

- a) Cette disposition exige que la gérance du Service de Garderies, les employés, les bénévoles et les étudiants passent en revue les politiques et les procédures, ainsi que les plans individualisés qui concernent la prestation de services de garde pour mieux connaître leurs rôles et leurs responsabilités et être mieux outillés pour garantir la santé, la sécurité et le bien-être des enfants qui fréquentent le Service de Garderies de la Cité.
- b) La superviseure/chef d'équipe s'assure que les politiques et les procédures, ainsi que les plans individualisés seront revus une fois par année et/ou à chaque fois qu'une modification est apportée au document et/ou lorsqu'un employé est en contravention avec un des documents.
- c) Les signatures des employés, des bénévoles et des étudiants, ainsi que la date de la signature seront conservées dans le cartable «Vue d'ensemble» de chaque garderie pour l'année en cours et ensuite dans le classeur de la garderie pendant 3 ans.

La superviseure/chef d'équipe de chaque garderie est responsable de circuler dans les salles et faire des observations une fois par semaine. La superviseure/chef d'équipe prendra note de ses observations positives ainsi que des observations qui ne respectent pas les politiques et procédures du Service de Garderies, comme par exemple mais non limité à une pratique interdite, l'inobservation d'une procédure, la désinfection inadéquate d'une surface, un ton de voix inacceptable, etc. qui devront être discutées avec l'employé concerné.

Selon l'incident noté, la superviseure/chef d'équipe peut décider de rencontrer l'employé sur le champ ou d'en discuter lors de la rencontre mensuelle de l'équipe de la garderie.

5.0 Policy Procedures/Guidelines

With respect to the compliance of policies:

- a) This provision requires that the Daycare Services management, employees, volunteers and students review the policies and procedures, as well as individualized plans affecting the delivery of care to better know their roles and responsibilities in order to be better equipped to ensure the health, safety and well-being of the children who attend the Daycare Services of the City.
- b) The supervisor/crew leader ensures that the policies and the procedures, as well as the individualized plans will be reviewed once a year or/and whenever a change is made to the document or/and when an employee is in violation of one of the documents.
- c) The signatures of employees, volunteers and students, as well as the signature date will be kept in the binder 'Vue d'ensemble' of each daycare for the current year and then in the filing of the daycare for 3 years.

The supervisor/crew leader of each daycare is responsible for circulating in the rooms and making observations once a week. The supervisor/crew leader will take note of her positive observations as well as observations that do not respect the policies and procedures of the Daycare Services, such as, but not limited to a prohibited practice, non-compliance of a procedure, inadequate disinfection of a surface, unacceptable tone of voice, etc. which should be discussed with the concerned employee. Depending on the incident noted, the supervisor/crew leader may decide to meet with the employee on the spot or discuss it at the monthly daycare team meeting. The supervisor/crew leader should also

La superviseure/chef d'équipe doit également souligner, par exemple mais non limité : le beau travail, les interventions positives et les belles activités des employés lors de ces observations. Elle pourra choisir de le faire sur le champ ou lors de la rencontre mensuelle de l'équipe de la garderie.

Lorsqu'un employé, bénévole ou étudiant est en contravention des politiques et procédures établies par le Service de Garderies et/ou le Ministère de l'Éducation, l'individu sera convoqué à une réunion par son superviseure/chef d'équipe afin de discuter de la contravention et d'éliminer la pratique interdite.

Le but de la discussion sera de comprendre la raison du manquement de l'employé, bénévole ou étudiant et d'aider l'individu à s'améliorer pour qu'il soit capable de répondre aux attentes et aux exigences du Service de Garderies et du Ministère de l'Éducation. Les suggestions suivantes pourraient s'appliquer en cas de contravention :

- a) Mentorat par ses collègues de travail
- b) Révision des politiques et procédures en vigueur avec le superviseur ou chef d'équipe ou gérante
- c) Formation supplémentaire
- d) Rétroaction formelle de la gérance du Service de Garderies
- e) Suspension
- f) Mise à pied

Les mesures établies en cas de recours à une pratique interdite doivent suivre un ordre progressif et tenir compte de la gravité de la contravention et du nombre de contraventions précédentes de l'individu.

Un dossier confidentiel nommé « Cas de Contravention » sera gardé dans l'office de chaque garderie pour référence future; un formulaire identifiant la date de la pratique interdite, la description de la contravention, le nom de l'individu responsable de la contravention, ainsi que les mesures prises afin d'aider l'individu à répondre aux exigences du Service de Garderies sera conservé en filière

mention for example, but not limited to: the good work, the positive interventions and the wonderful activities of the employee during these observations. She may choose to do so on the spot or at the monthly meeting of the daycare team.

When an employee, volunteer or student is in violation of the policies and procedures established by the Daycare Services or the Ministry of Education, her supervisor/crew leader will request a meeting with the individual to discuss the contravention and to eliminate the prohibited practice.

The purpose of the discussion will be to understand the reason for the failure of the employee, volunteer or student and help the individual to improve in order to be able to meet the expectations and requirements of the Daycare Services and the Ministry of Education. The following suggestions may apply in case of contravention:

- (a) Mentoring by co-workers
- (b) Review of policies and procedures in effect with the supervisor or the crew leader or the manager
- (c) Additional training
- (d) Formal feedback of the Daycare Services management
- (e) Suspension
- (f) Lay-off

The measures laid down in the event of use of a prohibited practice should follow a progressive sequence and take into account the gravity of the contravention and the number of previous violations of the individual.

A confidential folder named "Cas de Contravention" will be kept in the office in each daycare for future reference; a form identifying the date of the prohibited practice, description of the contravention, the name of the individual responsible for the contravention, as well as the measures taken in order to help the individual to meet the requirements of the Daycare Services will be

pendant 3 ans, tel que requis par le Ministère de l'Éducation.	kept on file for 3 years, as required by the Ministry of Education.
--	---

Review and Amendments

<i>Date:</i>	<i>Révisé par : / Reviewed by:</i>	<i>Rapport No. / Staff Report No.</i>

CORPORATION <i>de la Cité de / of the City of</i> Clarence-Rockland		Politique <i>Policy No.:</i>	GAR2016-
		Sujet <i>Subject:</i>	Politique/Relevés des Antécédents criminels/ Criminal reference checks
		Categorie <i>Category:</i>	Service de Garderies/Daycare Services
Date:	Septembre/September 2017	Résolution <i>Resolution No.:</i>	
Auteur <i>Author:</i>	Pierre Boucher	Règlement <i>By-law No.:</i>	2017-

1.0 Énoncé de politique

1.0 Policy Statement

Établir la politique d'antécédents judiciaires pour secteur vulnérable et la déclaration d'infraction.

Establish the criminal reference checks for the vulnerable sector and the offence declaration policy.

2.0 But/Objectif

2.0 Purpose/Objective

Dans la Sous-Section 7 « Relevés des antécédents judiciaires » de la *Loi 2014 sur la garde d'enfants et la petite enfance*, le Ministère de l'Éducation requiert que le Service de Garderies établisse une politique visant le relevé des antécédents judiciaires pour secteur vulnérable et la déclaration d'infraction du personnel embauché pour travailler au Service de Garderies.

In the Sub-Section 7 « Criminal reference checks » of the *Child Care and Early Years Act, 2014*, the Ministry of Education requires that the Daycare Services establish a policy of the criminal reference check for the vulnerable sector and the offence declaration for the staff of the Daycare Services.

3.0 Définitions

3.0 Definitions

Relevé des antécédents judiciaires pour secteur vulnérable: effectué par un corps de police
Déclaration d'infraction: déclaration écrite, signée par un particulier, qui énumère toutes les infractions au *Code Criminel* (Canada) dont ce dernier a été reconnu coupable, le cas échéant, pendant la période précisée dans la déclaration.

Criminal reference check for the vulnerable sector: conducted by a police force
Offence declaration: written declaration signed by an individual that lists all of the individual's convictions for offences under the *Criminal Code* (Canada), if any, during the period specified in the declaration.

4.0 Portée

4.0 Scope

Cette politique s'appliquera à tous le personnel du Service de Garderies.

This policy will apply to all staff of the Daycare Services.

5.0 Procédures et ligne directrices

5.0 Policy Procedure/Guidelines

Une vérification d'antécédents criminels pour le secteur vulnérable, datée de moins de trois

A criminal reference check for the vulnerable sector, dated less than 3 months, will be

(3) mois, sera requise afin d'être en contact avec les enfants du Service de Garderies lors de l'embauche, d'un placement de stage ou de bénévolat. La vérification d'antécédents criminels pour le secteur vulnérable sera admissible pour les 5 années qui suivront la date d'émission.

Le Service de Garderies fournira la lettre officielle de la Cité de Clarence-Rockland ainsi que le formulaire de demande d'antécédents criminels pour le secteur vulnérable requis à l'individu lors de l'embauche, d'un placement de stage ou de bénévolat afin qu'il se rende à la station de police de son secteur pour présenter sa demande d'antécédents criminels pour le secteur vulnérable.

Aucun individu ne pourra être en contact avec les enfants du Service de Garderies si nous n'avons pas reçu sa vérification d'antécédents criminels pour le secteur vulnérable.

Lorsque l'administration du Service de Garderies reçoit la vérification d'antécédents criminels pour le secteur vulnérable d'un nouvel employé, d'un placement de stage ou de bénévolat, l'employé administratif doit dater et apposer son initial sur le document.

L'administration du Service de Garderies distribuera une copie de chaque vérification d'antécédents criminels pour le secteur vulnérable reçus dans chaque garderie de la Cité de Clarence-Rockland.

Il est entendu que chaque garderie est tenue de garder les déclarations d'infractions et les rapports d'antécédents criminels pour le secteur vulnérable dans le cartable « Antécédents criminels » qui seront classés *confidentiels* et ne seront utilisés que pour référence et preuve de réception des antécédents criminels pour le secteur vulnérable de chaque individu qui sera en contact avec les enfants.

Une copie de chaque vérification d'antécédents criminels pour le secteur vulnérable reçus sera également insérée dans la filière de l'employé au Service des Ressources Humaines de l'Hôtel de Ville de Clarence-Rockland.

Le Service de Garderies de Clarence-Rockland respectera le processus de l'obtention de la

required in order to be in contact with children in Daycare Services in hiring, placement internship or volunteer. The criminal reference checks for the vulnerable sector will be eligible for the 5 years following the date of issue.

The Daycare Services will provide the official letter of the City of Clarence-Rockland and the application form for a criminal reference check for the vulnerable sector required from the individual at the time of hiring, internship or volunteer placement so that he goes to the district police station to present the request of a criminal history for the vulnerable sector.

No individual may be in contact with children of the Daycare Services if we have not received his criminal reference check for the vulnerable sector.

When the administration of the Daycare Services receives the criminal reference check for the vulnerable sector of a new employee, of placement internship or volunteer, an administrative employee must date and sign his initial on the document.

The administration of the Daycare Services will distribute a copy of every criminal reference check for the vulnerable sector received in every daycare of the City of Clarence-Rockland.

Of course every daycare have to keep the offense declarations and the criminal reference checks for the vulnerable sector in the folder « Antécédents criminels » which will be classified *confidential* and will be used only for reference and proof of reception of the criminal histories for the vulnerable sector of every individual who will be in contact with the children.

A copy of every criminal reference check for the vulnerable sector received will also be inserted in the employees file in the Human Resources service of the City Hall of Clarence-Rockland.

The Daycare Services of Clarence-Rockland will respect the process of obtaining the

déclaration d'infraction tel que stipulé par *Loi 2014 sur la garde d'enfants et la petite enfance*, comme suit :

Pour les 4 années qui suivront, au plus tard 15 jours après la date d'anniversaire de la plus récente vérification d'antécédents criminels pour le secteur vulnérable, une déclaration d'infraction dûment complétée par chaque individu en contact avec les enfants du Service de Garderies doit être remise à l'administration du Service de Garderies.

Afin de s'assurer de respecter les délais prescrit des dates anniversaires des antécédents judiciaires, une grille électronique sera formatée et distribuée aux superviseurs/chefs d'équipes de chaque garderies. Un rappel sera remis aux employés 15 jours précédant la date anniversaire de la vérification d'antécédents criminels pour le secteur vulnérable, soit pour compléter une déclaration d'infraction ou pour demander une nouvelle vérification d'antécédents judiciaires pour le secteur vulnérable au terme de 5 ans, tel que prescrit.

Dans les deux cas, le Service de Garderies fournira les formulaires requis à l'employé.

Si l'employé ne remet pas sa déclaration d'antécédents criminels ou une nouvelle vérification d'antécédents judiciaires pour le secteur vulnérable dans les 15 jours suivant la date anniversaire de la déclaration d'antécédents criminels la plus récente, il sera suspendu de sa position jusqu'à ce que l'administration du Service de Garderies reçoive ledit document.

Lorsque l'administration reçoit une vérification des antécédents judiciaires pour le secteur vulnérable négative (sans renseignement à divulguer), l'individu peut être en contact avec les enfants du Service de Garderies sans délai.

Lorsque l'administration reçoit une vérification des antécédents judiciaires pour le secteur vulnérable positive, une réunion consultative sera organisée avec le Directeur des Services Communautaires et le Service des Ressources Humaines afin de discuter des renseignements obtenus. Selon les circonstances et selon notre bon jugement sans préjudice, lorsque ce sera une infraction mineure qui ne concerne pas les

offence declaration stipulated in the *Child Care and Early Years Act, 2014*, as follows:

For the 4 following years, no later than 15 days after the anniversary date of the most recent criminal reference check for the vulnerable sector, an offence declaration duly completed by each individual in contact with children in the daycare must be given to the administration of the Daycare Services.

In order to ensure the deadlines prescribed of the anniversaries of the criminal reference check, an electronic grid will be formatted and distributed to crew leader/supervisors of each daycare. A reminder will be given to the employees 15 days prior to the anniversary date of the criminal reference check for the vulnerable sector, either to complete an offence declaration or to request a new criminal reference check for the vulnerable sector at the end of 5 years, as prescribed.

In both cases, the Daycare Services will provide the forms required for the employee.

If the employee does not have his offence declaration or a new criminal reference check for the vulnerable sector within 15 days after the most recent anniversary of the declaration of criminal reference check, he will be suspended from his position until the administration of the Daycare Services receives the document.

When the administration receives a negative criminal reference check for the vulnerable sector (no information to disclose), the individual may be in contact with the children in the Daycare Services without delay.

When the administration receives a positive legal background for the vulnerable sector check, a consultative meeting will be held with the Community Services Director and the human resources department to discuss the information obtained. Depending on the circumstances and our good judgment without prejudice, when it will be a minor offence that does not concern children, abuse and/or other

<p>enfants, la maltraitance et/ou autres renseignements concernant le secteur vulnérable, l'administration du Service de Garderies pourra prendre la décision que l'individu peut être en contact avec les enfants du Service de Garderies.</p> <p>Par contre, dès qu'il y a un renseignement positif concernant le Secteur Vulnérable, le Service de Garderies refusera l'embauche, le placement de stage ou le bénévolat de cet individu. Le Service de Garderies devra congédier tout employé si la vérification de l'aptitude à travailler auprès de personnes vulnérables révèle que celui-ci a été reconnu coupable d'infractions qui le rende inapte à travailler avec des enfants.</p> <p>En cas d'incertitude, l'administration du Service de Garderies communiquera avec la conseillère en programme du Ministère de l'Éducation pour des directives.</p> <p>Malgré l'article 60, nul n'est tenu de fournir ou d'obtenir une vérification de l'aptitude à travailler auprès de personnes vulnérables ou une déclaration d'infraction concernant une personne âgée de moins de 18 ans.</p> <p>Dans le mois qui suit son 18^e anniversaire de naissance, chaque personne en position d'interagir avec les enfant doit fournir à l'administration du Service de Garderies une déclaration d'infraction indiquant chaque déclaration antérieure de culpabilité de la personne sous le régime de <i>la Loi sur le système de justice pénale pour les adolescents</i> (Canada) si elle s'est vu imposer une peine applicable aux adultes.</p> <p>Dans le mois qui suit son 19^e anniversaire de naissance, chaque personne en position d'interagir avec les enfants doit fournir à l'administration du Service de Garderies une vérification de l'aptitude à travailler auprès de personnes vulnérables.</p>	<p>information about vulnerable sector, the administration of the Daycare Services may decide that the individual may be in contact with the children of the Daycare Services.</p> <p>On the other hand, as soon as there is positive information concerning the Vulnerable sector, the Daycare Services will refuse the hiring, placement internship or volunteer of this individual. The Daycare Services will dismiss any employee if the verification of the ability to work with vulnerable persons revealed that he has been convicted of offenses that makes him unfit to work with children.</p> <p>In case of uncertainty, the administration of the Daycare Services will contact the consultant of the Ministry of Education for guidance.</p> <p>Despite section 60, no person is required to provide or obtain vulnerable sector check or offense declaration in respect of a person who is under 18 years old.</p> <p>In the month following his 18th birthday, each person in a position to interact with children must provide to the administration of the Daycare Services a statement that discloses every previous finding of guilt of the person under the <i>Youth Criminal Justice Act</i> (Canada) if the person received an adult sentence.</p> <p>In the month following his 19th birthday, each person in a position to interact with children must provide to the administration of the Daycare Services a verification of the ability to work with vulnerable persons.</p>
--	---

Review and Amendments

<i>Date:</i>	<i>Révisé par : / Reviewed by:</i>	<i>Rapport No. / Staff Report No.</i>

CORPORATION de la Cité de / of the City of Clarence-Rockland		Politique <i>Policy No.:</i>	GAR2016-07
		Sujet <i>Subject:</i>	Immunisation/Immunization
		Categorie <i>Category:</i>	Service de Garderies/ Daycare Services
Date:	septembre/September 2016	Résolution <i>Resolution No:</i>	
Auteur <i>Author:</i>	Pierre Boucher	Règlement <i>By-law No:</i>	2016-

1.0 Énoncé de politique

1.0 Policy Statement

Établir la politique d'immunisation.

Establish the immunization policy.

2.0 But/Objectif

2.0 Purpose/Objective

Dans la Sous-Section 3.4 « Immunisation des enfants » et 6.4 « Examen médicaux et immunisation du personnel » de la *Loi 2014 sur la garde d'enfants et la petite enfance*, le Ministère de l'Éducation requiert que le Service de Garderies établisse une politique visant les soins de santé préventifs pour les enfants et le personnel se trouvant dans un service de garde.

In the Sub-Section 3.4 « Immunization of children » and 6.4 « Health assessments and immunization of staff » of the *Child Care and Early Years Act, 2014*, the Ministry of Education requires that the Daycare Services establish a policy aiming at the prevention of health care for the children and staff in a daycare service.

3.0 Définitions

3.0 Definitions

La *Loi 2014 sur la garde d'enfants et la petite enfance*, Sous-Section 7.4 prévoit que le Service de Garderies veille à ce que les employés, bénévoles et stagiaires soient immunisés avant d'être en contact avec les enfants.

The *Child Care and Early Years Act, 2014*, Sub-Section 7.4, expect that the Daycare Services ensure that all employees, volunteers and trainees have received immunization before being in contact with children.

4.0 Portée

4.0 Scope

Cette politique s'appliquera à tous les enfants ainsi que le personnel se trouvant au Service de Garderies.

This policy will apply to all children and staff in the Daycare Services.

5.0 Procédures et ligne directrices

5.0 Policy Procedure/Guidelines

Selon *Loi 2014 sur la garde d'enfants et la petite enfance*, sous-section 3.4 par. 35(1) (2) :

- 1) La chef d'équipe/superviseure de chaque garderie s'assure de recevoir le carnet d'immunisation, selon les recommandations du médecin-

According to the *Child Care and Early Years Act, 2014*, sub-section 3.4 (1) (2):

- 1) The crew leader/supervisor of each daycare shall ensure the receivable of the immunization record, according to the recommendations of the local

<p>hygiéniste local et régulièrement par la suite, lors de l'admission d'un enfant qui n'est pas inscrit à l'école. Les preuves d'immunisation seront conservées dans le dossier de l'enfant pendant son séjour à la garderie.</p> <p>2) L'énoncé qui précède ne s'applique pas si le parent de l'enfant s'oppose par écrit à l'immunisation en faisant valoir que celle-ci entre en conflit avec ses convictions les plus chères fondées sur sa religion ou sa conscience;</p> <p>OU si un médecin dûment qualifié présente par écrit au titulaire de permis des motifs d'ordre médical pour lesquels l'enfant ne doit pas être immunisé.</p> <p>Selon <i>Loi 2014 sur la garde d'enfants et la petite enfance</i>, sous-section 6.4:</p> <p>1) L'exploitant d'une garderie veille à ce que, avant d'entrer en fonctions, chaque personne employée dans cette garderie subisse un examen médical et soit immunisée, selon les recommandations du médecin hygiéniste local.</p> <p>OU</p> <p>Selon <i>Loi 2014 sur la garde d'enfants et la petite enfance</i>, par. 57 (2) et (3) :</p> <p>2) En cas d'opposition à l'immunisation pour des motifs religieux ou de conscience, le formulaire <i>Déclaration de conscience ou de croyance religieuse</i> doit être rempli par un commissaire aux affidavits (certification conforme).</p> <p>3) En cas d'exemption médicale de l'immunisation, le formulaire <i>Déclaration d'exemption médicale</i> doit être rempli par un médecin ou un infirmier praticien.</p> <p>Et selon le Ministère de la Santé, section 5.14, les employés travaillant dans le secteur de service de garde doivent être immunisés pour les maladies suivantes :</p>	<p>medical officer of health and regularly thereafter, upon admission of a child who is not enrolled in school. Proof of immunization will be kept in the file of the child during his stay at the daycare.</p> <p>2) The above statement does not apply if the parent of the child objects in writing to the immunization on the grounds that the immunization conflicts with the sincerely held convictions of the parent's religion or conscience;</p> <p>OR a legally qualified medical practitioner gives medical reasons in writing to the licensee as to why the child should not be immunized.</p> <p>According to the <i>Child Care and Early Years Act, 2014</i>, sub-section 6.4:</p> <p>1) Every operator of a day nursery shall ensure that, prior to commencing employment, each person employed in each day nursery operated by the operator has a health assessment and immunization as recommended by the local medical officer of health.</p> <p>OR</p> <p>According to the <i>Child Care and Early Years Act, 2014</i>, par. 57 (2) and (3):</p> <p>2) <i>Statement of Conscience or Religious Belief forms</i> for religious/conscience objections must be completed by a "commissioner for taking affidavits" (i.e. must be notarized)</p> <p>3) <i>Statement of Medical Exemption form</i> for medical exemption to immunization must be completed by a doctor or nurse practitioner</p> <p>And according to the Ministry of Health, section 5.14, staff working in a daycare sector have to be immunized for the following diseases:</p>
---	---

- Varicelle
- Rougeole, Oreillons, Rubéole
- Tétanos, Diphtérie, Coqueluche

Il est entendu qu'afin d'assurer la santé et sécurité des enfants et du personnel du Service de Garderies, nous refuserons la présence des enfants et du personnel qui n'auront pas remis la preuve d'immunisation obligatoire lorsque surviendra une de ces maladies à la garderie.

*Les employés qui n'auront pas soumis soit le document 1), 2) ou 3), ne pourront faire partie de l'horaire de la garderie jusqu'à ce qu'un des documents est remis à l'Administration du Service de Garderies.

- Varicella
- Measles, Mumps, Rubella
- Tetanus, Diphteria, Pertussis

In order to insure the health and security of the children and staff, it is understood that we will refuse the presence of children and staff that didn't provide the Daycare Services with the proof of the required immunization when one of these diseases occurs in the daycare.

*Staff who have not submitted document 1), 2) or 3), will not be part of the schedule of the daycare until one of the documents is handed over to the Administration of the Daycare Service.

Review and Amendments

<i>Date:</i>	<i>Révisé par : / Reviewed by:</i>	<i>Rapport No. / Staff Report No.</i>

CORPORATION de la Cité de / of the City of Clarence-Rockland		Politique <i>Policy No.:</i>	GAR2017-0
		Sujet <i>Subject:</i>	Politique et procédure des terrains de jeu/ outdoor play policy and procedure
		Categorie <i>Category:</i>	Service de Garderies/Daycare Services
Date:	Janvier/January 2017	Résolution <i>Resolution No:</i>	
Auteur <i>Author:</i>	Pierre Boucher	Règlement <i>By-law No:</i>	2017-

1.0 Énoncé de politique

1.0 Policy Statement

Établir une politique et des procédures dans l'aire de jeu extérieure conformément aux exigences de la *Loi 2014 sur la garde d'enfants et la petite enfance*, du Ministère de l'Éducation, tel que modifié.

To establish a policy and procedure for the outside play area required By Law in the *Child Care and Early Years Act 2014*, by the Ministry of Education, as modified.

2.0 But/Objectif

2.0 Purpose/Objective

Le Service de Garderies doit s'assurer que toute aire de jeu extérieur, toute structure de jeu fixe et tout revêtement de surface sous les structures soit conforme à la norme de l'Association canadienne de normalisation (CSA) afin d'assurer la sécurité des enfants.

The Daycare Services will ensure that any outside play area, all set fixed structure and any surface coating under the structures are conformed to the standards of the Canadian Standards Association (CSA) to ensure the safety of children.

3.0 Définitions

3.0 Definitions

Lignes directrices dont les employés du Service de Garderies doivent suivre en tout temps.

Daycare Service employees guidelines to be followed at all time.

4.0 Portée

4.0 Scope

Cette politique s'applique à toutes les garderies agréées municipales.

This policy applies to all the municipal licensed daycare.

5.0 Procédures et ligne directrices

5.0 Policy Procedure/Guidelines

Selon la Sous-Section 3.16, Emplacement de l'aire de jeu extérieur et clôtures, le Service de Garderies doit s'assurer que les critères suivants sont respectés :

- L'aire de jeu est au niveau du sol et attenante au local, sauf dérogation

As per subsection 3.16, Outdoor play space locations and fencing, the Daycare Services shall ensure that the following criteria are met:

- The outdoor play space is at ground level and adjacent to the premises,

approuvée par le Ministère.

- Une clôture d'au minimum 1,2 mètre protège l'aire de jeu et est pourvue d'une ou de plusieurs barrières solidement fermées en tout temps, sauf dérogation approuvée par le Ministère pour le groupe de jardin d'enfants.
- La configuration de l'aire de jeu permet au personnel d'assurer une surveillance constante des enfants.
- L'approbation d'une aire de jeu extérieure non clôturée pour les enfants plus âgés est laissée à la discrétion du Ministère.

PARTAGE DE L'AIRE DE JEU EXTÉRIEURE PAR DEUX GROUPES

Lorsque la garderie partage l'aire de jeu extérieure par deux groupes d'âge, un horaire de rotation doit être établi et respecté en tout temps, afin de s'assurer que les deux groupes ne sont jamais dans l'aire de jeu en même temps.

INSPECTION VISUELLE JOURNALIÈRE (conformément à la norme de la CSA)

Avant de laisser l'accès des terrains de jeu aux enfants, le membre du personnel assigné au quart de 7:00 à 9:00 ou la première éducatrice à sortir avec les enfants, doit procéder à une inspection journalière du terrain de jeu utilisé. La liste de vérification journalière comprend:

- La vérification de l'aire de jeu dans son ensemble, pour enlever les débris et les déchets.
- La vérification des structures pour s'assurer qu'ils ne représentent pas de dommages causés par l'usure ou du vandalisme.
- La recherche de corde ou câble en tout genre afin de les enlever.
- La recherche de champignons afin de les jeter à la poubelle.

unless otherwise approved by the Ministry.

- A fence at a minimum height of 1,2 metres protect the play space area and is furnished with one or more gates that are securely closed at all times, unless otherwise approved by the Ministry for the kindergarten group.
- The play space area is designed so that staff can maintain constant supervision of the children.
- The Ministry's discretion is provided to allow outdoor play space without fences for older children.

SHARING THE OUTDOOR PLAY AREA WITH TWO GROUPS

When the daycare center shares the outdoor play area with two age groups, a rotation schedule must be established and respected at all times to ensure that both groups are never in the outdoor playground area at the same time.

VISUAL DAILY INSPECTION (In accordance with CSA Standard)

Before giving access of the outdoor playground area to the children, the employee working from 7:00 à 9:00 or the first educator to use the playground area with the children has to make a daily inspection of the playground. The check list contain:

- The verification of the whole playground to remove garbage and fragments.
- The verification of the play structures to make sure there is no damage caused by usage or vandalism.
- Remove all cords or cables and put it in the garbage can.
- Remove mushrooms and put it in the garbage can.

Un registre de sécurité sera maintenu dans le cartable de Jeux Extérieurs et inclura les documents suivants :

a) Liste de vérifications journalières

Responsable: la première éducatrice qui utilise l'aire de jeu.

Toutes les aires de jeu des garderies municipales de la Cité Clarence-Rockland doivent être vérifiées sur une base journalière. Les inspections doivent être faites avant que les enfants aient accès aux terrains de jeu.

b) INSPECTIONS MENSUELLES POUR LES GROUPES BAMBINS ET PRÉSCOLAIRES SEULEMENT (conformément à la norme de la CSA)

(Responsable = une éducatrice ou la chef d'équipe/superviseure)

Une inspection détaillée doit être effectuée sur une base mensuelle. Les résultats et les mesures à prendre seront insérés dans le cartable de « Jeux Extérieurs ». Ces inspections doivent consister à:

- Vérifier que l'équipement n'est pas endommagé ou usé (qu'il n'y a pas de composantes cassées ou manquantes, d'objets attachés ou ajoutés à des appareils, ni de dommages causés par du vandalisme ou de l'usure).
- Vérifier les poignées, les garde-corps, les marches, les barreaux d'échelles, les bancs et les enseignes, etc., afin de s'assurer qu'ils ne sont pas cassés ni manquants.
- Vérifier les clôtures et les barrières des zones de protection pour s'assurer qu'elles ne sont pas endommagées.

Les employés des groupes parascolaires doivent rapporter toutes anomalies, dommages ou défauts à la superviseure/chef d'équipe dès que l'observation est faite. Les enfants ne

A register of the outdoor playground security is maintained in the Outdoor Play binder and will include the following documents:

a) Daily check list

Responsible: the first educator to use the playground area with the children.

All Daycare Services of Clarence-Rockland outdoor playground area has to be inspected on a daily basis. The outdoor playground area inspection has to be done before giving access to the children.

b) MONTHLY INSPECTIONS FOR THE TODDLER AND PRESCHOOLER'S GROUP ONLY (In accordance with CSA Standard)

(Responsible = an educator or crew leader/supervisor)

A detailed inspection has to be done on a monthly basis. The results and corrective measures will be inserted in the Outdoor Play folder. The monthly inspection includes:

- Verify that the equipment is not damaged or used (there is no broken or missing component, tied or added objects to the equipment, no damage caused by usage or vandalism).
- Verify handles, railings, steps, ladder rung, bench, signs, etc., to be insured that the equipment is not broken or missing.
- Verify the fences and the protection zone barrier to be insured that they are not damage.

Employees of school age groups must report all anomaly, damage or defects to the supervisor/crew leader as soon as the observation is made. Children can't use the equipment until

pourront utiliser l'équipement jusqu'à ce que la réparation soit complétée afin d'assurer la sécurité des enfants.

c) INSPECTION ANNUELLE ET RAPPORT ÉCRIT COMPLET POUR LES GROUPES BAMBINS ET PRÉSCOLAIRES SEULEMENT (conformément à la norme de la CSA)

Une inspection annuelle et un rapport écrit doivent être complétés par un inspecteur certifié. Les résultats de cette inspection et les mesures requises seront remis à l'administration du Service de Garderies, format papier ou électronique, afin d'assurer la conformité de l'aire de jeu extérieure. Le certificat de l'inspecteur certifié ainsi que le rapport de l'inspection sera conservé dans le cartable de « Jeux Extérieurs ». Toutes anomalies, défauts et défauts notés dans le rapport d'inspection seront consignés dans un plan d'action et toutes réparations seront notées dans le registre de réparation.

Une copie de l'inspection annuelle des aires de jeu parascolaire sera demandée au conseil scolaire et sera insérée dans le cartable de jeu extérieur.

ACTION À PRENDRE POUR TRAITER UNE ANOMALIE LORS DES INSPECTIONS JOURNALIÈRES, MENSUELLES ET ANNUELLES

La norme précise que toute anomalie relevée doit être immédiatement signalée à l'Administration du Service de Garderies de la Cité Clarence-Rockland, format papier ou électronique, et que les mesures requises soient prises afin de rencontrer les normes de l'aire de jeu extérieure, avant que les enfants puissent utiliser l'item concerné et/ou

the repair is completed to insure the children's safety.

c) ANNUAL INSPECTION AND COMPLETE WRITTEN REPORT FOR THE TODDLER AND PRESCHOOLER'S GROUP ONLY (In accordance with CSA Standard)

An annual inspection and a written report must be completed by a certified inspector. The results of this inspection and the required measures will be given to the administration of the Daycare Services, paper or electronic format, in order to ensure the conformity of the outdoor playground. The Certified Inspector's Certificate along with the inspection report will be kept in the "Outdoor Play" binder. Any anomalies and/or defects noted during the inspection will be recorded in an action plan and any repairs will be noted in the repair register tab.

A copy of the annual inspection of school playgrounds will be requested from the School Board and will be inserted in the outdoor play binder.

ACTION TO BE TAKEN TO PROCESS AN ABNORMALITY DURING A DAILY, MONTHLY AND ANNUAL INSPECTIONS

The standard specifies that any abnormalities detected must be reported immediately to the Administration of the Daycare Services of Clarence-Rockland, paper or electronic format, and that the required measures are taken to ensure the conformity of the outdoor playground standards before the children can use the item in question and/or the entire outdoor play area.

l'intégralité de l'aire de jeu extérieure.

La description de l'anomalie ou du problème, ainsi que la mesure corrective adoptée, doit être enregistrée par écrit dans un plan d'action et insérée dans le cartable de « Jeux Extérieurs » à l'onglet « Registre des réparations ». Lorsque la durée des réparations se prolonge, les mesures nécessaires doivent être prises pour empêcher l'accès de l'item concerné aux enfants, de manière sécuritaire. Des panneaux d'avertissement ou des mises en garde ne suffisent pas. Dans certains cas, la seule solution acceptable sera d'enlever l'item défectueux.

Aucune transformation ou rénovation de l'aire de jeu ne peut commencer avant que les plans ne soient approuvés par le Ministère.

Politique 3:08

Tous les membres du personnel, stagiaires et bénévoles doivent prendre connaissance de la politique de Jeux Extérieurs une première fois, avant d'entrer en fonction, puis la passer en revue une fois par année et/ou à chaque fois qu'une modification est apportée à la politique. Chaque membre du personnel doit signer un document confirmant qu'elle ou il a passé la politique de Jeux Extérieurs en revue, document qui sera contre signé par la personne qui lui aura posé des questions pour vérifier sa familiarité avec la politique. Ce document signé sera inséré dans le cartable de « Jeux Extérieurs » pour une durée de trois ans minimum.

SUPERVISION

Tous les membres du personnel doivent être familiers et se conformer aux directives suivantes :

The description of the fault or problem and the corrective action taken must be recorded in writing in an action plan and inserted in the binder of " Jeux Extérieurs " to " Registre des réparations" tab. When the repair time is extended, the necessary measures must be taken to prevent access of the concerned item for children's safety. Warning signs or oral warnings are not enough.

In some cases, the only acceptable solution is to remove the defective item.

No alterations or renovations of the playground premises shall occur until plans are approved by the Ministry.

3:08 Policy

All staff members have to read and understand the Outdoor playground policy and procedures before being assigned to a group of children and revise the policy once a year and/or each time a modification is made to the policy. At that time, each staff member has to sign and date the document confirming that the Outdoor playground policy was revised. The signed document will be kept in the Outdoor playground policy folder for a minimum of 3 years.

SUPERVISION

All staff members have to know and follow these instructions:

- a) Ratio bambins 1 éducatrice pour 5 enfants
- b) Ratio préscolaire 1 éducatrice pour 8 enfants
- c) Ratio parascolaire (4&5) 1 éducatrice pour 13 enfants
- d) Ratio parascolaire (6 à 12) 1 éducatrice pour 15 enfants
- e) Ratio parascolaire (9 à 12) 1 éducatrice pour 20 enfants

Le ratio adulte – enfant ne peut être réduit en aucun temps pendant la période de jeu extérieur.

RÔLES ET RESPONSABILITÉS DES EMPLOYÉS

- a) Avant de sortir à l'extérieur, l'éducatrice fera le compte des enfants et apportera la planchette de présence qui inclura la liste des enfants ayant des allergies à l'extérieur.
- b) Si une éducatrice doit quitter l'aire de jeu extérieur, elle doit informer une autre éducatrice afin de s'assurer que l'effectif des surveillantes de l'aire de jeu ne sera pas diminué.
- c) Le ratio adulte – enfant ne peut être réduit en aucun temps pendant la période de jeu extérieur.
- d) Le personnel doit s'assurer que les temps partiels, bénévoles et stagiaires ont lu, compris et signé la politique du Jeu Extérieur avant d'être assigné à un groupe d'enfant.
- e) Le personnel doit s'assurer que l'aire de jeu extérieur est supervisée afin d'observer le terrain en entier et de se placer aux endroits stratégiques. Une éducatrice doit être à la structure de jeu en tout temps. S'il y a seulement une éducatrice à l'extérieur, la structure doit être fermée, jusqu'à l'arrivée d'une 2^e éducatrice.
- f) Les conversations personnelles doivent être gardées au minimum.

- a) Toddler's Ratio 1 educator for 5 children
- b) Preschooler's Ratio 1 educator for 8 children
- c) School age (4&5) Ratio 1 educator for 13 children
- d) School age (6 à 12) Ratio 1 educator for 15 children
- e) School age (9 à 12) Ratio 1 educator for 20 children

The adult ratio adult - child cannot be reduced at any time during outdoor play time.

EMPLOYEES ROLES AND RESPONSABILITIES

- a) The educator or staff member has to count the children once they arrive in the playground area.
- b) If an educator has to leave the outdoor playground area, she has to notify another staff member to insure that the ratio adult-child is respected at all time.
- c) The adult ratio adult - child cannot be reduced at any time during outdoor play time.
- d) The staff members/crew leaders/supervisors have to make sure that all part time employees, volunteer workers and students have read, understood and signed the Outdoor playground policy and procedures before being assigned to a group of children.
- e) The staff members observing the playground area have to be placed strategically to see the entire area. An educator has to be posted at the play structure at all time. If there is only one educator outside with the group, the play structure will not be opened for the children until a second staff join's the group.
- f) Keep personal conversation to the minimum.

<p>g) Les éducatrices doivent être alertes en tout temps, aux besoins des enfants démontrant des problèmes de comportement, en les guidant de façon positive à des activités motivantes.</p> <p>h) Le personnel doit s'assurer que les barrières sont fermées en tout temps.</p> <p>i) Avant d'utiliser les bicyclettes, brouettes, traîneaux, ou tous autres équipements utilisés pendant le jeu extérieur, l'éducatrice doit s'assurer que l'équipement est sécuritaire, sans brisure, afin d'éviter des blessures liées à un équipement désuet.</p> <p>j) À la fin du jeu extérieur, une éducatrice doit compter les enfants afin de s'assurer qu'ils sont tous entrés dans la garderie. That count will be repeated once inside the room to make sure that all children are inside the daycare.</p> <p>k) Les bambins et préscolaires joueront à l'extérieur au moins 2 heures par jour, si la température le permet.</p> <p>l) Les enfants d'âge scolaire (4 à 12 ans) joueront à l'extérieur au moins 30 minutes par jour, si la température le permet.</p> <p>* Avant de préparer les enfants pour le jeu extérieur, l'éducatrice doit s'assurer de vérifier la température extérieure en appelant Environnement Canada. Les enfants ne pourront sortir si la température est moins de -21° Celsius incluant le facteur vent pendant la saison hivernale ou plus de +35° Celsius incluant le facteur humidex pendant l'été.</p> <p>*TENUE VESTIMENTAIRE</p> <p>Assurez-vous que les enfants sous votre supervision sont habillés en toute sécurité.</p> <p>Le vêtement ample, chapeau avec</p>	<p>g) Educators have to be alert at all times to the children's needs, children having unacceptable behavioral and guide them in a positive way to stimulating activities.</p> <p>h) The staff members have to make sure that the fences are closed at all times.</p> <p>i) Before using the bicycles, wagons, sleighs or all other equipment used during the outdoor play, the educator has to make sure that the equipment is safe, not broken or cracked to avoid injuries caused by out dated equipment.</p> <p>j) When the outdoor play time is over, the educator or staff member has to count the children before entering the building. That count will be repeated once inside the room to make sure that all children are inside the daycare.</p> <p>k) Toddlers and preschoolers will play outside at least 2 hours per day if temperature allows.</p> <p>l) School age children (4 to 12 years old) will play outside at least 30 minutes per day if temperature allows.</p> <p>* Before getting the children ready for outdoor play, the educator will verify the temperature by calling Environment Canada. Children cannot play outside if the temperature is colder than -21° Celsius including the wind shield during winter season or warmer than +35° Celsius including the humidex factor during summer.</p> <p>*CLOTHING</p> <p>Make sure that children under your supervision are dressed following the security code.</p> <p>Loose fitting clothing, hat with strings,</p>
---	---

cordon au cou, cordon au capuchon, poncho, foulard peuvent se prendre dans l'équipement de jeu et présenter un danger pour les enfants. Prenez le temps d'attacher les cordons et entrer l'extrémité du foulard dans le manteau dès que vous apercevez le problème.

JOURNÉE SPÉCIALE

Il arrive que les éducatrices organisent des événements spéciaux pour une journée spécifique. Dans le cas où nous ayons une journée de randonnée de bicyclette, le parent doit s'assurer que la bicyclette qu'il apporte à la garderie est en bonne état, et qu'il apporte également un casque protecteur. Un parcours sera établi pour la randonnée, à des heures spécifiques. Pour toutes autres activités organisées par l'éducatrice, elle doit s'assurer de demander l'équipement nécessaire afin d'assurer la sécurité des enfants.

hooded strings, ponchos, scarves or other loose garments can tangle in the equipment and put the child in danger (causing strangling). Take the time to attach the strings and enter the scarf in the child's jacket as soon as you see this situation.

SPECIAL DAY

Educators will organize special events for a specific day. For example, if there is a bike day, the parent has to make sure that he brings a bike in good condition to the daycare and that the child has a security helmet to participate. A pathway will be established for the bike ride, with specific hours. For all other special activities, educators have to ask the parents to bring the necessary equipment to assure the children's security.

Review and Amendments

<i>Date:</i>	<i>Révisé par : / Reviewed by:</i>	<i>Rapport No. / Staff Report No.</i>

CORPORATION De la Cité de / of the City of CLARENCE- ROCKLAND	Politique/Policy no : GAR2011-10
	Objet/Subject : Surveillance des bénévoles et étudiants/ Supervision of volunteers and students
	Service/Department : Garderies
Date : Septembre/ September , 2017 Préparé par: Pierre Boucher	Report # Rapport No. : GAR2011-10R
	Résolution/Resolution No. :

BUT: Politique de supervision des bénévoles et étudiants du Service de Garderies

PURPOSE: Policy of supervision for the volunteers and students of the Daycare Services

POLITIQUE

Le Service de Garderies accepte que des bénévoles et étudiants soient affectés dans les garderies agréées de la Cité de Clarence-Rockland. Afin d'assurer la sécurité des enfants à notre charge, la supervision et le bon déroulement du programme, voici la politique qui sera appliquée à tous les bénévoles et étudiants dans nos garderies.

- Avant d'être en contact avec les enfants, le bénévole ou l'étudiant doit remettre à l'Administration du Service de Garderies de la Cité de Clarence-Rockland son Curriculum Vitae et sa vérification d'antécédents judiciaires pour le secteur vulnérable datant de 3 mois ou moins, à moins que le bénévole ou étudiant soit âgé de moins de 18 ans. La politique des antécédents judiciaires pour secteur vulnérable en vigueur s'appliquera.
- Avant d'être en contact avec les enfants, la chef

POLICY

The Daycare Services agree that volunteers and students be assigned to a licensed child care in the City of Clarence-Rockland. To ensure the safety of children in our care, supervision and the proper conduct of the program, the following policy will be applied by all volunteers and students in our daycares.

- Prior to being in contact with the children, the volunteer or student must submit a Resume and criminal background check for the vulnerable sector, dated three months or less to the Administration of the Daycare Services of the City of Clarence-Rockland, unless the volunteer or student is under the age of 18. The criminal reference check for the vulnerable sector policy will apply.
- Prior to being in contact with children, the crew leader/supervisor

d'équipe/superviseure de la garderie révisera les documents suivants avec le bénévole ou l'étudiant et demandera au bénévole ou étudiant de dater et signer ces politiques :

- toutes les politiques et procédures établis par le Service de Garderies en ce qui concerne le service de garde.
- les plans individuels pour chacun des enfants concernés.
- la chef d'équipe/superviseure de la garderie fera une tournée de la garderie avec le bénévole ou l'étudiant afin qu'il prenne connaissance de l'emplacement, des sorties d'urgence, des plans d'évacuation, des troussees d'urgence et expliquer les différents aspects et centres d'activités de la garderie. Cette première présentation permet à la chef d'équipe/superviseure de la garderie de faire connaissance avec le bénévole ou l'étudiant et de faire un premier contact avec les employés et les enfants qui sont sur place.
- Le bénévole ou l'étudiant pourra informer la chef d'équipe/superviseure de la garderie lorsque survient un incident ou inquiétude à la garderie concernant la Santé et Sécurité dans son milieu de travail.
- L'étudiant sera par la suite assigné à une éducatrice diplômée, qui sera en mesure de bien diriger et superviser en tout temps l'étudiant pendant son quart de travail.
- Le bénévole sera assigné à une

of the daycare, will review the following documents with the volunteer or student and we will ask them to sign and date these policies:

- policies and procedures established by the Daycare Services concerning the daycares.
- individual plans for each concerned child.
- the crew leader/supervisor of the daycare will give a tour of the daycare with the volunteer or student so that he gets to know the location, the emergency exits, the evacuation plans, the emergency kits and will explain the various aspects and the activity centers of the daycare. The first presentation allows the crew leader/supervisor of the daycare to get to know the student or volunteer and to make a first contact with staff and children who are on site.
- The volunteer or the student can inform the crew leader/supervisor of the daycare when an incident or concern at daycare concerning Health and Safety in the workplace.
- The student will then be assigned to an Early Childhood Educator, in order to be able to properly manage and supervise at all times the student during her shift.
- The volunteer will then be assigned

employée à temps plein, qui sera en mesure de bien diriger et superviser en tout temps le bénévole pendant son quart de travail.

- Dans la mesure du possible, le bénévole ou l'étudiant fera les mêmes quarts de travail que l'éducatrice diplômée/en voie d'acquisition. Lorsqu'il lui sera impossible de suivre l'horaire de l'éducatrice diplômée/en voie d'acquisition, le bénévole ou l'étudiant sera assigné à une autre éducatrice diplômée/en voie d'acquisition qui lui servira de mentor.
- Il est entendu que tous les employés salariés de la garderie peuvent transmettre des observations du bénévole ou de l'étudiant à l'éducatrice assignée.
- En aucun temps, le bénévole ou l'étudiant ne sera autorisé à rester seul avec un ou des enfants.
- En aucun temps, le bénévole ou l'étudiant ne comptera dans le ratio adulte-enfant.
- Les seules personnes responsables pouvant comptées dans le ratio adulte-enfant sont les employés salariés suivants : les éducatrices/éducateurs diplômé(e)s/ en voie d'acquisition, et les employés à temps partiel.
- L'éducatrice diplômée/en voie d'acquisition, responsable du bénévole ou de l'étudiant le dirigera dans ses tâches quotidiennes. Il pourra aider l'éducatrice/éducateur diplômé(e) /en voie d'acquisition

to a full time employee, in order to be able to properly manage and supervise at all times the volunteer during her shift.

- Whenever possible, the volunteer or student will do the same shifts as the Early Childhood Educator/educator in training. When it's impossible to follow the schedule of the assigned educator/educator in training, the volunteer or student will be supervised by another educator/educator in training who will act as their mentor.
- It is understood that all salaried employees of the daycare can make observations of the volunteer or student to the assigned educator.
- At no time will the volunteer or student be authorized to be left by herself with a child or children.
- At no time will the volunteer or student count in the adult-child ratio.
- The only responsible person who can count in the ratio adult-child are the following salaried employees: the Early Childhood Educators/ educator in training and part-time employees.
- The Early Childhood Educator/ educator in training, responsible of the volunteer or student, will guide them with their daily tasks. She will assist the Early Childhood Educator in the various activities presented to

lors des diverses activités présentées aux enfants pendant la journée.

- L'éducatrice/éducateur diplômé(e) /en voie d'acquisition sera le modèle que le bénévole ou l'étudiant observera et suivra. Il est donc important pour l'éducatrice/éducateur diplômé(e) /en voie d'acquisition de bien guider le bénévole ou l'étudiant pendant les transitions et les activités journalières.
- Le bénévole ou l'étudiant contribuera au bon fonctionnement du programme en participant au jeu avec les enfants, en les aidant dans les divers centres d'activités et en observant les interventions et l'interaction de l'éducatrice/éducateur diplômé(e) /en voie d'acquisition auprès des enfants afin de pouvoir intervenir aux moments propices.
- Afin d'assurer l'efficacité de la supervision du bénévole ou de l'étudiant, l'éducatrice/éducateur diplômé(e) /en voie d'acquisition qui lui est assignée pourra utiliser le pamphlet d'observation remis par le professeur. Le Service de Garderies est responsable de fournir à l'éducatrice/éducateur diplômé(e) /en voie d'acquisition, assignée à un bénévole ou étudiant, un formulaire spécifique aux observations et supervisions d'un bénévole ou d'un étudiant afin d'assurer l'uniformité des attentes, rôles et responsabilités de l'éducatrice/éducateur diplômé(e) /en voie d'acquisition et du bénévole ou de l'étudiant.

children during the day.

- The Early childhood educator/ educator in training will be the model that the volunteer or student will observe and follow. It is therefore important for the Early Childhood Educator/ educator in training to guide the volunteer or student during the transitions and daily activities.
- The volunteer or student will contribute to the smooth operation of the program by taking part in playing with children, by helping in the various activity centers and by observing the interventions and interactions of the Early Childhood Educator/ educator in training in order to be able to intervene at the right moment.
- To ensure effective supervision of a volunteer or student, the Early Childhood Educator/ educator in training assigned to a student can use the observation form provided by the teacher. The Daycare Services is responsible in providing the Early Childhood Educator/ educator in training, assigned to a volunteer or student, a specific observation and supervision form for a volunteer or student, to ensure the uniformity of the expectations, roles and responsibilities of the Early Childhood Educator/ educator in training and the volunteer or student.

PROCÉDURES GÉNÉRALES

Le Service de Garderies inclura la politique de supervision des bénévoles et étudiants dans le document des politiques municipales dont les employés du Service de Garderies, étudiants et bénévoles doivent prendre connaissance et signer avant d'être en contact avec les enfants.

Cette politique sera revue et signée, une fois par année et/ou lorsque la politique sera modifiée, par tous les employés, étudiants et bénévoles du Service de Garderies.

Le Service de Garderies inclura la politique de supervision des bénévoles et étudiants dans le pamphlet d'admission de l'enfant et le parent sera tenu d'apposer sa signature ce qui confirmera que le parent comprend la politique. Le document signé sera archivé dans la filière de l'enfant.

GENERAL PROCEDURES

The Daycare Services will include the supervision of the volunteers and students policy in the municipal policy document that the employees, students and volunteer workers must read and sign before being in contact with children.

This policy will be read and signed once a year and/or when the policy has been modified by all the employees, students and volunteers of the Daycare Services.

The Daycare Services will include the supervision of the volunteers and students policy in the child admission form and the parents will have to sign the document to confirm that they understand this policy. The signed document will be archived in the child's file.



SERVICE DE GARDERIES LICENCIÉ DE CLARENCE-ROCKLAND

DIRECTIVE LORS D'ACCIDENT/ INCIDENT GRAVE

DESTINATAIRES: EMPLOYÉES TEMPS PLEIN ET TEMPS PARTIEL

DÉFINITION D'INCIDENT GRAVE QUI DOIT-ÊTRE SIGNALER DANS LES 3 HEURES SUIVANTES L'INCIDENT UNIQUEMENT EN SE RENDANT SUR LE SITE DU MINISTÈRE DE L'ÉDUCATION (SGPSGE).

Les ordinateurs suivants ont accès au site du Ministère :

- a) L'ordinateur d'Anne Morris Bouchard à l'office**
- b) L'ordinateur d'Anne-Marie Marchand à Carrefour Jeunesse**
- c) L'ordinateur d'Isabelle Miner à Sainte-Trinité**

Vous trouverez les directives pour vous rendre sur le site du Ministère à chaque site puisque le nom d'identification et le mot de passe diffèrent selon le site.

Peut vouloir dire, mais non limité aux exemples suivants, alors que l'enfant était à la garderie:

- a) décès d'un enfant
- b) cas de mauvais traitement ou de négligence: ex. abus physique/mental, malnutrition
- c) blessure ou maladie qui met la vie d'un enfant en danger alors qu'il était à la garderie
- d) disparition d'un enfant non retrouvé ou laissé temporairement sans surveillance
- e) interruption imprévue des activités normales : ex. incendie, inondation, fuite de gaz, détection de monoxyde de carbone, épidémie, confinement barricadé ou autres situations d'évacuation ou de relocalisation.

* La Chef d'équipe, superviseuse ou gérante du Service de Garderies s'assurera que toute personne qui est au courant de l'incident demeure sur les lieux jusqu'à ce qu'elle informe les autorités de l'incident.

DÉFINITION D'INCIDENT GRAVE QUI DOIT-ÊTRE SIGNALER DANS LES 24 HEURES SUIVANTES L'INCIDENT UNIQUEMENT EN SE RENDANT SUR LE SITE DU MINISTÈRE DE L'ÉDUCATION (SGPSGE).

Les ordinateurs suivants ont accès au site du Ministère :

- d) L'ordinateur d'Anne Morris Bouchard à l'office
- e) L'ordinateur d'Anne-Marie Marchand à Carrefour Jeunesse
- f) L'ordinateur d'Isabelle Miner à Sainte-Trinité

Vous trouverez les directives pour vous rendre sur le site du Ministère à chaque site puisque le nom d'identification et le mot de passe diffèrent selon le site.

S.S. 4.9 de Loi 2014 sur la garde d'enfants et la petite enfance, établis par le Ministère de l'Éducation

La politique sur les incidents graves doit être passée en revue avec les employés, les bénévoles et les étudiants et mise en œuvre, et elle doit faire l'objet d'un suivi concernant l'observation et les contraventions.

Un « incident grave » se décrit comme suit:

- (a) le décès d'un enfant alors qu'il bénéficiait de services de garde dans un local de services de garde en milieu familial ou dans un centre de garde, que le décès soit survenu lorsque l'enfant se trouvait à l'intérieur ou à l'extérieur du local;
- (b) les cas de mauvais traitements ou de négligence, avérés ou allégués, à l'endroit d'un enfant alors qu'il bénéficiait de services de garde dans un local de services de garde en milieu familial ou dans un centre de garde;
- (c) une blessure ou une maladie qui met la vie d'un enfant en danger alors qu'il bénéficiait de services de garde dans un local de services de garde en milieu familial ou dans un centre de garde;
- (d) un incident au cours duquel un enfant bénéficiant de services de garde dans un local de services de garde en milieu familial ou dans un centre de garde est porté disparu ou laissé temporairement sans surveillance;
- (e) une interruption imprévue des activités normales d'un local de services de garde en milieu familial ou d'un centre de garde qui présente un risque pour la santé, la sécurité ou le bien-être des enfants bénéficiant de services de garde dans le local de services de garde en milieu familial ou dans le centre de garde.

DIRECTIVES À SUIVRE POUR RAPPORTER UN INCIDENT GRAVE:

1. Lors d'un accident grave, le personnel (ou tout témoin) doit rapporter immédiatement ce qui s'est produit à la Chef d'équipe ou superviseuse. Celle-ci informera la gérante du Service de Garderies et la gérante informera le directeur des Services Communautaires.
2. Il est entendu que selon les circonstances de l'incident, les services d'incendie, de police, d'ambulance, Valoris ou tout autre service nécessaire pourraient être contactés en tenant compte des priorités de l'incident.
3. La Chef d'équipe ou superviseuse avec l'aide de la gérante avisera les parents.
4. La Chef d'équipe, la superviseuse ou la gérante avisera le représentant du Ministère de l'Éducation dans les 3 heures ou les 24 heures qui suivront l'incident, selon la catégorie et la gravité de l'incident. La gérante s'assure de faire un suivi auprès de le directeur des Services Communautaires.
5. La Chef d'équipe, avec l'aide de la gérante ou superviseuse, complétera le *rapport spécial d'incident grave ou le *signalement d'incident grave pour les services de garde, disponible uniquement sur le site du Ministère de l'Éducation (SGPSGE).
6. Le **Formulaire de notification d'incident grave*, disponible sur le site du Ministère de l'Éducation (SGPSGE), doit être rempli et affiché, bien en vue dans la garderie concernée, pendant un minimum de 10 jours à compter de la dernière mise à jour. Ce formulaire doit inclure un résumé de l'incident grave rapporté au Ministère et des mesures prises en conséquence.
Le **Formulaire de notification d'incident grave* ne peut inclure des éléments qui pourraient permettre d'identifier l'enfant; nous ne pouvons donc inclure le nom ou l'âge de l'enfant, le groupe d'âge, la salle, ni les membres du personnel concernés par l'incident.
7. Le rapport et le résumé doivent être conservés dans un lieu sûr pendant au moins 3 ans à compter de la date de sa création.
8. Dans tout cas d'abus à un enfant, Valoris et/ou le service de police sera contacté par l'employée, la Chef d'équipe, la superviseuse ou la gérante du Service de Garderies.

9. Un rapport annuel résumant les incidents graves survenus au cours de l'année civile et relevant les problèmes, les tendances et les mesures prises en conséquence doit être rempli par l'exploitant. Ce rapport sera conservé dans le dossier de l'exploitant afin que le personnel responsable de la délivrance des permis puisse le consulter lors de l'inspection annuelle.

DIRECTIVES AU CAS D'ABUS À UN ENFANT

DESTINATAIRES: EMPLOYÉES TEMPS PLEIN ET TEMPS PARTIEL

1. Dans tout cas d'abus à un enfant, le directeur des Services Communautaires doit être avisé, et celle-ci devra aviser le Greffier-Administrateur en Chef dès que l'abus est noté.
2. Dans tout cas d'abus, un rapport d'incident grave devra être rempli et les procédures relatives à un incident grave devront être appliquées.
3. Dans le cas d'un mauvais traitement, Le **Formulaire de notification d'incident grave* sera affiché une fois que toutes les étapes de l'enquête et les allégations sont conclues par Valoris et le Ministère de l'Éducation.

DIRECTIVES EN CAS DE DISPARITION D'UN ENFANT NON RETROUVÉ

DESTINATAIRES: EMPLOYÉES TEMPS PLEIN ET TEMPS PARTIEL

1. Dans tout cas de disparition d'un enfant, l'employé responsable du groupe fait un visuel en appelant le nom de l'enfant manquant pour tenter de trouver l'enfant dans son environnement. L'employé demandera aux enfants du groupe s'ils ont vu l'enfant manquant.

Suivre les directives suivantes dans le cas d'une disparition d'enfant non retrouvé :

2. L'employé responsable du groupe fera un appel global avec le walkie-talkie pour demander aux membres du personnel de faire un visuel en appelant le nom de l'enfant manquant pour trouver l'enfant disparu dans leur environnement.
3. Un employé téléphonera le 911 sans délai.
4. Un employé téléphonera le parent de l'enfant sans délai.
5. Un employé téléphonera la gérance du Service de Garderies sans délai au 613-446-5853 ou les cellulaires suivants :
 - a) Anne Morris Bouchard, Gérante 613-229-6845
 - b) Anne-Marie Marchand, Superviseure 613-223-5997
 - c) Isabelle Miner, Superviseure 613-914-6496
6. Les employés disponibles feront des recherches plus approfondi sur le site afin de tenter de trouver l'enfant.

Le Ministère de l'Éducation sera informé dès que possible soit sur le site du Ministère de l'Éducation et/ou par courriel directement à notre gestionnaire du Ministère de l'Éducation afin de les informer de la situation. 1-877-510-5333 childcare_ontario@ontario.ca

7. Dans tout cas de disparition d'un enfant non retrouvé, un appel sera fait à Valoris afin de les informer de la situation. 1-800-675-6168
8. Le directeur des Services Communautaires doit être avisé 613-446-6022 x 2236 (Pierre Boucher) ou x2297 (Jean-Luc Jubinville), et celui-ci devra aviser le Greffier-Administrateur en Chef dès que la disparition d'un enfant non retrouvé est notée.

9. Dans tout cas de disparition d'un enfant non retrouvé, un rapport d'incident grave devra être rempli sur le site SGPSGE et les procédures relatives à un incident grave devront être appliquées.
10. Dans le cas de disparition d'un enfant non retrouvé, Le **Formulaire de notification d'incident grave* sera affiché une fois que toutes les étapes de l'enquête et les allégations sont conclues par Valoris et le Ministère de l'Éducation.

Je confirme que j'ai pris connaissance des directives dans le cas d'une disparition d'enfant non retrouvé, tel qu'établie par le Service de Garderies de la Cité Clarence-Rockland.

I confirm that I have read the guidelines in case of a missing child, as established by the Daycare Services of the City Clarence-Rockland.

[illegible]



LICENSED DAYCARE SERVICES OF CLARENCE-ROCKLAND

GUIDELINES FOR ACCIDENTS/SERIOUS OCCURENCES

TO: FULL TIME AND PART TIME EMPLOYEES

DEFINITION OF SERIOUS OCCURENCES THAT SHOULD BE REPORTED IN THE 3 HOURS FOLLOWING THE INCIDENT BY ONLY GOING ON THE SITE OF THE MINISTRY OF EDUCATION (*SGPSGE*).

The following computers can access to the Ministry's site:

- a) The computer in the office of Anne Morris Bouchard**
- b) The computer in the office of Anne-Marie Marchand at Carrefour Jeunesse**

- c) The computer in the office of Isabelle Miner at Sainte-Trinité**

You will find the instructions to go to the website of the Ministry at each site since the login name and password differ depending on the site.

Can mean, but not limited to the following examples while a child is at the daycare:

- 1) Death of a child
- 2) Allegation of abuse and/or neglect
- 3) Life-threatening injury or illness
- 4) Disappearance of a child not found or left unsupervised temporarily
- 5) Unplanned disruption of normal operations: ex. Fire, flood, gas leak, detection of carbon monoxide, outbreak, lockdown, other emergency relocation or temporary closure

* The Crew Leader, supervisor or Daycare Services Manager will ensure that anyone who is aware of the incident remain on the premises until they inform the authorities about the incident.

**FOLLOW THE GUIDELINES TO REPORT A SERIOUS
OCCURRENCE ON PAGE 2.**

DEFINITION OF SERIOUS OCCURENCES THAT SHOULD BE REPORTED IN THE 24 HOURS FOLLOWING THE INCIDENT BY ONLY GOING ON THE SITE OF THE MINISTRY OF EDUCATION (*SGPSGE*).

The following computers can access to the Ministry's site:

- a) The computer in the office of Anne Morris Bouchard**
- b) The computer in the office of Anne-Marie Marchand at Carrefour Jeunesse**
- c) The computer in the office of Isabelle Miner at Sainte-Trinité**

You will find the instructions to go to the website of the Ministry at each site since the login name and password differ depending on the site.

Can mean, but not limited to the following examples:

- Serious injury requiring consultation with a doctor or hospital
- Disappearance of a child (who was found)
- Disaster on the premises
- Complaints about service standards, the physical aspects or security of the center
- Abuse of children by center staff or a visitor
- The unfavorable result on the quality of drinking water

GUIDELINES TO FOLLOW TO REPORT A SERIOUS OCCURRENCE:

1. When a serious occurrence happens, the staff (or witness) must immediately report what happened to the Crew Leader or supervisor. They will inform the manager of Daycare Services and the manager will inform the Director of the Community Services.
2. It is understood that depending on the circumstances of the incident, the fire department, the police, the ambulance, Valoris or other necessary services could be contacted taking into account the priorities of the incident.
3. Crew Leader or supervisor with the help of the manager will notify the parents.
4. The Crew Leader, the supervisor or the manager will notify the representative of the Ministry of Education within 3 hours or 24 hours after the incident, by type and severity of the incident. The manager makes sure to follow up with the Director of the Community Services.

5. The Crew Leader, with the help of the manager or supervisor, will complete the *report serious incidents or * the serious incident notification, available only on the website of the Ministry of Education (SGPSGE).
6. The *form of a serious incident notification , available on the website of the Ministry of Education (SGPSGE) must be completed and displayed prominently in the relevant child care center for a minimum of 10 days from the last update. This form must include a summary of the serious incident reported to the Ministry and actions taken accordingly.

The *serious incident notification form cannot include elements that could identify the child; therefore we cannot include the name or age of the child, the age group, the room or the staff involved in the incident.

7. The report and summary must be kept in a safe place for at least 3 years from the date of its creation.
8. In all cases of abuse to a child, Valoris and/or the police will be contacted by the employee, the Crew Leader, the supervisor or the manager of Daycare Services.
9. An annual report summarizes the serious occurrence during the calendar year and raising issues, trends and measures taken accordingly has to be completed by the operator. It will be kept in the operator's file that the responsible licensing staff can consult during the annual inspection.

GUIDELINES IN CASE OF CHILD ABUSE**TO: FULL TIME AND PART TIME EMPLOYEES**

1. In all cases of abuse to a child, the Director of the Community Services must be notified and he must notify the Clerk- Administrator in Chief when abuse is noted.
2. In all cases of abuse, a serious occurrence report shall be completed and the procedures related to a serious occurrence shall be applied.
3. In the case of bad treatment, * *The Serious Occurrence report form* will be displayed once all the stages of the investigation and the allegations are concluded by Valoris and the Ministry of Education.

GUIDELINES IN CASES OF DISAPPEARANCE OF A CHILD NOT FOUND

TO: FULL TIME AND PART TIME EMPLOYEES

1. In the case of the disappearance of a child, the employee responsible for the group will take a visual look by calling the child's name to try to find the missing child in his environment. The employee will ask the children in the group if they have seen the missing child.

Follow these guidelines in the case of a disappearance of a child not found:

2. The employee responsible for the group will make a global call with the walkie-talkie to ask the staff to make a visual check by calling the name of the missing child to find the missing child in their environment.
3. An employee will call 911 immediately.
4. An employee will call the parent of the child immediately.
5. An employee will call the manager of the Daycare Services immediately at 613-446-5853 or the following cell:
 - a) Anne Morris Bouchard, Manager 613-229-6845
 - b) Anne-Marie Marchand, Supervisor 613-223-5997
 - c) Isabelle Miner, Supervisor 613-914-6496
6. The available staff will do further research on the site to try to find the child.
7. The Ministry of Education will be notified as soon as possible either on the website of the Ministry of Education and/or email directly to our consultant of the Ministry of Education to inform them of the situation. 1-877-510-5333 childcare_ontario@ontario.ca
8. In the case of disappearance of a child that is not found, a call will be made to Valoris to inform them of the situation. 1-800-675-6168
9. The Director of the Community Services has to be informed 613-446-6022 x 2236 (Pierre Boucher) or x2297 (Jean-Luc Jubinville) and he must notify the Clerk- Administrator in Chief as soon as the disappearance of a child not found is noted.

10. In the case of a child not found, a serious occurrence report shall be filled on the website SGPSGE and procedures related to a serious occurrence shall be applied.
11. In the case of a child not found, * *The Serious Occurrence report form* will be displayed once all the stages of investigation and the allegations are concluded by Valoris and the Ministry of Education.

CORPORATION de la Cité de / of the City of Clarence-Rockland		Politique <i>Policy No.:</i>	GAR2007-01
		Sujet <i>Subject:</i>	Politique Loi de Sabrina/ Sabrina's Law
		Categorie <i>Category:</i>	Service de Garderies/ Day care Services
Date:	Septembre/September 2017	Résolution <i>Resolution No:</i>	2017-
Auteur <i>Author:</i>	Pierre Boucher	Règlement <i>By-law No:</i>	2017-

1.0 Énoncé de politique

1.0 Policy Statement

**Établir la politique de la Loi de Sabrina
visant les allergies anaphylactiques.**

**Establish the Sabrina's Law policy for
anaphylactic allergies.**

2.0 But/Objectif

2.0 Purpose/Objective

Dans la Sous-Section 3.10 – Anaphylactique de la *Loi 2014 sur la garde d'enfants et la petite enfance*, le Ministère de l'Éducation requiert que le Service de Garderies établisse une politique visant à protéger les enfants qui ont des allergies anaphylactiques.

In the Sub-Section 3.10 - Anaphylactic of the *Child Care and Early Years Act, 2014*, the Ministry of Education requires that the Daycare Services establish a policy aiming to protect the children with anaphylactic allergies.

3.0 Définitions

3.0 Definitions

“ANAPHYLAXIE”

Réaction allergique systématique grave qui peut être fatale, donnant lieu à un choc ou à un collapsus circulatoire.

“ANAPHYLAXY”

A severe systematic allergic reaction which can be fatal, resulting in circulatory collapse or shock.

4.0 Portée

4.0 Scope

Cette politique s'appliquera à tous les enfants qui fréquentent le Service de Garderies.

This policy will apply to all children attending the Daycare Services.

5.0 Procédures et ligne directrices

5.0 Policy Procedure/Guidelines

Le parent/tuteur légal et même l'enfant conscient de son allergie doit renseigner le Service de Garderies, lors de l'admission de celui-ci, de toute situation qui pourrait mettre la vie de l'enfant à risque; le parent/tuteur légal doit signer un consentement qui autorise les employés du Service de Garderies d'administrer l'Epipen ou aider l'enfant à se l'administrer, dans le cas où l'enfant est capable de le faire lui-même.

The parents/legal guardian and even the children conscious of his situation has to inform the Daycare Services of allergies that could be threatening for his life when admitting the child; the parents/legal guardians will need to sign a consent form to authorize the administration of the Epipen or assist the child to perform the administration of the Epipen, in the event that the child can do it himself.

Le parent/tuteur légal et même l'enfant conscient de son allergie ne pourra avoir recours à des actions en dommages-intérêts

The parents/legal guardian and even the children conscious of his situation can't appeal

pour un acte accompli de bonne foi dans le but de contrer une réaction anaphylactique conformément à la présente loi.

Le parent/tuteur légal et même l'enfant conscient de son allergie doit informer la garderie de tout changement et/ou nouveaux symptômes relatifs à l'allergie anaphylactique et doit informer la garderie si l'enfant n'est plus allergique et n'a plus besoin de médicament dès que possible. Dans ce cas, le parent devra remettre une note du médecin pratiquant confirmant que l'enfant n'est plus allergique.

Il est entendu que nos garderies ont éliminé du menu journalier tous les aliments qui contiennent des arachides et des noix et/ou tout autre aliment signalé par le parent/tuteur qui causerait une réaction anaphylactique à un enfant. Nous informons les membres du personnel, étudiants, bénévoles, clients et les visiteurs qui fréquentent nos garderies que nous ne pouvons permettre aux enfants d'apporter des aliments contenant des arachides et des noix et/ou tout autre aliment signalé par le parent/tuteur qui causerait une réaction anaphylactique; des affiches informant les parents et visiteurs que les aliments avec des arachides et des noix et/ou tout autre aliment signalé par le parent/tuteur qui causerait une réaction anaphylactique à un enfant ne sont pas permis dans notre établissement, dus aux conséquences mortelles pouvant résulter des allergies anaphylactiques, sont installées dans nos entrées principales ainsi que dans la porte de vestiaire de chaque groupe. Cette liste sera mise à jour systématiquement lorsqu'un parent nous informera d'un nouveau aliment/élément pouvant causer une réaction anaphylactique.

Afin d'éviter toute confusion, le « WOW BUTTER » sera refusé dans les garderies de la Cité de Clarence-Rockland.

Nous éliminerons systématiquement de la garderie les aliments, produits et matériaux dont le parent nous informe que son enfant a une allergie anaphylactique, pendant le séjour

for damage-interest for an action of good faith aiming to help an anaphylactic reaction in conformity with the present law.

The parents/legal guardians and even the child conscious of his situation has to inform the daycare of all changes and/or new symptoms concerning the anaphylactic allergy and inform the daycare if the child doesn't have the allergy anymore and doesn't need the medication anymore as soon as possible. In this case, the parent must submit a doctor's note confirming that the child has no more allergies.

It is understood that we eliminated from our daily menu all peanuts and food containing nuts and/or all other food identified by the parent/tutor that would cause an anaphylactic reaction to a child. Staff members, students, volunteers, clients and daycare visitors are informed that children are not allowed to bring peanuts and nuts and/or all other food identified by the parent/tutor that would cause an anaphylactic reaction in the day care premises; posters informing parents and visitors that peanuts and nuts and/or all other food identified by the parent/tutor that would cause an anaphylactic reaction are not allowed in the day care premises, due to the deadly situation that could result to an anaphylactic allergy, have been installed in the main entrances and cloakroom doors. This list will be systematically updated to add new food/elements causing an anaphylactic reaction when informed by the parent.

To avoid confusion, the " WOW BUTTER " will be refused in the Clarence-Rockland daycares.

We will systematically eliminate food, product and material that could cause an anaphylactic reaction upon parent's information during the child's stay at the daycare. Staff members,

de l'enfant à la garderie. Les membres du personnel, étudiants, bénévoles, clients et visiteurs qui fréquentent la garderie seront informés par biais de lettre lorsqu'un nouvel aliment, produit et matériel n'est pas permis à la garderie à cause de réaction anaphylactique. Les aliments, produits et matériaux peuvent différer d'un jour à l'autre; la liste des aliments, produits et matériaux sera donc mise à jour, selon les allergies anaphylactiques existante à la garderie.

Les membres du personnel, étudiants et bénévoles de la garderie seront informés des enfants ayant des allergies anaphylactiques afin de réduire les risques d'exposition à des agents pathogènes anaphylactiques dans les salles et les zones communes de la garderie; une liste des enfants ayant des allergies sera affichée dans chaque salle de la garderie, incluant dans la cuisine où est préparé la nourriture et cette liste sera insérée dans la planchette de présence qui suit le groupe dans les différents locaux utilisés par la garderie, dans l'aire de jeu extérieur et lors des sorties éducatives.

Les membres du personnel, étudiants et bénévoles devront être vigilants lorsqu'un enfant a une réaction anaphylactique aux piqûres d'insectes lors du jeu extérieur. Les membres du personnel, étudiants et bénévoles doivent entrer les enfants à l'intérieur lorsqu'un insecte susceptible de provoquer une réaction anaphylactique reste dans l'aire de jeu, après que les membres du personnel aient tenté sans succès d'éliminer l'insecte.

Un plan individuel, incluant le nom de l'enfant, avec sa photo, la description de l'allergie anaphylactique ou restrictions alimentaires ainsi que les directives et contacts d'urgence, sera disponible en tout temps pour les membres du personnel, étudiants et bénévoles du Service de Garderies. La chef d'équipe/superviseure de la garderie sera responsable de remettre la politique de la Loi de Sabrina et le plan individuel de chaque enfant concerné aux membres du personnel, étudiants et bénévoles du service de garde et s'assurera que chacun signe le document comme preuve qu'ils ont

students, volunteers, clients and daycare visitors will be informed through a letter when a food, product and material are not allowed at the daycare. Food, product and material can differ from one day to another; the list of food, product and material will be updated, according to the existing anaphylactic allergies at the daycare.

Staff members, students and volunteers of the day care will be informed of children with allergies in order to reduce the risk of exposition of anaphylactic pathogenic agents in the rooms and shared zones within the day care premises; a list of the children with allergies will be posted in each rooms of the day care, including the kitchen where the food is prepared and this list will be inserted in the attendance board that follows the group in the different rooms used by the daycare, in the outdoor play area and during field trips.

Staff members, students and volunteers have to be vigilant when a child has an anaphylactic reaction of bug bites/stings during outdoor play. Staff members, students and volunteers have to get the children inside the daycare when the identified bug that could cause an anaphylactic reaction stays in the outdoor play area after the staff member attempted to eliminate the bug without success.

An individual plan, including the names and the pictures of the children, the description of the anaphylactic allergy's or dietary restrictions and the emergency contacts and procedures will be available at all times for staff members, students and volunteer of the Daycare Services. The daycare crew leader/supervisor will be responsible to give the Sabrina's Law policy and the individual plan for each concerned child to the staff members, students and volunteer of the daycare and will ensure that each sign the document as proof that they are aware of the

pris connaissance de la politique et des plans individuels. La politique et la liste des allergies anaphylactiques existantes dans la garderie sera remise aux parents/tuteurs lors de l'inscription de l'enfant.

La chef d'équipe/superviseure de la garderie sera responsable de s'assurer que le plan individuel est mis en œuvre et suivi par tous les individus en contact avec les enfants de la garderie.

Chaque plan sera révisé annuellement par tous les membres du personnel, étudiants et bénévoles de la garderie.

PROCÉDURES GÉNÉRALES

Le Service de Garderies inclura la Loi de Sabrina dans le document des politiques municipales que les membres du personnel, stagiaires et bénévoles doivent lire, comprendre et signer avant d'être en contact avec les enfants. Cette politique sera revue et signée, au terme d'un an ou à chaque fois que des modifications y sont apportées, par tous les membres du personnel, stagiaires et bénévoles du Service de Garderies.

La chef d'équipe/Superviseure de la garderie sera responsable de présenter tous les plans individuels anaphylactiques aux membres du personnel actuels ainsi qu'aux nouveaux employés, étudiants et bénévoles avant le premier contact avec les enfants. Il est entendu que tous les membres du personnel, étudiants et bénévoles devront réviser le plan individuel anaphylactique des enfants concernés au terme d'un an ou à chaque fois que des modifications y sont apportées, signer et dater le formulaire de connaissance de chaque plan individuel.

Il est entendu que l'administration du Service de Garderies s'attend à ce que les employés, stagiaires, bénévoles, clients et visiteurs des garderies suivent les procédures de la Loi de Sabrina tel qu'établies et suivent les instructions élaborées de chaque plan individuel anaphylactique du site.

Dans l'éventualité qu'un ou des employés, étudiants, bénévoles, clients et visiteurs des garderies de la Cité de Clarence-Rockland ne suivraient pas les procédures de la Loi de Sabrina tel qu'établies et/ou ne suivraient pas

policy and individual plans. The policy and the list of existing anaphylactic allergies in the daycare will be provided to parents/guardians at registration of the child.

The daycare crew leader/supervisor will be responsible to ensure that the individual plan is implemented and followed by all persons in contact with children in daycare.

Each plan will be revised annually by the staff members, students and volunteers of the daycare.

GENERAL PROCEDURES

The Daycare Services will include Sabrina's Law in the municipal policy document that staff members, trainees and volunteers read, understand and signs before being in contact with children. This policy will be read and signed after a term of twelve months or whenever there are changes by the staff members, trainees and volunteers of the Daycare Services.

The Crew Leader/Supervisor of the daycare will be responsible to present all individual anaphylactic plans to the actual and new staff members, students and volunteers before their first contact with children. It is understood that all staff members, trainees and volunteers will revise all individual anaphylactic plans for each concerned child after a term of twelve months or whenever there are changes, sign and date to confirm their knowledge of each individual anaphylactic plan.

It is understood that the administration of Daycare Services expects that employees, trainees, volunteers, clients and visitors follows the procedures of Sabrina's Law, as established and follows the instructions developed for each anaphylactic individual plans on site.

In the event that one or some employees, trainees, volunteers, clients and visitors doesn't follow the procedures of Sabrina's Law, as established and/or doesn't follow the instructions developed for each anaphylactic

les instructions élaborées de chaque plan individuel anaphylactique du site, une rencontre serait organisée avec l'individu ou les individus concernés afin de discuter de l'importance de suivre les procédures de la Loi de Sabrina et les plans individuels anaphylactiques.

Un congédiement ou l'interdiction d'entrée à la garderie pourrait être appliqué si l'individu ou les individus ne coopèrent pas suite à l'avertissement.

Le Service de Garderies inclura la Loi de Sabrina dans le pamphlet d'admission de l'enfant et le parent sera tenu d'apposer sa signature ce qui confirmera que le parent a pris connaissance du document. Le document signé sera archivé dans la filière de l'enfant.

ADMINISTRATION DE MÉDICAMENT

L'Épipen ou tout autre médication pour contrer la réaction anaphylactique, prescrite par le médecin pratiquant, doit identifier le nom de l'enfant, avec la date d'expiration du médicament, le dosage et les instructions de procédure d'administration du médicament; ces instructions seront revues annuellement par tous les membres du personnel, étudiants et bénévoles. L'Épipen doit suivre l'enfant en tout temps à la garderie; l'Épipen sera soit accrochée à la planchette de présence ou dans la trousse de premiers soins, de façon à être accessible par tous les employées, mais inaccessible pour les enfants.

EXCEPTION : Conformément à la Sous-Section 3.11 de la *Loi 2014 sur la garde d'enfants et la petite enfance*, l'enfant pourra porter sur lui son médicament d'urgence contre l'allergie en tout temps, dans une pochette à la ceinture, puisque le temps d'administration du médicament est limité, avec le consentement du parent/tuteur. Le consentement du parent/tuteur sera conservé dans le dossier de l'enfant à la garderie.

Les membres du personnel, étudiants et bénévoles auront une formation sur les réactions anaphylactiques et manipulation de l'Épipen, lors de la certification du cours de secourisme général.

individual plans on site, a meeting would be held with the individual or individuals concerned to discuss the importance of following the procedures of Sabrina's Law and anaphylactic individual plans.

Dismissal or denial of entry to day care could be applied if the individual or individuals do not cooperate following the warning.

The Daycare Services will include Sabrina's Law in the child's admission form and the parents will have to sign the document to confirm that they understand the policy. The signed document will be archived in the child file.

MEDICATION ADMINISTRATION

The Epipen or any other anaphylactic medication prescribed by the doctor practicing has to be identified with the child's name, the expiry date and the medicine administration instructions; instructions will be revised annually by all daycare staff members, students and volunteers. The Epipen has to follow the child at the daycare at all time; the Epipen will be hooked on the attendance board or in the first aid kit in order to be accessible to all employees but inaccessible for the children.

EXCEPTION: In accordance to the Sub-Section 3.11 - of the *Child Care and Early Years Act, 2014*, a child can keep an emergency allergic medication on him/her at all time in a belt around their waist, because of the limited time we have to administrate the medication to the child, with the consent of the parent/tutor. The consent will be kept in the child's file at the daycare.

The staff members, students and volunteers will have the anaphylactic allergies trainee course and the instructions on how to use the Epipen during the standard first aid certification.

<p>Dans le cas où un enfant fait une réaction allergique anaphylactique, l'employé présent lors de l'incident sera tenu d'informer l'administration du Service de Garderies et de compléter le signalement d'incident grave sur le site du Ministère de l'Éducation. La copie du signalement d'incident grave sera remis au parent/ tuteur légal et une copie conforme sera insérée dans la filière de l'enfant.</p>	<p>In the event that a child had an anaphylactic allergic reaction, the employee working at the time of the incident have to inform the Daycare Services administration and complete the serious occurrence incident on the Ministry's site. The parent will receive a copy of the incident and a replica will be archived in the child file.</p>
--	---

Review and Amendments

<i>Date:</i>	<i>Révisé par : / Reviewed by:</i>	<i>Rapport No. / Staff Report No.</i>

CORPORATION de la Cité de / of the City of Clarence-Rockland		Politique <i>Policy No.:</i>	GAR2017-05
		Sujet <i>Subject:</i>	Politique de la supervision du sommeil/Sleep policy
		Categorie <i>Category:</i>	Service de Garderies/Daycare Services
Date:	Septembre/September 2017	Résolution <i>Resolution No:</i>	
Auteur <i>Author:</i>	Pierre Boucher	Règlement <i>By-law No:</i>	2017-

1.0 Énoncé de politique

1.0 Policy Statement

Établir une politique de repos et de surveillance lors du repos.	Establish a rest policy and supervision during the rest.
---	---

2.0 But/Objectif

2.0 Purpose/Objective

Dans la Sous-Section 4.13 – Politique sur la Supervision du sommeil de la <i>Loi 2014 sur la garde d'enfants et la petite enfance</i> , le Ministère de l'Éducation requiert que le Service de Garderies établisse une politique visant à régler la période de repos des enfants pendant la journée.	In the Sub-Section 4.13 – Sleep policies and supervision of the <i>Child Care and Early Years Act, 2014</i> , the Ministry of Education requires that the Daycare Services establish a policy aiming to regulate a children's rest period during the day.
--	---

3.0 Définitions

3.0 Definitions

La <i>Loi 2014 sur la garde d'enfants et la petite enfance</i> , Sous-Section 4.13 prévoit que le Service de Garderies mette en place une politique concernant le temps de repos et la supervision des enfants qui font une sieste dans les groupes de bambins et de préscolaires.	The <i>Child Care and Early Years Act, 2014</i> , Sub-Section 4.13, expect that the Daycare Services has a sleep policy and supervision of the toddler and preschool groups during nap time.
--	--

4.0 Portée

4.0 Scope

Cette politique s'appliquera à tous les enfants qui fréquentent le Service de Garderies.	This policy will apply to all children attending the Daycare Services.
--	--

5.0 Procédures et ligne directrices

5.0 Policy Procedure/Guidelines

a) Chaque enfant dans un groupe autorisé de bambins ou préscolaires, qui bénéficie de service de garde pendant six heures ou plus par jour, doit avoir une période de repos d'au plus de 2 heures.	a) Each child in a licensed toddler or preschool group who receives child care for six hours or more in a day has a rest period not exceeding two hours in length.
--	--

b) L'enfant est autorisé à dormir, se reposer ou faire des activités tranquilles en fonction de ses besoins.

c) Le personnel de la garderie doit faire une inspection visuelle directe des enfants à tous les 30 minutes lorsqu'ils dorment, en étant présent physiquement à leurs côtés et en surveillant les signes de détresse et les comportements inhabituels.

Suite à l'inspection visuelle à toutes les 30 minutes, l'employé devra remplir le formulaire conçu pour les inspections visuelles afin de noter l'information des enfants qui dorment ou qui ne dorment pas ou qui ont des signes ou comportements inhabituels, ainsi que des actions prises par l'employé.

d) Le personnel doit s'assurer que l'éclairage est suffisant dans l'aire de repos pour effectuer des inspections visuelles directes. Lorsque l'éclairage n'est pas suffisant, l'employé utilisera une lampe de poche.

e) En plus de faire une surveillance visuel direct avec les enfants pendant la période de repos, le personnel doit circuler régulièrement afin de s'assurer que les enfants sont toujours dans leur lit de camp et que chaque enfant se porte bien.

f) Les enfants doivent tous avoir un lit de camp qui sera identifié à leur nom.

g) Les parents seront informés des politiques et procédures et consultés au sujet des arrangements entourant le sommeil des enfants au moment de l'inscription et à tout autre moment pertinent, comme lors des transitions d'un programme ou d'un groupe à l'autre, ou à la demande du parent.

h) Tout changement important observé dans les habitudes de sommeil d'un

b) The child is permitted to sleep, rest or engage in quiet activities based on the child's needs.

c) The daycare staff must make direct visual inspection of the children every 30 minutes when they sleep by being physically present with them and monitoring the distress and unusual behavior.

Following visual inspection every 30 minutes, the employee must complete the form designed for visual inspections in order to record the information of children sleeping or who do not sleep or have unusual signs or behaviors, as well as actions taken by the employee.

d) Staff must ensure that there is adequate lighting in the rest area to make direct visual inspections. When the lighting is not enough, the employee will use a flashlight.

e) In addition to direct visual supervision with children during the rest period, staff will regularly circulate in the rest area to ensure that children are still in their cots and that each child is doing well.

f) Children must all have a cot that will be identified with their name.

g) Parents will be informed of the policies and procedures and consulted about the arrangements surrounding the sleep of children at time of registration and any other relevant time, such as during transitions from one program or group to another, or at the request of the parent .

h) Any significant changes observed in the sleep patterns of a child or

<p>enfant ou dans son comportement pendant son sommeil doit être communiqué aux parents et donner lieu à des ajustements dans la manière dont l'enfant est surveillé pendant son sommeil.</p> <p>i) Les enfants âgés de 12 et 13 mois doivent être placés sur le dos pendant leur sommeil afin de réduire les risques du syndrome de mort subite du nourrisson (SMSN). Par contre, lorsque les poupons se tournent d'eux-mêmes sur le ventre ou sur le côté, il n'est pas nécessaire de les remettre sur le dos. L'employé responsable de la sieste fera l'inspection visuelle telle que prévu à l'item (c).</p>	<p>in his behavior during sleep should be communicated to parents and lead to adjustments in the way the child is monitored during sleep.</p> <p>i) Children 12 to 13 months must be placed on their back during their sleep to reduce the risks of the crib death syndrome. On the other hand, when infants turn by themselves on their stomach or on their sides, it is not necessary to turn them on their back. The employee responsible for the naptime will make all visual inspections as planned in item (c).</p>
--	---

Review and Amendments

<i>Date:</i>	<i>Révisé par : / Reviewed by:</i>	<i>Rapport No. / Staff Report No.</i>

CORPORATION de la Cité de / of the City of Clarence-Rockland		Politique <i>Policy No.:</i>	GAR2017-06
		Sujet <i>Subject:</i>	Politique Liste d'attente/ Waiting list
		Categorie <i>Category:</i>	Service de Garderies/Daycare Services
Date:	Juin/June 2017	Résolution <i>Resolution No:</i>	
Auteur <i>Author:</i>	Pierre Boucher	Règlement <i>By-law No:</i>	2017-

1.0 Énoncé de politique

1.0 Policy Statement

Établir une politique pour la Liste d'attente.	Establish a policy for the waiting list.
--	--

2.0 But/Objectif

2.0 Purpose/Objective

Dans l'article 45 et 75.1 du Règlement de l'Ontario 137/15 – Liste d'attente de la <i>Loi 2014 sur la garde d'enfants et la petite enfance</i> , le Ministère de l'Éducation requiert que le Service de Garderies établisse une politique concernant la gestion transparente et clairement de la liste d'attente.	In Article 45 and 75.1 of Regulation 137/15 Ontario - Waiting List in the <i>Child Care and Early Years Act, 2014</i> , the Ministry of Education requires that Daycare Services establish a transparent and clearly managed policy in regards of the waiting list.
---	---

3.0 Définitions

3.0 Definitions

Lignes directrices de la liste d'attente dont les employés du Service de Garderies doivent suivre en tout temps.	Daycare Services waiting lists guidelines to be followed at all time.
--	---

4.0 Portée

4.0 Scope

Cette politique s'appliquera à tous les clients voulant ajouter le nom de leur enfant sur la liste d'attente du Service de Garderies.	This policy will apply to all customers wishing to add their child's name on the waiting list for Daycare Services.
---	---

5.0 Procédures et ligne directrices

5.0 Policy Procedure/Guidelines

Le parent doit contacter l'administration du Service de Garderies afin d'ajouter le nom de son enfant sur la liste d'attente. Il est entendu qu'il n'y a aucun frais applicable lorsque le parent mets le nom de son enfant sur la liste d'attente.	The parent has to contact the Daycare Services administration in order to add their child's name on the waiting list. It is understood that there is no applicable fee to add a child on the waiting list.
---	--

L'administration du Service de Garderies de la Cité de Clarence-Rockland gère une liste d'attente centralisée.

Voici les procédures et politiques concernant la gestion de la liste d'attente informatisée :

- a) Les informations de la liste d'attente sont confidentielles et ne seront divulguées qu'à la chef d'équipe/superviseure concernée qu'au moment du rendez-vous d'admission, lorsque le parent confirmera qu'il réserve la place pour son enfant à la garderie.
- b) La liste d'attente est séparée, selon deux groupes d'âge, soit bambin/préscolaire et parascolaire. Également, afin de faciliter les recherches lorsqu'une place est disponible, il y a une liste d'attente individuelle pour chacun des 5 villages de la Cité de Clarence-Rockland.
- c) Le parent/tuteur légal doit fournir son nom et prénom, numéro de téléphone pour le joindre (maison, cellulaire, travail), son courriel ainsi que le prénom et la date de naissance de son enfant.
- d) La date à laquelle le client s'est ajouté à la liste d'attente déterminera son rang.
- e) La date la plus ancienne étant la priorité de l'appel à venir, selon le groupe d'âge. Aucune autre raison valable ne détermine le rang de la liste d'attente.
- f) Lorsqu'une place est disponible dans un groupe, l'employée responsable de la liste d'attente s'assure de contacter le parent du premier enfant correspondant au groupe d'âge selon la priorité du rang. Si le parent ne répond pas à l'appel un message sera laissé à tous les numéros de téléphone fourni par le parent et un courriel sera également envoyé.
- g) Lorsque nous contactons un parent dont l'enfant n'a pas encore 18 mois (12 à 18 mois = nous avons le droit à 3 enfants d'âge d'exception dans chaque groupe de bambin) et que le parent

The administration of the Daycare Services of Clarence-Rockland manages a centralized waiting list.

Here are the procedures and policies for the management of computerized waiting list:

- a) The information in the waiting list is confidential and will be disclosed to the concerned crew leader/supervisor at the time of the admission appointment, when the parent confirms that he reserved the space for their child at daycare.
- b) The waiting list is separated into two age groups, either toddler/preschool or school age. Also, to facilitate searches when a space is available, there is a single waiting list for each of the five villages of Clarence- Rockland.
- c) The parent/legal guardian must provide their name, telephone number to reach them (home, cell, work), email and the name and date of birth of their child.
- d) The date on which the client is added to the waiting list will determine its rank.
- e) The earliest date being the priority of the next call, by age group. No other valid reason determines the rank of the waiting list.
- f) When a space become available in a group, the responsible employee for the waiting list ensures to contact the parent according to the age group and priority of rank. If the parent does not respond to the call, a message will be left to all phone numbers provided by the parent and an email will also be sent.
- g) When we contact a parent whose child is not yet 18 months (12 to 18 months = we have the right to accept 3 children of age exception in each toddler's group) and the parent informs us that

nous informe que son enfant ne marche pas, il restera sur la liste d'attente statu quo à son rang jusqu'à ce qu'il atteigne 18 mois.

- h) Le parent aura un délai de 48 heures pour confirmer qu'il désire réserver la place pour son enfant.
- i) Lorsque nous avons une confirmation dans les délais prescrits, un rendez-vous d'admission sera organisé avec la chef d'équipe/superviseure de la garderie concernée.
- j) Le parent qui refuse la place pourra soit enlever son nom de la liste d'attente ou sera placé au dernier rang de la liste d'attente. Après le 3^e refus, le nom sera retiré de la liste d'attente.
- k) Le parent qui ne retourne pas l'appel dans les délais prescrits sera retiré automatiquement de la liste d'attente.
- l) Le parent pourra communiquer avec l'administration du Service de Garderies pour connaître son rang sur la liste d'attente.
- m) Aucune place ne sera garantie ou réservée à l'avance; la place ne sera réservée que lorsque l'administration du Service de Garderies aura communiqué avec le parent pour lui offrir la place.
- n) Le parent a l'obligation d'informer l'administration du Service de Garderies lorsque son enfant a des besoins particuliers (par exemple, mais non une liste complète: retard langagier, physique ou mental).
- o) Dans le cas n) un rendez-vous d'observation sera organisé à la garderie avec le Service d'Intégration des Comtés Unis de Prescott Russell. Le Service d'Intégration fournira les fonds pour payer le salaire d'une assistante de programme lorsque ce sera nécessaire pour l'enfant à besoins particuliers. Lorsque le Service d'Intégration ne peut fournir les fonds nécessaires, l'enfant restera sur la liste d'attente statu quo à son rang jusqu'à ce que le Service d'Intégration nous

their child does not walk, the child will remain on the waiting list status quo in his place until he reaches 18 months.

- h) The parent will have 48 hours to confirm that he wishes to reserve the place for their child.
- i) When we have a confirmation on time, an admission appointment will be organized with the crew leader/supervisor of the concerned daycare center.
- j) The parent who refuses the place will either remove his name from the waiting list or be placed at the bottom of the list. After the third refusal, the name will be removed from the waiting list.
- k) The parent who does not return the call within the prescribed time will be automatically removed from the waiting list.
- l) The parent may contact the administration of Daycare Services to get their rank on the waiting list.
- m) No space will be guaranteed or reserved in advance; the place will be reserved when the administration of Daycare Services has contacted the parent to offer him the space.
- n) The parent has an obligation to inform the administration of Daycare Services when the child has special needs (for example, but not a complete list : language delay , physical or mental delay).
- o) In the case n) an observation appointment will be held at the daycare with the Integration Services of United Counties of Prescott Russell. The Integration Service will provide the funds to pay the salary of a program assistant when necessary for the child with special needs. When the Integration Service cannot provide the necessary funds, the child will remain on the waiting list status quo in his rank until the Integration Services confirms they have the funds to pay wages for

confirme qu'il a les fonds pour payer le salaire d'une assistante de programme.	the program assistant.
---	------------------------

Review and Amendments

<i>Date:</i>	<i>Révisé par : / Reviewed by:</i>	<i>Rapport No. / Staff Report No.</i>

PRATIQUES ET PROCÉDURES SANITAIRES

Voici les pratiques et procédures sanitaires qui sont applicables par le Service de Garderies de la Cité Clarence-Rockland et approuvées par le Ministère de l'Éducation.

LAVAGE

1. Papier à main jetable ou des débarbouillettes et essuie-main étiquetés.
2. Mettre la débarbouillette au lavage après l'avoir utilisé pour un enfant.
3. Les brosses et peignes devraient être dans un désinfectant en tout temps.
4. Un contenant à savon liquide doit être utilisé en tout temps.
5. Les enfants et employés se lavent les mains après le jeu extérieur, avant et après les repas, avant et après chaque routine de toilette, après avoir essuyé son nez ou le nez d'un enfant et après avoir éternué ou toussé dans les mains.
6. Chaque fois que les mains sont visiblement souillées

Dans l'éventualité que les enfants et les employés n'aient pas accès à de l'eau courante pour procéder au lavage de main, selon la description de l'item 5 et 6 du « Lavage », l'éducatrice doit apporter du Purrell et s'assurer que chaque enfant a bien frotté ses mains jusqu'à ce qu'il soit sec après l'application de Purrell. Cette procédure doit être suivie lorsqu'il n'y a pas d'accès à l'eau courante et/ou lors des activités à l'extérieur.

SACHET GLACÉ (ICE PAK)

Suite à la visite du Bureau de Santé et du Ministère de l'Éducation, il a été exigé que les enfants qui apportent leur goûter à la garderie, insèrent un sachet glacé "Ice pak" dans leur boîte à goûter. Ceci assurera que le goûter est encore frais à l'heure du dîner.

À noter que les enfants ne peuvent utiliser le réfrigérateur de la garderie puisque nous avons besoin de l'espace pour la nourriture que la garderie fournit.

L'ÉQUIPEMENT ET MEUBLES

1. Le plancher doit être propre et laver tous les jours. Les tapis doivent être balayés tous les soirs et devraient être lavés deux fois par année ou quand ils sont souillés.
2. Laver les tables avec du savon avant et après chaque repas et désinfecté.
3. Les jouets et équipements devraient être désinfectés:
 - A. Poupes - tous les jours
 - B. Bambins - toutes les semaines ou lorsqu'on voit les jouets dans la bouche de l'enfant
 - C. Préscolaires et Parascolaires - tous les mois ou lorsqu'on voit que les jouets sont sales
 - D. Pour tous les groupes - désinfecter les jouets et équipements quand un enfant a une maladie contagieuse
4. Les petits lits doivent être désinfectés à toutes les semaines et les draps lavés une fois par semaine. Chaque enfant doit avoir son propre lit

5. Le(s) carré(s) de sable à être inspecté tous les jours pour les excréments d'animaux, des poubelles et devraient être recouvertes à la fin de la journée.
6. Idéalement, le bac à eau doit être vidé, nettoyé et désinfecté tous les jours (1 ml d'eau javel pour 1 litre d'eau OU le BODSAN)

CUISINE

1. Le plancher de la cuisine doit être recouvert de tuiles ou prélat.
2. Tous équipements, surfaces de travail ainsi que les ustensiles doivent être propres et désinfectés après chaque utilisation afin de prévenir les maladies infectieuses.
3. Les poubelles doivent être couvertes et éloignées de la nourriture. Elles doivent être vidées tous les soirs.
4. Toute la vaisselle doit être lavée, rincée et désinfectée comme suit:
 - A. Lave-vaisselle commercial OU
 - B. 3 lavabos (laver, rincer et désinfecter) OU
 - C. Lave-vaisselle commercial OU
 - D. 2 lavabos

Procédures de lavage:

- a. Laver la vaisselle avec l'eau savonneuse
- b. Rincer la vaisselle à l'eau chaude (minimum 43⁰ C)
- c. Désinfecter (4 ml d'eau javel avec 1 lt d'eau, température 24⁰ C)
- d. Tremper pour 1 minute
- e. Sécher à l'air

OU

Si vous utilisez le lave-vaisselle, servez-vous d'un détergent à vaisselle avec chlore.

CHANGEMENT DE COUCHE

Les procédures pour le changement de couche, fourni par le bureau de santé, sont affichées dans la salle de rechange et suivie comme indiqué.

DÉSINFECTANT

Le manuel que le Bureau de Santé nous a envoyé contient l'information appropriée pour le désinfectant avec les avantages et désavantages.

FICHES SIGNALÉTIQUES

Chaque garderie doit conserver la fiche signalétique des produits utilisés pour nettoyer et/ou désinfecter les surfaces et jouets. Il est entendu que la fiche signalétique doit être renouvelée avant que la date d'expiration soit échu.

MALADIES

Voici les recommandations à suivre pour exclure un enfant du Service de Garderies:

NOTE: en cas d'urgence, l'enfant doit être transporté par ambulance OU taxi à l'hôpital le plus

près. Un employé doit accompagner l'enfant et apporter le dossier de l'enfant.

NOTE: S'il y a des marques ou des bleus sur le corps de l'enfant qui pourraient démontrer de l'abus, le cas doit être rapporté à "l'Aide à l'enfance".

NOTE: Pour toutes les garderies » un employé doit accompagner l'enfant à l'urgence. (Spécifier dans nos politiques)

ANIMAUX

Aucun animal qui pourrait mettre les enfants en danger n'est permis dans les garderies licenciées de la Cité Clarence-Rockland (Ex: tortue).

PREMIERS SOINS

1. Tous les centres du Service de Garderies doivent avoir des trousse de premiers soins et le manuel. Tout le personnel doit être au courant où se trouve la trousse. Les centres du Service de Garderies devraient également avoir une petite trousse portative pour les sorties éducatives.
2. La liste recommandée pour la trousse de premiers soins a été fournie par le Bureau de Santé et doit être suivit.
3. Afin de rencontrer les normes de *l'Acte sur la garde d'enfants et la petite enfance*, établies par le Ministère de l'Éducation, tous les employés du Service de Garderies, incluant les bénévoles et stagiaires doivent avoir un cours secourisme général et Respiration Cardio Pulmonaire pour poupons, enfant et adulte à jour.

À NOTER: Si le Bureau de Santé dans votre région ne fournit aucune information concernant ce document, vous pouvez contacter votre Ministère de l'Éducation.

PROCEDURES AND SANITARY PRACTICES

Here are the procedures and sanitary practices that are applicable in all municipal licensed daycares of the City of Clarence-Rockland and approved by the Ministry of Education.

WASHING

1. Disposable paper towel or labelled wash cloth and towel.
2. Face clothes should be used once and then laundered.
3. Brushes and combs should be kept in a sanitizing solution at all times.
4. A liquid soap dispenser must be used at all times.
5. Children and staff must wash their hands after outdoor play, before and after serving food, before and after the bathroom routine, after whipping your nose or a child's nose and after sneezing or coughing in your hands.
6. Each time the hands are visibly dirty

In the event that children or staff do not have access to a water tap to wash their hands, according to the description of item 5 and 6 of "Washing", the educator has to bring Purrell and make sure that each child has rubbed their hands until they are dried after applying the Purrell. This procedure has to be followed when there is no water tap available and/or during outdoor activities.

ICE PAK

Following the visit of the Health Unit and the Ministry of Education, it was required that children who bring their lunch at the daycare need to add an "Ice pak" in their lunch box. This way, we are sure that their lunch is still fresh at lunch time.

Please note that children cannot use the daycare refrigerator because we need the space for the food that the daycare provides.

EQUIPMENT AND FURNISHING

1. The floors must be kept clean and washed every night. Carpets are vacuumed daily and washed twice a year or as they become soiled.
2. Tables are to be washed with soap and disinfected before and after each meal.
3. All toys and play equipment must be sanitized as followed:
 - A. Infants - every day
 - B. Toddlers - weekly or as they put it in their mouth
 - C. Preschoolers and school aged children - monthly or when we see that they are soiled
 - D. For all age groups - disinfect the toys and equipment when a child has a communicable disease
4. All cots must be sanitized weekly and the beddings washed once a week. Each child must have their own cot.
5. All sand boxes should be inspected daily for animal droppings, garbage and covered at

the end of each day.

6. Water play must be emptied, washed and sanitized daily (1 ml of bleach per 1 litre of Water OR BODSAN)

KITCHEN

1. Kitchen floors must be either tiles or cushion floors.
2. All equipment, work surfaces and utensils must be kept washed and sanitized, after each use, to help prevent infectious diseases.
3. Garbage cans must have a cover and kept away from food. The garbage cans must be emptied every night.
4. All dishes must be washed, rinsed and sanitized as followed:
 - A. Commercial dishwasher OR
 - B. 3 sinks (wash, rinse and sanitize) OR
 - C. Commercial dish washer OR
 - D. 2 sinks

Washing procedures:

- a. Wash dishes with hot soapy water
- b. Rinse the dishes with hot water (minimum 43⁰ C)
- c. Sanitize (4 ml of bleach with 1 lt of water, temperature 24⁰ C)
- d. Soak for 1 minute
- e. Air dry

OR

If using a dishwasher, use chlorinated dishwashing detergent.

DIAPER PROCEDURES

The diaper procedures must be followed as indicated by the Health Unit.

SANITIZER

Health unit manual has provided all the information regarding the sanitizing advantages and disadvantage.

TECHNICAL DATA SHEET

Each daycare has to keep the Technical Data Sheet of products used to clean and disinfect surfaces and toys. It is understood that the Data Sheet has to be renewed before the expiration date.

ILLNESS

Here are the recommendations to exclude a child from the daycare:

NOTE: Emergency actions are taken and the child is to be transported by ambulance or taxi to

the nearest hospital immediately. A staff member must accompany the child and bring the child's file.

NOTE: If you see bruises or marks on the child's body that could indicate child abuse, the case must be reported to the "Child's aid society."

NOTE: For all daycares » an employee has to accompany the child to the hospital. (Specified in our policies).

ANIMALS

No pets that could be a threat to the children are allowed at the daycare. (Ex: turtle)

FIRST AID

1. All day cares must have a first aid kit and the manual. All staff must know where to find the kit and the manual. We should also have a portable first aid kit for trips or off the premises activities.
2. The list of the first aid kit as been provided by the local Health Unit and must be followed.
3. In order to meet the Child Care and Early Years Act, 2014, established by the Ministry of Education, it is required that all employees in contact with children of the Daycare Services, including volunteers and trainees, be certified with a valid standard first aid, CPR course, including infant, child and adult, and that it is renewed before the expiration date.

NOTE: If the Health Unit doesn't provide information that has been referred in this document, contact the Ministry of Education.

PROCESSUS LORS DU CHANGEMENT DES COUCHES

Lavez-vous les mains avec du savon.

Assurez-vous de placer, à votre disposition, tous les items nécessaires pour le changement de couche près de la table à langer, **avant** d'y installer l'enfant.

Facultatif : placez un protecteur jetable ou un piqué (partagé ou individuel) sur la table à langer.

Si les parents ont autorisé l'usage de produits pour le soin de la peau, préparez-les dès maintenant.

Utilisez un applicateur jetable et mettez la quantité requise du produit sur l'applicateur.

Placez l'enfant sur la table à langer.

NE LAISSEZ JAMAIS L'ENFANT SEUL OU/ET SANS SURVEILLANCE SUR LA TABLE A LANGER.

Vous pouvez porter des gants pour le changement de couche.

Retirez la couche souillée; si vous utilisez des épingles, fermez-les et placez-les hors de la portée l'enfant.

Mettez la couche souillée et les vêtements à l'écart. (En repliant le côté Sali vers l'intérieur)

Nettoyez les fesses de l'enfant avec une serviette jetable ou un tissu mouillé, de l'avant vers l'arrière.

Jetez la serviette à usage unique dans une poubelle munie d'un sac de plastique et fermez le couvercle.

Si vous utilisez une serviette de tissu, déposez-la dans le seau à lessive et fermez le couvercle.

Enlevez les gants souillés avant de mettre la nouvelle couche à l'enfant.

Placez une couche propre sous les fesses de l'enfant.

Si vous utilisez des produits pour le soin de la peau, appliquez-les avec l'applicateur déjà préparé.

Attachez la couche et habillez l'enfant.

Lavez les mains de l'enfant ainsi que les vôtres même si des gants sont utilisés lors du changement de couche.

Jetez les matières solides de la couche (jetable ou de tissu) dans la toilette. Repliez le côté Sali vers l'intérieur.

Jetez les couches jetables dans une poubelle munie d'un sac de plastique. Les couches de tissu et les vêtements souillés doivent être déposés dans un sac de plastique, pouvant être scellés, que les parents/tuteurs peuvent apporter à la maison tous les jours.

Si vous utilisez un protecteur jetable, mettez-le à la poubelle après chaque usage.

Si vous utilisez un piqué individuel, nettoyez puis désinfectez-le après chaque usage. S'il n'est pas souillé, remettez-le dans le compartiment à couche de l'enfant. Dans le cas contraire, mettez le piqué désinfecté dans le seau à lessive et lavez-le.

Nettoyez et désinfectez la surface de la table à langer.

Lavez-vous les mains de nouveau.

Notez toute selle ou condition anormale de la peau dans le dossier de l'enfant.

CORPORATION de la Cité de / of the City of Clarence-Rockland		Politique <i>Policy No.:</i>	GAR2017-
		Sujet <i>Subject:</i>	Politique d'administration des médicaments/ Administration of drugs and medication
		Categorie <i>Category:</i>	Service de Garderies/ Daycare Services
Date:	27 février/February 2017	Résolution <i>Resolution No:</i>	
Auteur <i>Author:</i>	Pierre Boucher	Règlement <i>By-law No:</i>	2017-

1.0 Énoncé de politique

Établir une politique d'Administration des médicaments conformément aux exigences de la *Loi 2014 sur la garde d'enfants et la petite enfance*, du Ministère de l'Éducation.

1.0 Policy Statement

To establish the Administration of drugs and medication Policy required By Law in the *Child Care and Early Years Act 2014*, by the Ministry of Education.

2.0 But/Objectif

Dans la Sous-Section 4.11 – Administration des Médicaments de la *Loi 2014 sur la garde d'enfants et la petite enfance*, le Ministère de l'Éducation requiert que le Service de Garderies établisse une politique visant à établir les lignes directrices pour les employés travaillant avec les enfants dans un service de garde.

2.0 Purpose/Objective

In the Sub-Section 4.11 – Administration of Drugs and Medication of the *Child Care and Early Years Act, 2014*, the Ministry of Education requires that the Daycare Services establish a policy aiming to establish guidelines for daycare employees working with children.

3.0 Définitions

“ADMINISTRATION DES MÉDICAMENTS”

Lignes directrices dont les employés du Service de Garderies doivent suivre en tout temps.

3.0 Definitions

“ADMINISTRATION OF DRUGS AND MEDICATION”

Daycare Services employees guidelines to be followed at all time.

4.0 Portée

Cette politique s'applique à tous les employé(e)s affectés au Service de Garderies de la Cité de Clarence-Rockland.

4.0 Scope

This policy will apply to all employees that are affected in the Daycare Services of the City of Clarence-Rockland.

5.0 Procédures et lignes directrices

Le Service de Garderies municipal permet l'administration de médicaments aux enfants lorsque celui-ci est prescrit par un médecin

5.0 Policy Procedure/Guidelines

The Municipal Daycare Services permits the administration of drugs and medication to children when prescribed by a doctor.

pratiquant.

- | | |
|--|---|
| <ol style="list-style-type: none"> 1) Le parent/tuteur doit apporter le médicament à la garderie et remplir un formulaire d'autorisation, fourni par la garderie, afin de préciser la posologie et la fréquence, pour que l'employé désigné puisse administrer le médicament. (Annexe A) 2) Le médicament doit être remis directement à l'éducatrice responsable; le parent ne peut laisser un médicament dans le casier de l'enfant et/ou le laisser dans le vestiaire, et ce en aucun temps, afin d'éviter toute ingestion accidentelle par un enfant. 3) La mention d'administrer un médicament « au besoin » sur le formulaire de médicament n'est pas satisfaisante. Le parent/tuteur doit identifier clairement les symptômes, le comportement ou la température de l'enfant afin d'expliquer le moment précis où le médicament doit être administré à l'enfant. 4) Le médicament qui sera administré à l'enfant doit être dans le contenant d'origine fourni par le pharmacien ou dans son emballage original. 5) Le contenant ou l'emballage doit porter une étiquette qui identifie clairement : <ol style="list-style-type: none"> a) le nom de l'enfant b) le nom du médicament c) la posologie d) la date d'achat et d'expiration e) les instructions relatives au rangement du médicament f) les instructions relatives à l'administration du médicament 6) L'employé désigné à administrer la médication sera l'unique responsable d'administrer le médicament aux enfants. Il sera sa responsabilité de s'assurer que les instructions écrites du parent concordent avec celles figurant sur le contenant d'origine et que le médicament n'est pas périmé. 7) Si l'employé désigné à administrer le médicament aux enfants est absent, un autre employé identifié sera | <ol style="list-style-type: none"> 1) The parent/guardian must bring the medication to the daycare and fill out a consent form, provided by the daycare, in order to clarify the dosage and frequency, to authorize the designated employee to administer the medication. (Appendix A) 2) The medication should be given directly to the responsible educator; the parent cannot leave medication in the child's locker and/or leave it in the locker room, at no time, in order to prevent accidental ingestion by a child. 3) A note to administer a medication "if needed" on the medication form is not satisfactory. The parent/guardian must clearly identify the symptoms, behavior or the child's temperature in order to explain the precise moment where the medication should be administered to the child. 4) The medication to be administered to the child must be in the original container provided by the pharmacist or in its original packaging. 5) The container or packaging must have a label clearly identifying: <ol style="list-style-type: none"> (a) the name of the child (b) the name of the drug or medication (c) dosage (d) the date of purchase and expiration (e) the instructions for the storage of the medicinal product (f) the instructions for the administration of the drug or medication 6) An appointed employee will be solely responsible to administer the medication to the child. It will be her/his responsibility to check that the parent's written instructions match any instructions printed on the original container and that the medication is not expired. 7) If the appointed employee to administer the medication to the children is absent, another identified employee will be responsible for the |
|--|---|

<p>responsable de l'administration des médicaments.</p> <p>8) L'employé désigné à administrer le médicament doit remplir le formulaire de posologie et y inscrire la dose et l'heure après chaque administration et le noter dans le registre quotidien.</p> <p>9) Si une dose est omise ou administrée en retard, l'employé désigné doit en indiquer la raison.</p> <p>10) Lorsque l'enfant a terminé le traitement du médicament, les feuilles d'autorisations et de posologies sont insérées dans son dossier et conservées pendant la durée de son séjour à la garderie.</p> <p>11) Lorsqu'un enfant doit prendre un médicament sur une base régulière, nous demanderons au parent/tuteur de remplir un nouveau formulaire de médicament à tous les 3 mois.</p> <p>12) Les médicaments sont inaccessibles aux enfants et rangés sous clé dans le réfrigérateur ou dans une armoire, selon l'indication sur le contenant original; à l'exception des médicaments d'urgence contre l'asthme et l'allergie, qui seront rangés dans un contenant inaccessible pour les enfants, mais non sous clé puisque le temps d'administration du médicament est limité.</p> <p>13) EXCEPTION : Conformément à la Sous-Section 4.10 de la <i>Loi 2014 sur la garde d'enfants et la petite enfance</i>, le paragraphe 40 (2), avec le consentement du parent/tuteur, confère au titulaire de permis le pouvoir discrétionnaire d'autoriser un enfant à porter sur lui son médicament d'urgence contre l'asthme et l'allergie en tout temps, dans une pochette à la ceinture, puisque le temps d'administration du médicament est limité. Le consentement du parent/tuteur sera conservé dans le dossier de l'enfant à la garderie. Aucun autre médicament ne peut se trouver en la possession d'un enfant.</p> <p>14) Si un enfant s'administre lui-même son médicament (p. ex., aérosol doseur ou adrénaline), la garderie doit tenir un dossier (formulaire d'administration des</p>	<p>administration of medication.</p> <p>8) The appointed employee must complete the medication form by noting the dosage and time after each administration and write the information in the daily record.</p> <p>9) If a dosage is omitted or given late, the designated employee must indicate the reason.</p> <p>10) When the child has completed the medication treatment, permission forms and dosages are inserted in his/her folder and kept for the duration of his/her stay at the daycare.</p> <p>11) When a child needs to take medication on a regular basis, we will ask the parent/guardian to fill out a new medication form every 3 months.</p> <p>12) Drugs or medication is inaccessible to children and stored under lock key and in the refrigerator or in a Cabinet, as indicated on the original container; with the exception of asthma and allergy emergency medication, which will be stored in a container that is inaccessible for children but not under lock and key since the time of administration of the drug is limited.</p> <p>13) EXCEPTION: In accordance with section 4.10 of the Child Care and Early Years Act, 2014, and with the consent of the parent/guardian, Section 40(2) provides licensee discretion to permit a child to carry his or her own asthma medication or emergency allergy medication in a pouch, in accordance with the licensee's written procedures since the time to administer the medication is limited. The consent of the parent/guardian will be kept in the child's file at the daycare. No other medication may be carried by a child.</p> <p>14) If a child administered himself his medication (for example, asthma puffer or adrenaline), the daycare shall keep a record (medication administration form) specifying the time at which the</p>
--	---

médicaments) qui précise notamment l'heure à laquelle le médicament a été pris par l'enfant. L'employé responsable doit également noter cet élément dans le registre quotidien écrit. L'employé responsable doit respecter les exigences de la politique d'Administration des médicaments en vigueur lorsqu'un enfant s'administre lui-même un médicament.

- 15) Les exigences relatives à l'administration des médicaments s'appliquent à plusieurs catégories de médicaments et non seulement aux médicaments sur ordonnance. Tous les produits qui comportent un numéro d'identification du médicament (DIN) nécessitent une posologie et la tenue d'un dossier. Les exigences visent donc un large éventail de produits, dont les vitamines, les onguents, les médicaments sur ordonnance et les médicaments en vente libre. Le DIN se trouve sur l'étiquette des médicaments qui ont été évalués et dont la vente est autorisée au Canada.

16) EXCEPTION

Si l'enfant est examiné par le médecin et que celui-ci confirme que l'enfant n'est pas atteint d'une maladie contagieuse, mais qu'un médicament analgésique calmerait la douleur (ex: otite, douleur causée par la dentition), ce médicament sera administré si le parent nous remet une note du médecin identifier clairement les symptômes, le comportement ou la température de l'enfant afin d'expliquer le moment précis où le médicament doit être administré à l'enfant.

Le Bénédryl ou autre médicament pour calmer les allergies sera administré sous les mêmes conditions que le médicament analgésique.

Le parent doit apporter le médicament à la garderie, et inscrire le nom de son enfant sur le contenant original. Selon la nécessité, nous acceptons de donner un médicament homéopathique à l'enfant. Il est entendu que le parent/tuteur doit apporter le contenant original à la garderie et remplir le

medication has been taken by the child. The responsible employee must also note this information in the daily record. The responsible employee shall meet the requirements of the policy of Administration of drugs and medication in effect when a child administered medication himself.

- 15) The requirement for the administration of drugs and medication applies in several categories of drugs and not solely to prescribed drugs. All products that contain an identification of drug (DIN) number require a dosage and a written record. The requirements are a wide range of products, including vitamins, ointments, prescription drugs and over-the-counter medications. The DIN is located on the label of the drugs that have been evaluated and authorized for sale in Canada.

16) EXCEPTION

If a child is examined by the doctor and that it is confirmed that the child doesn't have a contagious disease, but that a painkiller would calm the pain (ex: otitis, pain caused by dentition), this medication will be given if the parent gives us the physician's note clearly identifying the symptoms, behavior or the child's temperature in order to explain the precise moment where the medication should be administered to the child.

Benadryl or other medication to ease allergies will be administered under the same conditions as the painkiller.

The parent must bring the medication to the daycare, identified with the name of the child on the original container. According to the need, we agree to give the child a homeopathic medicine. It is understood that parent/guardian must bring the original container to the daycare and the administration of medication form must be completed.

formulaire d'administration de médicament.

TECHNIQUE D'ADMINISTRATION DU MÉDICAMENT

- Dans la mesure du possible, et si cela peut être fait sans nuire à la posologie du médicament, il faut encourager les parents à administrer les médicaments à leurs enfants à domicile.
- Pour les médicaments devant être donnés à la garderie, il faut établir un horaire clair et, si possible, en coordonner l'administration afin que les enfants d'un même groupe reçoivent leur médicament au même moment.
- Il est préférable d'administrer les médicaments à l'extérieur de l'aire de jeux, dans un lieu tranquille, bien éclairé et avec le moins d'interruptions possible.
- L'employé désigné à administrer les médicaments doit suivre les étapes suivantes:

- a) Se laver les mains
- b) Ne pas prendre le comprimé dans ses mains; le mettre plutôt du couvercle dans un contenant approprié pour l'enfant
- c) Administrer le médicament liquide dans une cuillère ou contenant approprié
- d) Se servir d'un nouveau contenant ou d'une nouvelle cuillère à chaque administration de médicament
- e) Remplir le formulaire de posologie et y inscrire la dose administrée et l'heure après chaque administration
- f) Inscrire chaque administration de médicament dans le registre quotidien

- En raison de leur utilisation fréquente, voire quotidienne, à long terme, les écrans solaires, les crèmes contre l'érythème fessier, les baumes pour les lèvres et les désinfectants pour les mains peuvent faire l'objet d'une autorisation générale d'un parent lors de l'inscription de l'enfant au centre de garde. Ces produits peuvent être appliqués sans que les employés aient à remplir une fiche

TECHNIC TO ADMINISTER DRUGS AND MEDICATION

- Whenever possible, without harming the medication dosage, we should encourage parents to administer medicine to their children at home.
- For the medication to be given to the child at the daycare, a clear schedule has to be established, and if possible, coordinate the administration of the medication to the children of a same group at the same time.
- It is preferable to administer the medication outside of the play area, in a quiet, well-lit area to have the least disruption possible.
- The employee designated to administer medications must follow the following steps:

- a) Wash your hands
- b) Avoid taking the tablet in your hands; instead, put it from the lid into a container suitable for the child
- c) Administer the liquid medication in a spoon or suitable container
- d) Use a new container or a new spoon for each medication administration
- e) Complete the dosage form by writing the dose and time after each administration
- f) Register each administration of medication in the daily record

- Due to their frequent, even daily, long-term use, sunscreens, diaper rash creams, balms and hand sanitizers can be subject to general authorization of a parent during the registration of the child to the daycare centre. These products can be applied without having employees fill a medication form as long as they are not prescribed or used as emergency treatment (symptomatic), whether or not they

d'administration des médicaments tant qu'ils ne sont pas prescrits ni utilisés comme traitement d'urgence (symptomatique), qu'ils comportent ou non un numéro d'identification du médicament.

Le personnel doit indiquer sur le formulaire conçu à cet effet les informations suivantes, afin de s'assurer que le produit n'est pas expiré :

- 1) Le nom du produit
- 2) La raison de son utilisation
- 3) la date que le parent a remis le produit à la garderie
- 4) La date d'expiration du produit

Voir Annexe B

- Le personnel doit remettre aux parents les médicaments non utilisés dans leur contenant d'origine.
- Toute administration accidentelle d'un médicament (p. ex., si un médicament est donné au mauvais enfant ou qu'il se produit une erreur de posologie) doit être notée et signalée au superviseur, qui se chargera d'informer les parents de l'enfant. Si la prise accidentelle du médicament déclenche une réaction indésirable chez l'enfant, le personnel doit communiquer avec les services médicaux d'urgence de la région (911).

have a drug identification number.

Staff must indicate on the form designed for this purpose the following information, in order to ensure that the product has not expired:

- (1) The name of the product
- (2) The reason for its use
- (3) The date that the parent provided the product to the daycare
- (4) The expiry date of the product

See Appendix B

- Staff must give parents unused medication in their original container.
- Any accidental medication administration (e.g., if a medication is given to the wrong child or a dosage error happens) should be noted and reported to the supervisor, who will inform the parents of the child. If the accidental medication administration triggers an adverse reaction to the child, staff should contact the regional medical emergency services (911).

Review and Amendments

<i>Date:</i>	<i>Révisé par : / Reviewed by:</i>	<i>Rapport No. / Staff Report No.</i>

CORPORATION <i>de la Cité de / of the City of</i> Clarence-Rockland		Politique <i>Policy No.:</i>	GAR2017-01
		Sujet <i>Subject:</i>	Politique Gestion des situations d'urgence/ Safety procedures and drills Policy
		Categorie <i>Category:</i>	Service de Garderies/Daycare Services
Date:	Septembre/September 2017	Résolution <i>Resolution No:</i>	
Auteur <i>Author:</i>	Pierre Boucher	Règlement <i>By-law No:</i>	2017-

1.0 Énoncé de politique

1.0 Policy Statement

Établir une politique et des procédures sur la gestion des situations d'urgence.

Establish a safety procedures and drills policy for emergency situation.

2.0 But/Objectif

2.0 Purpose/Objective

Mettre en place des lignes directrices claires afin d'assurer la santé et sécurité des enfants et du personnel du Service de Garderies.

Set up clear guidelines to insure the health and safety of children and staff of the Daycare Services.

3.0 Définitions

3.0 Definitions

La Loi 2014 sur la garde d'enfants et la petite enfance, Sous-Section 9.3 prévoit que le Service de Garderies mette en place une politique visant à clarifier la gestion des situations d'urgence, la communication et le rétablissement des activités normales.

The *Child Care and Early Years Act, 2014*, Sub-Section 9.3, requires that the Daycare Services provides a clarification on the safety procedures and drills, the communication and how to resume normal operations.

4.0 Portée

4.0 Scope

Cette politique s'appliquera à tous les garderies du Service de Garderies.

This policy will apply to all daycares of the Daycare Services.

5.0 Procédures et ligne directrices

5.0 Policy Procedure/Guidelines

Définitions

Alerte levée : Signal transmis par une autorité pour indiquer qu'une menace ou

Definitions

All-Clear: A notification from an authority that a threat and/or disaster

*Consulter en Annexe les détails et spécifications des procédures d'évacuation de la garderie que fréquente votre enfant./ Consult the Appendix for details and specifications of the evacuation procedures of the daycare your child is attending.

<p>qu'une catastrophe ne pose plus de danger, et que le retour à la garderie ou la reprise des activités normales peut se faire en toute sécurité.</p> <p>Alerte non levée : Signal transmis par une autorité pour indiquer qu'une menace ou une catastrophe continue de poser un danger, et que le retour à la garderie ne peut se faire en toute sécurité.</p> <p>Autorité : Personne ou entité responsable de donner des directives dans une situation d'urgence (p. ex., le personnel des services d'urgence ou le titulaire de permis).</p> <p>Lieu d'évacuation *: Lieu désigné à l'extérieur de la garderie où l'on se réfugie en situation d'urgence. Il est utilisé lorsqu'on considère qu'il n'est pas sécuritaire de se trouver dans la garderie ou d'y revenir.</p> <p>Lieu de rassemblement *: Lieu sécuritaire désigné près de la garderie où tout le monde doit se rassembler avant de se rendre au lieu d'évacuation ou, si l'évacuation n'est pas nécessaire, de revenir à la garderie.</p> <p>Membre du personnel: Toute personne employée par le Service de Garderies (p. ex., EPEI, assistant, bénévole, étudiant).</p> <p>Personnel des services d'urgence : Personnes chargées d'assurer la sécurité publique et les activités d'atténuation en situation d'urgence (p. ex., autorités d'application de la loi, services d'incendie, services médicaux d'urgence, services de secours).</p>	<p>no longer pose a danger and it is deemed safe to return to the daycare premises and/or resume normal operations.</p> <p>Unsafe to Return: A notification from an authority that a threat and/or disaster continue to pose a danger and is unsafe to return to the daycare premises.</p> <p>Authority: A person or entity responsible for providing direction during an emergency situation (e.g. emergency services personnel, the licensee).</p> <p>Evacuation Site *: the designated off-site location where shelter is obtained during an emergency. The evacuation site is used when it is deemed unsafe to be at or return to the daycare center.</p> <p>Meeting Place *: the designated safe place near the daycare center where everyone is to initially gather before proceeding to the evacuation site, or returning to the daycare center if evacuation is not necessary.</p> <p>Staff: All individual employed by the Daycare Services (e.g. RECE, assistant, volunteer, student).</p> <p>Emergency Services Personnel: persons responsible for ensuring public safety and mitigating activities in an emergency (e.g. law enforcement, fire departments, emergency medical services, rescue services).</p>
---	---

*Consulter en Annexe les détails et spécifications des procédures d'évacuation de la garderie que fréquente votre enfant./ Consult the Appendix for details and specifications of the evacuation procedures of the daycare your child is attending.

<p>Situation d'urgence : Situation urgente ou pressante nécessitant que des mesures immédiates soient prises pour assurer la sécurité des enfants et des adultes présents. Cette définition englobe les situations qui ne touchent pas nécessairement toute la garderie (p. ex., les incidents concernant un enfant en particulier) et celles où l'on compose le 9-1-1.</p> <p>Titulaire de permis : Personne ou agence agréée par le Ministère de l'Éducation responsable de l'exploitation et de la gestion de chaque centre de garde d'enfants qu'elle exploite (l'exploitant).</p> <p>L'Administration du Service de Garderies, en collaboration avec la Chef d'équipe/Superviseure, élaborera un plan d'évacuation dans chaque garderie. Ce plan sera modifié lorsque nécessaire et la dernière version sera approuvée et signée par le Chef pompier et passée en revue avec le personnel de la garderie; il sera par la suite affiché bien en vue pour les visiteurs et clients de la garderie. Les procédures d'évacuation de chaque garderie, approuvées par le chef pompier, doivent être suivies en tout temps.</p> <p>Le plan d'évacuation doit inclure *:</p> <ol style="list-style-type: none"> 1. L'intervention immédiate 2. Les étapes à suivre lorsqu'une évacuation est requise 3. Le rôle des employés 4. Le lieu de rassemblement 5. Le lieu de refuge 6. Les personnes à contacter 7. Le rétablissement <p>Le plan d'évacuation est en annexe et spécifique pour chaque garderie individuelle.</p>	<p>Emergency: An urgent or pressing situation where immediate action is required to ensure the safety of children and adults in attendance. These include situations that may not affect the whole daycare center (e.g. child-specific incidents) and where 911 is called.</p> <p>Licensee: The individual or agency licensed by the Ministry of Education responsible for the operation and management of each child care centre it operates (i.e. the operator).</p> <p>The Administration of the Daycare Services, in collaboration with the Crew Leader/Supervisor, will elaborate an evacuation plan for each daycare. The plan will be modified when necessary and the last version will be approved and signed by the Fire Chief and reviewed by the daycare staff; afterward, it will be posted in view for the daycare visitors and clients. The evacuation procedures of each daycare, approved by the Fire Chief, have to be followed at all time.</p> <p>The evacuation plan has to include*:</p> <ol style="list-style-type: none"> 1. The immediate intervention 2. The steps to follow when an evacuation is required 3. The employees role 4. The gathering place 5. The evacuation place 6. The people to contact 7. The restoring <p>The evacuation plan is annexed and specific for each daycare individually.</p>
--	--

*Consulter en Annexe les détails et spécifications des procédures d'évacuation de la garderie que fréquente votre enfant./ Consult the Appendix for details and specifications of the evacuation procedures of the daycare your child is attending.

<p>Le personnel veille à ce que les enfants soient en sécurité et supervisé en tout temps lors d'une situation d'urgence.</p> <p>N.B. Il est entendu que toutes directives données par le personnel des services d'urgence doivent être suivies en tout temps, y compris l'ordre d'évacuation vers un lieu différent de celui qui est indiqué sur le plan d'évacuation.</p> <p>Lorsqu'un enfant qui dispose d'un plan individualisé se trouve dans une situation d'urgence, il faut suivre les procédures du plan qui se trouve dans la trousse d'évacuation. <i>*Directives pour assurer la supervision des enfants</i></p> <p>En cas de situation d'urgence non décrite dans cette politique, la direction du Service de Garderies indiquera au personnel quelles sont les mesures d'intervention immédiates et les étapes suivantes. Les membres du personnel suivent les directives qui leur sont données.</p> <p>Si une situation d'urgence entraîne un incident grave, il faut également suivre la politique et les procédures sur les incidents graves.</p> <p>Toutes les situations d'urgence seront consignées en détail par l'employé responsable du groupe et/ou de la garderie dans le registre quotidien.</p> <p>Chaque groupe fera une pratique d'évacuation des lieux une fois par mois; cette pratique sera notée sur le formulaire de pratique d'évacuation par l'employé responsable du groupe.</p> <p>Lorsque nécessaire, une trousse d'évacuation sera remise au groupe qui ne peut retourner sur les lieux. Cette</p>	<p>The staffs insure that children are safe and supervised at all times during an emergency situation.</p> <p>N.B. It is understood that any directives given by the emergency department staff must be followed at all times, including the order to evacuate in a different location than the one indicated on the evacuation plan.</p> <p>When a child who has an individualized plan is in an emergency situation, it is necessary to follow the procedures in the plan that will be inserted in the evacuation kit. <i>*Guidelines to insure the children's supervision</i></p> <p>In case of an emergency situation not described in this policy, the Daycare Services management will indicate to staffs which are the immediate measures of intervention and the following steps. The members of staff will follow the directives that are given to them.</p> <p>If an emergency situation results in a serious occurrence, it is also necessary to follow the policy and the procedures in place of a serious occurrence.</p> <p>All emergency situations will be registered in detail by the responsible employee of the group and/or the daycare in the daily register.</p> <p>Each group will have an evacuation practice once a month; this practice will be noted on the evacuation practice log form by the employee responsible for the group.</p> <p>When necessary, an evacuation package will be handed to the group that cannot return to the daycare. The package can</p>
--	--

*Consulter en Annexe les détails et spécifications des procédures d'évacuation de la garderie que fréquente votre enfant./ Consult the Appendix for details and specifications of the evacuation procedures of the daycare your child is attending.

trousse pourra comprendre entre autres, mais non limité, les items suivants :
Trousse de premiers soins, bouteilles d'eau, couvertures, nourritures.

Communication

Lorsqu'il n'est pas possible de retourner à la garderie, nous téléphonerons avec les parents et/ou la personne-contact d'urgence de l'enfant afin de les informer qu'ils doivent se présenter au lieu d'urgence pour récupérer leur enfant. Dans une telle éventualité, la Chef d'équipe et la gérance du Service de Garderies seront sur les lieux pour assurer le départ sécuritaire des enfants.

**pour consulter le Plan B*

Suivi

Le parent/tuteur recevra une lettre lors du départ de son enfant, l'informant des circonstances lorsque survient une situation d'urgence. Des informations additionnelles seront transmises aux clients en format lettre lorsque nécessaire.

Une lettre sera également remise aux parents/tuteurs afin de leur transmettre un compte rendu lorsque la situation est terminée.

Des sessions de discussion et de consultations professionnelles seront disponibles en groupe ou individuelle, selon le besoin des employés et des enfants, à la suite d'une situation de détresse qui surviendrait à la garderie.

Reprise des activités

Lorsque l'autorité confirme que la garderie est sécuritaire et que le service peut reprendre ses activités normales, la chef d'équipe/Superviseure et l'administration du Service de Garderies téléphonera les parents/tuteurs pour les

include, but not limited, the following items:

First aid kit+, bottles of water, blankets, food.

Communication

In the event that it is not possible to return in the daycare, we will call the parents and/or the child emergency contact person to inform them that they have to pick up their child at the evacuation site.

In such eventuality, the Crew Leader and the Daycare Services management will be on the scene to insure the children's safe departure.

**to consult Plan B*

Follow up

The parent/guardian will receive a letter at the departure of the child, to inform them of the circumstances for the emergency situation. Additional information will be transmitted to the clients in a letter when necessary.

A letter will also be handed to the parents/guardians to give them a report once the situation is over.

Sessions of discussion and professional consultations will be available in a group or individually, according to the needs of the employees and the children, following a situation of distress which would arise at the daycare.

Activity recovery

Once the Authority confirms that the daycare is safe and that the service can resume its normal activities, the Crew leader/Supervisor and the Daycare Services Administration will call the parents/tutors to inform them that the

**Consulter en Annexe les détails et spécifications des procédures d'évacuation de la garderie que fréquente votre enfant./ Consult the Appendix for details and specifications of the evacuation procedures of the daycare your child is attending.*

<p>informer que le service de garde pourra accueillir les enfants à une date déterminée par le titulaire du Service de Garderies.</p> <p>Il se peut que le titulaire ait besoin de quelques jours afin de réaménager et replacer les lieux pour assurer la délivrance du service de garde.</p>	<p>daycare will welcome the children back in the daycare at a date determined by the Daycare Services Licensee.</p> <p>It is possible that the Licensee requires a few days to reorganize the premises to deliver the daycare service.</p>
--	--

Review and Amendments

<i>Date:</i>	<i>Révisé par : / Reviewed by:</i>	<i>Rapport No. / Staff Report No.</i>

*Consulter en Annexe les détails et spécifications des procédures d'évacuation de la garderie que fréquente votre enfant./ Consult the Appendix for details and specifications of the evacuation procedures of the daycare your child is attending.

Procédures

Phase 1: Intervention immédiate en situation d'urgence

Situation d'urgence	Rôles et responsabilités
<p>Confinement barricadé Présence d'une menace dans le centre de garde d'enfants ou tout près de celui-ci (p. ex., présence dans le bâtiment d'un individu suspect qui représente une menace).</p>	<ol style="list-style-type: none"> 1) Le membre du personnel qui est informé de la menace doit prévenir le reste du personnel par le moyen le plus rapide et le plus sûr possible (Walkie Talkie). 2) Les membres du personnel qui sont à l'extérieur doivent veiller à ce que toutes les personnes à l'extérieur se rendent en lieu sûr. 3) Les membres du personnel qui sont à l'intérieur de la garderie doivent : <ul style="list-style-type: none"> • garder leur calme; • rassembler les enfants et les éloigner des portes et des fenêtres; • faire l'appel pour vérifier que tous les enfants sont présents; • se réfugier dans les placards ou sous les meubles avec les enfants, s'il y a lieu; • faire en sorte que les enfants restent calmes; • veiller à ce qu'ils ne quittent pas leur abri; • éteindre tous les téléphones cellulaires ou les mettre en mode silencieux; • attendre de recevoir d'autres instructions. 4) Si possible, les membres du personnel qui sont à l'intérieur doivent aussi : <ul style="list-style-type: none"> • fermer les fenêtres et les rideaux de la garderie; • barricader la porte de la garderie; • rassembler les médicaments d'urgence; • se mettre à l'abri avec le reste du groupe. 5) La chef d'équipe/superviseure ou l'employé responsable du groupe doit immédiatement : <ul style="list-style-type: none"> • fermer et verrouiller toutes les portes d'entrée et de sortie de la garderie, si possible; • se mettre à l'abri. <p>Note : Pendant un confinement barricadé, seuls les membres du personnel des services d'urgence peuvent entrer dans la garderie ou en sortir.</p>

<p>Confinement pour sécurité</p> <p>Présence d'une menace aux alentours du centre de garde d'enfants, mais pas à l'intérieur de celui-ci (p. ex., coups de feu dans un bâtiment voisin).</p>	<ol style="list-style-type: none"> 1) Le membre du personnel qui est informé de la menace externe doit prévenir le reste du personnel par le moyen le plus rapide et le plus sûr possible (<u>Walkie Talkie</u>). 2) Les membres du personnel qui sont à l'extérieur doivent veiller à ce que tout le monde retourne à l'intérieur de la garderie. 3) Les membres du personnel qui sont dans le local doivent immédiatement : <ul style="list-style-type: none"> • garder leur calme; • faire l'appel pour vérifier que tous les enfants sont présents; • fermer les fenêtres et les rideaux du local; • poursuivre les activités normales du programme; • attendre de recevoir d'autres instructions. 4) 5) La chef d'équipe/superviseure ou l'employé responsable du groupe doit immédiatement : <ul style="list-style-type: none"> • fermer et verrouiller toutes les portes d'entrée et de sortie de la garderie; • fermer les fenêtres et les rideaux à l'extérieur de la garderie; • placer un mot sur les portes extérieures de la garderie pour indiquer que personne ne doit entrer ni sortir. <p>Note : Pendant un confinement pour sécurité, seuls les membres du personnel des services d'urgence peuvent entrer dans la garderie ou en sortir.</p>
<p>Alerte à la bombe</p> <p>Menace d'utiliser un engin explosif pour causer des dommages matériels, la mort ou des blessures (p. ex., alerte à la bombe par téléphone, réception d'un colis suspect).</p>	<ol style="list-style-type: none"> 1) Le membre du personnel qui est informé de la menace ou un employé responsable de la garderie qui suspecterait une alerte à la bombe (ex. Apparence d'un colis suspect dans les lieux de la garderie, reçoit une menace par téléphone) doit : <ul style="list-style-type: none"> • garder son calme; • composer le 9-1-1 si les services d'urgence ne sont pas encore au courant de la situation; • suivre les directives du personnel des services d'urgence; • faire l'appel pour vérifier que tous les enfants sont présents. A. Si la menace est reçue par téléphone, la personne qui la reçoit doit tenter de garder le suspect au bout du fil le plus longtemps possible pendant que quelqu'un d'autre compose le 9-1-1 pour communiquer avec le personnel des services d'urgence. B. Si la menace se présente sous la forme d'un colis suspect, le personnel doit veiller à ce que personne ne le touche ni ne s'en approche.

Catastrophe nécessitant une évacuation

Incident grave qui touche le bâtiment et qui exige que tout le monde en sorte (p. ex., incendie, inondation, panne de courant).

- 1) Le membre du personnel qui est informé de la catastrophe doit prévenir le reste du personnel par le moyen le plus rapide et le plus sûr possible (Walkie Talkie) et leur indiquer que la garderie doit être évacuée. S'il s'agit d'un incendie, il faut déclencher l'avertisseur d'incendie, et les membres du personnel doivent suivre les procédures d'évacuation de la garderie qui s'imposent.
- 2) Les membres du personnel doivent immédiatement :
 - garder leur calme;
 - rassembler les enfants et prendre le cahier des présences quotidiennes, la liste des personnes à joindre en cas d'urgence et les médicaments d'urgence;
 - sortir du bâtiment avec les enfants par la sortie sécuritaire la plus proche, avec leurs vêtements d'extérieur (si possible) selon la météo;
 - escorter les enfants jusqu'au lieu de rassemblement;
 - faire l'appel pour vérifier que tous les enfants sont présents;
 - faire en sorte que les enfants restent calmes;
 - attendre de recevoir d'autres instructions.
- 3) Si possible, les membres du personnel doivent aussi :
 - prendre une trousse de premiers soins;
 - rassembler tous les médicaments non urgents.
- 4) Les membres du personnel désignés doivent :
 - aider les personnes ayant des besoins particuliers ou médicaux à se rendre jusqu'au lieu de rassemblement, s'il y a lieu (conformément à la procédure du plan individualisé, s'il s'agit d'un enfant);
 - suivre les instructions qui figurent sur le matériel lié aux besoins particuliers ou sur les accessoires fonctionnels pendant l'évacuation;
 - escorter les personnes jusqu'à ce qu'il soit au lieu de rassemblement ou le lieu d'urgence désigné s'il est impossible de les faire sortir en toute sécurité, et s'assurer que leurs médicaments sont accessibles, le cas échéant;
 - attendre de recevoir d'autres instructions.
- 5) Si possible, la chef d'équipe/superviseure ou l'employé responsable de la garderie fait le tour pour vérifier que tout le monde est sorti du bâtiment et que les fenêtres et les portes sont bien fermées, sauf directives contraires du personnel des services d'urgence.

<p>Catastrophe : menace environnementale externe</p> <p>Incident survenant à l'extérieur du centre de garde d'enfants qui peut avoir des effets néfastes sur les personnes qui s'y trouvent (p. ex., fuite de gaz, déversement d'hydrocarbures, déversement de produits chimiques, feu de forêt, urgence nucléaire).</p>	<p>1) Le membre du personnel qui est informé de la menace environnementale externe doit prévenir le reste du personnel par le moyen le plus rapide et le plus sûr possible (Walkie Talkie) et, selon les directives du personnel des services d'urgence, leur dire s'il faut rester sur place ou évacuer les lieux.</p> <p>S'il faut rester sur place :</p> <p>1) Les membres du personnel qui sont à l'extérieur avec des enfants doivent veiller à ce que tout le monde retourne immédiatement à l'intérieur de la garderie.</p> <p>2) Les membres du personnel doivent immédiatement :</p> <ul style="list-style-type: none"> • garder leur calme; • faire l'appel pour vérifier que tous les enfants sont présents; • fermer toutes les fenêtres des locaux et toutes les portes qui donnent sur l'extérieur (s'il y a lieu); • sceller les entrées d'air extérieures situées dans les locaux (s'il y a lieu); • poursuivre les activités normales du programme; • attendre de recevoir d'autres instructions. <p>3) La chef d'équipe/superviseure et/ou l'employé responsable du groupe doit :</p> <ul style="list-style-type: none"> • sceller les entrées d'air extérieur situées à l'extérieur des locaux (s'il y a lieu); • placer un mot sur les portes extérieures de la garderie pour indiquer que personne ne doit entrer ni sortir jusqu'à nouvel ordre; • couper tous les appareils de traitement de l'air (chauffage, ventilation et climatisation, s'il y a lieu). <p>Si le personnel des services d'urgence donne l'ordre d'évacuer la garderie, il faut suivre les procédures de la rubrique « Catastrophe nécessitant une évacuation » de la présente politique.</p>
<p>Catastrophe naturelle : tornade ou avertissement de tornade</p>	<p>1) Le membre du personnel qui est informé de la tornade ou de l'avertissement de tornade doit prévenir le reste du personnel par le moyen le plus rapide et le plus sûr possible (Walkie Talkie).</p> <p>2) Les membres du personnel qui sont dehors avec des enfants doivent veiller à ce que tout le monde retourne immédiatement à l'intérieur de la garderie.</p> <p>3) Les membres du personnel doivent immédiatement :</p> <ul style="list-style-type: none"> • garder leur calme; • rassembler les enfants; • <i>aller au sous-sol ou se réfugier dans des petites pièces au rez-de-chaussée (toilettes, placards, couloirs);</i> • faire l'appel pour vérifier que tous les enfants sont présents; • <i>éloigner les enfants des fenêtres, des portes et des murs extérieurs;</i> • faire en sorte que les enfants restent calmes; • garder constamment les enfants à l'œil; • attendre de recevoir d'autres instructions.

**Catastrophe
naturelle :
séisme important**

- 1) Les membres du personnel qui sont dans le local doivent immédiatement :
 - garder leur calme;
 - demander aux enfants de s'abriter sous un bureau ou une table solide, loin des structures instables;
 - veiller à ce que tout le monde soit à bonne distance des fenêtres et des murs extérieurs;
 - aider les enfants à se mettre à l'abri, si nécessaire;
 - s'il y a lieu, bloquer les roues des fauteuils roulants et demander à leurs occupants de se pencher le plus possible en se protégeant la tête et le cou avec un objet solide (tablette, gros livre, etc.);
 - se mettre eux-mêmes à l'abri;
 - vérifier que tous les enfants sont en sécurité;
 - attendre la fin des secousses.
- 2) Les membres du personnel qui sont à l'extérieur avec des enfants doivent immédiatement veiller à ce que tout le monde s'éloigne des bâtiments, des lignes électriques, des arbres et de toute autre grande structure qui pourrait s'effondrer, et attendre la fin des secousses.
- 3) Une fois les secousses terminées, les membres du personnel doivent :
 - rassembler les enfants et prendre leurs fiches et leurs médicaments d'urgence;
 - sortir du bâtiment par la sortie sécuritaire la plus proche, si possible, au cas où une réplique sismique se produirait ou le bâtiment serait endommagé.
- 4) Si possible, avant de sortir du bâtiment, le personnel doit également :
 - prendre une trousse de premiers soins;
 - rassembler tous les médicaments non urgents.
- 5) Les personnes qui sont sorties du bâtiment doivent se rendre au lieu de rassemblement et attendre de recevoir d'autres instructions.

	<p>6) Les membres du personnel désignés doivent :</p> <ul style="list-style-type: none">• aider les personnes ayant des besoins particuliers ou médicaux à se rendre jusqu'au lieu de rassemblement, s'il y a lieu (conformément à la procédure du plan individualisé, s'il s'agit d'un enfant);• suivre les instructions qui figurent sur le matériel lié aux besoins particuliers ou sur les accessoires fonctionnels pendant l'évacuation;• escorter les personnes jusqu'à ce que le groupe complet soit rassemblé à un endroit sécuritaire s'il est impossible de les faire sortir en toute sécurité, et s'assurer que leurs médicaments sont accessibles, le cas échéant;• attendre de recevoir d'autres instructions. <p>7) Si possible, la chef d'équipe/superviseure ou l'employé responsable de la garderie fait le tour des locaux pour vérifier que tout le monde a bien évacué les lieux.</p>
--	--

Procedures

Phase 1: Immediate Emergency Response

Emergency Situation	Roles and Responsibilities
<p>Lockdown When a threat is on, very near, or inside the child care centre. E.g. a suspicious individual in the building who is posing a threat.</p>	<p>6) The staff member who becomes aware of the threat must inform all other staff of the threat as quickly and safely as possible (Walkie Talkie).</p> <p>7) Staff members who are outdoors must ensure everyone who is outdoors proceeds to a safe location.</p> <p>8) Staff inside the daycare center must:</p> <ul style="list-style-type: none"> • remain calm; • gather all children and move them away from doors and windows; • take children's attendance to confirm all children are accounted for; • take shelter in closets and/or under furniture with the children, if appropriate; • keep children calm; • ensure children remain in the sheltered space; • turn off/mute all cellular phones; and • wait for further instructions. <p>9) If possible, staff inside the daycare premises should also:</p> <ul style="list-style-type: none"> • close all window coverings and doors; • barricade the room door; • gather emergency medication; and • join the rest of the group for shelter. <p>10) Crew Leader/Supervisor or the responsible employee of the group will immediately:</p> <ul style="list-style-type: none"> • close and lock all daycare center entrance/exit doors, if possible; and • take shelter. <p>Note: only emergency service personnel are allowed to enter or exit the daycare center during a lockdown.</p>

<p>Hold & Secure</p> <p>When a threat is in the general vicinity of the child care centre, but not on or inside the child care premises. E.g. a shooting at a nearby building.</p>	<p>5) The staff member who becomes aware of the external threat must inform all other staff of the threat as quickly and safely as possible (Walkie Talkie).</p> <p>6) Staff members who are outdoors must ensure everyone returns in the daycare premises immediately.</p> <p>3) Staff in the daycare must immediately:</p> <ul style="list-style-type: none"> • remain calm; • take children's attendance to confirm all children are accounted for; • close all window coverings and windows in the program room; • continue normal operations of the program; and • wait for further instructions. <p>4) Crew Leader/Supervisor and/or the responsible employee of the group must immediately:</p> <ul style="list-style-type: none"> • close and lock all entrances/exits of the daycare center; • close all blinds and windows outside of the daycare rooms; and • place a note on the external doors with instructions that no one may enter or exit the daycare center. <p>Note: only emergency services personnel are allowed to enter or exit the daycare center during a hold and secure.</p>
<p>Bomb Threat</p> <p>A threat to detonate an explosive device to cause property damage, death, or injuries E.g. phone call bomb threat, receipt of a suspicious package.</p>	<p>2) The staff member who becomes aware of the threat or a daycare employee that would suspect a bomb threat (ex. Appearance of a suspicious package in the daycare premises or a telephone threat) must:</p> <ul style="list-style-type: none"> • remain calm; • call 911 if emergency services is not yet aware of the situation; • follow the directions of emergency services personnel; and • take children's attendance to confirm all children are accounted for. <p>C. Where the threat is received by telephone, the person on the phone should try to keep the suspect on the line as long as possible while another individual calls 911 and communicates with emergency services personnel.</p> <p>D. Where the threat is received in the form of a suspicious package, staff must ensure that no one approaches or touches the package at any time.</p>

Disaster Requiring Evacuation

A serious incident that affects the physical building and requires everyone to leave the premises. E.g. fire, flood, power failure.

1) The staff member who becomes aware of the disaster must inform all other staff of the incident and that the daycare must be evacuated, as quickly and safely as possible. If the disaster is a fire, the fire alarm pull station must be used and staff must follow the daycare's fire evacuation procedures.

2) Staff must immediately:

- remain calm;
- gather all children, the attendance record, children's emergency contact information any emergency medication;
- exit the building with the children using the nearest safe exit, bringing children's outdoor clothing (if possible) according to weather conditions;
- escort children to the meeting place; and
- take children's attendance to confirm all children are accounted for;
- keep children calm; and
- wait for further instructions.

3) If possible, staff should also:

- take a first aid kit; and
- gather all non-emergency medications.

4) Designated staff will:

- help any individuals with medical and/or special needs who need assistance to go to the meeting place (in accordance with the procedure in a child's individualized plan, if the individual is a child); and
- in doing so, follow the instructions posted on special needs equipment or assistive devices during the evacuation.
- If individuals cannot be safely assisted to exit the building, the designated staff will assist them until they are in a secure place and/or have reached the meeting place or reached the designated evacuation site and ensure their required medication is accessible, if applicable; and
- wait for further instructions.

5) If possible, the Crew Leader/Supervisor or the responsible employee must conduct a walk-through of the daycare center to verify that everyone has exited the building and secure any windows or doors, unless otherwise directed by emergency services personnel.

<p>Disaster – External Environmental Threat</p> <p>An incident outside of the building that may have adverse effects on persons in the child care centre. E.g. gas leak, oil spill, chemical release, forest fire, nuclear emergency.</p>	<ol style="list-style-type: none"> 1) The staff member who becomes aware of the external environmental threat must inform all other staff of the threat as quickly and safely as possible (Walkie Talkie) and, according to directions from emergency services personnel, advise whether to remain on site or evacuate the premises. <p>If remaining on site:</p> <ol style="list-style-type: none"> 2) Staff members who are outdoors with children must ensure everyone who is outdoors returns inside the daycare premises immediately. 3) Staff must immediately: <ul style="list-style-type: none"> • remain calm; • take children’s attendance to confirm all children are accounted for; • close all daycare room windows and all doors that lead outside (where applicable); • seal off external air entryways located in the daycare rooms (where applicable); • continue with normal operations of the program; and • wait for further instructions. 4) Crew Leader/Supervisor or the responsible employee must: <ul style="list-style-type: none"> • seal off external air entryways not located in daycare rooms (where applicable); • place a note on all external doors with instructions that no one may enter or exit the daycare center until further notice; and • turn off all air handling equipment (i.e. heating, ventilation and/or air conditioning, where applicable). <p>If emergency services personnel otherwise direct the daycare center to evacuate, follow the procedures outlined in the “Disaster Requiring Evacuation” section of this policy.</p>
<p>Natural Disaster: Tornado / Tornado Warning</p>	<ol style="list-style-type: none"> 1) The staff member who becomes aware of the tornado or tornado warning must inform all other staff as quickly and safely as possible (Walkie Talkie). 2) Staff members who are outdoors with children must ensure everyone who is outdoors returns inside the daycare immediately. 3) Staff must immediately: <ul style="list-style-type: none"> • remain calm; • gather all children; • go to the basement or take shelter in small interior ground floor rooms such as washrooms, closets or hallways; • take children’s attendance to confirm all children are accounted for; • remain and keep children away from windows, doors and exterior walls; • keep children calm; • conduct ongoing visual checks of the children; and • wait for further instructions.

**Natural
Disaster:
Major
Earthquake**

- 8) Staff in the daycare room must immediately:
 - remain calm;
 - instruct children to find shelter under a sturdy desk or table and away from unstable structures;
 - ensure that everyone is away from windows and outer walls;
 - help children who require assistance to find shelter;
 - for individuals in wheelchairs, lock the wheels and instruct the individual to duck as low as possible, and use a strong article (e.g. shelf, hard book, etc.) to protect their head and neck;
 - find safe shelter for themselves;
 - visually assess the safety of all children.; and
 - wait for the shaking to stop.
- 9) Staff members who are outdoors with children must immediately ensure that everyone outdoors stays away from buildings, power lines, trees, and other tall structures that may collapse, and wait for the shaking to stop.
- 10) Once the shaking stops, staff must:
 - gather the children, their emergency cards and emergency medication; and
 - exit the building through the nearest safe exit, where possible, in case of aftershock or damage to the building.
- 11) If possible, prior to exiting the building, staff should also:
 - take a first aid kit; and
 - gather all non-emergency medications.
- 12) Individuals who have exited the building must gather at the meeting place and wait for further instructions.
- 13) Designated staff will:
 - help any individuals with medical and/or special needs who need assistance to go to the meeting place (in accordance with the procedure in a child's individualized plan, if the individual is a child); and
 - in doing so, follow the instructions posted on special needs equipment or assistive devices during the evacuation.
 - If individuals cannot be safely assisted to exit the building, the designated staff will assist them to until they are in a secure place and/or have reached the meeting place or reached the designated evacuation site and ensure their required medication is accessible, if applicable; and
 - wait for further instructions.
- 14) The Crew Leader/Supervisor or responsible employee must conduct a walkthrough of the daycare center to ensure all individuals have evacuated, where possible.

CORPORATION de la Cité de / of the City of Clarence-Rockland		Politique <i>Policy No.:</i>	GAR2017-0
		Sujet <i>Subject:</i>	Politique de la Mise en Œuvre de l'Énoncé de programme/ The program statement implement
		Categorie <i>Category:</i>	Service de Garderies/Daycare Services
Date:	Janvier/January 2017	Résolution <i>Resolution No:</i>	
Auteur <i>Author:</i>	Pierre Boucher	Règlement <i>By-law No:</i>	2017-

1.0 Énoncé de politique

1.0 Policy Statement

Établir une politique de mise en œuvre de l'énoncé de programme tel que requis par la <i>Loi 2014 sur la garde d'enfants et la petite enfance</i> .	Establish a policy to implement the program statement as required by the <i>Child Care and Early Years Act, 2014</i> .
---	--

2.0 But/Objectif

2.0 Purpose/Objective

Le Service de Garderies doit avoir une . politique de Mise en Œuvre de l'Énoncé de Programme afin d'être conforme à S.S. 6.2 de <i>Loi 2014 sur la garde d'enfants et la petite enfance, établis par le Ministère de l'Éducation</i> .	The Daycare Services need a policy to implement the program statement, to be conformed with the S.S. 6.2 of the <i>Child Care and Early Years Act, 2014</i> , the Ministry of Education
--	---

3.0 Définitions

3.0 Definitions

L'Énoncé de Programme décrit les objectifs guidant le programme du titulaire de permis pour les enfants dans un centre de garde qu'il exploite ainsi que les approches qui seront mises en œuvre dans le cadre du programme.	The Program Statement describes the objective guiding the program to the licensee for children in a child care centre as well as the approaches that will be implemented under the program.
--	---

4.0 Portée

4.0 Scope

Cette politique s'applique à toutes les garderies agréées municipales.	This policy applies to all municipal licensed daycare.
--	--

5.0 Procédures et ligne directrices

5.0 Policy Procedure/Guidelines

- L'administration du Service de Garderies de la Cité de Clarence-Rockland s'assure que les superviseuses/chefs d'équipe	- The administration of the Daycare Services of Clarence-Rockland ensures that supervisors/crew leaders present the program
--	---

présentent l'énoncé de programme aux nouveaux employés, étudiants et bénévoles avant d'interagir avec les enfants et chaque fois que l'énoncé de programme est modifié.

- Une présentation PowerPoint sera utilisée afin que les employés, étudiants et stagiaires voient de façon concrète des exemples, des photos, des vidéos et des stratégies pour les aider à comprendre la mise en œuvre de l'énoncé de programme.
- Les superviseures/chefs d'équipe s'assurent de la mise en œuvre de l'énoncé de programme, tel qu'élaboré par les chefs d'équipe/superviseures et la gerance administrative du Service de Garderies, par tous les employés, étudiants et bénévoles de façon continue dans le cadre de l'exploitation du programme offert aux enfants.
- Le personnel, les étudiants et les bénévoles ont le devoir d'appliquer les approches décrites dans l'énoncé de programme lorsque le contexte l'exige. Bien sûr, dans la pratique, elles ne pourront pas toutes être appliquées quotidiennement. C'est le cas par exemple de l'approche qui sera choisie pour faire participer les partenaires communautaires locaux. Par exemple, les jours où il n'y a pas d'événement communautaire, les éducateurs ne pourront appliquer la section (i) de notre énoncé de programme. Par contre, l'approche qui sera établie en vue de soutenir les interactions positives et réceptives s'imposera dans toutes les interactions éducateur-enfant.
- Il faudra documenter les pratiques pédagogiques utilisées pour illustrer comment les approches de l'énoncé de programme sont appliquées. Ceci est un bon moyen de prouver

statement to new employees, students and volunteers before interacting with children and each time the program statement is changed.

- A PowerPoint presentation will be used so that employees, students and trainees see tangible examples, photos, videos, and strategies to help them understand the implementation of the program statement.
- Supervisors/crew leaders ensure the implementation of the program statement, such as developed by supervisors/crew leaders and the management of the Daycare Services, by all employees, students and volunteers in the continual operation of the program offered to children.
- Staff, students and volunteers are required to implement the approaches outlined in the program statement when they are applicable. The implementation of each approach may not be observed in practice on a daily basis; for example, unless a community event is happening that day, it may not be observed that educators, staff, students and volunteers are implementing the approaches for involving local community partners Section (i) of the program statement. However, any time an educator is interacting with a child it would be expected that the approach for positive and responsive interactions would be implemented.
- The licensee may consider using pedagogical documentation to illustrate how the approaches are being implemented into the program. This will provide evidence that the approaches in the program

que les approches qui ne sont pas observables ont bel et bien lieu.

- Voici les outils qui seront utilisés afin de garantir le concours du personnel, des étudiants et des bénévoles à la réalisation des objectifs et à l'application des approches, et pour les soutenir dans ces tâches :
- Sensibiliser les employés, étudiants et bénévoles de l'existence de l'énoncé de programme
- Modelage par l'EPEI et/ou l'employé en voie d'acquisition
- Observation des groupes d'enfants en action, par les chefs d'équipe/ superviseurs/ coordonnatrice du Service de Garderies pendant le programme
- Discussion d'exemples concrets, suite aux observations vécues pendant le programme, lors des réunions du personnel
- Rencontre d'équipe – présenter les nouvelles stratégies et idées
- Échange d'idée entre employés/garderies
- Pratique réflexive
- Les employés du Service de Garderies de Clarence-Rockland utiliseront le « Comment apprend-on? » comme référence pour élaborer un programme de qualité et pédagogique pour les enfants fréquentant les garderies municipales.

Le « Comment apprend-on? » est une ressource qui oriente les employés du Service de Garderies vers les connaissances issues de la recherche, de la théorie et de la pratique sur ce qui importe le plus pour les enfants. Ce document présente un vaste éventail de philosophies et d'approches pouvant se concrétiser sous différentes formes selon le contexte. Cet outil vise à améliorer la qualité des programmes et à offrir des expériences riches afin de favoriser l'apprentissage, le développement, la

statement are being implemented when they cannot be observed.

- Here are the tools that will be used to ensure the contribution of staff, students and volunteers to the achievement of the objectives and application of approaches, and to support them in these tasks:
- Make employees, students and volunteers aware of the existence of the program statement
- Modelling by the RECE and/or the employee in training
- Observation of groups of children in action, by crew leaders/ supervisors/coordinator of the Daycare Services during the program
- Discussion of concrete examples, following observations experienced during the program, at staff meetings
- Team meeting - introduce new strategies and ideas
- Exchange of idea between employees/ daycares
- Reflective practice
- Employees of the Daycare Services of Clarence-Rockland will use the "How do you learn?" as a reference to develop a quality and educational program for children who attends the municipal daycare.

The "How do you learn?" is a professional learning resource that provides a common framework to help licensees focus on knowledge from research, theory and practice on what's most important for children. It encompasses a broad range of program philosophies and approaches, and may look quite different when put into practice in a variety of settings. This tool is intended to strengthen the quality of programs and experiences that lead to positive outcomes in relation to

santé, la nutrition et le bien-être des enfants.

Les objectifs visés s'articulent autour des quatre fondements inter reliés qui sont :

- l'appartenance
- le bien-être
- l'engagement
- l'expression.

L'adoption d'approches pédagogiques visant à travailler concrètement à la réalisation des objectifs doit prévoir les éléments suivants :

- L'établissement de relations réceptives
- L'apprentissage par l'exploration, le jeu et la curiosité
- La participation des éducateurs comme co-apprenants
- L'exploitation de l'environnement comme troisième enseignant
- Le recours à la documentation pédagogique
- Des pratiques réflexives et des enquêtes collaboratives

- Il est entendu que les politiques de « Pratiques Interdites » et « Cas de contraventions » seront appliqués dans la mise en œuvre de l'énoncé de programme; les observations et/ou inobservations de l'Énoncé de Programme, par la chef d'équipe/superviseure/coordonnatrice du Service de Garderies, seront notées dans le formulaire conçu à cet effet (Formulaire : Cas de Contravention). Les commentaires positifs seront également notés dans ce formulaire afin de mettre l'emphasis sur les réussites de l'équipe.

Les pratiques interdites qui seront observées dans la mise en œuvre de l'énoncé de programme sont les suivantes :

- 5:01** Il est interdit d'infliger un châtiment corporel à un enfant, ou de permettre un

children's learning, development, health, nutrition and well-being.

The objectives revolve around four related inter pillars which are:

- belonging
- well-being
- engagement
- expression

The pedagogic approach to work concretely to achieve the objectives must include the following elements:

- Establish responsive relationships
- Learning through exploration, play and inquiry
- Participation of educators as co-learners
- Environment as third teacher
- Pedagogical documentation
- Reflective practice and collaborative inquiry

-It is understood that the "Prohibited practices" and the "Control of compliance and contravention" policies will be applied in the implementation of the program statement; observation of compliance and/or non-compliance to the program statement, by the supervisor/crew leader/Coordinator of the Daycare Services, will be noted on the form designed for this purpose (form: Case of Contravention). Positive feedback will be also noted in this form in order to focus on the achievements of the team.

The prohibited practices that will be observed during the implementation of the Program Statement are as follows:

- 5:01** It is forbidden to inflict corporal punishment on a

<p>autre enfant ou groupe d'enfants d'infliger un châtement corporel à un enfant.</p> <p>5:02 Il est interdit de restreindre physiquement un enfant, notamment en l'immobilisant dans une chaise haute, un siège d'auto, une poussette ou un autre dispositif à des fins disciplinaires ou pour remplacer la surveillance, sauf si la contention physique vise à empêcher l'enfant de se faire mal ou de faire mal à quelqu'un d'autre et n'est utilisée qu'en dernier recours et uniquement jusqu'à ce que tout risque de blessure cesse d'être imminent.</p> <p>5:03 Il est interdit de verrouiller les accès de sortie de la garderie, d'une salle, d'une aire de jeu ou d'une structure dans le but d'enfermer ou d'isoler un enfant du groupe d'enfants sans la supervision d'un adulte, sauf si cette mesure est prise lors d'une situation d'urgence et qu'elle est prévue dans les politiques et procédures relatives à la gestion des situations d'urgence établies par le Service de Garderies.</p> <p>5:04 Il est interdit de prendre des mesures délibérément sévères ou dégradantes, faire des menaces ou utiliser un langage désobligeant susceptible d'humilier un enfant, de lui faire peur ou de porter atteinte à sa dignité ou à son estime de</p>	<p>child, or allowing another child or group of children from corporal punishment to a child.</p> <p>5:02 It's forbidden to physical restraint of the child, such as confining the child to a high chair, car seat, stroller or other device for the purposes of discipline or in lieu of supervision, unless the physical restraint is for the purpose of preventing a child from hurting himself, herself or someone else, and is used only as a last resort and only until the risk of injury is no longer imminent.</p> <p>5:03 It's forbidden to lock the exits of the child care centre or home child care premises for the purpose of confining the child, or confining the child in an area or room without adult supervision, unless such confinement occurs during an emergency and is required as part of the Daycare Services licensee's emergency management policies and procedures.</p> <p>5:04 It's forbidden to use of harsh or degrading measures or threats or use of derogatory language directed at or used in the presence of a child that would humiliate, shame or frighten the child or undermine his or her self-</p>
--	--

<p>soi.</p> <p>5:05 Il est interdit de priver un enfant de ses besoins fondamentaux tel que la nourriture, les breuvages, l'abri, l'habillement, le sommeil, l'utilisation de la toilette et la literie.</p> <p>5:06 Il est interdit d'infliger des dommages corporels à un enfant, notamment en le faisant manger ou boire contre son gré.</p> <p>Les suggestions suivantes pourraient s'appliquer en cas de contravention :</p> <ul style="list-style-type: none"> - Mentorat par ses collègues de travail - Révision des politiques et procédures en vigueur avec le superviseur ou chef d'équipe ou gérante - Formation supplémentaire - Rétroaction formelle de la gérance du Service de Garderies - Suspension - Mise à pied 	<p>respect, dignity or self-worth.</p> <p>5:05 It's forbidden to deprive the child of basic needs including food, drink, shelter, sleep, toilet use, clothing or bedding.</p> <p>5:06 It's forbidden to inflict any bodily harm on children including making children eat or drink against their will.</p> <p>The following suggestions may apply in case of contravention:</p> <ul style="list-style-type: none"> - Mentoring by co-workers - Review of policies and procedures in effect with the supervisor or the crew leader or the manager - Additional training - Formal feedback of the Daycare Services management - Suspension - Lay-off
--	--

Review and Amendments

<i>Date:</i>	<i>Révisé par : / Reviewed by:</i>	<i>Rapport No. / Staff Report No.</i>

EMPLOYEE TRAINING AND DEVELOPMENT POLICY

Policy

As a policy, the City of Clarence-Rockland promotes, within the organization, a climate that recognizes the importance of employee training and professional development.

1.0 Specific objectives

1.1 The policy's objectives consist of:

- a. Ensuring the continuous development of the qualifications and skills of municipal employees in order to ensure that these employees be able to engage in and employ the most appropriate modern practices and techniques while performing their duties;
- b. Offering a standard and fair method that enables the municipality to meet the needs of employees in terms of training and professional development, in accordance with the municipality's requirements.

2.0 Responsibilities

2.1 The Board (or its designated committee) must:

- a. Study, modify and adopt any amendment to the *Employee Training and Development Policy*;
- b. Approve the participation of employees in training and development programs, on behalf of the Chief Administrative Officer, as needed.

2.2 The Chief Administrative Officer (or his/ her representative) must:

- a. Ensure that relevant files related to participating in training and educational activities are established and updated;
- b. Ensure that training, educational and professional development programs are efficient;
- c. Administer the budget related to training courses in which municipal employees participate;
- d. Propose any amendment deemed appropriate to *Employee Training and Development Policy*;
- e. Help department heads develop and implement training activities within the various departments;

In case of conflict between the policies adopted by the City of Clarence-Rockland and the policies stipulated in the appropriate collective agreement, or those stipulated in a provincial or federal act, the collective agreement or provincial or federal legislation shall take precedence over any other policy.

EMPLOYEE TRAINING AND DEVELOPMENT

- f. Authorize and recommend the participation of department heads in various training programs or activities;
- g. Ensure that the training or educational programs in which employees participate, which will benefit the municipal organization, will be recognized.

2.3 Department heads must:

- a. Ensure that the required funds (representing 2.4% of the department's gross salary budget) are included in the budget so that the municipal employees of their respective departments may enjoy the various training opportunities that will benefit the municipal organization;
- b. Ensure that the programs enable staff to acquire the skills needed to meet the position's current and future requirements;
- c. Help the Chief Administrative Officer ensure the efficiency of the training, educational and professional development programs in which municipal employees participate;
- d. Ensure that the training and professional development courses taken by employees are listed on the appropriate individual records;
- e. Emphasize that staff members must continuously develop and ensure that this development will be well planned and complete;
- f. Suggest any appropriate amendment to the *Employee Training and Development Policy* to the Chief Administrative Officer;
- g. Discuss the training and development opportunities among themselves on a regular basis.

2.4 Employees must:

- a. Carry out the steps enabling to them to participate in training programs on their own. In some cases, the employee's commitment may involve development studies carried out voluntarily at their own expense. However, the municipality must do everything in its power to help employees obtain the appropriate training and professional development.

All employees must:

- a. Have access to, in an efficient manner, the training and development programs that are offered to them;
- b. Take responsibility and demonstrate initiative in their own professional development;
- c. Fill out an evaluation report on the training or development activity and submit it to the department head.

EMPLOYEE TRAINING AND DEVELOPMENT

3.0 General rules

With regard to all training and development activities, interested candidates will be selected based on the needs of the municipality and their determined personal needs, assuming they meet the standards and requirements of the programs.

3.1 **Municipal employees may:**

- a. Be invited to take part in training courses;
- b. Ask to be authorized to register for training courses that they will attend with or without the assistance of the municipality.

3.2 Registration application: All employees who wish to register or are invited to register for training or development courses must complete the "Registration application for a training program" form (see Annex A), after agreement with their supervisor. A detailed description of the course's content and requirements must be attached to the registration application.

3.3 Criteria for authorization: The authorization allowing an employee to participate in a training program must be approved before registering (if the employee requests financial aid or authorized leave). The approval and authorization related to the aid provided to an employee must be granted based on the following criteria:

a. **Evaluation reports - courses, seminars, conferences:** Employees who receive financial aid from the municipality to attend a course, seminar or conference must fill out an evaluation report on the course, seminar or conference in question. This report must be submitted to the department head, who must attach his/ her observations, then sent to the municipality's Chief Administrative Officer, who must review it. After this step, all reports must be placed in the human resource officer's files, for reference purposes.

b. **Registration fee reimbursement terms**

Any request for the reimbursement of registration fees must be submitted before the beginning of the course.

The section entitled "Types of training courses" indicates the various applicable reimbursement rates.

Original copies of receipts for registration fees must be submitted with the final transcript (if applicable). If the employee fails, no reimbursement will be granted.

As a general rule, seasonal or part-time employees are not entitled to the reimbursement of registration fees.

EMPLOYEE TRAINING AND DEVELOPMENT

3.4 **Types of training courses**

a. **Correspondence courses:** authorized by the department head or Chief Administrative Officer. The municipality must reimburse 50% of the fees incurred at the time of

registration and 50% once the course is completed, if the employee successfully passes the exam.

b. External courses, workshops, exams and seminars: authorized by the department head or Chief Administrative Officer. The municipality must reimburse the employee for his/her travel costs and up to the entire registration fees for the authorized courses. The employee is entitled to paid leave for the entire duration of the course.

c. Conferences: authorized by the department head or Chief Administrative Officer. Participation in conferences must be provided for, if possible, in the annual budget. If the conferences are not a part of a position provided for in the budget, related expenses must be authorized by the Chief Administrative Officer, Board or appropriate committee.

**** It is understood that the training courses paid by the municipality must be directly related to the employee's work.**

4.0 Training requiring a leave period

4.1 Any training or development program that requires a leave period must relate to a field directly related to the current responsibilities of the employee or to municipal administration.

4.2 The employee is entitled to at least 100% of his or her entire salary if the leave requested does not exceed six weeks. In the case of a course that exceeds six weeks, the employee may receive up to 100% of his or her full salary, if his/ her supervisor or department head recommends it.



**Avis relatif à la collecte de renseignements personnels
(Loi sur l'accès à l'information et la protection du vice privée)**

Toute personne employée par une garderie titulaire de permis ou employée ou associée à une agence agréée de garde d'enfants en résidence privée doit remplir le présent formulaire.

Dans le cadre de l'application de la *Loi sur les garderies*, les conseillères/conseillers en programmes du ministère de l'Éducation et le directeur nommé en vertu de la *Loi sur les garderies* peuvent recueillir et examiner les renseignements personnels du personnel employé par une garderie titulaire de permis ou de personnes employées ou associées à une agence agréée de garde d'enfants en résidence privée, en vertu de l'alinéa 16 (4) de la *Loi sur les garderies* et des paragr. 58,59, 60,61 et 62 du Règl. de l'Ontario 262 pris en application de la *Loi sur les garderies* afin de veiller à ce que l'exploitant de la garderie ou de l'agence de garde d'enfants en résidence privée respecte les dispositions de *Loi sur les garderies* et du Règl. de l'Ontario 262.

Aux fins d'examen par le ministère, le présent formulaire doit être conservé à la garderie où vous travaillez ou au bureau central de l'agence de garde d'enfants en résidence privée.

Votre employeur peut nous transmettre des renseignements personnels à votre sujet dans le cadre d'une demande d'approbation d'un superviseur, d'une demande d'autorisation d'une personne à occuper le poste d'une éducatrice ou d'un éducateur de la petite enfance inscrit ou d'une demande d'autorisation d'un visiteur à une garderie en résidence privée, s'il y a lieu.

Les renseignements recueillis au cours du processus de délivrance de permis sur des éducatrices et des éducateurs de la petite enfance inscrits peuvent être communiqués à l'Ordre des éducatrices et des éducateurs de la petite enfance, aux fins de l'application de la *Loi de 2007 sur les éducatrices et les éducateurs de la petite enfance*.

Pour toutes questions relatives à la collecte directe ou indirecte de renseignements personnels, veuillez vous adresser à la :

Direction de l'assurance de la qualité et de la délivrance des permis des
services de garde d'enfants
Division de l'apprentissage des jeunes enfants
Ministère de l'Éducation
900, rue Bay, 24^e étage, édifice Mowat
Toronto (Ontario) M7A 1L2
416 314-8373

Nom (lettres moulées) _____

Signature _____

Date _____

Une copie du formulaire doit être remise à la personne qui le remplit.

CORPORATION De la Cité de / of the City of CLARENCE-ROCKLAND	Politique/Policy no : GAR15-01
	Objet/Subject : Politique de Comptes Clients – Service de Garderies / Clients accounts policy – Day Care Services
	Service/Department : Garderies
Date : Août/August 2017 Préparé par : Pierre Boucher	Règlement/By-law No. :
	Résolution/Resolution No. :

BUT: Établir une politique afin d'harmoniser les règles et politiques des comptes clients du Service de Garderies.

ÉTENDUE

Cette politique s'appliquera à tous les comptes à recevoir pour les frais du Service de garde licencié municipal.

RESPONSABILITÉ

Le département du Service de Garderies est responsable de fournir toute l'information nécessaire à la facturation au Service des Finances afin qu'il puisse préparer la facture.

L'employé assigné à la facturation sera responsable de faire parvenir la facture mensuelle à la clientèle du Service de Garderies. Cet employé sera également responsable de la perception des comptes à recevoir.

PROCÉDURES

Les procédures de cette politique seront établies par le Directeur des Services Communautaires.

DÉFINITION DES TERMES DE RÉFÉRENCE

Journée ouvrable : du lundi au vendredi à l'exception des journées fériées (Section 3 d)

Journée scolaire : toute journée incluse dans le calendrier scolaire, selon le Conseil Scolaire de chaque école

Pleine journée : toute journée qui n'est pas une journée scolaire

Totalité des services applicables aux groupes parascolaires: inclue journées scolaires (Am & PM), journées pédagogiques, congé de mars, congé de Noël et l'été.

PURPOSE: The purpose of this policy is to standardize the rules and policies of the Daycare Services Clients account.

COVERAGE

This policy will apply to all accounts receivable for all municipal license Daycare Services.

RESPONSIBILITY

The Daycare Services department is responsible to provide the Finance department with all necessary information in order to proceed with the invoice.

The employee assigned to billing will be responsible to send the monthly invoice to the Daycare Services clients. This employee will also be responsible for the collection of receivable accounts.

PROCEDURES

This policy procedure will be established by the Community Services Director.

DEFINITION OF TERMS OF REFERENCE

Working day: from Monday to Friday with the exception of statutory holidays (Section 3 d)

School Day: all days included into the school year calendar as per the School Board of each school.

Full day: any day that is not a school day.

Full service applicable to school age children: includes school days (AM & PM), PD days, March break, Christmas and summer holidays.

Totalité des services applicables aux groupes bambins et préscolaires : toutes journées ouvrables

1) ENTENTE DE SERVICE

- a) Le nouveau client sera convoqué à un rendez-vous d'admission où il recevra la trousse d'inscription qu'il devra compléter et remettre à l'employée responsable de la garderie.

2^e étape de l'inscription :

Il sera la responsabilité du client de se rendre au Service à la clientèle de l'Hôtel de Ville, avec le formulaire d'entente de service, afin de payer son dépôt de sécurité (Section 2), ainsi que le frais pour l'ouverture de compte (voir ANNEXE « A » grille des frais du Service de Garderies) avant que son enfant puisse fréquenter l'établissement.

- b) Le parent dont l'enfant fréquente le service de garde parascolaire devra compléter la section « PARASCOLAIRE » du formulaire d'entente de service. Le parent cochera les services qu'il réserve pour une durée de 12 mois, soit du 1^{er} juillet au 30 juin, signera l'Entente et sera lié à cette Entente, nonobstant du service qu'il utilisera pendant la durée de l'Entente.

Lorsque le client coche un service, il est responsable de payer la totalité de ce service; il ne sera pas possible de choisir partiellement un service. Par

Full service applicable to toddler and preschooler children: all working days

1) SERVICE AGREEMENT

- a) The new client will be scheduled for an admission's appointment, where he will receive the registration package; the client must complete the forms and return it to the supervising daycare employee.

2nd admission step:

It is the client's responsibility to go to City Hall's Client Service Center in order to submit the Service Agreement Form, the security deposit payment (Section 2) as well as the account set-up fees (see SCHEDULE "A" Daycare Services Fees) before his child can attend the daycare.

- b) The parent whose child attends the school age daycare program will have to complete the section "SCHOOL AGE" of the Service Agreement form. The parent will check off the services he/she reserves for the 12 month period, from July 1st to June 30th, will sign the Agreement and will be bound to the Agreement, notwithstanding of the service used during the term of the agreement.

When a client check mark's a service, he/she is responsible of paying the entire service; it is not possible to choose a partial service. For example, when a

<p>exemple, lorsque le client coche « Journées pédagogiques », toutes les journées pédagogiques de l'école fréquentée par leur enfant seront chargées au client ou congé d'été inclura toutes les semaines/journées qui ne sont pas des journées scolaires. La même procédure s'appliquera dans le cas du congé de Noël et du congé de mars.</p> <p>Lorsqu'un enfant du groupe préscolaire est transféré dans le groupe de parascolaire, le parent pourra remplir une nouvelle entente pour réserver les services selon ses besoins.</p> <p>c) AJOUT DE SERVICE</p> <p>Il est possible pour la clientèle de faire des ajouts de service lorsque ceux-ci ne sont pas réservés sur leur entente.</p> <p>Le client doit faire une demande d'ajout de service, en remplissant le formulaire disponible à la garderie, 48 heures à l'avance, afin de permettre à la chef d'équipe/superviseure de confirmer que nous avons la place dans le groupe d'âge de l'enfant. Une fois confirmé par la chef d'équipe/superviseure et le client, il ne sera plus possible d'annuler cet ajout de service. L'ajout de service sera ajouté à la facture du client.</p> <p>d) Dans l'éventualité que le groupe de parascolaire est à pleine capacité, le Service doit donner priorité aux clients qui réservent la totalité des services.</p> <p>e) Il n'y a pas d'option de service</p>	<p>client checks off "PD Day", all PD Days of the school attended by their child are charged to the client or summer break will include all weeks/days that are not school days. The same procedure will be applied for the Christmas and March break.</p> <p>When a child is transferred from a preschool group to a school age group, the parent can fill out a new Agreement to reserve the services according to his needs.</p> <p>c) ADDITIONAL SERVICE</p> <p>It is possible for the client to add additional services when they were not initially reserved in the Agreement.</p> <p>The client needs to complete the Service Agreement Form to request the additional service, 48 hours in advance, to allow the Crew Leader/Supervisor to confirm the availability in the child's age group. Once confirmed by the Crew Leader/Supervisor and the client, it will not be possible to cancel the additional service. The additional service will be charged to the client's invoice.</p> <p>d) In the event that the school age group is at full capacity, the Service will give priority to clients reserving the full service.</p> <p>e) There is no different option</p>
--	--

différent pour les groupes bambins et préscolaires puisque nous devons maximiser les places disponibles de 5 jours/semaine, vu les places limitées que nous avons dans les garderies.

- f) Le client subventionné qui n'est plus éligible à une subvention pour ses frais de garde, pendant le terme de son entente, pourra remplir une nouvelle entente pour réserver les services selon ses besoins et devra déboursier la différence du dépôt de sécurité entre le dépôt d'un client subventionné et le dépôt des clients payeurs en vigueur.

2) DÉPÔT DE SÉCURITÉ

- Un dépôt de sécurité équivalent à deux semaines de frais de garde est exigé pour tous les nouveaux clients à la garderie.

- Le dépôt sera non-remboursable si le client décide d'annuler le service de garde après avoir complété l'inscription et remis le dépôt de sécurité.

- Le dépôt de sécurité sera versé au compte du client lorsqu'il remettra un avis écrit de quatre (4) semaines du retrait de son enfant au Service des finances

- Si le compte est à jour, le montant restant au compte, incluant le dépôt de sécurité sera remboursé au client par chèque OU sera automatiquement transféré dans le compte d'un enfant de la même famille qui fréquente le Service de Garderies.

available for children attending the toddler or preschool program since we have to maximize the available spaces for 5 days a week, due to limited spaces in the daycares.

- f) The subsidized client that no longer qualifies for a subsidy for its daycare fees during the agreement period, will be able to fill a new agreement to reserve the services according to his needs; the client will have to disburse the security deposit difference between the subsidize and the non-subsidize deposit fee.

2) SECURITY DEPOSIT

- A security deposit equivalent to two weeks of daycare services will be required by all new daycare clients.

- The deposit will not be reimbursed if the client decides to cancel their daycare service after completion of registration and submitting the security deposit.

- The security deposit will be applied to the client's account when a four (4) week written notice of withdrawal is given to the Finance Department.

- If the account is up to date, the credit to the account, including the security deposit will be reimbursed to the client by cheque OR it will be automatically transferred to the account of a child from the same family who attends the Daycare Services.

- Le client doit payer le frais d'ouverture de compte en même temps que le dépôt de sécurité au Service à la Clientèle de l'Hôtel de Ville. Ce frais est non remboursable. (voir ANNEXE « A » grille des frais du Service de Garderies).

**a) DÉPÔT DES CLIENTS
SUBVENTIONNÉS**

Le client qui est éligible à une subvention partielle des Comtés Unis de Prescott Russell doit remettre un dépôt de sécurité tel qu'établi par le Service (voir ANNEXE « A » grille des frais du Service de Garderies).

Le frais d'ouverture de compte sera payé par les Comtés Unis de Prescott Russell.

**3) FACTURATION
COMPTES À RECEVOIR
SERVICE CONCERNÉ**

Chaque Chef d'équipe/ Superviseure sera responsable de l'intégrité et de l'exactitude des données de base acheminées au Service des Finances.

PROCÉDURES GÉNÉRALES

Le Service maintiendra des pièces justificatives aux fins de la facturation. Chaque garderie sera responsable de conserver les présences originales sur les lieux de la garderie pour une durée de trois (3) ans.

Le client qui fera une demande de vérification de l'assiduité et du livre de signature d'arrivée et de départ de son enfant à la garderie devra

- The client must pay the account set-up fee at the same time as the security deposit to the Client Service Center at City Hall. This fee is non-refundable. (see SCHEDULE "A" Daycare Services Fees).

a) SUBSIDIZE CLIENTS DEPOSIT

Subsidize clients that are eligible to a partial subsidy from the United Counties of Prescott Russell must pay a security deposit as establish by the Service (see SCHEDULE "A" Daycare Services Fees).

The fee for setting up an account will be paid by the United Counties of Prescott Russell.

**3) INVOICES
ACCOUNTS RECEIVABLE
AFFECTED DEPARTMENTS**

Each Crew Leader/Supervisor will be responsible for the integrity and accuracy of the basic information given to the Finance Department.

GENERAL PROCEDURES

The department will maintain the supporting documents for invoicing. Each daycare will be responsible of keeping the original attendance sheets on the daycare site for three (3) years.

The client requesting a verification of the attendance sheets or arrival and departure

suivre les procédures d'accès à l'information de la Cité de Clarence-Rockland.

PROCESSUS

- a) Les feuilles de présence mensuelles de chaque garderie sont acheminées au Service des Finances le 1^{er} jour ouvrable de chaque mois pour la vérification de la facturation mensuelle.
- b) Les frais du service de garde des clients payeurs et subventionnés partiellement seront facturés mensuellement, soit au début de chaque mois et le paiement sera dû le dernier jour ouvrable de chaque mois.
- c) Le coût annuel sera établi selon la Section 1 b) e). La Section 4 a) s'applique lors du calcul de la facture équivalente.
- d) Les journées fériées suivantes ne seront pas chargées :
 - 1^{er} janvier
 - Journée de la famille
 - Vendredi Saint
 - Lundi de Pâques
 - Fête de la Reine
 - 1^{er} juillet
 - Congé civique
 - Fête du Travail
 - Action de Grâce
 - 25 décembre
 - 26 décembre
- e) Il est entendu que les taux chargés aux clients subventionnés partiellement sont établis par les Services Sociaux des Comtés Unis de Prescott-Russell.

signature book of his child will have to follow the Clarence-Rockland Municipal Freedom of Information procedures.

PROCEDURES

- a) The monthly attendance sheets of each daycare are submitted to the Finance Department the 1st working day of each month for the verification of the monthly billing.
- b) The Daycare services paying clients and partially subsidized clients will be charged monthly at the beginning of each month and the payment will be due on the last working day of each month.
- c) The annual cost will be established according to Section 1 b) e). The Section 4 a) will apply for the calculation of the equal billing.
- d) The following statutory holidays will not be charged:
 - January 1st
 - Family Day
 - Good Friday
 - Easter Monday
 - Victoria Day
 - July 1st
 - Civic Holiday
 - Labor Day
 - Thanksgiving
 - December 25th
 - December 26
- e) It is understood that the amount charged to the partially subsidized clients is established by the United Counties Social Services of Prescott Russell.

N.B. Le client subventionné qui veut faire un changement ou un ajout à son entente de service est responsable de le faire approuver par les Services Sociaux de Prescott-Russell. Le client sera responsable de payer les frais si les Services Sociaux de Prescott-Russell refusent de payer ce changement ou ajout.

- f) Dans la mesure du possible, les ajustements seront faits au fur et à mesure aux comptes des clients du Service de Garderies; par contre, il est possible que l'ajustement soit appliqué à la facture du mois suivant.

4) JOURNÉES D'ABSENCE ALLOUÉES

- a) Les clients qui réservent la totalité des services à la garderie, de juillet à juin, se verront alloués dix (10) jours d'absence pour l'année. Ces absences ne sont pas transférables d'une année à l'autre.

Les dix (10) jours de congés alloués par année seront calculés au prorata des mois restant pour le client qui commencera à fréquenter la garderie durant l'année.

- b) Pour les clients qui annuleront leur service avant le terme de l'entente, les dix (10) jours de congés alloués par année seront calculés au prorata des mois dont l'enfant a fréquenté la garderie pendant le terme de l'entente en vigueur.

P.S. If the subsidized client wants to make changes or add a service to its agreement, the client is responsible to have his request approved by the United Counties of Prescott Russell Social Services. The client will be responsible to pay the fees in the event that the request for the amendment is not approved by the United Counties of Prescott Russell Social Services.

- f) When possible, the adjustments will be added to the Daycare Services clients account on a daily basis. However, it is possible that the adjustment is applied to the following monthly invoice.

4) ALLOCATED DAYS OF ABSENCE

- a) The clients that reserve the full daycare services, from July to June, will be eligible to have ten (10) allocated days of absence for the year. These absences are not transferable from one year to the other.

The ten (10) allocated days of absence per year will be calculated as prorated of the month remaining for the client beginning to attend the daycare services during the year.

- b) For the clients who cancel their service before the termination of the Agreement, the ten (10) allocated days of absence per year will be calculated as prorated of the months the Agreement was in effect.

c) Le client qui ne réserve pas la totalité des services à la garderie ne pourra bénéficier des journées d'absence allouées annuellement; la Section 4 ne s'applique donc pas pour cette clientèle.

d) Il est entendu que le Service tiendra un registre des absences prises par la clientèle à tous les mois; dans l'éventualité que l'enfant n'a pas été absent pour la totalité des jours d'absence déduits sur la facture équivalente, le Service des Finances fera parvenir une facture aux clients.

e) Les clients qui ne sont pas éligibles aux journées d'absences ou qui prennent des journées excédents les journées d'absence allouées devront payer le plein tarif journalier.

5) RETARD DE PAIEMENT SERVICE CONCERNÉ

Le Service des Finances sera responsable d'envoyer les avis de retard par la poste. Advenant la nécessité d'exercer des moyens de pressions additionnels, le Service de la Trésorerie pourra toutefois solliciter l'assistance du Directeur du service concerné.

Voir ANNEXE « A » grille des frais du Service de Garderies.

PROCÉDURES GÉNÉRALES

À moins d'un avis contraire, un intérêt de 1.25% par mois sera appliqué sur les comptes échus; également :

c) The client that does not reserve the total daycare services will not be eligible to have the yearly allocated absence days. Section 4 does not apply to these clients.

d) It is understood that the Service Department will keep a record of absences taken by customers every month. In the event that the child has not been absent for all the days of absences deducted from the equivalent invoice, the Finance Department will send an invoice to the client.

e) The clients that are not eligible for the days of absence or have exceeded the allowed absence days will pay the full daily fees.

5) LATE PAYMENT AFFECTED DEPARTMENTS

The Finance Department will be responsible for issuing late payment reminders by mail. However, should an account be subject to further pressure, the Treasurer of the Finance Department may require the assistance of the director of the affected department.

See SCHEDULE "A" Daycare Services Fees.

GENERAL PROCEDURES

Unless otherwise stipulated, a monthly interest rate of 1.25% will be applied to all accounts in arrears; also:

- Un état de compte sera émis par le Service des Finances pour les comptes en souffrance le deuxième (2^e) jour du mois.
- Un appel sera fait par le Service des Finances le 15^e jour du mois suivant, lorsque le compte demeure impayé.
- Lorsque le paiement n'est toujours par reçu, une lettre avisant le client qu'il n'est plus éligible au service de garde sera remise au client. Le dépôt de sécurité sera alors mis au compte du client.
- À défaut de paiement ou d'entente raisonnable, le Trésorier municipal mettra fin au service de garde et pourra retenir les services d'un huissier ou d'une agence de recouvrement afin de récupérer les comptes en souffrance.

6) RETARD DES CLIENTS À LA GARDERIE

Il est entendu que les heures d'ouverture des garderies municipales sont de 6h00 à 18h00.

- Tout parent arrivant plus tard que 18h00 sera facturé selon les frais de retard en vigueur.
- Le parent retardataire ainsi que l'éducatrice devront signer le registre d'arrivée et de départ, indiquant l'heure de départ. Cette politique est

- A statement will be sent by the Finance Department for all unpaid accounts on the second (2nd) day after the due date.
- A phone call will be made by the Finance Department on the 15th day of the month when the account remains unpaid.
- When the payment is not received, a letter from the Finance Department will be sent to notify the client that he can no longer be eligible to receive the service by the Daycare Services. The security deposit will be applied to the account.
- On default of payment, or of a reasonable agreement of payment, the municipal treasurer may either retain the services of a bailiff or of a collection agency in order to recuperate the monies in arrears.

6) CLIENTS LATE ARRIVAL AT THE DAYCARE

It is understood that the City Daycare Services operating hours are from 6:00 a.m. to 6:00 p.m.

- All parents arriving at the daycare later than 6:00 p.m. will be charged according to the late fees in effect.
- The latecomer and the educator will both sign the arrival and departure registry indicating the departure time. This policy is applicable to full

<p>applicable aux parents payeurs et aux parents subventionnés.</p> <ul style="list-style-type: none"> - Noter "qu'arriver à l'heure" signifie que le parent et l'enfant sont prêts à quitter la garderie à 18h00. - Les frais de retard seront ajoutés à la facture mensuelle du parent. - Dans certains cas, tels les intempéries et à la discrétion du Directeur du Service, le retard ne sera pas facturé. - Au troisième retard, les parents recevront un rappel de la politique de retard du Service de Garderies en vigueur. <p>Voir ANNEXE « A » grille des frais du Service de Garderies.</p>	<p>fee paying parents and subsidized parents.</p> <ul style="list-style-type: none"> - Note that to be "on time" means that the parent and child are ready to leave the daycare at 6:00 p.m. - The late fee will be added to the parents' monthly invoice. - In the case of late arrivals due to bad road conditions, and at the discretion of the Service Director, late arrival fees will not be charged. - After the third late arrival, the parents will receive a reminder of the Daycare Services late arrival policy in effect. <p>See SCHEDULE "A" Daycare Services Fees.</p>
<p>7) RETRAIT DU SERVICE DE GARDERIES</p> <ul style="list-style-type: none"> - Il est entendu que le client pourra mettre un terme à son service de garde en nous soumettant quatre (4) semaines d'avis de retrait par écrit, ce qui annulera l'entente de service. Le client sera facturé, tel que l'entente de service établi, pendant les quatre (4) semaines suivant l'avis de retrait. - Le client qui remet un avis de retrait devra remettre le nom de son enfant sur la liste d'attente centrale s'il veut un service de garde pour une date ultérieure. La politique de la Liste d'Attente en vigueur s'appliquera dans cette 	<p>7) WITHDRAWAL FROM THE DAYCARE SERVICES</p> <ul style="list-style-type: none"> - It is understood that the client can terminate their daycare services by submitting a four (4) weeks written notice of withdrawal; the notice will cancel the Service Agreement. The client will be invoiced according to the service agreement established during the four (4) weeks following the withdrawal notice. - The client terminating their daycare services have to put the name of their child on the central waiting list if they need we daycare service at a later date. The Waiting List policy in effect will apply in this case.

éventualité.

- Il est la responsabilité du client subventionné de contacter l'agent(e) des subventions des Comtés Unis de Prescott Russell pour l'informer du retrait de son enfant de la garderie.

8) PLACE PARTAGÉE

Afin de maximiser les places de bambins et préscolaires, et suite à la demande populaire des clients, le Service de Garderies accepte de partager une semaine de cinq (5) jours (du lundi au vendredi) entre deux (2) familles, lorsque nous avons 2 parents sur la liste d'attente qui peuvent compléter la semaine. Les lignes directrices suivantes devront être suivies par les familles qui partagent une semaine, du lundi au vendredi, à la garderie :

- a)** Dans la mesure du possible, le calendrier sera établi de juillet à juin de chaque année
- b)** Chaque client devra suivre le calendrier établi qu'il aura accepté et signé au préalable.
- c)** Aucun changement ni annulation des journées réservées pour l'enfant ne sera accepté.
- d)** Le client ne pourra négocier les journées réservées pour son enfant pour la durée de l'entente.
- e)** Si l'enfant ne peut venir à la garderie alors que la journée lui était réservée, ce sera considéré

- It is the responsibility of the subsidize client to contact and inform the subsidy agent from the United Counties of Prescott Russell if their child is withdraw from the daycare service.

8) SHARED PLACE

In order to maximize the toddler and preschooler's group, and to answer to a popular request from clients, the Daycare Services has accepted to share a week of 5 days (from Monday to Friday) between two (2) families, when having two families on the waiting list to complete a week. The following rules will have to be followed by the two (2) families that will be sharing a week, from Monday to Friday, at the daycare:

- a)** If possible, the calendar year will be established from July to June of each year
- b)** Each client will have to follow the calendar year as established, accepted and signed previously.
- c)** No changes or cancellation of the reserved days for the child will be accepted.
- d)** The client will not be able to negotiate the reserved days for their child for the duration of the agreement.
- e)** If the child cannot be at the daycare on a day that was reserved for him, it will be

comme une journée d'absence et le parent sera chargé.

- f)** Le client pourra remettre quatre (4) semaines d'avis de retrait, selon la Section 7 en vigueur, pour mettre un terme à l'entente de la place partagée.
- g)** Le Service de Garderies donnera priorité au client dont la date d'admission est la première, sur la place à temps plein (5 jours/semaine) lorsque la demande sera soumise.
- h)** Dans l'éventualité qu'un des deux clients mette fin à l'entente de place partagée, et que la semaine ne soit pas comblée par un autre client, nous donnerons priorité au client qui prendra les 5 jours/semaine.

9) CALENDRIER PARASCOLAIRE

Afin de maximiser les places de parascolaire, et suite à la demande populaire des clients, le Service accepte d'offrir un service basé sur un calendrier établi. Les lignes directrices a) à g) de la Section 8 seront appliquées.

Dans l'éventualité que la garderie est à pleine capacité, le Directeur du Service pourra prendre la décision de donner priorité aux clients qui réserveront la totalité du service offert à la garderie.

10) ENFANT QUI NE FRÉQUENTE PAS LA GARDERIE DE LEUR ÉCOLE

Il est entendu que l'Administration du Service de Garderies n'autorise

considered as an absence day and the client will be charged.

- f)** The client can submit a four (4) weeks written notice of withdrawal, according to Section 7 in effect, to terminate the Service Agreement of a shared place.
- g)** The Daycare Services will give priority to the client which admission date is the first for a full time placement (5 days/week) when a request is submitted.
- h)** In the event that one of the two clients terminates the Agreement Service of a shared place, and that the week is not completed by another client, we will give priority to the client reserving the five (5) days/week.

9) SCHOOL AGE CALENDAR

In order to maximize the available school age spaces, and following the client's popular request, the Service agrees to offer a service based on an establish calendar. The guidelines a) to g) of Section 8 will be applied.

In the eventuality that the daycare is at full capacity, the Service Director may take the decision to give priority to clients reserving the full service offered at the daycare.

10) CHILD WHO DOES NOT ATTEND THE DAYCARE OF THEIR SCHOOL

It is understood that the Administration of the Daycare

pas qu'un enfant qui fréquente une école avec une garderie municipale à l'intérieur de l'établissement fréquente une garderie municipale d'une école différente. (Ex. si l'enfant fréquente l'école St-Patrick, il doit également fréquenter la garderie St-Patrick).

Par contre, s'il n'y a pas de garderie municipale à l'intérieur de l'école fréquentée par l'enfant, nous pourrions voir la possibilité d'offrir la garderie dans une école différente.

Dans cette éventualité, le parent est responsable de faire les arrangements de transport scolaire avec le consortium scolaire.

Puisque nous n'avons pas les effectifs et les locaux de disponibles pendant la journée scolaire, nous ne pourrions pas offrir le service de garde lors des journées d'intempérie.

De plus, les calendriers scolaires sont différents d'un conseil scolaire à l'autre; nous ne pourrions pas offrir le service de garde lorsqu'il n'y a pas d'école (ex. journée pédagogique) si elle ne coordonne pas avec l'école ou est située la garderie.

11) GARDE PARENTALE PARTAGÉE

Les parents qui ont une garde partagée de leur enfant doivent remettre à la garderie l'entente de la cour, émise par un juge provincial et/ou une entente de

Services does not allow a child who attends a school with a municipal daycare inside its establishment to attend another municipal daycare in a different school. (Ex. Child attending St-Patrick School must attend St-Patrick daycare).

However, if a child attends a school where there's no municipal daycare inside the establishment, we could see the possibility of offering the daycare service into a different school.

In this event, the parent will be responsible to make the transportation arrangement with the school consortium.

Since we do not have the staff and premises availability during the school day, we will not be able to offer the daycare service during the days of bad weather.

Furthermore, the school calendars are different from one school board to another; we will not be able to offer the daycare service when there's no school (ex. pd day) if it does not coordinate with the school where the daycare is located.

11) PARENTS WITH SHARED CUSTODY

The parents having shared custody of their child must submit the Court Agreement issued by a provincial judge, and or a separation agreement signed by both parties at the time of

séparation signée par les deux parties, lors de l'inscription.

- a) Le parent devra également remettre un calendrier annuel des journées auxquelles l'enfant sera sous sa charge, avant que l'enfant commence à fréquenter le Service. Les lignes directrices a) à h) de la Section 8 seront appliquées.
- b) Le Service des Finances chargera les frais de garderie au parent selon le calendrier remis.
- c) Si le parent se présente à la garderie alors que ce n'est pas une journée réservée pour lui, l'employée refusera de prendre l'enfant pour cette journée.
- d) Dans l'éventualité qu'un des deux parents ne paie pas son compte, la Section 5 s'appliquera pour le parent dont le compte demeure en souffrance.

12) HOSPITALISATION/ CONVALESCENCE

- a) Si un enfant doit s'absenter de la garderie en raison d'hospitalisation, le séjour hospitalier et un maximum de cinq (5) journées de récupérations seront accordés sans frais de garde.
- b) Un certificat médical identifiant le nombre de journées à l'hôpital et le nombre de journées en convalescence devra être fourni afin d'annuler les frais de garde.

registration.

- a) The parents shall also provide an annual calendar of the days their child is under their responsibility, before the child can integrate the Service. The guidelines a) to h) of Section 8 will be applied.
- b) The Finance Department will charge parent's the daycare fees according to the submitted calendar.
- c) If the parent arrives at the daycare with the child and that day wasn't schedule on his calendar, the daycare employee will refuse to take the child for that day.
- d) In the eventuality that one of the two parents doesn't pay his daycare account, Section 5 will be applied to the overdue account.

12) HOSPITALIZATION/ RECUPERATION

- a) If a child must be absent from the daycare due to hospitalization, no daycare fees will be charged for the hospital stay and a maximum of five (5) days of recuperation;
- b) A medical certificate indicating the number of days at the hospital and the number of days of recuperation needed must be given to the daycare administration to cancel the fees.

<p>Toutes questions relatives à la facturation doivent être discutées avec le Département des Finances.</p> <p>Le Directeur des Services Communautaires pourrait accepter d'évaluer une demande raisonnable ou un évènement imprévisible d'un client, concernant la politique des Comptes Clients.</p>	<p>All financial questions have to be discussed with the Financial Department.</p> <p>The Community Services Director could evaluate a client's reasonable request or an unpredictable event, regarding the Clients Account Policy.</p>
--	---



NOTE DE SERVICE

Service de Garderies

DATE : Le 22 juillet 2016

DESTINATAIRES : Employés temps plein et temps partiel

EXPÉDITEUR : Anne Morris Bouchard
Gérante du Service de Garderies

OBJET : Protocole d'arriver et départ des enfants

Bonjour,

Nous avons vécu un incident grave dans une garderie de la Cité de Clarence-Rockland le 20 juillet 2016. Cet incident nous apporte à faire des changements pour les arrivées et départs des enfants.

Nous avons informé les employés du Service de Garderies verbalement, mais nous tenons à préciser nos attentes sur cette note de service afin d'éviter toute ambiguïté concernant les arrivées et départs des enfants à la garderie.

À partir d'aujourd'hui, les parents doivent se rendre directement dans le local où est son enfant afin de le laisser le matin et de venir le chercher pendant la journée.

À partir d'aujourd'hui, nous ne pouvons plus autoriser un enfant à quitter le local pour se rendre à l'accueil afin de rejoindre son parent.

Il y aura tout de même une employée à l'accueil à la garderie Sainte-Trinité afin d'ouvrir la porte à la clientèle et annoncer l'arrivée du parent par walkie-talkie.

Votre collaboration est nécessaire afin d'assurer la sécurité des enfants qui fréquentent le Service de Garderies de la Cité de Clarence-Rockland.

Anne Morris Bouchard, EPEI
Gérante du Service de Garderies
613-446-5853

amorrisbouchard@clarence-rockland.com



Daycare Services

DATE: July 22nd, 2016

ADDRESSEE: Full time and part time employees

SENDER: Anne Morris Bouchard
Manager of the Daycare Services

OBJECT: Children arrival and departure protocol

Hi,

We had a serious occurrence in one of the Clarence-Rockland daycare on July 20th, 2016. That incident brings us to make changes in regards of arrival and departure of the children.

We informed Daycare Services employees verbally, but we are anxious to specify our expectations on this memo in order to avoid any ambiguity concerning children arrival and departure at the daycare.

Starting today, parents have to go directly in the local of his/her child to leave him/her in the morning and to pick him/her up during the day.

Starting today, we cannot authorize a child to leave the local to go to the greeting area to join his/her parent.

An employee will be at the Sainte-Trinité greeting area to open the door to the clientele and announce the arrival of the parent by walkie-talkie.

Your collaboration is necessary to insure the safety of children attending the Daycare Services of Clarence-Rockland.

Anne Morris Bouchard, RECE
Manager of the Daycare Services
613-446-5853
amorrisbouchard@clarence-rockland.com

CORPORATION of the City of Clarence- Rockland	Policy no:	ADM12-01
	Subject:	Cellphones/smartphones
	Department:	Administration
Date: April / Avril 2007	By-Law No.:	
Revised: Sept 2012	Resolution No.: 2007-189 & 2012-	
Prepared by: Diane Cyr		

The goal of this policy is to define a fair and equitable procedure for the use of cellphones & smartphones

POLICY RELATING TO CELLPHONES/SMARTPHONES

Purpose

The Corporation of the City of Clarence-Rockland recognizes that cellphone/smartphone technology is an integral part of today's business and that guidelines are necessary to assist in the deployment throughout the Corporation. Cellphones/smartphones are assigned to the Chief Administrative Officer, to Department Heads, certain employees of the Corporation who are frequently away from the office; to Council members requesting the use of a cellphone/smartphone or to employees who provide emergency services.

Objectives

The main objectives of this policy are to:

- Provide guidelines to users who have been assigned a cellphone/smartphone to conduct City business;
- Apply standards to the cellphone/smartphone equipment and service agreements used by the City of Clarence-Rockland;
- Provide a system for monitoring cellphone/smartphone usage patterns so that plans can be routinely modified to better meet the needs of the Corporation;
- Ensure that the acquisitions of cellphone/smartphone services are cost-effective by allowing sharing of unused minutes within departments

Guidelines

- Cellphones/smartphones by definition include and are not limited to smartphones such as Blackberry, iPhones and a variety of android phones, etc
- Cellphones & smartphones are the property of the City of Clarence-Rockland for use by employees and municipal council members only
- Individuals must ensure the safe handling, proper use and secure storage of cellphones/smartphones at all times
- When on duty and while out of the office on City business, the cellphone/smartphone must be turned on unless prohibited at the place of business at which time the employee is required to check regularly for messages and/or check in with the office
- All cellphones/smartphones shall not be given to service provider unless "formatted" or security wiped by I.T. or authorized personnel.

Cellphones/smartphones need to be password protected. A keypad lock does not suffice nor qualify as a password. Refusing to enable a password on your respective cellphone/smartphone puts corporate email and potentially sensitive information and data at large out in the open for any unauthorized access. It is the responsibility of every cellphone/smartphone user to enable a password on their respective devices.

- All cellphones/smartphones are the property of the City of Clarence-Rockland. For auditing purposes and security (amongst others) the cellphones/smartphones will only be bound to the City of Clarence-Rockland corporate email account of the appointed employee, with no exceptions. For example, there will be no johndoe@sympatico.ca email account setup on the cellphones/smartphones.
- Neglecting to follow the procedure/process to format/security wipe a cellphone/smartphone prior to handing the device to the service provider or mobile carrier for service repair or replacement puts sensitive corporate email & data in the hands of unauthorized 3rd individuals.
- When a cellphone/smartphone is security wiped or formatted, all personal data and contacts will be lost (examples: BBM contacts, phone contacts, personal address book contacts, etc).
- Loss of a cellphone/smartphone must be reported to the IT department immediately. The department will take appropriate measures to format/wipe the device where possible.

Cellular service vendor

To facilitate the accomplishment of the above objectives, the City of Clarence-Rockland may enter into contracts with cellphone/smartphone service providers. During the period when one or more of these contracts is in force, the City will only purchase cellphones & smartphones and agreements for use on the basis of these contracts.

Chief Administrative Officer

It is the policy of the City of Clarence-Rockland to provide the CAO with a smartphone and/or data device as these are deemed necessary and essential tools for conducting corporate business while out of the office.

Department heads

It is at the discretion of the CAO if the Directors of the City of Clarence-Rockland are to be provided with a cellphone/smartphone for City business use. Each Director has the option to decline such a privilege.

I.T. department

Requires smartphones (job role, maintenance & operations)

Other specific staff

Cellphone/smartphone services may be provided to staff in the following positions as it may be necessary to reach them during business hours or to conduct activities incidental to their employment:

- Fire Chief
- Deputy Fire Chief
- Chief Building Official
- Building Inspectors
- Roads Superintendents
- Managers
- Division and District Chiefs
- By-law officers
- Civil Engineering technologist
- Engineering technologist
- Deputy Director to the Physical Services
- Other specific staff
- Municipal Council members

Department issued phones

In addition to cellphones/smartphones assigned to the positions above, additional phones may be acquired for use by the Department Head during emergency situations or to members of staff having occasional needs of communication. It is the responsibility of the Department Head to monitor the use of these "extra" phones.

Time sharing

As a cost-effective measure, sharing of unused minutes will be made available on the negotiated contracts within the same department, whenever possible.

Telephone management

Upon receiving approval from the CAO, every Department head will be responsible for the purchasing and management of the cellphones/ smartphones assigned within their respective department. Every employee assigned a cellphone/smartphone shall abide by the terms and conditions stated in this policy.

Damage, loss or theft

The City of Clarence-Rockland will provide approved employees with one cellphone/smartphone. It is the employee's responsibility to care for the cellphone/smartphone in a safe and proper manner. It is the responsibility of the employee to report any damages, misuse or misplaced cellphone/smartphone to his Department Head. Reasonable precautions should be made to prevent equipment theft and vandalism. Damaged equipment should be brought to the Department Head who will contact the I.T. and the vendor for replacement or repair. Lost or stolen cellphone/smartphone should be immediately reported to the Department Head and I.T. so that the service can be cancelled immediately. All costs incurred for replacement or repair will be the responsibility of the employee's department.

If an employee is on leave for more than one month, the cellphone/smartphone shall be returned to the Department Head until the employee's return to work.

Usage monitoring

Directors are responsible for educating their staff about appropriate cellphone/smartphone procedures and monitoring their usage.

Invoicing and payment

The Finance Department will receive the invoice from the cellphones & smartphones provider which shall be separated by department. A copy of the detailed invoice will be forwarded to the department heads or designated person. It is the responsibility of the department head or his/her designate to verify the invoice and to ensure proper use of the phone in accordance with this policy.

Employment completion

Upon completion of employment for the City of Clarence-Rockland, the cellphone/smartphone and all accessories must be returned to the Department Head who will confirm that the employee is returning all the equipment.

Cellphone/smartphone etiquette

Employees must use discretion in relaying confidential information while on the cellphone/smartphone in the presence of a ratepayer, member of the public or a resident.

Personal calls

The City of Clarence-Rockland provides cellphones/smartphones for the purpose of conducting City business. The use of City owned cellphones/smartphones to make or receive personal calls is discouraged, although it is understood that periodic usage for personal reasons may be necessary in emergency situations. Any abuse related to personal usage, such as long distance calls, roaming or other charges realized by an employee shall be the responsibility of the employee.

Ring tones

Ensure that ring tones of songs and/or voices are professional and not offensive or inappropriate in the workplace. Keep the volume at a reasonable level for a workplace setting or put the cellphone/smartphone on vibrate.

Unattended/unanswered ringing

Employees that leave their cellphone/smartphone in the workplace are advised to turn the ringer off, so that it does not disrupt nearby workers.

Appropriate use

If you are in a meeting and expecting an important call, please turn the cellphone/smartphone to vibrate.

Keep business private

Many personal and business conversations contain information that should remain confidential or private. Before using a cellphone/smartphone to discuss confidential business matters or issues, ensure that there is enough distance to keep the discussion private and wherever possible, sensitive confidential business should be discussed on a land line rather than a cellular device.

Incidental and occasional use of cellphones/smartphones for personal emails or text messages is permitted provided that such is responsible and does not harm or interfere with the employer's operations. These calls, emails or text messages will be treated the same as business messages and subject to inspection. The City advises anyone who utilizes corporate cellphones/smartphones for personal use that any form of personal communication on corporate systems may be accessed, retained, or deleted by the City without notice.

Employees may not send or forward religious, political, commercial messages, chain letters, and promotional messages for personal gain, messages for employee solicitation or messages that are forged.

Theft

A cellphone/smartphone is an easy target for theft. Take precautions to protect yourself, the City's cellphones/smartphones and your car from burglary or vandalism. Because the deductible on the City's Insurance Plan is greater than the purchase price of the phones, losses will not be covered by insurance.

Upon termination with the City of Clarence-Rockland, the cellphones/smartphones must be immediately returned to the IT Department.

Violations

Persistent failure to observe these guidelines will be regarded as a serious matter and may result in loss of privilege to use a cellphone/smartphone at work and disciplinary action, including but not limited to reprimand, suspension and/or termination of employment.

The employer shall not be liable if an employee receives a ticket following an offense of this law. The employee must pay the fee in whole and assume the consequences related to the law violation.

Internet use on cellphones/smartphones

For Internet use on a "City owned" cellphone/smartphone, please refer to policy ADM09-01 "Notice of restrictions for the use of the City of Clarence-Rockland's Information technology resources".

Use of a personal cellphone/smartphone at work

The use of personal cellphones/smartphones during work hours is not permitted unless authorized by the Chief Administrative Officer or the department head.

The use of cellphones/smartphones will be allowed during breaks or during the time allocated for lunch to make calls or send text messages.

All employees who use their personal cellphones/smartphones at work without the authorization of the Chief Administrative Officer or department head, will be subject to disciplinary action in accordance with the human resources policy.

Other restrictions

Cellphone/smartphone numbers will be treated as privileged information and therefore will not be given out to the general public to contact employees.

An employee may not operate a personal business from a City of Clarence-Rockland cellphone/smartphone nor provide a cellular number as the prime contact number on corporate business cards.

It's the law!

Using a cellphone/smartphone to send text messages while driving is subject to a \$155 fine under section 78.1 of the Highway Traffic Act. Watching an entertainment screen while driving is also subject to a careless driving charge and fines totaling between \$400 and \$2,000 and the possible suspension of a driving license for up to two years or a prison sentence of up to six months.

Lack of concentration on driving while talking on a cellphone/smartphone poses a safety hazard. If you need to respond to a call on your cellphone/smartphone while driving, you must safely pull off the road and park your vehicle whenever possible. Failure to comply with this directive could result not only in disciplinary action but also the denial of WSIB claims. Answering the phone while driving is prohibited at all times and is against the law unless using a handsfree device (i.e. Bluetooth headset or Bluetooth handsfree).

Remember that no call is so important that it cannot wait until you can safely stop your vehicle in a safe location to answer or make a call or to send or retrieve a message.



POLITIQUE EN CAS DE MORSURE

Lorsqu'un enfant mord un autre enfant ou un adulte, l'employée responsable du groupe doit examiner la peau de l'individu mordu afin de s'assurer qu'il n'y a pas lacération de la peau.

Dans le cas où la morsure est à la surface de la peau, sans lacération, l'employée appliquera une compresse froide afin de diminuer l'enflure, la douleur et la coloration de la peau. L'employée responsable doit remplir un rapport d'incident à la garderie qu'elle remettra au parent concerné afin de l'informer de la morsure que son enfant a subi pendant la journée.

Dans le cas où la morsure a déchiré ou lacéré la peau, l'employée doit nettoyer la plaie et appliquer une compresse froide afin de diminuer l'enflure, la douleur et la coloration de la peau. L'employée responsable doit contacter le parent/tuteur de l'enfant qui a subi la morsure afin de l'informer de la blessure de son enfant et lui demander de faire examiner son enfant par un médecin pratiquant. L'employée responsable doit remplir un rapport d'incident grave électronique qui sera envoyé au Ministère de l'Éducation dans les 24 heures suivant l'incident et remettra une copie au parent concerné afin de l'informer de la morsure que son enfant a subi pendant la journée.

L'éducatrice doit rencontrer le parent/tuteur de l'enfant qui mord à répétition afin de trouver des solutions dans le but d'éliminer le comportement de l'enfant mordeur.



SERVICE DE GARDERIES/DAYCARE SERVICES

PLAN DE CONTRÔLE LORS DE LA TRANSITION DES ENFANTS

Selon les ratios, il est possible que des enfants soient transférés d'un groupe à l'autre pendant la journée. Il est entendu que les enfants doivent être transférés dans le même groupe d'âge qu'ils fréquentent. Afin d'assurer le bien-être et la sécurité des enfants concernés, l'employé doit suivre les procédures suivantes :

- a) Le transfert des enfants d'un groupe à un autre doit se faire strictement par un adulte qui accompagne les enfants lors du transfert.
- b) L'adulte qui assure le transfert des enfants doit identifier le nombre d'enfants qui se joint au groupe, à l'employé qui reçoit les enfants.
- c) Le nom de chacun des enfants doit être ajouté sur la feuille de présence avec la date et l'heure du transfert; l'employé qui reçoit les enfants doit apposer son initial, tel que prévu lors de l'arrivée d'un enfant sur la feuille de présence.
- d) Il est la responsabilité de l'adulte qui assure le transfert des enfants d'informer l'employé à l'accueil des changements qu'elle a faits à son groupe.



SERVICE DE GARDERIES/DAYCARE SERVICES

CONTROL FORM DURING THE TRANSITION OF CHILDREN

According to the ratios, it is possible that children are transferred from one group to another during the day. It is understood that they will be transferred to a group of the same age that they attend. To assure the well-being and the safety of the concerned children, the employee has to follow these procedures:

- a) The transfer of children from one group to another has to be strictly made by an adult who accompanies the children during the transfer.
- b) The adult who insures the transfer of children has to inform the employee receiving the children how many will be joining her group.
- c) The name of each child must be added on the attendance sheet, specifying the date and hour of the transfer; the employee receiving children must initial the form, as planned during the arrival of each child on the attendance sheet.
- d) It is the responsibility of the adult doing the transfer of children to inform the greeting employee of the changes made in her group.



Service de Garderies/Daycare Services

PLAN DE SOUTIEN/MÉDICAL

Un plan de soutien doit être adapté pour chaque enfant à besoin particuliers. Le plan de soutien doit être élaboré en consultation avec tous les gens susceptibles de fournir des renseignements utiles, tel que :

- le parent de l'enfant
- l'enfant si son âge et sa compréhension le permet
- tout professionnel de la santé réglementé
- toute autre personne qui travaille avec l'enfant

Le plan de soutien sera daté et signé par chaque collaborateur.

- a) Il servira à guider les employés du Service de Garderies à mieux répondre aux besoins individuels de l'enfant à besoins particuliers et décrira la façon qui sera appropriée pour aider l'enfant à fonctionner et à participer de façon significative et utile pendant son séjour à la garderie;
- b) Le plan de soutien doit également décrire les dispositifs de soutien ou d'aide, des mesures d'adaptation ou autres modifications de l'environnement physique, social et pédagogique nécessaires pour atteindre l'objectif a);
- c) Des instructions relatives à l'utilisation de l'enfant des dispositifs de soutien ou d'aide (objectif b), ou à son utilisation de l'environnement adapté ou modifié ou de son interaction avec celui-ci.

Le Service de Garderies veille à ce que le programme soit structuré de manière à respecter les conditions suivantes :

- 1) Le programme intègre le plan de soutien individualisé de chaque enfant ayant des besoins particuliers
- 2) Le plan de soutien sera lu, signé, daté et respecté par tous les employés, étudiants et stagiaires et l'application ou non-application seront contrôlés sur le formulaire de contravention en place
- 3) Le programme est adapté à l'âge et au niveau de développement des enfants ayant des besoins particuliers
- 4) Le programme est ouvert à tous les enfants

Il sera la responsabilité de la chef d'équipe de passer en revue le plan de soutien de chaque enfant au moment de l'embauche d'un employé, d'un étudiant ou d'un bénévole, et par la suite, une fois par année et/ou à chaque fois qu'un changement est apporté au

plan de soutien et/ou lorsque les aptitudes, les besoins et la situation de l'enfant changent.

*La chef d'équipe qui fera l'élaboration d'un plan de soutien pourra s'inspirer des objectifs et approches du document « Comment apprend-on? » pour déterminer les moyens utilisés pour assurer la pleine participation au programme de l'enfant et l'interaction avec leurs pairs de manière constructive. Il sera important de mettre l'accent sur les forces de chacun des enfants et non sur ses besoins et faiblesses.



Service de Garderies/Daycare Services

SUPPORT/MEDICAL PLAN

(Adapted for children with special needs)

A support plan must be adapted for every child with special needs. The support plan must be developed in consultation with all people susceptible to supply useful information, such as:

- Child's parent
- The child if its age and understanding allow it
- All regulated healthcare professional
- Other people working with the child

The support plan will be dated and signed by every collaborator.

- a) It will be a guide for the Daycare Services employees to better answer the child's individual needs and describe the best way to help the child function and participate in a significant and useful way during his/her stay at the daycare;
- b) The support plan will describe the devices or help assistance, adaptation measures or other modifications of the physical, social and educational environment necessary to reach the goal a);
- c) Instructions relative of the child's use of the devices or help assistance (objective b) or for the use of the adapted or modified environment or its interaction with the child.

The Daycare Services insures that the program is structures in order to respect the following conditions:

- 1) The individualized support plan of each child with special needs is integrated in the program;
- 2) The support plan will be read, signed, dated and followed by all employees, students and volunteers and the application or non-application will be controlled on the observation and contravention form in effect;
- 3) The program is adapted according to the age and the level of development of the child with special needs.
- 4) The program is opened to all children

The Crew Leader will be responsible to review the support plan of every child when an employee, a student or a volunteer is hired, and afterward, once a year and/or every

time a change is brought to the support plan and/or when there is a change in the child's capacities, needs or situation.

*The Crew Leader who will elaborate the support plan can be inspired by the objectives and approaches of the document "How learning happens" to determine the ways used to insure the full participation of the child in the program and the interaction with their peers in a constructive way. It will be important to emphasize the strengths of each children and not its special needs and weakness.

CORPORATION De la Cité de / of the City of CLARENCE-ROCKLAND	Politique/Policy no : GAR15-01
	Objet/Subject : Politique de Comptes Clients – Service de Garderies / Clients accounts policy – Day Care Services
	Service/Department : Garderies
Date : Août/August 2017 Préparé par : Pierre Boucher	Règlement/By-law No. :
	Résolution/Resolution No. :

<p>BUT: Établir une politique afin d'harmoniser les règles et politiques des comptes clients du Service de Garderies.</p> <p>ÉTENDUE Cette politique s'appliquera à tous les comptes à recevoir pour les frais du Service de garde licencié municipal.</p> <p>RESPONSABILITÉ Le département du Service de Garderies est responsable de fournir toute l'information nécessaire à la facturation au Service des Finances afin qu'il puisse préparer la facture.</p> <p>L'employé assigné à la facturation sera responsable de faire parvenir la facture mensuelle à la clientèle du Service de Garderies. Cet employé sera également responsable de la perception des comptes à recevoir.</p> <p>PROCÉDURES Les procédures de cette politique seront établies par le Directeur des Services Communautaires.</p> <p>DÉFINITION DES TERMES DE RÉFÉRENCE</p> <p><u>Journée ouvrable</u> : du lundi au vendredi à l'exception des journées fériées (Section 3 d)</p> <p><u>Journée scolaire</u> : toute journée incluse dans le calendrier scolaire, selon le Conseil Scolaire de chaque école</p> <p><u>Pleine journée</u> : toute journée qui n'est pas une journée scolaire</p> <p><i>Totalité des services applicables aux groupes parascolaires</i>: inclue journées scolaires (AM & PM), journées pédagogiques, congé de mars, congé de Noël et l'été.</p>	<p>PURPOSE: The purpose of this policy is to standardize the rules and policies of the Daycare Services Clients account.</p> <p>COVERAGE This policy will apply to all accounts receivable for all municipal license Daycare Services.</p> <p>RESPONSIBILITY The Daycare Services department is responsible to provide the Finance department with all necessary information in order to proceed with the invoice.</p> <p>The employee assigned to billing will be responsible to send the monthly invoice to the Daycare Services clients. This employee will also be responsible for the collection of receivable accounts.</p> <p>PROCEDURES This policy procedure will be established by the Community Services Director.</p> <p>DEFINITION OF TERMS OF REFERENCE</p> <p><u>Working day</u>: from Monday to Friday with the exception of statutory holidays (Section 3 d)</p> <p><u>School Day</u>: all days included into the school year calendar as per the School Board of each school.</p> <p><u>Full day</u>: any day that is not a school day.</p> <p><i>Full service applicable to school age children</i>: includes school days (AM & PM), PD days, March break, Christmas and summer holidays.</p>
--	--

Totalité des services applicables aux groupes bambins et préscolaires : toutes journées ouvrables

1) ENTENTE DE SERVICE

- a) Le nouveau client sera convoqué à un rendez-vous d'admission où il recevra la trousse d'inscription qu'il devra compléter et remettre à l'employée responsable de la garderie.

2^e étape de l'inscription :

Il sera la responsabilité du client de se rendre au Service à la clientèle de l'Hôtel de Ville, avec le formulaire d'entente de service, afin de payer son dépôt de sécurité (Section 2), ainsi que le frais pour l'ouverture de compte (voir ANNEXE « A » grille des frais du Service de Garderies) avant que son enfant puisse fréquenter l'établissement.

- b) Le parent dont l'enfant fréquente le service de garde parascolaire devra compléter la section « PARASCOLAIRE » du formulaire d'entente de service. Le parent cochera les services qu'il réserve pour une durée de 12 mois, soit du 1^{er} juillet au 30 juin, signera l'Entente et sera lié à cette Entente, nonobstant du service qu'il utilisera pendant la durée de l'Entente.

Lorsque le client coche un service, il est responsable de payer la totalité de ce service; il ne sera pas possible de choisir partiellement un service. Par

Full service applicable to toddler and preschooler children: all working days

1) SERVICE AGREEMENT

- a) The new client will be scheduled for an admission's appointment, where he will receive the registration package; the client must complete the forms and return it to the supervising daycare employee.

2nd admission step:

It is the client's responsibility to go to City Hall's Client Service Center in order to submit the Service Agreement Form, the security deposit payment (Section 2) as well as the account set-up fees (see SCHEDULE "A" Daycare Services Fees) before his child can attend the daycare.

- b) The parent whose child attends the school age daycare program will have to complete the section "SCHOOL AGE" of the Service Agreement form. The parent will check off the services he/she reserves for the 12 month period, from July 1st to June 30th, will sign the Agreement and will be bound to the Agreement, notwithstanding of the service used during the term of the agreement.

When a client check mark's a service, he/she is responsible of paying the entire service; it is not possible to choose a partial service. For example, when a

exemple, lorsque le client coche « Journées pédagogiques », toutes les journées pédagogiques de l'école fréquentée par leur enfant seront chargées au client ou congé d'été inclura toutes les semaines/journées qui ne sont pas des journées scolaires. La même procédure s'appliquera dans le cas du congé de Noël et du congé de mars.

Lorsqu'un enfant du groupe préscolaire est transféré dans le groupe de parascolaire, le parent pourra remplir une nouvelle entente pour réserver les services selon ses besoins.

c) AJOUT DE SERVICE

Il est possible pour la clientèle de faire des ajouts de service lorsque ceux-ci ne sont pas réservés sur leur entente.

Le client doit faire une demande d'ajout de service, en remplissant le formulaire disponible à la garderie, 48 heures à l'avance, afin de permettre à la chef d'équipe/superviseure de confirmer que nous avons la place dans le groupe d'âge de l'enfant. Une fois confirmé par la chef d'équipe/superviseure et le client, il ne sera plus possible d'annuler cet ajout de service. L'ajout de service sera ajouté à la facture du client.

- d) Dans l'éventualité que le groupe de parascolaire est à pleine capacité, le Service doit donner priorité aux clients qui réservent la totalité des services.

- e) Il n'y a pas d'option de service

client checks off "PD Day", all PD Days of the school attended by their child are charged to the client or summer break will include all weeks/days that are not school days. The same procedure will be applied for the Christmas and March break.

When a child is transferred from a preschool group to a school age group, the parent can fill out a new Agreement to reserve the services according to his needs.

c) ADDITIONAL SERVICE

It is possible for the client to add additional services when they were not initially reserved in the Agreement.

The client needs to complete the Service Agreement Form to request the additional service, 48 hours in advance, to allow the Crew Leader/Supervisor to confirm the availability in the child's age group. Once confirmed by the Crew Leader/Supervisor and the client, it will not be possible to cancel the additional service. The additional service will be charged to the client's invoice.

- d) In the event that the school age group is at full capacity, the Service will give priority to clients reserving the full service.

- e) There is no different option

différent pour les groupes bambins et préscolaires puisque nous devons maximiser les places disponibles de 5 jours/semaine, vu les places limitées que nous avons dans les garderies.

- f) Le client subventionné qui n'est plus éligible à une subvention pour ses frais de garde, pendant le terme de son entente, pourra remplir une nouvelle entente pour réserver les services selon ses besoins et devra déboursier la différence du dépôt de sécurité entre le dépôt d'un client subventionné et le dépôt des clients payeurs en vigueur.

2) DÉPÔT DE SÉCURITÉ

- Un dépôt de sécurité équivalent à deux semaines de frais de garde est exigé pour tous les nouveaux clients à la garderie.

- Le dépôt sera non-remboursable si le client décide d'annuler le service de garde après avoir complété l'inscription et remis le dépôt de sécurité.

- Le dépôt de sécurité sera versé au compte du client lorsqu'il remettra un avis écrit de quatre (4) semaines du retrait de son enfant au Service des finances

- Si le compte est à jour, le montant restant au compte, incluant le dépôt de sécurité sera remboursé au client par chèque OU sera automatiquement transféré dans le compte d'un enfant de la même famille qui fréquente le Service de Garderies.

available for children attending the toddler or preschool program since we have to maximize the available spaces for 5 days a week, due to limited spaces in the daycares.

- f) The subsidized client that no longer qualifies for a subsidy for its daycare fees during the agreement period, will be able to fill a new agreement to reserve the services according to his needs; the client will have to disburse the security deposit difference between the subsidize and the non-subsidize deposit fee.

2) SECURITY DEPOSIT

- A security deposit equivalent to two weeks of daycare services will be required by all new daycare clients.

- The deposit will not be reimbursed if the client decides to cancel their daycare service after completion of registration and submitting the security deposit.

- The security deposit will be applied to the client's account when a four (4) week written notice of withdrawal is given to the Finance Department.

- If the account is up to date, the credit to the account, including the security deposit will be reimbursed to the client by cheque OR it will be automatically transferred to the account of a child from the same family who attends the Daycare Services.

- Le client doit payer le frais d'ouverture de compte en même temps que le dépôt de sécurité au Service à la Clientèle de l'Hôtel de Ville. Ce frais est non remboursable. (voir ANNEXE « A » grille des frais du Service de Garderies).

**a) DÉPÔT DES CLIENTS
SUBVENTIONNÉS**

Le client qui est éligible à une subvention partielle des Comtés Unis de Prescott Russell doit remettre un dépôt de sécurité tel qu'établi par le Service (voir ANNEXE « A » grille des frais du Service de Garderies).

Le frais d'ouverture de compte sera payé par les Comtés Unis de Prescott Russell.

**3) FACTURATION
COMPTES À RECEVOIR
SERVICE CONCERNÉ**

Chaque Chef d'équipe/ Superviseure sera responsable de l'intégrité et de l'exactitude des données de base acheminées au Service des Finances.

PROCÉDURES GÉNÉRALES

Le Service maintiendra des pièces justificatives aux fins de la facturation. Chaque garderie sera responsable de conserver les présences originales sur les lieux de la garderie pour une durée de trois (3) ans.

Le client qui fera une demande de vérification de l'assiduité et du livre de signature d'arrivée et de départ de son enfant à la garderie devra

- The client must pay the account set-up fee at the same time as the security deposit to the Client Service Center at City Hall. This fee is non-refundable. (see SCHEDULE "A" Daycare Services Fees).

a) SUBSIDIZE CLIENTS DEPOSIT

Subsidize clients that are eligible to a partial subsidy from the United Counties of Prescott Russell must pay a security deposit as establish by the Service (see SCHEDULE "A" Daycare Services Fees).

The fee for setting up an account will be paid by the United Counties of Prescott Russell.

**3) INVOICES
ACCOUNTS RECEIVABLE
AFFECTED DEPARTMENTS**

Each Crew Leader/Supervisor will be responsible for the integrity and accuracy of the basic information given to the Finance Department.

GENERAL PROCEDURES

The department will maintain the supporting documents for invoicing. Each daycare will be responsible of keeping the original attendance sheets on the daycare site for three (3) years.

The client requesting a verification of the attendance sheets or arrival and departure

suivre les procédures d'accès à l'information de la Cité de Clarence-Rockland.

PROCESSUS

- a) Les feuilles de présence mensuelles de chaque garderie sont acheminées au Service des Finances le 1^{er} jour ouvrable de chaque mois pour la vérification de la facturation mensuelle.
- b) Les frais du service de garde des clients payeurs et subventionnés partiellement seront facturés mensuellement, soit au début de chaque mois et le paiement sera dû le dernier jour ouvrable de chaque mois.
- c) Le coût annuel sera établi selon la Section 1 b) e). La Section 4 a) s'applique lors du calcul de la facture équivalente.
- d) Les journées fériées suivantes ne seront pas chargées :
 - 1^{er} janvier
 - Journée de la famille
 - Vendredi Saint
 - Lundi de Pâques
 - Fête de la Reine
 - 1^{er} juillet
 - Congé civique
 - Fête du Travail
 - Action de Grâce
 - 25 décembre
 - 26 décembre
- e) Il est entendu que les taux chargés aux clients subventionnés partiellement sont établis par les Services Sociaux des Comtés Unis de Prescott-Russell.

signature book of his child will have to follow the Clarence-Rockland Municipal Freedom of Information procedures.

PROCEDURES

- a) The monthly attendance sheets of each daycare are submitted to the Finance Department the 1st working day of each month for the verification of the monthly billing.
- b) The Daycare services paying clients and partially subsidized clients will be charged monthly at the beginning of each month and the payment will be due on the last working day of each month.
- c) The annual cost will be established according to Section 1 b) e). The Section 4 a) will apply for the calculation of the equal billing.
- d) The following statutory holidays will not be charged:
 - January 1st
 - Family Day
 - Good Friday
 - Easter Monday
 - Victoria Day
 - July 1st
 - Civic Holiday
 - Labor Day
 - Thanksgiving
 - December 25th
 - December 26
- e) It is understood that the amount charged to the partially subsidized clients is established by the United Counties Social Services of Prescott Russell.

N.B. Le client subventionné qui veut faire un changement ou un ajout à son entente de service est responsable de le faire approuver par les Services Sociaux de Prescott-Russell. Le client sera responsable de payer les frais si les Services Sociaux de Prescott-Russell refusent de payer ce changement ou ajout.

- f) Dans la mesure du possible, les ajustements seront faits au fur et à mesure aux comptes des clients du Service de Garderies; par contre, il est possible que l'ajustement soit appliqué à la facture du mois suivant.

4) JOURNÉES D'ABSENCE ALLOUÉES

- a) Les clients qui réservent la totalité des services à la garderie, de juillet à juin, se verront alloués dix (10) jours d'absence pour l'année. Ces absences ne sont pas transférables d'une année à l'autre.

Les dix (10) jours de congés alloués par année seront calculés au prorata des mois restant pour le client qui commencera à fréquenter la garderie durant l'année.

- b) Pour les clients qui annuleront leur service avant le terme de l'entente, les dix (10) jours de congés alloués par année seront calculés au prorata des mois dont l'enfant a fréquenté la garderie pendant le terme de l'entente en vigueur.

P.S. If the subsidized client wants to make changes or add a service to its agreement, the client is responsible to have his request approved by the United Counties of Prescott Russell Social Services. The client will be responsible to pay the fees in the event that the request for the amendment is not approved by the United Counties of Prescott Russell Social Services.

- f) When possible, the adjustments will be added to the Daycare Services clients account on a daily basis. However, it is possible that the adjustment is applied to the following monthly invoice.

4) ALLOCATED DAYS OF ABSENCE

- a) The clients that reserve the full daycare services, from July to June, will be eligible to have ten (10) allocated days of absence for the year. These absences are not transferable from one year to the other.

The ten (10) allocated days of absence per year will be calculated as prorated of the month remaining for the client beginning to attend the daycare services during the year.

- b) For the clients who cancel their service before the termination of the Agreement, the ten (10) allocated days of absence per year will be calculated as prorated of the months the Agreement was in effect.

- c) Le client qui ne réserve pas la totalité des services à la garderie ne pourra bénéficier des journées d'absence allouées annuellement; la Section 4 ne s'applique donc pas pour cette clientèle.
- d) Il est entendu que le Service tiendra un registre des absences prises par la clientèle à tous les mois; dans l'éventualité que l'enfant n'a pas été absent pour la totalité des jours d'absence déduits sur la facture équivalente, le Service des Finances fera parvenir une facture aux clients.
- e) Les clients qui ne sont pas éligibles aux journées d'absences ou qui prennent des journées excédents les journées d'absence allouées devront payer le plein tarif journalier.

5) RETARD DE PAIEMENT SERVICE CONCERNÉ

Le Service des Finances sera responsable d'envoyer les avis de retard par la poste. Advenant la nécessité d'exercer des moyens de pressions additionnels, le Service de la Trésorerie pourra toutefois solliciter l'assistance du Directeur du service concerné.

Voir ANNEXE « A » grille des frais du Service de Garderies.

PROCÉDURES GÉNÉRALES

À moins d'un avis contraire, un intérêt de 1.25% par mois sera appliqué sur les comptes échus; également :

- c) The client that does not reserve the total daycare services will not be eligible to have the yearly allocated absence days. Section 4 does not apply to these clients.
- d) It is understood that the Service Department will keep a record of absences taken by customers every month. In the event that the child has not been absent for all the days of absences deducted from the equivalent invoice, the Finance Department will send an invoice to the client.
- e) The clients that are not eligible for the days of absence or have exceeded the allowed absence days will pay the full daily fees.

5) LATE PAYMENT AFFECTED DEPARTMENTS

The Finance Department will be responsible for issuing late payment reminders by mail. However, should an account be subject to further pressure, the Treasurer of the Finance Department may require the assistance of the director of the affected department.

See SCHEDULE "A" Daycare Services Fees.

GENERAL PROCEDURES

Unless otherwise stipulated, a monthly interest rate of 1.25% will be applied to all accounts in arrears; also:

- Un état de compte sera émis par le Service des Finances pour les comptes en souffrance le deuxième (2^e) jour du mois.
- Un appel sera fait par le Service des Finances le 15^e jour du mois suivant, lorsque le compte demeure impayé.
- Lorsque le paiement n'est toujours par reçu, une lettre avisant le client qu'il n'est plus éligible au service de garde sera remise au client. Le dépôt de sécurité sera alors mis au compte du client.
- À défaut de paiement ou d'entente raisonnable, le Trésorier municipal mettra fin au service de garde et pourra retenir les services d'un huissier ou d'une agence de recouvrement afin de récupérer les comptes en souffrance.

6) RETARD DES CLIENTS À LA GARDERIE

Il est entendu que les heures d'ouverture des garderies municipales sont de 6h00 à 18h00.

- Tout parent arrivant plus tard que 18h00 sera facturé selon les frais de retard en vigueur.
- Le parent retardataire ainsi que l'éducatrice devront signer le registre d'arrivée et de départ, indiquant l'heure de départ. Cette politique est

- A statement will be sent by the Finance Department for all unpaid accounts on the second (2nd) day after the due date.
- A phone call will be made by the Finance Department on the 15th day of the month when the account remains unpaid.
- When the payment is not received, a letter from the Finance Department will be sent to notify the client that he can no longer be eligible to receive the service by the Daycare Services. The security deposit will be applied to the account.
- On default of payment, or of a reasonable agreement of payment, the municipal treasurer may either retain the services of a bailiff or of a collection agency in order to recuperate the monies in arrears.

6) CLIENTS LATE ARRIVAL AT THE DAYCARE

It is understood that the City Daycare Services operating hours are from 6:00 a.m. to 6:00 p.m.

- All parents arriving at the daycare later than 6:00 p.m. will be charged according to the late fees in effect.
- The latecomer and the educator will both sign the arrival and departure registry indicating the departure time. This policy is applicable to full

<p>applicable aux parents payeurs et aux parents subventionnés.</p> <ul style="list-style-type: none"> - Noter "qu'arriver à l'heure" signifie que le parent et l'enfant sont prêts à quitter la garderie à 18h00. - Les frais de retard seront ajoutés à la facture mensuelle du parent. - Dans certains cas, tels les intempéries et à la discrétion du Directeur du Service, le retard ne sera pas facturé. - Au troisième retard, les parents recevront un rappel de la politique de retard du Service de Garderies en vigueur. <p>Voir ANNEXE « A » grille des frais du Service de Garderies.</p> <p>7) RETRAIT DU SERVICE DE GARDERIES</p> <ul style="list-style-type: none"> - Il est entendu que le client pourra mettre un terme à son service de garde en nous soumettant quatre (4) semaines d'avis de retrait par écrit, ce qui annulera l'entente de service. Le client sera facturé, tel que l'entente de service établi, pendant les quatre (4) semaines suivant l'avis de retrait. - Le client qui remet un avis de retrait devra remettre le nom de son enfant sur la liste d'attente centrale s'il veut un service de garde pour une date ultérieure. La politique de la Liste d'Attente en vigueur s'appliquera dans cette 	<p>fee paying parents and subsidized parents.</p> <ul style="list-style-type: none"> - Note that to be "on time" means that the parent and child are ready to leave the daycare at 6:00 p.m. - The late fee will be added to the parents' monthly invoice. - In the case of late arrivals due to bad road conditions, and at the discretion of the Service Director, late arrival fees will not be charged. - After the third late arrival, the parents will receive a reminder of the Daycare Services late arrival policy in effect. <p>See SCHEDULE "A" Daycare Services Fees.</p> <p>7) WITHDRAWAL FROM THE DAYCARE SERVICES</p> <ul style="list-style-type: none"> - It is understood that the client can terminate their daycare services by submitting a four (4) weeks written notice of withdrawal; the notice will cancel the Service Agreement. The client will be invoiced according to the service agreement established during the four (4) weeks following the withdrawal notice. - The client terminating their daycare services have to put the name of their child on the central waiting list if they need we daycare service at a later date. The Waiting List policy in effect will apply in this case.
--	---

éventualité.

- Il est la responsabilité du client subventionné de contacter l'agent(e) des subventions des Comtés Unis de Prescott Russell pour l'informer du retrait de son enfant de la garderie.

8) PLACE PARTAGÉE

Afin de maximiser les places de bambins et préscolaires, et suite à la demande populaire des clients, le Service de Garderies accepte de partager une semaine de cinq (5) jours (du lundi au vendredi) entre deux (2) familles, lorsque nous avons 2 parents sur la liste d'attente qui peuvent compléter la semaine. Les lignes directrices suivantes devront être suivies par les familles qui partagent une semaine, du lundi au vendredi, à la garderie :

- a)** Dans la mesure du possible, le calendrier sera établi de juillet à juin de chaque année
- b)** Chaque client devra suivre le calendrier établi qu'il aura accepté et signé au préalable.
- c)** Aucun changement ni annulation des journées réservées pour l'enfant ne sera accepté.
- d)** Le client ne pourra négocier les journées réservées pour son enfant pour la durée de l'entente.
- e)** Si l'enfant ne peut venir à la garderie alors que la journée lui était réservée, ce sera considéré

- It is the responsibility of the subsidize client to contact and inform the subsidy agent from the United Counties of Prescott Russell if their child is withdraw from the daycare service.

8) SHARED PLACE

In order to maximize the toddler and preschooler's group, and to answer to a popular request from clients, the Daycare Services has accepted to share a week of 5 days (from Monday to Friday) between two (2) families, when having two families on the waiting list to complete a week. The following rules will have to be followed by the two (2) families that will be sharing a week, from Monday to Friday, at the daycare:

- a)** If possible, the calendar year will be established from July to June of each year
- b)** Each client will have to follow the calendar year as established, accepted and signed previously.
- c)** No changes or cancellation of the reserved days for the child will be accepted.
- d)** The client will not be able to negotiate the reserved days for their child for the duration of the agreement.
- e)** If the child cannot be at the daycare on a day that was reserved for him, it will be

comme une journée d'absence et le parent sera chargé.

- f)** Le client pourra remettre quatre (4) semaines d'avis de retrait, selon la Section 7 en vigueur, pour mettre un terme à l'entente de la place partagée.
- g)** Le Service de Garderies donnera priorité au client dont la date d'admission est la première, sur la place à temps plein (5 jours/semaine) lorsque la demande sera soumise.
- h)** Dans l'éventualité qu'un des deux clients mette fin à l'entente de place partagée, et que la semaine ne soit pas comblée par un autre client, nous donnerons priorité au client qui prendra les 5 jours/semaine.

9) CALENDRIER PARASCOLAIRE

Afin de maximiser les places de parascolaire, et suite à la demande populaire des clients, le Service accepte d'offrir un service basé sur un calendrier établi. Les lignes directrices a) à g) de la Section 8 seront appliquées.

Dans l'éventualité que la garderie est à pleine capacité, le Directeur du Service pourra prendre la décision de donner priorité aux clients qui réserveront la totalité du service offert à la garderie.

10) ENFANT QUI NE FRÉQUENTE PAS LA GARDERIE DE LEUR ÉCOLE

Il est entendu que l'Administration du Service de Garderies n'autorise

considered as an absence day and the client will be charged.

- f)** The client can submit a four (4) weeks written notice of withdrawal, according to Section 7 in effect, to terminate the Service Agreement of a shared place.
- g)** The Daycare Services will give priority to the client which admission date is the first for a full time placement (5 days/week) when a request is submitted.
- h)** In the event that one of the two clients terminates the Agreement Service of a shared place, and that the week is not completed by another client, we will give priority to the client reserving the five (5) days/week.

9) SCHOOL AGE CALENDAR

In order to maximize the available school age spaces, and following the client's popular request, the Service agrees to offer a service based on an establish calendar. The guidelines a) to g) of Section 8 will be applied.

In the eventuality that the daycare is at full capacity, the Service Director may take the decision to give priority to clients reserving the full service offered at the daycare.

10) CHILD WHO DOES NOT ATTEND THE DAYCARE OF THEIR SCHOOL

It is understood that the Administration of the Daycare

pas qu'un enfant qui fréquente une école avec une garderie municipale à l'intérieur de l'établissement fréquente une garderie municipale d'une école différente. (Ex. si l'enfant fréquente l'école St-Patrick, il doit également fréquenter la garderie St-Patrick).

Par contre, s'il n'y a pas de garderie municipale à l'intérieur de l'école fréquentée par l'enfant, nous pourrions voir la possibilité d'offrir la garderie dans une école différente.

Dans cette éventualité, le parent est responsable de faire les arrangements de transport scolaire avec le consortium scolaire.

Puisque nous n'avons pas les effectifs et les locaux de disponibles pendant la journée scolaire, nous ne pourrions pas offrir le service de garde lors des journées d'intempérie.

De plus, les calendriers scolaires sont différents d'un conseil scolaire à l'autre; nous ne pourrions pas offrir le service de garde lorsqu'il n'y a pas d'école (ex. journée pédagogique) si elle ne coordonne pas avec l'école où est située la garderie.

11) GARDE PARENTALE PARTAGÉE

Les parents qui ont une garde partagée de leur enfant doivent remettre à la garderie l'entente de la cour, émise par un juge provincial et/ou une entente de

Services does not allow a child who attends a school with a municipal daycare inside its establishment to attend another municipal daycare in a different school. (Ex. Child attending St-Patrick School must attend St-Patrick daycare).

However, if a child attends a school where there's no municipal daycare inside the establishment, we could see the possibility of offering the daycare service into a different school.

In this event, the parent will be responsible to make the transportation arrangement with the school consortium.

Since we do not have the staff and premises availability during the school day, we will not be able to offer the daycare service during the days of bad weather.

Furthermore, the school calendars are different from one school board to another; we will not be able to offer the daycare service when there's no school (ex. pd day) if it does not coordinate with the school where the daycare is located.

11) PARENTS WITH SHARED CUSTODY

The parents having shared custody of their child must submit the Court Agreement issued by a provincial judge, and or a separation agreement signed by both parties at the time of

séparation signée par les deux parties, lors de l'inscription.

- a) Le parent devra également remettre un calendrier annuel des journées auxquelles l'enfant sera sous sa charge, avant que l'enfant commence à fréquenter le Service. Les lignes directrices a) à h) de la Section 8 seront appliquées.
- b) Le Service des Finances chargera les frais de garderie au parent selon le calendrier remis.
- c) Si le parent se présente à la garderie alors que ce n'est pas une journée réservée pour lui, l'employée refusera de prendre l'enfant pour cette journée.
- d) Dans l'éventualité qu'un des deux parents ne paie pas son compte, la Section 5 s'appliquera pour le parent dont le compte demeure en souffrance.

12) HOSPITALISATION/ CONVALESCENCE

- a) Si un enfant doit s'absenter de la garderie en raison d'hospitalisation, le séjour hospitalier et un maximum de cinq (5) journées de récupérations seront accordés sans frais de garde.
- b) Un certificat médical identifiant le nombre de journées à l'hôpital et le nombre de journées en convalescence devra être fourni afin d'annuler les frais de garde.

registration.

- a) The parents shall also provide an annual calendar of the days their child is under their responsibility, before the child can integrate the Service. The guidelines a) to h) of Section 8 will be applied.
- b) The Finance Department will charge parent's the daycare fees according to the submitted calendar.
- c) If the parent arrives at the daycare with the child and that day wasn't schedule on his calendar, the daycare employee will refuse to take the child for that day.
- d) In the eventuality that one of the two parents doesn't pay his daycare account, Section 5 will be applied to the overdue account.

12) HOSPITALIZATION/ RECUPERATION

- a) If a child must be absent from the daycare due to hospitalization, no daycare fees will be charged for the hospital stay and a maximum of five (5) days of recuperation;
- b) A medical certificate indicating the number of days at the hospital and the number of days of recuperation needed must be given to the daycare administration to cancel the fees.

<p>Toutes questions relatives à la facturation doivent être discutées avec le Département des Finances.</p> <p>Le Directeur des Services Communautaires pourrait accepter d'évaluer une demande raisonnable ou un évènement imprévisible d'un client, concernant la politique des Comptes Clients.</p>	<p>All financial questions have to be discussed with the Financial Department.</p> <p>The Community Services Director could evaluate a client's reasonable request or an unpredictable event, regarding the Clients Account Policy.</p>
--	---

City of Clarence-Rockland Council/Board Accounts Payable Report by Department October 10th 2017 to November 13th, 2017								
	DPT Code	Department Name	Vendor Code	Vendor Name	Invoice Description	GL Account	GL Account Name	Amount
1	20	ACCOUNTS RECEIVABLE	LLGDE002	LLG DEVELOPMENT INC.	RODRIGUE STREET STORM SYSTEM PROJECT	1-1-0020-0070	G.S.T. Receivable	5444.66
2	65	PAYABLES - PAYROLL	CUPE002	CUPE - LOCAL 503	PAY 21 & 22	1-2-0065-0254	Union Dues	5827.14
3	65	PAYABLES - PAYROLL	GREWE001	GREAT-WEST LIFE ASSURANCE COMP	PREMIUMS POLICY 136826 DIV 1	1-2-0065-0251	G.W.L.	23027.52
4	65	PAYABLES - PAYROLL	GREWE001	GREAT-WEST LIFE ASSURANCE COMP	PREMIUMS POLICY 136826 DIV 3	1-2-0065-0251	G.W.L.	50273.25
5	65	PAYABLES - PAYROLL	MINF004	MINISTER OF FINANCE/EHT	PAY 21 & 22	1-2-0065-0242	Employer Health Tax	15603.58
6	65	PAYABLES - PAYROLL	OMERS001	OMERS	PAY 21 & 22	1-2-0065-0250	O.M.E.R.S.	112011.18
7	65	PAYABLES - PAYROLL	REVC001	RECEIVER GENERAL - CANADA CUST	PAY 21	1-2-0065-0244	C.P.P.	16934.42
8	65	PAYABLES - PAYROLL	REVC001	RECEIVER GENERAL - CANADA CUST	PAY 21	1-2-0065-0243	Income Tax	49585.85
9	65	PAYABLES - PAYROLL	REVC001	RECEIVER GENERAL - CANADA CUST	PAY 21	1-2-0065-0245	E.I.	6251.35
10	65	PAYABLES - PAYROLL	REVC001	RECEIVER GENERAL - CANADA CUST	PAY 22	1-2-0065-0243	Income Tax	50174.90
11	65	PAYABLES - PAYROLL	REVC001	RECEIVER GENERAL - CANADA CUST	PAY 22	1-2-0065-0245	E.I.	6006.91
12	65	PAYABLES - PAYROLL	REVC001	RECEIVER GENERAL - CANADA CUST	PAY 22	1-2-0065-0244	C.P.P.	16868.68
13	65	PAYABLES - PAYROLL	REVC002	RECEIVER GENERAL - CANADA CUST	PAY 21	1-2-0065-0243	Income Tax	9777.93
14	65	PAYABLES - PAYROLL	REVC002	RECEIVER GENERAL - CANADA CUST	PAY 21	1-2-0065-0244	C.P.P.	6319.54
15	65	PAYABLES - PAYROLL	REVC002	RECEIVER GENERAL - CANADA CUST	PAY 22	1-2-0065-0244	C.P.P.	7080.28
16	65	PAYABLES - PAYROLL	REVC002	RECEIVER GENERAL - CANADA CUST	PAY 22	1-2-0065-0243	Income Tax	10764.06
17	65	PAYABLES - PAYROLL	WOSA001	WORKPLACE SAFETY & INSURANCE B	PAY 21 & 22 PREMIUMS ACCNT 1624385	1-2-0065-0252	W.C.B.	14838.11
18	70	GUARANTY DEPOSITS PAYABLE-PLANNING	MORGAS002	MR. GAS LIMITED	GUARANTY DEPOSIT LIBERATION FILE D-11-13-03	1-2-0070-0264	Guaranty Deposits - Planning	17857.50
19	78	DEFERRED REVENUES - GRANTS AND OTHERS	CEPE0001	CONSEIL DES ECOLES PUBLIQUES D	REDEVANCES D'AMENAGEMENT SCOLAIRE 1JUIL/17-30SEP/17	1-2-0078-0347	DEVELOPMENT CHARGES SCHOOL BOARDS	24420.00
20	91	UNFINANCED CAPITAL OUTLAYS - Mun. Drains	ROBCO001	ROBINSON CONSULTANTS	ENGINEERING @ COBB'S LAKE CREEK TO SEPT30/17	1-2-0091-0458	Cobb's Lake Drain	25608.56
21	1223	Corp. Management - Materials	QUIC0001	QUINTET CONSULTING CORPORATION	WRITING & REVIEW OF FINAL REPORTS-INVESTIGATIONS	1-4-1223-3390	Liability Claims	7825.25
22	1323	Computers - Materials	COMPU002	COMPUEN INC.	MICROSOFT LICENSES & SA'S RENEWAL	1-4-1323-3651	Software Licences & Renewals	23391.72
23	1323	Computers - Materials	COMPU002	COMPUEN INC.	MICROSOFT SA RENEWAL OCT1/17-OCT1/18	1-4-1323-3651	Software Licences & Renewals	7550.57
24	1324	Computers - Contracted Services	INTNE001	INTEGRA NETWORKS CORPORATION	HELP DESK SUPPORT (ROSS W.)	1-4-1324-4110	Contract - Computers Maintenance	8136.00
25	1343	Facilities - Materials	PROHE001	D.C.V. PROULX HEATING & AIR CO	NEW DUCTLESS SPLIT IN I.T. ROOM ROCKLAND	1-4-1343-3430	Mechanical Repairs	6365.29
26	2121	Fire-fighting - Salaries and Benefits	HALIN001	HALPENNY INSURANCE BROKERS LTD	VFIS-FIRE FIGHTERS AD&D	1-4-2121-1260	Group Insurance	21571.92
27	2140	Fire Buildings	CM3EN001	CM3 ENVIRONMENTAL INC.	KICKOFF MEETING, EXCAVATION/BACKFILL SUPERVISION	2-4-2140-9221	Rockland Fire Station Expansion	13821.26
28	2140	Fire Buildings	COLPR001	COLLIERS PROJECT LEADERS INC.	C-R FIRE HALLS AUG/17	2-4-2140-9221	Rockland Fire Station Expansion	29670.98
29	2354	O.P.P. - Contracted Services	MINF006	MINISTER OF FINANCE	MCSCS-OPP (LSR) AUGUST/17	1-4-2354-4170	O.P.P. Services	280890.00
30	3110	Public Works - Administration	PIVDO001	PIVOTECH DOORS INC	S&I 2@16X16 POLYDOORS, MOTORS (MUN.GARAGE)	2-4-3110-9071	Garage Improvement	25990.00
31	3133	Engineering - Materials	STAC0001	STANTEC CONSULTING LTD	SLOPE STABILITY ON LACASSE ROAD TO JULY 28/17	1-4-3133-3210	Engineering	24141.34
32	3200	Street Construction	CH2MH001	CH2M HILL CANADA LIMITED	RFP-TRANSPORTATION MASTER PLAN TO AUG18/17	2-4-3200-9898	Master Transportation Study	15250.93
33	3200	Street Construction	CHARI002	CHATELAIN RICHARD	ST-JOSEPH ST. PROPERTY REINSTATEMENT	2-4-3200-9277	St-Joseph street	8500.00
34	3200	Street Construction	COMUN001	COMTES UNIS DE PRESCOTT ET RUS	HOT MIX PAVING & RESURFACING	2-4-3200-9874	Scratch coat	119222.84
35	3200	Street Construction	GENIV001	WSP CANADA INC.	BOUVIER RD-GEOTECH. ASSESSMENT TO AUG31/17	2-4-3200-9809	Bouvier	9639.75
36	3200	Street Construction	STAC0001	STANTEC CONSULTING LTD	ST-JOSEPH ST. PHASE 1 TO SEPT 1/17	2-4-3200-9277	St-Joseph street	13422.14
37	3200	Street Construction	STPEX001	STP EXCAVATION & CONSTRUCTION	PP #9 ST-JOSEPH RECONSTRUCTION	2-4-3200-9277	St-Joseph street	70214.95
38	3200	Street Construction	SYNCO002	SYNEX CONSTRUCTION LIMITED	PP #2 CELINE ST. REHABILITATION	2-4-3200-9497	Celine Street	120823.33
39	3223	Rural Storms - Materials	LALLU005	LALONDE LUMBER INC.	2400mm STEEL CULVERTS X 24', COUPLING	1-4-3223-3425	Materials	22595.48
40	3240	Bridges repairs	ARNCO001	ARNCO CONSTRUCTION	PP CERT.#5 BOILEAU BRIDGE	2-4-3240-9890	Pont / Bridge Boileau	22628.30
41	3240	Bridges repairs	HPENG001	HP ENGINEERING	DESIGN & ENG. SERVICES BOILEAU BRIDGE TO SEP29/17	2-4-3240-9890	Pont / Bridge Boileau	16594.05
42	3260	Storm Sewers	LLGDE002	LLG DEVELOPMENT INC.	RODRIGUE STREET STORM SYSTEM PROJECT	2-4-3260-9072	Rodrigue	16009.71
43	3260	Storm Sewers	STPEX001	STP EXCAVATION & CONSTRUCTION	PP #2 RODRIGUE DITCH & STORM OUTLET	2-4-3260-9072	Rodrigue	21916.10
44	3260	Storm Sewers	SYNCO002	SYNEX CONSTRUCTION LIMITED	RIP RAP & GEOTEXTILE LACROIX ROAD	2-4-3260-9872	Talus	7726.06
45	3414	Patching - Contracts	PAVPB001	P.B. PAVING & LANDSCAPING LTD.	MISC. MANHOLES & HOT PATCH	1-4-3414-4200	Contracts	35233.15
46	3534	Dust layer - Contracts	ENTBO001	ENTREPRISES BOURGET INC.	DUSTMASTER (LABELLE & LAVIGNE)	1-4-3534-4200	Contracts	5017.01
47	3553	Bridges & Culverts - Materials	HPENG001	HP ENGINEERING	BASELINE RD CULVERT INSPECTION	1-4-3553-3334	Inspections	7271.55
48	3553	Bridges & Culverts - Materials	HPENG001	HP ENGINEERING	ST-PASCAL CULVERT INSPECTION	1-4-3553-3334	Inspections	5850.58
49	3813	Street lights - Materials	HYDON001	HYDRO ONE NETWORKS INC.	HYDRO	1-4-3813-3300	Hydro	19284.00
50	3914	Transit - Contracts	LEDBU001	LEDUC BUS LINES LTD.	TRANSPORT EN COMMUN SEPT/17	1-4-3914-4200	Contracts - Bus	171428.55
51	7150	Library	BIBLI001	BIBLIOTHÈQUE DE CLARENCE-ROCKL	ADJUSTMENT TO PAST YEARS TRANSFERS	4-3-7150-0585	Contribution from General Fund	54339.51
52	7250	Parks	PAREX001	PARISIEN EXCAVATION-1550429	HOLDING TANK FOR OUTSIDE SHELTER 2410 DU LAC	2-4-7250-9738	St-Pascal Ball Diamond (Septic Tank)	9944.00
53	7253	Parks - Materials	PLAPL001	PLAYGROUND PLANNERS	273 YARDS OF CEDARWEAVE (RICHELIEU PARK)	1-4-7253-3335	Landscaping Materials	9729.62
54	7253	Parks - Materials	TROTR004	TROVE TREE SERVICE	REDUCE/REMOVE BRANCHES/TREES-PARKS	1-4-7253-3335	Landscaping Materials	5100.00
55	7254	Parks - Contracted Services	BOULA002	BOURGET LAWN AND SNOW CARE	COUPE DE GAZON SEPT/17	1-4-7254-4190	Contracts - Grass Mowing	5401.40
56	7254	Parks - Contracted Services	JWBAS001	J.W. BASTIAN CONTRACTING INC.	GRASS CUTTING CONTRACT	1-4-7254-4190	Contracts - Grass Mowing	13500.56
57	7254	Parks - Contracted Services	JWBAS001	J.W. BASTIAN CONTRACTING INC.	GRASS CUTTING CONTRACT	1-4-7254-4190	Contracts - Grass Mowing	13500.56
58	7423	Arena - Clarence - Materials	HYDON001	HYDRO ONE NETWORKS INC.	HYDRO	1-4-7423-3300	Hydro	11997.72
59	7434	Recreational Complex - Contracts	YMCA001	YMCA-YWCA	SEPTEMBER/17 ADMIN FEES	1-4-7434-4290	Contract - Rec. Complex - YMCA	10000.00
60	7434	Recreational Complex - Contracts	YMCA001	YMCA-YWCA	ADMIN FEES OCT/17	1-4-7434-4290	Contract - Rec. Complex - YMCA	10000.00
61	8113	Planning & Zoning - Materials	LOUIS001	LOUIS - XVI SIGNS	CITY HISTORICAL PLAQUES (HERITAGE SIGNS)	1-4-8113-3241	Heritage Committee	11300.00
62	8113	Planning & Zoning - Materials	RICJL001	J.L. RICHARDS & ASSOCIATES LTD	IN-HOUSE PLANNING SERVICES AUG/17	1-4-8113-3165	Consultant	8219.44
63	9100	Water	CH2MH001	CH2M HILL CANADA LIMITED	WATER SUPPLY STUDY TO JULY28/17	1-4-9100-3666	Water studies	24684.06
64	9100	Water	CH2MH001	CH2M HILL CANADA LIMITED	WATER SUPPLY STUDY TO AUG25/17	1-4-9100-3666	Water studies	6609.37
65	9114	Water Treatment - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	WT-MAINT. PARTS FOR CHEMICAL FEED	1-4-9114-4620	Contract - OCWA - Repairs & Maintenance	6901.50
66	9114	Water Treatment - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	WWT-MISC. REPAIRS + SPRING FLOOD MONITORING	1-4-9114-4620	Contract - OCWA - Repairs & Maintenance	5751.79
67	9114	Water Treatment - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	OPERATIONS & MAINT. (SEPT/17)	1-4-9114-4610	Contract - OCWA - Basic Maintenance	46124.11
68	9124	Water Distribution - Contracts	ONTCL001	ONTARIO CLEAN WATER AGENCY	WD-VALVE REPLACEMENT ON PATRICIA ST.	1-4-9124-4620	Contract - Repairs & Maintenance	29743.13
69	9124	Water Distribution - Contracts	ONTCL001	ONTARIO CLEAN WATER AGENCY	WD-MISC. WATERMAIN REPAIRS	1-4-9124-4620	Contract - Repairs & Maintenance	11685.95
70	9124	Water Distribution - Contracts	ONTCL001	ONTARIO CLEAN WATER AGENCY	OPERATIONS & MAINT. (SEPT/17)	1-4-9124-4610	Contract - OCWA - Basic Maintenance	14051.29
71	9314	Sewers Collection - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	WWC-LOW PRESSURE 401 EDWARDS	1-4-9314-4620	Contract - OCWA - Repairs & Maintenance	23763.64
72	9314	Sewers Collection - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	OPERATIONS & MAINT. (SEPT/17)	1-4-9314-4610	Contract - OCWA - Basic Maintenance	19321.55
73	9324	Sewers Treatment - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	WWT-REPAIRS TO SBR #1 #2 & #3	1-4-9324-4620	Contract - Repairs & Maintenance	14894.41
74	9324	Sewers Treatment - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	WWT-DE-CHLORINATE CHEMICALS (NEW FED.REGS.)	1-4-9324-4620	Contract - Repairs & Maintenance	22836.98
75	9324	Sewers Treatment - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	WWT-2 FLEXIBLE JOINTS FOR SWING CANTER SYSTEM	1-4-9324-4620	Contract - Repairs & Maintenance	8369.76

City of Clarence-Rockland Council/Board Accounts Payable Report by Department October 10th 2017 to November 13th, 2017								
	DPT Code	Department Name	Vendor Code	Vendor Name	Invoice Description	GL Account	GL Account Name	Amount
76	9324	Sewers Treatment - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	WWC-CLEAN BASKET AT SPS #1 JUNE/JULY/AUG	1-4-9324-4620	Contract - Repairs & Maintenance	8334.59
77	9324	Sewers Treatment - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	WWT-REPAIRS TO GRINDER #1 & #2	1-4-9324-4620	Contract - Repairs & Maintenance	18315.06
78	9324	Sewers Treatment - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	OPERATIONS & MAINT. (SEPT/17)	1-4-9324-4610	Contract - OCWA - Basic Maintenance	43469.32
79	9514	Garbage Collection - Contracts	TOMEN001	TOMLINSON ENVIRONMENTAL SERVIC	RESIDENTIAL WASTE SEPT/17	1-4-9514-4200	Contracts	43491.43
80	9514	Garbage Collection - Contracts	TOMEN001	TOMLINSON ENVIRONMENTAL SERVIC	COMMERCIAL WASTE SEPT/17	1-4-9514-4200	Contracts	12443.99
81	9523	Garbage Disposal - Materials	MICCO001	MICHANIE CONSTRUCTION INC.	PP #4 LANDFILL RECONFIGURATION	2-4-9523-4201	Reconfiguration landfill	112960.66
82	9523	Garbage Disposal - Materials	NATCA001	NAT-CAP CONSTRUCTION INC.	FENCING INSTALLED AT LANDFILL SITE	2-4-9523-4200	Landfill Facility	40567.00
83	9534	Recycling - Contracts	TOMEN001	TOMLINSON ENVIRONMENTAL SERVIC	RESIDENTIAL RECYCLING SEPT/17	1-4-9534-4200	Contracts	67007.71
84	9534	Recycling - Contracts	TOMEN001	TOMLINSON ENVIRONMENTAL SERVIC	COMMERCIAL RECYCLING SEPT/17	1-4-9534-4200	Contracts	5821.31
							Invoices Paid Greater/Equal to \$5,000	2,382,839.64
							Invoices Paid Less/Equal to \$4,999	444,284.21
							MasterCards Oct/17	18,954.52
							Grand Total A/P Council Report Nov 20/17	2,846,078.37

MASTER CARD - JOURNAL ENTRIES - Period 10

page 1

October 31st, 2017**Daycare - ACCT# 5258 818666 651537****JE #662**

Page 1 of 13 for MasterCard Accounts balance of \$18954.52

G.L. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-6133-3235	Sept 22/17	Main Street Pizza (C-J)	77.69	8.95
2-4-6110-9953	Sept 26/17	C.A. Paradis (St-Mathieu)	387.93	44.63
2-4-6110-9953	Sept 27/17	Scolart Bout. Educativ (Daycare supplies)	455.13	52.36
1-4-6113-3435	Sept 30/17	Apple iTunes (iCloud)	1.46	0.17
1-1-0020-0071		HST added (sum of all credits)	106.11	
		Total	1028.32	106.11
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 922.21

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES - Period 10

page 2

October 31st, 2017

CAO - ACCT# 5258 818666 651545

J/E #663

Page 2 of 13 for MasterCard Accounts balance of \$18,954.52

G.I. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-1223-3160	Sept 18/17	Hilton Hotels-ROMA Confererence Jan/18-Helen	508.08	58.45
1-4-1123-3160	Sept 18/17	Hilton Hotels-ROMA Confererence Jan/18-Mayor	508.08	58.45
1-4-1223-3160	Sept 22/17	Aerofleet Services-2017 AMO Mun.Labour Relations Symposium	25.30	3.30
1-4-1223-3160	Sept 22/17	Blue Line Taxi-from Orleans to Airport-2017 AMO Symposium	64.81	6.21
1-4-1223-3160	Sept 22/17	Blue Line Taxi-from Airport to Orleans-2017 AMO Symposium	59.90	5.99
1-4-1223-3160	Sept 26/17	Camden - Supper-AMO Bill 148 Labour Relation issues	19.21	2.21
1-4-1223-3160	Sept 26/17	AMO 2017 Labour Relations Symposium-Registration D.Charlebois	394.37	45.37
1-4-1223-3500	Sept 28/17	Paymentus Service Fee - City of Ottawa	0.98	
1-4-1223-3500	Sept 28/17	81-712 Ottawa Police-City of Ottawa	49.00	
1-4-1123-3160	Oct 5/17	Hilton Hotels-ROMA Conference Jan/18-A.Lalonde	508.08	58.45
1-4-1123-3160	Oct 5/17	Hilton Hotels-ROMA Conference Jan/18-M.Lever	508.08	58.45
1-4-1123-3160	Oct 5/17	Hilton Hotels-ROMA Conference Jan/18-JM Lalonde	508.08	58.45
1-4-1223-3440	Oct 6/17	Parent's Independent (meeting with Developers)	18.11	1.56
1-4-1223-3440	Oct 12/17	Friendly's Restaurant (Budget all day offsite-CAO, Directors, Finance staff)	136.31	13.06
1-1-0020-0071		HST added (sum of all credits)	369.95	
		Total	3678.34	369.95
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 3,308.39

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES-Period 10

page 3

October 31st, 2017

Supply & Processes - ACCT# 5258 818666 671832

JE #664

Page 3 of 13 for MasterCard Accounts balance of \$18,954.52

G.I. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-1233-3500	Sept 15/17	Amazon (charger)	23.99	
1-4-2433-3500	Sept 18/17	Printersplus (toners)	153.93	17.71
1-4-3113-3500	Sept 18/17	Amazon (cell phone cases & belt clips-Nick & Jon)	23.90	
1-4-8113-3500	Sept 19/17	Printersplus (plotter ink cartridges)	846.61	97.40
1-4-3113-3500	Sept 19/17	Amazon (cell phone cases & belt clips-Nick & Jon)	29.95	
1-4-3113-3500	Sept 20/17	Amazon (cell phone cases & belt clips-Nick & Jon)	22.70	
1-4-9123-3220	Sept 25/17	Fashion Work Wear (employee-water meter battery change)	275.44	31.69
1-4-1233-3500	Sept 25/17	Printersplus (ink cartridge-finance-payroll)	79.10	9.10
1-4-1223-3500	Sept 28/17	Printersplus (ink cartridge-admin-Joanne)	158.20	18.20
1-4-1233-3500	Sept 28/17	Printersplus (ink cartridge-finance-Danielle)	113.00	13.00
1-4-1233-3500	Oct 2/17	Amazon (cell case)	46.99	
1-4-7113-3500	Oct 6/17	Printersplus (toner cartridges-rec.services)	284.15	32.69
1-4-9523-3743	Oct 12/17	The Municipal Waste Assoc. (D.Longpre)	220.35	25.35
1-1-0020-0071		HST added (sum of all credits)	245.14	
		Total	2523.45	245.14
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 2,278.31

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES-Period 10

page 4

October 31st, 2017**Finance Director - ACCT# 5258 818666 709293****J/E #666**

Page 4 of 13 for MasterCard Accounts balance of \$18,954.52

G.L. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-1323-3651	Oct 3/17	NLI Sharefile (annual software renewal) transaction to be reversed	3377.38	
1-4-1233-3440	Oct 12/17	The Black Walnut Baker (Director's meeting)	24.10	2.77
1-1-0020-0071		HST added (sum of all credits)	2.77	
		Total	3404.25	2.77
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 3,401.48

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES- Period 10

page 5

October 31st, 2017**Clerk - ACCT# 5258 818666 765527****JE #667**

Page 5 of 13 for MasterCard Accounts balance of \$18,954.52

G.L. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-1223-3660	Sept 20/17	AMCTO Casselman Oct 18/17	344.65	39.65
1-4-1223-3660	Sept 26/17	MyPlaceToLearn Inc.	113.59	
1-1-0020-0071		HST added (sum of all credits)	39.65	
		Total	497.89	39.65
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 458.24

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES- Period 10

page 6

October 31st, 2017**Community Services - ACCT# 5258 818666 816197****JE #668**

Page 6 of 13 for MasterCard Accounts balance of \$18,954.52

G.L. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-7113-3660	Oct 2/17	OnLine Learning-Canada Safety Council SIMDUT	22.54	2.59
1-1-0020-0071		HST added (sum of all credits)	2.59	
		Total	25.13	2.59
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 22.54

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES- Period 10

page 7

October 31st, 2017**HR - ACCT# 5258 818666 853208****JE #669**

Page 7 of 13 for MasterCard Accounts balance of \$18,954.52

G.L. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-1363-3160	Sept 21/17	Hilton Hotels	252.84	29.08
1-4-1363-3227	Sept 27/17	Fashion Work Wear	33.90	3.90
1-4-1105-3743	Sept 27/17	MyPlaceToLearn-AMCTO Webinar 109 Canadian	113.29	
1-1-0020-0071		HST added (sum of all credits)	32.98	
		Total	433.01	32.98
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 400.03

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES- Period 10

page 8

October 31st, 2017**Bylaw - ACCT# 5258 818666 915288****J/E #670**

Page 8 of 13 for MasterCard Accounts balance of \$18,954.52

G.L. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-2413-3440	Sept 14/17	A&W (Meal-Brighton,ON-MLEOA-M.Bougie & C.Daoust)	27.29	3.13
1-4-2413-3160	Sept 14/17	Delta London Armouries (MLEOA Conference)	597.88	68.78
1-4-2413-3160	Sept 14/17	Delta London Armouries (MLEOA Conference)	537.88	61.88
1-4-2413-3765	Sept 14/17	OnRoute (Fuel)	30.00	3.45
1-1-0020-0071		HST added (sum of all credits)	137.24	
		Total	1330.29	137.24
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 1,193.05

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES- Period 10

page 9

October 31st, 2017**Eng & Op - ACCT# 5258 818666 960672****JE #671**

Page 9 of 13 for MasterCard Accounts balance of \$18,954.52

G.L. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-3113-3440	Sept 20/17	Tim Hortons (garage staff meeting)	64.83	7.45
1-4-3143-3760	Oct 5/17	Montreal Tractor Inc. (radiator oil cooler)	1,094.51	125.92
1-4-3143-3770	Oct 6/17	Service Ontario (plate unit 21020)	32.00	
1-1-0020-0071		HST added (sum of all credits)	133.37	
		Total	1324.71	133.37
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 1,191.34

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES - Period 10

page 10

October 31st, 2017**Deputy Fire Chief - ACCT# 5258 818666 960680****J/E #672**

Page 10 of 13 for MasterCard Accounts balance \$18,954.52

G.L. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-2113-3160	Sept 21/17	Ont. Assoc. of Firechief - Mid Term Conference B.Wilson	395.50	45.50
1-4-2113-3160	Sept 21/17	Ont. Assoc. of Firechief - Mid Term Conference M. Villeneuve	395.50	45.50
1-4-2113-3440	Sept 27/17	Friendly Restaurant (Exit interview-Lacelle)	40.94	4.10
1-4-2113-3175	Oct 2/17	Driver Certification - MTO	60.00	
1-1-0020-0071		HST added (sum of all credits)	95.10	
		Total	987.04	95.10
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 891.94

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES - Period 10

page 11

October 31st, 2017**Planning Manager, Development - ACCT# 5258 818666 998391****J/E #673**

Page 11 of 13 for MasterCard Accounts balance \$18,954.52

G.L. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-8113-3640	Sept 20/17	Paypal (Security Through Safe Design Inc.-C.Lemay)	655.00	
1-1-0020-0071		HST added (sum of all credits)	0.00	
		Total	655.00	0.00
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 655.00

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES- Period 10

page 12

October 31st, 2017**I.T. Manager - ACCT# 5258 818666 998409****JE #674**

Page 12 of 13 for MasterCard Accounts balance of \$18,954.52

G.I. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-1323-3743	Sept 28/17	MisaOntario InfoSec Conference in Toronto (D.Petrillo)	813.60	93.60
1-4-1323-3743	Sept 29/17	WestJet (MisaOntario)	296.34	34.09
1-1-0020-0071		HST added (sum of all credits)	127.69	
		Total	1237.63	127.69
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 1,109.94

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES - Period 10

page 13

October 31st, 2017**Protective Services Director - ACCT# 5258 818910 078859****JE #675**

Page 13 of 13 for MasterCard Accounts balance \$18,954.52

G.I. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-2113-3160	Sept 17/17	Westin Hotel (Vancouver)	982.32	113.01
1-4-2113-3755	Sept 25/17	Outdoor Outfits (safety vests)	581.95	66.95
1-4-2213-3160	Sept 27/17	Festival Inn (CEMC)	316.54	36.42
1-4-2153-3760	Sept 28/17	Ultramar (car wash Car1)	14.42	1.65
1-4-2123-3175	Sept 30/17	Uline (Disposable Shoe Covers)	208.20	23.95
1-4-2133-3745	Oct 2/17	Canadian Red Cross (course x4)	969.20	49.20
1-4-2213-3745	Oct 4/17	SMK Survey Monkey	35.00	
1-4-2153-3760	Oct 10/17	Ultramar (car wash Car1)	14.42	1.65
1-1-0020-0071		HST added (sum of all credits)	292.83	
		Total	3414.88	292.83
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 3,122.05

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

RÈGLEMENT DE ZONAGE N° 2017-144

Amendant le Règlement de zonage n° 2016-10

Corporation de la Cité de Clarence-Rockland

1255 chemin Joanisse

rédigé par

Cité de Clarence-Rockland
1560, rue Laurier
Rockland (Ontario)
K4K 1P7
(613) 446-6022

ZONING BY-LAW NO. 2017-144

Amending Zoning By-Law No. 2016-10

The Corporation of the City of Clarence-Rockland

1255 Joanisse Road

prepared by

City of Clarence-Rockland
1560 Laurier Street
Rockland, Ontario
K4K 1P7
(613) 446-6022

LA CORPORATION DE LA CITÉ DE CLARENCE-ROCKLAND

RÈGLEMENT N° 2017-144

RÈGLEMENT AMENDANT LE RÈGLEMENT DE ZONAGE N° 2016-10;

ATTENDU QUE le Règlement de zonage n° 2016-10 régleme l'utilisation des terrains, la construction et l'utilisation des bâtiments et structures sur le territoire de la Cité de Clarence-Rockland; et

ATTENDU QUE le Conseil de la Corporation de la Cité de Clarence-Rockland considère qu'il est opportun d'amender le Règlement de zonage n° 2016-10, tel qu'il suit;

PAR LA PRÉSENTE, le Conseil de la Corporation de la Cité de Clarence-Rockland donne force de loi à ce qui suit:

Article 1: Le terrain situé au 1255 chemin Joannis identifiée à la cédule «A» ci-jointe, et faisant partie du présent règlement, est le terrain concerné par ce règlement.

Article 2 : L'article 13.1.3 (II) est par la présente modifiée dans le Règlement de zonage n° 2016-10 et se lit comme suit :

« (II) RU-38, 1255 chemin Joannis

Nonobstant toute disposition contraire en vertu du présent Règlement en ce qui a trait aux terrains zonés RU-38, les utilisations additionnelles ci-après sont également permises :

- *Production alimentaire limitée à un service de traiteur*
- *Centre de jardinage*
- *Atelier de fabrication sur commande limité à un atelier d'ébénisterie*
- *Bureau d'affaires limité à une entreprise d'aménagement paysager*
- ***Installations d'entreposage de véhicules motorisés***
- ***Entreposage commerciale en libre-service*** »

Article 3: Le présent règlement entrera en vigueur à la date de son adoption par le Conseil sous réserve de l'approbation de la Commission des Affaires municipales de l'Ontario ou suite à la date limite pour le dépôt des avis d'opposition, selon le cas.

FAIT ET ADOPTÉ EN RÉUNION PUBLIQUE, CE 4^{IÈME} JOUR DE DÉCEMBRE 2017.

Guy Desjardins, maire

Monique Ouellet, greffière

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NO. 2017-144

BEING A BY-LAW TO AMEND ZONING BY-LAW NO. 2016-10;

WHEREAS Zoning By-Law no. 2016-10 regulates the use of land, and the use and erection of buildings and structures in the City of Clarence-Rockland; and

WHEREAS the Council of the Corporation of the City of Clarence-Rockland considers appropriate to amend Zoning By-Law No. 2016-10, as described;

NOW THEREFORE, the Council of the Corporation of the City of Clarence-Rockland enacts as follows:

Section 1: The property at 1255 Joannis Road and identified on Schedule "A" attached to and forming part of this by-law shall be the lot affected by this by-law.

Section 2: Section 13.1.3. (II) is hereby modified in the Zoning By-Law No. 2016-10 and reads as follows:

"(II) RU-38, 1255 Joannis Road

Notwithstanding the provisions of this By-law to the contrary, on the lands zoned RU-38, the following additional uses shall also be permitted:

- *Food production limited to a catering establishment*
- *Garden center*
- *Custom workshop limited to a cabinet shop*
- *Business office limited to a landscaping business*
- ***Motor vehicle storage compound***
- ***Commercial self-storage***"

Section 3: This by-law shall become effective on the date of passing hereof, subject to the approval of the Ontario Municipal Board or following the last date for filing objections as the case may be.

DATED AND PASSED IN OPEN COUNCIL, THIS 4th DAY OF DECEMBER, 2017.

Guy Desjardins, Mayor

Monique Ouellet, Clerk

NOTE EXPLICATIVE

But et effet du Règlement

La propriété concernée par cette modification au Règlement de zonage 2016-10 est décrite comme étant le 1255 chemin Joanisse.

La modification a pour but de modifier la catégorie de zonage du « Zone Rurale – Exception 38 (RU-38) » telle qu’illustrée sur la carte ci-jointe.

Cette modification aura l’effet de permettre les usages d’installations d’entreposage de véhicules motorisés et l’entreposage commercial en libre-service.

Pour tous renseignements supplémentaires relativement à cette modification au Règlement de zonage n° 2016-10, veuillez communiquer avec le Service d’infrastructure et aménagement du territoire à l’Hôtel de ville situé au 1560, rue Laurier ou par téléphone au numéro (613) 446-6022.

EXPLANATORY NOTE

Purpose and Effects of this By-Law

The property affected by this amendment to Zoning By-law No. 2016-10 is described as being 1255 Joanisse Road.

The purpose of the amendment is to modify the zoning category of “Rural – Exception 38 (RU-38) Zone” as shown on the attached map.

This amendment is intended to permit vehicle storage compound and commercial self-storage uses.

For further information concerning the amendment to Zoning By-Law No. 2016-10, you may contact the Infrastructure and Planning Department, at the Town Hall, 1560 Laurier Street or by telephone at (613) 446-6022.

CÉDULE « A » / SCHEDULE "A"**(RU-38)**

Terrains(s) touché(s) par ce
règlement
Area(s) affected by this by-law

Modification de zonage /Zone
modification RU-38

Certification d'authenticité
Certificate of Authentification

Ceci constitue le plan Cédula «A» du
Règlement de zonage n° 2017-144,
adopté le 4 décembre 2017.

This is plan Schedule "A" to Zoning By-
Law No. 2017-144, passed the 4th day
of December, 2017.

Guy Desjardins, Maire / Mayor

Plan Cédula «A» du règlement n°
2017-144

Schedule "A" to By-Law No. 2017-144

1255 chemin Joannis
1255 Joannis Road

Cité de Clarence-Rockland City

Préparé par/prepared by
Cité de Clarence-Rockland City
1560, rue Laurier Street
Rockland, Ontario K4K 1P7

Pas à l'échelle/Not to scale

Monique Ouellet, Greffière / Clerk



RAPPORT N° AMÉ-17-108-R

Date	20/11/2017
Soumis par	Malcolm Duncan
Objet	Modification au Règlement de Zonage – Roger Villeneuve – 1255 chemin Joannis
# du dossier	D-14-496

1) **NATURE / OBJECTIF :**

La nature de ce rapport est de présenter une demande de modification au règlement de zonage n° 2016-10, afin d'ajouter les usages d'installation d'entreposage de véhicules motorisés et l'entreposage commercial en libre-service à la liste d'usages permis dans la zone rurale – exception 38 (RU-38).

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

S/O

3) **RECOMMANDATION DU SERVICE:**

QUE le comité plénier recommande au conseil municipal d'approuver le règlement modifiant le Règlement de zonage n° 2016-10, à l'effet de modifier la catégorie de zonage pour le terrain décrit comme étant le 1255 chemin Joannis, en ajoutant les usages d'installation d'entreposage de véhicules motorisés et l'entreposage commercial en libre-service à la liste d'usages permis dans la « Zone Rurale – Exception 38 (RU-38) », tel que recommandé par le Département d'infrastructure et aménagement du territoire.

THAT the Committee of the whole recommends to Council to amend Zoning By-law no. 2016-10 in order to modify the zoning category for the property described as being 1255 Joannis Road, to add motor vehicle storage compound and commercial self-storage uses to the list of permitted uses in the "Rural - Exception 38 (RU-38) Zone", as recommended by the Infrastructure and Planning Department.

4) **HISTORIQUE :**

En 2001 les anciens propriétaires ont reçu une dérogation mineure afin de permettre une entreprise à domicile et un bâtiment accessoire avec une superficie de 250 m².

En 2009 M. Villeneuve a fait une demande de modification au règlement de zonage afin de permettre certain usages, pour fins de rendre le commerce d'aménagement paysagé en conformité avec le règlement de zonage. La désignation de zonage a été modifiée de « Zone rurale (RU) » à « Zone rurale – Exception 38 (RU-38) » afin de permettre une pépinière, un service de traiteur, un centre de

jardinage, un commerce de coffrets et un commerce d'aménagement paysagé.

Lorsque la demande de modification au Règlement de Zonage a été présentée, M. Villeneuve a demandé que 17 usages soit ajouté à la liste d'usages permis, incluant plusieurs usages d'entreposage. Le rapport a mentionné que les usages demandés étaient digne d'une propriété situé dans une zone commerciale et industrielle au lieu d'une zone rurale. Le département d'aménagement a recommandé que 5 des 17 usages qui correspondaient au caractère résidentiel rural soit approuvé par le Comité d'Aménagement, non incluant les usages d'entreposage.

Le 2 juin 2017, M. Villeneuve a communiqué avec le département d'Aménagement et Infrastructure avec ses intentions d'établir un commerce d'entreposage de véhicule motorisé et l'entreposage commercial en libre-service sur le terrain en question (Figure 1). Ces usages ne sont pas permis dans la « Zone rurale – Exception 38 (RU-38) », donc une modification au Règlement de zonage a été recommandé pour permettre ces usages.

Figure 1 : Carte index de l'autorisation demandée



- 5) **DISCUSSION :**
Plan Officiel des Comtés Unis de Prescott Russell :

La propriété est située dans un « Secteur des politiques rurales » selon la Cédule « A » du Plan Officiel des Comtés Unis de Prescott Russell. Des usages commerciaux et industriels qui répond aux besoins du public, ou qui sont reliés aux ressources locales sont permises.

Les usages proposés (l'entreposage de véhicules motorisés et l'entreposage commercial à libre-service) répondront aux besoins du public qui n'ont pas assez d'espace d'entreposer leurs biens.

Règlement de Zonage n° 2016-10 :

La propriété est située dans la « Zone Rurale – Exception 38 (RU-38) » selon le Règlement de Zonage 2016-10. Tel que mentionné, la modification au Règlement ajoutera des usages d'entreposage de véhicule motorisés et l'entreposage commercial à libre-service à la liste d'usages permis dans la zone.

L'entreposage de véhicules motorisés et l'entreposage commercial à libre-service sont plutôt des usages permis dans les zones commerciales et industrielles, mais il existe certaines exceptions dans la zone rurale où l'entreposage est permis (8132 County Rd 17).

Le terrain est présentement utilisé pour des fins commerciales. L'entreposage des véhicules et l'entreposage commercial à libre-service ne sont pas des usages intensifs qui affecteront les voisins négativement, et le règlement de zonage a encore des dispositions en place comme les tampons de paysage pour réduire l'impact des usages commerciaux sur les terrains résidentiels.

Commentaires des autres services :

Service de construction : Aucun commentaire

Service d'infrastructure : Un plan d'implantation est recommandé et les services municipaux (eau et l'égout) ne sont pas disponibles

Service de finance : Aucune objection

Services communautaires : Aucun commentaire

6) **CONSULTATION :**

À la réunion publique le 1^{er} novembre 2017, un commentaire a été présenté à la réunion publique par M. Donald Veilleux, propriétaire d'un terrain avoisinant. Il avait quelques préoccupations concernant la quantité de trafic qui serait produite par les usages d'entreposage.

Le demandeur M. Roger Villeneuve a clarifié que l'entreposage serait pour une quinzaine d'autos qui seront stationnées pendant l'hiver, donc les impacts sur trafic seront mineurs.

7) **RECOMMANDATION OU COMMENTAIRES DU COMITÉ :**

S/O

8) **IMPACT FINANCIER (monétaire/matériaux/etc.):**
S/O

9) **IMPLICATIONS LÉGALES :**
S/O

10) **GESTION DU RISQUE (RISK MANAGEMENT) :**
S/O

11) **IMPLICATIONS STRATÉGIQUES :**
S/O

12) **DOCUMENTS D'APPUI:**
Règlement N° 2017-144

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW 2017-147

BEING A BY-LAW TO PROVIDE THAT SUB-SECTION 5 OF SECTION 50 OF THE PLANNING ACT, R.S.O. 1990, CHAPTER P.13, AS AMENDED, DOES NOT APPLY TO PART OF BLOCK 280, REGISTERED PLAN 50M-308, IN THE CITY OF CLARENCE-ROCKLAND, IN THE COUNTY OF RUSSELL, DESIGNATED AS PARTS 1 TO 13, BOTH INCLUSIVE, ON PLAN 50R-10657.

WHEREAS Sub-Section 5 of Section 50 of the *Planning Act*, R.S.O. 1990, Chapter P.13, as amended, provides that all lands within a Plan of Subdivision are subject to part-lot control;

AND WHEREAS the Council of a municipality may, under Sub-Section 7 of Section 50 of the *Planning Act*, R.S.O. 1990, Chapter P.13, as amended, enact a by-law to provide that Sub-Section 5 of Section 50 of the *Planning Act*, R.S.O. 1990, Chapter P.13, as amended, does not apply to such lands as are designated in the by-law;

AND WHEREAS a six-unit street row-house is under construction on part of Block 280 of Registered Plan 50M-308 where it is desired that individual ownerships be created and designated as Parts 1, 2, 3 and 4, Parts 5 and 6, Part 7, Part 8, Parts 9 and 10, and Parts 11, 12 and 13 on Plan 50R-10657, and that Parts 1, 2 and 13 on Plan 50R- 10657 are subject to a municipal storm sewer easement, as set out in Instrument Number RC84099, and that Parts 1, 4, 6, 10, 12 and 13 on Plan 50R-10657 be subject to pedestrian access right-of-ways to the rear yards of some of the street row-houses;

NOW THEREFORE the Council of the Corporation of the City of Clarence-Rockland enacts as follows:

1. **THAT** subject to section 3 hereof, Sub-Section 5 of Section 50 of the *Planning Act*, R.S.O. 1990, Chapter P.13, as amended, does not apply to the following lands:
 - a. Part of P.I.N. 69060-1701, being those portions of Block 280, Registered Plan 50M-308, designated as Parts 1, 2, 3 and 4 on Plan 50R-10657 and further designated as Parcel 'A' for the purpose of this by-law;
 - b. Part of P.I.N. 69060-1701, being those portions of Block 280, Registered Plan 50M-308, designated as Parts 5 and 6 on Plan 50R-10657 and further designated as Parcel 'B' for the purpose of this by-law;
 - c. Part of P.I.N. 69060-1701, being that portion of Block 280, Registered Plan 50M-308, designated as Part 7 on Plan 50R-10657 and further designated as Parcel 'C' for the purpose of this by-law;

- d. Part of P.I.N. 69060-1701, being that portion of Block 280, Registered Plan 50M-308, designated as Part 8 on Plan 50R-10657 and further designated as Parcel 'D' for the purpose of this by-law;
 - e. Part of P.I.N. 69060-1701, being those portions of Block 280, Registered Plan 50M-308, designated as Parts 9 and 10 on Plan 50R-10657 and further designated as Parcel 'E' for the purpose of this by-law;
 - f. Part of P.I.N. 69060-1701, being those portions of Block 280, Registered Plan 50M-308, designated as Parts 11, 12 and 13 on Plan 50R-10657 and further designated as Parcel 'F' for the purpose of this by-law;
- all in the City of Clarence-Rockland, in the County of Russell and registered in the Land Titles Office for the Land Titles Division of Russell (No. 50).
- 2. **THAT** this By-law shall take effect upon approval thereof by the Council of the Corporation of the City of Clarence-Rockland and in compliance with the requirements of the *Planning Act*, R.S.O. 1990, Chapter P.13, as amended.
 - 3. **THAT** further subdivision or severance of the aforementioned Parcels 'A', 'B', 'C', 'D', 'E' and 'F' beyond that permitted by paragraph 1 is prohibited.
 - 4. This By-law shall expire and be of no further force and effect, if not registered on title, as of the 20th day of November, 2019.

READ, PASSED AND ADOPTED BY COUNCIL, THIS 20TH DAY OF NOVEMBER, 2017.

Guy Desjardins, Mayor

Monique Ouellet, Clerk



RAPPORT N° AMÉ-17-116-R

Date	08/11/2017
Soumis par	Claire Lemay
Objet	Retrait de la réglementation des parties des lots – Bloc 280, Plan 50M-308
# du dossier	D-11-258-02

1) **NATURE / OBJECTIF :**

M. André P. Barrette (Arpentages Schultz Barrette Surveying), agent pour C.H. Clément Construction Inc. a soumis une demande à la Cité de Clarence-Rockland pour le retrait de la réglementation des parties des lots pour permettre la création de 6 lots suite à la construction des maisons en rangées TH1 sur le bloc 280, plan 50M-308. Ces lots auront façade sur le croissant Marble.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :** S/O

3) **RECOMMANDATION DU SERVICE:**

THAT Council adopts By-Law 2017-147, being a by-law for the designation of lands not subject to part lot control, for Block TH1, Part of Block 280 of Plan 50M-308, located within the residential project of Marble Crescent.

QUE le Conseil adopte le règlement 2017-147, étant un règlement de désignation de terrains non assujettis à la réglementation de parties de lots pour le bloc TH1, Partie du bloc 280 du Plan 50M-308, situé à l'intérieur du projet résidentiel du croissant Marble.

4) **HISTORIQUE :**

Une entente de Plan d'implantation fut signée et enregistré le 27 avril, 2015 entre C.H. Clément Construction et la Cité de Clarence-Rockland pour une partie du bloc 280, plan 50M-308 sur le croissant Marble.

Le bloc était anciennement appartenu par Minto, et ils ont construit quelques maisons en rangée sur le terrain. Le restant du terrain fut vendu à C.H. Clément Construction Inc. Ils ont divisé le terrain en 7 parties, dont une est sujet à cette demande pour la construction de 6 maisons en rangée.

5) **DISCUSSION :**

La demande est pour le retrait de la réglementation des parties des lots sous l'article 7, section 50 de la *Loi sur l'aménagement du territoire*, L.R.O. 1990 chap. P.13, tel que prescrit par le paragraphe 7

de la section 50 de la Loi sur l'aménagement du territoire, qui lit comme suit :

« Désignation de terrains non assujettis à la réglementation de parties de lots

(7) Malgré le paragraphe (5), le conseil de la municipalité locale peut prévoir par règlement municipal que le paragraphe (5) ne s'applique pas au terrain figurant sur le ou les plans de lotissement enregistrés qui sont désignés dans le règlement municipal, ou sur les parties de ceux-ci qui y sont désignées. 1996, chap. 4, par. 27 (3). »

Cet article permet au Conseil municipal d'approuver la création de 6 lots sur le bloc TH1 du bloc 280, plan 50M-308, tel qu'illustré sur le plan 50R-10657, préparé par Arpentages Schultz Barrette Surveying, daté le 29 septembre, 2017, en adoptant un règlement à cet effet.

La création de ces lots permettra la division et la vente individuelle des maisons en rangées.

Le département a révisé le plan de renvoi soumis afin de s'assurer la conformité avec le règlement de zonage et le plan est acceptable pour l'approbation.

- 6) **CONSULTATION :**
S/O
- 7) **RECOMMANDATION OU COMMENTAIRES DU COMITÉ :**
S/O
- 8) **IMPACT FINANCIER (monétaire/matériaux/etc.):**
S/O
- 9) **IMPLICATIONS LÉGALES :**
S/O
- 10) **GESTION DU RISQUE (RISK MANAGEMENT) :**
S/O
- 11) **IMPLICATIONS STRATÉGIQUES :**
S/O
- 12) **DOCUMENTS D'APPUI:**
Plan 50R-10657
Règlement 2017-147

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**BY-LAW NUMBER 2017-148****BEING A BY-LAW TO ADOPT AN EMERGENCY MANAGEMENT PROGRAM FOR THE CITY OF CLARENCE-ROCKLAND PURSUANT TO SECTION 2.1(1) OF THE EMERGENCY MANAGEMENT AND CIVIL PROTECTION ACT, R.S.O., 1990, CH. E 9, AS AMENDED.**

WHEREAS the Emergency Management & Civil Protection Act, Section 2.1 (1) requires every municipality to develop and implement an emergency management program;

AND WHEREAS Section 2.1 (2) of the Emergency Management & Civil Protection Act stipulates the content of each municipality's emergency management program;

AND WHEREAS Section 14(1) of the Emergency Management & Civil Protection Act requires emergency management programs conform with regulatory standards, in accordance with international best practices;

AND WHEREAS the Act makes provision for the Head of Council to declare an emergency exists in a community, or any part thereof, and also provides the Head of Council with authority to take such action or make such orders as he/she considers necessary and not contrary to law, to implement the emergency response plan and respond to an emergency;

AND WHEREAS the Act, consistent with Section 242 of the Municipal Act, R.S.O., 1990, as amended, provides for the designation of one or more members of council who may exercise the powers and perform the duties of the Head of Council during his/her absence or his/her inability to act;

AND WHEREAS the Act authorizes employees of a community to respond to an emergency in accordance with the emergency response plan where an emergency exists but has not yet been declared to exist;

NOW THEREFORE Council for the City of Clarence-Rockland hereby enacts as follows:

1. That an Emergency Management Program be developed for the City of Clarence-Rockland consistent with and in accordance with international best practices as considered by Regulatory Standards established under the Act, including the four core components of emergency management, namely: mitigation/prevention, preparedness, response and recovery;

2. That the Emergency Management Program for the City of Clarence-Rockland shall be consistent with the objectives of protecting public safety, public health, the environment, critical infrastructure and property, and to promote economic stability and a disaster-resilient community;
3. That Schedules “A”, “B”, “C”, and “D”, attached hereto, shall form part of this By-law:
 - i) Schedule A, being a Schedule for the designation of a Community Emergency Management Coordinator and Alternate(s).
 - ii) Schedule B, being a Schedule to establish the composition of the Emergency Management Program Committee.
 - iii) Schedule C, being a Schedule to establish the composition of the Emergency Control Group.
 - iv) Schedule D, being a Schedule to designate and identify a community Emergency Information Officer.
4. That the City of Clarence-Rockland Emergency Management Program shall be reviewed annually by the Community Emergency Management Program Committee, who shall report such review to Council;
5. That By-laws No. 2006-113, 2017-30 be repealed;
6. That this By-law shall come into force and effect on the day it is enacted.

READ, DONE AND PASSED IN OPEN COUNCIL, THIS 20th DAY OF NOVEMBER, 2017.

Guy Desjardins, Mayor

Monique Ouellet, Clerk

SCHEDULE “A” to By-Law Number 2017-148 - EMERGENCY MANAGEMENT PROGRAM**Designation of Community Emergency Management Coordinator and Alternate(s)**

WHEREAS O. Reg. 380/04: Standards, made pursuant to the Emergency Management & Civil Protection Act, require every municipality to designate an employee of the municipality or a member of Council at its emergency program coordinator (O. Reg. 380/04, s. 10 (1).);

AND WHEREAS the emergency management program co-ordinator shall co-ordinate the development and implementation of the municipality’s emergency management program within the municipality and shall co-ordinate the municipality’s emergency management program in so far as possible with the emergency management programs of other municipalities, of ministries of the Ontario government and of organizations outside government that are involved in emergency management;

AND WHEREAS the emergency management program co-ordinator shall report to the municipality’s emergency management program committee on his or her work relating to the municipality’s emergency management program;

NOW THEREFORE Council for the City of Clarence-Rockland hereby appoints as follows:

- 1) Brian Wilson, Director of Protective Services / Fire Chief, as the Community Emergency Management Coordinator (CEMC).
- 2) Mario Villeneuve, Deputy Fire Chief, as an Alternate Community Emergency Management Coordinator (Alternate CEMC).

SCHEDULE “B” to By-Law Number 2017-148 - EMERGENCY MANAGEMENT PROGRAM**Emergency Management Program Committee**

WHEREAS O. Reg. 380/04: Standards, made pursuant to the Emergency Management & Civil Protection Act, require every municipality to have an emergency management program committee (O. Reg. 380/04, s. 11 (1).);

AND WHEREAS the committee shall be composed of: the municipality’s emergency management program co-ordinator; a senior municipal official appointed by the council; such members of the council, as may be appointed by the council; such municipal employees who are responsible for emergency management functions, as may be appointed by the council; and, such other persons as may be appointed by the council. (O. Reg. 380/04, s. 11 (2).);

AND WHEREAS Council shall appoint one of the members of the committee to be the chair of the committee. (O. Reg. 380/04, s. 11 (4).);

AND WHEREAS the committee shall advise the council on the development and implementation of the municipality’s emergency management program. (O. Reg. 380/04, s. 11 (5).);

AND WHEREAS the committee shall conduct an annual review of the municipality’s emergency management program and shall make recommendations to the council for its revision if necessary. (O. Reg. 380/04, s. 11 (6).);

NOW THEREFORE Council for the City of Clarence-Rockland hereby appoints the following persons to the Emergency Management Program Committee:

- 1) Director of Protective Services / Fire Chief – Chair
- 2) Chief Administrative Officer – Co-Chair
- 3) Mayor
- 4) the Member of Council assigned to the Protective Services Department
- 5) Director of Finance and Economic Development
- 6) Director of Community Services
- 7) Director of Infrastructure and Planning

SCHEDULE “C” to By-Law Number 2017-148 - EMERGENCY MANAGEMENT PROGRAM**Municipal Emergency Control Group**

WHEREAS O. Reg. 380/04: Standards, made pursuant to the Emergency Management & Civil Protection Act, require every municipality to have municipal emergency control group (O. Reg. 380/04, s. 12 (1).);

AND WHEREAS the emergency control group shall be composed of: such officials or employees of the municipality as may be appointed by the council; and, such members of council as may be appointed by the council. (O. Reg. 380/04, s. 12 (2).);

AND WHEREAS the group shall direct the municipality’s response in an emergency, including the implementation of the municipality’s emergency response plan. (O. Reg. 380/04, s. 12 (4).);

AND WHEREAS the group may at any time seek the advice and assistance of the following: Officials or employees of any level of government who are involved in emergency management; Representatives of organizations outside government who are involved in emergency management; and/or persons representing industries that may be involved in emergency management. (O. Reg. 380/04, s. 12 (8).);

NOW THEREFORE Council for the City of Clarence-Rockland hereby appoints the following persons to the Emergency Control Group:

- 1) Chief Administrative Officer
- 2) Community Emergency Management Coordinator (or the Alternate(s))
- 3) Manager, Recreational Facilities
- 4) Treasurer
- 5) Manager, Supply and Processes
- 6) Manager, Information Technology
- 7) Manager, Engineering and Operations
- 8) Communications Officer

SCHEDULE “D” to By-Law Number 2017-148 - EMERGENCY MANAGEMENT PROGRAM**Designate and Identify an Emergency Information Officer**

WHEREAS O. Reg. 380/04: Standards, made pursuant to the Emergency Management & Civil Protection Act, require every municipality to designate an employee of the municipality as its emergency information officer. (O. Reg. 380/04, s. 14 (1).);

AND WHEREAS the emergency information officer shall act as the primary media and public contact for the municipality in an emergency. (O. Reg. 380/04, s. 14 (2).);

NOW THEREFORE Council for the City of Clarence-Rockland hereby appoints as follows:

- 1) Julie Chartrand, Communications Officer, as the Emergency Information Officer.
- 2) Joanne St. Jean, Executive Assistant, as the Alternate Emergency Information Officer.



REPORT N° PRO2017-023

Date	06/11/2017
Submitted by	Brian Wilson
Subject	Emergency Management Program By-law
File N°	Click here to enter text.

1) **NATURE/GOAL :**

THAT Council approve a revised Emergency Management Program By-law, in conformance with the requirements of the Emergency Management and Civil Protection Act.

2) **DIRECTIVE/PREVIOUS POLICY :**

The 2017 Master Fire Plan provided a recommendation that the Emergency Response Plan for the City be reviewed. Further, pursuant to the Emergency Management and Civil Protection Act, it is required that the emergency management program be reviewed annually.

Following the 2017 flooding, Council provided direction to Administration to review the emergency response plan and emergency management programs to convert them to an Incident Command System (ICS) approach.

3) **DEPARTMENT'S RECOMMENDATION :**

THAT the attached Emergency Management Program By-law be adopted by Council and that the Emergency Management Program Committee be directed to revise and update the Emergency Response Plan for the City.

QUE le Règlement du programme de gestion des situations d'urgence ci-joint soit adopté par le conseil et que le comité du Programme de Gestion des Urgences reçoive le mandat de réviser et de mettre à jour le plan d'intervention en cas d'urgence pour la Cité.

4) **BACKGROUND :**

The City of Clarence-Rockland received a letter from the Ministry of Community Safety and Correctional Services in early 2017 to advise that the City was non-compliant with the requirements of the Emergency Management and Civil Protection Act.

The Act requires that the City designate and appoint a number of people and groups in order to maintain compliance. These people are then required to do certain things under the Act in order for the City to maintain compliance with the requirements under the Act.

Community Emergency Management Coordinator (CEMC)

The most obvious is the designation of a Community Emergency Management Coordinator (CEMC), and Alternates. Currently, the City has one appointed CEMC with no alternates.

Emergency Management Program Committee (EMPC)

One of the other requirements under the Act is the establishment of an Emergency Management Program Committee. The purpose of the Emergency Management Program Committee is to oversee the development of the Emergency Response Plan for the City, and to ensure that the overall emergency management program(s) in place are adequate. This committee is required to review the Hazard Identification and Risk Assessment (HIRA) annually, as well as review the Emergency Response Plan annually.

Emergency Control Group (ECG)

One of the other requirements under the Act is the establishment of an Emergency Control Group. The purpose of this group is to staff an emergency operations centre and manage any emergency that the City may face. Typically this group would not include members of council. This emergency control group is required by the Act to participate in an emergency exercise every year.

Emergency Information Officer (EIO)

The last position required under the Act is that of an Emergency Information Officer. This position is responsible to be the liaison between the City and media outlets, and to coordinate and disseminate information both internally and externally.

The Act further requires that the Emergency Response Plan be adopted by Council. The current Emergency Response Plan is outdated and based on old emergency management doctrine. Council has directed administration to update the Emergency Response Plan and bring it in line with the Incident Command System (ICS) doctrine. This update must be done by the Emergency Management Program Committee in consultation with the Community Emergency Management Coordinator (CEMC).

5) **DISCUSSION :**

Prior to beginning the review of the Emergency Response Plan, it is critical that the Emergency Management Program Committee be established and its membership appointed by Council. It is this Committee's responsibility to update, and then review annually, the emergency response plan for the City. As part of the development of an updated Emergency Response Plan, a Hazard Identification and Risk Assessment (HIRA) is required to be done (it is required to be evaluated annually). The CEMC was unable to locate any previous HIRA done for Clarence-Rockland.

The Master Fire Plan received by Council in 2017 identified as one of its recommendations that the role of Community Emergency Management Coordinator be assigned to someone other than the Director of Protective Services / Fire Chief, as this role is often engaged in onsite management of a large scale incident and therefore less likely to be able to attend the Emergency Operations Centre. Given the current staffing situation within Clarence-Rockland, it is suggested that this recommendation be received, but not acted on until such time as growth warrants additional positions who could be tasked with this responsibility. As such, it is recommended that the following positions be appointed:

1. CEMC – Director of Protective Services / Fire Chief
2. Alternate CEMC – Deputy Fire Chief

In determining the membership of the Emergency Management Program Committee, the Emergency Management and Civil Protection Act specifies certain people who shall be part of this committee, namely: the CEMC; a senior municipal official, appointed by council; such members of the council, as may be appointed by council; and, such municipal employees who are responsible for emergency management functions, as may be appointed by council.

As such, it is recommended that the following positions be appointed as members of the Emergency Management Program Committee:

1. Community Emergency Management Coordinator (CEMC)
2. Chief Administrative Officer
3. Mayor
4. Councillor assigned as Protective Services Department liaison
5. Director of Finance and Economic Development
6. Director of Infrastructure and Planning
7. Director of Community Services
8. Director of Corporate Services

The Emergency Control Group (ECG) is the group of staff who are normally tasked with staffing the key positions within the Incident Command System (ICS) structure at the Emergency Operations Centre (EOC). Best practice is to have each of these key positions maintain a “three deep” backup system, meaning that there are three people trained and capable of filling in for each of their respective areas of expertise. In smaller municipalities, maintaining a “three deep” model can prove especially challenging. However, this model allows for reasonable assuredness that the EOC can be adequately staffed should it be needed. Under the Act, members of the Emergency Control Group are required to undergo basic training in emergency management every year, and must participate in an annual emergency exercise. These requirements are then reported to the government by the

CEMC, as required under the Emergency Management and Civil Protection Act.

As such, it is recommended that the following positions be appointed as members of the Emergency Control Group, including their alternate(s):

1. Community Emergency Management Coordinator (CEMC)
2. Chief Administrative Officer (CAO)
3. Treasurer
4. Manager, Recreational Facilities
5. Manager, Supply and Processes
6. Manager, Engineering and Operations
7. Manager, Information Technology
8. Communications Officer

The Emergency Management and Civil Protection Act also requires the designation and appointment of an Emergency Information Officer (EIO). Best practice would be to have this position included in the “three deep” model outlined above. However, given the limited number of positions within the municipality, at least providing one alternate would be the minimum recommendation. As such, it is recommended that the following positions be appointed:

1. Emergency Information Officer (EIO) – Communications Officer
2. Alternate EIO – Executive Assistant

With these positions filled, the Emergency Management Program Committee will be able to start its review of the Emergency Response Plan (ERP). A review of the Hazard Identification and Risk Assessment (HIRA) has already started, which will hopefully enable a quicker review of the Emergency Response Plan, once the committee is established.

These designations and appointments, along with the review of the HIRA and ERP, will be a big step forwards in emergency management preparedness within Clarence-Rockland. Members of the Emergency Management Program Committee and the Emergency Control Group participated in an emergency exercise hosted by the County in St. Isadore on November 1st, and a number of employees have already taken their prescribed hours of training by completing training in the Incident Command System (ICS) earlier this year. With all of these steps in place, Clarence-Rockland should be able to demonstrate compliance with the requirements of the Emergency Management and Civil Protection Act.

6) **CONSULTATION:**

None

7) **RECOMMENDATIONS OR COMMENTS FROM COMMITTEE/ OTHER DEPARTMENTS :**

None

8) **FINANCIAL IMPACT (expenses/material/etc.):**

None

9) **LEGAL IMPLICATIONS :**

Compliance with the Emergency Management and Civil Protection Act is required. By enacting this by-law, and the subsequent emergency response plan, and further directing administration to meet these requirements compliance can be obtained and maintained moving forwards.

10) **RISK MANAGEMENT :**

Maintaining compliance with the requirements of the Act will reduce potential civil liability.

11) **STRATEGIC IMPLICATIONS :**

Updating the Emergency Response Plan has been identified as a strategic priority for the Protective Services Department.

12) **SUPPORTING DOCUMENTS:**

By-law 2017-xx – Emergency Management Program By-law
Emergency Management and Civil Protection Act

Français

Emergency Management and Civil Protection Act**R.S.O. 1990, CHAPTER E.9****Consolidation Period:** From December 15, 2009 to the [e-Laws currency date](#).

Last amendment: 2009, c. 33, Sched. 9, s. 4.

Legislative History: 1999, c. 12, Sched. P, s. 3-9; 2002, c. 14, s. 2-17; 2002, c. 17, Sched. C, s. 10; 2003, c. 1, s. 14; 2006, c. 13, s. 1, 2; 2006, c. 32, Sched. C, s. 17; 2006, c. 35, Sched. C, s. 32; 2009, c. 33, Sched. 9, s. 4.

CONTENTS

1.	Definitions
2.	Administration of Act
2.0.1	Cabinet advisory committee
2.1	Municipal emergency management programs
3.	Municipal emergency plan
4.	Declaration of emergency
5.	Conformity with upper-tier plan
5.1	Emergency management programs of provincial government bodies
6.	Emergency plans of provincial government bodies
6.1	Chief, Emergency Management Ontario
6.2	Emergency plans submitted to Chief
7.	Definitions
7.0.1	Declaration of emergency
7.0.2	Emergency powers and orders
7.0.3	Powers of the Premier
7.0.4	Delegation of powers
7.0.5	Proceedings to restrain contravention of order
7.0.6	Reports during an emergency
7.0.7	Termination of emergency
7.0.8	Revocation of orders
7.0.9	Disallowance of emergency by Assembly
7.0.10	Report on emergency
7.0.11	Offences
7.1	Orders in emergency
7.2	Orders, general
8.	Lieutenant Governor in Council to formulate plan
8.1	Other emergency plans
9.	What plan may provide
10.	Public access to plans
11.	Protection from action
12.	Right of action
13.	Agreements
13.1	Action not an expropriation
14.	Standards for emergency management programs and emergency plans
15.	Crown bound

Definitions**1** In this Act,

“emergency” means a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; (“situation d’urgence”)

“emergency area” means the area in which an emergency exists; (“zone de crise”)

“emergency management program” means a program developed under section 2.1 or 5.1; (“programme de gestion des situations d’urgence”)

“emergency plan” means a plan formulated under section 3, 6, 8 or 8.1; (“plan de mesures d’urgence”)

“employee of a municipality” means an employee as defined in section 278 of the *Municipal Act, 2001* or a designated employee as defined in section 217 of the *City of Toronto Act, 2006*, as the case may be; (“employé municipal”)

“head of council” includes a chair of the board of an improvement district; (“président du conseil”)

“local board” means a local board as defined in the *Municipal Affairs Act*; (“conseil local”)

“local services board” means a Local Services Board established under the *Local Services Boards Act*; (“régie locale des services publics”)

“member of council” includes a trustee of the board of an improvement district; (“membre du conseil”)

“public servant” means a public servant within the meaning of the *Public Service of Ontario Act, 2006*. (“fonctionnaire”) R.S.O. 1990, c. E.9, s. 1; 1999, c. 12, Sched. P, s. 3; 2002, c. 14, s. 3; 2002, c. 17, Sched. C, s. 10 (1, 2); 2006, c. 13, s. 1 (2); 2006, c. 32, Sched. C, s. 17; 2006, c. 35, Sched. C, s. 32 (1, 2).

Section Amendments with date in force (d/m/y)

1999, c. 12, Sched. P, s. 3 (1, 2) - 04/02/2000

2002, c. 14, s. 3 (1, 2) - 15/04/2003; 2002, c. 17, Sched. C, s. 10 (1, 2) - 01/01/2003

2006, c. 13, s. 1 (2) - 30/06/2006; 2006, c. 32, Sched. C, s. 17 - 01/01/2007; 2006, c. 35, Sched. C, s. 32 (1, 2) - 20/08/2007

Administration of Act

2 The Solicitor General is responsible for the administration of this Act. R.S.O. 1990, c. E.9, s. 2.

Cabinet advisory committee

2.0.1 The Lieutenant Governor in Council may appoint, from among the members of the Executive Council, a committee to advise the Lieutenant Governor in Council on matters relating to emergencies. 2006, c. 13, s. 1 (3).

Section Amendments with date in force (d/m/y)

2006, c. 13, s. 1 (3) - 30/06/2006

Municipal emergency management programs

2.1 (1) Every municipality shall develop and implement an emergency management program and the council of the municipality shall by by-law adopt the emergency management program. 2002, c. 14, s. 4.

Same

(2) The emergency management program shall consist of,

- (a) an emergency plan as required by section 3;
- (b) training programs and exercises for employees of the municipality and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
- (c) public education on risks to public safety and on public preparedness for emergencies; and
- (d) any other element required by the standards for emergency management programs set under section 14. 2002, c. 14, s. 4.

Hazard and risk assessment and infrastructure identification

(3) In developing its emergency management program, every municipality shall identify and assess the various hazards and risks to public safety that could give rise to emergencies and identify the facilities and other elements of the infrastructure that are at risk of being affected by emergencies. 2002, c. 14, s. 4.

Confidentiality for defence reasons

(4) Subject to subsection (5), a head of an institution, as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, may refuse under that Act to disclose a record if,

- (a) the record contains information required for the identification and assessment activities under subsection (3); and

- (b) its disclosure could reasonably be expected to prejudice the defence of Canada or of any foreign state allied or associated with Canada or be injurious to the detection, prevention or suppression of espionage, sabotage or terrorism. 2002, c. 14, s. 4.

Same

(5) A head of an institution, as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, shall not disclose a record described in subsection (4),

- (a) if the institution is a municipality and the head of the institution is not the council of the municipality, without the prior approval of the council of the municipality;
- (b) if the institution is a board, commission or body of a municipality, without the prior approval of the council of the municipality or, if it is a board, commission or body of two or more municipalities, without the prior approval of the councils of those municipalities. 2002, c. 14, s. 4.

Confidentiality of third party information

(6) A head of an institution, as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, shall not, under that Act, disclose a record that,

- (a) contains information required for the identification and assessment activities under subsection (3); and
- (b) reveals a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence implicitly or explicitly. 2002, c. 14, s. 4.

Meetings closed to public

(7) The council of a municipality shall close to the public a meeting or part of a meeting if the subject matter being considered is the council's approval for the purpose of subsection (5). 2002, c. 14, s. 4.

Application of *Municipal Freedom of Information and Protection of Privacy Act*

(8) Nothing in this section affects a person's right of appeal under section 39 of the *Municipal Freedom of Information and Protection of Privacy Act* with respect to a record described in this section. 2002, c. 14, s. 4.

Section Amendments with date in force (d/m/y)

2002, c. 14, s. 4 - 15/04/2003

Municipal emergency plan

3 (1) Every municipality shall formulate an emergency plan governing the provision of necessary services during an emergency and the procedures under and the manner in which employees of the municipality and other persons will respond to the emergency and the council of the municipality shall by by-law adopt the emergency plan. 2002, c. 14, s. 5 (1).

(2) REPEALED: 2002, c. 14, s. 5 (1).

Co-ordination by county

(3) The council of a county may with the consent of the councils of the municipalities situated within the county co-ordinate and assist in the formulation of their emergency plans under subsection (1). R.S.O. 1990, c. E.9, s. 3 (3).

Specific emergencies may be designated

(4) The Lieutenant Governor in Council may designate a municipality to address a specific type of emergency in its emergency plan and, if so required, the municipality shall include the type of emergency specified in its emergency plan. 2002, c. 14, s. 5 (2).

Training and exercises

(5) Every municipality shall conduct training programs and exercises to ensure the readiness of employees of the municipality and other persons to act under the emergency plan. 2002, c. 14, s. 5 (3).

Review of plan

(6) Every municipality shall review and, if necessary, revise its emergency plan every year. 2002, c. 14, s. 5 (3).

Section Amendments with date in force (d/m/y)

2002, c. 14, s. 5 (1-3) - 15/04/2003

Declaration of emergency

4 (1) The head of council of a municipality may declare that an emergency exists in the municipality or in any part thereof and may take such action and make such orders as he or she considers necessary and are not contrary to law to implement the emergency plan of the municipality and to protect property and the health, safety and welfare of the inhabitants of the emergency area. R.S.O. 1990, c. E.9, s. 4 (1).

Declaration as to termination of emergency

(2) The head of council or the council of a municipality may at any time declare that an emergency has terminated. R.S.O. 1990, c. E.9, s. 4 (2).

Solicitor General to be notified

(3) The head of council shall ensure that the Solicitor General is notified forthwith of a declaration made under subsection (1) or (2). R.S.O. 1990, c. E.9, s. 4 (3).

Premier may declare emergency terminated

(4) The Premier of Ontario may at any time declare that an emergency has terminated. R.S.O. 1990, c. E.9, s. 4 (4).

Conformity with upper-tier plan

5 The emergency plan of a lower-tier municipality in an upper-tier municipality, excluding a county, shall conform to the emergency plan of the upper-tier municipality and has no effect to the extent of any inconsistency and, for the purposes of this section, The Corporation of the County of Lambton shall be deemed to be an upper-tier municipality. 2002, c. 17, Sched. C, s. 10 (3).

Section Amendments with date in force (d/m/y)

2002, c. 17, Sched. C, s. 10 (3) - 01/01/2003

Emergency management programs of provincial government bodies

5.1 (1) Every minister of the Crown presiding over a ministry of the Government of Ontario and every agency, board, commission and other branch of government designated by the Lieutenant Governor in Council shall develop and implement an emergency management program consisting of,

- (a) an emergency plan as required by section 6;
- (b) training programs and exercises for public servants and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
- (c) public education on risks to public safety and on public preparedness for emergencies; and
- (d) any other element required by the standards for emergency management programs set under section 14. 2002, c. 14, s. 7; 2006, c. 35, Sched. C, s. 32 (3).

Hazard and risk assessment and infrastructure identification

(2) In developing an emergency management program, every minister of the Crown and every designated agency, board, commission and other branch of government shall identify and assess the various hazards and risks to public safety that could give rise to emergencies and identify the facilities and other elements of the infrastructure for which the minister or agency, board, commission or branch is responsible that are at risk of being affected by emergencies. 2002, c. 14, s. 7.

Confidentiality of third party information

(3) A head of an institution, as defined in the *Freedom of Information and Protection of Privacy Act*, shall not, under that Act, disclose a record that,

- (a) contains information required for the identification and assessment activities under subsection (2); and
- (b) reveals a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence implicitly or explicitly. 2002, c. 14, s. 7.

Application of *Freedom of Information and Protection of Privacy Act*

(4) Nothing in this section affects a person's right of appeal under section 50 of the *Freedom of Information and Protection of Privacy Act* with respect to a record described in this section. 2002, c. 14, s. 7.

Section Amendments with date in force (d/m/y)

2002, c. 14, s. 7 - 15/04/2003

2006, c. 35, Sched. C, s. 32 (3) - 20/08/2007

Emergency plans of provincial government bodies

6 (1) It is the responsibility of,

(a) each minister of the Crown presiding over a ministry of the Government of Ontario; and

(b) each agency, board, commission or other branch of government designated by the Lieutenant Governor in Council,

to formulate an emergency plan for the ministry or branch of government, as the case may be, in respect of the type of emergency assigned to it by the Lieutenant Governor in Council, governing the provision of necessary services during an emergency and the procedures under and the manner in which public servants and other persons will respond to the emergency. R.S.O. 1990, c. E.9, s. 6 (1); 2006, c. 35, Sched. C, s. 32 (3).

Training and exercises

(2) Every minister of the Crown described in clause (1) (a) and every agency, board, commission or other branch of government described in clause (1) (b) shall conduct training programs and exercises to ensure the readiness of public servants and other persons to act under their emergency plans. 2002, c. 14, s. 8; 2006, c. 35, Sched. C, s. 32 (3).

Review of plan

(3) Every minister of the Crown described in clause (1) (a) and every agency, board, commission or other branch of government described in clause (1) (b) shall review and, if necessary, revise its emergency plan every year. 2002, c. 14, s. 8.

Section Amendments with date in force (d/m/y)

2002, c. 14, s. 8 - 15/04/2003

2006, c. 35, Sched. C, s. 32 (3) - 20/08/2007

Chief, Emergency Management Ontario

6.1 The Lieutenant Governor in Council shall appoint a Chief, Emergency Management Ontario who, under the direction of the Solicitor General, shall be responsible for monitoring, co-ordinating and assisting in the development and implementation of emergency management programs under sections 2.1 and 5.1 and for ensuring that those programs are co-ordinated in so far as possible with emergency management programs and emergency plans of the Government of Canada and its agencies. 2002, c. 14, s. 9.

Section Amendments with date in force (d/m/y)

2002, c. 14, s. 9 - 15/04/2003

Emergency plans submitted to Chief

6.2 (1) Every municipality, minister of the Crown and designated agency, board, commission and other branch of government shall submit a copy of their emergency plans and of any revisions to their emergency plans to the Chief, Emergency Management Ontario, and shall ensure that the Chief, Emergency Management Ontario has, at any time, the most current version of their emergency plans. 2002, c. 14, s. 10.

Repository for emergency plans

(2) The Chief, Emergency Management Ontario shall keep in a secure place the most current version of every emergency plan submitted to him or her. 2002, c. 14, s. 10.

Section Amendments with date in force (d/m/y)

2002, c. 14, s. 10 - 15/04/2003

Definitions

7 In sections 7.0.1 to 7.0.11,

“animal” means a domestic animal or bird or an animal or bird that is wild by nature that is in captivity; (“animal”)

“Commissioner of Emergency Management” means the person appointed from time to time by order in council as the Commissioner of Emergency Management; (“commissaire à la gestion des situations d’urgence”)

“municipality” includes a local board of a municipality, a district social services administration board and, despite subsection 6 (2) of the *Northern Services Boards Act*, a local services board; (“municipalité”)

“necessary goods, services and resources” includes food, water, electricity, fossil fuels, clothing, equipment, transportation and medical services and supplies. (“denrées, services et ressources nécessaires”) 2006, c. 13, s. 1 (4).

Section Amendments with date in force (d/m/y)

1999, c. 12, Sched. P, s. 5 - 04/02/2000

2006, c. 13, s. 1 (4) - 30/06/2006

Declaration of emergency

7.0.1 (1) Subject to subsection (3), the Lieutenant Governor in Council or the Premier, if in the Premier's opinion the urgency of the situation requires that an order be made immediately, may by order declare that an emergency exists throughout Ontario or in any part of Ontario. 2006, c. 13, s. 1 (4).

Confirmation of urgent declaration

(2) An order of the Premier that declares an emergency is terminated after 72 hours unless the order is confirmed by order of the Lieutenant Governor in Council before it terminates. 2006, c. 13, s. 1 (4).

Criteria for declaration

(3) An order declaring that an emergency exists throughout Ontario or any part of it may be made under this section if, in the opinion of the Lieutenant Governor in Council or the Premier, as the case may be, the following criteria are satisfied:

1. There is an emergency that requires immediate action to prevent, reduce or mitigate a danger of major proportions that could result in serious harm to persons or substantial damage to property.
2. One of the following circumstances exists:
 - i. The resources normally available to a ministry of the Government of Ontario or an agency, board or commission or other branch of the government, including existing legislation, cannot be relied upon without the risk of serious delay.
 - ii. The resources referred to in subparagraph i may be insufficiently effective to address the emergency.
 - iii. It is not possible, without the risk of serious delay, to ascertain whether the resources referred to in subparagraph i can be relied upon. 2006, c. 13, s. 1 (4).

Section Amendments with date in force (d/m/y)

2006, c. 13, s. 1 (4) - 30/06/2006

Emergency powers and orders**Purpose**

7.0.2 (1) The purpose of making orders under this section is to promote the public good by protecting the health, safety and welfare of the people of Ontario in times of declared emergencies in a manner that is subject to the *Canadian Charter of Rights and Freedoms*. 2006, c. 13, s. 1 (4).

Criteria for emergency orders

(2) During a declared emergency, the Lieutenant Governor in Council may make orders that the Lieutenant Governor in Council believes are necessary and essential in the circumstances to prevent, reduce or mitigate serious harm to persons or substantial damage to property, if in the opinion of the Lieutenant Governor in Council it is reasonable to believe that,

- (a) the harm or damage will be alleviated by an order; and
- (b) making an order is a reasonable alternative to other measures that might be taken to address the emergency. 2006, c. 13, s. 1 (4).

Limitations on emergency order

(3) Orders made under this section are subject to the following limitations:

1. The actions authorized by an order shall be exercised in a manner which, consistent with the objectives of the order, limits their intrusiveness.
2. An order shall only apply to the areas of the Province where it is necessary.
3. Subject to section 7.0.8, an order shall be effective only for as long as is necessary. 2006, c. 13, s. 1 (4).

Emergency orders

(4) In accordance with subsection (2) and subject to the limitations in subsection (3), the Lieutenant Governor in Council may make orders in respect of the following:

1. Implementing any emergency plans formulated under section 3, 6, 8 or 8.1.
2. Regulating or prohibiting travel or movement to, from or within any specified area.

3. Evacuating individuals and animals and removing personal property from any specified area and making arrangements for the adequate care and protection of individuals and property.
4. Establishing facilities for the care, welfare, safety and shelter of individuals, including emergency shelters and hospitals.
5. Closing any place, whether public or private, including any business, office, school, hospital or other establishment or institution.
6. To prevent, respond to or alleviate the effects of the emergency, constructing works, restoring necessary facilities and appropriating, using, destroying, removing or disposing of property.
7. Collecting, transporting, storing, processing and disposing of any type of waste.
8. Authorizing facilities, including electrical generating facilities, to operate as is necessary to respond to or alleviate the effects of the emergency.
9. Using any necessary goods, services and resources within any part of Ontario, distributing, and making available necessary goods, services and resources and establishing centres for their distribution.
10. Procuring necessary goods, services and resources.
11. Fixing prices for necessary goods, services and resources and prohibiting charging unconscionable prices in respect of necessary goods, services and resources.
12. Authorizing, but not requiring, any person, or any person of a class of persons, to render services of a type that that person, or a person of that class, is reasonably qualified to provide.
13. Subject to subsection (7), requiring that any person collect, use or disclose information that in the opinion of the Lieutenant Governor in Council may be necessary in order to prevent, respond to or alleviate the effects of the emergency.
14. Consistent with the powers authorized in this subsection, taking such other actions or implementing such other measures as the Lieutenant Governor in Council considers necessary in order to prevent, respond to or alleviate the effects of the emergency. 2006, c. 13, s. 1 (4).

Terms and conditions for services

(5) An order under paragraph 12 of subsection (4) may provide for terms and conditions of service for persons providing and receiving services under that paragraph, including the payment of compensation to the person providing services. 2006, c. 13, s. 1 (4).

Employment protected

(6) The employment of a person providing services under an order made under paragraph 12 of subsection (4) shall not be terminated because the person is providing those services. 2006, c. 13, s. 1 (4).

Disclosure of information

(7) The following rules apply with respect to an order under paragraph 13 of subsection (4):

1. Information that is subject to the order must be used to prevent, respond to or alleviate the effects of the emergency and for no other purpose.
2. Information that is subject to the order that is personal information within the meaning of the *Freedom of Information and Protection of Privacy Act* is subject to any law with respect to the privacy and confidentiality of personal information when the declared emergency is terminated. 2006, c. 13, s. 1 (4).

Exception

(8) Paragraph 2 of subsection (7) does not prohibit the use of data that is collected as a result of an order to disclose information under paragraph 13 of subsection (4) for research purposes if,

- (a) information that could be used to identify a specific individual is removed from the data; or
- (b) the individual to whom the information relates consents to its use. 2006, c. 13, s. 1 (4).

Authorization to render information anonymous

(9) A person who has collected or used information as the result of an order under paragraph 13 of subsection (4) may remove information that could be used to identify a specific individual from the data for the purpose of clause (8) (a). 2006, c. 13, s. 1 (4).

Section Amendments with date in force (d/m/y)

2006, c. 13, s. 1 (4) - 30/06/2006

Powers of the Premier

Powers delegated to Premier

7.0.3 (1) If an order is made under section 7.0.1, the Premier may exercise any power or perform any duty conferred upon a minister of the Crown or an employee of the Crown by or under an Act of the Legislature. 2006, c. 13, s. 1 (4); 2006, c. 35, Sched. C, s. 32 (4).

Powers of Premier, municipal powers

(2) If an order is made under section 7.0.1 and the emergency area or any part of it is within the jurisdiction of a municipality, the Premier, where he or she considers it necessary, may by order made under this section,

- (a) direct and control the administration, facilities and equipment of the municipality in the emergency area, and, without restricting the generality of the foregoing, the exercise by the municipality of its powers and duties in the emergency area, whether under an emergency plan or otherwise, is subject to the direction and control of the Premier; and
- (b) require any municipality to provide such assistance as he or she considers necessary to an emergency area or any part of the emergency area that is not within the jurisdiction of the municipality and direct and control the provision of such assistance. 2006, c. 13, s. 1 (4).

By-law not necessary

(3) Despite subsection 5 (3) of the *Municipal Act, 2001*, a municipality is authorized to exercise a municipal power in response to an order of the Premier or his or her delegate made under subsection (2) without a by-law. 2006, c. 13, s. 1 (4).

Section Amendments with date in force (d/m/y)

2006, c. 13, s. 1 (4) - 30/06/2006; 2006, c. 35, Sched. C, s. 32 (4) - 20/08/2007

Delegation of powers

7.0.4 (1) After an order has been made under section 7.0.1, the Lieutenant Governor in Council may delegate to a minister of the Crown or to the Commissioner of Emergency Management any of the powers of the Lieutenant Governor in Council under subsection 7.0.2 (4) and the Premier may delegate to a minister of the Crown or to the Commissioner of Emergency Management any of the Premier's powers under section 7.0.3. 2006, c. 13, s. 1 (4).

Same

(2) A minister to whom powers have been delegated under subsection (1) may delegate any of his or her powers under subsection 7.0.2 (4) and section 7.0.3 to the Commissioner of Emergency Management. 2006, c. 13, s. 1 (4).

Section Amendments with date in force (d/m/y)

2006, c. 13, s. 1 (4) - 30/06/2006

Proceedings to restrain contravention of order

7.0.5 Despite any other remedy or any penalty, the contravention by any person of an order made under subsection 7.0.2 (4) may be restrained by order of a judge of the Superior Court of Justice upon application without notice by the Crown in right of Ontario, a member of the Executive Council or the Commissioner of Emergency Management, and the judge may make the order and it may be enforced in the same manner as any other order or judgment of the Superior Court of Justice. 2006, c. 13, s. 1 (4).

Section Amendments with date in force (d/m/y)

2006, c. 13, s. 1 (4) - 30/06/2006

Reports during an emergency

7.0.6 During an emergency, the Premier, or a Minister to whom the Premier delegates the responsibility, shall regularly report to the public with respect to the emergency. 2006, c. 13, s. 1 (4).

Section Amendments with date in force (d/m/y)

2006, c. 13, s. 1 (4) - 30/06/2006

Termination of emergency

7.0.7 (1) Subject to this section, an emergency declared under section 7.0.1 is terminated at the end of the 14th day following its declaration unless the Lieutenant Governor in Council by order declares it to be terminated at an earlier date. 2006, c. 13, s. 1 (4).

Extension of emergency, L.G. in C.

(2) The Lieutenant Governor in Council may by order extend an emergency before it is terminated for one further period of no more than 14 days. 2006, c. 13, s. 1 (4).

Extension of emergency, Assembly

(3) The Assembly, on the recommendation of the Premier, may by resolution extend the period of an emergency for additional periods of no more than 28 days. 2006, c. 13, s. 1 (4).

Same

(4) If there is a resolution before the Assembly to extend the period of the emergency, the declaration of emergency shall continue until the resolution is voted on. 2006, c. 13, s. 1 (4).

Section Amendments with date in force (d/m/y)

2006, c. 13, s. 1 (4) - 30/06/2006

Revocation of orders

7.0.8 (1) Subject to this section, an order made under subsection 7.0.2 (4) is revoked 14 days after it is made unless it is revoked sooner. 2006, c. 13, s. 1 (4).

Commissioner's orders

(2) An order of the Commissioner of Emergency Management made under subsection 7.0.2 (4) is revoked at the end of the second full day following its making unless it is confirmed before that time by order of the Lieutenant Governor in Council, the Premier or the Minister who delegated the power to make the order. 2006, c. 13, s. 1 (4).

Extension of orders, L.G. in C., etc.

(3) During a declared emergency, the Lieutenant Governor in Council or a Minister to whom the power has been delegated may by order, before it is revoked, extend the effective period of an order made under subsection 7.0.2 (4) for periods of no more than 14 days. 2006, c. 13, s. 1 (4).

Extension of order after emergency

(4) Despite the termination or disallowance of the emergency, the Lieutenant Governor in Council may by order extend the effective period of an order made under subsection 7.0.2 (4) for periods of no more than 14 days where the extension of the order is necessary to deal with the effects of the emergency. 2006, c. 13, s. 1 (4).

Section Amendments with date in force (d/m/y)

2006, c. 13, s. 1 (4) - 30/06/2006

Disallowance of emergency by Assembly

7.0.9 (1) Despite section 7.0.7, the Assembly may by resolution disallow the declaration of emergency under section 7.0.1 or the extension of an emergency. 2006, c. 13, s. 1 (4).

Same

(2) If the Assembly passes a resolution disallowing the declaration of emergency or the extension of one, any order made under subsection 7.0.2 (4) is revoked as of the day the resolution passes. 2006, c. 13, s. 1 (4).

Section Amendments with date in force (d/m/y)

2006, c. 13, s. 1 (4) - 30/06/2006

Report on emergency

7.0.10 (1) The Premier shall table a report in respect of the emergency in the Assembly within 120 days after the termination of an emergency declared under section 7.0.1 and, if the Assembly is not then in session, the Premier shall table the report within seven days of the Assembly reconvening. 2006, c. 13, s. 1 (4).

Content of report

(2) The report of the Premier shall include information,

- (a) in respect of making any orders under subsection 7.0.2 (4) and an explanation of how the order met the criteria for making an order under subsection 7.0.2 (2) and how the order satisfied the limitations set out in subsection 7.0.2 (3); and
- (b) in respect of making any orders under subsection 7.0.3 (2) and an explanation as to why he or she considered it necessary to make the order. 2006, c. 13, s. 1 (4).

Consideration of report

(3) The Assembly shall consider the report within five sitting days after the report is tabled. 2006, c. 13, s. 1 (4).

Commissioner's report

(4) If the Commissioner of Emergency Management makes any orders under subsection 7.0.2 (4) or 7.0.3 (2), he or she shall, within 90 days after the termination of an emergency declared under subsection 7.0.1 (1), make a report to the Premier in respect of the orders and the Premier shall include it in the report required by subsection (1). 2006, c. 13, s. 1 (4).

Section Amendments with date in force (d/m/y)

2006, c. 13, s. 1 (4) - 30/06/2006

Offences

7.0.11 (1) Every person who fails to comply with an order under subsection 7.0.2 (4) or who interferes with or obstructs any person in the exercise of a power or the performance of a duty conferred by an order under that subsection is guilty of an offence and is liable on conviction,

- (a) in the case of an individual, subject to clause (b), to a fine of not more than \$100,000 and for a term of imprisonment of not more than one year;
- (b) in the case of an individual who is a director or officer of a corporation, to a fine of not more than \$500,000 and for a term of imprisonment of not more than one year; and
- (c) in the case of a corporation, to a fine of not more than \$10,000,000. 2006, c. 13, s. 1 (4).

Separate offence

(2) A person is guilty of a separate offence on each day that an offence under subsection (1) occurs or continues. 2006, c. 13, s. 1 (4).

Increased penalty

(3) Despite the maximum fines set out in subsection (1), the court that convicts a person of an offence may increase a fine imposed on the person by an amount equal to the financial benefit that was acquired by or that accrued to the person as a result of the commission of the offence. 2006, c. 13, s. 1 (4).

Exception

(4) No person shall be charged with an offence under subsection (1) for failing to comply with or interference or obstruction in respect of an order that is retroactive to a date that is specified in the order, if the failure to comply, interference or obstruction is in respect of conduct that occurred before the order was made but is after the retroactive date specified in the order. 2006, c. 13, s. 1 (4).

Section Amendments with date in force (d/m/y)

2006, c. 13, s. 1 (4) - 30/06/2006

Orders in emergency

Purpose

7.1 (1) The purpose of this section is to authorize the Lieutenant Governor in Council to make appropriate orders when, in the opinion of the Lieutenant Governor in Council, victims of an emergency or other persons affected by an emergency need greater services, benefits or compensation than the law of Ontario provides or may be prejudiced by the operation of the law of Ontario. 2006, c. 13, s. 1 (5).

Order

(2) If the conditions set out in subsection (3) are satisfied, the Lieutenant Governor in Council may, by order made on the recommendation of the Attorney General, but only if the Lieutenant Governor in Council is of the opinion described in subsection (1),

- (a) temporarily suspend the operation of a provision of a statute, regulation, rule, by-law or order of the Government of Ontario; and
- (b) if it is appropriate to do so, set out a replacement provision to be in effect during the temporary suspension period only. 2006, c. 13, s. 1 (5).

Conditions

(3) The conditions referred to in subsection (2) are:

1. A declaration has been made under section 7.0.1.
2. The provision,

- i. governs services, benefits or compensation, including,
 - A. fixing maximum amounts,
 - B. establishing eligibility requirements,
 - C. requiring that something be proved or supplied before services, benefits or compensation become available,
 - D. restricting how often a service or benefit may be provided or a payment may be made in a given time period,
 - E. restricting the duration of services, benefits or compensation or the time period during which they may be provided,
 - ii. establishes a limitation period or a period of time within which a step must be taken in a proceeding, or
 - iii. requires the payment of fees in respect of a proceeding or in connection with anything done in the administration of justice.
3. In the opinion of the Lieutenant Governor in Council, the order would facilitate providing assistance to victims of the emergency or would otherwise help victims or other persons to deal with the emergency and its aftermath. 2006, c. 13, s. 1 (5).

Maximum period, renewals and new orders

- (4) The period of temporary suspension under an order shall not exceed 90 days, but the Lieutenant Governor in Council may,
- (a) before the end of the period of temporary suspension, review the order and, if the conditions set out in subsection (3) continue to apply, make an order renewing the original order for a further period of temporary suspension not exceeding 90 days;
 - (b) at any time, make a new order under subsection (2) for a further period of temporary suspension not exceeding 90 days. 2006, c. 13, s. 1 (5).

Further renewals

- (5) An order that has previously been renewed under clause (4) (a) may be renewed again, and in that case clause (4) (a) applies with necessary modifications. 2006, c. 13, s. 1 (5).

Effect of temporary suspension: time period

- (6) If a provision establishing a limitation period or a period of time within which a step must be taken in a proceeding is temporarily suspended by the order and the order does not provide for a replacement limitation period or period of time, the limitation period or period of time resumes running on the date on which the temporary suspension ends and the temporary suspension period shall not be counted. 2006, c. 13, s. 1 (5).

Effect of temporary suspension: fee

- (7) If a provision requiring the payment of a fee is temporarily suspended by the order and the order does not provide for a replacement fee, no fee is payable at any time with respect to things done during the temporary suspension period. 2006, c. 13, s. 1 (5).

Restriction

- (8) This section does not authorize,
- (a) making any reduction in respect of services, benefits or compensation;
 - (b) shortening a limitation period or a period of time within which a step must be taken in a proceeding; or
 - (c) increasing the amount of a fee. 2006, c. 13, s. 1 (5).

Section Amendments with date in force (d/m/y)

2002, c. 14, s. 11 - 15/04/2003

2003, c. 1, s. 14 (1-3) - 05/05/2003

2006, c. 13, s. 1 (5) - 30/06/2006

Orders, general**Commencement**

7.2 (1) An order made under subsection 7.0.2 (4) or 7.1 (2),

(a) takes effect immediately upon its making; or

(b) if it so provides, may be retroactive to a date specified in the order. 2006, c. 13, s. 1 (5).

Notice

(2) Subsection 23 (2) of the *Legislation Act, 2006* does not apply to an order made under subsection 7.0.2 (4) or 7.1 (2), but the Lieutenant Governor in Council shall take steps to publish the order in order to bring it to the attention of affected persons pending publication under the *Legislation Act, 2006*. 2006, c. 13, s. 2 (3).

General or specific

(3) An order made under subsection 7.0.2 (4) or 7.1 (2) may be general or specific in its application. 2006, c. 13, s. 1 (5).

Conflict

(4) In the event of conflict between an order made under subsection 7.0.2 (4) or 7.1 (2) and any statute, regulation, rule, by-law, other order or instrument of a legislative nature, including a licence or approval, made or issued under a statute or regulation, the order made under subsection 7.0.2 (4) or 7.1 (2) prevails unless the statute, regulation, rule, by-law, other order or instrument of a legislative nature specifically provides that it is to apply despite this Act. 2006, c. 13, s. 1 (5).

Chief Medical Officer of Health

(5) Except to the extent that there is a conflict with an order made under subsection 7.0.2 (4), nothing in this Act shall be construed as abrogating or derogating from any of the powers of the Chief Medical Officer of Health as defined in subsection 1 (1) of the *Health Protection and Promotion Act*. 2006, c. 13, s. 1 (5).

Limitation

(6) Nothing in this Act shall be construed or applied so as to confer any power to make orders altering the provisions of this Act. 2006, c. 13, s. 1 (5).

Same

(7) Nothing in this Act affects the rights of a person to bring an application for the judicial review of any act or failure to act under this Act. 2006, c. 13, s. 1 (5).

Occupational Health and Safety Act

(8) Despite subsection (4), in the event of a conflict between this Act or an order made under subsection 7.0.2 (4) and the *Occupational Health and Safety Act* or a regulation made under it, the *Occupational Health and Safety Act* or the regulation made under it prevails. 2006, c. 13, s. 1 (5).

Section Amendments with date in force (d/m/y)

2006, c. 13, s. 1 (5) - 30/06/2006; 2006, c. 13, s. 2 (3) - 19/10/2006

Lieutenant Governor in Council to formulate plan

8 The Lieutenant Governor in Council shall formulate an emergency plan respecting emergencies arising in connection with nuclear facilities, and any provisions of an emergency plan of a municipality respecting such an emergency shall conform to the plan formulated by the Lieutenant Governor in Council and are subject to the approval of the Solicitor General and the Solicitor General may make such alterations as he or she considers necessary for the purpose of co-ordinating the plan with the plan formulated by the Lieutenant Governor in Council. R.S.O. 1990, c. E.9, s. 8; 1999, c. 12, Sched. P, s. 6.

Section Amendments with date in force (d/m/y)

1999, c. 12, Sched. P, s. 6 - 04/02/2000

Other emergency plans

8.1 The Solicitor General may, if he or she thinks it is necessary or desirable in the interests of emergency management and public safety, formulate emergency plans respecting types of emergencies other than those arising in connection with nuclear facilities. 2002, c. 14, s. 12.

Section Amendments with date in force (d/m/y)

2002, c. 14, s. 12 - 15/04/2003

What plan may provide

9 An emergency plan formulated under section 3, 6 or 8 shall,

- (a) in the case of a municipality, authorize employees of the municipality or, in the case of a plan formulated under section 6 or 8, authorize public servants to take action under the emergency plan where an emergency exists but has not yet been declared to exist;
- (b) specify procedures to be taken for the safety or evacuation of persons in an emergency area;
- (c) in the case of a municipality, designate one or more members of council who may exercise the powers and perform the duties of the head of council under this Act or the emergency plan during the absence of the head of council or during his or her inability to act;
- (d) establish committees and designate employees to be responsible for reviewing the emergency plan, training employees in their functions and implementing the emergency plan during an emergency;
- (e) provide for obtaining and distributing materials, equipment and supplies during an emergency;
- (e.1) provide for any other matter required by the standards for emergency plans set under section 14; and
- (f) provide for such other matters as are considered necessary or advisable for the implementation of the emergency plan during an emergency. R.S.O. 1990, c. E.9, s. 9; 2002, c. 14, s. 13; 2006, c. 35, Sched. C, s. 32 (5).

Section Amendments with date in force (d/m/y)

2002, c. 14, s. 13 (1, 2) - 15/04/2003

2006, c. 35, Sched. C, s. 32 (5) - 20/08/2007

Public access to plans

10 Except for plans respecting continuity of operations or services, an emergency plan formulated under section 3, 6 or 8 shall be made available to the public for inspection and copying during ordinary business hours at an office of the municipality, ministry or branch of government, as the case may be. R.S.O. 1990, c. E.9, s. 10; 2009, c. 33, Sched. 9, s. 4.

Section Amendments with date in force (d/m/y)

2009, c. 33, Sched. 9, s. 4 - 15/12/2009

Protection from action

11 (1) No action or other proceeding lies or shall be instituted against a member of council, an employee of a municipality, an employee of a local services board, an employee of a district social services administration board, a minister of the Crown, a public servant or any other individual acting pursuant to this Act or an order made under this Act for any act done in good faith in the exercise or performance or the intended exercise or performance of any power or duty under this Act or an order under this Act or for neglect or default in the good faith exercise or performance of such a power or duty. 2006, c. 13, s. 1 (6); 2006, c. 35, Sched. C, s. 32 (6).

Crown not relieved of liability

(2) Despite subsections 5 (2) and (4) of the *Proceedings Against the Crown Act*, subsection (1) does not relieve the Crown of liability for the acts or omissions of a minister of the Crown or a public servant referred to in subsection (1) and the Crown is liable under that Act as if subsection (1) had not been enacted. 2006, c. 13, s. 1 (6); 2006, c. 35, Sched. C, s. 32 (7).

Municipality not relieved of liability

(3) Subsection (1) does not relieve a municipality of liability for the acts or omissions of a member of council or an employee of the municipality referred to in subsection (1), and the municipality is liable as if subsection (1) had not been enacted and, in the case of a member of council, as if the member were an employee of the municipality. 2006, c. 13, s. 1 (6).

Application of subs. (1)

(4) In the case of an order that is made retroactive to a date specified in the order, subsection (1) applies to an individual referred to in that subsection in respect of any act or any neglect or default that occurs before the order is made but on or after the date specified in the order. 2006, c. 13, s. 1 (6).

Definitions

(5) In this section,

“member of council” includes a member of a local board, a local services board or a district social service administration board; (“membre du conseil”)

“municipality” includes a local board of a municipality. (“municipalité”) 2006, c. 13, s. 1 (6).

Section Amendments with date in force (d/m/y)

1999, c. 12, Sched. P, s. 7 - 04/02/2000

2002, c. 14, s. 14 - 15/04/2003

2006, c. 13, s. 1 (6) - 30/06/2006; 2006, c. 35, Sched. C, s. 32 (6, 7) - 20/08/2007

Right of action

12 Where money is expended or cost is incurred by a municipality or the Crown in the implementation of an emergency plan or in connection with an emergency, the municipality or the Crown, as the case may be, has a right of action against any person who caused the emergency for the recovery of such money or cost, and for the purposes of this section, “municipality” includes a local board of a municipality and a local services board. R.S.O. 1990, c. E.9, s. 12; 1999, c. 12, Sched. P, s. 8.

Section Amendments with date in force (d/m/y)

1999, c. 12, Sched. P, s. 8 - 04/02/2000

Agreements

13 (1) The Solicitor General, with the approval of the Lieutenant Governor in Council, may make agreements with the Crown in right of Canada in respect of the payment by Canada to Ontario of any part of the cost to Ontario and to municipalities of the development and implementation of emergency management programs and the formulation and implementation of emergency plans. R.S.O. 1990, c. E.9, s. 13 (1); 2002, c. 14, s. 15.

Idem

(2) The Solicitor General, with the approval of the Lieutenant Governor in Council, may make agreements with the Crown in right of Canada and with the Crown in right of any other province for the provision of any personnel, service, equipment or material during an emergency. R.S.O. 1990, c. E.9, s. 13 (2).

Idem

(3) The council of a municipality may make an agreement with the council of any other municipality or with any person for the provision of any personnel, service, equipment or material during an emergency. R.S.O. 1990, c. E.9, s. 13 (3); 1999, c. 12, Sched. P, s. 9.

Section Amendments with date in force (d/m/y)

1999, c. 12, Sched. P, s. 9 - 04/02/2000

2002, c. 14, s. 15 - 15/04/2003

Action not an expropriation

13.1 (1) Nothing done under this Act or under an order made under subsection 7.0.2 (4) constitutes an expropriation or injurious affection for the purposes of the *Expropriations Act* or otherwise at law and there is no compensation for the loss, including a taking, of any real or personal property except in accordance with subsection (3). 2006, c. 13, s. 1 (7).

Payment of cost of assistance

(2) The Lieutenant Governor in Council may by order authorize the payment of the cost of providing any assistance that arises under this Act or as the result of an emergency out of funds appropriated by the Assembly. 2006, c. 13, s. 1 (7).

Compensation for loss of property

(3) If, as the result of making an order under subsection 7.0.2 (4), a person suffers the loss, including a taking, of any real or personal property, the Lieutenant Governor in Council may by order authorize the reasonable compensation of the person for the loss in accordance with such guidelines as may be approved by the Lieutenant Governor in Council. 2006, c. 13, s. 1 (7).

Compensation for municipalities

(4) Without limiting the generality of subsection (2), the Lieutenant Governor in Council may by order authorize the payment of the costs incurred by a municipality in respect of an order made under this Act out of funds appropriated by the Assembly. 2006, c. 13, s. 1 (7).

Section Amendments with date in force (d/m/y)

2006, c. 13, s. 1 (7) - 30/06/2006

Standards for emergency management programs and emergency plans

14 (1) The Solicitor General may make regulations setting standards for the development and implementation of emergency management programs under sections 2.1 and 5.1 and for the formulation and implementation of emergency plans under sections 3 and 6. 2002, c. 14, s. 16.

General or particular

(2) A regulation made under subsection (1) may be general or particular in its application. 2002, c. 14, s. 16.

Conformity to standards required

(3) Every municipality, minister of the Crown and designated agency, board, commission and other branch of government shall ensure that their emergency management programs and emergency plans conform to the standards set under this section. 2002, c. 14, s. 16.

Section Amendments with date in force (d/m/y)

2002, c. 14, s. 16 - 15/04/2003

Crown bound

15 This Act binds the Crown. 2006, c. 13, s. 1 (8).

Section Amendments with date in force (d/m/y)

2006, c. 13, s. 1 (8) - 30/06/2006

Français

[Back to top](#)

Français

Emergency Management and Civil Protection Act

ONTARIO REGULATION 380/04 STANDARDS

Consolidation Period: From December 31, 2004 to the [e-Laws currency date](#).

No amendments.

This is the English version of a bilingual regulation.

PART I MINISTRY STANDARDS

Emergency management program co-ordinator

1. (1) Every minister shall designate an employee of the ministry as the ministry's emergency management program co-ordinator and another employee as an alternate. O. Reg. 380/04, s. 1 (1).

(2) The emergency management program co-ordinator and the alternate emergency management program co-ordinator shall complete the training that is required by the Chief, Emergency Management Ontario. O. Reg. 380/04, s. 1 (2).

(3) The emergency management program co-ordinator shall co-ordinate the development and implementation of the ministry's emergency management program within the ministry and shall co-ordinate the ministry's emergency management program in so far as possible with the emergency management programs of other ministries, of municipalities and of organizations outside government that are involved in emergency management. O. Reg. 380/04, s. 1 (3).

(4) The emergency management program co-ordinator shall report to the ministry's emergency management program committee on his or her work under subsection (3). O. Reg. 380/04, s. 1 (4).

Emergency management program committee

2. (1) Every ministry shall have an emergency management program committee. O. Reg. 380/04, s. 2 (1).

(2) The committee shall be composed of,

- (a) the ministry's emergency management program co-ordinator;
- (b) a senior ministry official appointed by the minister; and
- (c) such ministry employees who are responsible for emergency management functions as may be appointed by the minister. O. Reg. 380/04, s. 2 (2).

(3) The senior ministry official appointed under clause (2) (b) shall be the chair of the committee. O. Reg. 380/04, s. 2 (3).

(4) The committee shall advise the minister on the development and implementation of the ministry's emergency management program. O. Reg. 380/04, s. 2 (4).

(5) The committee shall conduct an annual review of the ministry's emergency management program and shall make recommendations to the minister for its revision if necessary. O. Reg. 380/04, s. 2 (5).

Ministry action group

3. (1) Every ministry shall have a ministry action group. O. Reg. 380/04, s. 3 (1).

(2) The group shall be composed of,

- (a) each deputy minister of the ministry or their designates;
- (b) the senior ministry official appointed to the ministry's emergency management program committee under clause 2 (2) (b);
- (c) the ministry's emergency management program co-ordinator; and
- (d) such other ministry employees as may be appointed by the minister. O. Reg. 380/04, s. 3 (2).

(3) The senior ministry official who is a member of the group pursuant to clause (2) (b) may also be a deputy minister's designate to the group under clause (2) (a). O. Reg. 380/04, s. 3 (3).

(4) The members of the group shall complete the annual training that is required by the Chief, Emergency Management Ontario. O. Reg. 380/04, s. 3 (4).

(5) The group shall direct the ministry's response in an emergency, including the implementation of the ministry's emergency plan. O. Reg. 380/04, s. 3 (5).

(6) The group shall develop procedures to govern its responsibilities in an emergency. O. Reg. 380/04, s. 3 (6).

(7) The group shall conduct an annual practice exercise for a simulated emergency incident in order to evaluate the ministry's emergency plan and its own procedures. O. Reg. 380/04, s. 3 (7).

(8) If determined necessary as a result of the evaluation under subsection (7), the group shall revise its procedures and shall make recommendations to the minister for the revision of the ministry's emergency plan. O. Reg. 380/04, s. 3 (8).

(9) A member of the group must be available to be contacted on a 24-hour a day basis seven days a week. O. Reg. 380/04, s. 3 (9).

(10) The group may at any time seek the advice and assistance of the following:

1. Officials or employees of any ministry.
2. Officials or employees of any other level of government who are involved in emergency management.
3. Representatives of organizations outside government who are involved in emergency management.
4. Persons representing industries that may be involved in emergency management. O. Reg. 380/04, s. 3 (10).

Emergency operations centre

4. (1) Every minister shall establish an emergency operations centre to be used by the ministry action group in an emergency. O. Reg. 380/04, s. 4 (1).

(2) The emergency operations centre must have appropriate technological and telecommunications systems to ensure effective communication in an emergency. O. Reg. 380/04, s. 4 (2).

Emergency information officer

5. (1) Every minister shall designate an employee of the ministry as the ministry's emergency information officer. O. Reg. 380/04, s. 5 (1).

(2) The emergency information officer shall act as the primary media and public contact for the ministry in an emergency. O. Reg. 380/04, s. 5 (2).

Ministry co-ordination

6. (1) Despite subsections 1 (1), 2 (1), 3 (1), 4 (1) and 5 (1), two or three ministers whose ministries have not been assigned additional responsibility for a specific type of emergency under subsection 6 (1) of the Act may jointly do any one or more of the following:

1. Designate one employee of one of the ministries as emergency management program co-ordinator for the ministries and one employee of one of the ministries as an alternate.
2. Establish a joint emergency management program committee for the ministries.
3. Establish a joint ministry action group for the ministries.
4. Establish a joint emergency operations centre for the ministries.
5. Designate one employee of one of the ministries as emergency information officer for the ministries. O. Reg. 380/04, s. 6 (1).

(2) Subsections 1 (2) to (4) apply with necessary modifications to the emergency management program co-ordinator and alternate emergency management program co-ordinator for the ministries. O. Reg. 380/04, s. 6 (2).

(3) The joint emergency management program committee shall be composed of,

- (a) the ministries' emergency management program co-ordinator;
- (b) a senior official of one of the ministries appointed jointly by the ministers; and
- (c) such employees of the ministries who are responsible for emergency management functions as may be appointed jointly by the ministers. O. Reg. 380/04, s. 6 (3).

(4) Subsections 2 (3) to (5) apply with necessary modifications to the joint emergency management program committee. O. Reg. 380/04, s. 6 (4).

(5) The joint ministry action group shall be composed of,

- (a) each deputy minister of the ministries or their designates;
- (b) the senior ministry official appointed to the joint emergency management program committee under clause (3) (b);

- (c) the ministries' emergency management program co-ordinator; and
- (d) such other employees of the ministries as may be appointed jointly by the ministers. O. Reg. 380/04, s. 6 (5).
- (6) Subsections 3 (3) to (10) apply with necessary modifications to the joint ministry action group. O. Reg. 380/04, s. 6 (6).
- (7) Section 4 applies with necessary modifications to the joint emergency operations centre. O. Reg. 380/04, s. 6 (7).
- (8) Subsection 5 (2) applies with necessary modifications to the emergency information officer for the ministries. O. Reg. 380/04, s. 6 (8).
- (9) If two ministers designate one employee of one of the ministries as emergency management program co-ordinator for the ministries and one employee of one of the ministries as an alternate, but do not establish a joint emergency management program committee for the ministries or do not establish a joint ministry action group for the ministries, the ministries' emergency management program co-ordinator shall serve on one of the ministries' emergency management program committee or ministry action group, as the case may be, and the ministries' alternate emergency management program co-ordinator shall serve on the other ministry's emergency management program committee or ministry action group, as the case may be, as determined jointly by the ministers. O. Reg. 380/04, s. 6 (9).
- (10) If three ministers designate one employee of one of the ministries as emergency management program co-ordinator for the ministries and one employee of one of the ministries as an alternate, but do not establish a joint emergency management program committee for the ministries or do not establish a joint ministry action group for the ministries, the ministers shall jointly appoint a second alternate emergency management program co-ordinator for the ministries and the ministries' emergency management program co-ordinator, alternate and second alternate shall each serve on the emergency management program committee or ministry action group, as the case may be, for one of the ministries, as determined jointly by the ministers. O. Reg. 380/04, s. 6 (10).

Emergency plan

- 7.** The emergency plan that a minister is required to formulate under subsection 6 (1) of the Act shall be composed of,
 - (a) a continuity of operations plan, as described in section 8 of this Regulation; and
 - (b) if the minister's ministry has been assigned additional responsibility for a specific type of emergency under subsection 6 (1) of the Act, an emergency response plan for the specific type of emergency, as described in section 9 of this Regulation. O. Reg. 380/04, s. 7.

Continuity of operations plan

- 8.** A continuity of operations plan shall,
 - (a) assign responsibilities to ministry employees, by position, for continuity planning and implementation;
 - (b) identify the critical functions and services for which the minister is responsible;
 - (c) assess the importance of the systems, infrastructure, assets and resources used in providing the critical functions and services for which the minister is responsible;
 - (d) establish priorities for the resumption of any services that are made temporarily unavailable by an emergency;
 - (e) contain a communications strategy;
 - (f) contain an information technology plan; and
 - (g) contain a strategy for the resumption of services. O. Reg. 380/04, s. 8.

Emergency response plan for specific types of emergencies

- 9.** An emergency response plan for a specific type of emergency shall,
 - (a) assign responsibilities to ministry employees, by position, respecting implementation of the emergency response plan;
 - (b) set out the procedures for notifying the members of the ministry action group of the emergency;
 - (c) set out the procedures for alerting the public of the emergency and for keeping the public informed throughout the emergency; and
 - (d) be co-ordinated in so far as possible with the emergency response plans of other ministries. O. Reg. 380/04, s. 9.

PART II MUNICIPAL STANDARDS

Emergency management program co-ordinator

- 10.** (1) Every municipality shall designate an employee of the municipality or a member of the council as its emergency management program co-ordinator. O. Reg. 380/04, s. 10 (1).

(2) The emergency management program co-ordinator shall complete the training that is required by the Chief, Emergency Management Ontario. O. Reg. 380/04, s. 10 (2).

(3) The emergency management program co-ordinator shall co-ordinate the development and implementation of the municipality's emergency management program within the municipality and shall co-ordinate the municipality's emergency management program in so far as possible with the emergency management programs of other municipalities, of ministries of the Ontario government and of organizations outside government that are involved in emergency management. O. Reg. 380/04, s. 10 (3).

(4) The emergency management program co-ordinator shall report to the municipality's emergency management program committee on his or her work under subsection (3). O. Reg. 380/04, s. 10 (4).

Emergency management program committee

11. (1) Every municipality shall have an emergency management program committee. O. Reg. 380/04, s. 11 (1).

(2) The committee shall be composed of,

(a) the municipality's emergency management program co-ordinator;

(b) a senior municipal official appointed by the council;

(c) such members of the council, as may be appointed by the council;

(d) such municipal employees who are responsible for emergency management functions, as may be appointed by the council; and

(e) such other persons as may be appointed by the council. O. Reg. 380/04, s. 11 (2).

(3) The persons appointed under clause (2) (e) may only be,

(a) officials or employees of any level of government who are involved in emergency management;

(b) representatives of organizations outside government who are involved in emergency management; or

(c) persons representing industries that may be involved in emergency management. O. Reg. 380/04, s. 11 (3).

(4) The council shall appoint one of the members of the committee to be the chair of the committee. O. Reg. 380/04, s. 11 (4).

(5) The committee shall advise the council on the development and implementation of the municipality's emergency management program. O. Reg. 380/04, s. 11 (5).

(6) The committee shall conduct an annual review of the municipality's emergency management program and shall make recommendations to the council for its revision if necessary. O. Reg. 380/04, s. 11 (6).

Municipal emergency control group

12. (1) Every municipality shall have a municipal emergency control group. O. Reg. 380/04, s. 12 (1).

(2) The emergency control group shall be composed of,

(a) such officials or employees of the municipality as may be appointed by the council; and

(b) such members of council as may be appointed by the council. O. Reg. 380/04, s. 12 (2).

(3) The members of the group shall complete the annual training that is required by the Chief, Emergency Management Ontario. O. Reg. 380/04, s. 12 (3).

(4) The group shall direct the municipality's response in an emergency, including the implementation of the municipality's emergency response plan. O. Reg. 380/04, s. 12 (4).

(5) The group shall develop procedures to govern its responsibilities in an emergency. O. Reg. 380/04, s. 12 (5).

(6) The group shall conduct an annual practice exercise for a simulated emergency incident in order to evaluate the municipality's emergency response plan and its own procedures. O. Reg. 380/04, s. 12 (6).

(7) If determined necessary as a result of the evaluation under subsection (6), the group shall revise its procedures and shall make recommendations to the council for the revision of the municipality's emergency response plan. O. Reg. 380/04, s. 12 (7).

(8) The group may at any time seek the advice and assistance of the following:

1. Officials or employees of any level of government who are involved in emergency management.

2. Representatives of organizations outside government who are involved in emergency management.

3. Persons representing industries that may be involved in emergency management. O. Reg. 380/04, s. 12 (8).

Emergency operations centre

13. (1) Every municipality shall establish an emergency operations centre to be used by the municipal emergency control group in an emergency. O. Reg. 380/04, s. 13 (1).

(2) The emergency operations centre must have appropriate technological and telecommunications systems to ensure effective communication in an emergency. O. Reg. 380/04, s. 13 (2).

Emergency information officer

14. (1) Every municipality shall designate an employee of the municipality as its emergency information officer. O. Reg. 380/04, s. 14 (1).

(2) The emergency information officer shall act as the primary media and public contact for the municipality in an emergency. O. Reg. 380/04, s. 14 (2).

Emergency response plan

15. (1) The emergency plan that a municipality is required to formulate under subsection 3 (1) of the Act shall consist of an emergency response plan. O. Reg. 380/04, s. 15 (1).

(2) An emergency response plan shall,

(a) assign responsibilities to municipal employees, by position, respecting implementation of the emergency response plan; and

(b) set out the procedures for notifying the members of the municipal emergency control group of the emergency. O. Reg. 380/04, s. 15 (2).

PART III STANDARDS FOR DESIGNATED ENTITIES

Ministry standards apply to designated agencies, boards, commissions, branches

16. (1) Part I applies with necessary modifications to an agency, board, commission or other branch of government designated by the Lieutenant Governor in Council. O. Reg. 380/04, s. 16 (1).

(2) For the purpose of subsection (1), a reference in Part I to a minister or ministry shall be read as a reference to the agency, board, commission or other branch of government and a reference to a deputy minister shall be read as a reference to the chair of the agency, board, commission or the head of the other branch of government. O. Reg. 380/04, s. 16 (2).

17. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION). O. Reg. 380/04, s. 17.

Français

Back to top

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**BY-LAW NUMBER 2017-149****BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO ENTER INTO A TRANSFER PAYMENT AGREEMENT WITH THE MINISTRY OF TRANSPORTATION FOR THE PUBLIC TRANSIT INFRASTRUCTURE FUND.**

WHEREAS Sections 8, 9, and 11 of the Municipal Act, 2001, S.O. 2001, Chapter 25 and amendments thereto provides that every municipal Corporation may pass by-laws for the purpose of governing its affairs as it considers appropriate; and

WHEREAS the Corporation of the City of Clarence-Rockland intends to sign an agreement with the Ministry of Transportation for the Public Transit Infrastructure Fund Phase One;

NOW THEREFORE the Council of the City of Clarence-Rockland enacts as follows:

- 1. THAT** the Municipal Council authorizes the Mayor and the Chief Administrative Officer to sign the Transfer Payment Agreement in respect of Public Transit Infrastructure Fund with the Ministry of Transportation for the province of Ontario; and
- 2. THAT** the agreement be in the form hereto annexed and marked as Schedule "A" to this by-law; and
- 3. THAT** this by-law shall come into force on the day of its adoption and shall remain in force until it is repealed.

READ, PASSED AND ADOPTED BY COUNCIL THIS 20TH DAY OF NOVEMBER, 2017.

Guy Desjardins, Mayor

Monique Ouellet, Clerk

**PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT**

THIS TRANSFER PAYMENT AGREEMENT for the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) (the “Agreement”), made in quadruplicate, is effective as of the Effective Date (both “Agreement” and “Effective Date” as defined in section A.1.2 (Definitions)).

B E T W E E N:

Her Majesty the Queen in right of Ontario

as represented by the Minister of Transportation for the Province of Ontario

(the “Province”)

- and -

Corporation of the City of Clarence-Rockland

(the “Recipient”)

BACKGROUND

The Government of Canada announced in its Budget 2016 an investment of \$120 billion in infrastructure over 10 years, including \$60 billion in new funding for public transit, green infrastructure, and social infrastructure, to better meet the needs of Canadians and better position Canada’s economy for the future.

The 2016 Federal Budget proposes to provide \$11.9 billion in transit infrastructure over five years, which includes funding under a new federal program entitled Public Transit Infrastructure Fund (“PTIF”, as defined in section A.1.2 (Definitions)), to upgrade and improve public transit systems. Phase One of the PTIF commits approximately \$3.4 billion across Canada, to be distributed on the basis of transit ridership.

Canada (as defined in section A.1.2 (Definitions)) has agreed, under the PTIF and corresponding Bilateral Agreement (as defined in section A.1.2 (Definitions)) between Canada and Ontario, to provide up to \$1,486,680,000 for projects to help accelerate short term investments while supporting the rehabilitation of transit systems and fund studies to support longer term transit expansion plans in Ontario.

Under the Bilateral Agreement, the Province has agreed to identify projects, municipal and provincial, and be responsible for the transfer of PTIF funds to eligible municipalities pursuant to transfer payment agreements.

The Recipient has been allocated Maximum Funds (as defined in section A.1.2 (Definitions)).

The Recipient has applied to the Province for PTIF funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions) and further described in Schedule "C" (Project Description, Budget and Timelines)), a public transit infrastructure project.

The Province has submitted, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project to Canada for approval.

Canada has approved the Project and agreed to provide PTIF funds for the Project.

The Agreement sets out the terms and conditions upon which PTIF funds, up to the Maximum Funds, will be provided to the Recipient for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties (as defined in section A.1.2 (Definitions)) agree as follows:

1.0 ENTIRE AGREEMENT

- 1.1 The Agreement, including:
- Schedule "A" - General Terms and Conditions
 - Schedule "B" - Project Specific Information
 - Schedule "C" - Project Description, Budget and Timelines
 - Sub-schedule "C.1" - Program Funding Request
 - Schedule "D" - Reporting
 - Schedule "E" - Eligible Expenditures and Ineligible Expenditures
 - Schedule "F" - Evaluation
 - Schedule "G" - Communications Protocol
 - Schedule "H" - Disposal of and Revenues from Assets
 - Schedule "I" - Aboriginal Consultation Protocol
 - Schedule "J" - Requests for Payment and Payment Procedures
 - Sub-schedule "J.1" - Form of Request for Payment Form
 - Sub-schedule "J.2" - Form of Certificate from Recipient
 - Sub-schedule "J.3" - Form of Declaration of Sub-project Completion
 - Sub-schedule "J.4" - Form of Certificate from Professional Engineer
 - Schedule "K" - Committee
 - Schedule "L" - Public Transit Infrastructure Fund (PTIF) Attestation Form, and any amending agreement entered into as provided for in Article 3.0 (Amending the Agreement),

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

2.0 COUNTERPARTS

- 2.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.0 AMENDING THE AGREEMENT

- 3.1 Subject to sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed below.

4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges that:
- (a) by receiving Funds (as defined in section A.1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Public Sector Salary Disclosure Act, 1996* (Ontario) and the *Auditor General Act* (Ontario);
 - (b) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada; and
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
 - (c) although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities and benefits (together referred to as "Rights") undertaken or given to Canada in the Agreement, a third-party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement; and
 - (d) the Province and Canada, respectively, are not responsible for carrying out the Project.

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Transportation for the
Province of Ontario

Date

Name: Steven Del Duca
Title: Minister

**CORPORATION OF THE CITY OF CLARENCE-
ROCKLAND**

Date

Name: Guy Desjardins
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Helen Collier
Title: Chief Administrative Officer

I have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) in the event of a conflict or inconsistency between any of the requirements of:
 - (i) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
 - (ii) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail; or
 - (iii) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

"Aboriginal Community" as the meaning ascribed to it in section I.1.1 (Definitions).

"Aboriginal Consultation Record" as the meaning ascribed to it in section I.1.1 (Definitions).

"Agreement" means this Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between the Province and the Recipient as described in Article 1.0 (Entire Agreement).

"Asset" means any real or personal property or immovable or movable asset, acquired, contracted, rehabilitated or improved, in whole or in part, with Funds.

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the Project, or both.

“Bilateral Agreement” means the Canada-Ontario Bilateral Agreement “Public Transit Infrastructure Fund” entered into between Canada and Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and made on July 29, 2016.

“Budget” means the budget described in Sub-schedule “C.1” (Program Funding Request).

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Committee” has the meaning ascribed to it in section A.32.1 (Establishment of Committee).

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for the Project in return for financial consideration.

“Declaration of Sub-project Completion” means the Declaration of Sub-project Completion attached as Sub-schedule “J.3” (Form of Declaration of Sub-project Completion).

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs of the Project incurred by the Recipient and eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada),

Canadian Environmental Assessment Act, 2012 (Canada), Fisheries Act (Canada) and Navigation Protection Act (Canada).

“Event of Default” has the meaning ascribed to it in section A.14.1 (Event of Default).

“Expiry Date” means the date on which the Agreement will expire and is the date provided for in Schedule “B” (Project Specific Information).

“Final Progress Report” means the Final Progress Report described in Article D.3.0 (Progress Reports and Final Progress Report).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.14 (Retention of Contribution) and Article J.7.0 (Holdback).

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Canada, respectively, their respective ministers, officers, servants, agents, appointees and employees.

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as provided for in Schedule “B” (Project Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.14.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.14.4 (Recipient Not Remedying).

“Outcomes Progress Reports” means the Outcomes Progress Reports described in Article D.4.0 (Outcomes Progress Reports).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program” means the program established by the Province to identify projects under the PTIF and enter into agreements, including the Agreement, with recipients of PTIF funds.

“Progress Reports” means the Progress Reports described in Article D.3.0 (Progress Reports and Final Progress Report).

“Project” means the undertaking described in Sub-schedule “C.1” (Program Funding Request).

“Project Evaluation” means the project evaluation described in Article F.1.0 (Project Evaluation).

“Project Incrementality” means that the Funds are added to the funding already planned by the Government of Ontario through its 2016 Budget or municipalities in the Province of Ontario as part of provincial and municipal infrastructure plans, to allow Ontario and municipalities to carry out more infrastructure projects or to accelerate those that they had already planned.

“PTIF” means the Public Transit Infrastructure Fund established by Canada to help accelerate short term investments while supporting the rehabilitation of transit systems and funding studies to support longer term transit expansion plans.

“Reports” means the reports described in Schedule “D” (Reporting).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Sub-project” means a project described in Sub-schedule “C.1” (Program Funding Request).

“Sub-project Completion” means when a Sub-project can be used for the purpose for which it is intended, and all required Reports and other reports and documents, including declarations and certificates, in respect of the Sub-project have been submitted to the Province.

“Sub-project Completion Date” means the Sub-project completion date indicated on the Declaration of Sub-project Completion.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for the Project.

“Timelines” means the Project schedule described in Sub-schedule “C.1” (Program Funding Request).

“Total Financial Assistance” means the total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A.2.3 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;

- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties and Covenants).

A.3.0 TERM OF THE AGREEMENT

A.3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation or Funds from Canada), or Article A.14.0 (Event of Default, Corrective Action and Termination for Default).

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds, which will be no greater than 50% of the total Eligible Expenditures, for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:

- (i) resides at a Canadian financial institution; and
- (ii) is in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to the other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide:
 - (i) any Funds to the Recipient unless the Recipient fulfils all of the special conditions listed in section A.34.1 (Special Conditions); and
 - (ii) instalments of Funds unless the Province and Canada are satisfied with the progress of the Project;
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.1 (Preparation and Submission); and
- (c) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature or, under the Bilateral Agreement, funds from Canada for any payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project or Budget, or both; or
 - (ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada).

A.4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, any ministry, department, agency, or organization of the Government of Ontario or the Government of Canada.

- A.4.4 Province's and Canada's Roles Limited to Providing Funds.** The Parties acknowledge that the Province's role in a Project is limited to providing PTIF funds it receives from Canada to the Recipient for the Project, and that the Province and Canada will have no involvement in the implementation of the Project or its operation. The Province and Canada are neither decision-makers nor administrators of the Project.
- A.4.5 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- A.4.6 Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Recipient the repayment of an amount equal to the interest.
- A.4.7 Maximum Funds.** The Recipient acknowledges that:
- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
 - (b) if Canada's total contribution from all federal sources, including the Funds, towards the Project exceeds 50% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and
 - (c) if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% of the total Project costs, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.
- A.4.8 Disclosure of Other Financial Assistance and Adjustments.** The Recipient will inform the Province promptly of all financial assistance received for the Project.
- A.4.9 Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- A.4.10 Recipient's Acknowledgement of Responsibility for Project.** The Recipient will assume full responsibility for the Project including, without limitation:

- (a) complete, diligent and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all the costs of the Project including, without limitation, unapproved expenditures and overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Project; and
- (d) the responsibility for undertaking, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

A.4.11 Increase in Project Costs. If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

A.4.12 Recipient’s Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.13 Project Incrementality. The Recipient acknowledges, as attested in the Public Transit Infrastructure Fund (PTIF) Attestation Form attached as Schedule “L” (Public Transit Infrastructure Fund (PTIF) Attestation Form), that funding for the Project is conditional upon the Project meeting the definition of Project Incrementality.

A.4.14 Retention of Contribution. The Province will retain a minimum of 10% of the funding for the Project (“Holdback”). The Province will release the amount retained when:

- (a) the Recipient fulfils all of its obligations under the Agreement; and
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances.

A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS

A.5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply to the extent applicable with:
 - (i) its policies and procedures; and
 - (ii) trade agreements, including the Agreement on Internal Trade and the Trade and Cooperation Agreement between Ontario and Québec.

A.5.2 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.2(a);
- (b) compliance with all applicable Requirements of Law including, without limitation, labour and human rights legislation; and
- (c) the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to inspect and audit the terms of any Contract, record and account respecting the Project and have free and timely access to the Project sites, facilities and any documentation, as contemplated pursuant to section A.7.3 (Inspection), are secured.

A.5.3 Disposal. The Recipient agrees that any disposal of Asset including, without limitation, the sale, lease, encumbrance or any other disposition of any Asset, will be in accordance with the terms and conditions provided for in Schedule "H" (Disposal of and Revenues from Assets).

A.6.0 CONFLICT OF INTEREST

A.6.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A.6.2 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

A.6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A.7.0 REPORTING, ACCOUNTING AND REVIEW

A.7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reporting), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized representative of the Recipient.

A.7.2 Record Maintenance and Audit.

- (a) The Recipient will keep and maintain:

- (i) proper, accurate, and in a manner consistent with generally accepted accounting principles financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Funds or otherwise to the Project;
- (ii) all non-financial documents and records relating to the Funds or otherwise to the Project; and
- (iii) the accounts, records and other documents described in paragraphs A.7.2(a)(i) and (ii) for at least seven years after the expiry or termination of the Agreement.

A.7.3 Inspection. The Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may, at the Province's or Canada's respective expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A.7.2 (Record Maintenance and Audit);
- (b) remove any copies made pursuant to paragraph A.7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A.7.4 Disclosure. To assist in respect of the rights provided for in section A.7.3 (Inspection), the Recipient will disclose any information requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, and will do so in the form requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, as the case may be.

A.7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient's records.

A.7.6 Auditor General (Ontario/Canada). For greater certainty, the Province's rights under this Article A.7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.1 of the *Auditor General Act* (Ontario) and the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

- A.7.7 **Third Parties.** The Recipient shall coordinate access with any Third Party for the purpose of the inspections and audits described in section A.7.3 (Inspection).
- A.7.8 **Project Evaluation.** The Recipient agrees to conduct and submit to the Province or Canada, as applicable, Project-related information following the evaluation procedures provided for in Article F.1.0 (Project Evaluation).
- A.7.9 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.10 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware and that will compromise wholly, or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

- A.8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support for the Project as provided for in Schedule "G" (Communications Protocol).

A.9.0 FIPPA, MFIPPA, AIA AND INFORMATION SHARING WITH CANADA

- A.9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- A.9.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- A.9.3 **AIA.** The Recipient acknowledges that Canada is bound by the *Access to Information Act* (Canada) and that any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.4 Information Sharing with Province and Canada. The Recipient acknowledges that:

- (a) the Province or Canada may request additional information from the Recipient including, without limitation, information for the purpose of any determination under Article A.30.0 (Environmental Assessment) and Article A.31.0 (Aboriginal Consultation); and
- (b) the Province may share any information it receives from the Recipient pursuant to the Agreement with Canada.

A.10.0 INDEMNITY

A.10.1 Indemnification of the Province and Canada. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions (whether in contract, tort, or otherwise), claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, 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, in any way arising out of (whether directly or indirectly) or in connection with the Project, the Recipient or the Agreement (collectively, "Action"), unless such Action is solely caused by the negligence or wilful misconduct of an Indemnified Party in the performance of his or her duty.

A.10.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A.10.3 Province's Election. The Province or Canada, or both, may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement or Canada under the Bilateral Agreement, at law or in equity. The Province, Canada or the Recipient, as applicable, participating in the defence will do so by actively participating with the other's counsel.

A.10.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the Province's or Canada's, as applicable, prior written approval or waiver for this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any proceeding, the Province or Canada, as applicable, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A.10.5 Recipient's Co-operation. If the Province or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province or Canada, as applicable, to the fullest extent possible in the proceedings and any related settlement negotiations.

A.10.6 Province and Canada Limitation of Liability. The Province and Canada, respectively, will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any reduction or termination of funding in response to the reduction of any appropriation or departmental funding levels in respect of transfer payments, PTIF or otherwise, as evidenced by any appropriation act or the provincial or federal Crown's main or supplementary estimates expenditures.

A.11.0 INSURANCE

A.11.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence and policy aggregate. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A.11.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided in section A.11.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance); and

- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A.12.0 TERMINATION ON NOTICE

A.12.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.12.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.12.2(b); and
 - (ii) subject to section A.4.7 (Maximum Funds), provide Funds to the Recipient to cover such costs.

A.13.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS FROM CANADA

A.13.1 Termination Where No Appropriation or Funds from Canada. If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds from Canada, as applicable, for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A.13.2 Consequences of Termination Where No Appropriation or Funds from Canada. If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;

- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A.13.2(b).

A.13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to paragraph A.13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A.14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.14.1 Event of Default. If, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Project;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A.7.1(b),

this event will constitute an Event of Default.

A.14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;

- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A.14.3 Opportunity to Remedy. If, in accordance with paragraph A.14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A.14.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A.14.2(a), (c), (d), (e), (f), (g), (h), and (i).

A.14.5 When Termination Effective. Termination under this Article A.14.0 (Event of Default, Corrective Action and Termination for Default) will take effect as provided for in the Notice.

A.15.0 FUNDS AT THE END OF A FUNDING YEAR

A.15.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A.14.0 (Event of Default, Corrective Action and Termination for Default),

if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A.16.0 FUNDS UPON EXPIRY

A.16.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

A.17.0 REPAYMENT

A.17.1 Repayment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A.17.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

A.17.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A.17.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address provided for in Schedule "B" (Project Specific Information) for the contact information for the purposes of Notice to the Province.

A.17.5 Failure to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.18.0 NOTICE

A.18.1 Notice in Writing and Addresses. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B" (Project Specific Information), or as either Party later designates to the other by Notice.

A.18.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

A.18.3 Postal Disruption. Despite paragraph A.18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

A.19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A.19.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A.20.0 SEVERABILITY OF PROVISIONS

A.20.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any

other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A.21.0 WAIVER

- A.21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.18.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.22.0 INDEPENDENT PARTIES

- A.22.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A.23.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

A.24.0 GOVERNING LAW

- A.24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.25.0 FURTHER ASSURANCES

- A.25.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things

necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.26.0 JOINT AND SEVERAL LIABILITY

A.26.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, the Recipient agrees that, and will require the same of each entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.27.0 RIGHTS AND REMEDIES CUMULATIVE

A.27.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.28.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A.29.0 SURVIVAL

A.29.1 Survival. The Parties' rights and obligations, which by their nature, extend beyond the termination of the Agreement including, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will survive any expiry or termination of the Agreement and continue in full force and effect: Articles 1.0 (Entire Agreement), 3.0 (Amending the Agreement), A.1.0 (Interpretation and Definitions) and any other

applicable definitions, paragraph A.4.2(c), sections A.4.6 (Interest), A.5.3 (Disposal), A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.2 (Record Maintenance and Audit), A.7.3 (Inspection), A.7.4 (Disclosure), A.7.5 (No Control of Records), A.7.6 (Auditor General (Ontario/Canada), A.7.7 (Third Parties), A.7.8 (Project Evaluation), A.7.9 (Calculations), Articles A.8.0 (Communications Requirements), A.10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation or Funds from Canada), A.13.3 (No Additional Funds), A.14.1 (Events of Default), paragraphs A.14.2(d), (e), (f), (g) and (h), Articles A.16.0 (Funds Upon Expiry), A.17.0 (Repayment), A.18.0 (Notice), and A.20.0 (Severability of Provisions), section A.23.2 (Agreement Binding), and Articles A.24.0 (Governing Law), A.26.0 (Joint and Several Liability), A.27.0 (Rights and Remedies Cumulative), A.28.0 (Failure to Comply with Other Agreements), and A.29.0 (Survival).

A.30.0 ENVIRONMENTAL ASSESSMENT

- A.30.1 **Responsibility of Federal/Responsible Authority.** Without limitation to the Recipient's obligations for compliance with Environmental Laws and for greater clarity, the Recipient agrees to ensure that the responsibility of the federal authority or responsible authority, or both, under the *Canadian Environmental Assessment Act, 2012* and applicable agreements between Canada and Aboriginal groups are met and continues to be met to Canada's satisfaction.
- A.30.2 **Funding Conditional upon Meeting Environmental Assessment Requirements.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada or both, as applicable, being satisfied that the requirements under this Article (Environmental Assessment) have been met.

A.31.0 ABORIGINAL CONSULTATION

- A.31.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).
- A.31.2 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada, or both, being satisfied that their respective obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

A.32.0 COMMITTEE

- A.32.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").
- A.32.2 **Notice of Establishment of Committee.** Upon Notice from the Province, at the Province's sole discretion, the Parties agree to hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.32.1 (Establishment of Committee).

A.33.0 DISPUTE RESOLUTION

- A.33.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.33.2 **Examination by the Committee and Parties.** The Parties agree, if a contentious issue arises and a Committee has been established under section A.32.1 (Establishment of Committee), to refer the contentious issue to the Committee for examination. In the absence of a Committee, the Parties agree to examine the contentious issue.
- A.33.3 **Potential Dispute Resolution by Committee.** The Parties agree that the Committee or the Parties will, as applicable and in good faith, reasonably attempt to resolve potential disputes as soon as possible and, in any event, within, if the Committee, 30 Business Days, or, if the Parties, 90 Business Days of receipt of a Notice of a contentious issue.
- A.33.4 **Potential Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.33.5 **Exploration of Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.33.6 **Suspension of Payments.** Any payments related to any contentious issue or dispute raised by either Party may be suspended by the Province, together with the obligations related to such issue, pending resolution.

A.34.0 SPECIAL CONDITIONS

- A.34.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient providing the Province with:

- (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement and naming the authorized representatives of the Recipient for the Agreement;
 - (ii) the certificate of insurance or other proof as the Province may request pursuant to section A.11.2 (Proof of Insurance); and
 - (iii) the necessary information, including a void cheque or a bank letter, to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution.
- (b) prior to submitting a request for payment under the Agreement, the Recipient providing the Province with written confirmation that the Recipient,
- (i) is in compliance with the Environmental Laws, including the Recipient's obligation under Article A.30.0 (Environmental Assessment), and obtained all necessary approvals and permits;
 - (ii) has, if applicable, met the requirements under Article A.31.0 (Aboriginal Consultation); and
 - (iii) has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with, if the Recipient does not own the land on which the Project is carried out, each of the land-owners upon which the Project is carried out.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.34.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION

Maximum Funds	\$200,701.00
Expiry Date	March 31, 2020
Contact information for the purposes of Notice to the Province	<p>Address: Public Transit Infrastructure Fund Phase One Municipal Transit Policy Office Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8</p> <p>Phone: 416-585-6312 Fax: 416-585-7343 Email: PTIF@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Administrative Assistant Address: 1560 Laurier Street Rockland, ON K4K 1P7</p> <p>Phone: 613-446-6022 ext. 2247 Fax: 613-446-1497 Email: mpaquette@clarence-rockland.com</p>
Authorized Representative of the Province for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting)	Position: Manager, Municipal Transit Policy Office

<p>Authorized Representative designated by the Recipient for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting)</p>	<p>Position: Director of Community Services</p>
<p>Contact Information for the authorized representative of the Recipient to respond to requests from the Province related to the Agreement</p>	<p>Position: Director of Community Services Address: 1560 Laurier Street Rockland, ON K4K 1P7 Phone: 613-446-6022 ext. 2236 Fax: 613-446-1497 Email: pboucher@clarence-rockland.com</p>

SCHEDULE "C"

PROJECT DESCRIPTION, BUDGET AND TIMELINES

C.1.0 PROJECT DESCRIPTION, BUDGET AND TIMELINES

C.1.1 **Project Description.** The Recipient will carry out the Project described in Sub-schedule "C.1" (Program Funding Request).

C.1.2 **Budget and Timelines.** The Recipient will carry out the Project within the Budget and Timelines described in Sub-schedule "C.1" (Program Funding Request).

C.2.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET AND TIMELINES

C.2.1 **Minor Changes to the Project Description, Budget and Timelines.** Subject to section C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines), the Parties agree that minor changes, as determined by the Province at its sole discretion, may be made to the Project description, Budget and Timelines.

C.2.2 **Amending Agreement for Minor Changes to the Project Description, Budget and Timelines.** Any change made to the Project description, Budget and Timelines, pursuant to section C.2.1 (Minor Changes to the Project Description, Budget and Timelines), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule "B" (Project Specific Information).

SUB-SCHEDULE "C.1" PROGRAM FUNDING REQUEST

Project Information				Federal Land		Financial Information						Project Objectives			Incrementality	Risk Assessment		
Project Title	Project Description	Eligible Investments Category	Project Nature	Forecasted Start Date (YYYY/MM/DD)	Forecasted End Date (YYYY/MM/DD)	Project Located on Federal Land (Y/N)	Total Project Cost	Total Eligible Cost	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)	Increased Capacity or Lifespan of the Asset (Y/N)	Enhanced Service (Y/N)	Improved Environmental Outcomes (Y/N)	Evidence of Incrementality (Y/N)	Risk Factors
1001 St. Ontario 107	Modernization of existing public transit infrastructure (Paving Park H, Ride lot)	The proposed project of paving the nearly 4 000 square meter Park H Ride lot is aimed to improve the public transportation users' accessibility and safety as well as overall experience. The durability and minimal upkeep of pavement will also reduce the annual maintenance costs, which were estimated at approximately \$10 500 in 2015 (paving, calcium and labour). The project's first step is to go to tender to receive bids from firms. The tender would include engineer design plan, preconstruction survey, removal of existing granular installation and replacement with new concrete. The project would take approximately 2 weeks. 2015 statistics show that 3 575 users parked at the lot over 232 days of transit for an average of 15 users per day. The project is located on the existing paved Park H Ride location (11 km away) as it is not City-owned property. It should be noted that the City does not have an erosion and sediment control plan at that location over the same period for an average of 42 users per day. These users will be moved to park at the 11500 Laurier St. location which will increase the usage to the 11500 Laurier St. location. The project is located on the existing paved Park H Ride location (11 km away) as it is not City-owned property. The City of Clarence-Rockland's Public Transit Infrastructure cuts down on automobile usage which in turn lessens the environmental impact and the riders' carbon footprint.	I Capital project for the rehabilitation, optimization and modernization of public transit infrastructure or that improve the efficiency accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing infrastructure). Guidance, maintenance and storage facilities, transit stations or other public transit infrastructure or that improve the efficiency accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing infrastructure).	Rehabilitation	2017-07-17	2017-08-04	N	\$ 378 702.11	\$ 378 702.11	\$ 180 351.55		\$ 180 351.55			Y	Y	Y	Site Safety Erect barriers to ensure traffic and pedestrian control and pedestrian control during the paving work. Erosion and Sediment Control Create and maintain erosion and sediment control plan. Contingency Create and maintain contingency of the funds in case of unforeseen work Weather
	Enhancement of existing active transit infrastructure (Paving pedestrian path)	The proposed project of paving the 230 meter pedestrian path from the residential neighbourhood to the bus shelter located at 687 Laurier Street is aimed to improve the public transportation users' accessibility, safety and convenience. When the path is paved, it would ensure year-round access as 4 months of the year the path is closed due to snow and salted in the winter months. The project's first step is to go to tender to receive bids from firms. The tender would include engineer design plan, preconstruction survey, removal of existing granular installation and replacement with new concrete. The project would take approximately 5 days to complete. 2015 statistics show that 10 010 riders were picked up at the 687 Laurier Street bus shelter over 232 days of transit. For an average of 43 users per day, the vast majority is said to use the pedestrian path during the spring, summer and fall months.	I Capital project for the rehabilitation, optimization and modernization of public transit infrastructure or that improve the efficiency accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing infrastructure). Guidance, maintenance and storage facilities, transit stations or other public transit infrastructure or that improve the efficiency accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing infrastructure).	Rehabilitation	2017-10-02	2017-10-06	N	\$ 22 700.00	\$ 22 700.00	\$ 11 350.00		\$ 11 350.00			Y	Y	Y	Site Safety Erect barriers to ensure pedestrian control during the paving work. Erosion and Sediment Control Create and maintain erosion and sediment control plan. Contingency Create and maintain contingency of the funds in case of unforeseen work Weather
							\$ 401 402.11	\$ 401 402.11	\$ 200 701.55	\$ 200 701.55	\$ 200 701.55	\$ 200 701.55	\$ 200 701.55					

SCHEDULE “D” REPORTING

D.1.0 DEFINITION

D.1.1 **Definition.** For the purposes of this Schedule “D” (Reporting):

“**Reporting Guidelines**” means the reporting provided by the Province that provides direction to the Recipient on completing Reports.

D.2.0 REPORTING

D.2.1 **Types of and Timelines for Reports.** The Recipient will submit Progress Reports, Outcomes Progress Reports and a Final Progress Report to the Province for each Sub-project as required and within the timelines in Schedule “J” (Requests for Payment and Payment Procedures).

D.2.2 **Description of Reports.** The Progress Reports and Final Progress Report are described in Article D.3.0 (Progress Reports and Final Progress Report) and the Outcomes Progress Reports are described in Article D.4.0 (Outcomes Progress Reports).

D.3.0 PROGRESS REPORTS AND FINAL PROGRESS REPORT

D.3.1 **Format and Information for Progress Reports and Final Progress Report.** The Recipient will submit to the Province each Progress Report and Final Progress Report in a format acceptable to the Province. The Recipient will use the Reporting Guidelines provided by the Province in submitting each Progress Report and Final Progress Report. Also, each Progress Report and Final Progress Report will include the information described in the template below. For greater clarity, references to “Project” in the template refer to “Sub-project” as defined in the Agreement. The use of the term “Project” is for consistency with templates the Province has received from Canada pursuant to the Bilateral Agreement.

Project Information			
Unique Project ID	Ultimate Recipient Legal Name	Project Title	Project Description

Financial Information						
Total Project Cost	Total Eligible Cost	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)

Claim Information		
Total Incurred Eligible Cost	Total Claimed To Date (including This claim)	Amount Claimed

Progress Information				
Federal Signage Installed (Y/N)	Forecasted Start Date (Updated from Project List) (YYYY/MM/DD)	Forecasted End Date (Updated from Project List) (YYYY/MM/DD)	Actual Start Date (YYYY/MM/DD)	Actual End Date (YYYY/MM/DD)

Progress Information			Risk Assessment	
Progress Towards Completion (%)	Project Complete? (Y/N)	Progress Note	Risk Factors (Updated from Project List)	Mitigation Measures

D.4.0 OUTCOMES PROGRESS REPORTS

D.4.1 Format and Information for Outcomes Progress Reports. The Recipient will submit to the Province each Outcomes Progress Report in a format acceptable to the Province. The Recipient will use the Reporting Guidelines provided by the Province in submitting each Outcomes Progress Report. Also, each Outcomes Progress Report will include the information described in the template below in paragraph D.4.1 (a) (Baseline Data and Results on Progress on Outcomes Template).

(a) Baseline Data and Results on Progress on Outcomes Template

The Recipient will provide the baseline data for the performance indicators identified below to the Province for the first Outcomes Progress Report.

Except for the first Outcomes Progress Report, the Recipient will provide the results on outcomes based on the performance indicators identified below for all Outcomes Progress Reports.

For greater clarity and for consistency with tables Ontario has received from Canada pursuant to the Bilateral Agreement, references to:

- "Project/project" in the table below refer to "Sub-project" as defined in the Agreement;
- "funded investments", "funded" and "funding" in the table below refer to "Funds" as defined in the Agreement; and
- "PTIF recipient" in the table below refer to "Recipient" as defined in the Agreement.

PTIF Outcome		PTIF Indicator	Baseline data	This section to be updated at each reporting cycle	
				Result	# of Projects Affected
				Provide cumulative results on completed projects from start of Program	
1	Projects that support modernization	Number of funded transit system projects that have incorporated modern, innovative technology	Not applicable, baseline is zero		
2	Funded plans are being implemented	Number of funded plans or studies that led to informed decisions on investments	Not applicable, baseline is zero		

3	Improved rehabilitation	Average number of years of useful life remaining on applicable transit assets, extended as a result of funded investments			
4		Percentage of assets that have improved their physical condition rating as a result of funding			
5		Average percentage decrease in unplanned service interruptions per month (not related to weather) that can be attributed to funded investments			
6	Increased safety	Number of funded transit system projects that have added safety features or equipment	Not applicable, baseline is zero		
7		Estimated percentage decrease in incidents (collision and non-collision) that can be attributed to funded investments			
8	Increased accessibility	Average increase in the percentage of transit system fleets that are low-floor accessible, as a result of funding			
9	Improved efficiency	Average life cycle cost of applicable transit system assets after completion of funded investments			
10		Average litres of fuel per passenger-kilometre after completion of funded investments			

11		Total estimated cubic-meters of natural gas saved as a result of funded investments			
12		Total estimated kilowatt-hours saved as a result of funded investments			
13	Transit systems are expanding	Total of new passenger-kilometres travelled as a result of funded system expansion projects			
14		Number of early works projects that lay the foundation for future transit system expansion (additional indicator)	Not applicable, baseline is zero		
15		Number of funded projects that support active transportation (additional indicator)	Not applicable, baseline is zero		
16	Projects are Incremental	Total value of capital expenditures for transit projects by PTIF recipient			

D.5.0 ABORIGINAL CONSULTATION RECORD

D.5.1 Inclusion of Aboriginal Consultation Record. The Recipient agrees to include, if consultation with Aboriginal Communities is required, in its Progress Reports any Aboriginal Consultation Record.

D.6.0 RISK ASSESSMENT

D.6.1 Further Details on Risk Assessment. Upon the Province's written request and at the sole discretion of the Province, the Recipient will provide further details on the risk assessment it provides in any of its Sub-project Progress Reports.

D.7.0 CHANGES TO SCHEDULE "D" (REPORTING)

D.7.1 Minor changes to the Reporting. Subject to section D.7.2 (Amending Agreement for Minor Changes to the Reporting), the Parties agree that minor changes to this Schedule "D" (Reporting), as determined by the Province at its sole discretion, may be made.

D.7.2 Amending Agreement for Minor Changes to the Reporting. Any change made to this Schedule "D" (Reporting), pursuant to section D.7.1 (Minor Changes to the Reporting), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule "B" (Project Specific Information).

SCHEDULE "E"

ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 DEFINITIONS

E.1.1 Definitions. For the purposes of this Schedule "E" (Eligible Expenditures and Ineligible Expenditures):

"Eligible Investments" means the Eligible Investments described in section E.2.2 (Eligible Investments).

"Ineligible Expenditures" means the costs of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in this Schedule "E" (Eligible Expenditures and Ineligible Expenditures).

E.2.0 ELIGIBLE EXPENDITURES AND ELIGIBLE INVESTMENTS

E.2.1 Eligible Expenditures Date of Effect. Eligible Expenditures can begin to accrue as of April 1, 2016.

E.2.2 Eligible Investments. The following are Eligible Investments:

- (a) capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility or safety, or both, of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, transit stations or other public transit capital assets, refurbishment or replacement of existing rolling stock, intelligent transportation systems and replacement or enhancement of transit stations);
- (b) expenditures to support the asset management capacity of a public transit system;
- (c) expenditures to support the design and planning for the expansion and improvements to public transit systems, including transportation demand management measures and studies and pilot projects related to innovative and transformative technologies; and
- (d) projects for system expansion, which may include active transportation, if they can be completed within the PTIF timeframe.

E.2.3 Scope of Eligible Expenditures. Eligible Expenditures are the direct costs which are, in the Province's opinion, properly and reasonably incurred by the Recipient for the Project between April 1, 2016 and March 31, 2019 and Eligible Investments. Eligible Expenditures incurred between the period of April 1, 2018 and March 31, 2019 will be subject to the prior written approval of Canada and the Province and limited to a maximum of 25% of the Maximum Funds. Eligible Expenditures include only the following:

- (a) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project, excluding the costs identified under Article E.3.0 (Ineligible Expenditures);
- (b) costs of Aboriginal consultation and, where appropriate, accommodation;
- (c) costs of construction carried out in-house by the Recipient; and
- (d) other costs that, in the opinion of the Province, are considered to be necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.

E.3.0 INELIGIBLE EXPENDITURES

E.3.1 Scope of Ineligible Expenditures. Unless a cost is considered an Eligible Expenditure pursuant to section E.2.3 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.3.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.3.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Expenditures:

- (a) costs incurred prior to April 1, 2016 and costs incurred after March 31, 2019, unless otherwise approved pursuant to paragraph E.2.3(d);
- (b) except as otherwise specified in the Agreement and at the Province's sole discretion, costs incurred for cancelled Projects;
- (c) land acquisition;
- (d) leasing land, buildings and other facilities;
- (e) leasing equipment other than equipment directly related to the construction of the Project;
- (f) real estate fees and related costs;
- (g) financing charges;
- (h) legal fees and loan interest payments, including those related to easements (e.g., surveys);
- (i) any goods and services costs which are received through donations or in kind;
- (j) taxes for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- (k) costs associated with operating expenses and regularly scheduled maintenance work;
- (l) costs incurred by the Recipient for the purpose of the Project Evaluation; and
- (m) other costs which are not specifically listed as Eligible Expenditures under Article E.2.0 (Eligible Expenditures and Eligible Investments) and which, in the opinion of the Province, are considered to be ineligible.

E.3.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;

- (b) costs related to Project evaluation, including the Project Evaluation, and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (d) costs associated with general planning studies, including the Recipient's Official Plan and Transportation Master Plan;
- (e) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
- (f) costs of any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Project;
- (g) carrying costs incurred on the funding share of any funding partner other than the Province;
- (h) costs associated with municipal staff travel and any Third Party;
- (i) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (j) legal costs incurred by the Recipient; and
- (k) Recipient's upgrades not expressly approved by the Province;

E.3.3 Costs Over and Above Project Scope. Activities undertaken as part of the Project that are over and above the scope of the Project will not be funded under the Agreement. These costs include, but are not limited to:

- (a) upgrading of municipal services and utilities that is over and above relocation or replacement that is necessitated for the Project;
- (b) upgrades to materials and design beyond existing municipal standards; and
- (c) corridor and urban design enhancements over and above those that are described for the Project.

SCHEDULE “F” EVALUATION

F.1.0 PROJECT EVALUATION

F.1.1 Recipient’s Participation in Project Evaluation. The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in an evaluation of the Program or PTIF, or both, during and after the Term. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for the purpose of the evaluation.

F.1.2 Results of Project Evaluation(s). The result of the Project evaluation(s) carried under section F.1.1 (Recipient’s Participation in Project Evaluation) will be made available to the public.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Communications Activities**” include, but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

“**Joint Communications**” are events, news releases, and signage that relate to the promotion of the Program, PTIF or Project and are collaboratively developed and approved by Canada, Ontario and the Recipient, and are not operational in nature.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement with respect to Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed that the Project helps improve their quality of life and about its benefits.

G.3.2 **Factors to Consider.** The Communications Activities undertaken to recognize funding under the Agreement will take into account the financial value and duration of the Project and the feasibility of Joint Communications for Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada will have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications related to the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of Canada's Contribution.** All Joint Communications material will be approved by the Province and Canada, and will recognize Canada's contribution under Schedule "A" (General Terms and Conditions) or the Total Financial Assistance, or both, received for the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 20 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada has the right to communicate information to Canadians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through its own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general PTIF messaging and an overview of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and if web- or social-media based, from linking to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Province and the Recipient are solely responsible for operational communications with respect to the Project, including but not limited to: calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

- G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada should significant media inquiries be received or emerging media or stakeholder issues arise in respect of a Project or the PTIF.

G.8.0 SIGNAGE

- G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Project.

- G.8.2 **Federal Funding Recognition.** Unless otherwise agreed by Canada, the Province or the Recipient will produce and install a sign to recognize Canada's funding at the Project site in accordance with current federal signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize Canada's contribution and will be approved by Canada.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's contribution will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.
- G.8.6 **Size of Sign.** If erected, signage recognizing Canada's contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.
- G.8.8 **Canada's Recognition in Documents.** In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's financial contribution received for the Project.
- G.9.0 COMMUNICATING WITH RECIPIENT**
- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign related to the Agreement or the Project. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the sponsoring Party or Canada will inform the other Party or Canada of its intention no less than 21 Business Days prior to the campaign launch.

SCHEDULE "H"

DISPOSAL OF AND REVENUES FROM ASSETS

H.1.0 DEFINITIONS

H.1.1 Definitions. For the purposes of this Schedule "H" (Disposal of and Revenues from Assets):

"Fiscal Year" means the period beginning April 1 of a year and ending March 31 of the following year.

"Local Government" means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

H.2.0 DISPOSAL OF ASSETS

H.2.1 Gas Tax Funds Implications. Despite section H.2.2 (Repayment) and unless the Province otherwise requires in writing, the Recipient agrees that the terms and conditions under the Ministry of Transportation Dedicated Gas Tax Funds for Public Transportation Program (the "Dedicated Gas Tax Program") will apply to any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with funds from the Dedicated Gas Tax Program, in addition to the Funds, if the Recipient proposes to sell, lease, encumber or use in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any such Asset.

H.2.2 Repayment. Subject to sections H.2.1 (Gas Tax Funds Implications) and H.2.3 (Reinvestment), the Recipient undertakes to notify the Province in writing, 180 days in advance if, at any time during a period of five years from the Expiry Date, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with Funds, other than to Canada, the Province, a Crown agent of the Province or Canada, or a Local Government or, with the Province's written consent, any other entity. Upon disposition, unless the Province otherwise consents in writing, the Recipient hereby undertakes to reimburse the Province, forthwith on demand, a proportionate amount of the Province's contribution, in the proportion set out below:

Where Asset sold, leased, encumbered, used in a manner other than described in the Agreement, or otherwise disposed of within:	Return of Funds (in current dollars)
Up to five years after the Expiry Date	100%
More than five years after the Expiry Date	0%

H.2.3 Reinvestment. Notwithstanding the foregoing, if the Recipient disposes of any Asset, directly or indirectly, during the five year period noted in section H.2.2 (Repayment) and replaces it with an asset of equal or greater value, the Recipient may, in lieu of the repayment provided for in section H.2.2 (Repayment) and with the Province's prior written consent, reinvest the proceeds from the disposal into the replacement asset.

H.3.0 REVENUES FROM ASSETS

H.3.1 Revenues. The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing, within 90 days of the end of a Fiscal Year, if any Asset is used in a way that, in the Fiscal Year, revenues generated from the Asset exceeded the Recipient's operating expenses. In such instance, the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the Asset. This obligation will apply only to the first five complete Fiscal Years following the Expiry Date.

H.4.0 DEDUCTION FROM FINANCIAL ASSISTANCE

H.4.1 Deduction by Province. The Province may deduct any amount of funds to be repaid by the Recipient under this Schedule "H" (Disposal of and Revenues from Assets) from the financial assistance payable on any other current or future project(s) of the Recipient under any other provincial program(s).

SCHEDULE "I"

ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

"Aboriginal Community" includes First Nation, Métis and Inuit communities or peoples of Canada.

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

"Aboriginal Consultation Record" means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient to, in consultation with the Province or Canada, or both, develop and comply with an Aboriginal consultation plan ("**Aboriginal Consultation Plan**").

I.2.2 **Procedural Aspects of Consultation.** If consultation with an Aboriginal Community is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, provide the Recipient with an initial list of the communities the Recipient may consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the Province's or Canada's sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

- I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.4.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

- I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

- I.4.2 Direction from the Province and Contracts.** The Recipient will provide in any Contract for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

SCHEDULE "J"

REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule "J" (Requests for Payment and Payment Procedures):

"Final Payment" means the final payment by the Province to the Recipient for each Sub-project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The Recipient agrees that the procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient agrees to submit its requests for payment to the Province in a diligent and timely manner.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient agrees to submit each Sub-project request for payment for Eligible Expenditures to the Province semi-annually and on a date to be specified by the Province at its sole discretion, and, subject to paragraph K.4.1 (f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form, using the form provided in Sub-schedule "J.1" (Form of Request for Payment Form), fully and accurately completed by an authorized representative of the Recipient;
- (b) for each request for payment, except for the Final Payment, a Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (c) for each request for payment, except for the Final Payment, a certification, using the form of certificate provided in Sub-schedule "J.2" (Form of Certificate from Recipient), by an authorized representative of the Recipient;

- (d) for each request for Final Payment, a Declaration of Sub-project Completion, using the form provided in Sub-schedule "J.3" (Form of Declaration of Sub-project Completion), by an authorized representative of the Recipient;
- (e) for each request for Final Payment, the Final Progress Report and last Outcomes Report, acceptable to the Province, for the period to which the request for payment relates;
- (f) for each request for Final Payment for new and expansion Sub-projects, if applicable in the opinion of the Province and in addition to the Declaration of Sub-project Completion, a certification, using the form of certificate provided in Sub-schedule "J.4" (Form of Certificate from Professional Engineer), by a professional engineer;
- (g) if the Province so requests, a copy of all documentation provided to the Recipient by the authorized representative of the Recipient or professional engineer, or both, for the certification or declaration, as applicable, in paragraphs J.3.1 (c), (d) and (f); and
- (h) such other information as the Province may request.

J.4.0 PAYMENTS

- J.4.1 Payment by the Province.** Subject to the terms and conditions of the Agreement, including the Province receiving the necessary annual appropriation from the Ontario Legislature or funds from Canada, or both, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

- J.5.1 Timing.** The Recipient will submit all requests for payment prior to September 1, 2019.
- J.5.2 No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after September 1, 2019.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

- J.6.1 Final Reconciliation and Adjustments.** For each Sub-project, following delivery of the completed Declaration of Sub-project Completion, confirming achievement of Sub-project Completion, the Final Progress Report and last Outcomes Progress

Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of the Sub-project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

- J.7.1 **Holdback.** For each Sub-project, the Province may pay to the Recipient up to 90% of its contribution under the Agreement prior to final adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments). Subject to Paragraph A.4.1 (a), the Province will pay the Holdback when the final reconciliation and all adjustments are made in accordance with Article J.6.0 (Final Reconciliation and Adjustments), and in accordance with Article J.8.0 (Final Payment).

J.8.0 FINAL PAYMENT

- J.8.1 **Final Payment.** Upon completion of the final reconciliation and all adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement and paragraph A.4.2(c), to pay the Recipient the remainder of its contribution for the Sub-project together with the Holdback contemplated pursuant to Article J.7.0 (Holdback).

SUB-SCHEDULE "J.1"
FORM OF REQUEST FOR PAYMENT FORM
PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT

REQUEST FOR PAYMENT FORM

PART 1: RECIPIENT INFORMATION

Recipient Name:	_____	Date: _____
Recipient Contact and Phone Number:	_____	
Project Title:	_____	
Unique Project ID:	_____	
Total Project Cost:	_____	
Total Eligible Cost:	_____	
Period Covered by Claim:	_____	
Project Claim #:	_____	

Date of Invoice	Period of Work Performed		Vendor Name	Date Paid	Description of Cost	Eligibility Category per Schedule "E" (Eligible Expenditures and Ineligible Expenditures)
	From	To				

[illegible]

PART 3: SUMMARY OF COSTS INCURRED	
Amount Claimed (\$)	
Total Incurred Eligible Cost	
Total Claimed To Date	

Recommended for payment request:

Date

[insert/print the name and title of the Recipient's authorized representative]

I have authority to bind the Recipient.

Recommended for payment:

Date

[insert/print the name of the Director]

Director, Transit Policy Branch

SUB-SCHEDULE "J.2"
FORM OF CERTIFICATE FROM RECIPIENT

PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM RECIPIENT

TO: Public Transit Infrastructure Fund Program
Municipal Transit Policy Office
Ontario Ministry of Transportation
777 Bay St., 30th Floor
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office
Email: PTIF@ontario.ca
Telephone No.: 416-585-6312
Facsimile No.: 416-585-7343

FROM: **[insert address of the Recipient's authorized representative]**

Attention: **[insert the name and title of the Recipient's authorized representative]**
Email: **[insert email address of the Recipient's authorized representative]**
Telephone No.: **[insert telephone number of the Recipient's authorized representative]**
Facsimile No.: **[insert facsimile number of the Recipient's authorized representative]**

RE: **Public Transit Infrastructure Fund (PTIF) Phase One (Ontario)**
Transfer Payment Agreement - Sub-project [insert the Sub-project unique ID and title]

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
 - b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.34.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;
 - c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the cost and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement; and
 - d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act.
2. The information in respect of the Sub-project **[insert the Sub-project unique ID and title]** that is contained in the attached Request for Payment Form, Progress Report and Outcomes Progress Report is true and accurate.
3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.

The Recipient hereby requests a payment in the amount of \$ _____ on account of the Province's contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20____.

(Signatures)

Name:

Title:

[insert name and title of the Recipient's authorized representative]

Witness Name:

Title:

I have authority to bind the Recipient.

SUB-SCHEDULE "J.3"
FORM OF DECLARATION OF SUB-PROJECT COMPLETION
PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT

DECLARATION OF SUB-PROJECT COMPLETION

TO: Public Transit Infrastructure Fund Program
Municipal Transit Policy Office
Ontario Ministry of Transportation
777 Bay St., 30th Floor
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office
Email: PTIF@ontario.ca
Telephone No.: 416-585-6312
Facsimile No.: 416-585-7343

FROM: **[insert address of the Recipient's authorized representative]**

Attention: **[insert the name and title of the Recipient's authorized representative]**
Email: **[insert email address of the Recipient's authorized representative]**
Telephone No.: **[insert telephone number of the Recipient's authorized representative]**
Facsimile No.: **[insert facsimile number of the Recipient's authorized representative]**

RE: **Public Transit Infrastructure Fund (PTIF) Phase One (Ontario)**
Transfer Payment Agreement - Sub-project [insert the Sub-project unique ID and title]

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:

- a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
- b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.34.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;
- c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the cost and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
- d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
- e. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
 - i. has reached Sub-project Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the "**Sub-project Completion Date**");
 - ii. was carried out by _____ **[insert the name of the prime contractor]**, between _____ **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;
 - iii. was supervised and inspected by qualified staff;
 - iv. conforms with the plans, specifications and other documentation for the work;
 - v. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;

- vi. conforms with Schedule "C" (Project Description, Budget and Timelines) to the Agreement, except as the Province has otherwise approved in advance and in writing; and
 - vii. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule "A" (General Terms and Conditions) to the Agreement to comply with industry standards.
2. The information in respect of the Sub-project **[insert the Sub-project unique ID and title]** that is contained in the attached Request for Payment Form, Final Progress Report and last Outcomes Progress Report is true and accurate.
 3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
 4. The value of completed work on the Sub-project is \$ _____ **[insert the amount in Canadian dollars]**.

The Recipient hereby requests a payment in the amount of \$ _____ on account of the Province's contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Title:

[insert name and title of the Recipient's authorized representative]

I have authority to bind the Recipient.

Witness Name:

Title:

SUB-SCHEDULE "J.4"
FORM OF CERTIFICATE FROM PROFESSIONAL ENGINEER
PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM PROFESSIONAL ENGINEER

TO: Public Transit Infrastructure Fund Program
Municipal Transit Policy Office
Ontario Ministry of Transportation
777 Bay St., 30th Floor
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office
Email: PTIF@ontario.ca
Telephone No.: 416-585-6312
Facsimile No.: 416-585-7343

FROM: **[insert the address of the professional engineer]**

Attention: **[insert the name and title of the professional engineer]**
Email: **[insert the email address of the professional engineer]**
Telephone No.: **[insert the telephone number of the professional engineer]**
Facsimile: **[insert the facsimile number of professional engineer]**

RE: **Public Transit Infrastructure Fund (PTIF) Phase One (Ontario)**
Transfer Payment Agreement - Sub-project [insert the Sub-
project unique ID and title]

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert the name and title of the professional engineer]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. the work for the new or expansion Sub-project **[insert the Sub-project unique ID and title]**:
 - a. has reached Sub-project Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the "**Sub-project Completion Date**");
 - b. was carried out by **[insert the name of the prime contractor]**, between **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;
 - c. was supervised and inspected by qualified staff;
 - d. conforms with the plans, specifications and other documentation for the work;
 - e. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
 - f. conforms with Schedule "C" (Project Description, Budget and Timelines) to the Agreement, except as the Province has otherwise approved in advance and in writing;
 - g. conforms with the requirements provided for in paragraph A.4(10(d) of Schedule "A" (General Terms and Conditions) to the Agreement to comply with industry standards; and

- h. can be completed by **[insert either March 31, 2018 or, if Canada and the Province have provided their prior written approval, the approved date]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day
of _____, 20_____.

(Signatures)

Name:

Title:

**[insert name and title of
the professional engineer]**

Witness Name:

Title:

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province establishes a Committee, pursuant to section A.32.1 (Establishment of Committee), within 60 days of the Effective Date, at the Province's sole discretion, the Parties will hold an initial meeting to establish a committee to oversee the Agreement (the “Committee”). The Committee's mandate will expire on the Expiry Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as member of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, to replace him or her will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) within 30 days of its initial meeting, establish rules and procedures with respect to its meetings and those of any of its sub-committees, including and consistent with those in this Schedule “K” (Committee);

- (b) meet at least two times a year, and at other times at the request of a co-chair; and
- (c) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 **Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring compliance of the implementation of the Agreement including, without limitation, the implementation of Schedule "G" (Communications Protocol), with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues/disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, review requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule "K" (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee's mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, agendas and minutes of meetings of the Committee and its subcommittees, and contracts;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes to the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information and outcomes data related to Schedule "D" (Reporting).

**LEFT INTENTIONALLY
BLANK**

**SCHEDULE "L"**

CORPORATION
de la Cité de / of the City of
CLARENCE-ROCKLAND

I, Pierre Boucher, Director of Community Services (Public Transit), attest that the Federal funding will support only Eligible Expenditures and that the Projects on the Project List meet the provisions as specified in the Bilateral Agreement.

The Project Incrementality has been met since the project would not have been undertaken without the federal funding.

Dated, this 13 day of October 2016

Pierre Boucher
 Director, Community Services

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NO. 2017-150

BEING A BY-LAW TO AMEND THE RATE OF SPEED BY-LAW ON HIGHWAYS UNDER THE JURISDICTION OF THE CITY OF CLARENCE-ROCKLAND.

WHEREAS section 128 (2) of the *Highway Traffic act, R.S.O. 1990, c. H.8* provides that a municipality may, for motor vehicles driven on a highway or portion of highway under its jurisdiction, by by-law prescribe a rate of speed no greater than 100 kilometers per hour and may prescribe different rates of speed for different times of day; and

WHEREAS By-law No. 2009-108, adopted on the 10th day of August 2009, prescribes the rate of speed within the City of Clarence-Rockland; and

WHEREAS the Council of the City of Clarence-Rockland deems it expedient to amend By-law No. 2009-108 to reduce the speed on certain streets further to the receipt of a petition;

NOW THEREFORE, the Council of the City of Clarence-Rockland hereby enacts as follows:

1. THAT Schedule "I" to By-law No. 2009-108, entitled RATE OF SPEED – 40 KM/H DESIGNATION, be amended to add the following:

<u>Column 1</u> <u>Highway</u>	<u>Column 2</u> <u>Between</u>	<u>Column 3</u> <u>Max. Km/h</u>
Giroux Street	Laurier St. & Rockland Public School	40 km
Chamberland North	County Rd 17 & Catherine St.	40 km
Catherine Street	Edwards St. & Chamberland North	40 km

2. THAT Schedule "I" to By-law No. 2009-108, entitled RATE OF SPEED – 50 KM/H DESIGNATION, be amended to delete the following:

<u>Column 1</u> <u>Highway</u>	<u>Column 2</u> <u>Between</u>	<u>Column 3</u> <u>Max. Km/h</u>
Catherine Street	Edwards St. & Du Château Av.	50 km
Giroux Street	Laurier St. & Rockland Public School	50 km

3. THAT this by-law shall come into effect on the day it is adopted by Council.

READ, PASSED AND ADOPTED IN OPEN COUNCIL THIS 20TH DAY OF NOVEMBER, 2017.

Guy Desjardins, Mayor

Monique Ouellet, Clerk



Speed Calming Chamberland North and Giroux Street

Date	27/10/2017
Submitted by	Julian Lenhart
Subject	Speed Calming Chamberland North, Catherine and Giroux Street
File N°	Click here to enter text.

REPORT N°

INF2017-076

1) **NATURE/GOAL :**

The purpose of this report is, in keeping with Council direction, to provide members of Council with the costs associated with implementing traffic calming measures along Giroux Street, Chamberland North Street and Catherine Street as well as the costs to initiate a City-wide speed revision for all streets. .

2) **DIRECTIVE/PREVIOUS POLICY :**

At its September 18, 2017 meeting, Council received petitions from residents of Giroux Street, Chamberland North Street and Catherine Street to implement traffic calming measures to reduce the traffic speed. After discussion and review of these petitions, Council requested staff to bring back a report for consideration identifying the cost and recommendations for implementing these measures

3) **DEPARTMENT'S RECOMMENDATION :**

Whereas petitions were submitted by the residents of Giroux Street, Chamberland North Street and Catherine Street requesting that Council implement traffic calming measures and reduce the posted speed limit to 30 km/h at the earliest possible date; and

Whereas the Department does not recommend lowering the speed limits nor recommend the implementation of traffic calming measures along Giroux Street, Chamberland North Street and Catherine Street;

THAT Committee of the Whole recommends that Council does not approve lowering the speed limits or implementation of traffic calming measures along Giroux Street, Chamberland North Street and Catherine Street.

Attendu que des pétitions ont été présentées par les résidents de la rue Giroux, de la rue Chamberland Nord et de la rue Catherine demandant au conseil d'appliquer des mesures de modération de la circulation et de réduire la limite de vitesse affichée à 30 km / h le plus tôt possible; et

Attendu que le Département ne recommande pas de réduire les limites de vitesse ni la mise en place de mesures de modération de la circulation le long de la rue Giroux, de la rue Chamberland Nord et de la rue Catherine;

QUE le Comité plénier recommande au Conseil de ne pas approuver une réduction des limites de vitesse ou la mise en place de mesures de modération de la circulation le long de la rue Giroux, de la rue Chamberland Nord et de la rue Catherine.

4) **BACKGROUND :**

The maximum speed limit within the built-up areas of the City is 50 km/h, which is consistent with the requirements of the Provincial Traffic Act. In some instances, to deal with safety issues such as speeding, the City has lowered the speed limit or has implemented traffic calming measures.

Where warranted the City has typically lowered the speed limits to 40 km/h or implemented traffic calming measures such as speed humps and pedzones. Such measures have been implemented along Giroux Street and Catherine Street.

5) **DISCUSSION :**

The process to analyse requests to reduce speed limits and the implementation of traffic calming measures has not been formally established. Notwithstanding this fact, staff has used best practices in order to determine whether or not calming measures are required. The process used is as follows;

Traffic and speed counts

When such a request is made staff uses existing traffic and speed data if it is not dated of more than one year. When existing data is outdated or is nonexistent staff installs traffic counters to update and complete the data.

The Department considers that speeding occurs if 85% of the traffic recorded has a speed count above the posted speed limit. In this case for all three roads the speed limits is 50 km/h.

Traffic calming measure

When it is found that no speeding is recorded, the department does not recommend the implementation of traffic calming measures. When speeding occurs, on the other hand, the Department recommends implementing traffic calming measures in the order; from the least intrusive measure such as stencilling on asphalt to a more intrusive one such as pedzones or speed humps.

It must be noted that these measures have operational impacts that vary from low to high. Stencilling has the lowest operational impact. Pedzones and Speed hump, on the other hand, have a high operational impact and are time consuming for Public Works staff to install and maintain them during winter operations.

This process was used for Giroux Street, Chamberland North Street and Catherine Street. The following observations were made;

Giroux Street

Giroux Street currently has three pedzones installed near the intersection of Laurier Street. The speed and traffic data record for Giroux shows a traffic speed of 37.8 km/h. This would suggest that the current traffic calming measure is working as intended.

Chamberland North and Catherine Street

Catherine Street has a speed hump installed at midpoint of its total length. The speed and traffic data recorded for Catherine and Chamberland North shows a traffic speed of 33.5 km/h. This would suggest that current traffic calming measure is working as intended.

The Department is initiating a traffic masterplan study in 2018, which will look at the overall traffic patterns, bike lanes and speed limits among other things. The Department recommends that the reduction of the speed limit of 30 km/h as requested in the petition, be reviewed during the process of the traffic masterplan study. The study will look at all posted speed limits and provide recommendations where warranted.

6) **CONSULTATION:**

Click here to enter text.

7) **RECOMMENDATIONS OR COMMENTS FROM COMMITTEE/ OTHER DEPARTMENTS :**

N/A

8) **FINANCIAL IMPACT (expenses/material/etc.):**

The cost to implement traffic calming measures is not a significant capital investment, however, some measure have an operational impact and cost. Table 1.1 shows the capital cost and operational impacts.

Measure	Capital Cost (each)
Stencilling	\$50
Speed signs& Post	\$200 - \$300
Pedzones	\$300
Speed humps	\$300 - \$400

9) **LEGAL IMPLICATIONS :**

N/A

10) **RISK MANAGEMENT :**

N/A

11) **STRATEGIC IMPLICATIONS :**

N/A

12) **SUPPORTING DOCUMENTS:**

N/A

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**BY-LAW NO. 2017-151****BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO AWARD A CONTRACT TO FOTENN CONSULTANTS FOR SECONDARY PLAN**

WHEREAS Sections 8, 9, and 11 of the Municipal Act, 2001, S.O. 2001, Chapter 25 and amendments thereto provides that every municipal Corporation may pass by-laws for the purpose of governing its affairs as it considers appropriate;

WHEREAS the Council of the Corporation of the City of Clarence-Rockland deems it expedient to sign a contract with Fotenn Consultants for the Secondary Plan process of the expansion lands of Rockland.

NOW THEREFORE, the Council of the Corporation of the City of Clarence-Rockland enacts as follows:

- 1. THAT** Municipal council authorize the Mayor and the Clerk to sign a contract with Fotenn Consultants for the Secondary Plan process of the expansion lands of Rockland for the price of \$142,745.00 excluding HST ;
- 2. THAT** the agreement be in the form hereto annexed and marked as Schedule "A" to this by-law;
- 3. THAT** this by-law shall come into force on the day of its adoption.

READ, PASSED AND ADOPTED BY COUNCIL THIS 20TH DAY OF NOVEMBER 2017.

GUY DESJARDINS, MAYOR

MONIQUE OUELLET, CLERK



REPORT N° AMÉ-17-107-R

Date	06/11/2017
Submitted by	Marie-Eve Bélanger
Subject	Secondary Plan Contract
File N°	D-09-83

1) **NATURE/GOAL :**

The purpose of this report is to obtain Council's authority to sign a contract for the Secondary plan of the expansion lands of Rockland to Fotenn Consultants Inc.

2) **DIRECTIVE/PREVIOUS POLICY :**

Resolution 2017-150

3) **DEPARTMENT'S RECOMMENDATION :**

THAT the Committee of the Whole recommends that Council adopts a by-law to authorize the Mayor and the Clerk to sign a contract with Fotenn Consultants for the Secondary Plan process of the expansion lands of Rockland for the price of \$142,745.00.

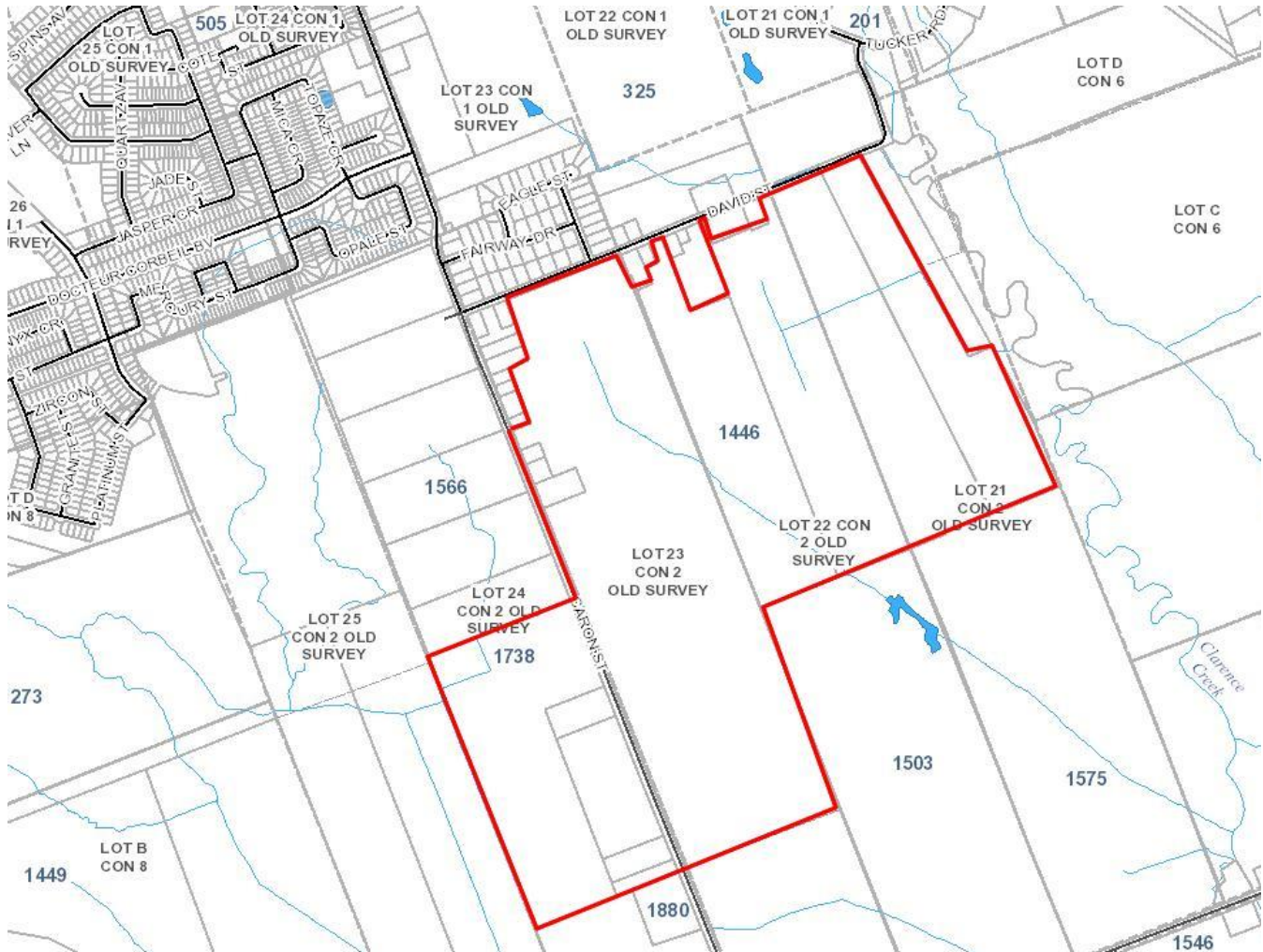
QUE le Comité plénier recommande au Conseil d'adopter un règlement pour autoriser le Maire et la Greffière d'octroyer un contrat à Fotenn Consultants pour le processus de plan secondaire pour les terrains ajoutés dans l'aire urbaine de Rockland pour un prix de 142 745,00 \$.

4) **BACKGROUND :**

On June 19th, 2017 a resolution was approved by Council to approve the borrowing of \$190,000.00 from the Development Charge account to complete a Secondary plan for the expansion lands of Rockland. There was already an amount of \$60,000.00 approved in the budget at that time.

5) DISCUSSION :

As per the policies, the development of a Secondary Plan is required in order to go forward with any development in that area known as the expansion lands (See figure 1.).



A Secondary plan guides how Official Plan policies are put in place for smaller areas of the City. A Secondary Plan will provide specific schedules and policies for the expansion lands where we need a detailed direction for land use, infrastructure, transportation, environment, urban design and similar matters that are required beyond the general framework by the OP.

The goals of the Secondary Plan process are as follows:

- Identify and consider the layout and function of open space corridors, woodlands and other natural features and functions;
- Determine the land uses, densities and development patterns;

- Generally identify the layout of collector roads and strategic local roads;
- Coordinate delivery of community services and infrastructure with development;
- Define the nature and limits of any Natural Heritage Features within the Secondary Plan together with strategies to for restoration, enhancement and securement of the Natural Heritage System.

In order to complete this Secondary Plan, the lead consultant will be responsible to assemble a team of sub-consultants to provide qualified and expert advice and recommendations on the following, but not limited to:

- Natural Heritage System planning;
- Water and wastewater servicing, including stormwater management;
- Urban design guidelines;
- Transportation demand management and transportation planning
- Land Use Distribution and Phasing Options including Growth management (overall mix and density of housing).
- Market sizing report to determine the appropriate sizing of any future commercial development on the lands.

There are many advantages to completing a Secondary Plan. It will provide the City with a long-term vision for this area as well as information on servicing, land use, the location of stormwater management facilities and parks, etc. Since there are over 5 property owners included under the expansion lands, the elaboration of a secondary plan will guide us for the future and provide us with a good planning tool. The City has been working piece by piece, making it difficult to master plan efficiently, i.e. n° of ponds, etc. The Secondary plan will remove this problem as we will have a clear idea on where everything will be. It will remove the piecemeal issue we have been having in the past.

The tender documents were published on Merx and on the City's website on August 31st, 2017. The deadline to submit was September 28th, 2017. The tenders for the Secondary Plan were opened and evaluated. The following two (2) submissions were received

	Consultant	Technical Evaluation points	Pricing points	Total points	Price Submitted (excl. HST)
1	Fotenn Consultants Inc.	58	25	83	\$142,745.00
2	WSP	60.1	20.6	80.7	\$173,198.00

6) **CONSULTATION:**

N/A

7) **RECOMMENDATIONS OR COMMENTS FROM COMMITTEE/ OTHER DEPARTMENTS :**

N/A

8) **FINANCIAL IMPACT (expenses/material/etc.):**

An amount of \$60,000 was approved in the 2014 capital budget for the Secondary Plan process, in which \$36,000 is part of the Development Charges. In June 2017, an amount of \$190,000 was added to this project to equal \$250,000.00. This amount was to be borrowed from the Development Charge account. As such, with the contract with Fotenn, only an amount of \$82,745.00 will need to be borrowed from the DC account.

9) **LEGAL IMPLICATIONS :**

N/A

10) **RISK MANAGEMENT :**

N/A

11) **STRATEGIC IMPLICATIONS :**

Having a vision and a plan for the expansion lands will help the City in having a better understanding of the future projects that could take part of the development charge study.

12) **SUPPORTING DOCUMENTS:**

N/A

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
BY-LAW 2017-152**

BEING A BY-LAW OF THE CITY OF CLARENCE-ROCKLAND TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE CITY OF CLARENCE-ROCKLAND AT ITS REGULAR MEETING HELD ON NOVEMBER 20, 2017.

WHEREAS Sub-section 5(1) of the Municipal Act, 2001, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS Sub-section 5(3) of the said Municipal Act provides that the powers of every council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the City of Clarence-Rockland at this meeting be confirmed and adopted by By-law;

THEREFORE the Council of the City of Clarence-Rockland enacts as follows:

1. **THE** action of the Council of the City of Clarence-Rockland in respect of each recommendation contained in any reports of committees and of local boards and commissions and each motion and resolution passed and other action taken by the Council of the City of Clarence-Rockland at this meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
2. **THE** Mayor and the appropriate officials of the City of Clarence-Rockland are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the City of Clarence-Rockland referred to in the proceeding section.
3. **THE** Mayor and the Clerk, are authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the City of Clarence-Rockland.

READ, PASSED AND ADOPTED IN OPEN COUNCIL THIS 20TH DAY OF NOVEMBER, 2017.

Guy Desjardins, Mayor

Monique Ouellet, Clerk