



Clarence-Rockland

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

February 5, 2018, 8:00 pm
Council Chambers
415 rue Lemay Street, Clarence Creek, Ont.

Pages

1.	Opening of the meeting	
2.	Adoption of the agenda	
3.	Disclosure of pecuniary interests	
4.	Delegations / Presentations	
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5.3	Grant application of the Rockland Nationals Junior A	27

6. Notice of Motion

- 6.1 Notice of motion presented by Councillor Charles Berlinguette, supported by Councillor Jean-Marc Lalonde, in regard to Emergency Response Services**

WHEREAS the Municipal Council, at the request of the Fire Department, approved By-Law 2017 -155, Appendix C, Core Emergency Response Services of the Clarence-Rockland Fire Department on December 4, 2017.

WHEREAS the response services to be provided per the By-Law include g) Special Services – Water & Ice Rescue, and that other municipalities in Ontario which have agreed to provide these services have found themselves struggling to better define the costs and implications.

BE IT RESOLVED THAT Council requests a report from the Director of Protective Services / Fire Chief that will:

- Clearly stipulate that the level of service being offered is simply a continuation of a service already offered by the municipality's Protective Services.
- Clearly define that the level of service being offered is primarily the *training* of Fire Department personnel so they are prepared to respond to Ice & Water Rescue Emergencies. No human resources will be assigned to these services, except as part of an emergency response.
- Clearly stipulate that the offering of these services and the training required to offer them will not incur any additional costs to the City. That is, there will be no additional compensation/training bonuses to the personnel.

BE IT RESOLVED THAT the council accepted report from the Director of Protective Services / Fire Chief will be incorporated into the By-Law 2017 -155, Appendix C.

- 6.2 Notice of motion presented by Councillor Michel Levert and supported by Mayor Guy Desjardins in regard to the use of land for CRTranspo**

WHEREAS Mr. Elie Ghossein had a verbal agreement in 2012-13 with Council to allow CRT customers to have access to his parking lot located at 538-542 Russell Road for improved safety.

WHEREAS there were shared advantages for the City and Mr. Ghossein in that this arrangement would attract customers to his gas bar and restaurant.

WHEREAS Mr. Ghossein has approached the City for consideration of a benefit that the City had in having access to his property.

BE IT RESOLVED THAT the City provide \$3,000 to Mr. Ghossein to reflect the use of the land over this period and these funds be applied to Mr. Ghossein's tax arrears (roll # 0316-016-010-07401-0000)

BE IT FURTHER RESOLVED THAT the \$3,000 be funded from the corporate contingency account.

7. 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.

8. Report from the United Counties of Prescott and Russell

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Clarence-Rockland

**CORPORATION DE LA CITÉ DE
CLARENCE-ROCKLAND
COMITÉ PLÉNIER**

le 5 février 2018, 20 h 00
Salle du Conseil
415 rue Lemay Street, Clarence Creek, Ont.

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6. Avis de motion

6.1 Avis de motion présenté par le conseiller Charles Berlinguette, appuyé par le conseiller Jean-Marc Lalonde, au sujet des services de réponse aux urgences

ATTENDU QUE le conseil municipal - à la demande du service de la protection - a approuvé le règlement 2017 -155, annexe C, Services d'intervention d'urgence de base de la département d'incendie de Clarence-Rockland, le 4 décembre 2017.

ATTENDU QUE les services d'intervention prévus par le règlement comprennent g) Services spéciaux - Sauvetage d'eau et de glace, et que d'autres municipalités de l'Ontario qui ont accepté de fournir ces services se sont efforcées de mieux définir les coûts et les répercussions.

QU'IL SOIT RÉSOLU QUE le conseil demande au directeur des services de protection / chef des pompiers un rapport qui:

- Indiquer clairement que le niveau de service offert est simplement la continuation d'un service déjà offert par les services de protection de la municipalité.
- Définir clairement que le niveau de service offert est principalement la *formation* du personnel du service d'incendie afin qu'il soit prêt à répondre aux urgences de sauvetage dans l'eau et la glace. C'est-à-dire, aucune ressource humaine ne sera affectée à ces services sans appel d'urgence.
- Indiquer clairement que l'offre de ces services et la formation requise pour les offrir n'entraîneront aucun coût supplémentaire pour la Ville. C'est à dire. Il n'y aura pas de bonus de compensation / formation supplémentaire pour le personnel.

QU'IL SOIT RÉSOLU QUE le rapport accepté par le conseil du directeur des services de protection / chef des pompiers sera incorporé au règlement 2017 -155, annexe C.

- 6.2 Avis de motion présenté par le conseiller Michel Levert et appuyé par le maire Guy Desjardins au sujet de l'usage d'un terrain par CRTranspo**

ATTENDU QUE M. Elie Ghossein avait une entente verbale en 2012-13 avec le conseil pour permettre aux usagers du CRT d'avoir accès à son stationnement situé au 538-542 chemin Russel pour améliorer la sécurité;

ATTENDU QU'il y avait des avantages partagés par la Cité et par M. Ghossein puisque cet arrangement a aussi servi à attirer des clients à sa station d'essence et restaurant;

ATTENDU QUE M. Ghossein a approché la Cité pour la considération du bénéfice que la Cité a eu en ayant accès à sa propriété;

QU'IL SOIT RÉSOLU QUE la Cité fournit un montant de 3 000\$ à M. Ghossein pour refléter l'usage du terrain durant cette période et que les fonds soient appliqués aux arrérages de taxes de M. Ghossein (role # 0316-016-010-07401-0000)

QU'IL SOIT ÉGALEMENT RÉSOLU QUE le 3 000\$ provienne du compte de la contingence corporative.

7. 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.

8. Rapport des Comtés unis de Prescott et Russell

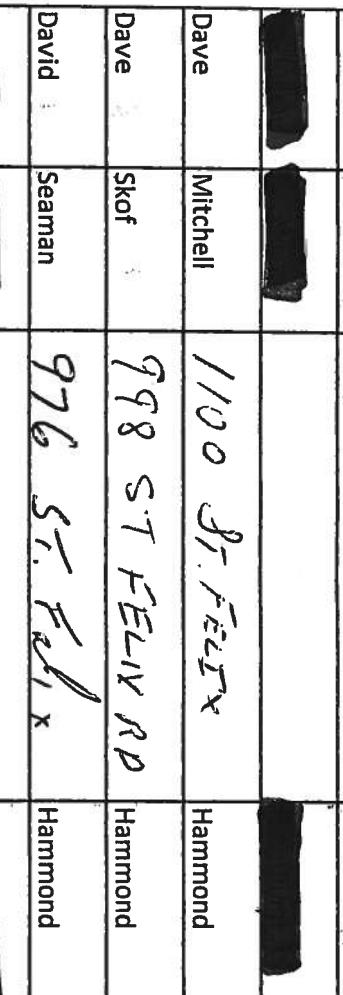
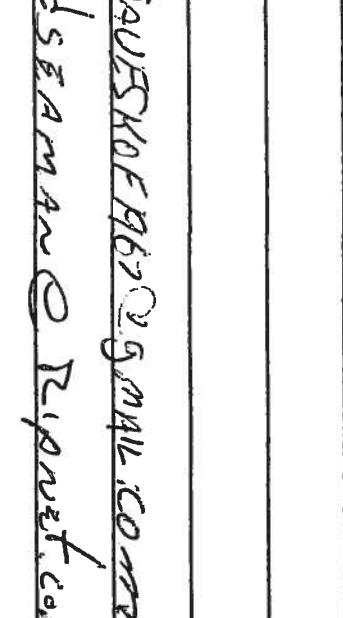
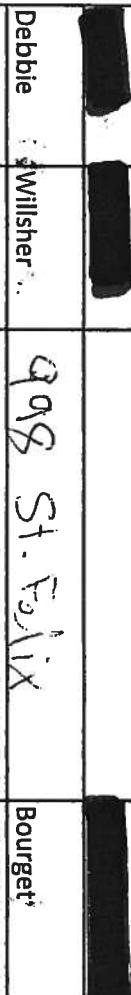
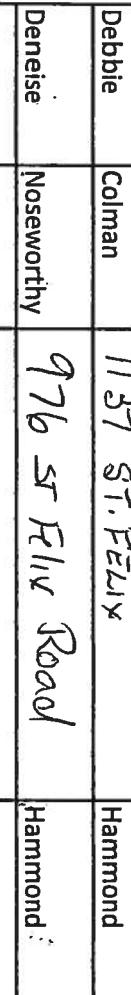
9. Rapports des Comités/Services

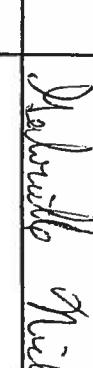
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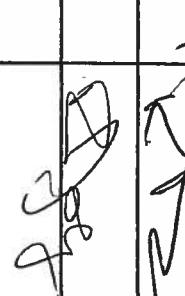
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205 avenue Sterling
Rockland Ontario
K4K 0E9
Le 8 janvier 2018

La municipalité de Clarence-Rockland

Nous vous faisons parvenir cette lettre pour faire notre demande pour un remboursement de 10 000\$ suite à l'ouverture de la rue Sterling à la rue St Joseph. Vous avez enlevé le cul de sac et donc notre propriété n'est plus désignée comme étant une propriété dans un cul de sac selon MPAC. Quand nous avons acheté notre lot en novembre 2012, et emménagé en novembre 2013, notre maison était désignée par MPAC comme étant dans un cul de sac. Nous avons payé une prime à l'achat et nous avons payé plus de taxes pour cette désignation. A la revente, nous ne pourrons pas ravoir notre prime car la maison n'est plus dans un cul de sac suite à votre décision d'ouvrir la rue. Nous avons acheté une maison dans un cul de sac. En décembre 2017, notre maison a perdu cette désignation suite à la décision de la municipalité d'enlever le cul de sac pour ouvrir la rue. C'est donc la municipalité qui est responsable de la perte de la désignation et de la valeur monétaire qui est rattachée à la désignation d'une propriété dans un cul de sac.

Nous aimerais aussi savoir pourquoi nous n'avons jamais reçu de réponse à notre lettre du mois d'octobre 2016, que nous vous avons remise en main propre à la réunion du conseil. Nous avons appelé la municipalité et on nous a avisé que vous répondiez à toutes les lettres, qu'une réponse nous serait envoyée.

Nous attendons votre réponse écrite sur ces deux points. Merci

Des citoyens de Rockland,



Mme Judith Morin

M. Denis Morin

REÇU

12 JAN. 2018

CITÉ CLARENCE-ROCKLAND



995 Belvedere Avenue
Rockland, Ontario K4K 1H3
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Le 19 janvier 2018

À l'attention des membres du
Conseil municipal de Clarence-Rockland

Sujet: Demande de subvention

Le Rockland Nationals Junior A opère, par le biais d'un loyer mensuel, la cantine au sein de l'aréna CIH depuis le mois d'août 2017. Malgré le fait que la cantine est munie d'équipements de qualité, certains équipements supplémentaires sont requis pour permettre de répondre à la demande (par ex. qualités des produits et service à la clientèle) des gens qui fréquentent l'établissement quotidiennement.

Un investissement total de 40,000\$ est requis pour acheter les équipements manquants (par ex. une plaque chauffante, friteuse, hotte de cuisine), la conception ainsi que l'installation d'un système de ventilation par aspiration respectant toutes les normes régis par la province de l'Ontario.

L'objectif de cette correspondance à l'attention des membres du Conseil municipal de Clarence-Rockland est d'obtenir un appui financier équivalent à un tiers (1/3) de l'investissement de 40,000\$, soit 13,334\$. Ce même montant sera versé par le Rockland Nationals Junior A ainsi que par l'Académie CIH respectivement.

Soumis au nom de l'organisation des Rockland Nationals Junior A

André Chaput



REPORT N° ADMIN2018-002

Date	05/02/2018
Submitted by	Helen Collier, Chief Administrative Officer
Subject	Smart Cities Challenge
File N°	Click here to enter text.

1) **NATURE/GOAL :**

The purpose of this report is to (a) advise members of Council of an Infrastructure Canada funding program entitled Smart Cities Challenge and (b) outline the process proposed by the administration to submit an application by the April 24, 2018 deadline.

2) **DIRECTIVE/PREVIOUS POLICY :**

N/A

3) **DEPARTMENT'S RECOMMENDATION :**

WHEREAS Infrastructure Canada has announced a Smart Cities Challenge to communities, municipalities, regional governments and Indigenous communities across Canada;

AND WHEREAS there are four prizes (ranging from \$5 million-\$50 million) for winning submissions;

AND WHEREAS the City of Clarence- Rockland intends to make application under this program;

BE IT RESOLVED THAT Council receive this report as information and endorse the process proposed by the administration to make a formal application by the April 24, 2018 submission deadline.

4) **BACKGROUND :**

The Smart Cities Challenge was formally announced at the recent ROMA conference in Toronto by the Honourable Amarjeet Sohi, Minister of Infrastructure Canada.

The Challenge encourages communities "...to adopt a smart cities approach to improve the lives of the residents through innovation, data and connected technology". **Attachment 1** provides a summary of this program. As indicated in this attachment, the following four prizes have been identified for winning submissions:

- One prize of up to \$50 million for communities of all sizes
- Two prizes of up to \$10 million for all communities with populations under 500,000, and

- One prize up to \$5 million for all communities with a population under 30,000

Winners will receive prize money through contribution agreements with Infrastructure Canada. Implementation is expected to occur over a 2-5 year timeframe.

Submission Milestones:

There are a number of key dates associated with the selection of winners and implementation. They are as follows:

- April 24, 2018 - application submission deadline
- Summer 2018 - selection of finalists
- Winter 2018-19 - final proposal submission deadline.
- Spring 2019 - winner announcements and implementation

Selected finalists will receive a \$250,000 grant to develop final proposals.

Program Overview:

The program requires that submissions must represent meaningful outcomes for community residents through the use of data and connected technology.

Every applicant will need to identify and define its Challenge Statement. The Statement is a single sentence that defines the outcome or outcomes of a community aim that will be achieved by implementing its Smart Cities proposal. It is important to note that the Challenge Statement must be "...measurable, ambitious, and achievable through the proposed use of data and connected technology". This aspect of the submission must be extremely clear and well thought out.

As well, there is an expectation that the successful programs will develop tools and technological approaches that can be used by communities across the country no matter their size or capacity.

Municipalities and communities that are eligible under this program are encouraged to contact Infrastructure Canada at an early stage in the submission process.

Key Program Requirements:

Applicants must initiate the Smart Cities Challenge by engaging its residents in order to identify the most pressing issues within their community. These consultations are designed to assist applicants in

defining their Challenge Statements.

Additionally, the program encourages the development of relationships with new and non-traditional partners in implementing proposals. As noted above, “..approaches should not only benefit a single community; they should be replicable across Canada”.

Proposals must optimize the use of data and connected technology.

5) DISCUSSION :

The Administration has discussed potential submission projects under this program. To date, consideration is being given to:

- Active Transportation-development of connecting bike paths and on street cycling facilities
- Implementation of Smart Fire Alarm Systems
- Revitalization of the City’s Waterfront

These programs represent preliminary ideas for submission under the Smart Cities program. Assuming Council supports the process outlined in this report, staff will post a notice on the city’s website about the intent of the Smart Cities Program and to secure community feedback on the above proposals. Our stakeholders will also be encouraged to identify any other projects/undertakings that are important to the community. The public will be given two weeks to provide feedback.

Staff will also be contacting Infrastructure Canada officials to discuss the specifics of the program. Hopefully, this meeting will take place sometime during the week of February 5th, 2018.

Staff will assess the public’s response and feedback from Infrastructure Canada staff. A formal report will be submitted at the February 21, 2018 Council meeting advising of the results of the public consultation process and recommending a submission proposal.

Council’s approval of a the proposal will be subject to a detailed staff report which will be considered at its March 5, 2018 meeting. This report will identify the precise nature and objectives of the proposal, identify measurables, partnerships, costing inclusive of operational impacts etc.

6) CONSULTATION:

As required by the terms of reference of the Smart Cities Challenge, it is necessary for each municipality to reach out to community stakeholders, to advise them of the program and solicit their input with respect to the needs that are most important to the community.

- 7) **RECOMMENDATIONS OR COMMENTS FROM COMMITTEE/ OTHER DEPARTMENTS :**
N/A
- 8) **FINANCIAL IMPACT (expenses/material/etc.):**
There should not be any financial impact on the municipality in terms of capital program implementation; however, it must be recognized that there could be long-term operational impacts. This will be identified in staff's March 5, 2018 report to Council.
- 9) **LEGAL IMPLICATIONS :**
None identifiable at this time
- 10) **RISK MANAGEMENT :**
The identification of risks will be dependent on which program is ultimately approved for submission. This issue will be addressed in a subsequent report.
- 11) **STRATEGIC IMPLICATIONS :**
The candidate projects identified in the Discussion section of this report are in keeping with Strategic Priorities identified in the city's Strategic Plan.
- 12) **SUPPORTING DOCUMENTS:**
Appendix 1 - Overview of Smart Cities Challenge

THE SMART CITIES CHALLENGE IS ON

The Government of Canada is challenging communities, large and small, to come forward with their best ideas to improve the quality of life of their residents through innovation, data and connected technology.

The Smart Cities Challenge is about **community-driven** innovation. It's about identifying priorities that are as diverse as Canada's communities themselves, and working together to achieve **meaningful outcomes**.

DEFINE YOUR COMMUNITY'S CHALLENGE STATEMENT

Communities understand best the most pressing, most important issues they face. The Challenge Statement defines the outcome a community aims to achieve through its smart cities proposal.

WHAT IS A SMART CITY APPROACH?

A smart cities approach has the potential to improve **every aspect of community life** – how people move around, how they are empowered and included in society, how they live an active and healthy life, how they feel safe and secure, and how they earn a good living.

Proposals can focus on achieving outcomes in any area of community systems or services, such as education, emergency services, public health, roads and transportation.



**ONE PRIZE OF UP TO \$50 MILLION
OPEN TO COMMUNITIES OF
ALL SIZES**



**TWO PRIZES OF UP TO \$10 MILLION
FOR ALL COMMUNITIES WITH
POPULATIONS UNDER 500,000**



**ONE PRIZE OF UP TO \$5 MILLION FOR
ALL COMMUNITIES WITH A POPULATION
UNDER 30,000**

WHO CAN APPLY?

- Municipalities, local or regional governments
- Indigenous communities including First Nations, Inuit and Métis communities

Two or more of these community groups can submit a joint application.

Infrastructure Canada is engaging Indigenous leaders, communities and organizations to finalize the design of a competition specific to Indigenous communities that will reflect their unique realities and issues. Indigenous communities are also eligible to compete for all the prizes in the current competition.

MEANINGFUL IMPACTS



REALIZE OUTCOMES FOR RESIDENTS

Communities will measure where they are starting from, when they are making progress, and when they have achieved success. Establishing a baseline and measuring results will be central to achieving outcomes.



EMPOWER COMMUNITIES TO INNOVATE

Communities should think big and identify solutions to their significant, persistent problems.



FORGE NEW PARTNERSHIPS AND NETWORKS

Communities will undertake meaningful engagement with residents and forge relationships with new and non-traditional partners.



SPREAD THE BENEFIT TO ALL CANADIANS

Smart Cities approaches should not only benefit a single community, they should be scalable and replicable across Canada.



LE DÉFI DES VILLES INTELLIGENTES EST LANCÉ

Le gouvernement du Canada invite les grandes et les petites collectivités à soumettre leurs meilleures idées pour améliorer la qualité de vie de leurs résidents grâce à l'innovation, aux données et aux technologies connectées.

Le Défi des villes intelligentes est fondé sur l'innovation **entraînée par les collectivités**. On souhaite établir des priorités aussi diversifiées que les collectivités canadiennes en tant que telles, et travailler ensemble pour obtenir des **résultats concrets**.

DÉTERMINEZ L'ÉNONCÉ DE DÉFI DE VOTRE COLLECTIVITÉ

Les collectivités sont les mieux placées pour comprendre les enjeux les plus urgents et les plus importants qui les touchent. L'énoncé de défi définit le résultat qu'une collectivité souhaite obtenir grâce à sa proposition dans le cadre du Défi des villes intelligentes.

EN QUOI CONSISTE L'APPROCHE DES VILLES INTELLIGENTES?

L'approche des villes intelligentes a le potentiel d'améliorer **tous les aspects de la vie communautaire** – se déplacer dans sa collectivité, s'émanciper et faire partie intégrante de la société, vivre une vie active et saine, se sentir en sécurité, et bien gagner sa vie.

Les propositions peuvent être axées sur l'atteinte de résultats dans n'importe quel domaine touchant les systèmes ou les services communautaires, comme l'éducation, les services d'urgence, la santé publique, les routes et les transports.



UN PRIX DE 50 M\$ AU MAXIMUM OUVERT À TOUTES LES COLLECTIVITÉS, QUELLE QUE SOIT LA TAILLE DE LEUR POPULATION



DEUX PRIX DE 10 M\$ CHACUN AU MAXIMUM OUVERTS À TOUTES LES COLLECTIVITÉS DONT LA POPULATION EST INFÉRIEURE À 500 000 HABITANTS



UN PRIX DE 5 M\$ AU MAXIMUM OUVERT À TOUTES LES COLLECTIVITÉS DONT LA POPULATION EST INFÉRIEURE À 30 000 HABITANTS

QUI PEUT SOUMETTRE UNE DEMANDE?

- Les municipalités et les administrations locales ou régionales
- Les collectivités autochtones, y compris les collectivités des Premières Nations, des Inuits ou des Métis

Deux ou plusieurs de ces groupes communautaires peuvent soumettre une demande conjointe.

Infrastructure Canada consulte les dirigeants, les collectivités et les organisations autochtones pour finaliser la conception d'une compétition spécifique aux collectivités autochtones qui reflétera leur réalité et leurs enjeux uniques. Les collectivités autochtones sont également éligibles à faire compétition pour tous les prix de la compétition en cours.

DES IMPACTS CONCRETS



ENTRAÎNER DES RÉSULTATS POUR LES RÉSIDENTS



Les collectivités mesureront leur point de départ, les progrès réalisés et le succès obtenu. L'établissement de données de référence et la mesure des résultats seront essentiels à l'atteinte des objectifs.



PERMETTRE AUX COLLECTIVITÉS D'INNOVER



Les collectivités devraient voir grand pour trouver des solutions à leurs problèmes importants et persistants.



ÉTABLIR DE NOUVEAUX PARTENARIATS ET DE NOUVEAUX RÉSEAUX



Les collectivités interagiront de manière significative avec leurs résidents et établiront des relations avec de nouveaux partenaires non traditionnels.



OFFRIR CES AVANTAGES À TOUTS LES CANADIENS



Les approches des villes intelligentes ne devraient pas profiter à une seule collectivité, mais bien pouvoir s'appliquer dans l'ensemble du Canada.



À VOS MARQUES?
PRÊTS? INNOVEZ!

Vous trouverez de plus amples renseignements, y compris un guide pour les demandeurs et des informations connexes, sur la Plate-forme de Défi Impact Canada. Suivez le Défi des villes intelligentes sur Twitter (#villesintelligentesCanada) et sur Facebook.



2018-02-02

Date	24/01/2018
Soumis par	Jean-Luc Jubinville
Objet	Aménagement d'une salle de conférence et d'une salle à diner – Hôtel de ville de Rockland
# du dossier	A19CON

RAPPORT N°

1) NATURE / OBJECTIF :

Le but de ce rapport est d'approuver les fonds nécessaires afin d'aménager une salle de conférence et une salle à diner dans les locaux de l'ancienne garderie Carrousel.

2) DIRECTIVE/POLITIQUE ANTÉCÉDENTE :

N/A

3) RECOMMANDATION DU SERVICE:

QUE le comité plénier recommande au conseil d'autoriser le transfert de 20 000\$ du fonds de réserve des bâtiments au budget d'opération 2018 de l'hôtel de ville à Rockland afin de défrayer les coûts de rénovation pour aménager une nouvelle salle de conférence et une nouvelle salle à dîner, tel que recommandé.

THAT the Committee of the Whole hereby recommends that Council authorize the transfer of \$20,000 from the Building Reserve Fund to the Rockland City Hall 2018 operating budget to defray the costs of renovations to add a new conference room and a dining room, as recommended.

4) HISTORIQUE :

Depuis près d'un an, l'administration municipale a identifié un besoin urgent pour les deux items suivants :

- salle de conférence pouvant accueillir entre 15 et 20 personnes
- salle à diner pour les employés pouvant accueillir entre 15 et 20 personnes

La configuration actuelle de l'hôtel de ville à Rockland ne peut satisfaire à ces deux besoins. Les espaces actuels sont maximisés.

La garderie Carrousel n'est plus en fonction depuis le mois de septembre 2017 laissant environ 3500 pieds carrés de locaux vides adjacents à l'hôtel de ville.

Les Services communautaires ont apporté un projet capital lors du processus budgétaire 2018 afin d'avoir les fonds nécessaires pour modifier les locaux de la garderie dans le but de combler ces deux besoins. Le projet consistait également à revoir la configuration générale de tous les bureaux de l'hôtel de ville dans le but d'améliorer l'efficacité des employés et faciliter les interactions quotidiennes entre les départements. Le montant demandé était de 25 000\$. Le projet fut refusé par le conseil municipal.

5) **DISCUSSION :**

Nombre d'employé vs nombre de salle de réunion : Il y a environ 55 employés qui travaillent de façon permanente à l'hôtel de ville à Rockland. Ce nombre ne cesse de croître. Ceci dit, le nombre de rencontre et de réunion augmente également. Les salles de réunions actuelles ne sont pas en nombre suffisant pour satisfaire à la demande. Plusieurs réunions doivent être faites dans des locaux non adéquats (p.ex., Salle de diner, bureau trop petits, etc...) ou dans des locaux externes (p.ex., hôtel de ville à Clarence, aréna de Clarence-Rockland, etc.) diminuant l'image professionnelle de la municipalité.

Salle de réunion actuelle : L'hôtel de ville à Rockland possède 2 salles de réunion pouvant accueillir au maximum 8 personnes par salle. L'hôtel de ville ne possède aucune salle de conférence pouvant accueillir de plus gros groupes. À titre d'exemple, les réunions avec les développeurs de la région doivent avoir lieu dans une salle de l'aréna de Clarence-Rockland qui n'est pas adaptée pour ce genre de réunion (p.ex., aucun accès au dossier papiers et électroniques, aucun support audiovisuel, aucun ameublement digne d'une salle de conférence, etc.) Il faut également considérer que le déplacement des employés vers un autre édifice représente une perte d'efficacité opérationnelle importante.

Formation/Réunion d'employé : Lors de rencontre de large groupe ou lors de formation de groupe, les employés doivent se déplacer à la salle du conseil de Clarence ou bien à l'aréna de Clarence. Ces déplacements engendrent une perte d'efficacité au travail importante. Une salle de conférence à l'intérieur de l'hôtel de ville diminuerait considérablement cette perte de temps.

Salle de diner actuelle : L'hôtel de ville à Rockland possède 1 salle de diner pouvant accueillir au maximum 8 personnes pour environ 55 employés permanents. La salle de diner ne comble pas la demande actuelle.

Travaux – Employés internes : Les travaux de réparations mineures tels que la peinture et la réparation de la cloison sèche seront faits par les opérateurs des Services communautaires afin de diminuer les coûts supplémentaires du projet. Ce coût d'employé sera absorbé par le budget opérationnel.

6) **CONSULTATION :**

N/A

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

N/A

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

Voici un budget rapide expliquant la répartition du 20 000\$ demandé:

Items	Prix approximatif
Besoin électrique (Lumière, prise de courant, etc.)	2 000\$
Recouvrement de plancher	3 000\$
Table de conférence et chaises	5 000\$
Rideau	3 000\$
Équipement audiovisuel	5 000\$
Mobilier de salle à diner	2 000\$
TOTAL	20 000\$

Il y a présentement un montant disponible dans la réserve des bâtiments d'environ 30 000\$.

9) **IMPLICATIONS LÉGALES :**

N/A

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

N/A

11) **IMPLICATIONS STRATÉGIQUES :**

N/A

12) **DOCUMENTS D'APPUI:**

Aucun



INF2018-019 Boundary Road Agreements - Canaan Road

Date	23/01/2018
Submitted by	Julian Lenhart
Subject	Boundary Road Agreements - Canaan Road
File N°	Click here to enter text.

REPORT N°

1) **NATURE/GOAL :**

The nature of this report is to seek Council's approval to delegate authority to the Director of Infrastructure and Planning Department to finalize and execute the Boundary Road Agreements - Canaan Road with the City of Ottawa.

2) **DIRECTIVE/PREVIOUS POLICY :**

None

3) **DEPARTMENT'S RECOMMENDATION :**

THAT Committee of the Whole recommends that Council adopts a by-law to authorize the signature of Boundary Road Agreement with the City of Ottawa for the maintenance of Canaan Road.

QUE Le comité plénier recommande que le conseil adopte un règlement autorisant la signature de l'entente des routes frontalières avec la ville d'Ottawa pour l'entretien du chemin Canaan.

4) **BACKGROUND :**

The City of Clarence-Rockland currently has a verbal agreement with the City of Ottawa. Though this agreement has never been officialised, under the current agreement, the City of Ottawa conducts all the routine maintain on Canaan Road from County Road 17 to Russell Road. At year end, the City of Ottawa equally divides the maintenance costs and invoices the City of Clarence-Rockland. Historically, over the last 5 years, the City of Clarence-Rockland's share of the annual maintenance cost has been on average \$15,000 to \$20,000 per year.

Over the same time period very few capital investments have been made on Canaan Road. The City of Ottawa has expressed its desire to convert a section of Canaan Road from a gravel surface to surface treatment. These requests have been made one year in advance of the City of Clarence-Rocklands budgetary process in order to allow Council to deliberate on its desire to fund the capital project.

In early 2017, the City of Ottawa has circulated a draft agreement to the City of Clarence-Rockland. Staff has revised the draft agreement and provided comments. The agreement was approved by the City of Ottawa's Agriculture and Rural Affairs Committee on October 5th and by their Council on October 11th.

Following Councils approval, the City of Ottawa sent the final draft to the City of Clarence-Rockland for Councils consideration and approval.

5) **DISCUSSION :**

The proposed boundary agreement is intended to formalise and clarify the existing agreement between the City of Clarence-Rockland and the City of Ottawa. As identified in Schedule A of the draft agreement, the City of Clarence-Rockland will be responsible for routine maintenance of Canaan Road between Russell Road North to Dead End, Colonial South to Dead End and Colonial Road to Etienne Road. The major changes in the proposed agreement are to the Routine Maintenance and Repair of Highway and Structures. The Capital Investments, as well as, the Emergency Repairs remain the same under the proposed agreement.

Routine Maintenance

Previous agreement; the City of Ottawa conducts all the routine maintain on Canaan Road from County Road 17 to Russell Road. At year end, the City of Ottawa equally divides the maintenance costs and invoices the City of Clarence-Rockland.

Proposed agreement; since the value of the respective Routine Maintenance and Repair work for the roads as identified in Schedule "A" of the agreement, will be approximately equal. By performing these respective works, it will not be necessary for either Municipality to invoice the other for costs incurred.

In both the previous and the proposed agreement the routine maintenance costs are expected to remain the same. See table below.

Agreement	Responsibility to maintain	City of Clarence-Rocklands Cost
Previous agreement	City of Ottawa (invoiced at year end)	\$15k - \$20k
Proposed agreement	Both Municipalities (invoice not required)	\$15k - \$20k

Capital Investments

Previous agreement; prior to any planned Capital Improvements, the Municipality proposing the work notifies the other Municipality a minimum of one year in advance of the work to allow for appropriate Council budget approvals of equal shared costs.

No Capital Improvements of any kind, greater than \$10,000.00 on Highway and Structures shall commence or be charged by any Municipality unless such works have first been approved by the other Municipality. If one Municipality does not agree to proceed with a project, the project will not proceed.

Proposed agreement; same as previous agreement.

Emergency Repairs

Previous agreement; should emergency works or action be required, the

Municipality undertaking the work will make reasonable efforts to notify the other Municipality prior to the works or as soon as possible following securing the site. The municipality can invoice 50% of the total cost.

Proposed agreement: same as previous agreement.

6) CONSULTATION:

None

7) RECOMMENDATIONS OR COMMENTS FROM COMMITTEE/ OTHER DEPARTMENTS :

None

8) FINANCIAL IMPACT (expenses/material/etc.):

The routine maintenance costs of \$20,000 are expected to remain the same. As such, these costs have been accounted for in the Departments 2018 operations budget.

9) LEGAL IMPLICATIONS :

Formalizing and approving this agreement will reduce the risks of disputes between Municipalities.

10) RISK MANAGEMENT :

None

11) STRATEGIC IMPLICATIONS :

None

12) SUPPORTING DOCUMENTS:

Schedule "A" - Boundary Roads Agreement

Boundary Roads Agreement

B E T W E E N

City of Ottawa

(Hereinafter referred to as "City")
OF THE FIRST PART

- A N D -

La Cité Clarence-Rockland Township

(Hereinafter referred to as "Township")
OF THE SECOND PART

WHEREAS pursuant to Section 20(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 (Municipal Act, 2001), "A municipality may enter into an Agreement with one or more municipalities or local bodies, as defined in section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.";

AND WHEREAS Section 29.1(1) of the Municipal Act, 2001, S.O. c.25 as amended provides that "Municipalities having Joint Jurisdiction over a boundary line highway enter into an Agreement under which each Municipality agrees to keep any part of the highway in Repair for its whole width and to indemnify the other Municipality from any loss or damage arising from the lack of Repair for that part," for the area in which the highway is located.;

AND WHEREAS the parties are adjoining "Municipalities" and are desirous of entering into an "Agreement" under the provisions of Section 8(1), 9 and 29(1) of the Municipal Act, R.S.O. 2001, and amendments thereto dealing with "Routine Maintenance and Repair" and "Capital Improvements" of "Boundary Roads" between such Municipalities totally under the jurisdiction of the respective Municipalities.

AND WHEREAS the Township and the City has or will have passed respective By-Laws in accordance with the *Municipal Act, 2001* with respect to the "Routine Maintenance and Repair" and "Capital Improvements" of the "Highways" identified in Schedules "A" and "B" of this "Agreement" for the area in which the "Highway" is located;

AND WHEREAS all previous boundary road Agreements between Corporations, Counties and Townships, Town and City will then be considered repealed;

NOW THEREFORE in consideration of the covenants contained herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

1.0 DEFINITIONS

- 1.1 **“Agreement”** means this Boundary Roads Agreement.
- 1.2 **“Boundary Roads”** are shared Highways between Municipalities in accordance with the Municipal Act Section 29 and as identified in Schedule A and B attached hereto.
- 1.3 **“Capital Improvements”** means the building and/or rebuilding of Highways, parts of Highways and Structures as a means to extend the life cycle or materially improve and enhance the Highway. The cost of this construction is shared between Municipalities; total costs are generally over \$10,000 and have been approved by the respective Councils. This does not mean or include Routine Maintenance and Repair.
- 1.4 **“Highway”** includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.
- 1.5 **“Joint Jurisdiction”** has the meaning described in Section 29 of the Municipal Act, 2001.
- 1.6 **“Municipalities”** means a geographic area whose inhabitants are incorporated.
- 1.7 **“OSIM”** means the current (as amended) version of the Ontario Structure Inspection Manual by the Ministry of Transportation, Policy Planning and Standards Division, Engineering Standards Branch, Bridge Office.
- 1.8 **“Routine Maintenance and Repair”** means any summer and winter Maintenance work of any kind on the Highway in accordance with the Minimum Maintenance Standards for Municipal Highways as per Ontario Regulation 239/02 as amended.
- 1.9 **“Structures”** means bridges, culverts, tunnels, retaining walls, sign supports and other such features as those terms are defined in the OSIM.
- 1.10 **“Repair”** means any modification, alteration, retrofitting or improvement to a component of the structure which is aimed at correcting existing defects or deficiencies, as those terms defined in the OSIM.
- 1.11 **“Maintenance”** means any actions which aimed at preventing the development of defects or preventing deterioration of a structure or its components, as those terms defined in the OSIM.
- 1.12 **“Rehabilitation”** means any modification, alteration, retrofitting or improvement to a structure which is aimed at correcting existing defects or deficiencies, as those terms defined in the OSIM.

2.0 ROUTINE MAINTENANCE AND REPAIR OF HIGHWAYS AND STRUCTURES

- 2.1 The Municipalities agree that the value of the respective Routine Maintenance and Repair work as described in Section 1.8 for the roads as identified in Schedule "A" will be approximately equal. By performing these respective works, it will not be necessary for either Municipality to invoice the other for costs incurred. Street trees, street lights and traffic lights will be cared for by the respective municipality to which the assets are abutting and or electrical power is sourced from.
- 2.2 The Municipalities agree to have the City carry out regular structure inspections as required by the OSIM on all structures situated in or along the Highways or parts thereof described in Schedule "A" and "B" of this Agreement. Both parties agree that there will be equal sharing of the costs associated with the OSIM inspection of the Structures on all Boundary Roads identified in Schedule "A". Cost sharing shall be determined in accordance with section 7.2.
- 2.3 Upon request, Capital Asset Condition Reports and OSIM Structural Inspections will be made available by the City to the Township or County,
- 2.4 No Routine Maintenance and Repair of Highways greater than \$10,000 will be undertaken or be charged by a Municipality unless such works have first been approved by the other Municipality.

3.0 CAPITAL IMPROVEMENTS

- 3.1 Prior to any planned Capital Improvements, on any of the Boundary Roads, the Municipality proposing the work will notify the other Municipality a minimum of one year in advance of the work to allow for appropriate Council budget approvals of equal shared costs.
- 3.2 Procurement method (internal force vs. contracts) shall be discussed and agreed upon considering the scale, complexity, in-house capacity, schedule and cost.
- 3.3 The City will use their own Standard Tender Documents for Unit Price Contracts which include construction specifications, material specifications, and standard detail drawings for use in the design and construction of applicable Boundary Road Infrastructure for procurement through contracts.
- 3.4 The Municipality administering the work will provide a copy of draft construction contract documents, and final tender documents to the other municipality for review and approval, as applicable. As-built drawings, where available, will be provided at the completion of the project.
- 3.5 Should economies of scale and experience be of advantage to one Municipality or the other, the Municipality with the advantage can carry out the planned works with suitable notification and agreement between both parties.

- 3.6 No Capital Improvements of any kind, greater than \$10,000.00 on Highway and Structures shall commence or be charged by any Municipality unless such works have first been approved by the other Municipality. A Capital Structure replacement or Repair that will cost less than \$10,000 will also be agreed to between Municipalities.
- 3.7 If one Municipality proposes a project, the adjoining boundary Municipality must provide a response indicating whether they are in agreement to proceed or not, such time as reasonably practical prior to yearend of the year before the proposed Capital Improvement will be completed unless it is an election year, and in an election year, such approval should be communicated prior to the end of Q1 of the year following the election. Notwithstanding that all efforts will be made to reach an agreement on a mutually beneficial Capital Improvement through discussions pursuant to Section 3.1 and Section 12, if one Municipality does not agree to proceed with a project, the project will not proceed.
- 3.8 Typical Scope and Renewal Agreement wording found in individual Capital Project Contracts will be found in Schedule "C".

4.0 EMERGENCY WORKS

- 4.1 The Municipalities agree that should emergency works or action be required in respect to on-going Maintenance and Repair or Capital Works due to a compromise of the structural integrity and to ensure the safety of the public or property on the road allowance or adjoining property, such emergency works will be undertaken by the Municipality. The Municipality undertaking the work will make reasonable efforts to notify the other Municipality prior to the works or as soon as possible following securing the site.
- 4.2 Notwithstanding anything contained in this Agreement, in the event that there is an emergency or obstruction on any part of the shared Highway such that the Highway is blocked or otherwise obstructed or potentially hazardous, either party may immediately remove said obstruction and, if applicable as Routine Maintenance and Repair, invoice the other Municipality for the whole amount depending on the identified Maintenance responsibility in Schedule A or 50% of total cost if not on the identified Maintenance responsibility.
- 4.3 Emergency Tree Removal will be handled as per Section 5.
- 4.4 Emergency Street Light works or actions will be handled as noted in 4.1 and 4.2 but any notification and invoicing will be directed to the power source municipality.

5.0 TREES

- 5.1 Each Municipality will take responsibility for the maintenance and cost of the trees on their side of the Boundary Roads described in Schedule "A" of this Agreement.
- 5.2 Should economies of scale be of advantage to either Municipality, an agreement can be entered into to share the cost for the work carried out on the Boundary Roads.
- 5.3 Notwithstanding anything contained in this Agreement, in the event that a tree, trees or any part thereof falls onto or is otherwise situated on any part of the Boundary Road such that the tree is blocking or otherwise causing an obstruction or is a potential hazard on the Highway, either Municipality may immediately remove said tree and, if applicable, inform the other Municipality of potential invoicing. The Municipality performing the removal in accordance with Section 4.0 shall not be responsible for any liability related to said tree and /or its removal simply by virtue of performing the removal.

6.0 ROAD CUT PERMITS

- 6.1 The City will manage all road cut permits, municipal consent and carry out all inspections for the parties to this Agreement and for Third Parties wishing to access the public road allowance on the Highways described in Schedule "A" and "B" to this Agreement.

7.0 COST OF WORK REQUIRED BY THIS AGREEMENT

- 7.1 With the exception of not sharing hydro power usage for street lighting, signals and road allowance trees, each Municipality will share equally in the cost of maintaining the Boundary Roads described in Schedule "A" of this Agreement.
- 7.2 Each party will invoice the other as necessary according to shared Routine Maintenance and Repair of Highways and Structures (as per Section 2), Capital Improvements (as per Section 3) and Emergency Works (Section 4) charging 50% of internal costs, design and construction, contractors and consultant costs, materials and equipment usage for the work carried out. Parties being invoiced shall be subject to a 15% overhead, except for Capital Improvements. Capital Improvements will be subject to a separate agreement (as per Section 3) where the 10% contingency and 5% inspection costs shall be explicitly outlined. Payment will be due within thirty (30) days of the receipt of the invoice including applicable HST.

8.0 INTERPRETATION

- 8.1 This Agreement contains the entire understanding between the parties with respect to the subject matter contained herein. All other responsibilities,

- duties, liabilities or other rights and/or powers of the respective jurisdictions, statutory or otherwise, remain unaffected unless specifically addressed herein.
- 8.2 Where there is any conflict between any provision of this Agreement and the provisions of the *Municipal Act*, 2001, as amended, the provision of the *Municipal Act*, 2001, shall prevail to the extent of the conflict.

9.0 INDEMNIFICATION

- 9.1 The Municipalities covenant and agree that they shall indemnify, defend and save harmless the other party from any liability, cost, demands, damages, expenses, claims and suits including reasonable legal fees arising out of or in any way related to the obligations of the Municipality to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of the Municipality. This indemnity shall survive the early termination or expiry of this Agreement.
- 9.2 Notwithstanding anything to the contrary contained in this Agreement and subject to any applicable legislation and the ability of a Municipality to protect its own rights in the face of litigation against that party, each party agrees to assist the other party in a timely manner in terms of the provision of information relevant to any claims that are made against the other party with respect to either party's obligations assumed under this Agreement.

10.0 RECIPROCAL INSURANCE FOR CAPITAL WORKS AND MAINTENANCE

- 10.1 Each Municipality and their contractor shall provide and maintain during the term of the Agreement Commercial/Comprehensive General Liability insurance subject to limits of not less than TEN MILLION DOLLARS (\$10,000,000.00) per occurrence for bodily injury, death and damage to property including loss of use occurring upon its lands. Such insurance shall include premises, property and operations; personal injury; owners' and contractors' protective; occurrence property damage; products and completed operations; non-owned automobile; broad form property damage; contingent employer's liability; blanket contractual liability; employees as additional insured; and cross liability and severability of interests' clauses. Each party shall add the other party as an additional insured and their contractor shall add both parties as an additional insured.
- 10.2 Each Municipality and their contractor shall provide and maintain during the term of the Agreement Automobile liability insurance with respect to owned or leased licensed vehicles used directly or indirectly in the performance of the Agreement covering liability for bodily injury, death and damage to

property with a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive for each and every loss.

- 10.3 All the above insurance policies shall contain an endorsement to provide all Named Insured and Additional Insured with thirty (30) days prior written notice of cancellation.
- 10.4 Evidence of insurance shall be provided prior to the execution of the Agreement and upon the anniversary date(s) of all applicable policies.
- 10.5 Each Municipality shall take all reasonable steps to not do or omit to do anything that would impair or invalidate the insurance policies.
- 10.6 The insurance coverage shall in no manner discharge, restrict or limit the liabilities and obligations assumed by the Municipalities under this Agreement.

11.0 AGREEMENT ADMINISTRATION AND AMENDMENT

- 11.1 Each party agrees to appoint at least one (1) representative, who will act as Contract Administrator for that party within one (1) week of execution of this Agreement.
- 11.2 Each Contract Administrator shall provide his/her contact particulars, in writing, to the other party within two (2) weeks of execution of this Agreement.
- 11.3 Each Contract Administrator shall ensure that detailed Maintenance and Communications Logs and other records relevant to the Routine Maintenance and Repair and the Capital Improvement programs are maintained with respect to the parties' obligations under this Agreement. These Maintenance and Capital Records shall be available for review and/or copying by the other Municipality, upon request during regular business hours. Any records reviewed and/or copied, pursuant to this provision, shall be kept in the strictest of confidence subject only to the requirements of applicable privacy and freedom of information laws and any other provision of this Agreement.
- 11.4 The Contract Administrators shall communicate on a regular basis and in any event, no less than once every year in order to discuss issues arising due to the obligations contained in this Agreement.
- 11.5 For greater certainty, any changes and/or amendments to this Agreement, including without limitation, any changes to Routine Maintenance and Repair, conducted by either or both parties, shall be approved by the Council of each Municipality respectively and shall be authorized by By-Law amending this Agreement.
- 11.6 Both parties shall ensure that contact information is up-to-date in the event of staff change or organizational transition and or address change. Each party agrees to provide new contact particulars, in writing, to the other party within two weeks of the change.

12.0 DISPUTE RESOLUTION

- 12.1 In the event of a dispute between the Municipalities to the agreement arising pursuant to this Agreement, the Contract Administrators agree to engage in good faith negotiations with a view to resolving the dispute.
- 12.2 In the event the Contract Administrators are unable to resolve a dispute within twenty (20) days as of the date the dispute arose, the dispute shall be elevated to the General Manager (or designates) of each municipality for resolution within ten (10) business days of receipt of such request.
- 12.3 In the event the General Managers (or designates) are unable to resolve the dispute within sixty (60) days as of the date the dispute was brought, then the dispute shall be elevated to the City Manager/Chief Administrator Officer of the respective municipality for resolution within thirty (30) business days of receipt of such request failing which the parties agree to submit to arbitration under the Rules of the Arbitration Act, 1991, S.O. 1991 c.17, as amended.
- 12.4 Nothing contained herein shall be construed as waiving any additional rights in law or in equity of either party with respect to this Agreement.

13.0 GENERAL PROVISIONS

- 13.1 This Agreement comes into force on the day of its execution by both Municipalities hereto and shall continue in force for a period of ten (10) years. This Agreement shall then automatically renew for another five (5) years unless one of the parties provides the other party with ninety (90) days written notice prior to the renewal date of an intent to revise portions of the Agreement.
- 13.2 If upon the termination of this Agreement no new agreement is in place the shared jurisdictional practices carried out in the past will continue until a new agreement is entered into by the parties.
- 13.3 No amendment or variation to this Agreement or any of the terms hereof shall be binding upon the Municipalities hereto, unless the same is in writing and properly authorized and executed by both parties to this Agreement by going through By-law authorization.
- 13.4 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 13.5 This Agreement shall not be assigned by either Municipality without the prior written consent of the other party.
- 13.6 It is understood and agreed by the Municipalities hereto that they are and shall be acting independently in the performance of their duties under this Agreement. Nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venture, partner, fiduciary, employee or servant of the other for any purpose.

- 13.7 Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 13.8 If any provision of this Agreement is held to be invalid, void or unenforceable, then the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.
- 13.9 No waiver to the provisions of this Agreement will be allowed unless both Municipalities are in agreement and document the waiver. Should there be any breach or default by any party hereto in the performance of its obligations hereunder the party shall be subject to requirements set out in Section 14. Failure on the part of any Municipality to complain of any act or failure to act of any other Municipality or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by the first Municipality of its rights hereunder.
- 13.10 The insertion of headings in this Agreement is for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.
- 13.11 This document may be executed in any number of counterparts, each of which shall be deemed to be an original and shall fully bind each party who has executed it.
- 13.12 All references to a day or days in this Agreement shall mean a calendar day or calendar days.
- 13.13 Any notice provided for under this Agreement shall be in writing and shall be sufficiently given if delivered personally or if transmitted by facsimile with an original signed copy sent by prepaid registered mail within forty-eight (48) hours thereafter or if mailed, by prepared registered mail, to the parties, as follows:
- (a) To Township, at:
1560 Laurier Street,
Rockland, On
K4K 1P7
Attention: Lenhart, Julian
jlenhart@clarence-rockland.com
Tel: 613-446-6022 ext. 2270
- (b) To City, at:
100 Constellation Drive,
Ottawa, ON
K2G 6J8
Attention: Right of Way Agreements Coordinator
e-mail : joseph.langiano@ottawa.ca
Tel: 613-580-2424 ext:23034

An alternate address or facsimile number will be accepted if given in writing. Any notice delivered shall be effective on the date of personal delivery or on the date of facsimile transmission and any notice mailed shall be effective three (3) days after the mailing thereof, provided that where interruption of mail services is likely by reason of any strike or other labour dispute, notice shall be given by personal delivery or facsimile transmission.

14.0 DEFAULT

Notwithstanding any of the foregoing, in addition to any other remedies available at law or in equity, in the event that one Municipality defaults in the performance of its obligations under this Agreement, the other party has the option of performing the work to the extent of the deficiency and charging the defaulting party for said services, including without limitation, all personnel administrative and/or other related costs thereto.

IN WITNESS WHEREOF the Corporate Seals of each of the parties hereto have been affixed duly attested by the respective authorized Signing Officers:

EXECUTED IN QUADRUPLETCATE

TOWNSHIP OF NORTH DUNDAS

Per: _____
Mayor – Guy Desjardins

Per: _____
Clerk – Monique Ouellet

Date
We have the authority to bind the Corporation.

CITY OF OTTAWA

Per: _____
Mayor – Jim Watson

Per: _____
Clerk – Rick O'Connor

Date
We have the authority to bind the Corporation.

SCHEDULE "A"

**BOUNDARY ROADS, DESCRIPTIONS AND MAINTENANCE
PRACTICES**

DRAFT

SCHEDULE "B"

BOUNDARY ROADS AND SKETCHES

DRAFT

SCHEDULE "C" SAMPLE

BOUNDARY ROAD CAPITAL RENEWAL AGREEMENT

AND PROJECT SCOPE

PARTY OF THE FIRST PART

Phone (613) _____

Representative _____

Director _____

Roads and Public Works _____

PARTY OF THE SECOND PART

City of Ottawa _____

Planning, Infrastructure & Economic
Development Department _____

100 Constellation Cr., Ottawa, K2G 6J8 _____

Phone (613) 580-2424, ext. _____

Representative _____

Senior Engineer, Structure Renewal
Asset Management Branch _____

It is hereby agreed by the first party to contract with the second party, which shall provide boundary road renewal on specific roads according to the following conditions:

1. Both parties have agreed to the general culvert renewal strategy as described in Schedule A: Scope of Work ("project").
2. The City of Ottawa will tender and manage the project. The Project Manager for the City of Ottawa is _____, Asset Management, Planning, Infrastructure and Economic Development.
3. The parties agree that the City of Ottawa shall perform the services identified above in paragraph 1. _____ shall be responsible for reimbursing the City of Ottawa 50% of the total cost of the design and construction work carried out as part of the project including external (e.g., labour, equipment, vehicles and material cost) and internal costs (e.g., contract administration, construction supervision) plus applicable taxes. The total cost is estimated to be \$XX, plus applicable HST; however invoicing will be based on actual costs at the end of the project. Should the price be higher, _____ will be advised prior to proceeding with granting the contract.

4. All invoices shall be sent to the attention of the above Representative of _____. Payment (including applicable HST) shall be made for actual incurred costs upon completion of the project within thirty (30) days of invoicing.
5. Shall commit funds in its **20XX** budget for the project in the amount of \$XX. Will invoice the City of Ottawa for 50% of any related internal costs. Payment (including applicable HST) shall be made for actual incurred costs upon completion of the project within thirty (30) days of invoicing.
6. The parties agree that the value of the road infrastructure assets is shared at 50% for accounting purposes.
7. Other considerations:
The undersigned parties hereby agree to abide by the above conditions until notice to withdraw from this Agreement is appropriately given by one party to the other with no less than one month's notice, but not for more than one year from the date of signing of this Agreement.

This Agreement shall be effective from the _____ day of _____

Signed and sealed this _____ day of _____, 2016

PARTY OF THE FIRST PART

Signed _____

Position

Date _____

PARTY OF THE SECOND PART

Signed _____

Position: General Manager
Planning, Infrastructure and Economic Development Department
City of Ottawa

Date _____

SCOPE OF WORK

Boundary road renewal of the Timmins Road culvert (known as L431010 in the City of Ottawa inventory), a 610 mm RCSP located under Timmins Rd approximately 0.01 km from Kinburn Side Rd, shall include the following:

Strategy:

- Invert of West extension has rusted out. Invert of section under the roadway has severe rust with possible perforations and East extension has light rust in invert. The recommended renewal strategy entails the following major components:
 - Culvert shall be replaced with aluminized CSP, minimum thickness 2.8 mm.
 - Reduction in size of the culvert is not recommended.
 - Culvert shall be replaced with equal/larger size. A cover depth of 300mm over the culvert shall be maintained.
 - All joints shall be wrapped with non-woven geo-textile of minimum 1 m width.
 - Erosion control measures shall be installed as required.

Environmental Screening:

- Species at Risk Screening (SARS) was carried out by the City and the culvert has been classified as follows:
 - Low Risk – Milksnake
- Mitigation measures required:
 - Recommend site-specific SAR awareness training for all supervisors on-site
 - Construction staff, or person designated by a supervisor of the project, must survey work area prior to construction start-up to ensure no SAR are present. SAR observations to be reported to City Project Manager and Contract Administrator, who in return must contact the MNR. Further measures may be needed to continue the activity
 - Provide site-specific SAR information to on-site staff. Information should include:
 - A description of relevant SAR;
 - Photos of SAR that may be present on site;
 - Appropriate avoidance measures; and,
 - Emergency contact numbers in case of incident with SAR

Clarence- Rockland

Schedule "A" Boundary Roads, Descriptions and Maintenance Practices

Boundary Road Name & Description		Length (Km)	Ward #	Boundary Municipality	Road Classification	Road Surface Type (see notes)	Routine Maintenance & Repair	Invoicing
B41	Canaan Rd Russell Rd North to Dead End	0.9	19	Township of Clarence-Rockland	Collector	Gravel	Clarence-Rockland maintains year round	No
B42	Canaan Rd From Magladry South to Dead End	2.2	19	Township of Clarence-Rockland	Local	Gravel	Ottawa maintains in summer only	No
B43	Canaan Rd From Colonial south to Dead End	1.8	19	Township of Clarence-Rockland	Collector	High Class Bituminous (HCB)	Clarence-Rockland maintains year round	No
B44	Canaan Rd From Colonial Rd to Etienne Rd	3.1	19	Township of Clarence-Rockland	Collector	Gravel	Clarence-Rockland maintains year round	No
B45	Canaan Rd From Etienne Rd to Baseline Rd	3	19	Township of Clarence-Rockland	Collector	High Class Bituminous (HCB)	Ottawa maintains year around	No
B46	Canaan Rd From Baseline Rd to Wilhaven Dr	0.2	19	Township of Clarence-Rockland	Collector	High Class Bituminous (HCB)	Ottawa maintains year round	No
B47	Canaan Rd From Wilhaven Dr to 174	1.9	19	Township of Clarence-Rockland	Collector	High Class Bituminous (HCB)	Ottawa maintains year round	No

Unopened Road Allowances

Road Allowance & Description		Length (Km)	Ward #	Boundary Municipality	Road Classification	Road Surface Type (see notes)	Routine Maintenance & Repair	Invoicing
URA8	Part of the Road Allowance between The Township of Cumberland and The Township of Clarence lying north of Indian Creek Road and lying south of Russell Rd	3.9	19	Township of Clarence-Rockland	N/A	N/A	N/A	N/A

URA9	Part of the Road Allowance between The Township of Cumberland and The Township of Clarence lying north of Belvedere Road and lying south of Canaan Rd	1.1	19	Township of Clarence-Rockland	N/A	N/A	N/A	N/A
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Last Revised Nov 22/2017

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NO. 2018-09

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO RECOGNIZE JOINT JURISDICTION OF BOUNDARY LINE HIGHWAYS AND TO ENTER INTO THE BOUNDARY ROADS AGREEMENT WITH THE CITY OF OTTAWA

WHEREAS Section 20 of the *Municipal Act, 2001*, S.O. c.25 as amended, provides that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS Section 27(2) of the *Municipal Act, 2001*, S.O. c.25 as amended provides that if a highway is under the joint jurisdiction of two or more municipalities, a by-law in respect of the highway must be passed by all of the municipalities having jurisdiction over the highway

AND WHEREAS Section 29(1) of the *Municipal Act, 2001*, S.O. c.25 as amended provides that municipalities having joint jurisdiction over a boundary line highway enter into an agreement under which each municipality agrees to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part, the agreement and a copy of the by-law authorizing the agreement may be registered in the proper land registry office for the area in which the highway is located;

NOW THEREFORE, the Council of the Corporation of the City of Clarence-Rockland enacts as follows:

1. **THAT** Council authorizes the Mayor and the Clerk to execute a Boundary Roads Agreement with the City of Ottawa;
2. **THAT** the Boundary Roads 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 XX DAY OF XXXXX, 2018.

GUY DESJARDINS, MAYOR

MONIQUE OUELLET, CLERK



REPORT N° PRO2018-003

Date	05/02/2018
Submitted by	Brian Wilson
Subject	Tender Award – Water Rescue Vessel
File N°	Click here to enter text.

1) **NATURE/GOAL :**

To obtain a council resolution to award the tender for the procurement of a new water rescue vessel, in accordance with the City's procurement policy.

2) **DIRECTIVE/PREVIOUS POLICY :**

The City's procurement by-law requires all tender awards in excess of \$50,000 to be approved by Council

3) **DEPARTMENT'S RECOMMENDATION :**

THAT Council authorize the award of tender to Polaris Inflatables Inc. in the amount of \$65,718 + HST (\$66,901), FOB Rockland.

AND FURTHER THAT Council hereby authorizes administration to issue a purchase order to Polaris Inflatables Inc. for \$65,718 + HST.

AND FURTHER THAT Council hereby direct funds for this purchase to come from the Equipment Reserve (\$45,000) and the Vehicle Reserve (\$21,901) accounts.

QUE le Conseil autorise l'attribution d'une soumission à Polaris Inflatables Inc. au montant de 65 718 \$ + TVH (66 901 \$), FOB Rockland.

ET DE PLUS QUE le conseil autorise par la présente l'administration à émettre un bon de commande d'achat à Polaris Inflatables Inc. pour 65 718 \$ + TVH.

ET DE PLUS QUE le Conseil affecte par la présente les fonds nécessaires pour que cet achat provienne des comptes de la réserve d'équipement (45 000 \$) et de la réserve de véhicules (21 901 \$).

4) **BACKGROUND :**

On October 2, 2017, Committee of the Whole passed resolution COW2017-210, which authorized establishing a water and ice rescue capability for the Clarence-Rockland Fire Department, including vessel-based water rescue.

On December 18, 2017, Council passed resolution 2017-280, which approved the purchase of a new water rescue vessel for an amount not to exceed \$65,000 + HST, with funds coming from the equipment reserve (\$45,000) and the vehicle reserve (\$20,000).

On December 22, 2017, a Request for Tenders (RFT) was posted on MERX and the City's website for the supply of a water rescue vessel and trailer, FOB Rockland. This RFT closed on January 19th, 2018. The City received two (2) submitted bids for this process.

Tender 'A' – submitted by Polaris Inflatable Boats (Canada) Ltd. was deemed compliant with the bid specifications, for a total bid price of \$65,718 + HST (including \$4,500 + HST for shipping).

Tender 'B' – submitted by CO2 Inflatables Inc. was deemed non-compliant with all of the bid specifications, for a total bid price of \$79,000 + HST.

5) **DISCUSSION :**

There were two (2) tenders submitted for consideration in this process. Only one of these tenders met the specifications outlined in the RFT process.

The sole compliant bid's price was \$65,718 + HST, which is above the approved purchase amount of \$65,000 + HST. In discussion with this bidder, it was determined that some pricing did increase effective January 1st, 2018, most notably the motor manufacturer, which has impacted on the overall tender pricing.

A number of options were explored in an effort to find more cost effective shipping for the new vessel. The bidder indicated they would be agreeable for the City to arrange for alternative shipping arrangements which would reduce their bid by \$4,500 + HST. In addition, the bidder did recommend that the City could send a representative to their facility to participate in sea trials of the new vessel, and suggested that the boat could potentially be driven back at that time, reducing shipping costs.

A number of options have been considered: stay with tender bid and have supplier arrange shipping, drive there and tow the boat back, fly there, rent a vehicle and tow the boat back, and lastly, ship the boat back with alternative shipper.

Option 2: Drive there, tow the boat back

Costs associated with driving to/from the bidders facility (B.C.) were investigated in order to explore that possibility, and are detailed as follows:

• Fuel (est. 1,200 L)	\$1,550
• Hotel (8 nights @ \$150)	\$1,200
• Meals (9 days @ \$50)	\$ 450
• <u>Salary (9 days)</u>	\$?
TOTAL	\$3,200 + HST

These costs do not include wear-and-tear on the City vehicle for the travel there and back, nor do they include the salary cost for the time involved. In total, this option far outweighed sticking with the tendered price and having the builder ship the boat.

Option 3: Fly there, rent a vehicle and tow the boat back

Costs associated with travel to the bidders facility (B.C.) were investigated in order to explore the possibility of going to participate in sea trials and then transporting the boat and trailer back, and are detailed as follows:

• One-way flight	\$ 500
• One-way Vehicle rental	\$2,000
• Fuel (est. 700 L)	\$ 900
• Hotel (4 nights @ \$150)	\$ 600
• Meals (5 days @ \$50)	\$ 250
• <u>Salary (5 days)</u>	\$?
TOTAL	\$4,250 + HST

These costs do not include the salary cost for the time involved. In total, this option far outweighed sticking with the tendered price and having the builder ship the boat.

Option 4: Alternative shipping company

The City's Procurement Officer did investigate alternative shipping options, and was quoted \$6,000 + HST for shipping of the boat and trailer. This cost also outweighed the tendered price for shipping as provided in the tender bid.

Given the options noted above, the best option for consideration is to approve the tender award at the bid price (above the original approved amount).

Based on this, it is recommended that Council direct administration to proceed with selecting Option 1 and award the tender as submitted for \$65,718 + HST, from Polaris Inflatables.

6) CONSULTATION:

Three vendors were consulted as part of this request for tenders, although only two submitted bids for consideration.

7) **RECOMMENDATIONS OR COMMENTS FROM COMMITTEE/ OTHER DEPARTMENTS :**

None.

8) **FINANCIAL IMPACT (expenses/material/etc.):**

	Amount/ montant
Contract price + Delivery fees	\$65,718
Impact of HST (1.8%)	\$1,183
Total Cost to the City	\$66,901
Budget account :	
1-2-0085-0203 – Equipment reserve	\$45,000
1-2-0085-0200 – Vehicle reserve	\$21,901
Remainder / (Shortfall)	\$0

9) **SUPPORTING DOCUMENTS:**

Tender evaluation form.

BID OPENING FORM

INFLATABLE BOAT WITH MOTOR AND TRAILER

F18-PS-2017-004

Proponent	Price (Taxes Ex)	X 1.8%	Comments
Polaris Inflatable boats (Canada) Ltd.	\$ 65,718.00	\$ 66,900.92	
C02 Inflatables Inc.	\$ 79,000.00	\$ 80,422.00	
		\$ -	
		\$ -	
		\$ -	
		\$ -	

Dept.	Customer		RFx Close Date		Type
PROC	brian		19-Dec		InFLATABLE BOAT WITH MOTOR AND TRAILER
PROPOSER→	Polaris Inflatable boats (Canada)	C02 Inflatables Inc.			
Tender Price(Ex. HST)	\$ 66,900.92	\$ 80,422.00			
Bid Submission Form Submitted and Signed	Yes	Yes			
Pricing Schedule Provided	Yes	Yes			
Addenda acknowledged	Yes	No			
Appendix B Contact list	Yes	No			
Reference List Provided	Yes	Yes			
Required copies Provided	Yes	No			
Equipment checklist provided	Yes	Yes			
Bids completed in ink/Typed	Yes	Yes			
Bids received on documents provided in the request	Yes	Yes			
List of last 10 sales in past 5 years	Yes	Yes			
Appendix A Parts and service list	Yes	Yes			
No changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are not initiated by the Contractor	Yes	Yes			
No, Major mistakes in calculations or the bid.	Yes	Yes			
No, Other Proposal Irregularities, including deviations in terms	Yes	Yes			
Has a compliant bid been submitted?	Yes	No			

Signatures	Tenders opened in the presence of:	
Names	Gerry L.	Jocelyn
Date	19/01/2018	19/01/2018
Published on:	Merx	City Web Page
Date Posted	22-Dec	

Notes: Supply department recommends lowest bidder be awarded contract after technical compliance check.



REPORT N° CLERK2018-02

Date	05/02/2018
Submitted by	Monique Ouellet, Clerk
Subject	Delegation of Powers and Duties Policy
File N°	C11-CLE

1) **NATURE/GOAL :**

The purpose of this report is to present a Delegation of Powers Policy for Council's consideration.

2) **DIRECTIVE/PREVIOUS POLICY :**

n/a

3) **DEPARTMENT'S RECOMMENDATION :**

THAT the Committee of the Whole recommend that Council adopts the proposed Delegation of Powers and Duties Policy No. ADM2018-03.

QUE le Comité plénier recommande que le Conseil adopte la Politique No. ADM2018-03 pour la délégation de pouvoirs et fonctions.

4) **BACKGROUND :**

Council has adopted a few by-laws delegating specific powers to staff over the years; however, a general policy for the delegation of its powers and duties has never been adopted as required by the Municipal Act.

5) **DISCUSSION :**

Section 270 of *the Municipal Act, 2001*, as amended, requires that the municipality adopts and maintains a policy with respect to 'the delegation of its powers and duties'. Presently, the City has in place a Purchasing By-law which outlines different levels of authority that have been delegated to staff and a few other specific by-laws which delegates some specific authority to staff.

Nevertheless, in order to comply with the provisions of Section 270, Council needs to consider the adoption of a policy which outlines what Council should consider before delegating its powers and duties and provides for the establishment of requirement, conditions and restrictions with each delegation.

6) **CONSULTATION:**

n/a

- 7) **RECOMMENDATIONS OR COMMENTS FROM COMMITTEE/ OTHER DEPARTMENTS :**
n/a
- 8) **FINANCIAL IMPACT (expenses/material/etc.):**
There is no financial implication in relation to this report
- 9) **LEGAL IMPLICATIONS :**
Municipal Act, 2001, as amended.
- 10) **RISK MANAGEMENT :**
Should a policy with respect to the delegation of its powers and duties not be adopted, the municipality could be in contravention with the provisions of the *Municipal Act*.
- 11) **STRATEGIC IMPLICATIONS :**
Improve efficiencies and effectiveness
- 12) **SUPPORTING DOCUMENTS:**
 - By-law to adopt Policy
 - Delegation of Powers and Duties Policy ADM2018-03
 - List of currently delegated powers and duties

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW 2018-xx

**BEING A BY-LAW TO ESTABLISH A DELEGATION OF
POWERS AND DUTIES POLICY AND TO DELEGATE
SOME OF THOSE POWERS AND DUTIES.**

WHEREAS Section 270 (1) of the Municipal Act, 2001, as amended requires that municipalities adopt and maintain policies with respect to the delegation of municipal powers and duties; and

THEREFORE the Council of the City of Clarence-Rockland enacts as follows:

1. **THAT** the delegation of powers and duties shall be governed by the provision and regulations contained in this By-law and Schedule 'A', entitled Policy ADM2018-03 Delegation of Powers and Duties, attached hereto and forming part of this By-law.
2. **THAT** this By-law shall come into force and be effective on the date of its adoption.

Read and passed in open Council on this _____th day of _____ 2018.

Guy Desjardins, Mayor

Monique Ouellet, Clerk

CORPORATION de la Cité de / of the City of Clarence-Rockland		Politique <i>Policy No.:</i>	ADMIN2018-03
		Sujet <i>Subject:</i>	Délégation de pouvoir Delegation of authority
		Categorie <i>Category:</i>	Administration
Date:	February 5, 2018	Résolution <i>Resolution No.:</i>	
Auteur <i>Author:</i>	Monique Ouellet, Clerk	Règlement <i>By-law No.:</i>	

1.0 Énoncé de politique

Le Conseil de la Cité de Clarence-Rockland, en tant que gouvernement municipal légitimement élu, répond directement aux citoyens de l'exercice de ses fonctions législatives, décisionnelles et administratives.

Les décisions du conseil sont généralement exprimées par un règlement ou une résolution du conseil adoptée par un vote majoritaire. La gestion efficace de la corporation municipale et du besoin de répondre aux enjeux en temps opportun exige du Conseil de confier certains pouvoirs et responsabilités aux comités et au personnel tout en conservant la responsabilité, laquelle peut être accomplie efficacement par la délégation de fonctions législatives et administratives.

L'autorité du conseil sera déléguée selon le contexte et conformément aux exigences indiquées dans la *Loi sur les municipalités*.

1.0 Policy Statement

The Council of the City of Clarence-Rockland, as a duly elected municipal government is directly accountable to its constituents for its legislative decision-making, policies and administrative functions.

Council's decisions are generally expressed by by-law or resolution of Council carried by a majority vote. The efficient management of the municipal corporation and the need to respond to issues in a timely fashion require Council to entrust certain powers and duties to committees and staff while concurrently maintaining accountability, which can be effectively accomplished through the delegation of legislative and administrative functions.

Council authority will be delegated within the context and in accordance with the requirements outlined in the *Municipal Act*.

2.0 But/Objectif

La *Loi sur les municipalités* exige que toutes les municipalités adoptent et conservent une politique relativement à la délégation de pouvoir législatif et administratif. Cette politique identifie ce que le Conseil doit considérer avant de déléguer certains de ses pouvoirs et responsabilités et les exigences, conditions et restrictions au conseil d'autoriser toute délégation.

2.0 Purpose/Objective

The *Municipal Act, 2001* requires that all municipalities adopt and maintain a policy with respect to the delegation of Council's legislative and administrative authority. This policy outlines what Council should consider before any delegation of some of its powers and duties and the requirements, conditions and restrictions for Council to authorize any delegation.

<p>Le but de cette politique est définir le cadre des pouvoirs et responsabilités où le Conseil peut déléguer son pouvoir législatif et administratif et d'établir les principes régissant une telle délégation.</p>	<p>The purpose of this policy is to set out the scope of the powers and duties which Council may delegate its legislative and administrative authority and to establish principles governing such delegation.</p>
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3.0 Définitions

<p>« Pouvoirs légas et quasi judiciaires » inclut toutes les affaires où le conseil agit dans une fonction législative ou quasi judiciaire incluant l'adoption de règlements, l'établissement de politiques et l'exercice de l'autorité de prise de décision ;</p> <p>« Pouvoirs et responsabilités administratives » inclut toutes les affaires requises pour la gestion de la corporation, lesquelles n'incluent pas le pouvoir de décision discrétionnaire.</p>	<p>'Legislative and Quasi-Judicial Powers' – includes all matters where Council acts in a legislative or quasi-judicial function including enacting by-laws, setting policies, and exercising decision-making authority;</p> <p>'Administrative Powers and Duties' – includes all matters required for the management of the corporation which do not involve discretionary decision-making.</p>
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4.0 Portée

<p>Cette politique s'applique à l'ensemble des comités du conseil, les départements et le personnel.</p>	<p>This policy applies to all committees of Council, departments and staff.</p>
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5.0 Procédures et ligne directrices

<p>Le conseil peut déléguer ses pouvoirs et responsabilités aux termes de la <i>Loi sur les municipalités</i>, la <i>Loi sur l'aménagement du territoire</i>, une loi privée relativement aux municipalités ou à une autre disposition prescrite à une personne ou un organisme sujet aux restrictions établies sous cette politique et aux exigences législatives de la <i>Loi sur les municipalités</i>.</p> <p>Pouvoirs et responsabilités administratives</p> <ol style="list-style-type: none"> 1. Le conseil peut déléguer n'importe lequel de ses pouvoirs et responsabilités administratives. 2. Afin que le conseil puisse autoriser la délégation de n'importe lequel de ses pouvoirs et responsabilités administratives, il doit tout d'abord approuver les conditions et restrictions de la délégation par l'approbation d'un règlement. 	<p>Council may delegate its powers and duties under the <i>Municipal Act</i>, the <i>Planning Act</i>, a private Act relating to the municipality and such other Acts as may be prescribed to a person or body subject to the restrictions as set out in this Policy and the legislative requirements of the <i>Municipal Act</i>.</p> <p>Administrative Powers and Duties:</p> <ol style="list-style-type: none"> 1. Council may delegate any of its administrative powers and duties. 2. In order for Council to authorize the delegation of any of its administrative powers and duties, it shall first approve the conditions and limitations of the delegation by the approval of a by-law.
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<p>3. Le conseil doit approuver la politique et les procédures de la délégation, lesquelles incluent les mesures de surveillance et d'imputabilité du délégué et de la transparence des actions et des décisions du délégué.</p> <p>4. Toute délégation de pouvoirs administratifs peut être sujette à n'importe quel règlement du Ministre.</p>	<p>3. Council shall approve policy and procedures for the delegation which includes measures for the monitoring and accountability of the delegate and the transparency of the delegate's actions and decisions.</p> <p>4. Any delegation of administrative powers may be subject to any regulation made by the Minister.</p>
<p>Pouvoirs législatifs et quasi judiciaires :</p> <ol style="list-style-type: none"> 1. Les pouvoirs législatifs et quasi judiciaires peuvent être délégués seulement à ces personnes : <ul style="list-style-type: none"> • Un ou plusieurs membres du conseil municipal • Un organisme qui a au moins deux (2) membres, desquels 50 % sont des membres du conseil, personnes nommées par le conseil ou une combinaison des deux • Un officier, employé ou agent de la municipalité (si le pouvoir délégué est de nature mineure) 2. Le conseil doit approuver les conditions et restrictions de la délégation de ses pouvoirs législatifs et quasi judiciaires par l'adoption d'un règlement. 3. Le conseil doit approuver les politiques et procédures de la délégation, laquelle inclus les mesures pour la surveillance et l'imputabilité du délégué et de la transparence les actions et décisions du délégué. 4. Le conseil devra déléguer ses pouvoirs législatifs et quasi judiciaires à un officier, employé ou agent de la municipalité, seulement s'ils sont mineurs de nature, lesquels sont clairement définis dans la politique et les procédures autorisant ladite délégation. Le conseil, en déterminant si le pouvoir est de nature mineure, devra considérer un nombre de 	<p>Legislative and Quasi-Judicial Powers:</p> <ol style="list-style-type: none"> 1. Legislative and quasi-judicial powers can only be delegated to the following: <ul style="list-style-type: none"> • One or more members of municipal council • A body that has at least two (2) members, of which 50% are council members, council appointees, or combination • An officer, employee or agent of the municipality (if the power delegated is of a "minor nature") 2. Council shall approve the conditions and limitations for the delegation of any of its legislative and quasi-judicial powers by the adoption of a by-law. 3. Council shall approve policy and procedures for the delegation which includes measures for the monitoring and accountability of the delegate and the transparency of the delegate's actions and decisions. 4. Council shall only delegate legislative and quasi-judicial powers to an officer, employee or agent of the municipality which are minor in nature which is clearly defined within the policy and procedures authorizing the said delegation. Council, in determining whether or not a power is of a minor nature, should consider a number of factors

<p>facteurs tels que le nombre de personnes, la grandeur de la zone géographique et durée affectée par l'exercice du pouvoir.</p> <p>5. La délégation des pouvoirs législatifs et quasi judiciaires du conseil est restreinte aux pouvoirs se trouvant dans la <i>Loi sur les Municipalités</i>, la <i>Loi sur l'Aménagement du territoire</i>, une loi privée relative à la municipalité et toute autre loi pouvant être prescrite.</p> <p>6. Toute délégation de pouvoirs législatifs ou quasi judiciaires peut être sujette à toute réglementation faite par le Ministre.</p>	<p>as well as the number of people, the size of the geographic area and the time period affected by an exercise of the power.</p> <p>5. The delegation of legislative and quasi-judicial powers of Council are restricted to powers found in the <i>Municipal Act</i>, the <i>Planning Act</i>, a private act relating to the municipality and “such other Acts as may be prescribed.”</p> <p>6. Any delegation of legislative or quasi-judicial powers may be subject to any regulation made by the Minister.</p>
<p><u>Exigences générales :</u></p> <ol style="list-style-type: none"> 1. La délégation d'un pouvoir, d'une responsabilité ou d'une fonction selon tout règlement envers un membre du personnel inclut une délégation à une personne étant nommée par le directeur général ou sélectionnée à l'occasion par le délégué pour agir dans la capacité du délégué en cas d'absence de celui-ci. 2. Sujet à la première section, une personne à qui un pouvoir, une responsabilité ou une fonction a été délégué par règlement ne peut pas déléguer de nouveau à une autre personne ce pouvoir, cette responsabilité ou cette fonction à moins que la sous-délégation soit permise. 3. En exerçant tout pouvoir délégué, le délégué doit veiller à ce que : <ul style="list-style-type: none"> • Toute dépense relative à l'affaire doit avoir été prévue dans le budget actuel (ou autorisée par le règlement sur l'approvisionnement) ; • Lorsque la nature des pouvoirs délégués l'exige, les rapports doivent être soumis au conseil pour aviser de l'exercice d'un pouvoir délégué et confirmant les exigences du pouvoir délégué et 	<p><u>General Requirements:</u></p> <ol style="list-style-type: none"> 1. A delegation of a power, duty or function under any by-law to any member of staff includes a delegation to a person who is appointed by the CAO or selected from time to time by the delegate to act in the capacity of the delegate in the delegate's absence. 2. Subject to section 1, a person to whom a power, duty or function has been delegated by by-law has no authority to further delegate to another person any power, duty or function that has been delegated, unless sub-delegation is expressly permitted. 3. In exercising any delegated power, the delegate shall ensure the following: <ul style="list-style-type: none"> • any expenditure related to the matter shall have been provided for in the current year's budget (or authorized by the procurement by-law); • where provided by the specific delegated authority, reports shall be submitted to Council advising of the exercise of a delegated power and confirming compliance with

<p>de cette politique ;</p> <ul style="list-style-type: none"> • Toutes politiques en matière d'assurance et de gestion des risques doivent être respectées ; • Les délégués doivent s'assurer de l'application constante et équitable des politiques et lignes directrices. 	<p>the delegated authority and this policy;</p> <ul style="list-style-type: none"> • All policies regarding insurance and risk management shall be complied with; • Delegates shall ensure the consistent and equitable application of council policies and guidelines.
<p><u>Étendue du pouvoir :</u></p> <ol style="list-style-type: none"> 1. Une délégation peut être révoquée en tout temps sans préavis à moins que le règlement établissant la délégation défisisse spécifiquement les limites du pouvoir municipal de révoquer cette délégation. 2. Une délégation ne doit pas limiter le droit de révoquer une délégation au-delà du terme du conseil ayant fait la délégation. 3. Une délégation peut établir que seulement le délégué peut exercer le pouvoir délégué ou que la municipalité et le délégué peuvent exercer le pouvoir. 4. Une délégation peut être sujette aux limites et conditions que le conseil juge appropriées. Le conseil devra établir les procédures que le délégué devra suivre et les mesures particulières de la responsabilité du délégué et de la transparence des actions du délégué. 	<p><u>Scope of Power:</u></p> <ol style="list-style-type: none"> 1. A delegation may be revoked at any time without notice unless the delegation by-law specifically limits the municipality's power to revoke the delegation. 2. A delegation shall not limit the right to revoke the delegation beyond the term of the council which made the delegation. 3. A delegation may provide that only the delegate can exercise the delegated power or that both the municipality and the delegate can exercise the power. 4. A delegation may be made subject to such conditions and limits as the council considers appropriate. Council shall outline the procedures that the delegate is required to follow and specific measures for accountability of the delegate and the transparency of the delegate's actions.
<p><u>Restrictions de la délégation des pouvoirs législatifs et quasi judiciaires :</u></p> <ol style="list-style-type: none"> 1. Le conseil n'est pas autorisé à déléguer aucun des pouvoirs et responsabilités suivantes : <ul style="list-style-type: none"> • Nommer ou congédier des fonctionnaires municipaux dont la nomination est exigée par la présente loi de la municipalité ; • Adopter un règlement et faire affaire avec des dossiers concernant les taxes ; 	<p><u>Restrictions of Delegation of Legislative & Quasi –Judicial Powers:</u></p> <ol style="list-style-type: none"> 1. Council is not authorized to delegate any of the following powers and duties: <ul style="list-style-type: none"> • To appoint or remove from office statutory officers of the municipality; • To pass a by-law and deal with issues regarding taxes; • To incorporate corporations; • To adopt an official plan or an amendment to an official plan

<ul style="list-style-type: none"> • Incorporer des corporations ; • Adopter un plan officiel ou un amendement au plan officiel selon la <i>Loi sur l'aménagement du territoire</i> ; • Adopter un règlement de zonage selon <i>Loi sur l'aménagement du territoire</i> ; • Adopter un règlement relativement au soutien aux petites entreprises ou aux immobilisations municipales ; • Adopter un plan d'amélioration communautaire ; • Adopter ou amender un budget municipal • Tout autre pouvoir ayant été prescrit. 	<p>under the <i>Planning Act</i>,</p> <ul style="list-style-type: none"> • To pass a zoning by-law under the Planning Act; • To pass a by-law related to small business counseling & municipal capital facilities; • To adopt a community improvement plan; • To adopt or amend the municipal budget; • Any other power that may be prescribed.
<p><u>Comité d'appel</u></p> <ol style="list-style-type: none"> 1. Le conseil peut établir un comité d'appel pour entendre les appels ou réviser les décisions faites sous un pouvoir délégué, si cela est jugé nécessaire ; 2. Avant qu'un comité d'appel soit établi, le conseil doit déterminer les procédures, les pouvoirs et règlements pour ceux menant les appels à être approuvés dans un règlement établissant le comité d'appel. 	<p><u>Appeal body:</u></p> <ol style="list-style-type: none"> 1. Council may establish an appeal body to hear appeals or review decisions made under any delegated power, if it deems necessary; 2. Before an Appeal Body is established, Council shall determine procedures, powers and rules of those conducting the appeals to be approved in a By-law establishing the Appeal Body.

Review and Amendments

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

LIST OF DELEGATED POWERS AND DUTIES

Person or body delegated	Description Powers/Duties Delegated	Delegation Limits
Mayor	Designated as head for the purposes of the Municipal Freedom of Information and Protection of Privacy Act and authorized to further delegate his/her powers and duties to the City Clerk.	Set out in By-law No. 2014-151
Mayor OR, in his/her absence, Councillor Jean-Marc Lalonde or Councillor Michel Levert AND Chief Administrative Officer or Director of Financial Planning and Economic Development	Signing authority for cheques and other financial documents	Set out in Resolution No. 2017-52
Chief Administrative Officer	Authority to hire or dismiss any employee in accordance with existing policies subject to section 23.3 (1) of the Municipal Act.	Set out in By-law No. 2010-128
Chief Administrative Officer OR City Clerk	Authority to resolve liability claims in accordance with existing policies.	Set out in Policy No. CORP2014-01 adopted by resolution 2014-350
Treasurer	Authority to execute Minutes of Settlement arising out of tax appeals at the Assessment Review Board or the Ontario Municipal Board which, in the opinion of the Treasurer, are in the best interests of The City of Clarence-Rockland.	Set out in By-law No. 2017-113
Director of Infrastructure and Planning OR, in his/her absence, Manager of Development or Manager of Engineering and Operations	Authority to approve the final plans of subdivisions	Set out in By-law No. 2016-04

Manager of Development OR, in his/her absence, Clerk or Deputy Clerk	Authority to issue Certificates of Consent	Set out in By-law No. 2016-04
Director of Protective Services OR Designate appointed by the Chief Administrative Officer	Authority to temporary close all or part of a municipal highway to facilitate special events.	Set out in By-law No. 2012-11
Planning Advisory Committee	Authority to convene public meetings on behalf of the City of Clarence-Rockland in respect to applications received under provisions of the Planning Act, as amended.	Set out in By-law No. 2017-154
Committee of Adjustment	The Committee of Adjustment for the Corporation of the City of Clarence-Rockland as established by By-law, is authorized to grant minor variances and has authority to give consents under sections 45 and 53 respectively of the Planning Act, as amended, and the exercise of the Committee of Adjustment's powers and the procedures is governed by section 45 of the Planning Act and its establishing By-law, as amended.	Set out in By-law No. 2011-33
Manager of Development, Chief Building Official and Director of Finance and Economic Development	Authority to evaluate and approve applications submitted under the Community Improvement Plan incentive program	Set out in By-law No. 2017-01
Chief Administrative Officer, Directors, Managers	Authority to purchase goods and services	Set out in By-law No. 2016-60



RAPPORT N°INF2018-003 Renouvellement de contrat pour le surintendant drainage

Date	05/02/2018
Soumis par	Richard Campeau
Objet	Renouvellement de contrat pour le surintendant drainage
# du dossier	Cliquez ici pour entrer du texte.

1) **NATURE / OBJECTIF:**

La nature de ce rapport est d'obtenir l'approbation du Conseil afin de déroger de la politique d'approvisionnement et de renouveler le contrat du surintendant de drainage pour une période de deux (2) ans avec une (1) année optionnelle.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

N/A

3) **RECOMMANDATION DU SERVICE:**

QUE le Comité plénier recommande au Conseil d'adopter le règlement afin d'autoriser la signature de l'entente avec Leroux Consultant et d'assigner M. Eric Leroux comme surintendant de drainage afin qu'il puisse exécuter les tâches qu'ils lui sont imposé tel que spécifié dans la Loi sur le drainage L.R.O. 1990.

THAT the Committee of the Whole recommends that Council adopts a by-law to authorize the signature of an agreement with Leroux Consultant and appoint Mr. Eric Leroux as Drainage Superintendent to carry out the duties imposed upon him pursuant to the Drainage Act R.S.O. 1990.

4) **HISTORIQUE :**

Les drains municipaux à l'intérieur de la Cité Clarence-Rockland ainsi des autres municipalités de l'Ontario son essentiel à la bonne réussite de l'agriculture et à l'économie de l'est Ontario et l'Ontario en entier. Ces cours d'eau sont également souvent utilisés comme fossé de décharge ("outlet") afin d'égoutter la structure de nos routes.

Nous retrouvons trente-deux (32) drains municipaux à l'intérieur du territoire de notre municipalité.

En mars 2014, la Cité a été en soumission pour l'embauche d'un surintendant de drainage. À ce moment, seulement Leroux Consultant avait soumissionné. Leroux Consultant est donc à l'emploi de la

municipalité depuis avril 2014 afin d'effectuer la gestion et l'inspection de drain municipaux.

Pendant ces trois (3) dernières années, le département d'infrastructures et aménagement du territoire a été très satisfait des services reçus de M. Leroux.

5) DISCUSSION :

En anticipant la fin du contrat, M Leroux a mentionné au département d'infrastructures et aménagement du territoire qu'il serait prêt à honorer les mêmes termes et conditions, de plus au même taux horaires que les trois (3) dernières années pour un terme additionnel de deux (2) ans.

Les taux horaires de Leroux Consultant étaient compétitifs il y a trois (3) ans lorsqu'il a gagné son premier mandat avec la Cité Clarence-Rockland. Nous avons vérifié auprès des municipalités avoisinantes et nous avons constaté qu'en gardant ses taux gelés pour un terme additionnel de deux (2) ces taux seront de plus compétitifs.

Étant donné le bon service reçu pendant les trois (3) dernières années et le manque d'expertise disponible dans ce domaine, le département d'infrastructures et aménagement recommande de déroger de la politique d'approvisionnement et de renouveler le contrat de Leroux Consultant.

Taux horaire et taux kilométrage:

Taux	Contrat original (2014-2017)				Contrat additionnel (2018-2019)	
	2014	2015	2016	2017	2018	2019
Horaire	\$58/hr	\$58/hr	\$58/hr	\$58/hr	\$58/hr	\$58/hr
Kilométrage	\$0.55/km	\$0.55/km	\$0.55/km	\$0.55/km	\$0.55/km	\$0.55/km

6) CONSULTATION :

N/A

7) RECOMMANDATION OU COMMENTAIRES DU COMITÉ :

N/A

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

La province prévoit des subventions annuelles de 50% pour l'embauche d'un surintendant de drainage.

Lors du processus budgétaire de 2018, le salaire du surintendant de drainage a été endossé. La Cité est éligible à 50% de subvention

associée aux coûts du salaire et dépenses.

Une somme de 22 896\$ a été attribuée au budget 2018. Ceci nous permet de réaliser des travaux de gestion sur les drains municipaux pour un montant total de 45 792\$.

9) IMPLICATIONS LÉGALES :

Selon la *Loi sur le drainage L.R.O. 1990*, la Cité a l'obligation de gérer ses drains municipaux.

10) GESTION DU RISQUE (RISK MANAGEMENT) :

Avec l'embauche du Surintendant de drainage, ceci permet à la municipalité d'effectuer beaucoup plus de travaux préventifs sur nos drains municipaux. Par conséquent, ces travaux minimisent considérablement le risque de poursuite envers la municipalité due à des inondations ou dommages causés par de l'érosion.

11) IMPLICATIONS STRATÉGIQUES :

N/A

12) DOCUMENTS D'APPUI:

Annexe "A"

By-law 2018-XX

CONTRACT AGREEMENT

DRAINAGE SUPERINTENDENT PART TIME - 2 YEARS CONTRACT

THIS AGREEMENT has been made in triplicate this day of March, 2018.

BETWEEN

**THE CORPORATION OF THE CITY OF
CLARENCE-ROCKLAND**
(Hereinafter called the "City")

OF THE FIRST

And

ERIC LEROUX

LEROUX CONSULTANT

(Hereinafter called the "Drainage Superintendent")

OF THE SECOND PART

WITNESSETH

POSITION DESCRIPTION

POSITION TITLE

Drainage Superintendent for the Corporation of the City of Clarence-Rockland.

PURPOSE OF THE POSITION

Under the direction, control and policy of Council, and in accordance with the Drainage Act, to investigate water related complaints and to supervise the construction and maintenance programs for Municipal Drains in the City of Clarence-Rockland.

MAJOR RESPONSIBILITIES

Program/Service:

1. To initiate and supervise the maintenance and repair of any drainage works in accordance with the current By-law.
2. To assist in the construction or improvement of any drainage works.
3. To report to Council and to keep Council informed on drainage matters.
4. To inspect and report to Council on a regular basis the condition of each drainage works in the municipality.
5. As directed by Council, remove any minor obstruction from any drainage works from time to time in accordance with Section 81 of the *Drainage Act*; costs are charged to the respective drain.
6. Advise landowners of approaches that they might take to solve their drainage problems.
7. Aid a person in drawing up a petition but should not circulate the petition.
8. Advise Council on matters dealing with petitions being received.
9. Attend on-site meetings held by the engineer to provide assistance to all parties.
10. Review and comment on engineering reports received by Council; attend meeting to consider report to advise Council and affected ratepayers at the time of consideration of the report.
11. Provide comment to the Court of Revision, as required.
12. Advise the Council and landowners of the procedures and appeal rights under the Act.
13. Call tenders for work, as per current purchasing By-law and advise Council on tenders.
14. Testify before Drainage Tribunal, as required.

15. Act as liaison between Council, engineer, contractor, and landowner, during drain construction.
16. Visit site during drain construction, report progress to council, and check compliance with specifications.
17. Attend final inspection of drain construction, as required.
18. Inspect new drains for deficiencies and advise landowners of appeal rights on quality of construction prior to the end of the one-year period (Section 64), as required.
19. Investigate drainage concerns from landowners.
20. Investigate and report to Council where Council is notified that a drain is out of repair or has been placed on notice under Section 79.
21. Prepare a maintenance budget and Drainage Superintendent's budget for submission to the Ministry.
22. Keep an accurate log of all activities.
23. Verify application for maintenance grant and Drainage Superintendent's employment grant.
24. Familiarize oneself with the drainage works within the municipality.
25. To be aware of special assistance programs for landowners and municipalities, relating to soil and water management.
26. To be aware of Ministry requirements affecting the Drainage Superintendent work.
27. To be aware of the best methods of repairing and maintaining drainage works In accordance with the Act and good construction practice.
28. Be prepared to comment on drainage matters relating to severances and subdivision.
29. Actively participate in the Drainage Superintendent's Association of Ontario.

HUMAN RESOURCES

Supervises all personnel in the construction of new Municipal Drains and in the maintenance of existing Municipal Drains.

FINANCIAL RESOURCES

Assists in the preparation of the annual drainage budget.

Administrates the annual drain maintenance program.

MATERIAL RESOURCES

Ensure the safe operation and management of equipment and supplies such as drainage machinery, trucks and underground tile.

SKILLS AND EFFORT

Thorough of construction and maintenance techniques of underground and open drainage systems.

Knowledge in surveying.

Strong inner personal skills:

- To relate with employees and Council of the municipality;
- To relate with the general public to explain drain maintenance operations and to respond to questions and complaints;
- To relate with trades people and contractors to purchase the use of equipment and services;
- Must have some knowledge on the use of a transit, GPS etc.

WORKING CONDITIONS

Actively participates in the Drainage Superintendent's Association of Ontario.

Attends courses and conferences outside immediate area.

Attends day or night meetings as required.

Attends to evening emergencies.

Schedule of Prices

Price Proposal for two (2) year contract	
Hourly Rates for drainage duties	\$58.00/hr
Kilometer Rates for drainage inspections and others	\$0. 55/km

The forgoing description reflects the general duties necessary to describe the principal functions of the job identified and shall not be construed to be all of the work requirements that may be inherent in this classification.

IN WITNESS THEREOF the parties hereto have hereunto set their hand and seals the day and years first above written or caused their corporate seals to be affixed, attested by the signature

SIGNATURE OF OWNER
WITNESSES AND POSITON HELD

SIGNATURE OF CONTRACTOR
(COMPANY SEAL)

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NO. 2018-XX

**TO APPOINT A DRAINAGE SUPERINTENDENT PURSUANT TO THE
DRAINAGE ACT, 1990**

WHEREAS Section 93 (1) of the Drainage Act R.S.O. 1990 c. D 17, authorizes the Council of local Municipalities to appoint a Drainage Superintendent and provide for his remuneration for the purposes and in the manner set out herein;

WHEREAS the Council of the Corporation of the City of Clarence-Rockland deems it expedient to sign an agreement with Eric Leroux of Leroux Consultant for the Drainage Superintendent part time contract for a period of two (2) years with an option to renew for one (1) additional year.

NOW THEREFORE, the Council of the Corporation of the City of Clarence-Rockland enacts as follows:

1. **THAT** Council hereby appoints Eric Leroux (Leroux Consultant) as Drainage Superintendent to carry out the duties imposed upon him pursuant to the *Drainage Act R.S.O. 1990* and carry out other related duties as enumerated in Schedule "A" of this by-law; and
2. **THAT** the Director of Infrastructure and Planning be authorized to execute an agreement with Eric Leroux (Leroux Consultant) as per Schedule "A" attached hereto and forming part of this by-law; and
3. **THAT** this by-law shall come into force upon its adoption.

READ, PASSED AND ADOPTED BY COUNCIL THIS 21st DAY OF FEBRUARY 2018.

Guy Desjardins, Mayor

Monique Ouellet, Clerk

RAPPORT N° 2018-02-01



Date	24/01/2018
Soumis par	Jean-Luc Jubinville
Objet	Modification de la politique sur les crédits sur les taux de location de glace pour les associations mineures – Tournois communautaires
# du dossier	A09 – CRE

1) NATURE / OBJECTIF :

Le but de ce rapport est d'apporter les modifications nécessaires à la politique des crédits sur les taux de location de glace pour les associations mineures afin de refléter la décision du conseil municipal de rendre les tournois communautaires qui ont lieu entre le 1^{er} mars et le 15 avril éligible au crédit.

2) DIRECTIVE/POLITIQUE ANTÉCÉDENTE :

En 2017, les Services communautaires ont élaboré la politique LOI2017-01, soit la politique pour établir les lignes directrices pour les crédits sur les taux de location de glace pour les associations mineures.

3) RECOMMANDATION DU SERVICE:

ATTENDU QUE le conseil municipal a mandaté les Services communautaires de modifier la politique de crédits sur les taux de location de glace pour les associations mineures afin de rendre les tournois communautaires qui ont lieu entre le 1^{er} mars et le 15 avril éligible au crédit.

QU'IL SOIT RÉSOLU QUE le comité plénier recommande au conseil municipal d'adopter les modifications apportées à la politique LOI2017-01, étant la politique pour établir les lignes directrices pour les crédits sur les taux de location de glace pour les associations mineures; tel que recommandé.

WHEREAS Municipal Council members mandated the Community Services to change the credit policy on ice rental rates for minor associations to make the community tournaments that take place between March 1st and April 15th eligible for the ice rental credit.

BE IT RESOLVED THAT the Committee of the Whole hereby recommends that the Municipal Council adopt the changes made to the policy LOI2017-01, being the policy for establishing guidelines for credits on ice rental rates for minor associations; as recommended.

4) HISTORIQUE :

À la réunion du conseil municipal du 8 janvier 2018, le conseil municipal a accepté de donner à tous les tournois communautaires organisés entre le 1^{er} mars et le 15 avril le même crédit sur les taux de location que celui accordé aux associations de sport mineur.

La politique de crédit de glace a été modifiée pour refléter cette décision.

5) DISCUSSION :

Modifications à la politique : La seule modification effectuée à l'intérieur de la politique est l'ajout de la section suivante:

5.10. Exception – Tournois communautaires

Tous les tournois qui respectent les critères suivants recevront le crédit sur les taux de location de glace :

- Le tournoi doit avoir lieu entre le 1^{er} mars et le 15 avril
- Le tournoi doit être ouvert à tous les citoyens de Clarence-Rockland
- Tous les profits du tournoi doivent retourner dans la communauté

6) CONSULTATION :

N/A

7) RECOMMANDATION OU COMMENTAIRES DU COMITÉ :

N/A

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

L'impact financier sera proportionnel au nombre d'heure de tournois communautaire utilisé entre le 1^{er} mars et le 15 avril de chaque année.

Pour 2018, l'impact financier est estimé à environ 5 250\$ (75h x 70\$/h). Les fonds seront pris du budget d'opération accordé pour les crédits de taux de glace au sport mineur. Une pression budgétaire pour cet item sera apportée lors du processus budgétaire 2019.

9) IMPLICATIONS LÉGALES :

N/A

10) GESTION DU RISQUE (RISK MANAGEMENT) :

N/A

11) **IMPLICATIONS STRATÉGIQUES :**
N/A

12) **DOCUMENTS D'APPUI:**
Politique LOI2017-01

CORPORATION de la Cité de / of the City of Clarence-Rockland		Politique Policy No.:	LOI2017-01
		Sujet Subject:	Crédits sur les taux de location de glace pour les associations mineurs / Credit for ice sports rental rates
		Categorie Category:	Services communautaires / Community Services
Date:	Janvier / January 2017	Résolution Resolution No.:	
Auteur Author:	Jean-Luc Jubinville	Règlement By-law No.:	

1.0 Énoncé de politique

La Cité de Clarence-Rockland encourage les jeunes de la Cité à participer à des activités sportives qui favorisent une vie saine.

1.0 Policy Statement

The City of Clarence-Rockland encourages our youth to participate in sport activities that promote healthy living.

2.0 But/Objectif

Le but de cette politique est de fournir un ensemble de principes et d'établir des lignes directrices afin de gérer le programme de crédits sur les taux de locations de glace pour les associations de sport mineurs offrant des activités de sport de glace.

2.0 Purpose/Objective

The purpose of this policy is to set out the principles and to establish the guidelines for managing the program for the credit for ice sports rental rates for the minor sports associations offering ice sport activities.

3.0 Définitions

« Département », signifie les Services Communautaires de la Cité de Clarence-Rockland.

3.0 Definitions

“Department”, means the Community Services of the City of Clarence-Rockland

4.0 Portée

Cette politique s'applique à toutes les associations de sport mineur dont les activités offertes sont des activités sportives sur glace et qui opèrent sur le territoire de la Cité de Clarence-Rockland.

Les crédits sur les taux de locations des sports de glace sont en vigueur pour la période allant du 1^{er}

4.0 Scope

This policy applies to all minor sport associations which activities are sports activities on ice and operates on the territory of the City of Clarence-Rockland.

The credit for ice sports rental rates will be in effect for the period starting from September 1st until the

septembre jusqu'à la première semaine du mois d'avril soit pour un maximum de 27 semaines.	first week of the month of April for a maximum of 27 weeks.
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5.0 Procédures et ligne directrices 5.0 Policy Procedures/Guidelines

5.1. Critères d'admissibilité	5.1. Eligibility Criteria
Afin d'être admissibles, les associations de sports mineurs doivent respecter les critères suivants :	In order to be eligible, the minor sports associations must respect the following criterias :
<ul style="list-style-type: none"> - Les activités régulières offertes par l'association doivent être des activités sportives sur glace - 90% des participants doivent habiter dans la région de Clarence-Rockland - Les participants doivent être âgés de 21 ans ou moins. - L'association doit être sans but lucratif - L'association doit être en mesure de soumettre un état financier annuel si demandé 	<ul style="list-style-type: none"> - The regular activities offered by the association must be a sport ice activity - 90% of the participants must live in the region of the Clarence-Rockland - The participants must be aged of 21 years old or less - The association must be a non-profit organization - The association must be able to submit an annual financial statement if required
5.2. Heures éligibles :	5.2. Eligible Hours:
Toutes les heures d'opération régulière (p.ex., parties, pratiques, cours, etc.) utilisées entre le 1 ^{er} septembre et la première semaine du mois d'avril sont éligibles.	All regular hours (for ex: games, practices, courses, etc.) used between September 1 st and the first week of the month of April are eligible.
Toutes les heures d'activités spéciales (p.ex., tournois, spectacles de fin d'année, etc.) utilisées entre le 1 ^{er} septembre et la première semaine du mois d'avril sont éligibles mais doivent être préapprouvées par le Département.	All special activity hours (for ex: tournaments, year-end final show, etc.) used between September 1 st and the first week of the month of April are eligible but must be pre-approved by the department.
Le Département ne créditera en aucun temps une ou des heures attribuées à une association qui sera par la suite sous-louée ou vendue à un autre parti.	The Department will not credit at any time one or more assigned hours to an association that will subsequently be sublet or sold to another party.

<p>5.3. Allocation</p> <p>Le nombre d'heures crédité sera calculé de la façon suivante :</p> <p><i>5.3.1. Sports d'équipe (Hockey et ringuette, etc.) :</i></p> <p>Les crédits alloués seront d'un maximum de 1.6 heure par tranche de 15 joueurs par semaine pour un maximum de 27 semaines.</p> <p><i>5.3.2. Sports individuels (Patin artistique, etc.):</i></p> <p>Les crédits alloués seront de 3 heures maximum par participant pour un maximum de 27 semaines.</p> <p>5.4. Dépassement des heures allouées</p> <p>Les associations ne respectant pas le nombre d'heures maximal alloué seront responsables d'assumer les frais au complet reliés à la location de glace.</p> <p>5.5. Reconnaissance partielle d'une association de sport mineur :</p> <p><i>5.5.1. Critère d'admissibilité :</i></p> <p>Afin d'être reconnue partiellement, les associations de sport mineures doivent respecter les critères suivants :</p> <ul style="list-style-type: none"> - Les activités régulières offertes par l'association doivent être des activités sportives sur glace - Moins de 90% des participants doivent habiter la région de 	<p>5.3. Allocation</p> <p>The number of hours credited will be calculated as follow:</p> <p><i>5.3.1. Team sports (Hockey and ringuette, etc.):</i></p> <p>The credits allocated will be a maximum of 1.6 hour per 15 players per week for a maximum of 27 weeks.</p> <p><i>5.3.2. Individual sports (Figure skating, etc.):</i></p> <p>The credits allocated will be 3 hours maximum per participant for a maximum of 27 weeks.</p> <p>5.4. Exceeding allocated hours</p> <p>The associations not respecting the maximum hours allocated will be responsible to bear the full costs related to the ice rental.</p> <p>5.5. Partial recognition of a minor sport association:</p> <p><i>5.5.1. Eligibility Criteria</i></p> <p>In order to be partial recognized, the minor sports association must respect the following criterias:</p> <ul style="list-style-type: none"> - The regular activities offered by the association must be a sport ice activity - Less than 90% of the participants must live in the
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<p>Clarence-Rockland</p> <ul style="list-style-type: none"> - Les participants doivent être âgés de 21 ans ou moins. - L'organisme doit être sans but lucratif - Être en mesure de soumettre un état financier annuel de l'association si demandé 	<ul style="list-style-type: none"> - region of Clarence-Rockland - The participants must be aged of 21 years old or less - The association must be a non-profit organization - Must be able to submit an annual financial statement if requested
<p><i>5.5.2. Allocation :</i></p> <p>Les crédits alloués seront d'un maximum de 1.6 heure par tranche de 15 joueurs local par semaine jusqu'à un maximum de 43 heures par tranche de 15 joueurs local par saison incluant les séries éliminatoires.</p>	<p><i>5.5.2 Allocation:</i></p> <p>The allocated credits will be a maximum of 1.6 hours per 15 local players per week to a maximum of 43 hours per 15 local players per season including the play-offs.</p>
<p><i>5.5.3. Respect de la politique :</i></p> <p>Les associations reconnues partiellement sont exemptes de la section 5.1. et 5.3. mais doivent respecter le reste de la présente politique.</p>	<p><i>5.5.3. Respect of the policy:</i></p> <p>The partial recognized associations will be exempt of Sections 5.1. and 5.3. but must respect the rest of the said policy.</p>
<p>5.6. Équipe junior :</p> <p><i>5.6.1. Équipe reconnue:</i></p> <p>Le Département reconnaît les 3 équipes suivantes comme des équipes juniors:</p> <ul style="list-style-type: none"> - Rockland Nationals - Junior C - Castors de Clarence Creek - Junior B - Rockland Nationals - Junior A 	<p>5.6. Junior Teams:</p> <p><i>5.6.1. Recognized team:</i></p> <p>The Department recognizes the 3 following teams as Junior Teams:</p> <ul style="list-style-type: none"> - Rockland Nationals – Junior C - Clarence Creek Beavers – Junior B - Rockland Nationals – Junior A
<p><i>5.6.2. Allocation :</i></p> <p>Les équipes juniors se verront accorder le nombre d'heures crédité suivant:</p>	<p><i>5.6.2. Allocation:</i></p> <p>The junior teams will be awarded the following credits:</p>

ÉQUIPE	ALLOCATION	TEAM	ALLOCATION
Rockland Nationals Junior C	80	Rockland Nationals Junior C	80
Castors de Clarence Creek Junior B	110	Clarence Creek Beavers Junior B	110
Rockland Nationals Junior A	140	Rockland Nationals Junior A	140
<i>5.6.3. Respect de la politique :</i>		<i>5.6.3. Respect of the policy:</i>	
Les équipes juniors sont exemptes de la section 5.1. et 5.3. mais doivent respecter le reste de la présente politique.		The junior teams are exempt from Sections 5.1. and 5.3. but must respect the rest of the said policy.	
5.7. Paiement du crédit		5.7. Credit Payment	
Les associations seront facturées le taux de location au complet des heures utilisées à la fin de chaque mois.		The associations will be invoiced the full ice rental used at the end of each month.	
Le Département remettra les crédits appropriés tel que calculé selon les modalités indiquées à la section 5.3./5.5./5.6. à chacune des associations en deux versements :		The department will submit the appropriate credits as calculated in accordance with the procedures outlined in Sections 5.3./5.5./5.6. to each association into two installments:	
<ul style="list-style-type: none"> - Le premier versement sera remis par la troisième semaine du mois de janvier. - Le deuxième versement sera remis par la troisième semaine du mois d'avril. 		<ul style="list-style-type: none"> - The first installment will be the third week of the month of January - The second installment will be the third week of the month of April. 	
5.8. Taux du crédit		5.8. Credit Rate	
Le taux de crédit à l'heure sera révisé lors du processus budgétaire annuel de la Cité. Les associations seront avisées du montant horaire pour la saison suivante suite à l'adoption du budget.		The hourly credit rate will be revised during the annual budget process of the City. The associations will be advised of the amount for the following season following the adoption of the budget.	
Le nombre d'heures maximum pour		The maximum number of hours for	

<p>l'ensemble des associations sera de 3 000 heures par saison.</p> <p>5.9. Conflits</p> <p>Tout conflit qui survient face à l'attribution des crédits sur les taux de locations des sports de glace sera résolu par la Direction du Département.</p> <p>On peut interjeter appel à la décision de la Direction en présentant une demande par écrit au Directeur général et, en dernier recours, en présentant une demande par écrite ou en se présentant en personne au conseil municipal.</p> <p>La Cité de Clarence-Rockland se réserve le droit d'annuler tous crédits sur les taux de locations des sports de glace émis sous fausse représentation et/ou suite à des renseignements erronés.</p> <p>5.10. Exception – Tournois communautaires</p> <p>Tous les tournois qui respectent les critères suivants recevront le crédit sur les taux de location de glace :</p> <ul style="list-style-type: none"> - Le tournoi doit avoir lieu entre le 1^{er} mars et le 15 avril - Le tournoi doit être ouvert à tous les citoyens de Clarence-Rockland - Tous les profits du tournoi doivent retourner dans la communauté 	<p>the association will be 3000 hours per season.</p> <p>5.9. Conflicts</p> <p>All conflicts that arises to the allocation of credits on the ice rental will be resolved by the Director of the Department.</p> <p>An appeal can be made of the decision of the Director by submitting a written letter to the Chief Administrative Officer and as a last resort, by submitting a written request or by presenting in person to Municipal Council.</p> <p>The City of Clarence-Rockland reserves the right to cancel any credits for ice sports rental rates issued under any false representation and/or as a result of incorrect information.</p> <p>5.10. Exception – Community Tournaments</p> <p>All tournaments that meets the following criteria will receive the credit for ice sports rental rates:</p> <ul style="list-style-type: none"> - The tournament must take place between March 1st and April 15th - The tournament must be open to all citizens of Clarence-Rockland - All profits from the tournament must return to the community
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Review and Amendments

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