



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

February 21, 2018, 7:15 pm

Council Chambers

415 rue Lemay Street, Clarence Creek, Ont.

Pages

1. Opening of the meeting

2. Prayer

1

3. Adoption of the agenda

4. Disclosure of pecuniary interests

5. Announcements

6. 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.

7. Council Members' Items

7.1 Member's resolution presented by Councillor Charles Berlinguette, supported by Councillor Jean-Marc Lalonde, in regard to Emergency Response Services

7.2 Member's resolution presented by Councillor Michel Levert and supported by Mayor Guy Desjardins in regard to the use of land for CRTranspo

8. Consent Items

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

8.1 Adoption of the minutes of the following meetings:

- | | | |
|----|--|----|
| a. | Regular meeting of February 5, 2018 | 3 |
| b. | Committee of the Whole of February 5, 2018 | 21 |

8.2 Receipt of the minutes of the following meetings:

- | | | |
|----|--|----|
| a. | Public Transit Advisory Committee of October 5, 2017 | 37 |
| b. | Planning Committee of January 17, 2018 | 51 |

8.3 The following recommendations from Committee of the Whole of February 5, 2018

- | | | |
|----|--|----|
| a. | Resolution to authorize the transfer of funds to defray the costs of renovations to add a new conference room and a staff lunch room | 63 |
| b. | Resolution to adopt the changes made to the policy LOI2017-01, being the policy for establishing guidelines for credits on ice rental rates for minor associations | 67 |

8.4	Resolution to declare the Family Hockey Tournament as a community event	79
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8.5	Resolution to adopt the salaries paid from December 31st , 2017, to January 27th, 2018, in the gross amount of \$911,494.31 and net amount of \$630,523.79	
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9. Committee/Staff Reports

- | | | |
|-----|---|-----|
| 9.1 | Accounts paid | 81 |
| 9.2 | Development Charges Indexed 2018 | 93 |
| 9.3 | Tax Reduction under Sections 357 & 358 of the Municipal Act | 125 |

10. By-laws

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

- | | | |
|-------------|---|------------|
| 10.1 | 2018-09 - to authorize the signature of Boundary Road Agreement with the City of Ottawa for the maintenance of Canaan Road | 129 |
| 10.2 | 2018-17 - to adopt the Delegation of Powers and Duties Policy | 165 |
| 10.3 | 2018-18 - to renew the Drainage Superintant contract | 177 |
| 10.4 | 2018-19 - to authorize the signature of an agreement with Polaris Inflatable Boats (Canada) Ltd. for the procurement of a new Rescue Boat | 189 |
| 10.5 | 2018-21 - to amend the confidential employment agreement of the CAO | 199 |
| 10.6 | 2018-23 - to sign an agreement with the Ministry of Agriculture, Food and Rural Affairs to receive funding under the OCIF for the Upgrade of the Rockland Sewage Treatment Plant | 201 |
| 11. | Confirmatory By-law | 259 |
| 12. | Adjournment | |



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

le 21 février 2018, 19 h 15

Salle du Conseil

415 rue Lemay Street, Clarence Creek, Ont.

Pages

1. Ouverture de la réunion

2. Prière

1

3. Adoption de l'ordre du jour

4. Déclarations d'intérêts pécuniaires

5. Annonces

6. 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.

7. Items des membres du Conseil

7.1 Résolution de membre présentée par le conseiller Charles Berlinguette, appuyé par le conseiller Jean-Marc Lalonde, au sujet des services de réponse aux urgences

7.2 Résolution de membre présentée par le conseiller Michel Levert et appuyé par le maire Guy Desjardins au sujet de l'usage d'un terrain par CRTranspo

8. Items par consentement

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

8.1 Adoption des procès-verbaux des réunions suivantes:

- | | | |
|----|-------------------------------------|----|
| a. | Réunion régulière du 5 février 2018 | 3 |
| b. | Comité plénier du 5 février 2018 | 21 |

8.2 Réception des procès-verbaux des réunions suivantes:

- | | | |
|----|---|----|
| a. | Comite consultatif du transport en commun du 5 octobre 2017 | 37 |
| b. | Comité de l'aménagement du 17 janvier 2018 | 51 |

8.3 Les recommandations suivantes du comité plénier du 5 février 2018

- | | | |
|----|---|----|
| a. | Résolution pour autoriser le transfert de fonds pour défrayer les coûts de rénovation pour aménager une nouvelle salle de conférence et une nouvelle salle à dîner pour le personnel | 63 |
| b. | Résolution pour 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 | 67 |

8.4	Résolution pour déclarer le Tournoi de hockey des familles comme étant un événement communautaire	79
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8.5	Résolution pour adopter les salaires payés pour la période du 31 décembre 2017, au 27 janvier 2018, au montant brut de 911 494,31 \$, et montant net de 630 523,79 \$	
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9. Rapports des Comités/Services

- | | | |
|-----|---|-----|
| 9.1 | Comptes payés | 81 |
| 9.2 | Indexation des frais de développement 2018 | 93 |
| 9.3 | Réduction de taxes selon les articles 357 & 358 de la Loi sur les municipalités | 125 |

10. Règlements municipaux

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

10.1	2018-09 - pour autoriser la signature de l'entente des routes frontalières avec la ville d'Ottawa pour l'entretien du chemin Canaan	129
10.2	2018-17 - pour adopter la politique sur la délégation de pouvoirs et fonctions	165
10.3	2018-18 - pour renouveler le contrat pour le surintendant drainage	177
10.4	2018-19 - pour autoriser la signature d'une entente avec Polaris Inflatable Boats (Canada) Ltd. pour l'achat d'un nouveau bateau de sauvetage	189
10.5	2018-21 - pour modifier le contrat de travail confidentiel de la directrice générale	199
10.6	2018-23 - pour signer une entente avec le ministère de l'Agriculture, de l'Alimentation et des Affaires Rurales pour recevoir des fonds du FOIC pour la mise à jour de l'usine de traitement des eaux usées de Rockland	201

11. Règlement de confirmation **259**

12. Ajournement

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

Notre Père

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

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

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

May your name be glorified through our efforts.
Amen



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

February 5, 2018
Council Chambers
415 rue Lemay Street, Clarence Creek, Ont.

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

ABSENT: Krysta Simard, Councillor Ward 6
Diane Choinière, Councillor Ward 8

1. Opening of the meeting

Mayor Desjardins calls the meeting to order at 6:00 p.m.

2. Prayer

Councillor Carl Grimard recites the prayer.

3. Adoption of the agenda

RESOLUTION 2018-017

Moved by Michel Levert

Seconded by Mario Zanth

BE IT RESOLVED THAT the agenda be adopted with the addition of item 7.2.
Petition submitted by Mr. Gilles Lecompte in regard to the St-Felix Road repair.

CARRIED

4. Disclosure of pecuniary interests (None)

5. Closed Meeting

RESOLUTION 2018-018

Moved by Guy Desjardins

Seconded by Mario Zanth

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

- 5.1. Closed meeting minutes of January 15, 2018
- 5.2. Agreement with CIH for the operations of the Clarence-Rockland Arena
- 5.3. Hiring of full-time coordinator of cultural and community activities
- 5.4. Human Resources update
- 5.5. Proposed sale of a property in the industrial park
- 5.6. Employees performance appraisals
- 5.7. CAO contract

CARRIED

Members of Council move to the conference room adjacent to the Council Chambers at 6:05 p.m. and return to the Council Chambers at 7:46 p.m.

RESOLUTION 2018-019

Moved by Jean-Marc Lalonde

Seconded by Charles Berlinguette

BE IT RESOLVED THAT the closed meeting be adjourned to resume the regular meeting.

CARRIED

6. Closed Meeting report

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

RESOLUTION 2018-020

Moved by Jean-Marc Lalonde

Seconded by Carl Grimard

BE IT RESOLVED that Municipal Council hereby accepts the hiring of Mrs. Christine Sarault as full-time coordinator of cultural and community activities, effective February 6, 2018, subject to a probationary period of six (6) months; and;

BE IT ALSO RESOLVED that Mrs. Christine Sarault's salary be established at Level 1, Class 1, of the current unionized employee's salary grid, as recommended.

CARRIED

RESOLUTION 2018-021

Moved by Jean-Marc Lalonde

Seconded by André J. Lalonde

BE IT RESOLVED THAT By-law No. 2018-15, being a by-law to authorize the sale of industrial land to A.T.G. Industries Inc. be adopted.

CARRIED

7. Announcements

7.1 Check remittance from the Rockland Optimist Club for the construction of a gazebo in Simon Park

Mrs. Monique Lalonde, president of the Rockland Optimist Club, gives an overview of the Rockland Optimist Club's achievements and presents a cheque in the amount of \$10,000 to Mayor Desjardins.

7.2 Petition submitted by Mr. Gilles Lecompte in regard to the St-Felix Road repair

Mr. Benoit Gadoua presents a petition submitted by the residents of St-Felix Road. He asks what the City's intentions are in regard to this road.

Mr. Julian Lenhart explains where the road stands in the ten-year plan. He explains that the 2018 Budget will allow for surface treatment to a portion of this road.

Mr. Claude Gigoux, resident at 1294 St-Félix, explains that the identified 1.5 km is not the area that causes a problem.

RESOLUTION 2018-023

Moved by Michel Levert

Seconded by Jean-Marc Lalonde

BE IT RESOLVED THAT the petition submitted by Mr. Gilles Lecompte in regard to the St-Felix Road repair be received and filed.

CARRIED

8. **Comment/Question Period**

Mr. Jean-Robert Léger presents the Rockland Nationals Junior A's request for financial support for the purchase of equipment for the arena canteen. Mr. Jean-Luc Jubinville explains that the City doesn't have the funds in the 2018 Budget to finance the purchase of this equipment as requested.

RESOLUTION 2018-024

Moved by Carl Grimard

Seconded by Mario Zanth

BE IT RESOLVED THAT the request submitted by the Rockland Nationals Junior A dated January 19, 2018, to financially support the purchase of equipment for the arena canteen, in the amount of \$13,334, be considered in 2019 Budget deliberations.

CARRIED

Mr. Rolland Labonté asks for clarification in regard to the engineering plan he received. Mayor Desjardins replies that he will meet with him, Mr. Lenhart and the City's engineer on Thursday.

9. **Council Members' Items (None)**

10. **Consent Items**

RESOLUTION 2018-025

Moved by Michel Levert

Seconded by Carl Grimard

BE IT RESOLVED THAT the following items, as identified under the consent items category on the regular meeting agenda of February 5, 2018, be adopted:

10.1. Adoption of the minutes of the following meetings:

- a. Committee of the Whole of January 15, 2018

10.2. Receipt of the minutes of the following meetings:

- a. Planning Committee of December 6, 2017
- b. Committee of Adjustment - November 22, 2017
- c. Heritage Committee - September 15, 2017

10.3. The following recommendations from Committee of the Whole of January 15, 2018:

- a. Resolution to adopt the Petition Policy
- c. Resolution to distribute the UCPR grant to the community activities

10.4. Resolution to receive the 2017 Annual Report from the Heritage Advisory Committee

10.5. Resolution to accept the hiring of Mr. Vincent Cossette and Mr. Alexandre Chrétien, as volunteer firefighters

CARRIED

Text of the resolutions adopted by consent under Resolution No. 2018-025

10.3a. BE IT RESOLVED THAT Council adopts the proposed Petition Policy No. ADM2018-02.

10.3c. WHEREAS the City of Clarence-Rockland received an amount of \$10,000 from the United Counties of Prescott-Russell to cover certain costs for cultural or recreational activities;

THAT the Committee of the Whole hereby recommends to Municipal Council to accept that the amount of \$10,000 be granted as follows:

- \$5,000 to the Ottawa River Festival;
- \$3,000 to the Canada Day celebration;
- \$1,500 for artistic endeavours such as art exhibits at the City of Clarence-Rockland Cultural and Recreational Complex; and
- \$500 to the Clarence-Rockland Senior Games, as recommended.

10.4 BE IT RESOLVED THAT the Heritage Advisory Committee's Annual Report 2017 be received and filed.

10.5 BE IT RESOLVED that Municipal Council hereby accepts the hiring of Mr. Vincent Cossette and Mr. Alexandre Chrétien, as volunteer firefighters, effective February 6th , 2018; and

BE IT FURTHER RESOLVED that the said firefighters be subject to a mandatory probation period of one year; and

BE IT FINALLY RESOLVED that the said firefighters' salary be established at the probationary wage as established in the collective agreement, as recommended.

10.1b. Regular meeting of January 15, 2018

RESOLUTION 2018-026

Moved by Jean-Marc Lalonde

Seconded by Mario Zanth

BE IT RESOLVED THAT the minutes of the Regular meeting of January 15, 2018, be adopted as presented.

CARRIED

10.3b. Resolution to mandate the Community Emergency Management Coordinator (CEMC) to pursue participating in Flood Mitigation Return-on-Investment Research Project

RESOLUTION 2018-027

Moved by Jean-Marc Lalonde

Seconded by Carl Grimard

BE IT RESOLVED THAT Council mandates the Community Emergency Management Coordinator (CEMC) to pursue participating in a joint project to evaluate the return on investment for various flood mitigation measures.

CARRIED

11. Committee/Staff Reports

11.1 Development Charges Indexed 2018

Further to questions, the Mayor requests that Mr. Frédéric Desnoyers further amends his report to include a comparison of development charges amongst surrounding municipalities.

RESOLUTION 2018-028

Moved by Carl Grimard

Seconded by Jean-Marc Lalonde

WHEREAS Section 10 of By-law No. 2015-13 provides that the development charges established may be adjusted annually without amending the by-law;

BE IT RESOLVED THAT Council approve that the Development Charges rates be increased by 2.8% commencing January 1st, 2018, to reflect the increase in the Construction Price Index as reflected in Appendix 3 for residential and Appendix 4 for non-residential development charges, of Report No. FIN2018-01.

DEFERRED

11.2 Signature of an agreement with the Ministry of Transportation for the Ontario Municipal Commuter Cycling Program

RESOLUTION 2018-029

Moved by Carl Grimard

Seconded by Mario Zanth

WHEREAS Council has already approved the necessary funds to construct a cycling path in Morris Village Park as well as to develop a Clarence-Rockland Cycling Master Plan; and

WHEREAS Community Services applied for a grant from the Ontario Ministry of Transportation's, Ontario Municipal Commuter Cycling Program (POAMNV) and the projects identified in the application were approved for an amount of \$96,025.85; and

BE IT RESOLVED that Council hereby adopts By-law 2018-08 authorizing the Chief Administrative Officer and the Clerk to sign the agreement between the City of Clarence-Rockland and the Ontario Ministry of Transportation; and

BE IT RESOLVED that Council commits itself to pay 20% of the costs related to the projects identified in the agreement; as recommended.

CARRIED

12. By-laws

RESOLUTION 2018-030

Moved by Carl Grimard

Seconded by Charles Berlinguette

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

12.1. 2018-06 - to dedicate public Industrielle Road

12.2. 2018-07 - to amend the Zoning By-law – 1508, 1536, & 1560 Laurier Street

CARRIED

12.3 2018-11 - to submit a loan application towards the cost of various capital projects

RESOLUTION 2018-031

Moved by Carl Grimard

Seconded by Mario Zanth

BE IT RESOLVED THAT By-law No. 2018-11, being a by-law to submit a loan application upon amortizing debentures in the principal amount of \$3,007,386.39 towards the cost of various capital projects, be adopted.

CARRIED

12.4 2018-12 - to sign a contract with Stantec Consulting Ltd. for the execution of the Transportation Master Plan and Active Transportation Master Plan

RESOLUTION 2018-032**Moved by** Carl Grimard**Seconded by** Charles Berlinguette

BE IT RESOLVED THAT Council adopts a by-law to authorize the Mayor and the Clerk to sign a contract with Stantec Consulting Ltd. in the amount of \$102,715 for the execution of the Transportation Master Plan and Active Transportation Master Plan.

CARRIED

12.5 2018-14 - to sign an amending agreement with the Minister of Infrastructure for the Clean Water and Wastewater Fund

RESOLUTION 2018-033**Moved by** Jean-Marc Lalonde**Seconded by** Michel Levert

BE IT RESOLVED THAT By-Law no. 2018-14, being a by-law to sign an amending agreement with the Ministry of Infrastructure for the Cleanwater and Wastewater fund be adopted as presented.

CARRIED

13. Confirmatory By-law

RESOLUTION 2018-034**Moved by** Mario Zanth**Seconded by** Charles Berlinguette

BE IT RESOLVED THAT By-law no. 2018-10, being a confirmatory by-law for the regular meeting of February 5, 2018, be adopted.

CARRIED

14. Adjournment

Mayor Desjardins adjourns the meeting at 9:01 p.m.

 Guy Desjardins, Mayor

 Maryse St-Pierre, Deputy Clerk



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

le 5 février 2018

Salle du Conseil

415 rue Lemay Street, Clarence Creek, Ont.

PRÉSENT: Guy Desjardins, Maire
 Jean-Marc Lalonde, conseiller du quartier 1
 Mario Zanth, conseiller du quartier 2
 Carl Grimard, conseiller du quartier 3
 Charles Berlinguette, conseiller du quartier 4
 André J. Lalonde, conseiller du quartier 5
 Michel Levert, conseiller du quartier 7
 Helen Collier, directrice générale
 Monique Ouellet, greffière
 Maryse St-Pierre, greffière adjointe

ABSENT: Krysta Simard, conseillère du quartier 6
 Diane Choinière, conseillère du quartier 8

1. Ouverture de la réunion

Le Maire Desjardins ouvre la réunion à 18h.

2. Prière

Le conseiller Carl Grimard fait la lecture de la prière.

3. Adoption de l'ordre du jour

RÉSOLUTION 2018-017

Proposée par Michel Levert

Appuyée par Mario Zanth

QU'IL SOIT RÉSOLU QUE l'ordre du jour soit adopté avec l'ajout de l'item 7.2.
 Pétition soumise par M. Gilles Lecompte au sujet de la réparation du chemin St-Felix.

ADOPTÉE

4. Déclarations d'intérêts pécuniaires (Aucune)

5. Réunion à huis clos

RÉSOLUTION 2018-018

Proposée par Guy Desjardins

Appuyée par Mario Zanth

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

5.1. Procès-verbal de la réunion à huis clos du 15 janvier 2018

5.2. Entente avec le CIH pour les opérations de l'aréna Clarence-Rockland

5.3. Embauche d'un coordonnateur des activités culturelles et communautaires à temps plein

5.4. Mise à jour des ressources humaines

5.5. Proposition de vente de terrain dans le parc industriel

5.6. Évaluation de rendement d'employés

5.7. Contrat avec la directrice générale

ADOPTÉE

Les membres du conseil se retirent dans la salle de conférence adjacente à la salle du conseil à 18h05 et retournent dans la salle du conseil à 19h46.

RÉSOLUTION 2018-019

Proposée par Jean-Marc Lalonde

Appuyée par Charles Berlinguette

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

ADOPTÉE

6. Rapport de la réunion à huis clos

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

RÉSOLUTION 2018-020

Proposée par Jean-Marc Lalonde

Appuyée par Carl Grimard

QU'IL SOIT RÉSOLU que le conseil municipal accepte l'embauche de Mme Christine Sarault à titre de coordonnatrice des activités culturelles et

communautaires à temps plein, effectif le 6 février 2018, sujet à une période probatoire de six (6) mois; et

QU'IL SOIT ÉGALEMENT RÉSOLU que le salaire de Mme Christine Sarault soit établi au niveau 1 de la Classe 1 de la grille salariale en vigueur des employés syndiqués, tel que recommandé.

ADOPTÉE

RÉSOLUTION 2018-021

Proposée par Jean-Marc Lalonde

Appuyée par André J. Lalonde

QU'IL SOIT RÉSOLU QUE le règlement no. 2018-15, étant un règlement pour autoriser la vente d'un terrain industriel à A.T.G. Industries soit adopté.

ADOPTÉE

7. Annonces

7.1 Remise de chèque du Club Optimiste de Rockland pour la construction du pavillon au parc Simon

Monique Lalande, présidente du Club Optimiste de Rockland donne un aperçu des réalisations de son organisme et présente un chèque au montant de 10 000\$ à M. le Maire.

7.2 Pétition soumise par M. Gilles Lecompte au sujet de la réparation du chemin St-Félix

M. Benoit Gadoua présente la pétition soumise par les résidents du chemin St-Félix. Il demande les intentions de la Cité sur cette route.

M. Julian Lenhart explique où cette route se situe en rapport avec le plan de dix ans. Il explique que le budget 2018 permet de faire le traitement de surface sur une portion de cette route.

M. Claude Gigoux, résident du 1294 St-Félix explique que le tronçon de 1,5 km visé n'est pas l'endroit qui cause le problème.

RÉSOLUTION 2018-023

Proposée par Michel Levert

Appuyée par Jean-Marc Lalonde

QU'IL SOIT RÉSOLU QUE la pétition soumise par M. Gilles Lecompte au sujet de la réparation du chemin St-Felix soit reçue et déposée en filière.

ADOPTÉE

8. Période de Questions/Commentaires

M. Jean-Robert Léger présente la demande du Rockland Nationals Junior A, pour appuyer financièrement l'achat de l'équipement de la cantine de l'aréna. M. Jean-Luc Jubinville explique que la Cité n'a pas les fonds prévus au budget pour financer l'achat de cet équipement tel que demandé.

RÉSOLUTION 2018-024

Proposée par Carl Grimard

Appuyée par Mario Zanth

QU'IL SOIT RÉSOLU QUE la demande de subvention soumise par le Rockland Nationals Junior A, en date du 19 janvier 2018, dans le but d'appuyer financièrement l'achat d'équipement pour la cantine de l'aréna, au montant de 13 334\$, soit considérée au cours des délibérations du budget 2019.

ADOPTÉE

M. Rolland Labonté, demande des explications relativement au plan d'ingénierie qu'il a reçu. Le maire répond qu'il va le rencontrer jeudi avec M. Lenhart et l'ingénieur de la ville.

9. Items des membres du Conseil (Aucun)

10. Items par consentement

RÉSOLUTION 2018-025

Proposée par Michel Levert

Appuyée par Carl Grimard

QU'IL SOIT RÉSOLU QUE les items suivants, tels qu'identifiés sous la rubrique «items par consentement» à l'ordre du jour de la réunion régulière du 5 février 2018, soient adoptés :

10.1. Adoption des procès-verbaux des réunions suivantes:

a. Comité plénier du 15 janvier 2018

10.2. Réception des procès-verbaux des réunions suivantes:

a. Comité d'aménagement du 6 décembre 2017

b. Comité de dérogation mineure - 22 novembre 2017

c. Comité du patrimoine - 15 septembre 2017

10.3. Les recommandations suivantes du comité plénier du 15 janvier 2018:

a. Résolution pour adopter la politique sur les pétitions

c. Résolution pour faire la distribution de l'octroi des CUPR aux activités

communautaires

10.4. Résolution pour recevoir le rapport annuel 2017 du Comité consultatif du patrimoine

10.5. Résolution pour accepter l'embauche de M. Vincent Cossette et M. Alexandre Chrétien, à titre de pompiers volontaires

ADOPTÉE

Texte des résolutions adoptées par consentement telles qu'identifiées dans la résolution 2018-025

10.3a. QU'IL SOIT RÉSOLU QUE le Conseil adopte la politique no. ADM2018-02 au sujet des pétitions.

10.3c. ATTENDU QUE la Cité de Clarence-Rockland a reçu une somme de 10 000 \$ de la part des Comtés Unis de Prescott Russell pour couvrir certains coûts pour des activités culturelles ou récréatives;

QUE le comité plénier recommande au conseil municipal d'accepter le montant de 10 000 \$ soit octroyé de la façon suivante :

- 5000 \$ au Festival de la rivière des Outaouais;
- 3000 \$ à la Fête du Canada;
- 1500 \$ à des activités artistiques telles que des expositions d'œuvres d'art au Complexe récréatif et culturel de la Cité de Clarence-Rockland; et
- 500 \$ aux Jeux des aîné(e)s, tel que recommandé.

10.4 QU'IL SOIT RÉSOLU QUE le rapport annuel 2017 du Comité consultatif du patrimoine soit reçu et déposé en filière.

10.5 QU'IL SOIT RÉSOLU QUE le conseil municipal accepte l'embauche de M. Vincent Cossette et M. Alexandre Chrétien, à titre de pompier volontaire, effectif le 6 février, 2018; et

QU'IL SOIT ÉGALEMENT RÉSOLU QUE ces pompiers soient en probation obligatoire pour une période d'un an; et

QU'IL SOIT FINALEMENT RÉSOLU QUE le salaire de ces pompiers soit établi au salaire probatoire établi dans la convention collective, tel que recommandé.

10.1b. Réunion régulière du 15 janvier 2018

RÉSOLUTION 2018-026

Proposée par Jean-Marc Lalonde

Appuyée par Mario Zanth

QU'IL SOIT RÉSOLU QUE le procès-verbal de la réunion régulière du 15 janvier 2018 soit adopté tel que présenté.

ADOPTÉE

10.3b. Résolution pour mandater le coordonnateur communautaire de la gestion des urgences (CCGSU) de poursuivre sa participation au projet de retour d'investissement en matière d'atténuation d'inondation

RÉSOLUTION 2018-027

Proposée par Jean-Marc Lalonde

Appuyée par Carl Grimard

QU'IL SOIT RÉSOLU QUE le conseil de mandate le coordonnateur communautaire de la gestion des urgences (CCGSU) de poursuivre sa participation à un projet conjoint visant à évaluer le rendement de l'investissement pour diverses mesures d'atténuation des inondations.

ADOPTÉE

11. Rapports des Comités/Services

11.1 Taux des redevances d'aménagement 2018

Suite aux questions, le Maire demande que M. Frédéric Desnoyers modifie son rapport afin d'inclure une comparaison des frais de développement avec les municipalités avoisinantes.

RÉSOLUTION 2018-028

Proposée par Carl Grimard

Appuyée par Jean-Marc Lalonde

ATTENDU QUE l'article 10 du Règlement No. 2015-13 stipule que les frais de développement mis en place peuvent être rajustés annuellement sans modifier ledit règlement;

QU'IL SOIT RÉSOLU QUE le Conseil approuve que les taux pour les redevances d'aménagement soient augmentés de 2.8% effectif le 1 janvier 2018 pour refléter l'augmentation de l'Indice des prix de la construction tel que présenté dans l'Annexe 3 pour le résidentiel et l'Annexe 4 pour les redevances d'aménagement non résidentiel, du rapport No. FIN2018-01.

DIFFÉRÉE

11.2 Signature d'une entente avec le ministère des Transports pour le Programme ontarien d'aide aux municipalités pour le navettage à vélo

RÉSOLUTION 2018-029

Proposée par Carl Grimard

Appuyée par Mario Zanth

ATTENDU QUE le Conseil a déjà approuvé les fonds nécessaires afin de construire une piste cyclable dans le parc Village Morris ainsi que les fonds nécessaires pour développer un plan directeur de cyclisme de Clarence-Rockland; et

ATTENDU QUE les Services communautaires ont fait une demande de subvention au Programme ontarien d'aide aux municipalités pour le navettage à vélo (POAMNV) du Ministère des Transports de l'Ontario et que les projets identifiés dans la demande ont été approuvés pour un montant de 96,025.85 \$; et

QU'IL SOIT RÉSOLU que le Conseil adopte le Règlement 2018-08 autorisant la directrice générale et la greffière à signer l'entente entre la Cité de Clarence-Rockland et Ministère des Transports de l'Ontario; et

QU'IL SOIT RÉSOLU que le conseil municipal s'engage à défrayer 20% des coûts reliés aux projets identifiés dans l'entente, tel que recommandé.

ADOPTÉE

12. Règlements municipaux

RÉSOLUTION 2018-030

Proposée par Carl Grimard

Appuyée par Charles Berlinguette

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

12.1. 2018-06 - pour dédier public la rue Industrielle

12.2. 2018-07 - pour amender le règlement de zonage – 1508, 1536, & 1560 rue Laurier

ADOPTÉE

12.3 2018-11 - soumettre une application d'emprunt envers le coût de divers projets d'immobilisations

RÉSOLUTION 2018-031**Proposée par** Carl Grimard**Appuyée par** Mario Zanth

QU'IL SOIT RÉSOLU QUE le règlement no. 2018-11, étant un règlement visant à soumettre une application d'emprunt par l'émission de débentures pour un montant de 3,007,386.39 \$ envers le coût de divers projets d'immobilisations, soit adopté.

ADOPTÉE

- 12.4 2018-12 - pour signer un contrat avec Stantec consulting Ltd. pour l'exécution du plan directeur des transports ainsi que le plan directeur actif des transports**

RÉSOLUTION 2018-032**Proposée par** Carl Grimard**Appuyée par** Charles Berlinguette

QU'IL SOIT RÉSOLU QUE le conseil adopte un règlement pour autoriser le maire et la greffière à octroyer un contrat à Stantec consulting Ltd. pour la somme de 102 715\$ pour l'exécution du plan directeur des transports ainsi que le plan directeur actif des transports.

ADOPTÉE

- 12.5 2018-14 - pour signer une entente modificatrice avec le ministère de l'Infrastructure pour le Fonds pour l'eau potable et le traitement des eaux usées**

RÉSOLUTION 2018-033**Proposée par** Jean-Marc Lalonde**Appuyée par** Michel Levert

QU'IL SOIT RÉSOLU QUE le règlement no. 2018-14, étant un règlement pour signer une entente avec le ministère de l'Infrastructure pour le fonds pour l'eau potable et le traitement des eaux usées soit adopté tel que présenté.

ADOPTÉE

- 13. Règlement de confirmation**

RÉSOLUTION 2018-034**Proposée par** Mario Zanth**Appuyée par** Charles Berlinguette

QU'IL SOIT RÉSOLU QUE le règlement no. 2018-10, étant un règlement de confirmation pour la réunion régulière du 5 février 2018, soit adopté.

ADOPTÉE

14. Ajournement

Le maire Desjardins lève l'assemblée à 21h01.

Guy Desjardins, Maire

Maryse St-Pierre, Greffière adjointe



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

February 5, 2018
Council Chambers
415 rue Lemay Street, Clarence Creek, Ont.

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

ABSENT: Krysta Simard, Councillor Ward 6
Diane Choinière, Councillor Ward 8

1. Opening of the meeting

Mayor Desjardins calls the meeting to order at 9:14 p.m.

2. Adoption of the agenda

RECOMMENDATION COW2018-008

Moved by Mario Zanth

Seconded by Jean-Marc Lalonde

THAT the agenda be adopted with the withdrawal of the following items:

5.1 Petition submitted by Mr. Gilles Lecompte in regard to the St-Felix Road repair;

5.3 Grant application of the Rockland Nationals Junior A

CARRIED, as modified

3. Disclosure of pecuniary interests (None)

4. Delegations / Presentations

Announcements

Councillor Michel Levert announces the Valentine's Day Dinner organized by the Cheney Hammond Knights of Columbus which will be held at St-Mathieu School.

Councillor Michel Levert announces that Senior's Lunch will take place on February 7 at the Bourget Train Station and that the Hammond Carnival will take place from February 22 to February 25.

Councillor André J. Lalonde announces that the Clarence Creek Carnival will take place from February 9 to February 18.

5. Petitions / Correspondence

5.1 Request from Judith and Denis Morin further to the opening of Sterling Street

Further to discussion, Mayor Desjardins requests that the administration reply to this request formally.

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

Mr. Rolland Labonté asks for explanations regarding the minor variance on Rollin Road. Mrs. Helen Collier replies that the affected property is located in a rural zone, which allows more than three dogs.

8. Report from the United Counties of Prescott and Russell (None)

9. Committee/Staff Reports

9.1 Smart Cities Challenge

Further to questions, Helen Collier enumerates a few grant that the City received in the past.

RECOMMENDATION COW2018-009

Moved by Mario Zanth

Seconded by Michel Levert

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 an application under this program;

THAT Committee of the Whole acknowledge receipt of this report as information and endorses the process proposed by the administration to make a formal application by the April 24, 2018 submission deadline.

CARRIED

9.2 Addition of a new conference room and relocation of staff lunch room at City Hall

Further to questions, Mrs. Helen Collier explains that there is a need for a larger conference room to accommodate meetings held with individuals, especially developers.

RECOMMENDATION COW2018-010

Moved by Michel Levert

Seconded by Carl Grimard

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 staff lunch room, as recommended.

CARRIED

9.3 Boundary Road Agreements - Canaan Road

RECOMMENDATION COW2018-011

Moved by André J. Lalonde

Seconded by Michel Levert

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.

CARRIED

9.4 Tender Award – Water Rescue Vessel

Further to questions, Mr. Brian Wilson explains the details pertinent to the tender process.

RECOMMENDATION COW2018-012**Moved by** Carl Grimard**Seconded by** Michel Levert

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

THAT the Committee of the Whole recommends that Council hereby authorizes administration to issue a purchase order to Polaris Inflatables Inc. for \$65,718 + HST; and

THAT the Committee of the Whole recommends that Council hereby direct funds for this purchase to come from the Equipment Reserve (\$45,000) and the Vehicle Reserve (\$21,901) accounts.

CARRIED**9.5 Delegation of Powers and Duties Policy****RECOMMENDATION COW2018-013****Moved by** Charles Berlinguette**Seconded by** Carl Grimard

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

CARRIED**9.6 Renewal of Drainage Superintendent contract****RECOMMENDATION COW2018-014****Moved by** Jean-Marc Lalonde**Seconded by** Charles Berlinguette

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 Superintendant to carry out the duties imposed upon him pursuant to the Drainage Act R.S.O. 1990.

CARRIED**9.7 Amendment to the credit policy on ice rental rates for minor associations – community tournaments**

Further to questions, Mr. Jean-Luc Jubinville explains that the current policy provides that financial statements may be requested for verification at any time.

Council discuss the fact that perhaps financial statements should be requested automatically.

RECOMMENDATION COW2018-015

Moved by André J. Lalonde

Seconded by Jean-Marc Lalonde

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;

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.

CARRIED

10. Other items

Councillor Michel Levert asks if it is possible to revise the culverts budget in order to repair St-Felix Road. Mr. Julian Lenhart explains that the culverts included in the 2018 Budget have already met their useful life.

Councillor Charles Berlinguette explains his concerns in regard to some comments made by some contactors in regard to the construction of fire stations. Further to questions, Mr. Brian Wilson explains the tender process.

Councillor Michel Levert leaves at 10:33 p.m. and returns to his seat at 10:35 p.m.

Councillor Mario Zanth asks who is responsible for advising the new businesses of the bilingual signs requirements. Mrs. Collier replies that it is the By-law department. Mr. Wilson explains that all information other than the business name must be bilingual.

Councillor Mario Zanth asks for an update in regards to the parking by-law. Mrs. Monique Ouellet explains that the revision is progressing well.

Councillor Carl Grimard asks why the cycle path is not cleaned for pedestrians on Caron Street. Mr. Lenhart explains that cycle paths are expected to meet the same maintenance requirements as roads, if cleaned.

11. Adjournment

The Mayor adjourns the meeting at 10:55 p.m.

Guy Desjardins, Mayor

Maryse St-Pierre, Deputy Clerk



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

le 5 février 2018

Salle du Conseil

415 rue Lemay Street, Clarence Creek, Ont.

PRÉSENT: Guy Desjardins, Maire
 Jean-Marc Lalonde, conseiller du quartier 1
 Mario Zanth, conseiller du quartier 2
 Carl Grimard, conseiller du quartier 3
 Charles Berlinguette, conseiller du quartier 4
 André J. Lalonde, conseiller du quartier 5
 Michel Levert, conseiller du quartier 7
 Helen Collier, directrice générale
 Monique Ouellet, greffière
 Maryse St-Pierre, greffière adjointe

ABSENT: Krysta Simard, conseillère du quartier 6
 Diane Choinière, conseillère du quartier 8

1. Ouverture de la réunion

Le Maire Desjardins ouvre la réunion à 21h14.

2. Adoption de l'ordre du jour

RECOMMANDATION COW2018-008

Proposée par Mario Zanth

Appuyée par Jean-Marc Lalonde

QUE l'ordre du jour soit adopté avec le retrait des items suivants:

5.1 Pétition soumise par M. Gilles Lecompte au sujet de la réparation du chemin St-Felix ;

5.3 Demande de subvention du Rockland Nationals Junior A

ADOPTÉE, telle que modifiée

3. Déclarations d'intérêts pécuniaires (Aucune)

4. Délégations / Présentations

Annonces

Le conseiller Michel Levert annonce le souper de la St-Valentin organisé par les Chevaliers de Colomb de Cheney Hammond, lequel aura lieu à l'École St-Mathieu.

Le conseiller Michel Levert annonce que le 7 février aura lieu le diner des aînés à la gare de Bourget et que le Carnaval de Hammond aura lieu du 22 au 25 février.

Le conseiller André J. Lalonde annonce que le Carnaval de Clarence Creek aura lieu du 9 au 18 février.

5. Pétitions / Correspondance

5.1 Demande de Judith et Denis Morin suite à l'ouverture de la rue Sterling

Suite aux discussions, M. le Maire demande que l'administration réponde formellement à cette demande.

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 du 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 fournisse 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

M. Rolland Labonté demande des explications relativement à la dérogation mineure du chemin Rollin. Mme Helen Collier répond que la propriété affectée est située en zone rurale et avait droit à plus de trois chiens.

8. Rapport des Comtés unis de Prescott et Russell (Aucun)

9. Rapports des Comités/Services

9.1 Défi des villes intelligentes

Suite aux questions, Helen Collier énumère certaines subventions que la Cité a obtenues dans le passé.

RECOMMANDATION COW2018-009

Proposée par Mario Zanth

Appuyée par Michel Levert

ATTENDU QUE Infrastructure Canada a annoncé le défi des villes intelligentes aux communautés, municipalités, gouvernements régionaux et communautés autochtones de l'ensemble du Canada ; et

ATTENDU QU'il y a quatre prix (variant de 5 à 50 millions) pour les soumissions gagnantes ; et

ATTENDU QUE la Cité de Clarence-Rockland a l'intention de soumettre une application pour ce programme ;

QUE le comité plénier accuse réception de ce rapport à titre d'information et appuie le projet proposé par l'administration afin de faire une application formelle d'ici le 24 avril 2018, étant la date limite de soumission.

ADOPTÉE

9.2 Aménagement d'une salle de conférence et relocalisation de la salle de dîner du personnel à l'hôtel de ville

Suite aux questions, Mme Helen Collier explique qu'il y a un besoin pour une salle de conférence plus grande pour accommoder les rencontres avec certains individus, notamment les développeurs.

RECOMMANDATION COW2018-010

Proposée par Michel Levert

Appuyée par Carl Grimard

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 pour le personnel, tel que recommandé.

ADOPTÉE

9.3 Entente des routes frontalières - chemin Canaan

RECOMMANDATION COW2018-011

Proposée par André J. Lalonde

Appuyée par Michel Levert

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.

ADOPTÉE

9.4 Attribution d'une soumission – Bateau de sauvetage

Suite aux questions, M. Brian Wilson explique les détails pertinents relativement au processus d'appel d'offres.

RECOMMANDATION COW2018-012

Proposée par Carl Grimard

Appuyée par Michel Levert

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

QUE le comité plénier recommande 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

QUE le comité plénier recommande 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 \$).

ADOPTÉE

9.5 Politique sur la délégation de pouvoirs et fonctions

RECOMMANDATION COW2018-013

Proposée par Charles Berlinguette

Appuyée par Carl Grimard

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

ADOPTÉE

9.6 Renouvellement de contrat pour le surintendant drainage

RECOMMANDATION COW2018-014

Proposée par Jean-Marc Lalonde

Appuyée par Charles Berlinguette

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

ADOPTÉE

9.7 Modification de la politique sur les crédits sur les taux de location de glace pour les associations mineures – Tournois communautaires

Suite aux questions, M. Jean-Luc Jubinville explique que la politique actuelle mentionne que les états financiers peuvent être demandés à tout moment. Le conseil discute de la possibilité d'exiger les états financiers automatiquement.

RECOMMANDATION COW2018-015

Proposée par André J. Lalonde

Appuyée par Jean-Marc Lalonde

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 éligibles au crédit ;

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.

ADOPTÉE

10. Autres items

Le conseiller Michel Levert demande s'il est possible de réviser le budget pour les ponceaux afin de réparer le chemin St-Félix. M. Julian Lenhart explique que les ponceaux inclus au budget 2018 ont déjà atteint leur durée de vie maximale.

Le conseiller Charles Berlinguette explique ses inquiétudes relativement à certains commentaires faits par certains entrepreneurs concernant la construction des casernes. Suite aux questions, M. Brian Wilson explique le processus d'appel d'offres.

Le conseiller Michel Levert quitte à 22h33 et revient à 22h35.

Le conseiller Mario Zanth demande qui est responsable d'aviser les nouveaux commerces que les enseignes doivent être bilingues. Mme Collier répond qu'il s'agit du département de la réglementation. M. Wilson explique que toute information autre que le nom de l'entreprise doit être bilingue.

Le conseiller Mario Zanth demande une mise à jour concernant le règlement sur le stationnement. Mme Monique Ouellet explique que la révision progresse bien.

Le conseiller Carl Grimard demande pourquoi la piste cyclable sur la rue Caron n'est pas entretenue pour les piétons. M. Lenhart explique que les pistes

cyclables, si elles sont entretenues, doivent rencontrer les mêmes exigences d'entretien d'une rue.

11. Ajournement

Le maire lève l'assemblée à 22h55.

Guy Desjardins, Maire

Maryse St-Pierre, Greffière adjointe



**CORPORATION DE LA
CITÉ DE CLARENCE-ROCKLAND
PROCÈS-VERBAL RÉUNION COMITÉ CONSULTATIF
DU TRANSPORT EN COMMUN**

le 5 octobre 2017
Salle du Conseil
415 rue Lemay Street, Clarence Creek, Ont.

PRÉSENT:

Présence:

Jean-Pierre Goyette
Monique Paquette
Pierre Boucher
André J. Lalonde
Matt Paul
Rachelle Downton
Sylvie Laframboise
Gilbert Leduc

Absence :

Lucie Leclair
Pascal Roy

1. Ouverture de la réunion

Le président ouvre la réunion à 19h07

2. Adoption de l'ordre du jour

Proposé par Rachelle Downton
Appuyé par Jean-Pierre Goyette

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

ADOPTÉE

3. Adoption du procès-verbal

Proposé par Sylvie Laframboise

Appuyé par Rachelle Downton

ADOPTÉE

4. Sondage

Mme Paquette a remis les résultats du sondage papier et en ligne qui a été fait au début de l'été.

146 utilisateurs ont répondu au sondage.

Mme Paquette a seulement expliqué les faits importants du sondage:

- Transfert sur les autobus d'OCTranspo en avant-midi
 - 16 utilisateurs sur 146 qui donnent approximatifs 5%
- Arrêt à Gatineau
 - 31 utilisateurs sur 146 qui donnent approximatifs 10%
- Transfert sur les autobus d'OCTranspo en après-midi
 - 21 utilisateurs sur 146 qui donnent approximatifs 7%

5. Horaire de Noël

Mme Paquette a fait circuler aux membres du comité des ébauches d'horaires pour le jour du Souvenir et l'horaire des fêtes.

Les membres vont revoir les ébauches d'horaires et faire leurs commentaires ou suggestions par vendredi le 13 octobre 2017.

6. Budget

M. Boucher a débuté en démontrant et expliquant les statistiques des 9 premiers mois.

La vente de livrets de billets va très bien et est au-dessus de nos expectations projetée dans le Budget. Durant les 9 premiers mois, nous avons perdu approximativement 20 utilisateurs et l'été est demeuré stable. Nous sommes encore sur la bonne route avec le Budget établi.

Les passes journalières ont également diminué au courant de l'année.

Nous avons prévu une diminution d'utilisateurs d'environ 5%.

Ce qui n'a pas aidé cette année également est l'achalandage d'étudiant, l'année dernière le conseil scolaire payait la passe mensuelle pour leurs étudiants, mais cette année ils ont opté d'avoir un autobus scolaire au lieu, par contre, il y a encore quelques passes que le conseil scolaire paie pour certains étudiants, mais pas en aussi grand nombre que l'an dernier. En raison de ceci, nous avons une baisse dans la vente de passe d'étudiants.

Une question a été demandée est quel est le coût par utilisateurs pour une passe adulte de \$238, le coût par utilisateurs est de \$330 qui donne un total approximatif de \$1,100 par utilisateur dans le fond municipal. Donc, chaque payeur de taxes doit payer \$41 pour le transport en commun sur leur facture de taxe.

Par contre, tout le monde peut prendre avantage d'avoir des autobus sur la route, si vous prenez 400 utilisateurs dans les autobus ceci donne 400 moins de véhicules sur la route.

Global view of the CRT Budget for the last 5 years

Year	2013	2014	2015	2016	Projection 2017
Déficit (municipal share)	\$ 591 739	\$ 672 249	\$ 542 784	\$ 486 069	\$ 476 413
Percentage (municipal share)	26%	30%	27%	25%	26%
Average ridership				* 400	**385
# route	11	11	9 / 10 / 2	9 / 10 / 2	9 / 8 / 2
\$ passe	228\$/164\$	235\$/169\$	235\$/169\$	238\$/171\$	238\$/171\$

* Full operational year

** Projection on actual to date

M. Boucher explique qui a préparé un budget qui est équitable avec la part municipale de 24%, mais le conseil peut demander plus d'argent pour réduire la part municipale. Quand le Budget de CRT sera présenté au conseil, M. Boucher avise le comité qu'ils peuvent être présents.

M. Boucher explique le budget proposé pour 2018 si nous n'avons pas de réduction d'usagers:

Revenues:

Frais: \$1, 117,800

Publicité: \$17,200

Subvention: \$245,000

Total: \$1, 380,000

Dépenses :

Dépenses de tous les jours

Augmentation dans le contrat d'autobus de 5.67%

Durant les deux dernières années avec Leduc Bus Lines ceci était coupé, mais avec l'inflation nous n'avons plus le choix.

La recommandation de M. Boucher est de couper un mini-coach le matin et l'après-midi et ceci serait une économie approximative de \$70,000 pour une année.

Les membres du comité savent que l'achalandage est à la baisse et ils savent également que Leduc Bus Lines travaille avec l'administration en bonne foi, mais est-ce qu'il y a une clause dans le contrat qui renonce à l'augmentation. M. Boucher dit qu'il y a une façon de s'en sortir et c'est de couper des autobus et dans le contrat ça dit qu'il a le droit à une augmentation. L'augmentation est pour septembre 2017 à août 2018. Le comité mentionne s'il est possible d'inscrire dans le prochain contrat une clause en cas que l'achalandage diminue. Ils savent que la gasoline augmente, mais l'achalandage diminue.

M. Boucher a aussi expliqué qu'il prépare le Budget comme si les trajets continuent comme présentement avec aucun changement avec le train léger. Le train léger but ouvrir vers la mi 2018, mais nous ne savons pas encore.

Le comité demande si ça peut être présenté au conseil jusqu'à juin vu que nous ne savons pas ce qui arrive ou si nous pouvons retourner au conseil quand le temps viendra.

Pour OCTranspo un an est loin, mais pour les partenaires ruraux ce n'est pas loin.

M. Boucher a dit pour respecter la part municipale de 24% nous devons avoir une augmentation des passes de 2%. Durant les 2 dernières années, nous n'avons eu aucune augmentation des frais.

Passe maintenant		Frais suggérés 2018
Adulte	\$238	\$243
Étudiant	\$171	\$175
Passe journalière	\$14	\$15
Livret de billets	\$200	\$205

Le comité suggère

- D'arrondir à peut-être \$245

Ou

- \$240 pour adulte et \$180 pour étudiants

Il a été mentionné que nous vendons approximativement 40 passes étudiants qui n'indemniseront pas assez par l'augmentation de laissez-passer d'étudiants.

Le coût est de \$60 d'augmentation par année. Il a été mentionné aussi que le gouvernement a coupé l'allègement fiscal.

L'administration essaie d'être équitable, mais peut-être le conseil va faire d'autre coupure par contre, le conseil est sur notre côté pour garder l'achalandage sur nos autobus.

L'administration a présenté le Budget au comité à titre d'information seulement, le comité ne peut rien changer, mais seulement donner leur opinion. Le rôle du comité est là pour la promotion et faire le message aux usagers. Le Budget est ouvert au public et le comité est la bienvenue à assister.

Le Budget présenté est équitable, car depuis les 2 dernières années il n'y eut aucune augmentation, s'il y avait eu une augmentation ça aurait été différent.

Il a été mentionné que les autres partenaires ruraux ont des tarifs plus élevés et moins d'autobus.

Un avis devra être circulé aux utilisateurs leur expliquant pourquoi acheter une passe d'autobus, ils peuvent l'utiliser sur les autobus OCTranspo et STO sans

aucuns frais additionnels, nous allons devoir travailler quelque chose pour distribuer aux utilisateurs.

Mme Paquette explique qu'elle a eu la confirmation d'OCTranspo que nous aurons des passes papier jusqu'en juin 2018. Un avis devra être circulé pour les usagers pour les aviser des passes papiers.

M. Lalonde est d'accord que nous devons avoir une augmentation des tarifs par contre, il aimerait une augmentation plus petite. Il suggère que les passes adultes soient \$241. Nous pouvons également augmenter les livrets de billets à \$210 pour venir au même montant d'argent. Il mentionne également que c'est une année d'élection donc les membres du conseil ne voudront pas une grosse augmentation. Si nous coupons des autobus nous devons nous assurer à regarder les statistiques et couper où on peut, mais garder les autobus aux heures de pointe.

Si nous coupons le mini-coach en 2018 le matin et après-midi pour 10 mois, nous devrions avoir une économie d'environ \$74,600 pour l'année. Il est préférable de couper le mini-coach qu'un Coach ou un autobus de ville.

En regardant les statistiques des 9 derniers mois, il est démontré que nous avons 66% d'achalandage le matin et 67% d'achalandage en après-midi, il y a de la place à des coupures.

Il y eut discussion entre l'administration et le comité concernant les coupures d'autobus et l'augmentation des tarifs, le comité n'est pas d'accord avec la situation présentée. Si nous coupons des autobus et augmentons les tarifs, les utilisateurs disent on augmente les taux, mais on réduit le service. Le comité est d'accord à une augmentation, mais couper des autobus donne moins de choix à nos utilisateurs. Pourquoi ne pas viser sur les passes journalières au lieu des utilisateurs mensuels?

L'administration dit qu'une augmentation de 2% pour les 3 dernières années n'est pas énorme et dit que ça devrait être le même pour tous les taux. Il a été mentionné que les autres partenaires ruraux ont des augmentations plus élevées comme 4% ou 5% et certains doivent réserver leurs sièges, mais ceci ne serait pas commode pour notre service.

Le comité est d'accord pour le taux de \$243 mais si nous gardons les mêmes autobus, pas de problème, mais les utilisateurs ne répondent pas de la même manière, nous allons probablement perdre d'autres utilisateurs.

Le comité est plus sur le côté de M. Lalonde avec le taux de \$241 pour une passe adulte. M. Boucher va présenter le Budget tel que présenté au comité et la décision sera au conseil. Une petite augmentation est nécessaire.

Les membres votent pour une augmentation, mais pas le montant mentionné.

Il a aussi été mentionné que peut-être d'annuler le mini-coach à partir de décembre au lieu de janvier pour réduire le déficit de l'année 2017.

7. Autres items

Suggestion de M. Lalonde, si nous pouvons déménager l'abri bus qui est situé au Musée et le transférer soit sur Jérôme Corbeil ou sur St-Jean. L'administration va devoir regarder les statistiques et locations pour voir ou serait le meilleur endroit pour le transférer. Il serait probablement plus facile à vendre de la publicité dans l'abri bus à un autre endroit.

L'administration a été approchée pour avoir une équipe de tournage pour filmer un de nos usagers qui à un chien guide jusqu'à son travail. L'équipe sera dans le dernier autobus du matin jeudi le 12 octobre, un avis circulera dans l'autobus pour aviser les utilisateurs. Des formes de renonciations seront sur l'autobus cette journée.

L'administration demande au comité s'ils sont intéressés à participer à la parade de Noël encore cette année avec Leduc Bus Lines et le comité sont tous d'accord. Le comité regardera les suggestions de l'administration et soumettra leurs commentaires et suggestions par vendredi le 13 octobre.

8. Ajournement

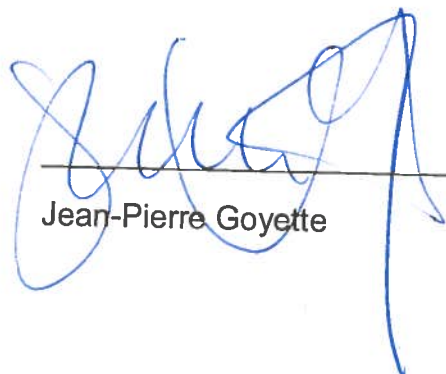
Notre prochaine rencontre sera le 17 janvier 2018 at 19h

La réunion est ajournée à 20h36

Proposé par Matt Paul

Appuyé par Jean-Pierre Goyette

ADOPTÉE



Jean-Pierre Goyette



Pierre Boucher



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

3LIC TRANSIT ADVISORY COMMITTEE MEETING MINUTES

October 5, 2017
Council Chambers
415 rue Lemay Street, Clarence Creek, Ont.

PRESENT:

Presence:

Jean-Pierre Goyette
Monique Paquette
Pierre Boucher
André J. Lalonde
Matt Paul
Rachelle Downton
Sylvie Laframboise
Gilbert Leduc

Absence:

Pascal Roy
Lucie Leclair

1. Opening of the meeting

The Chair opens the meeting at 7:07 pm

2. Adoption of the agenda

Moved by Rachelle Downton

Seconded By Jean-Pierre Goyette

THAT the agenda be adopted as presented.

CARRIED

3. **Adoption of the minutes**

Moved by Sylvie Laframboise

Seconded By Rachelle Downton

CARRIED

4. **Survey**

Mrs. Paquette gave the result of the paper and online survey that was done beginning of summer.

146 users responded to the survey

Mrs. Paquette only gave the important information of the survey:

- Transfer on OCTranspo in the morning
 - 16 users out of 146 which is approximately 5%
- Travel to Gatineau
 - 31 users out of 146 which is approximately 10%
- Transfer on OCTranspo in the afternoon
 - 21 users out of 146 which is approximately 7%

5. **Christmas Schedule**

Mrs. Paquette circulated drafts schedule for the Remembrance Day and Christmas Schedule to the members.

The members will review these draft schedules and make their comments or suggestion by Friday October 13th 2017.

6. **Budget**

Mr. Boucher started by showing and explaining the statistics for the first 9 months.

The sale of booklet of tickets is going well which is over what was projected in the Budget. In the first 9 months we lost approximately 20 users and the summer stayed about the same. But we are still on track with the projected Budget.

The daily pass as diminished during the year.

We were expecting a 5% diminution of riders.

What did not help this year also is the ridership of students, last year the school board were paying the monthly bus pass for their students but this year they opted to have a school bus, we still have some bus pass sold to the school board but not as many as last year. As a result of this, we have a drop in the students bus pass sold.

A question was asked what was the cost per use for an adult pass sold at \$238, the cost per use is around \$330 which totals approximately \$1,100 per user on municipal fund. Which means that every tax payer pays \$41 for public transit on their tax bill?

Everybody takes advantages of having buses on the road, if you take 400 users on the bus this will mean 400 less cars on the road.

Global view of the CRT Budget for the last 5 years

Year	2013	2014	2015	2016	Projection 2017
Deficit (municipal share)	\$ 591 739	\$ 672 249	\$ 542 784	\$ 486 069	\$ 476 413
Percentage (municipal share)	26%	30%	27%	25%	26%
Average ridership				* 400	**385
# route	11	11	9 / 10 / 2	9 / 10 / 2	9 / 8 / 2
\$ passe	228\$/164\$	235\$/169\$	235\$/169\$	238\$/171\$	238\$/171\$

* Full operationnal year

** Projection on actual to date

Mr. Boucher explains that he prepared a budget that is fair with a municipal share at 24% but council may ask for more money to decrease the municipal share. When the CRT budget will be presented to council Mr. Boucher will advise the Committee and they are welcome to attend.

Mr. Boucher explains the proposed 2018 budget if we are not reducing the ridership:

Revenus:

Fees: \$1,117,800

Advertising: \$17,200

Grant: \$245,000

Total: \$1,380,000

Expenses:

Normal expenses for day to day

Increase in the bus contract of 5.67%.

In the past 2 years with Leduc Bus Lines this was being cut but with the inflation we had no more choice.

The recommendation of Mr. Boucher is to cut a mini-coach in the morning and afternoon which will be an economy of approximately \$70,000 for a year.

Committee members know that the ridership is in decline and they also know that Leduc Bus Lines is working with the administration in good faith, but is their a clause that would waive the increase in the contract. Mr. Boucher says that we have a way out and it is to cut buses and in the contract it says that they are allowed to increase the fares. The increase is starting September 2017 until August 2018. Committee mentioned that is it possible to put in the next contract to put a clause in case of the ridership that decreases. They know that gas goes up but ridership goes down.

Mr. Boucher also explained that he is preparing the Budget as if we continue like the present with no changes with lightrail coming. Lightrail may open mid 2018 but we don't know yet.

The committee asks if it can be presented to council til June since we don't know what is happening afterwards or if we can go back to council when time comes.

For OCTranspo a year is far but for rural partners it is not far.

Mr. Boucher says in order to meet the 24% municipal share we will need to increase the bus pass by 2%. For the past 2 years their has been no increase in the fare.

Pass now		Suggested fees 2018
Adult	\$238	\$243
Student	\$171	\$175
Day Pass	\$14	\$15
Booklet of tickets	\$200	\$205

Committee suggests

- To round up maybe \$245

or

- \$240 for adult and \$180 to students

It was mentioned that we sell approximately 40 students passes and that will not compensate enough by increase the student bus pass.

It is \$60 per year increase. It was also mentioned that the Government has removed the tax break.

The administration is being as fair as possible maybe council will make more cuts but the council is on our side to keep the ridership.

The administration is presenting the Budget to the committee as information only, the committee can't change anything but give their opinions. The role of the committee is to market it and messaging to the users. The Budget is open to the public and the committee is more than welcome to attend.

The Budget presented is being fare since there was no increase for the past 2 years, if there was increases made it would be a different situation.

It was mentioned that some rural partners have higher fare and less buses.

A message will have to be distributed to the users to explain why to purchase a bus pass, they can use OTranspo and STO at no extra cost, will need to work something out to distribute to the users.

Mrs. Paquette explained that she got confirmation from OTranspo that we will have paper pass until June 2018. A notice will need to be circulated to the users to advise them of the paper pass.

Mr. Lalonde agrees that the bus pass should increase but he would prefer a less increase. He suggests the Adult bus pass to go to \$241. We could also increase the booklet of tickets to \$210 to come to the same amount of

money. He mentioned also that it is a election year and members of council will not want a high increase. If we cut buses to make sure to look at the statistics and cut where we can and keep our core.

If we cut a mini-coach in 2018 for ten months in the morning and afternoon we would save approximately \$74,600 for the year. It is preferable to cut the mini-coach than a coach or City Bus.

By doing the statistics for the last 9 months it shows that we have 66% ridership in the morning and 67% ridership in the afternoon, their is room to cut.

There was a discussing between the administration and the committee in regards to cutting buses and increasing the fares, the committee doesn't agree with this situation. If we cut buses and increase the fare, the users say that the fare goes up and we have less service. The committee agrees to the increase but cutting buses gives the users less choice. Why not hit the daily users instead of the monthly users.

The administration says that an increase of 2% for the last 3 years is not enormous and says it should be the same through all the fares. It was mentioned that other rural partners have an increase of 4% or 5% and they have to register to their seat on a certain bus which would not be convenient with our service.

The committee says if would agree to the \$243 fare if we kept the same buses, no problem but the users will not respond the same, we will probably lose more riders.

The committee is on the side of Mr. Lalonde at \$241 for an Adult bus pass. Mr. Boucher will present the Budget has he presented to the committee and the decision will be to the council. A small increase will be necessary.

The members voted that they agree to an increase but not the amount presented.

It was also mentioned to maybe cancel the mini-coach starting December instead of January.

7. Other Items

Suggestion from councillor Mr. Lalonde that if we could take the bus shelter that is at the Museum and transfer it to either on Jerome Corbeil or St-Jean. The administration will look at the statistics and location to see where it would be the best place to have it transferred. Will probably be easier to sell publicity on the bus shelter if it is at a new location!

The administration was approached to have a camera crew film one of our blind user that has a dog to follow him to work. The crew will be on the last bus on Thursday October 12th, a notice will be circulated on the bus to advise users. Waiver forms will be on the bus that day.

The administration asks the committee if they were interested to participate again this year to the Christmas Parade with a Leduc Bus and everyone agrees. The committee will look at the administration suggestions and give their comments or suggestions by Friday October 12th.

8. Adjournment

Our next meeting will be January 17th, 2018 at 7:00 pm

The meeting is adjourned at 8:36pm

Moved by Matt Paul

Seconded By Jean-Pierre Goyette

CARRIED


Jean-Pierre Goyette
Pierre Boucher



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

January 17, 2018
Council Chambers
415 rue Lemay Street, Clarence Creek, Ont.

PRESENT:

- Mario Zanth, President
- Guy Desjardins, Mayor (ex officio)
- Carl Grimard, Councillor Ward 3
- Michel Levert, Councillor Ward 7
- Elaine Simard, Member
- Denis Simard, Member
- Helen Collier, Chief Administrative Officer
- Marie-Ève Bélanger, Manager, Development
- Maryse St-Pierre, Deputy Clerk

1. Opening of the meeting

The President opens the meeting at 7:04 p.m.

2. Adoption of the agenda

RESOLUTION AME2018-01

Moved by Guy Desjardins

Seconded By Carl Grimard

THAT the agenda be adopted as presented.

CARRIED

3. Declaration of pecuniary interests (None)

4. Adoption of the minutes

4.1 Minutes of the Planning Committee of December 6, 2017

RESOLUTION AME2018-02

Moved by Guy Desjardins

Seconded By Elaine Simard

THAT the minutes of the Planning Committee meeting of December 6, 2017, be adopted as presented.

CARRIED

5. Planner's Statement

The planner's statement is presented.

6. Deferred Items

6.1 Official Plan Amendment and Zoning By-law Amendment - Brigil Subdivision

Mrs. Marie-Ève Bélanger gives an overview of the presentation that was given at the last meeting in regard to this application and shows the location of the project on the plan. Further to questions with regard to density, she explains the differences and the required percentages according to the official plan.

Further to questions asked with regard to the pathway, Mrs. Bélanger explains how the proposed pathway is integrated within the existing pathway map.

Comments of committee members

Members of the committee discuss the location of the pathway and the issue raised by the residents of Descotes Circle. Further to discussion, Mrs. Bélanger explains that this project has been in progress for years and that the location of the pathway is included on the official plan. She adds that there is a huge demand for pathways and cycle paths.

Members of the committee discuss the location of the high density in this project.

Comments from the public

Mr. Jean-Guy Brunet, resident at 3380 Descotes Circle, asks for clarifications regarding the setbacks. He adds that this development should consider the accessibility of people with reduced mobility. Mr. Jean Décoeur, representative for Atrel Engineering, explains the different setback measures and mentions that this development will take the requirements for accessibility into consideration.

Mrs. Elaine Simard leaves her seat from 7:55 p.m to 7:56 pm. Councillor Michel Levert leaves his seat from 7:56 p.m. to 7:58 p.m.

Mr. Gilles Bergeron, resident at 3385 Descotes Circle, explains that for this big project, more people should be advised. He explains that ratios are high and that high density would be no more than 10% of the project. Mrs. Bélanger explains the percentages of different densities. Mr. Bergeron adds that he believes that this project has the goal to collect more people and not developing a community. He explains that if the zoning is granted the way it is presented, he will make an appeal.

Mr. Fabien Parent, resident at 3400 Descotes Circle, reiterates the comments he mentioned during the last meeting in regard to fences. He adds that he has concerns with blasting. Mr. Décoeur explains that based on his knowledge, there should not be any blasting activities but if so, rules would be followed.

Mr. Stéphane St-Denis, resident at 3378 Descotes Circle, explains that residents don't want a cycle path in their backyards.

Further to discussions, Mr. Décoeur explains that if residents don't want the pathway, it is not a problem. He adds that he will verify if we can move one of the high-density buildings elsewhere in the plan.

RESOLUTION AME2018-03

Moved by Carl Grimard

Seconded By Michel Levert

THAT the Planning Committee recommends that Council approve the Draft Plan of Subdivision submitted by Atrél Engineering for 3223701 Canada Inc. (Brigil) (file number D-12-121), with the conditions of approval listed under Section 7 of report No. AMÉ-17-131-R, and

THAT the Planning Committee recommends that Council approve the Official Plan Amendment and the Zoning by-law Amendment.

DEFERRED

7. Presentations / Reports

7.1 Draft Plan of Subdivision – Stage 5 Spacebuilders

Mrs. Marie-Ève Bélanger presents the application submitted by Atrél Engineering for Spacebuilders Ottawa Ltd to approve the conditions of the draft plan of subdivision. She adds that the traffic study will determine if a roundabout is required at this location. Members of the committee discuss the project.

Mrs. Linda Diodati, resident at 559 Ruby Street, explains that her backyard faces directly onto the project, especially the commercial part. She is worried about the noise that will occur and the impact it will have on her privacy. Mr. Jean Décoeur, representant of Atrél Engineering explains that a noise protection barrier will be installed.

RESOLUTION AME2018-04

Moved by Michel Levert

Seconded By Guy Desjardins

THAT the Planning Committee recommends that Council approve the Draft Plan of Subdivision submitted by Atrél Engineering for Spacebuilders Ottawa Ltd. (file number D-12-122), with the conditions of approval listed under Section 7 of report No. AMÉ-18-01-R.

CARRIED

7.2 Zoning By-law Amendment – 1508 – 1560 Laurier Street – City of Clarence-Rockland

a. Presentation

Mrs. Claire Lemay presents the application made by the City of Clarence-Rockland. She explains that a zoning by-law amendment is requested in order to have the three lots considered to be one lot for the purposes of zoning, so that the setbacks from the property lines between these three lots do not need to be respected.

b. Committee/Public comments (None)

c. Recommendation

RESOLUTION AME2018-05

Moved by Denis Simard

Seconded By Michel Levert

THAT the Planning Committee recommends to Council the application to amend Zoning By-Law No. 2016-10, in order to change the zoning category of the properties known as 1508 Laurier Street, 1536 Laurier Street and 1560 Laurier Street from "Community Facilities (CF) Zone" to "Community Facilities – Exception 1 (CF-1) Zone", as recommended by the Infrastructure and Planning Department.

CARRIED

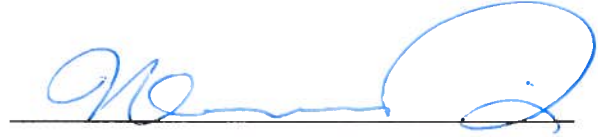
8. **Other Items (None)**

9. **Adjournment**

The meeting is adjourned at 9:06 p.m.



Mario Zanth, President



Maryse St-Pierre, Deputy Clerk



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

le 17 janvier 2018

Salle du Conseil

415 rue Lemay Street, Clarence Creek, Ont.

PRÉSENT:

Mario Zanth, Président
Guy Desjardins, Maire (ex officio)
Carl Grimard, Conseiller quartier 3
Michel Levert, Conseiller quartier 7
Elaine Simard, membre
Denis Simard, membre
Helen Collier, Directrice générale
Marie-Ève Bélanger, Gestionnaire du développement
Maryse St-Pierre, Greffière adjointe

1. Ouverture de la réunion

Le président ouvre la réunion à 19h04.

2. Adoption de l'ordre du jour

RÉSOLUTION AME2018-01

Proposée par Guy Desjardins

Appuyée par Carl Grimard

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

ADOPTÉE

3. Déclaration d'intérêts pécuniaires (Aucune)

4. Adoption des procès-verbaux

4.1 Procès-verbal du comité d'aménagement du 6 décembre 2017

RÉSOLUTION AME2018-02

Proposée par Guy Desjardins

Appuyée par Elaine Simard

QUE le procès-verbal de la réunion du comité d'aménagement du 6 décembre 2017 soit adopté tel que présenté.

ADOPTÉE

5. Énoncé de l'urbaniste

L'énoncé de l'urbaniste est présenté.

6. Items différés

6.1 Amendement au plan officiel et au règlement de zonage - Subdivision Brigil

Mme Marie-Ève Bélanger fait un survol de la présentation de la dernière réunion relativement à cette demande et démontre l'emplacement du projet sur le plan. Suite aux questions soulevées concernant les densités, elle explique la différence entre chacune d'elles et le taux requis selon le plan officiel.

Suite aux questions soulevées concernant le sentier du projet, Mme Bélanger présente une carte de l'emplacement des sentiers du secteur de Rockland afin d'illustrer l'emplacement du sentier de ce développement.

Commentaires du comité

Les membres du comité discutent de l'emplacement du sentier et de l'enjeu qu'il présente pour les résidents de la rue Descôtes. Suite à la discussion, Mme Bélanger explique que ce projet est sur la table depuis plusieurs années et que l'emplacement de ce sentier est inscrit au plan officiel. Elle ajoute que la demande d'obtenir des sentiers et des pistes cyclables est grande.

Les membres du comité discutent de l'emplacement de la haute densité dans ce projet.

Commentaires du public

M. Jean-Guy Brunet, résident du 3380 Cercle Descôtes, demande des précisions quant aux marges séparant les lots. Il ajoute que ce développement devra rendre les installations accessibles pour les personnes à mobilité réduite. M. Jean Décoeur, représentant d'Atrél Engineering, explique les différentes mesures des marges et mentionne que le développement prendra considération des normes en matière d'accessibilité.

Mme Elaine Simard quitte son siège de 19h55 à 19h56. Le conseiller Michel Levert quitte son siège de 19h56 à 19h58.

M. Gilles Bergeron, résident du 3385 Cercle Descôtes, explique que dans le cas de projets de cette envergure, plus de gens devraient être avisés. Il explique que les ratios sont élevés et que la haute densité devrait correspondre à 10% du projet. Mme Bélanger explique les pourcentages des différentes densités. M. Bergeron ajoute qu'il ressent que ce projet est dans le but de collecter des gens et non de développer une communauté. Il explique que si le zonage est accordé de la façon dont il est présenté, il fera un appel.

M. Fabien Parent, résident du 3400 Cercle Descôtes, réitère les commentaires qu'il a mentionné à la dernière réunion concernant les clôtures. Il ajoute qu'il est inquiet relativement à des possibilités de dynamitage. M. Décoeur explique qu'à sa connaissance, il n'y aura pas de dynamitage, mais que dans le cas où il y en aurait, il y a des règles à suivre.

M. Stéphane St-Denis, résident du 3378 Cercle Descôtes, explique que les résidents ne désirent pas avoir de piste cyclable en arrière de leurs propriétés.

Suite aux discussions, M. Décoeur explique que si c'est la volonté des résidents de retirer le sentier, ce n'est pas un problème. Il ajoute qu'il va vérifier s'il peut déplacer un des bâtiments de haute densité ailleurs sur le plan.

RÉSOLUTION AME2018-03

Proposée par Carl Grimard

Appuyée par Michel Levert

QUE le comité d'aménagement recommande que le conseil approuve l'ébauche de plan de lotissement soumise par Atrel Engineering pour 3223701 Canada Inc. (Brigil) (filière n°. D-12-121), avec les conditions d'approbation listé à la Section 7 du rapport n°. AMÉ-17-131-R, et

QUE le comité d'aménagement recommande que le conseil approuve l'amendement au Plan Officiel et au règlement de zonage.

DIFFÉRÉE

7. Présentations / Rapports

7.1 Ébauche de plan de subdivision - Étape 5 Spacebuilders

Mme Marie-Ève Bélanger fait la présentation de la demande faite par Atrél Engineering pour Spacebuilders Ottawa Ltd pour approuver les conditions de l'ébauche de plan de lotissement. Elle ajoute que l'étude de trafic déterminera si un carrefour giratoire est nécessaire à cet emplacement. Les membres du comité discutent du projet.

Mme Linda Diodati, résidente du 559 Ruby Street, explique que sa cour arrière fait directement face à ce projet, notamment l'espace commercial. Elle explique qu'elle est inquiète du bruit que cela va occasionner et l'impact que cela aura sur sa vie privée. M. Jean Décoeur, représentant d'Atrél Engineering explique qu'une barrière de bruit sera installée.

RÉSOLUTION AME2018-04

Proposée par Michel Levert

Appuyée par Guy Desjardins

QUE le comité d'aménagement recommande que le conseil approuve l'ébauche de plan de lotissement soumis par Atrél Engineering pour Spacebuilders Ottawa Ltd. (filière n°. D-12-122), avec les conditions d'approbation listé à la Section 7 du rapport n°. AMÉ-18-01-R.

ADOPTÉE

**7.2 Amendement au règlement de zonage – 1508 – 1560 rue Laurier –
Cité de Clarence-Rockland**

a. Présentation

Mme Claire Lemay fait la présentation de la demande adressée par la Cité de Clarence-Rockland. Elle explique qu'un amendement au règlement de zonage est requis dans le but de considérer les trois lots au point de vue du zonage, ce qui permettra de ne pas respecter les marges de reculs situées entre ces lots.

b. Commentaires du comité et du public (Aucun)

c. Recommandation

RÉSOLUTION AME2018-05

Proposée par

Appuyée par Michel Levert

QUE le comité d'aménagement recommande au conseil de supporter l'amendement au Règlement de zonage 2016-10, dans le but de modifier la catégorie de zonage des propriétés situés au 1508 rue Laurier, 1536 rue Laurier et 1560 rue Laurier de « Zone

d'installations communautaires (CF) » à « Zone d'installations communautaires – Exception 1 (CF-1) », tel que recommandé par le Département d'infrastructure et aménagement du territoire.

ADOPTÉE

8. Autres items (Aucun)

9. Ajournement

La réunion est ajournée à 21h06.

Mario Zanth, Président

Maryse St-Pierre, Greffière adjointe



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 adjacent 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

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 <i>Policy No.:</i>	LOI2017-01
		Sujet <i>Subject:</i>	Crédits sur les taux de location de glace pour les associations mineurs / Credit for ice sports rental rates
		Categorie <i>Category:</i>	Services communautaires / Community Services
Date:	Janvier / January 2017	Résolution <i>Resolution No:</i>	
Auteur <i>Author:</i>	Jean-Luc Jubinville	Règlement <i>By-law No:</i>	

1.0 Énoncé de politique

1.0 Policy Statement

La Cité de Clarence-Rockland encourage les jeunes de la Cité à participer à des activités sportives qui favorisent une vie saine.	The City of Clarence-Rockland encourages our youth to participate in sport activities that promote healthy living.
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2.0 But/Objectif

2.0 Purpose/Objective

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.	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.
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3.0 Définitions

3.0 Definitions

« Département », signifie les Services Communautaires de la Cité de Clarence-Rockland.	"Department", means the Community Services of the City of Clarence-Rockland
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4.0 Portée

4.0 Scope

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.	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.
Les crédits sur les taux de locations des sports de glace sont en vigueur pour la période allant du 1 ^{er}	The credit for ice sports rental rates will be in effect for the period starting from September 1 st 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

<p>5.1. Critères d'admissibilité</p> <p>Afin d'être admissibles, les associations de sports mineurs 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 - 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 <p>5.2. Heures éligibles :</p> <p>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.</p> <p>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.</p> <p>Le Département ne créditera en aucun temps une ou des heures attitrées à une association qui sera par la suite sous-louée ou vendue à un autre parti.</p>	<p>5.1. Eligibility Criteria</p> <p>In order to be eligible, the minor sports associations 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 - 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 <p>5.2. Eligible Hours:</p> <p>All regular hours (for ex: games, practices, courses, etc.) used between September 1st and the first week of the month of April are eligible.</p> <p>All special activity hours (for ex: tournaments, year-end final show, etc.) used between September 1st and the first week of the month of April are eligible but must be pre-approved by the department.</p> <p>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>
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<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 <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>5.5.3. 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>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><i>5.6.2. Allocation :</i></p> <p>Les équipes juniors se verront accorder le nombre d'heures crédité suivant:</p>	<p>region of Clarence-Rockland</p> <ul style="list-style-type: none"> - 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>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 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. 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>The junior teams will be awarded the following credits:</p>
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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
<p><i>5.6.3. Respect de la politique :</i></p> <p>Les équipes juniors sont exemptes de la section 5.1. et 5.3. mais doivent respecter le reste de la présente politique.</p> <p>5.7. Paiement du crédit</p> <p>Les associations seront facturées le taux de location au complet des heures utilisées à la fin de chaque mois.</p> <p>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 :</p> <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. <p>5.8. Taux du crédit</p> <p>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.</p> <p>Le nombre d'heures maximum pour</p>		<p><i>5.6.3. Respect of the policy:</i></p> <p>The junior teams are exempt from Sections 5.1. and 5.3. but must respect the rest of the said policy.</p> <p>5.7. Credit Payment</p> <p>The associations will be invoiced the full ice rental used at the end of each month.</p> <p>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:</p> <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. <p>5.8. Credit Rate</p> <p>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.</p> <p>The maximum number of hours for</p>	

<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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Club Optimiste Clarence Creek Inc.

Clarence Creek, Ontario, K0A 1N0

30 janvier 2018

Cité Clarence-Rockland
1560 rue Laurier,
Rockland, (Ontario)
K4K 1P7

Objet: Demande de festival communautaire

A qui de droit,

Le club Optimiste de Clarence Creek organise encore cette année le tournoi de hockey des familles. Cette année, le tournoi aura lieu du 5 au 8 avril 2018, inclusivement à l'aréna de Clarence Creek.

Comme par les années passées, nous aimerions que cet événement soit reconnu comme étant un festival communautaire afin de pouvoir obtenir un permis d'occasion spéciale pour la durée du tournoi auprès de la Régie des alcools de l'Ontario.

Si vous avez des questions ou commentaires, vous pouvez me contacter au (613) 488-2502. Je vous remercie de l'attention que vous apporterez à notre demande.

Mes Salutations.

Philippe Saumure

Club Optimiste Clarence Creek Inc.

AMI DE LA JEUNESSE

City of Clarence-Rockland Council/Board Accounts Payable Report by Department January 6th, 2018 to February 9th, 2018									
DPT Code	Department Name	Vendor Code	Vendor Name	Invoice Number	Invoice Description	GL Account	GL Account Name	Batch	Amount
1	30 WATER RECEIVABLES	RESSI001	RESIDENCE SIMON	22JAN2018	OVERPAYMENT SEWER/WATER ACCNT 021 001 15250 902	1-1-0030-0131	Temporary Adjustments - Water & Sewer	21	8,304.48
2	60 ACCOUNTS PAYABLE	HALIN001	HALPENNY INSURANCE BROKERS LTD	45755	2018 INSURANCE RENEWAL	1-2-0060-0213	Other Accounts Payable	15	327,322.76
3	65 PAYABLES - PAYROLL	CUPE002	CUPE - LOCAL 503	18JAN2018	PAY 1 & 2	1-2-0065-0254	Union Dues	21	6,047.88
4	65 PAYABLES - PAYROLL	GREWE001	GREAT-WEST LIFE ASSURANCE COMP	27JAN2018 DIV 1	PREMIUMS FEB/18 POLICY 136826 DIV 1	1-2-0065-0251	G.W.L.	29	24,055.53
5	65 PAYABLES - PAYROLL	GREWE001	GREAT-WEST LIFE ASSURANCE COMP	27JAN2018 DIV 3	PREMIUMS FEB/18 POLICY 136826 DIV 3	1-2-0065-0251	G.W.L.	29	50,477.01
6	65 PAYABLES - PAYROLL	GREWE001	GREAT-WEST LIFE ASSURANCE COMP	3JAN2018 DIV1	PREMIUM JAN/18 POLICY 136826 DIV 1	1-2-0065-0251	G.W.L.	6	22,079.47
7	65 PAYABLES - PAYROLL	GREWE001	GREAT-WEST LIFE ASSURANCE COMP	3JAN2018 DIV3	PREMIUM JAN/18 POLICY 136826 DIV 3	1-2-0065-0251	G.W.L.	6	51,173.21
8	65 PAYABLES - PAYROLL	MINF004	MINISTER OF FINANCE/EHT	18JAN2018	PAY 1 & 2	1-2-0065-0242	Employer Health Tax	21	17,848.36
9	65 PAYABLES - PAYROLL	OMERS001	OMERS	18JAN2018	PAY 1 & 2 JAN2018	1-2-0065-0250	O.M.E.R.S.	21	120,168.86
10	65 PAYABLES - PAYROLL	REVC001	RECEIVER GENERAL - CANADA CUST	18JAN2018	PAY 2	1-2-0065-0243	Income Tax	18	82,488.42
11	65 PAYABLES - PAYROLL	REVC001	RECEIVER GENERAL - CANADA CUST	18JAN2018	PAY 2	1-2-0065-0245	E.I.	18	14,897.46
12	65 PAYABLES - PAYROLL	REVC001	RECEIVER GENERAL - CANADA CUST	18JAN2018	PAY 2	1-2-0065-0244	C.P.P.	18	38,965.92
13	65 PAYABLES - PAYROLL	REVC001	RECEIVER GENERAL - CANADA CUST	1FEB2018	PAY 3	1-2-0065-0243	Income Tax	30	51,242.30
14	65 PAYABLES - PAYROLL	REVC001	RECEIVER GENERAL - CANADA CUST	1FEB2018	PAY 3	1-2-0065-0245	E.I.	30	11,669.43
15	65 PAYABLES - PAYROLL	REVC001	RECEIVER GENERAL - CANADA CUST	1FEB2018	PAY 3	1-2-0065-0244	C.P.P.	30	30,187.12
16	65 PAYABLES - PAYROLL	REVC001	RECEIVER GENERAL - CANADA CUST	4JAN2018	PAY 1	1-2-0065-0244	C.P.P.	4	31,348.86
17	65 PAYABLES - PAYROLL	REVC001	RECEIVER GENERAL - CANADA CUST	4JAN2018	PAY 1	1-2-0065-0243	Income Tax	4	56,064.03
18	65 PAYABLES - PAYROLL	REVC001	RECEIVER GENERAL - CANADA CUST	4JAN2018	PAY 1	1-2-0065-0245	E.I.	4	12,074.61
19	65 PAYABLES - PAYROLL	REVC002	RECEIVER GENERAL - CANADA CUST	18JAN2018	PAY 2	1-2-0065-0244	C.P.P.	18	6,215.22
20	65 PAYABLES - PAYROLL	REVC002	RECEIVER GENERAL - CANADA CUST	18JAN2018	PAY 2	1-2-0065-0243	Income Tax	18	7,156.90
21	65 PAYABLES - PAYROLL	REVC002	RECEIVER GENERAL - CANADA CUST	1FEB2018	PAY 3	1-2-0065-0244	C.P.P.	30	6,854.12
22	65 PAYABLES - PAYROLL	REVC002	RECEIVER GENERAL - CANADA CUST	1FEB2018	PAY 3	1-2-0065-0243	Income Tax	30	9,080.40
23	65 PAYABLES - PAYROLL	REVC002	RECEIVER GENERAL - CANADA CUST	4JAN2018	PAY 1	1-2-0065-0243	Income Tax	4	13,615.92
24	65 PAYABLES - PAYROLL	REVC002	RECEIVER GENERAL - CANADA CUST	4JAN2018	PAY 1	1-2-0065-0244	C.P.P.	4	7,079.54
25	65 PAYABLES - PAYROLL	WORS001	WORKPLACE SAFETY & INSURANCE B	1007758379	INCENTIVE PROGRAM-2013-2017 NEER	1-2-0065-0252	W.C.B.	292	27,936.09
26	65 PAYABLES - PAYROLL	WORS001	WORKPLACE SAFETY & INSURANCE B	18JAN2018	REPORT PREMIUM JAN1-31/18 ACCNT 1624385	1-2-0065-0252	W.C.B.	21	21,495.79
27	78 DEFERRED REVENUES - GRANTS AND OTHERS	CEPE001	CONSEIL DES ECOLES PUBLIQUES D	4DEC2017 DCSCHO	REDEVANCES D'AMENAGEMENT SCOLAIRE DU 1OCT/17 AU 31DEC/17	1-2-0078-0347	DEVELOPMENT CHARGES SCHOOL BOARDS	292	18,204.00
28	91 UNFINANCED CAPITAL OUTLAYS - Mun. Drains	ROBOC001	ROBINSON CONSULTANTS	0066513	COBB'S LAKE CREEK RE-ASSESSMENT TO DEC30/17	1-2-0091-0458	Cobb's Lake Drain	296	10,106.16
29	1123 Council - Materials	ASSMU002	ASSOCIATION OF MUNICIPALITIES	MEM006225	2018 MEMBERSHIP	1-4-1123-3435	Membership	30	6,895.50
30	1333 Office - Materials	PITWO001	PITNEY WORKS	3JAN2018	POSTAGE PAYMENT ACCNT 6100-9000-1181-8769	1-4-1333-3550	Postage	6	5,000.00
31	1363 Human Resources - Materials	KREAS001	KRECKLO & ASSOCIATES INC.	18-001	COMPENSATION REVIEW PROJECT	1-4-1363-3165	Consultant	18	6,347.21
32	2111 Administration - Salaries and Benefits	OMERS001	OMERS	11JAN2018 MS	2017 OMERS ADJUSTMENT MS	1-4-2111-1250	OMERS	292	8,381.49
33	2121 Fire-fighting - Salaries and Benefits	WORS001	WORKPLACE SAFETY & INSURANCE B	AA84875	SCHEDULE 2 INV. FIRM 856039	1-4-2121-1244	W.C.B. - Schedule 2	21	11,502.12
34	2121 Fire-fighting - Salaries and Benefits	WORS001	WORKPLACE SAFETY & INSURANCE B	AA86280	SCHEDULE 2 INVOICE FIRM 856039	1-4-2121-1244	W.C.B. - Schedule 2	30	61,563.46
35	2121 Fire-fighting - Salaries and Benefits	WORS001	WORKPLACE SAFETY & INSURANCE B	AB19512	PHYS FEES/ADMIN FIRM 856039	1-4-2121-1244	W.C.B. - Schedule 2	30	22,680.71
36	2140 Fire Buildings	CM3EN001	CM3 ENVIRONMENTAL INC.	BDC1153-2	PHASE II ESA BOURGET FIRE STN	2-4-2140-9221	Rockland Fire Station Expansion	295	9,277.03
37	2354 O.P.P. - Contracted Services	MINF006	MINISTER OF FINANCE	14291217093	MCSCS-OPP (LSR) NOV/17	1-4-2354-4170	O.P.P. Services	292	280,890.00
38	3110 Public Works - Administration	COLCA001	COLACEM CANADA INC	7081703121	LIMESTONE GRAN A	2-4-3110-9626	Mun. Garage	292	5,246.01
39	3123 Public Works - Materials	DUOEL001	DUQUETTE ELECTRIQUE LTEE.	10214	CONTAINER PANEL & PLUGS (417 LEMAY)	1-4-3123-3070	Building Maintenance	292	5,468.12
40	3133 Engineering - Materials	STACO001	STANTEC CONSULTING LTD	1238139	LACASSE RD. REHABILITATION TO DEC15/17	1-4-3133-3210	Engineering	295	8,642.91
41	3143 Vehicles - Materials	GROEN001	GROENEVELD CPL SYSTEMS CANADA	024/40046462	AUTOMATIC GREASING SYSTEM (21470)	1-4-3143-3760	Vehicle Repairs	292	8,524.79
42	3200 Street Construction	CENCO001	CENTENNIAL CONSTRUCTION ROCKLA	627	CONCRETE RETAINING WALL VICTORIA STREET	2-4-3200-9894	Victoria Street Design & Steps	292	40,944.42
43	3200 Street Construction	HPENG001	HP ENGINEERING	917530	VICTORIA ST. STAIRS TO DEC31/17	2-4-3200-9894	Victoria Street Design & Steps	296	8,418.50
44	3200 Street Construction	SYNCO002	SYNEX CONSTRUCTION LIMITED	2018-002	CELINE ST. REHABILITATION-HOLDBACKS	2-4-3200-9497	Celine Street	296	18,180.60
45	3214 Urban Storms - Contracts	LANEX001	LANDROCK EXCAVATION INC	3132	PP CERT.#1 ADRIEN ST. SUBDRAIN	1-4-3214-4200	Contracts	292	15,000.00
46	3224 Rural Storms - Contracts	LANEX001	LANDROCK EXCAVATION INC	3132	PP CERT.#1 ADRIEN ST. SUBDRAIN	1-4-3224-4200	Contracts	292	10,113.87
47	3260 Storm Sewers	ATREL001	ATREL ENGINEERING LTD.	1707145	STORM OUTLET LAURIER TO HWY 17	2-4-3260-9072	Rodrigue	296	5,617.51
48	3260 Storm Sewers	ATREL001	ATREL ENGINEERING LTD.	1707374	RODRIGUE STORM OUTLET TO OCT28/17	2-4-3260-9072	Rodrigue	295	19,129.11
49	3260 Storm Sewers	STACO001	STANTEC CONSULTING LTD	1243679	STORMWATER MASTER PLAN TO DEC29/17	2-4-3260-9278	Storm Sewer Master Plan	296	13,243.60
50	3260 Storm Sewers	STPEX001	STP EXCAVATION & CONSTRUCTION	3109	PP #3 RODRIGUE ST. DITCH & STORM	2-4-3260-9072	Rodrigue	296	9,981.28
51	3414 Patching - Contracts	PAVPB001	P.B. PAVING & LANDSCAPING LTD.	6835	HOT MIX ASPHALT PATCHING	1-4-3414-4200	Contracts	296	5,998.94
52	3414 Patching - Contracts	PAVPB001	P.B. PAVING & LANDSCAPING LTD.	6991	MANHOLES & HOT PATCHES	1-4-3414-4200	Contracts	292	67,221.33
53	3514 Patching & washouts - Contracts	MUNNA001	MUNICIPALITE DE LA NATION	JB00097	2017 BOUNDARY ROAD MAINT. 50% COST	1-4-3514-4200	Contracts	292	9,767.08
54	3623 Guiderails - Materials	COMUN001	COMTES UNIS DE PRESCOTT ET RUS	TP 001907	2017 GUIDERAILS	1-4-3623-3425	Materials	295	23,409.89
55	3713 Snow Plowing & Salting - Materials	KSWIN001	K&S SEL WINDSOR LTÉE / K&S WIN	5300338181	BULK SAFE-T-SALT	1-4-3713-3425	Materials	292	28,324.84
56	3713 Snow Plowing & Salting - Materials	KSWIN001	K&S SEL WINDSOR LTÉE / K&S WIN	5300338725	BULK SAFE-T-SALT	1-4-3713-3425	Materials	292	5,909.05
57	3713 Snow Plowing & Salting - Materials	KSWIN001	K&S SEL WINDSOR LTÉE / K&S WIN	5300341489	BULK SAFE-T-SALT	1-4-3713-3425	Materials	295	6,544.93
58	3713 Snow Plowing & Salting - Materials	KSWIN001	K&S SEL WINDSOR LTÉE / K&S WIN	5300342197	BULK SAFE-T-SALT	1-4-3713-3425	Materials	295	9,476.41
59	3713 Snow Plowing & Salting - Materials	KSWIN001	K&S SEL WINDSOR LTÉE / K&S WIN	5300345180	BULK SAFE-T-SALT	1-4-3713-3425	Materials	30	25,860.49
60	3713 Snow Plowing & Salting - Materials	KSWIN001	K&S SEL WINDSOR LTÉE / K&S WIN	5300346265	BULK SAFE-T-SALT	1-4-3713-3425	Materials	30	12,681.02
61	3713 Snow Plowing & Salting - Materials	KSWIN001	K&S SEL WINDSOR LTÉE / K&S WIN	5300346903	BULK SAFE-T-SALT	1-4-3713-3425	Materials	30	9,532.08
62	3713 Snow Plowing & Salting - Materials	TRAHE001	TRANSPORT HEATLIE	610	WINTER SAND	1-4-3713-3425	Materials	292	14,004.04
63	3714 Snow Plowing & Salting - Contracts	LALGH001	GHYSLAIN LALONDE ENTREPRISE	1033	GRADER SERVICE NOV/17	1-4-3714-4200	Contracts	296	14,142.50
64	3714 Snow Plowing & Salting - Contracts	LALGH001	GHYSLAIN LALONDE ENTREPRISE	1041	GRADER SERVICE (DEC/17)	1-4-3714-4200	Contracts	296	13,324.02
65	3734 Snow Removal - Contracts	POUDE001	STEPHANE POUPART DEVELOPMENT L	47351	EQUIP. RENTAL - SNOW BANK REMOVAL	1-4-3734-4200	Contracts	30	11,280.99
66	3734 Snow Removal - Contracts	POUDE001	STEPHANE POUPART DEVELOPMENT L	47352	EQUIP. RENTAL - SNOW BANK REMOVAL	1-4-3734-4200	Contracts	30	8,669.13
67	3734 Snow Removal - Contracts	POUDE001	STEPHANE POUPART DEVELOPMENT L	47353	EQUIP. RENTAL - SNOW BANK REMOVAL	1-4-3734-4200	Contracts	30	5,012.54
68	3734 Snow Removal - Contracts	SYNCO002	SYNEX CONSTRUCTION LIMITED	2017-031	SNOW REMOVAL (SNOW BANK LAURIER ST)	1-4-3734-4200	Contracts	296	9,559.80
69	3734 Snow Removal - Contracts	SYNCO002	SYNEX CONSTRUCTION LIMITED	2017-032	SNOW REMOVAL (SNOW BANK LAURIER ST.)	1-4-3734-4200	Contracts	296	9,559.80
70	3813 Street lights - Materials	HYDON001	HYDRO ONE NETWORKS INC.	200070197756 19JAN18	HYDRO	1-4-3813-3300	Hydro	296	16,117.30
71	7250 Parks	COTDA001	DANIEL D. COTE CONSTRUCTION IN	2017-061	SHELTER CONSTRUCTION @ SIMON PARK	2-4-7250-9853	Shelter - Parc Simon	296	34,790.44
72	7253 Parks - Materials	KBMED001	KB MEDIA CORP.	KBM-9907	ALUMINIUM COMPOSITE SIGNS, FRAMES (PARKS)	1-4-7253-3540	Playground Equipment Replacement	296	14,357.79
73	7423 Arena - Clarence - Materials	CLACR004	CLARENCE CREEK MINOR HOCKEY AS	22JAN2018	MUNICIPAL SUBSIDY SEPT TO DEC/17	1-4-7423-3262	Grants to organisations	295	38,364.00
74	7423 Arena - Clarence - Materials	HYDON001	HYDRO ONE NETWORKS INC.	200090056585 20DEC17	HYDRO	1-4-7423-3300	Hydro	292	10,314.10
75	7423 Arena - Clarence - Materials	HYDON001	HYDRO ONE NETWORKS INC.	200090056585 23JAN18	HYDRO	1-4-7423-3300	Hydro	296	10,113.38
76	7434 Recreational Complex - Contracts	YMCA001	YMCA-YWCA	004217	ADMIN FEES JAN/18	1-4-7434-4290	Contract - Rec. Complex - YMCA	30	10,000.00
77	7480 Community Center - Bourget	CDMCH001	CDM CHAYER DEMERS MANAGEMENT	1783	ENLEVER/DISPOSER ISOLATION, NETTOYER (CENTRE BOURGET)	2-4-7480-9177	Centre comm Bourget	296	7,062.50
78	7553 Arena - Clarence-Rockland - Materials	CLAR0008	CLARENCE-ROCKLAND GIRLS HOCKEY	22JAN2018 CR	MUNICIPAL SUBSIDY SEPT-DEC/17	1-4-7553-3262	Grants to organisations	295	14,436.00
79	7553 Arena - Clarence-Rockland - Materials	CLUJU001	CLUB JUNIOR "A" ROCKLAND NATS	22JAN2018	MUNICIPAL SUBSIDY SEPT-DEC/17	1-4-7553-3262	Grants to organisations	295	10,481.00
80	7553 Arena - Clarence-Rockland - Materials	EASON005	EASTERN ONTARIO COBRAS	5FEB2018	MUNICIPAL SUBSIDY SEPT-DEC/17	1-4-7553-3262	Grants to organisations	296	10,006.00

DPT Code	Department Name	Vendor Code	Vendor Name	Invoice Number	Invoice Description	GL Account	GL Account Name	Batch	Amount
81	7553 Arena - Clarence-Rockland - Materials	ROCFI001	ROCKLAND FIGURE SKATING CLUB	22JAN2018	MUNICIPAL SUBSIDY SEPT-DEC/17	1-4-7553-3262	Grants to organisations	295	12,300.00
82	7553 Arena - Clarence-Rockland - Materials	ROCFI001	ROCKLAND MINOR HOCKEY ASSOCIAT	22JAN2018	MUNICIPAL SUBSIDY SEPT-DEC/17	1-4-7553-3262	Grants to organisations	295	38,188.00
83	8110 Planning	LOUIS001	LOUIS - XVI SIGNS	4361	SUPPLY & INSTALL 6 PRIMARY SIGNS	2-4-8110-9286	Enseignes Cité / City Signs	296	31,018.50
84	8110 Planning	STACO001	STANTEC CONSULTING LTD	1232634	TOPOGRAPHIC SURVEY LAURIER ST. TO DEC1/17	2-4-8110-9283	Embellissement / City Beautification	292	62,150.00
85	8213 Commercial - Materials	DUTSU001	DUTRISAC SURVEYING INC.	R-2017135	REGISTER LOTS 22 & 23 INDUSTRIAL ST.	1-4-8213-3505	Opportunities Evaluation	30	7,571.00
86	9100 Water	GENIV001	WSP CANADA INC.	0699620	LANDRY & RUSSELL RD W/M CONST. JUL19/17-NOV16/17	2-4-9100-9260	Bourget W/M Loop	292	6,942.72
87	9114 Water Treatment - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	INV000099712	ANNUAL CONTRACT ADJUSTMENT-HYDRO, NAT.GAS	1-4-9114-9079	Energy Adjust Hors Contract	292	19,901.32
88	9114 Water Treatment - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	INV000099812	ANNUAL CONTRACT FLOW ADJUSTMENTS	1-4-9114-9078	Flow Adjust Hors Contract	292	15,583.75
89	9114 Water Treatment - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	INV000100040	ROCK WT CSO REPORT, REPLACE ACTUATOR	1-4-9114-4620	Contract - OCWA - Repairs & Maintenance	296	11,562.75
90	9114 Water Treatment - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	INV000100543	OPERATIONS & MAINT. DEC/17	1-4-9114-4610	Contract - OCWA - Basic Maintenance	296	46,815.97
91	9115 Streets	POUDE001	STEPHANE POUPART DEVELOPMENT L	47901	PATCH PAVING ON INDUSTRIELLE	2-4-9115-9554	Industrielle Watermain Decom.	295	13,210.17
92	9115 Streets	POUDE001	STEPHANE POUPART DEVELOPMENT L	48697	TRIAXLE SHOVEL RENTAL, STONE (INDUSTRIELLE)	2-4-9115-9554	Industrielle Watermain Decom.	295	6,647.96
93	9124 Water Distribution - Contracts	HEMCO001	HEMSON CONSULTING LTD.	C1810-1	WATER & WASTEWATER RATE STUDY 2018	1-4-9124-4620	Contract - Repairs & Maintenance	295	5,031.04
94	9124 Water Distribution - Contracts	ONTCL001	ONTARIO CLEAN WATER AGENCY	INV000100543	OPERATIONS & MAINT. DEC/17	1-4-9124-4610	Contract - OCWA - Basic Maintenance	296	14,262.06
95	9124 Water Distribution - Contracts	PAVPB001	P.B. PAVING & LANDSCAPING LTD.	6992	VARIOUS PATCHES	1-4-9124-4620	Contract - Repairs & Maintenance	296	6,910.81
96	9124 Water Distribution - Contracts	PAVPB001	P.B. PAVING & LANDSCAPING LTD.	6997	HOT MIX ASPHALT PATCHING (MARCIL RD.)	1-4-9124-4620	Contract - Repairs & Maintenance	295	5,480.50
97	9314 Sewers Collection - Contrated Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	INV000100543	OPERATIONS & MAINT. DEC/17	1-4-9314-4610	Contract - OCWA - Basic Maintenance	296	19,611.37
98	9324 Sewers Treatment - Contracted Services	HEMCO001	HEMSON CONSULTING LTD.	C1810-1	WATER & WASTEWATER RATE STUDY 2018	1-4-9324-4620	Contract - Repairs & Maintenance	295	5,031.05
99	9324 Sewers Treatment - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	INV000099712	ANNUAL CONTRACT ADJUSTMENT-HYDRO, NAT.GAS	1-4-9324-9078	Flow Adjust Hors Contract	292	28,242.13
100	9324 Sewers Treatment - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	INV000099812	ANNUAL CONTRACT FLOW ADJUSTMENTS	1-4-9324-9078	Flow Adjust Hors Contract	292	108,757.14
101	9324 Sewers Treatment - Contracted Services	ONTCL001	ONTARIO CLEAN WATER AGENCY	INV000100543	OPERATIONS & MAINT. DEC/17	1-4-9324-4610	Contract - OCWA - Basic Maintenance	296	44,121.36
102	9523 Garbage Disposal - Materials	CARLA003	CARTY'S LAND CLEARING LTD.	596	WOOD CHIPPING @ LANDFILL SITE	1-4-9523-3215	Equipment rental	296	10,170.00
103	9523 Garbage Disposal - Materials	LANEX001	LANDROCK EXCAVATION INC	3139	FLOAT MOVE AND WORK DONE @ LANDFILL (CAPPING)	2-4-9523-9077	Landfill Capping	292	9,447.37
104	9523 Garbage Disposal - Materials	MICCO001	MICHANIE CONSTRUCTION INC.	J028147	PP #7 BOURGET LANDFILL RECONFIGURATION	2-4-9523-4201	Reconfiguration landfill	296	24,814.60
105	9523 Garbage Disposal - Materials	MICCO001	MICHANIE CONSTRUCTION INC.	J028148	PP #8 HB BOURGET LANDFILL RECONFIGURATION	2-4-9523-4201	Reconfiguration landfill	296	67,232.02
106	1340 Facilities	0703999	WSP CANADA INC.	0703999	STANBY GENERATOR FOR CC ARENA & MUN.GARAGE	2-4-1340-9159	Clarence Creek City Hall	295	6,748.64
107	3110 Public Works - Administration	10287	DUQUETTE ELECTRIQUE LTEE.	10287	LED RETROFIT @ 417 LEMAY (MUN.GARAGE)	2-4-3110-9071	Garage Improvement	295	16,931.86
108	3110 Public Works - Administration	0703999	WSP CANADA INC.	0703999	STANBY GENERATOR FOR CC ARENA & MUN.GARAGE	2-4-3110-9071	Garage Improvement	295	5,022.29
109	3143 Vehicles - Materials	V4015971	W.O. STINSON & SON LTD.	V4015971	DIESEL (417 LEMAY)	1-4-3143-3190	Diesel	296	5,949.74
110	3200 Street Construction	3295830	CH2M HILL CANADA LIMITED	3295830	TRANSPORTATION MASTER PLAN TO DEC29/17	2-4-3200-9898	Master Transportation Study	296	5,765.60
111	3914 Transit - Contracts	150	LEDUC BUS LINES LTD.	150	TRANSPORT EN COMMUN DEC/17	1-4-3914-4200	Contracts - Bus	295	154,404.12
112	7250 Parks	556	PERMAFIB	556	RINK INSTALLATION @ 1060 DES PINS-ROCKLAND	2-4-7250-9891	Dalrymple Park (Outside Boards)	21	22,600.00
113	7253 Parks - Materials	556	PERMAFIB	556	RINK INSTALLATION @ 1060 DES PINS-ROCKLAND	1-4-7253-3540	Playground Equipment Replacement	21	16,752.25
114	9514 Garbage Collection - Contracts	0000235699	TOMLINSON ENVIRONMENTAL SERVIC	0000235699	RESIDENTIAL WASTE DEC/17	1-4-9514-4200	Contracts	296	41,273.05
115	9514 Garbage Collection - Contracts	0000235702	TOMLINSON ENVIRONMENTAL SERVIC	0000235702	IC & I WASTE DEC/17	1-4-9514-4200	Contracts	296	11,860.69
116	9534 Recycling - Contracts	0000235700	TOMLINSON ENVIRONMENTAL SERVIC	0000235700	RESIDENTIAL RECYCLING DEC/17	1-4-9534-4200	Contracts	296	68,579.32
117	9534 Recycling - Contracts	0000235703	TOMLINSON ENVIRONMENTAL SERVIC	0000235703	IC & I RECYCLING DEC/17	1-4-9534-4200	Contracts	296	6,054.88
							Invoices Paid Greater/Equal to \$5,000		3,114,473.51
							Invoices Paid Less/Equal to \$4,999		569,600.72
							MasterCards Jan/18		4,358.64
							Grand Total A/P Council Report Feb. 21/18		3,688,432.87

MASTER CARD - JOURNAL ENTRIES - Period 1

page 1-2018

January 15th, 2018**Daycare - ACCT# 5258 818666 651537****JE #80**

Page 1 of 8 for MasterCard Accounts balance of \$4,358.64

G.I. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-6113-3435	Jan 12/18	Apple iTunes (iCloud)	1.46	0.17
1-1-0020-0071		HST added (sum of all credits)	0.17	
		Total	1.63	0.17
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 1.46

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES - Period 1

page 2-2017

January 15th, 2018

CAO - ACCT# 5258 818666 651545

J/E #883

Page 2 of 8 for MasterCard Accounts balance of \$4,358.64

G.L. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-1223-3440	Dec 19/17	Rosalynn's (lunch Alain (I.T.))	51.53	4.93
1-1-0020-0071		HST added (sum of all credits)	4.93	
		Total	56.46	4.93
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 51.53

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES-Period 1

page 3-2017

January 15th , 2018

Finance Director - ACCT# 5258 818666 709293

J/E #884

Page 3 of 8 for MasterCard Accounts balance of \$4,358.64

G.L. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-3113-3675	Jan 2/18	Sci-White Glove (moving Plotter from Clarence to Rockland)	532.91	61.31
1-1-0020-0071		HST added (sum of all credits)	61.31	
		Total	594.22	61.31
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 532.91

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES- Period 1

page 4-2017

January 15th, 2018

Community Services - ACCT# 5258 818666 816197

JE #885

Page 4 of 8 for MasterCard Accounts balance of \$4,358.64

G.I. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-7113-3500	Dec 15/17	Amazon (cell phone case)	16.79	
1-4-7313-3490	Dec 18/17	Enbridge (2815 Chamberland)	314.75	36.21
1-4-7313-3490	Dec 18/17	KubraEnbridge CONVFEE	5.51	0.63
1-4-7113-3435	Dec 20/17	Amazon (Prime membership)	89.27	10.27
2-4-7110-9440	Dec 21/17	The Home Depot (Circ.saw, recip.saw, grinder, batteries-CubeVan)	1600.08	184.08
1-1-0020-0071		HST added (sum of all credits)	231.19	
		Total	2257.59	231.19
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 2,026.40

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES- Period 11

page 5-2017

January 15th, 2018

Eng & Op - ACCT# 5258 818666 960672

JE #886

Page 5 of 8 for MasterCard Accounts balance of \$4,358.64

G.L. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-3123-3425	Dec 20/17	St-Hubert (xmas lunch Public Works)	410.41	46.41
1-1-0020-0071		HST added (sum of all credits)	46.41	
		Total	456.82	46.41
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 410.41

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES- Period 11

page 5-2018

January 15th, 2018

Eng & Op - ACCT# 5258 818666 960672

JE #81

Page 5 of 8 for MasterCard Accounts balance of \$4,358.64

G.L. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-3123-3425	Jan 12/18	Tim Hortons (staff meeting Public Works)	66.83	5.07
1-1-0020-0071		HST added (sum of all credits)	5.07	
		Total	71.90	5.07
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 66.83

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES - Period 1

page 6-2018

January 15th, 2018**Deputy Fire Chief - ACCT# 5258 818666 960680****J/E #83**

Page 6 of 8 for MasterCard Accounts balance \$4,358.64

G.I. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-2113-3175	Jan 3/18	Driver Certification Program	200.00	
1-1-0020-0071		HST added (sum of all credits)	0.00	
		Total	200.00	0.00
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 200.00

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES - Period 1

page 7-2018

January 15th, 2018

Planning Manager & Development - ACCT# 5258 818666 998391

J/E #84

Page 7 of 8 for MasterCard Accounts balance \$4,358.64

G.L. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-8113-3640	Jan 11/18	OPPI - Project Management for Planners (C.Lemay)	508.50	58.50
1-1-0020-0071		HST added (sum of all credits)	58.50	
		Total	567.00	58.50
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		508.50

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES - Period 1

page 8-2017

January 15th, 2018**Protective Services Director - ACCT# 5258 818910 078859****JE #887**

Page 8 of 8 for MasterCard Accounts balance \$4,358.64

G.L. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-2153-3760	Dec 21/17	Ultramar (bulk purchase of 12 car washes)	127.04	14.61
1-4-2153-3760	Des 21/17	Ultramar (bulk purchase of 6 car washes)	63.53	7.30
1-1-0020-0071		HST added (sum of all credits)	21.91	
		Total	212.48	21.91
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 190.57

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MASTER CARD - JOURNAL ENTRIES - Period 1

page 8-2018

January 15th, 2018

Protective Services Director - ACCT# 5258 818910 078859

JE #85

Page 8 of 8 for MasterCard Accounts balance \$4,358.64

G.L. CODE	Date	DESCRIPTION	DEBIT	CREDIT (HST)
1-4-2113-3435	Dec 18/17	CAFC 2018 Membership (B. Wilson)	316.40	36.40
1-4-2143-3070	Jan 2/18	Canadian Tire (adapter)	18.63	2.14
1-4-2213-3745	Jan 4/18	Survey Monkey (monthly subscription)	35.00	
1-1-0020-0071		HST added (sum of all credits)	38.54	
		Total	408.57	38.54
1-2-0060-0217		Clearing MasterCard (debits minus credits=MC month balance)		\$ 370.03

Prepared by: _____

Date: _____

Approved by: _____

Date: _____



REPORT N° FIN2018-01

Date	21/12/2018
Submitted by	Frédéric Desnoyers
Subject	Development Charges Indexed 2018
File N°	F21 Revenues

1) **NATURE/GOAL :**

Pursuant to the Development Charge legislation, the City is authorized to adjust the Development Charge annually to account for inflation.

2) **DIRECTIVE/PREVIOUS POLICY :**

By-law 2015-13 Clarence Rockland 2014 DC By-Law

Appendix 1 -Schedule "B" Amended – Residential Development Charges – Effective January 1, 2017

Appendix 2 -Schedule "B" Amended – Non-Residential Development Charges – Effective January 1, 2017

3) **DEPARTMENT'S RECOMMENDATION :**

WHEREAS Section 10 of By-law No. 2015-13 provides that the development charges established may be adjusted annually without amending the by-law;

BE IT RESOLVED THAT Council approve that the Development Charges rates be increased by 2.8% commencing January 1st, 2018 to reflect the increase in the Construction Price Index as reflected in Appendix 3 for residential and Appendix 4 for non-residential development charges, of Report No. FIN2018-01.

ATTENDU QUE l'article 10 du Règlement No. 2015-13 stipule que les frais de développement mis en place peuvent être rajustés annuellement sans modifier ledit règlement;

QU'IL SOIT RÉSOLU QUE le Conseil approuve que les taux pour les redevances d'aménagement soient augmenté de 2.8% effectif le 1 janvier 2018 pour refléter l'augmentation de l'Indice des prix de la construction tel que présenté dans l'Annexe 3 pour le résidentiel et l'Annexe 4 pour les redevances d'aménagement non résidentiel, du rapport No. FIN2018-01.

4) **BACKGROUND :**

The Development charges have also been indexed in 2017 to reflect the increase in the Construction Price Index.

5) **DISCUSSION :**

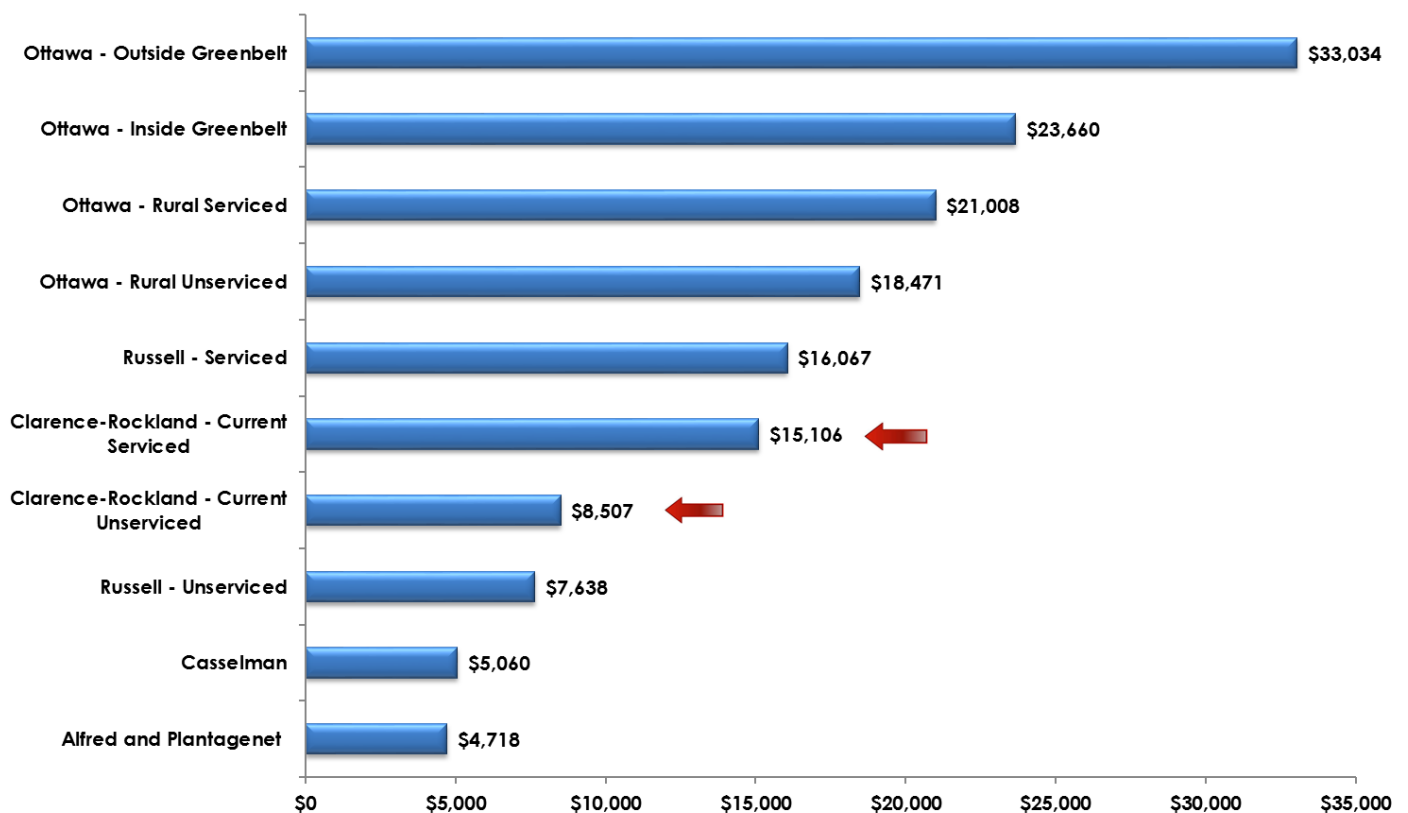
Development Charge rates can be indexed to account for inflation. Most Development Charges By-laws call for annual indexing. The Development Charges Act, 1997 (s.5 (1) (10)) and O.Reg. (82/98 (s.7) prescribe one index for adjusting development charge rates for inflation: Construction Price Statistics, Catalogue No. 62-007-XPB, Statistics Canada Quarterly.

This index has increased 2.8% and therefore staff recommends that the development charges be increased accordingly.

The City of Ottawa and the Township of Russell also increase their fees every year using the same index recommended in this report. The Township of Russell has already approved the increase of 2.8% in December 2017. The City of Ottawa indexes their rates every August.

Even after the increase of 2.8%, the City of Clarence-Rockland remains competitive with a residential serviced rate of \$15,106 per unit and \$8,507 for unserviced units.

2018 - Residential Charge per Single Detached Unit



6) **CONSULTATION:** N/A

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

Click here to enter text.

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

Residential and non-residential development charges to be increased by 2.8% starting January 1, 2018 in accordance with prescribed Statistics Canada rates.

9) **LEGAL IMPLICATIONS :**

N/A

10) **RISK MANAGEMENT :**

The increase of the development charges rates will allow the City to fund the inflation in the construction prices of all projects included in the development charges initial study. Without this increase, the City wouldn't collect enough revenues to fund all the projects included in the study.

11) **STRATEGIC IMPLICATIONS :**

N/A

12) **SUPPORTING DOCUMENTS:**

2015-13 Clarence Rockland 2014 DC By-law

Appendix 1 -Schedule "B" Amended – Residential Development Charges – Effective January 1, 2017

Appendix 2 -Schedule "B" Amended – Non-Residential Development Charges – Effective January 1, 2017

Appendix 3 -Schedule "B" Amended – Residential Development Charges – Effective January 1, 2018

Appendix 4 -Schedule "B" Amended – Non-Residential Development Charges – Effective January 1, 2018

Appendix 5 – DC indexing sheet

**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
BY-LAW NUMBER 2015-13**

**A BY-LAW WITH RESPECT TO DEVELOPMENT CHARGES AND TO
REPEAL BY-LAW 2010-163**

WHEREAS the City of Clarence-Rockland (“the City”) will experience growth through development and re-development;

AND WHEREAS development and re-development requires the provision of physical and social services by the City of Clarence-Rockland;

AND WHEREAS Council desires to ensure that the capital cost of meeting growth-related demands for or burden on municipal services does not place an excessive financial burden on the City of Clarence-Rockland or its existing taxpayers while at the same time ensuring new taxpayers contribute no more than the net capital cost attributable to providing the current level of municipal services;

AND WHEREAS the Development Charges Act, 1997 permits Council to pass by-laws for the imposition of development charges if development or re-development of land within the City of Clarence-Rockland is for uses which would increase the need for municipal services and any one or more of the actions set out in subsection 2(2) of the Development Charges Act, 1997 are required for such development or re-development;

AND WHEREAS the Council of the Corporation of the City of Clarence-Rockland has given notice in accordance with section 12 of the Act, of its intention to pass a by-law under section 2 of the said Act;

AND WHEREAS Council had before it a report entitled the “Development Charges Background Study”, submitted by Hemson Consulting Ltd. dated December 22, 2014 (the “Study”);

AND WHEREAS Council of the Corporation of the City of Clarence-Rockland, hereby determines that the future excess capacity identified in the Development Charges Background Study dated October, 2014, shall be paid for by the development charges contemplated in the said Development Charges Background Study;

AND WHEREAS Council has reviewed the Study and has considered the comments of the public at a public meeting duly called on January 8th, 2015, to consider the enactment of a by-

law under the Development Charges Act, 1997.

AND WHEREAS Council of the Corporation of the City of Clarence-Rockland agrees that no further public meetings are required under Section 12 of the Act.

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND BY THE COUNCIL THEREFORE ENACTS AS FOLLOWS:

1. In this By-law:

(a) Terms have the following meanings:

- (i) "Act" means the Development Charges Act, 1997, as amended;
- (ii) "Agricultural Use" means a use of land, buildings or structures for the purpose of field crops, fruit farming, market gardening, dairying, animal husbandry, poultry or beekeeping and such uses, structures and buildings as are customarily related to a farming operation, but does not include a Dwelling Unit;
- (iii) "Apartment Unit" (Apt) means a any residential dwelling unit within a building containing three or more dwelling units where access to each residential unit is obtained through a common entrance or entrances from the street level and the residential units are connected by an interior corridor;
- (iv) "Bedroom" (BR) includes any room which can be used as sleeping quarters but does not include a kitchen, bathroom, living room or dining room;
- (v) "Board of Education" has the same meaning as that specified in subsection 29(1) of the Act;
- (vi) "Capital Cost" means costs incurred or proposed to be incurred by a municipality or a local board or commission thereof directly or under an agreement;
 - (a) to acquire land or an interest in land,
 - (b) to improve land,
 - (c) to acquire, construct or improve buildings and structures,
 - (d) to acquire, construct or improve facilities including,
 - 1. rolling stock with an expected useful life of seven years or more, furniture and equipment, excluding computer equipment and

- 2. materials acquired for circulation, reference or information purposes by a library board as defined in the Public Libraries Act, R.S.O. 1998, and
- (e) to undertake studies in connection with any of the matters in clauses (vi)(a) through (d), required for the provision of designated services
- (vii) “City” means the City of Clarence-Rockland;
- (viii) “Commercial Use” means the use of land, structures or buildings for the purposes of buying or selling commodities and services, but does not include Industrial Use or Agricultural Use, but does include hotels, motels, motor inns and boarding, lodging and rooming houses;
- (ix) “Council” means the Council of the City of Clarence-Rockland;
- (x) “Development” means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of increasing the size or usability thereof, and includes re-development;
- (xi) “Development Charge” means a charge imposed with respect to Growth-Related Net Capital Costs against land pursuant to the provisions of the within by-law;
- (xii) “Duplex dwelling unit” shall mean a dwelling that is divided horizontally into two dwelling units.
- (xiii) “Dwelling Unit” means one or more habitable rooms designed or intended for use by one household exclusively as an independent and separate unit in which separate kitchen and sanitary facilities are provided for the exclusive use of the household with a private entrance from outside the building or from a common hallway or stairway inside the building;
- (xiv) “Existing” means the number, use and size that existed as of the date this by-law was passed;

- (xv) “Growth-Related Net Capital Cost” means the portion of the Net Capital Cost of services that is reasonably attributable to the need for such Net Capital Cost that results or will result from new development in all or a defined part of the City;
- (xvi) “Industrial Use” means the use of land, buildings or structures designed for the purpose of manufacturing, assembling, making, preparing, inspecting, ornamenting, finishing, treating, altering, repairing, warehousing or storing or adapting for sale of any goods, substance, article or thing, or any part thereof and the storage of building and construction equipment and materials, as distinguished from the buying and selling of commodities and the supplying of personal services. This definition does not include Agricultural Use;
- (xvii) “Institutional Use” means land, buildings, structures or part thereof used by any organization, group or association for promotion of charitable, educational or benevolent objectives and not for profit or gain;
- (xviii) “Local Board” means a school board, public utility commission, transportation commission, public library board, board of park management, local board of health, board of commissioners of police, planning board, or any other board, commission, committee, body or local authority established or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes, including school purposes, of the City of Clarence-Rockland or any part or parts thereof;
- (xix) “Local Services” means those services, facilities or things which are within the boundaries of, about or are necessary to connect lands to Services and an application has been made in respect of the lands under sections 51 and 53 of the Planning Act, R.S.O. 1990;
- (xx) “Multiple Housing” means all residential dwellings other

than single detached dwellings, semi-detached dwellings, duplex dwellings and apartment units;

- (xxi) “Net Capital Cost” means the Capital Cost less capital grants, subsidies and other contributions made to the City or that the council of the municipality anticipates will be made, including conveyances or payments under sections 41, 51 and 53 of the Planning Act, R.S.O. 1990, in respect of the Capital Cost;
- (xxii) “Non-Residential Use” includes Commercial, Industrial and Institutional Uses;
- (xxiii) “Official Plan” means the Official Plan adopted for the City, as amended and approved;
- (xxiv) “Owner” means the owner of land or a person who has made application for an approval for the development of land upon which a Development Charge is imposed;
- (xxv) “Place of Worship” means that part of a building or structure that is exempt from taxation as a place of worship under the Assessment Act, R.S.O. 1990, c. A.31, as amended;
- (xxvi) “Rate” means the interest rate established weekly by the Bank of Canada based on Treasury Bills having a term of 91 days;
- (xxvii) “Regulation” means O. Reg. 82/98 as at February 20, 1998, as amended;
- (xxviii) “Residential Building” means a building, occupied or capable of being occupied as a home, residence or sleeping place by one or more persons, containing one or more Dwelling Units but not including motels, hotels, tents, truck campers, tourist trailers, mobile camper trailers or boarding, lodging or rooming houses;
- (xxix) “Residential Use” means the use of a building or structure or portion thereof for one or more Dwelling Units. This

also includes a Dwelling Unit on land that is used for an Agricultural Use, but does not include any other type of building erected on Agricultural land;

- (xxx) “Row Housing Dwelling Unit” means a building that is divided vertically into three or more dwelling units, each of which has independent entrances, to a front and rear yard immediately abutting the front and rear walls of each dwelling unit;
- (xxxi) “Semi-Detached Dwelling Unit” means the whole of the building divided vertically from the foundation to the roof by an unpierced common wall into two separate dwelling units each of which has an independent entrance directly from grade;
- (xxxii) “Services” means those services, facilities, accommodations and things shown on Schedule “A” to this by-law;
- (xxxiii) “Services in Lieu” means those Services specified in an agreement made under clause 8 of this by-law;
- (xxxiv) “Servicing Agreement” means an agreement to provide municipal services by the City of Clarence-Rockland to specified lands within the municipality;
- (xxxv) “Single Detached Dwelling Unit” means a completely detached dwelling unit to which entrance is gained only by a private entrance outside the building;
- (xxxvi) “Temporary building or structure” means a building or structure constructed or erected on land for a continuous period not exceeding six months, or an addition or alteration to a building or structure that has the effect of increasing the total floor area thereof for a continuous period exceeding six months;
- (xxxvii) “Total floor area” means:
 - (a) In the case of a residential use building or structure, or in the case of a mixed-use building or

structure with respect to the residential use portion thereof, the total area of all floors measured between the outside surfaces of exterior walls or between the outside surfaces of exterior walls and the centre line of party walls separating the dwelling unit from another dwelling unit or other portion of the building;

- (b) In the case of a non-residential use building or structure or in the case of a mixed-use building or structure in respect of the non-residential portion

Thereof, the total area of all building floors above or below grade measured between the outside surfaces of the exterior walls or between the outside surfaces of exterior walls and the centre line of party walls separating two uses; and

- (i) Includes the area of a mezzanine as defined in the Ontario Building Code; and
- (ii) Excludes those areas exclusively for parking of vehicles unless the parking of vehicles is the primary use of the building or structure.

(xxxviii) “Unit” includes a Dwelling Unit and Apartment Unit;

(xxxix) “Zoning By-Law” means the Zoning By-Law of the City of Clarence-Rockland, as adopted by Council, plus amendments or any successor thereof passed pursuant to the Planning Act, R.S.O. 1990;

2.
 - (a) This by-law applies to all lands in the City of Clarence-Rockland whether or not the land or use thereof is exempt from taxation under s. 13 of the Assessment Act.
 - (b) Notwithstanding clause 2(a) above, this by-law does not apply to the development of land that is owned by and used for the purposes of:
 - (i) A Board of Education;
 - (ii) The City of Clarence-Rockland, or any local board or commission thereof;

- (iii) The United Counties of Prescott & Russell or any local board thereof;
- (iv) A place of worship and the land used in connection therewith; and
- (v) Temporary buildings or structures provided that such buildings are removed within six months of the issuance of a building permit.

3. Council hereby determines that the development of land, buildings or structures for Residential and Non-Residential Uses have required or will require the provision, enlargement, expansion or improvement of the Services shown in the proportions applicable to each such use on Schedule "A" hereto.

- 4.
- (a) The development charge with respect to the use of any land, buildings or structures shall be calculated as follows;
 - i. In the case of residential development, or the residential portion of a mixed-use development, based upon the number and type of dwelling units; or
 - ii. In the case of non-residential development, or the non-residential portion of a mixed-use development, based upon the total floor area of such development.
 - (b) The development charges described in Schedule B to this By-law shall be imposed on residential uses of lands, buildings or structures, including a dwelling unit accessory to a non-residential use and, in the case of a mixed-use building or structure, on the residential component of the mixed-use building or structure, according to the type of residential use.
 - (c) The development charges described in Schedule B to this By-law shall be imposed on non-residential uses of lands, buildings or structures and, in the case of a mixed-use building or structure, on the non-residential components of the mixed-use building or structure, and calculated with respect to each of the services according to the total floor area of the non-residential use.
 - (d) The Development Charges set out in this By-law are identified in Schedule B hereto and are payable in full, subject to the exemptions

and credits herein from the effective date of this By-law.

- (e) No development charge shall be imposed if a building that has been destroyed or legally demolished is rebuilt within three years of the destruction or demolition. If a different type of building is constructed, a credit equal to the development charge that would have been imposed on the original building, will apply.
- 5.
- (a) The whole of the development charge imposed hereunder shall be calculated and paid in full on the date a building permit under the Building Code Act is issued in respect of the building or structure for the use to which the development charge hereunder applies.
 - (b) No building permit shall be issued for any building or structure in respect of which the development charge applicable hereunder remains unpaid, unless an agreement permits a later payment.
 - (c) The Council may enter into a written agreement providing for payment of the development charges on any date that Council decides is appropriate.
6. Nothing in this by-law prevents Council from requiring, as a condition of approval under section 51 or 53 of the Planning Act, R.S.O. 1990, that the Owner, at his own expense, install such Local Services as Council may require or that the Owner install local connections to municipal services at the Owner's expense.
7. This By-law does not apply with respect to approvals related to the residential development of land, buildings or structures that would have the affect only:
- (a) of permitting the enlargement of an existing dwelling unit;
 - (b) of creating one or two additional dwelling units in an existing single detached dwelling;
 - (c) of creating one additional dwelling unit in an existing semi-detached dwelling or duplex dwelling; or
 - (d) of creating one additional dwelling unit in any other existing residential building, all as defined in the Regulations.

8. For the purposes of section 7, where a building permit has been issued for the construction of a single detached dwelling, semi-detached dwelling, or any other residential dwelling following the adoption of this by-law, such building shall be deemed not to be existing until such time as a provisional occupancy certificate has been granted and a final inspection has been completed. For the purposes of clarification, and without limiting the generality of the foregoing, where an applicant has paid Development Charges on issuance of building permit and prior to the granting of provisional occupancy by Building Department with respect to that building permit, the applicant or such successor permit holder, alters, modifies, etc, the building to add dwelling unit(s), such additional dwelling unit(s) shall not be eligible for the exemptions set out in section 7 with respect to the payment of Development Charges.
9. Notwithstanding Subsections 7(b) to (d), a Development Charge shall be imposed with respect to the creation of one or two additional dwelling units in a dwelling, if the gross floor area of the additional one or two dwelling units exceeds, the gross floor area of the existing dwelling unit in Subsection 7(b) and 7(c), and the smallest existing dwelling unit in Subsection 7(d).
10. The development charges established hereunder may be adjusted without amendment to this by-law annually as of the 31st of December in each year commencing on 31st December, 2015, in accordance with the most recent twelve month change in Statistics Canada Quarterly, Construction Price Statistics.
11.
 - (a) Council, by written agreement, may permit an Owner to commute the whole or such part of the development charge applicable to the Owner's development, as may be specified in the agreement, by the provision at the Owner's sole expense of Services in Lieu. Such agreement shall further specify that where the Owner provides Services in Lieu in accordance with the agreement, Council shall give to the Owner a credit against the Development charge otherwise applicable to his development equal to the reasonable cost of providing the Services in Lieu.
 - (b) In any agreement made under clause 11 (a), Council may also give a further credit equal to the owner's reasonable cost of providing Services in addition to or of a greater size or capacity than would be required under this by-law, but may not give the credit against the development charge payable.

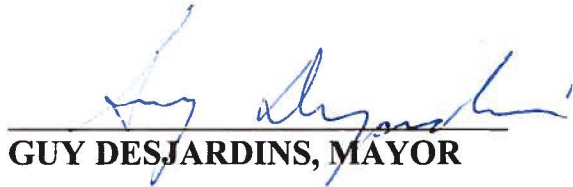
- (c) Any dispute as to the reasonable cost of providing the Services in Lieu or the Services mentioned in clause 11 (a) and (b) above shall be referred to the City of Clarence-Rockland Council whose decision shall be final and binding.
- 12. A copy of this by-law may be registered against such lands in the City of Clarence-Rockland as Council by resolution from time to time may direct.
- 13. Any amount of development charge which remains unpaid after the date specified in clause 5 or in a written agreement shall be added to the tax roll and collected as unpaid taxes.
- 14. The Treasurer of the City of Clarence-Rockland shall administer this by-law.
- 15.
 - (a) Any agreement made under section 51 or 53 of the Planning Act, R.S.O. 1990, before the date this by-law comes into force which provides for the payment of a lot levy, capital contribution or other charge shall remain in full force and effect and be enforceable according to its terms.
 - (b) The Treasurer in calculating the development charge payable under clause 4, above shall deduct from the development charge otherwise payable any amount paid pursuant to an agreement mentioned in clause 11 (a), above.
 - (c) Where a lot levy, or development charge was collected as a condition for a lot created by consent pursuant to Section 53 of the Planning Act R.S.O. 1990, then the amount collected shall be deducted from the Development Charge at the time the Building Permit is issued.
- 16.
 - (a) Council directs the Treasurer to create individual reserve funds, separate from the other reserve funds of the municipality, including reserve funds created or administered under section 165 of the Municipal Act for each of the services listed in Schedule "A" to this by-law. The Treasurer shall deposit the development charges received under this by-law into the appropriate reserve fund thus created and shall pay from the appropriate reserve fund any amounts necessary to defray the Net Capital Cost of the service.
 - (b) The amounts contained in the reserve funds established under clause

16 (a) above, shall be invested in accordance with subsection 165(2) of the Municipal Act and any income received from such investment shall be credited to the said reserve fund in the proportions determined by the balances in the accounts listed in Schedule "A" to this by-law as of December 31 of the previous year.

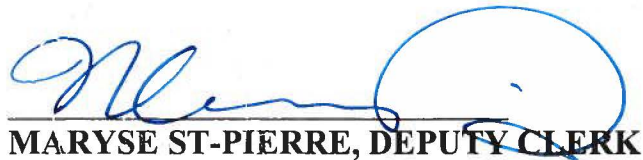
17. Where any unpaid development charges are collected as taxes under clause 11 above, the money so collected shall be credited to the said reserve funds in the proportions provided for in Schedule "A".
18. The Treasurer of the City of Clarence-Rockland shall, in each year on or before May 31, present to Council a statement in respect of the reserve fund for the prior year established hereunder containing the information required under the Regulation.
19.
 - (a) If this by-law is amended or repealed by Council or the Ontario Municipal Board, the Treasurer shall determine within 30 days of the amendment or repeal whether any owner has overpaid in respect of the development charge payable hereunder immediately prior to the repeal or amendment of this by-law and if such an overpayment has been made, the Treasurer shall calculate the amount of such overpayment.
 - (b) Any overpayment determined under clause 19 (a), above shall be paid to the person who made the payment by his or her last known address within 30 days of the date of the repeal or amendment of this by-law.
 - (c) The refund payable under clause 19 (b), above shall be paid with interest calculated from the date upon which the overpayment was collected to the date on which the refund is made. Such interest shall be paid at the Bank of Canada Rate in effect from time to time from the date of enactment of this by-law as adjusted in clause 19 (d), below.
 - (d) The Bank of Canada Rate in effect on the date of enactment of this by-law shall be adjusted on the first business day of January, 2011 to the Rate established by the Bank of Canada on that day and shall be adjusted four times each year thereafter on the first business day of January, April, July and October to the Rate established by the Bank of Canada on the day of the adjustment.

20. This by-law shall continue in force and effect for a term of 5 years from the date of its coming into force.
21. This by-law comes into force on February 1, 2015.
22. That By-law No. 2010-47 as amended, being a by-law with respect to development charges be and is hereby repealed on the date the by-law comes into force.
23. That By-law No. 2010-163 being a by-law for the collection of charges for capital costs related to the construction, improvement and expansion of the water distribution system be and as amended is hereby repealed on the date the by-law comes into force.

By-law read a first, second and third time and finally passed this 26th day of January, 2015.



GUY DESJARDINS, MAYOR



MARYSE ST-PIERRE, DEPUTY CLERK

SCHEDULE "A"**SCHEDULE OF CATEGORY OF
MUNICIPAL SERVICES AND ALLOCATIONS**

Category of Service	Percentage of Total Charge	
	Residential	Non-Residential
Library Services	2.52%	0.00%
Fire Protection	10.44%	15.55%
Daycare	0.00%	0.00%
Parks And Recreation	30.29%	0.00%
Public Works	9.52%	14.18%
Transit	1.49%	2.22%
By-Law Enforcement	0.05%	0.05%
General Government	2.34%	3.51%
Roads And Related	43.35%	64.49%
TOTAL CITY-WIDE UNIFORM CHARGE	100.00%	100.00%

Category of Service	Percentage of Total Charge	
	Residential	Non-Residential
Library Services	2.26%	0.00%
Fire Protection	9.36%	13.26%
Daycare	0.00%	0.00%
Parks And Recreation	27.15%	0.00%
Public Works	8.53%	12.09%
Transit	1.33%	1.89%
By-Law Enforcement	0.04%	0.05%
General Government	2.10%	2.99%
Roads And Related	38.85%	55.00%
Waterworks	10.38%	14.72%
TOTAL CITY-WIDE UNIFORM CHARGE (incl. Waterworks)	100.00%	100.00%

Category of Service	Percentage of Total Charge	
	Residential	Non-Residential
Library Services	1.42%	0.00%
Fire Protection	5.88%	7.22%
Daycare	0.00%	0.00%
Parks And Recreation	17.06%	0.00%
Public Works	5.36%	6.59%
Transit	0.84%	1.03%
By-Law Enforcement	0.03%	0.02%
General Government	1.32%	1.63%
Roads And Related	24.41%	29.95%
Waterworks	6.53%	8.02%
Sanitary Sewage	37.16%	45.54%
TOTAL CITY-WIDE UNIFORM CHARGE (fully serviced)	100.00%	100.00%

SCHEDULE "B"

SCHEDULE OF DEVELOPMENT CHARGES

Service	Residential Charge By Unit Type (1)			Non-Residential Charge (\$/sq.m)
	Single & Semi-Detached	Rows & Other Multiples	Apartments	
Library Services	\$206	\$139	\$122	\$0.00
Fire Protection	\$856	\$578	\$505	\$5.81
Daycare	\$0	\$0	\$0	\$0.00
Parks And Recreation	\$2,482	\$1,676	\$1,466	\$0.00
Public Works	\$780	\$527	\$461	\$5.30
Transit	\$122	\$82	\$72	\$0.83
By-Law Enforcement	\$4	\$3	\$2	\$0.02
General Government	\$192	\$130	\$113	\$1.31
City-Wide General Services Charge Per Unit	\$4,642	\$3,135	\$2,741	\$13.27
Roads And Related	\$3,552	\$2,398	\$2,098	\$24.10
City-Wide Engineered Services Charge Per Unit	\$3,552	\$2,398	\$2,098	\$24.10
TOTAL RESIDENTIAL UNSERVICED CHARGE BY UNIT TYPE	\$8,194	\$5,533	\$4,839	\$37.37
City-Wide Uniform Charge	\$8,194	\$5,533	\$4,839	\$37.37
Waterworks	\$950	\$641	\$561	\$6.45
TOTAL RESIDENTIAL CHARGE BY UNIT TYPE (incl. Waterworks)	\$9,144	\$6,174	\$5,400	\$43.82
City-Wide Uniform Charge	\$8,194	\$5,533	\$4,839	\$37.37
Waterworks	\$950	\$641	\$561	\$6.45
Sanitary Sewage	\$5,406	\$3,650	\$3,193	\$36.65
TOTAL RESIDENTIAL CHARGE BY UNIT TYPE (fully serviced)	\$14,550	\$9,824	\$8,593	\$80.47
(1) Based on Persons Per Unit of:	2.96	2.00	1.75	



Clarence Rockland

**CORPORATION
OF THE CITY OF / DE LA CITÉ DE
CLARENCE-ROCKLAND
RESOLUTION**

DATE: Jan. 26, 2015	Item # : 12.12	Resolution # : 2015-026
Administration		
Directrice/Director : H. Collier	Représentant/Representative : J-M. Lalonde	
Proposé par/Moved by	Jean-Marc Lalonde	
Appuyé de / Seconded by	Krysta Simard	
Objet / Subject : Redevances d'aménagement / Development Charges		

QU'IL SOIT RÉSOLU que le conseil municipal adopte le Règlement numéro 2015-13, étant un règlement pour les redevances d'aménagement, et ce, avec une date d'entrée en vigueur du 1^{er} février 2015.

QU'IL SOIT RÉSOLU que le Conseil approuve l'amendement à l'étude préliminaire des redevances d'aménagement du 22 décembre 2014, afin de réintégrer le projet des égoûts sanitaires de Bourget (Phase 2 et Phase 3). La phase 2 étant prévue pour 2019, au montant de 500,000\$. La phase 3 étant prévue pour 2024, au montant de 500,000\$.

QU'IL SOIT RÉSOLU que le Conseil approuve l'amendement à l'étude préliminaire des redevances d'aménagement du 22 décembre 2014, afin de réintégrer le projet des égoûts sanitaires de Clarence Creek (Phase 2 et Phase 3). La phase 2 étant prévue pour 2019, au montant de 500,000\$.

BE IT RESOLVED that Council adopts By-Law No. 2015-13, being a by-law in respect to development charges, with an effective date of February 1st, 2015.


BE IT RESOLVED that Council approves to amend the December 22, 2014 Development Charges Background Study to re-integrate the Bourget Sanitary Sewer Project (Phase 2 and Phase 3). Phase 2 scheduled for 2019, in the amount of \$500,000. Phase 3 scheduled for 2024, in the amount of \$500,000.

BE IT RESOLVED that Council approves to amend the December 22, 2014 Development Charges Background Study to re-integrate the Clarence Creek Sanitary Sewer Project (Phase 2). Phase 2 scheduled for 2019, in the amount of \$500,000.

Page 2
2015-026

QU'IL SOIT RÉSOLU que ces projets soient payés par les contributions des développeurs.

BE IT RESOLVED that these projects be paid by developers' contribution.

Déclaration pécuniaire par/Pecuniary conflict by:		
Adoptée/Carried: X Telle que modifiée / as amended	Différée/Deferred:	Défaite/Defeated:
 Monique Ouellet Greffière/Clerk		

CORPORATION
DE LA CITÉ DE / OF THE CITY OF
CLARENCE-ROCKLAND
VRAIE COPIE CONFORME
CERTIFIED TRUE COPY

**CITY OF CLARENCE-ROCKLAND
CITY-WIDE DEVELOPMENT CHARGES
RESIDENTIAL DEVELOPMENT CHARGES
INDEXED JANUARY 1, 2017**

Service	Adjusted Charge After Cashflow Per Capita	Charge By Unit Type (1)		
		Single & Semi- Detached	Rows & Other Multiples	Apartments
Library Services	\$70.30	\$208	\$141	\$123
Fire Protection	\$291.69	\$864	\$583	\$510
Daycare	\$0.00	\$0	\$0	\$0
Parks And Recreation	\$846.28	\$2,507	\$1,693	\$1,481
Public Works	\$265.93	\$788	\$532	\$465
Transit	\$41.51	\$123	\$83	\$73
By-Law Enforcement	\$1.31	\$4	\$3	\$2
General Government	\$65.45	\$194	\$131	\$115
City-Wide General Services Charge Per Unit	\$1,582.47	\$4,688	\$3,166	\$2,769
Roads And Related	\$1,211.04	\$3,588	\$2,422	\$2,119
City-Wide Engineered Services Charge Per Unit	\$1,211.04	\$3,588	\$2,422	\$2,119
TOTAL RESIDENTIAL UNSERVICED CHARGE BY UNIT TYPE	\$2,793.51	\$8,276	\$5,588	\$4,888

City-Wide Uniform Charge	\$2,793.51	\$8,276	\$5,588	\$4,888
Waterworks	\$323.71	\$959	\$647	\$566
TOTAL RESIDENTIAL CHARGE BY UNIT TYPE (incl. Waterworks)	\$3,117.21	\$9,235	\$6,235	\$5,454

City-Wide Uniform Charge	\$2,793.51	\$8,276	\$5,588	\$4,888
Waterworks	\$323.71	\$959	\$647	\$566
Sanitary Sewage	\$1,843.05	\$5,460	\$3,686	\$3,225
TOTAL RESIDENTIAL CHARGE BY UNIT TYPE (fully serviced)	\$4,960.26	\$14,695	\$9,921	\$8,679

(1) Based on Persons Per Unit of:	2.96	2.00	1.75
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**CITY OF CLARENCE-ROCKLAND
CITY-WIDE DEVELOPMENT CHARGES
NON-RESIDENTIAL DEVELOPMENT CHARGES
INDEXED JANUARY 1, 2017**

Service	Non-Residential Charge (\$/sq.m)
Library Services	\$0.00
Fire Protection	\$5.87
Daycare	\$0.00
Parks And Recreation	\$0.00
Public Works	\$5.35
Transit	\$0.84
By-Law Enforcement	\$0.02
General Government	\$1.32
General Services Charge Per sq.m	\$13.40
Roads And Related	\$24.34
Engineered Services Charge Per sq.m	\$24.34
TOTAL NON-RESIDENTIAL UNSERVICED CHARGE PER SQ M	\$37.74

City-Wide Uniform Charge	\$37.74
Waterworks	\$6.51
TOTAL NON-RESIDENTIAL CHARGE PER SQ M (incl. Waterworks)	\$44.25

City-Wide Uniform Charge	\$37.74
Waterworks	\$6.51
Sanitary Sewage	\$37.02
TOTAL NON-RESIDENTIAL CHARGE PER SQ M (fully serviced)	\$81.27

**CITY OF CLARENCE-ROCKLAND
CITY-WIDE DEVELOPMENT CHARGES
RESIDENTIAL DEVELOPMENT CHARGES
INDEXED JANUARY 1, 2018**

Service	Adjusted Charge After Cashflow Per Capita	Charge By Unit Type (1)		
		Single & Semi- Detached	Rows & Other Multiples	Apartments
Library Services	\$72.27	\$214	\$145	\$126
Fire Protection	\$299.86	\$888	\$600	\$525
Daycare	\$0.00	\$0	\$0	\$0
Parks And Recreation	\$869.98	\$2,578	\$1,740	\$1,522
Public Works	\$273.38	\$810	\$547	\$478
Transit	\$42.67	\$126	\$85	\$75
By-Law Enforcement	\$1.35	\$4	\$3	\$2
General Government	\$67.28	\$199	\$135	\$118
City-Wide General Services Charge Per Unit	\$1,626.79	\$4,819	\$3,255	\$2,846
Roads And Related	\$1,244.95	\$3,688	\$2,490	\$2,179
City-Wide Engineered Services Charge Per Unit	\$1,244.95	\$3,688	\$2,490	\$2,179
TOTAL RESIDENTIAL UNSERVICED CHARGE BY UNIT TYPE	\$2,871.74	\$8,507	\$5,745	\$5,025

City-Wide Uniform Charge	\$2,871.74	\$8,507	\$5,745	\$5,025
Waterworks	\$332.77	\$986	\$666	\$582
TOTAL RESIDENTIAL CHARGE BY UNIT TYPE (incl. Waterworks)	\$3,204.50	\$9,493	\$6,411	\$5,607

City-Wide Uniform Charge	\$2,871.74	\$8,507	\$5,745	\$5,025
Waterworks	\$332.77	\$986	\$666	\$582
Sanitary Sewage	\$1,894.66	\$5,613	\$3,789	\$3,316
TOTAL RESIDENTIAL CHARGE BY UNIT TYPE (fully serviced)	\$5,099.16	\$15,106	\$10,200	\$8,923

(1) Based on Persons Per Unit of:	2.96	2.00	1.75
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**CITY OF CLARENCE-ROCKLAND
CITY-WIDE DEVELOPMENT CHARGES
NON-RESIDENTIAL DEVELOPMENT CHARGES
INDEXED JANUARY 1, 2018**

Service	Non-Residential Charge (\$/sq.m)
Library Services	\$0.00
Fire Protection	\$6.03
Daycare	\$0.00
Parks And Recreation	\$0.00
Public Works	\$5.50
Transit	\$0.86
By-Law Enforcement	\$0.02
General Government	\$1.36
General Services Charge Per sq.m	\$13.77
Roads And Related	\$25.02
Engineered Services Charge Per sq.m	\$25.02
TOTAL NON-RESIDENTIAL UNSERVICED CHARGE PER SQ M	\$38.79

City-Wide Uniform Charge	\$38.79
Waterworks	\$6.69
TOTAL NON-RESIDENTIAL CHARGE PER SQ M (incl. Waterworks)	\$45.48

City-Wide Uniform Charge	\$38.79
Waterworks	\$6.69
Sanitary Sewage	\$38.06
TOTAL NON-RESIDENTIAL CHARGE PER SQ M (fully serviced)	\$83.54

DEVELOPMENT CHARGE INDEXING

Information Sheet

November 14, 2017

Development Charge rates can be indexed to account for inflation. Most Development Charges By-laws call for annual indexing. The *Development Charges Act, 1997* (s.5 (1) (10)) and *O.Reg. (82/98* (s.7) prescribe one index for adjusting development charge rates for inflation: Construction Price Statistics, Catalogue No. 62-007-XPB, Statistics Canada Quarterly.

NON-RESIDENTIAL BUILDING CONSTRUCTION PRICE INDEX

- data published for 7 census metropolitan areas throughout Canada, including Toronto and Ottawa;
- measures the change in the contractors' selling price of new non-residential construction projects (i.e. commercial, industrial and institutional);
- includes both general and trade contractors' work and excludes the cost of land, design and real estate fees; and
- samples are taken of five different building types.

For more information please contact the Hemson Finance Department, 416-593-5090, hemson@hemson.com

NON-RESIDENTIAL BUILDING COST INDEX: OTTAWA-GATINEAU CMA

	Actual Index	% Changes		
		Quarterly	Semi-Annual	Annual
2015				
3 rd Quarter	160.0	0.0%	0.9%	0.9%
4 th Quarter	160.6	0.4%	0.4%	1.6%
2016				
1 st Quarter	161.3	0.4%	0.8%	1.7%
2 nd Quarter	161.8	0.3%	0.7%	1.1%
3 rd Quarter	161.8	0.0%	0.3%	1.1%
4 th Quarter	162.3	0.3%	0.3%	1.1%
2017				
1 st Quarter	163.9	1.0%	1.3%	1.6%
2 nd Quarter	164.8	0.5%	1.5%	1.9%
3 rd Quarter	166.3	0.9%	1.5%	2.8%

HEMSON

Hemson Consulting assists the public and private sectors with municipal finance, planning policy, demographics, and property assessment.

Recent work includes studies on:

- Development Charges
- Long Range Financial Planning
- Fiscal Impact Analysis
- Water and Sewer Full Cost Recovery Rate Setting (Bill 175)
- Water and Sewer Financial Plan (*SDWA*)
- Building, Planning and Engineering Fees
- Infrastructure Financing
- Growth Management

For more information visit www.hemson.com



REPORT N° FIN2018-05

Date	21/02/2018
Submitted by	Carole Normand
Subject	Tax Reduction under Sections 357 & 358 of the Municipal Act
File N°	F23 Write-Off

1) **NATURE/GOAL :**

In accordance with sections 357 & 358 of the Municipal Act, Council is required to approve of refunds, reductions or cancellations of taxes.

2) **DIRECTIVE/PREVIOUS POLICY :**

None

3) **DEPARTMENT'S RECOMMENDATION :**

BE IT RESOLVED THAT Council hereby adopts tax reductions in the amount of \$4,307, City's share of \$1,512 being applications under sections 357 & 358 of the Municipal Act, against all lands concerned, as described in Schedule "A" to Report No. FIN2018-05.

QU'IL SOIT RÉSOLU que le Conseil adopte les réductions de taxes au montant de \$4,307, dont la part de la Cité est de \$1,512, en vertu des sections 357 & 358 de la Loi sur les municipalités, contre les propriétés foncières décrites dans la cédule 'A' du rapport numéro FIN2018-05.

4) **BACKGROUND :**

Council have been receiving these reports and under the Municipal, Council is required to approve of the Tax write-offs under section 357 & 358.

5) **DISCUSSION :**

Staff will report on an as needed basis on tax write-offs.

6) **CONSULTATION:**

None

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

None

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

The following summarizes the write-off budget:

The City's budget for tax write-offs was approved for 2018 at \$125,000. As of February 6th 2018, the City has \$1,153 in write-off charges. The City's share in this report is of \$1,512. This additional write-off will not exceed the approved budget.

9) **LEGAL IMPLICATIONS :**

None

10) **RISK MANAGEMENT :**

None

11) **STRATEGIC IMPLICATIONS :**

None

12) **SUPPORTING DOCUMENTS:**

Schedule « A » Tax Reduction under Sections 357 & 358 of the Municipal Act.

[illegible]

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 21st DAY OF FEBRUARY, 2018.

GUY DESJARDINS, MAYOR

MONIQUE OUELLET, CLERK

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 QUADRUPLICATE

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**

SCHEDULE "B"
BOUNDARY ROADS AND SKETCHES

SCHEDULE "C" SAMPLE

BOUNDARY ROAD CAPITAL RENEWAL AGREEMENT

AND PROJECT SCOPE

PARTY OF THE FIRST PART**PARTY OF THE SECOND PART**

City of Ottawa

Planning, Infrastructure & Economic
Development Department

Phone (613) _____

100 Constellation Cr., Ottawa, K2G 6J8

Representative

Phone (613) 580-2424, ext. _____

Director

Representative

Roads and Public Works

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 mintains 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

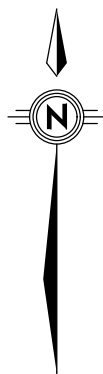
Road Allowance & Description		Length (Km)	Ward #	Boundary Municipality	Road Classification	Road Surface Type (see notes)	Routine Maintenance & Repair	Invoicing
URA8	Part of the Road Allowance between The Township of Cumberland and The Township of Clarence lying north of Indian Creek Road and lying south 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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CAUTION:

BOUNDARY AND TOPOGRAPHICAL
INFORMATION SHOWN ON THIS SKETCH
MAY NOT BE CURRENT AND ARE
NOT BASED ON AN ACTUAL SURVEY

151



CANAAN RD

INDIAN CREEK RD

CANAAN ROAD

RUSSELL RD

BIRCHGROVE RD

RUSSELL RD

SAUMURE RD

City of Clarence-Rockland
Prescott & Russell County
City of Ottawa

INDIAN CREEK RD

Map B-41

Canaan Road

CAD BY: M. Willison

CHECKED BY : G. Roy

SCALE 1:15000 (Metric)

DATE: Aug. 29, 2017

Length 0.9 Km

MS No. 12612a-b41.dgn



PLANNING, INFRASTRUCTURE
& ECONOMIC DEVELOPMENT
DEPARTMENT
SURVEYS & MAPPING UNIT

CAUTION:

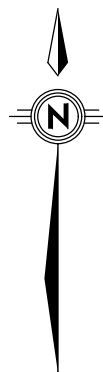
BOUNDARY AND TOPOGRAPHICAL
INFORMATION SHOWN ON THIS SKETCH
MAY NOT BE CURRENT AND ARE
NOT BASED ON AN ACTUAL SURVEY

152

NOLAN RD

BELVEDERE RD

MAGLADRY RD



City of Clarence-Rockland
Prescott & Russell County
City of Ottawa

CANAAN ROAD

CANAAN RD

BIRCHGROVE RD

INDIAN CREEK RD

RUSSELL RD

Map B-42

Canaan Road

CAD BY: M. Willison

CHECKED BY : G. Roy

SCALE 1:15000 (Metric)

DATE: Aug. 29, 2017

Length 2.2 Km

MS No. 12612a-b42.dgn



PLANNING, INFRASTRUCTURE
& ECONOMIC DEVELOPMENT
DEPARTMENT
SURVEYS & MAPPING UNIT

CAUTION:

BOUNDARY AND TOPOGRAPHICAL
INFORMATION SHOWN ON THIS SKETCH
MAY NOT BE CURRENT AND ARE
NOT BASED ON AN ACTUAL SURVEY

153

CANAAN RD

DU GOLF RD

COLONIAL RD

LARMOURS RD

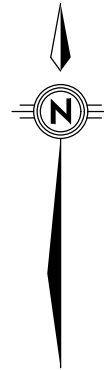
NOLAN RD

CANAAN ROAD

BIRCHGROVE RD

WATSON RD

BELVEDERE RD



City of Ottawa
City of Clarence-Rockland
Prescott & Russell County

Map B-43

Canaan Road

CAD BY: M. Willison

CHECKED BY : G. Roy

SCALE 1:15000 (Metric)

DATE: Aug. 29, 2017

Length 1.8 Km

MS No. 12612a-b43.dgn



PLANNING, INFRASTRUCTURE
& ECONOMIC DEVELOPMENT
DEPARTMENT
SURVEYS & MAPPING UNIT

CAUTION:

BOUNDARY AND TOPOGRAPHICAL
INFORMATION SHOWN ON THIS SKETCH
MAY NOT BE CURRENT AND ARE
NOT BASED ON AN ACTUAL SURVEY

154

BASELINE RD

WILHAVEN DR

BECKETT'S CREEK RD

CANAAN RD

City of Ottawa

FRENCH HILL RD

VINETTE RD

JOANISSE RD

ETIENNE RD

CANAAN ROAD

BIRCHGROVE RD

City of Clarence-Rockland
Prescott & Russell County

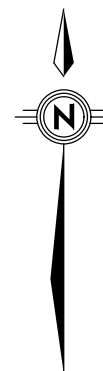
NOLAN RD

CANAAN RD

DU GOLF RD

LAFLEUR RD

COLONIAL RD



Map B-44

Canaan Road

CAD BY: M. Willison

CHECKED BY : G. Roy

SCALE 1:30000 (Metric)

DATE: Sept. 5, 2017

Length 3.1 Km

MS No. 12612a-b44.dgn



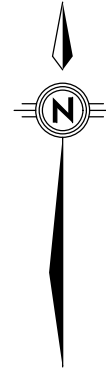
PLANNING, INFRASTRUCTURE
& ECONOMIC DEVELOPMENT
DEPARTMENT
SURVEYS & MAPPING UNIT

CAUTION:

BOUNDARY AND TOPOGRAPHICAL
INFORMATION SHOWN ON THIS SKETCH
MAY NOT BE CURRENT AND ARE
NOT BASED ON AN ACTUAL SURVEY

155

BASELINE RD



WILHAVEN DR

CANAAN RD

BECKETT'S CREEK RD

FRENCH HILL RD

CANAAN ROAD

VINETTE RD

JOANISE RD

ETIENNE RD

City of Clarence-Rockland
City of Prescott & Russell
City of Ottawa

NOLAN RD

BIRCHGROVE RD

CANAAN RD

DU GOLF RD

LAFLEUR RD

COLONIAL RD

Map B-45

Canaan Road

CAD BY: M. Willison

CHECKED BY : G. Roy

SCALE 1:30000 (Metric)

DATE: Sept. 5, 2017

Length 3.0 Km

MS No. 12612a-b45.dgn

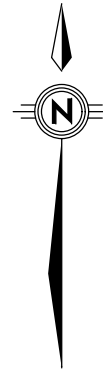


PLANNING, INFRASTRUCTURE
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DEPARTMENT
SURVEYS & MAPPING UNIT

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NOT BASED ON AN ACTUAL SURVEY

156



CANAAN RD

City of Clarence-Rockland
City of Prescott & Russell
City of Ottawa

WILHAVEN DR

BASELINE RD

CANAAN ROAD

CANAAN RD

Map B-46

Canaan Road

CAD BY: M. Willison

CHECKED BY : G. Roy

SCALE 1:10000 (Metric)

DATE: Aug. 29, 2017

Length 0.2 Km

MS No. 12612a-b46.dgn



PLANNING, INFRASTRUCTURE
& ECONOMIC DEVELOPMENT
DEPARTMENT
SURVEYS & MAPPING UNIT

CAUTION:

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NOT BASED ON AN ACTUAL SURVEY

Ottawa River 157

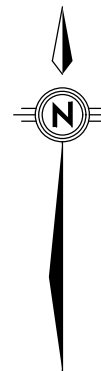
COUNTY RD 17

MCTEER RD

OTTAWA ROAD 174

CANAAN RD

City of Clarence-Rockland
Prescott & Russell County
City of Ottawa



CANAAN ROAD

WILHAVEN DR

BASELINE RD

CANAAN RD

Map B-47

Canaan Road

CAD BY: M. Willison

CHECKED BY : G. Roy

SCALE 1:10000 (Metric)

DATE: Aug. 29, 2017

Length 1.9 Km

MS No. 12612a-b47.dgn

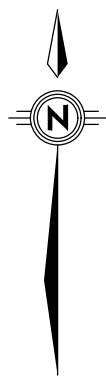


PLANNING, INFRASTRUCTURE
& ECONOMIC DEVELOPMENT
DEPARTMENT
SURVEYS & MAPPING UNIT

Map URA-8

158

CAUTION:
BOUNDARY AND TOPOGRAPHICAL
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NOT BASED ON AN ACTUAL SURVEY



SAUMURE RD

CANAAN RD

RUSSELL RD

RUSSELL RD

INDIAN CREEK

NOLAN RD

CAMBRIDGE-CLARENCE RD

SEE DETAIL
Parcels 1 to 6

DETAIL (nts)

City of Clarence-Rockland
Prescott & Russell County

City of Ottawa

City of Clarence-Rockland
Prescott & Russell County

Parcel 6

Parcel 3

Parcel 2

Parcel 5

Parcel 4

Parcel 1

Parcel	Lot	Pin	Area (sq. m)	Owner
1	Part of the Road Allowance between The Township of Cumberland and The Township of Clarence	69034-0001	9162	City of Clarence-Rockland Prescott & Russell County
2		Part of 69034-0147	3049	G. & M. De Groot
3		Part of 69034-0344	35034	City of Clarence-Rockland Prescott & Russell County
4		14555-0150	9014	City of Ottawa
5		Part of 14555-0116	3049	G. & M. De Groot
6		14555-0155	35179	City of Ottawa

Unopened Road Allowance between the City of Clarence-Rockland, Prescott & Russell County & The City of Ottawa

CAD BY: M. Willison

CHECKED BY : G. Roy

SCALE 1:22000 (Metric)

DATE: Sept. 19, 2016

Length 3.9 Km

MS No. 12612a-ura8.dgn



PLANNING, INFRASTRUCTURE
& ECONOMIC DEVELOPMENT
DEPARTMENT
SURVEYS & MAPPING UNIT

The Nation Municipality
Prescott & Russell County

Map URA-9

159

CAUTION:
BOUNDARY AND TOPOGRAPHICAL
INFORMATION SHOWN ON THIS SKETCH
MAY NOT BE CURRENT AND ARE
NOT BASED ON AN ACTUAL SURVEY

CANAAN RD

NOLAN RD

BELVEDERE RD

MAGLADRY RD

CANAAN RD

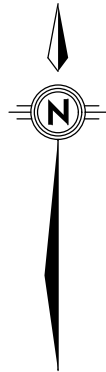
BIRCHGROVE RD

Parcel 1

Parcel 2

SEE DETAIL
Parcels 1 & 2

DETAIL (nts)



City of Clarence-Rockland
Prescott & Russell County

City of Clarence-Rockland
Prescott & Russell County

City of Ottawa

City of Ottawa

Parcel	Lot	Pin	Area (sq. m)	Owner
1	Part of the Road Allowance between The Township of Cumberland and The Township of Clarence	Part of 69042-0042	11605	City of Clarence-Rockland Prescott & Russell County
2		Part of 14549-0200	11597	City of Ottawa

**Unopened Road Allowance between the City of
Clarence-Rockland, Prescott & Russell County
& The City of Ottawa**

CAD BY: M. Willison

CHECKED BY : G. Roy

SCALE 1:11000 (Metric)

DATE: Sept. 19, 2016

Length 1.1 Km

MS No. 12612a-ura9.dgn



PLANNING, INFRASTRUCTURE
& ECONOMIC DEVELOPMENT
DEPARTMENT
SURVEYS & MAPPING UNIT



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

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**BY-LAW 2018-17****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 21st day of February 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.

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.	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.
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3.0 Définitions

<p>« Pouvoirs législatifs 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>3.0 Definitions</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

Cette politique s'applique à l'ensemble des comités du conseil, les départements et le personnel.	4.0 Scope This policy applies to all committees of Council, departments and staff.
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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><u>Pouvoirs et responsabilités administratives</u></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>5.0 Policy Procedure/Guidelines</p> <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><u>Administrative Powers and Duties:</u></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><u>Pouvoirs législatifs et quasi judiciaires :</u></p> <p>1. Les pouvoirs législatifs et quasi judiciaires peuvent être délégués seulement à ces personnes :</p> <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) <p>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.</p> <p>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.</p> <p>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>	<p><u>Legislative and Quasi-Judicial Powers:</u></p> <p>1. Legislative and quasi-judicial powers can only be delegated to the following:</p> <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") <p>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.</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. 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>

<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><u>Exigences générales :</u></p> <p>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.</p> <p>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.</p> <p>3. En exerçant tout pouvoir délégué, le délégué doit veiller à ce que :</p> <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>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>General Requirements:</u></p> <p>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.</p> <p>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.</p> <p>3. In exercising any delegated power, the delegate shall ensure the following:</p> <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
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<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><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 définisse 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>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>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>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 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
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<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><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>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>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.
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Review and Amendments

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



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

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

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**BY-LAW NO. 2018-18****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

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 r e s p e c t i v e 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)



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

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
BY-LAW NO. 2018-19**

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO AWARD A CONTRACT TO POLARIS INFLATABLE BOATS (CANADA) LTD.

WHEREAS Sections 8, 9, and 11 of the Municipal Act, 2001, S.O. 2001, Chapter 25 and amendments thereto provides that every municipal Corporation may pass by-laws for the purpose of governing its affairs as it considers appropriate;

WHEREAS the Council of the Corporation of the City of Clarence-Rockland deems it expedient to sign an agreement with Polaris Inflatable Boats (Canada) Ltd. for the procurement of a new Rescue Boat and Trailer for a sum not to exceed \$65,718 excluding H.S.T.

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

1. **THAT** Council hereby authorizes the Mayor and the Clerk to sign an award letter with Polaris Inflatable Boats (Canada) Ltd. for a new Rescue Boat and Trailer for a total value not to exceed \$65,718 excluding H.S.T.
2. **THAT** Council hereby direct funds for this purchase to come from the Equipment Reserve (\$45,000) and the Vehicle Reserve (\$21,901) accounts;
2. **THAT** the contract award letter 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 21st DAY OF FEBRUARY, 2018.

GUY DESJARDINS, MAYOR

MONIQUE OUELLET, CLERK



**CORPORATION
de la Cité de/ of the City of
CLARENCE-ROCKLAND**

Award Letter

Polaris Inflatable Boats (Canada) Ltd.
#8, 5684 Landmark Way
Surrey, BC, Canada
V3S 7H1

February 21, 2018

Attention: Mr. Guy Daoulas

SUBJECT: Notice of Award: F18-PS-2017-004 (Rescue Boat and Trailer)

We thank you for your Tender dated January 15, 2018, and the subsequent discussions in connection with the above contract. I have been duly authorized by the City of Clarence-Rockland (hereafter referred to as the City), to award to you the contract for the captioned project.

The price for this project shall be in the amount of \$65,718.00 Canadian dollars excluding taxes. The price is deemed to include the cost of the new rescue boat and trailer as proposed, and delivery to our Rockland Fire Station, located at 1560 Rue Laurier, Rockland, Ontario, K4K 1P7.

The following letters and documents shall constitute integral parts of the contract hereby Awarded;

- Request for Tender Document dated, December 22, 2017
- Addenda #1, dated Jan 03, 2018
- Addenda #2, dated Jan 10, 2018
- Addenda #3, dated Jan 15, 2018
- Contractor Tender Response, dated January 19, 2018

At the time of award, Polaris Inflatable Boats shall invoice the City for a 50% deposit towards the cost of this project. The balance of the cost shall be invoiced upon completion, and shall only become payable 15 days after the City's acceptance of the vessel and trailer at our location. These terms are as per your tender response.

THE CORPORATION OF THE CITY OF CLARENCE ROCKLAND

Per: _____

Guy Desjardins – Mayor

Date: _____

Per: _____

Monique Ouellet –Clerk

Date: _____

We have authority to bind the Corporation

Please signify your acceptance of the terms and conditions of this award by signing and returning a duplicate copy to us immediately. The original of this Letter of Award is for your retention.

Signed for and on behalf of:

_____ Signature

_____ Print Name (Director/Authorized Signatory*)

_____ (date) _____ (place of signing)



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 approve By-law 2018-XX to authorize the award of tender to Polaris Inflatable Boats (Canada) Ltd. in the amount of \$65,718 + HST (\$66,901).

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 Inflatable Boats (Canada) Ltd. au montant de 65 718 \$ + TVH (66 901 \$).

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
• Salary (9 days)	\$?
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
• Salary (5 days)	\$?
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.
- By-law 2018-XX to authorize the award of a tender
- Award letter

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.					
<i>Tender Price(Ex. HST)</i>	\$ 66,900.92	\$ 80,422.00					
<i>Bid Submission Form Submitted and Signed</i>	Yes	Yes					
<i>Pricing Schedule Provided</i>	Yes	Yes					
<i>Addenda acknowledged</i>	Yes	No					
<i>Appendix B Contact list</i>	Yes	No					
<i>Reference List Provided</i>	Yes	Yes					
<i>Required copies Provided</i>	Yes	No					
<i>Equipment checklist provided</i>	Yes	Yes					
<i>Bids completed in ink/Typed</i>	Yes	Yes					
<i>Bids received on documents provided in the request</i>	Yes	Yes					
<i>List of last 10 sales in past 5 years</i>	Yes	Yes					
<i>Appendix A Parts and service list</i>	Yes	Yes					
<i>No changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are not initialed by the Contractor</i>	Yes	Yes					
<i>No, Major mistakes in calculations or the bid.</i>	Yes	Yes					
<i>No, Other Proposal Irregularities, including deviations in terms</i>	Yes	Yes					
<i>Has a compliant bid been submitted?</i>	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.

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
BY-LAW 2018-21**

**BEING A BY-LAW TO AMEND A CONFIDENTIAL EMPLOYMENT
AGREEMENT BETWEEN THE CHIEF ADMINISTRATIVE OFFICER AND
THE CITY OF CLARENCE-ROCKLAND**

WHEREAS a confidential employment agreement between Helen Collier and the City of Clarence-Rockland, effective May 1, 2015 was approved and authorized by By-law 2015-45;

AND WHEREAS the Municipal Council deems it desirable to amend section 4.4 of the confidential employment agreement;

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

- 1) That Municipal Council hereby authorizes that section 4.4 of the confidential employment agreement between Mrs. Helen Collier, Chief Administrative Officer and the City of Clarence-Rockland be amended in order to add a provision under section 4.4, being that the equivalence of one (1) week of holiday may be carried over in the next calendar year, which shall be paid out automatically if not taken by April 30th. All other holiday hours not taken at the end of the year shall be paid out accordingly.
- 2) That the remainder of the confidential employment agreement shall remain the same.

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

Guy Desjardins
Mayor

Monique Ouellet
Clerk

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**BY-LAW NO. 2018-23****BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO SIGN AN AGREEMENT WITH THE MINISTRY OF AGRICULTURE, FOOD AND RURAL AFFAIRS.**

WHEREAS Sections 8, 9, and 11 of the Municipal Act, 2001, S.O. 2001, Chapter 25 and amendments thereto provides that every municipal Corporation may pass by-laws for the purpose of governing its affairs as it considers appropriate;

WHEREAS the Council of the Corporation of the City of Clarence-Rockland deems it expedient to sign an agreement with the Ministry of Agriculture, Food and Rural Affairs to receive funding under the Ontario Community Infrastructure Fund (OCIF) for the Upgrade of the Rockland Sewage Treatment Plant.

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

- 1. THAT** Municipal Council authorizes the Mayor and the Clerk to sign an agreement with the Ministry of Agriculture, Food and Rural Affairs for the funding of the Upgrade of the Rockland Sewage Treatment Plant under the Ontario Community Infrastructure Fund (OCIF) Top-up Application Component – 2017 Intake;
- 2. THAT** the agreement be in the form hereto annexed and marked as Schedule "A" to this by-law;
- 3. THAT** this by-law shall come into force on the day of its adoption.

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

GUY DESJARDINS, MAYOR

MONIQUE OUELLET, CLERK

ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED COMPONENT AGREEMENT (2017 TOP-UP INTAKE)

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the “**Province**”)

– and –

The Corporation of the City of Clarence-Rockland
(CRA# 872445960)

(the “**Recipient**”)

BACKGROUND

The Province created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financing tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need.

The Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component.

The Recipient has applied to the Application-Based Component of the Ontario Community Infrastructure Fund for funding to assist the Recipient in carrying out the Project; the Recipient is eligible to receive funding under the Application-Based Component of the Ontario Community Infrastructure Fund to undertake the Project; and the Province wishes to provide funding for the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule “A” – General Terms And Conditions,
Schedule “B” – Additional Terms And Conditions,
Schedule “C” – Operational Requirements Under The Agreement,
Schedule “D” – Project Description,

Schedule “E” – Eligible And Ineligible Costs,
 Schedule “F” – Financial Information,
 Schedule “G” – Aboriginal Consultation Requirements,
 Schedule “H” – Communications Protocol, and
 Schedule “I” – Reports.

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

2.0 COUNTERPARTS

- 2.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.0 AMENDING AGREEMENT

- 3.1 This Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges and agrees that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *AGA*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA* that may be applicable to the Recipient;
- (c) The Funds are:
 - (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Province, and
 - (ii) Funding for the purposes of the *PSSDA*; and
- (d) The Province is not responsible for, nor does the Province have a managerial role in, the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient will not seek to hold the Province responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, arbitrator, tribunal or court.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name:	Randy Jackiw	Date
Title:	Assistant Deputy Minister, Economic Development Division	

I have the authority to bind the Province pursuant to delegated authority.

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

**AFFIX CORPORATE
SEAL**

Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

I/We have the authority to bind the Recipient.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “A” FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE A1 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles used in Canada and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles used in Canada; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In this Agreement, the following terms will have the following meanings:

“Aboriginal Group” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Additional Provisions” means the terms and conditions specified in Schedule “B” of this Agreement.

“AGA” means the *Auditor General Act*.

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the Schedules listed in section 1.1 of this Agreement and any amending agreement entered into pursuant to section 3.1 of this Agreement.

“Arm’s Length” has the same meaning as set out in the *Income Tax Act* (Canada), as it read on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province of Ontario is closed for business.

“Communications Protocol” means the protocol set out under Schedule “H” of this Agreement.

“Conflict Of Interest” includes any circumstances where:

- (a) The Recipient; or
- (b) Any person who has the capacity to influence the Recipient’s decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

“Consultant” means any person the Recipient retains to undertake any part of the work related to this Agreement.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party provides a good or service for the Project in return for financial consideration that the Recipient wants to pay from the Funds under this Agreement.

“Effective Date” means the date on which this Agreement is effective, as set out under section C1 of Schedule “C” of this Agreement.

“Eligible Costs” means those costs set out under section E1 of Schedule “E” of this Agreement.

“Event of Default” has the meaning ascribed to it in section A16.1 of Schedule “A” this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section C2 of Schedule “C” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*.

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement.

“Holdback” means the amount, set out under section F2 of Schedule “F” of this Agreement, that the Province may withhold from any payment owing to the Recipient under this Agreement.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out under section E2 of Schedule “E” of this Agreement.

“Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A4.4 of Schedule “A” of this Agreement.

“Local Services Board” means a board established under the *Northern Services Boards Act*.

“MA” means the *Municipal Act, 2001*.

“Maximum Funds” means the amount set out under section F1 of Schedule “F” of this Agreement.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient collectively.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “D” of this Agreement.

“Project Completion Date” means the date set out under section C3 of Schedule “C” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “I” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA* and those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Substantial Completion” means the date that the Project can be used for the purpose it was intended.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date unless terminated earlier pursuant to Articles A14, A15 or A16 of this Agreement.

A1.3 Conflict. Subject to section A10.1 of Schedule “A” of this Agreement, in the event of a conflict between the terms and conditions set out in this Schedule “A” of this Agreement and the terms or conditions set out in any other Schedule of this Agreement, other than Schedule “B”, the terms and conditions set out under this Schedule “A” of this Agreement will prevail. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule “A” of this Agreement, the Additional Provisions will prevail.

ARTICLE A2

EFFECTIVE DATE AND DURATION OF AGREEMENT

A2.1 Effective Date Of Agreement. This Agreement will take effect on the Effective Date.

A2.2 Expiration Date Of Agreement. This Agreement will expire on the Expiration Date.

ARTICLE A3

REPRESENTATIONS, WARRANTIES AND COVENANTS

A3.1 General. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person to the extent that that indebtedness would undermine the Recipient's ability to complete the Project;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both for the Term of this Agreement;
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it; and
- (f) the Project is owned by the Recipient.

A3.2 Execution Of Agreement. The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

A3.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;
- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A3.4 Approvals, Licenses And Permits. The Recipient represents, warrants and covenants that it has or will apply for any approval, license, permit or similar authorization necessary to carry out the Project. The Recipient further acknowledges and agrees that the entering into this

Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to undertaking the Project or to meet any other term or condition under this Agreement.

- A3.5 *Supporting Documentation.*** Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in Article A3 of this Agreement.
- A3.6 *Additional Covenants.*** The Recipient undertakes to advise the Province within five (5) Business Days of:
- (a) Any changes that affect its representations, warranties and covenants under sections A3.1 to A3.4 of Schedule "A" of this Agreement during the Term of the Agreement;
 - (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement; and
 - (c) Any event that would have the effect of materially changing the risk of the Project or the Recipient.
- A3.7 *Recipient's Representations, Warranties And Covenants For The Benefit Of The Province.*** The Recipient acknowledges and agrees that the representations, warranties and covenants set out in this Article A3 of Schedule "A" of this Agreement are for the sole benefit of the Province.
- A3.8 *Provincial Reliance On Recipient's Representations, Warranties And Covenants.*** The Recipient acknowledges and agrees that the Province is relying on all of the representations, warranties and covenants set out in this Agreement.

ARTICLE A4

FUNDS AND CARRYING OUT THE PROJECT

- A4.1 *Funds Provided.*** Subject to the terms and conditions of this Agreement the Province will:
- (a) Provide the the Recipient up to the Maximum Funds for the sole purpose of carrying out the Project;
 - (b) Provide the Funds to the Recipient in accordance with section F3 of Schedule "F" of this Agreement; and
 - (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.
- A4.2 *Limitation On Payment Of Funds.*** Despite section A4.1 of Schedule "A" of this Agreement:
- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A13.2 of Schedule "A" of this Agreement;
 - (b) The Province is not obligated to provide any Funds until the Province is satisfied with the progress of the Project;
 - (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs based if the Province, in its sole and absolute discretion, determines that there has been a change in risk in relation to the Project or the Recipient;
 - (d) The Province may withhold the Holdback from each payment made under this Agreement and is not obligated to pay the Holdback to the Recipient until it is satisfied

with the Reports it has received, and not before thirty (30) days after the Expiration Date; and

- (e) If, in the opinion of the Minister of Agriculture, Food and Rural Affairs, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Terminate the Agreement pursuant to section A15.1 of Schedule "A" of this Agreement.

A4.3 Use Of Funds And Project. The Recipient will:

- (a) Only use the Funds being provided under this Agreement toward the Project;
- (b) Carry out and complete the Project in accordance with the terms and conditions of this Agreement;
- (c) Use the Funds only for Eligible Costs that are necessary to carry out the Project; and
- (d) Not use the Funds for Ineligible Costs.

A4.4 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient needs such Funds to pay Eligible Costs, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds plus any Interest Earned thereon in trust for the Province until the Recipient needs the Funds to pay Eligible Costs. The Province may take the following action with respect to any Interest Earned:

- (a) Deduct an amount equal to the Interest Earned from the Funds; or
- (b) Demand from the Recipient the repayment of an amount equal to the Interest Earned.

A4.5 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient pursuant to a term or condition set out in this Agreement.

A4.6 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

A4.7 Project Financing. The Recipient acknowledges and agrees that:

- (a) It is solely responsible for funding any Ineligible Costs, and all costs to complete the Project in excess of the Funds;
- (b) Other than the Funds, the Project may not be funded by amounts received under any other application-based funding program put in place by the Province.

A4.8 No Changes To The Project. The Recipient will not make any changes to the Project without the prior written consent of the Province.

A4.9 Project Completion. The Project will achieve Substantial Completion by the Project Completion Date.

ARTICLE A5 ABORIGINAL CONSULTATION

A5.1 Provision Of Funds Dependent Upon The Province Meeting Its Duty To Consult Obligations. The Recipient acknowledges and agrees that the provision of any Funds is strictly

conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Group with an interest in the Project.

A5.2 Recipient Is The Province's Delegate For Purposes Of Consultation With Aboriginal Groups. By entering into this Agreement, the Province delegates the procedural aspects of any consultation obligations the Province may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "G" of this Agreement. The Recipient, by signing this Agreement acknowledges that the Province has delegated the procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as the Province's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations that the Province may have in relation to the Project.

A5.3 Recipients Obligations In Relation To Consultations. The Recipient will:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of the Province in accordance with Schedule "G" of this Agreement;
- (b) Take directions from the Province in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions that the Province may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it has or will take in relation to consultation with any Aboriginal Group with an interest in the Project in its Reports.

A5.4 Recipient Will Not Start Construction On Project Until Recipient Provides Evidence To The Province That Notice Of Project Has Been Given To Identified Aboriginal Groups. Despite anything else in this Agreement, the Recipient will not commence or allow a third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other longer or shorter time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups the Province has identified in accordance with Schedule "G" of this Agreement.

ARTICLE A6

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

A6.1 Acquisition Of Goods And Services In Competitive Procurement Process. The Recipient will acquire any goods and services for the Project through a transparent, competitive process that ensures the best value for any Funds expended and at no greater value than fair market value, after deducting trade discounts and/or other discounts available to the Recipient. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *MA* applies, the Recipient will follow its procurement policies required under the *MA*. Where the Recipient is a Local Services Board, the Recipient will obtain a minimum of three (3) written quotes for any goods or services exceeding twenty-five thousand dollars (\$25,000.00), unless the Province provides its prior written approval to obtain such goods or services in another manner. The Province may waive the requirements of this section A6.1 of Schedule "A" of this Agreement in writing if:

- (a) The goods or services the Recipient is purchasing are not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for those good or services being purchased.

A6.2 BPSAA. For greater clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between the *BPSAA* and a requirement under this Article A6 of the Agreement, the *BPSAA* will apply and prevail to the extent of that conflict.

- A6.3 *Contracts.*** The Recipient will ensure that all Contracts:
- (a) Are consistent with this Agreement;
 - (b) Do not conflict with this Agreement;
 - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
 - (d) Require that any parties to those Contracts comply with all Requirements of Law; and
 - (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project or any Funds provided to those parties.
- A6.4 *Use Of Consultants.*** The Province recognizes and acknowledges that the Recipient may engage one or more Consultants for the purposes of carrying out the Project. The Recipient will have sole responsibility for hiring and terminating the employment of said Consultants. The Recipient further acknowledges and agrees that the Recipient will be responsible for all acts and actions of the Recipient's Consultants and that all such acts and actions will be treated as acts and actions of the Recipient for the purposes of this Agreement.
- A6.5 *Trade Agreements.*** If the Recipient is subject to any provincial or federal trade agreements to which the Province is a party, the Recipient will comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient will comply with all applicable requirements of Annex 502.4. In the event of any conflict between any requirement under Annex 502.4 and a requirement under this Article 6 of the Agreement, Annex 502.4 will apply and prevail to the extent of that conflict.
- A6.6 *Costs Of Contracts Not Awarded In Compliance With This Article May Be Deemed Ineligible.*** If the Province determines that the Recipient has awarded a Contract in a manner that is not in compliance with any requirement set out under this Article 6 of Schedule "A" of the Agreement, the Province may without liability, penalty or costs deem the costs associated with the Contract as being ineligible and will have no obligation to pay those costs.
- A6.7 *Disposal Of Assets.*** The Recipient will not, without the Province's prior written consent, sell, lease, encumber or otherwise dispose of any asset purchased, rehabilitated or built with the Funds or for which Funds were provided for a period of five (5) years after the Expiration Date or Project Completion Date whichever is earlier.

ARTICLE A7

CONFLICT OF INTEREST

- A7.1 *No Conflict Of Interest.*** The Recipient will ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict Of Interest.
- A7.2 *Disclosure To The Province:*** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict Of Interest; and
 - (b) Comply with any directions that the Province may provide upon receiving such disclosure.

ARTICLE A8

REPORTS, RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

A8.1 Preparation And Submission. The Recipient will:

- (a) Submit to the Province at the address referred to in section C5 of Schedule "C" of this Agreement all Reports in accordance with the timelines set out in Schedule "I" of this Agreement and in the form specified by the Province;
- (b) Ensure that all Reports are completed to the satisfaction of the Province;
- (c) Ensure that any compliance attestation that must be submitted with any Reports is completed and signed by an authorized representative of the Recipient; and
- (d) Notify the Province within ten (10) Business Days of any changes to the expected dates indicated in section F3 of Schedule "F" of this Agreement.

A8.2 Records Maintenance. The Recipient will keep and maintain:

- (a) All original financial records, including invoices and proofs of payment, relating to the Funds or otherwise to the Project in a manner consistent with Generally Accepted Accounting Principles used in Canada; and
- (b) All non-financial documents and records relating to the Funds or otherwise to the Project in a manner consistent with all Requirements of Law, for a period of seven (7) years after the Expiration Date.

A8.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter the Recipient's premises or site of the Project to review the progress of the Project and the Recipient's records detailing the expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) Inspect and copy the records and documents referred to in section A8.2 of Schedule "A" of this Agreement;
- (b) Remove any copies made pursuant to section A8.3(a) of Schedule "A" of this Agreement from the Recipient's premises; and
- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

A8.4 Disclosure. To assist in respect of the rights set out under section A8.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A8.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A8.6 Auditor General. For greater certainty, the Province's rights under this Article 8 of Schedule "A" of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the AGA.

A8.7 Provision Of Information. The Recipient will provide to the Province, within the time period set out in the Notice, such information in respect of this Agreement or the Project as the Province requests.

ARTICLE A9 COMMUNICATIONS

- A9.1 Recipient To Follow Communications Protocol.** The Recipient will follow the Communications Protocol.
- A9.2 Publication By The Province.** The Recipient agrees the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information obtained in connection with this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A10 ADDITIONAL PROVISIONS

- A10.1 Additional Provisions.** The Recipient will comply with any Additional Provisions set out under Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A" of this Agreement, the Additional Provisions will prevail.

ARTICLE A11 DISCLOSURE OF INFORMATION PROVIDED TO THE PROVINCE

- A11.1 FIPPA.** The Recipient acknowledges that the Province is bound by the *FIPPA*.
- A11.2 Disclosure Of Information.** Any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

ARTICLE A12 INDEMNITY, LIMITATION OF LIABILITY AND DUTY TO DEFEND

- A12.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.
- A12.2 Exclusion Of Liability.** The Recipient acknowledges and agrees that in no event will the Province be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.
- A12.3 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A12.4 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

A12.5 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A12.6 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A13 INSURANCE

A13.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the for a period of ninety (90) days after the Province has approved the Recipient's Final Report attesting that the Project is complete, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section C4 of Schedule "C" of this Agreement per occurrence. The policy will include the following:

- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage;
- (d) Products and completed operations liability coverage;
- (e) Employer's liability coverage;
- (f) Tenant's legal liability coverage (for premises/building leases only);
- (g) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation provision.

A13.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in a Notice, that confirms the insurance coverage as required under section A13.1 of Schedule "A" of this Agreement. For greater clarity, the Province may also request that the Recipient provide the Province with a copy of its insurance policy and/or insurance certificate evidencing insurance required under section A13.1 of Schedule "A" of this Agreement.

A13.3 Right Of "First Call" On Insurance Proceeds. The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section A13.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses

and any claim for a lien made pursuant to the *Construction Lien Act* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE A14

TERMINATION ON NOTICE

A14.1 Termination On Notice. The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A14.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project without the Province's prior written consent;
- (b) Cancel any further payment of the Funds;
- (c) Demand the repayment of any Funds provided, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against any amount owing pursuant to section 14.2(c) of this Schedule "A"; and/or
 - (ii) Subject to section A4.2(e) of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A15

TERMINATION WHERE NO APPROPRIATION

A15.1 Termination Where No Appropriation. If, as provided for in section A4.2(e) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A15.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A15.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further payment of Funds;
- (b) Demand the repayment of any Funds, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 15.2(b) of this Schedule "A".

A15.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A15.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A16

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A16.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including, without limitation, failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project,
 - (ii) Use or spend the Funds on Eligible Costs,
 - (iii) Provide any Reports required under this Agreement, or
 - (iv) Follow any directions that the Province provides under this Agreement;
- (b) The Recipient has provided false or misleading information to the Province;
- (c) The Province determines that:
 - (i) The Recipient is unable to carry-out the Project or the Recipient is likely to discontinue the Project;
 - (ii) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Ontario Community Infrastructure Fund – Application-Based Component;
 - (iii) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;
- (d) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (e) The Recipient is wound up or ceases to operate.

A16.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further payment of Funds;
- (f) Demand the repayment of any Funds provided plus any Interest Earned thereon;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used plus any Interest Earned thereon, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient plus any Interest Earned thereon, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A16.3 Opportunity To Remedy. If, in accordance with section A16.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

A16.4 Recipient Not Remedying. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A16.2(b) of Schedule "A" of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
 - (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
 - (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A16.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

A16.5 When Termination Effective. Termination under this Article A16 of Schedule "A" of this Agreement will take effect as set out in the Notice.

ARTICLE A17 LOBBYISTS AND AGENT FEES

A17.1 Lobbyists And Agent Fees. The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing the Province concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any other legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms or conditions of this Agreement; and
- (c) No money from the Province was used or will be used to lobby or otherwise secure the provision of any Funds in relation to this Agreement.

ARTICLE A18 FUNDS UPON EXPIRY

A18.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any Funds that were provided but not applied against Eligible Costs plus any Interest Earned thereon.

ARTICLE A19 REPAYMENT

A19.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds plus any Interest Earned thereon from any Funds that have not yet been provided; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds plus any Interest Earned thereon to the Province.

A19.2 Debt Due. If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds provided plus Interest Earned from the Recipient; or

- (b) The Recipient owes any Funds provided plus Interest Earned to the Province, whether or not their return or repayment has been demanded by the Province,

such amounts will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will repay such debt to the Province immediately, unless the Province directs otherwise. In the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section A19.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section A4.4 of Schedule "A" of this Agreement.

A19.3 *Interest Rate.* The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A19.4 *Payment Of Money To Province.* The Recipient will pay any money owing to the Province by cheque payable to the "Minister of Finance" and delivered to the Province at the address referred to in section C5 of Schedule "C" of this Agreement.

A19.5 *Repayment.* Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

A19.6 *Funds Are Part Of A Social Or Economic Program.* The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A20

NOTICE

A20.1 *Notice In Writing And Addressed.* Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section C5 of Schedule "C" of this Agreement or as either Party later designates to the other by written Notice.

A20.2 *Notice Given.* Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

A20.3 *Postal Disruption.* Despite section A20.2(a) of Schedule "A" of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-paid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE A21
CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A21.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing the consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on the consent and the Recipient will comply with such terms and conditions.

ARTICLE A22
SEVERABILITY OF PROVISIONS

A22.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A23
WAIVER

A23.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A20 of Schedule "A" of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide the waiver.

ARTICLE A24
INDEPENDENT PARTIES

A24.1 Parties Independent. The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A25
ASSIGNMENT OF AGREEMENT OR FUNDS

A25.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A25.2 Agreement Binding. All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE A26

GOVERNING LAW

A26.1 *Governing Law.* This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A27

FURTHER ASSURANCES

A27.1 *Agreement Into Effect.* The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE A28

JOINT AND SEVERAL LIABILITY

A28.1 *Joint And Several Liability.* Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE A29

RIGHTS AND REMEDIES CUMULATIVE

A29.1 *Rights And Remedies Cumulative.* The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE A30

JOINT AUTHORSHIP

A30.1 *Joint Authorship Of Agreement.* The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE A31

FAILURE TO COMPLY WITH OTHER AGREEMENT

A31.1 *Other Agreements.* If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;

- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) Such Failure is continuing,
- the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate, and may deduct amounts owing as a result of such Failure from the Funds owing under this Agreement.

ARTICLE A32

SURVIVAL

A32.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the Expiration Date or the date that this Agreement is terminated, whichever is later. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and Schedules will continue in full force and effect for a period of seven (7) years from the Expiration Date or the date that this Agreement is terminated, whichever is later: Article A1 and any other applicable definitions, section A4.2(e), A4.7, section A5.2, Article A7, section A8.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections A8.2, A8.3, A8.4, A8.5, A8.6, Article A12, section A14.2, sections A15.2 and A15.3, sections A16.1, A16.2(d), (e), (f), (g) and (h), Article A18, Article A19, Article A20, Article A22, section A25.2, Article A26, Article A28, Article A29, Article A30, Article A31 and Article A32.

A32.2 *Survival After Creation.* Despite section A32.1 of this Agreement, section A8.2 of this Agreement, including all cross-referenced provisions and Schedules, will continue in full force and effect for a period of seven (7) years from the date in which that document or record referred to in section A8.2 of this Agreement was created.

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SCHEDULE “B” ADDITIONAL TERMS AND CONDITIONS

- B1 *The Province May Impose Additional Conditions On The Recipient.*** The Province may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient’s operations, behaviour or responsibilities that relate to the use of any Funds which the Province considers, acting reasonably, appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions the Province may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.
- B2 *Behaviour Of Recipient.*** The Recipient will carry out the Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement.
- B3 *New Information.*** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, the Province may, in its sole and absolute discretion, adjust the Funds provided under this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “C” FOLLOWS]

SCHEDULE “C” OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

- C1 *Effective Date.*** The Effective Date of this Agreement is the date in which the Province signs the Agreement.
- C2 *Expiration Date.*** The Expiration Date means March 31, 2021, unless this Agreement is terminated earlier, in which it means the date of termination.
- C3 *Project Completion Date.*** Project Completion Date means December 31, 2019. For clarity this means that Substantial Completion must have occurred.
- C4 *Insurance Amount.*** The amount of insurance the Recipient will have for the purposes of section A13.1 of Schedule “A” of this Agreement no less than two million dollars (\$2,000,000.00).
- C5 *Providing Notice.*** All Reports and Notices under this Agreement will be submitted to the appropriate Party at the address listed below:

TO THE PROVINCE	TO THE RECIPIENT
Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Manager, Infrastructure Renewal Programs Fax: 519-826-3398 Email: OCIFApps@ontario.ca	The Corporation of the City of Clarence-Rockland 1560 Laurier Street Rockland, ON K4K 1P7 Attention: Helen Collier Fax: (613) 446-1497 Email: hcollier@clarence-rockland.com

or any other person identified by either Party in writing.

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SCHEDULE “D” PROJECT DESCRIPTION

This project is for the upgrade of the Rockland Sewage Treatment Plant, which includes a new headworks building with screening technology and grit removal technology, new wet equalization tank, sanitary sewer infiltration study to uncover infiltration issues, repairing concrete floor, and upgrades to sewage station #1 including pumps and forcemain.

Output: Asset has been renewed and meets any relevant conditions and regulatory approvals.

Outcomes: Minimize incidence of breakages, failures and contamination by these systems; sufficient system redundancy; improved maintenance efficiency; and decrease in contamination risk.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “E” FOLLOWS]

SCHEDULE “E” ELIGIBLE AND INELIGIBLE COSTS

E1 Eligible Costs. Subject to the terms and conditions of this Agreement and section E2 of this Schedule “E” of this Agreement, Eligible Costs shall only include all direct and incremental costs that are necessary for carrying out the Project and are in the Province’s sole and absolute discretion, properly and reasonably incurred and paid to Arm’s Length vendors as evidenced by invoices, receipts or other records that are acceptable to the Province.

Without limiting the generality of the foregoing, Eligible Costs will only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule “D” of this Agreement;
- (b) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project;
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s reasonable legal fees, on matters pertaining to the Project, including the cost associated with translating of documents into languages spoken by an affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “H” of this Agreement;
- (g) The cost of specialized tools and equipment necessary to carry-out the Project, as determined by the Province; and
- (h) Other costs that are, in the Province’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

E2 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs incurred not in accordance with section A6.1 of Schedule “A” of this Agreement;
- (b) Costs incurred prior to June 21, 2017 or after the Project Completion Date;
- (c) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including the costs or expenses for surveys, and includes real estate fees and other related costs;
- (d) Costs associated with moveable/transitory assets (e.g. portable generators, etc.) or rolling stock (e.g. trucks, graders, etc.);
- (e) Costs related to recreational trails;

- (f) Legal fees, other than those reasonable fees associated with consultation with Aboriginal Groups;
- (g) Taxes, regardless of any rebate eligibility;
- (h) The value of any goods and services which are received through donations or in kind;
- (i) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (j) Unreasonable meal, hospitality or incidental costs or expenses of Consultants;
- (k) Costs associated with completing funding applications;
- (l) Costs of accommodation for any Aboriginal Group;
- (m) Costs incurred contrary to section A17.1 of Schedule "A" of this Agreement
- (n) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund;
- (o) In the Province's sole and absolute discretion any costs or expense of goods or services acquired from parties that are not at Arm's Length from the Recipient; and
- (p) Any costs associated with a Contract that the Province has determined was awarded in a manner that is inconsistent with the requirements of Article 6 of Schedule "A" of this Agreement.

The Province shall have no obligation to pay any costs which it deems ineligible and shall have no liability, or be responsible for any penalty or cost, associated with such determination.

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SCHEDULE "F"

FINANCIAL INFORMATION

- F1 *Maximum Funds.*** Maximum Funds means an amount up to One Million One Hundred Forty Seven Thousand Six Hundred Fifty Two Dollars (\$1,147,652).
- F2 *Holdback.*** The Province may withhold up to ten (10) percent from each payment of Funds the Province makes to the Recipient under this Agreement as a Holdback.
- F3 *Provision Of Funds.*** The Province will provide the Funds to the Recipient, subject to the terms and conditions of the Agreement, based on the following payment schedule:

Project Milestone Payment	Recipient Expected Date*	No Later Than
Milestone 1: Agreement Execution	March 9, 2018	March 9, 2018
Milestone 2: Submission and Acceptance of Revised Budget Report, Construction Contract Award Report, and Progress Report (submitted within fifteen (15) Business Days of a council resolution awarding 70% of the Project costs)	November 1, 2018	June 28, 2019
Milestone 3: Submission and Acceptance of Final Report (should be submitted no later than sixty (60) Business Days of the Project Completion Date)	February 14, 2020	February 14, 2020

*Recipient Expected Date is the date supplied by the Recipient in their Project application as when the required documentation will be submitted. If there is a variance between the date noted in Recipient Expected Date and the actual date the milestone documentation will be submitted by the Recipient, Notice must be provided as soon as possible to the Province.

MILESTONE	PAYMENT AMOUNT	REQUIRED DOCUMENTATION
Milestone 1: Execution of this Agreement by both Parties.	An amount up to fifty-five percent (55%) of the Maximum Funds	An executed Agreement and a Council by-law / Board resolution authorizing the Recipient's entry into the Agreement.
Milestone 2: Within fifteen (15) Business Days of the Tender Award of at least 70% of total Eligible Costs by the Recipient, the submission and acceptance by the Province of the required Reports.	Provided it is not a negative figure, an amount up to seventy-five percent (75%) of the lesser of: (i) The Maximum Funds, less the amount paid at Milestone 1; and (ii) An amount calculated by multiplying ninety percent (90%) against the <u>forecasted</u> total Eligible Costs to the limit of the Maximum Funds, less the amount paid at Milestone 1.	Construction Contract Award Report; Revised Budget Report; and Progress Report, all as described in Schedule "I" of this Agreement.
Milestone 3: After Project Completion by the Recipient, the submission and acceptance by the Province of the required Reports.	Provided it is not a negative figure, the lesser of : (i) The balance of the Funds, if any, to the limit of the Maximum Funds; and (ii) Ninety percent (90%) multiplied by the <u>final</u> total Eligible Costs to the limit of the Maximum Funds.	Final Report as described in Schedule "I" of this Agreement

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SCHEDULE “G”

ABORIGINAL CONSULTATION REQUIREMENTS

G1.1 Purpose. This Schedule sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

G1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

G2.1 The Province’s Responsibilities. The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

G3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) Maintaining the Aboriginal Groups on the Recipient’s mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;

- (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Subject to section G3.1(o) of this Schedule "G" of this Agreement, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
- (p) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

G3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section A5.2 of the Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

G3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;

- (e) Advise the Province immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

G3.4 Recipient Shall Assist The Province. The Recipient shall, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

G4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section G3.1 of this Schedule “G” of this Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

G5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

G6.1 Notices In Relation To Schedule. All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under section C5 of Schedule “C” of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “H” FOLLOWS]

SCHEDULE "H"

COMMUNICATIONS PROTOCOL

H1 *Application Of Protocol.* This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- (a) Project signage
- (b) Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- (c) Printed materials
- (d) Websites
- (e) Photo compilations
- (f) Award programs
- (g) Awareness campaigns

H2 *Project Signage.* The Province may require that a sign be installed at the site of the Project. Sign design, content and installation guidelines will be provided by the Province. If the Recipient installs a sign advertising the Project at the site of a Project, the Recipient will, at the Province's request, provide acknowledgement of the provincial contribution to the Project in a manner to be prescribed by the Province.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by the Province prior to installation. The maximum costs per sign will be:

- (a) Two thousand two hundred fifty dollars (\$2,250.00) for small signs; and
- (b) Four thousand two hundred fifty dollars (\$4,250.00) for large signs.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

H3 *Media Events.* The Province or the Recipient may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by the Province and recognize the funding provided by the Province.

Media events and announcements include but are not limited to:

- (a) News conferences
- (b) Public announcements
- (c) Official events or ceremonies
- (d) News releases

H4 *Awareness Of Project.* The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the

Recipient will provide the opportunity for the Province to participate and will recognize the funding provided by the Province.

H5 *Issues Management.* The Recipient will share information immediately with the Province should significant emerging media, Project or stakeholder issues relating to a Project arise. The Province will advise the Recipient, when appropriate, about media inquiries concerning the Project.

H6 *Communicating Success Stories.* The Recipient agrees to communicate with the Province for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that the Province may publicize information about the Project. The Province agrees it will use reasonable efforts to consult with the Recipient about the Province's publication about the Project prior to making it.

H7 *Disclaimer.* If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient will indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect the Province's views.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “I” FOLLOWS]

SCHEDULE “I” REPORTS

I1 Reports. Reports shall include the following:

Name of Report	Required Content
Construction Contract Award Report	<p>A Report including a resolution or other municipal document recognizing the awarding of the Project tender(s) by council for at least 70% of total Eligible Costs.</p> <p>This Report is required as part of the submission package for Milestone 2.</p>
Revised Budget Report	<p>A Report detailing forecasted total Eligible Costs at the time of tender award. The Recipient shall use the form provided by the Province.</p> <p>This Report is required as part of the submission package for Milestone 2.</p>
Progress Report	<p>A Report providing an update on Project status. The Recipient shall use the form provided by the Province.</p> <p>This Report is required:</p> <ul style="list-style-type: none"> • twice a year by May 15 and October 15 for the Term of the Agreement or until the submission of Milestone 3; and • as part of the submission package for Milestone 2.
Final Report	<p>A report summarizing the Project’s outcome and status at Project Completion. The Recipient shall use the form provided by the Province, and must include a statement of final Eligible Costs which have been incurred and paid by the Recipient, as well as copies of invoices and/or payment certificates.</p> <p>This Report is required as part of the submission package for Milestone 3.</p>
Other Reports	<p>As may be directed by the Province from time to time, if any.</p>

[REST OF PAGE INTENTIONALLY LEFT BLANK – END OF AGREEMENT]

**Ministry of Agriculture,
Food and Rural Affairs**

**Ministère de l'Agriculture, de
l'Alimentation et
des Affaires rurales**

4th Floor
1 Stone Road West
Guelph, Ontario N1G 4Y2
Tel: 1-877-424-1300
Fax: 519 826-3398

4^e étage
1 Stone Road West
Guelph (Ontario) N1G 4Y2
Tél. : 1-877-424-1300
Téléc. : 519 826-3398



Rural Programs Branch

February 13, 2018

Our File: OCIF AC4-4072

Helen Collier, Chief Administrative Officer
City of Clarence-Rockland
1560 Laurier Street
Rockland, Ontario
K4K 1P7
hcollier@clarence-rockland.com

Dear Helen Collier,

Re: Ontario Community Infrastructure Fund (OCIF) Top-up Application Component – 2017 Intake

I am pleased to inform you that the 2017 OCIF Top-up Application intake selection process is now complete and that the Upgrade of the Rockland Sewage Treatment Plant project has been selected for funding. Provided that the City of Clarence-Rockland enters into an Agreement, and subject to the terms and conditions of the same, the Province will provide the following:

Project Title	Maximum Provincial Contribution
Upgrade of the Rockland Sewage Treatment Plant	\$1,147,652

At this time, we ask that you keep this information as confidential as possible, recognizing your need to obtain a council by-law, and refrain from any public communication activities (i.e. press releases, announcements, social media etc.) until ministry officials advise that a formal provincial announcement has been made.

Attached you will find a copy of your Contribution Agreement as well as a summary document outlining important additional information about your agreement. Please review both documents carefully. If changes to the Agreement are required, these should be made before the Agreement is executed. Please contact your Project Analyst immediately to discuss any required revisions.

It is recommended that your council/board meet as soon as possible to authorize execution of the Agreement. As per Schedule "F" of the Agreement, the Province must receive two original signed copies of the agreement, as well as a by-law authorizing execution of the agreement by municipal/local services board representatives by no later than **Friday March 9, 2018**.



Good Things
Grow in Ontario
À bonne terre,
bons produits



The by-law should reference the **Ontario Community Infrastructure Fund Top-up Application Component** and include the names of the designated signatories for the Agreement.

The designated signatories should sign both copies of the agreement on page 3. You will also need to insert the titles of the designated signatories and affix the corporate seal in the signature area.

Once completed, please return the two original signed and sealed copies along with a copy of the authorizing by-law via courier by no later than **Friday, March 9, 2018** to:

Ministry of Agriculture, Food and Rural Affairs
Rural Programs Branch
1 Stone Road West, 4NW
Guelph, ON
N1G 4Y2

An original copy of the Agreement will be returned to you by mail following execution by the Province.

The Province expects to provide funds pursuant to Schedule "F" in early Spring 2018. As per the program guidelines, since your community was successful under this intake, you will not be eligible to apply for the next top-up application intake.

Please note that your project may be subject to a quality assurance review by the ministry. If you are randomly selected, you will be required to provide, at a minimum, original invoices, proofs of payments and photographs of the work completed. Your project may also be selected for a site visit as part of this review.

Should you have any questions, please do not hesitate to call your Project Analyst, Joseph Dubonnet, at (519) 826-4164 or Joseph.Dubonnet@ontario.ca.

Congratulations on your successful application and we look forward to working with you as you implement this project.

Sincerely,



Joel Locklin
Manager, Infrastructure Renewal Programs
Rural Programs Branch

Attachment: Agreement
Important Information regarding your OCIF Agreement
BuildON Infrastructure Sign Template Guide

IMPORTANT INFORMATION REGARDING YOUR OCIF AGREEMENT

Project Description - Please ensure the description of your project noted in Schedule “D” is accurate and complete The amount of funding you will receive is contingent on completion of the project described in this Schedule, and only activities noted will be eligible. Your proposed project description may have been revised from the information submitted as part of your application based on the eligibility of project components. If changes to the project description noted in Schedule “D” are required, please contact your Project Analyst immediately to request a revision.

Key Dates - The dates noted on Schedule “F” are from your application. If you deviate from these dates, you may risk losing funding. Changes to these dates may be requested by contacting your Project Analyst. Please ensure the dates presented accurately reflect the timelines that you will:

1. Award your construction contract (if there are multiple tenders – the estimated date by which at least 70 per cent of the construction costs will be awarded).
2. Complete your project (this date should be when you are anticipating submitting your Final Report and other relevant documentation). As per the program guidelines, construction for all approved projects must be completed no later than December 31, 2019.

Insurance - Article A13 of Schedule “A” outlines the insurance requirements for the project. Please ensure that the required insurance is in place prior to the start of the project. Note: At this time, OMAFRA does not need to receive documentation that these requirements have been met but please ensure these are kept on file as they may be requested at any time during the Term of the Agreement.

Aboriginal Consultation - Schedule “G” outlines the Aboriginal Consultation requirements for the project. As noted in Schedule “G” any required Aboriginal Consultation must be complete prior to the start of any project construction work. A letter will be sent to you that outlines if you are required to consult with specific Aboriginal Groups on your project.

Reporting - Schedule “I” provides details on the type of reporting that you will be required to provide to the Province. Note that these reporting requirements must be met in order to receive funding.

Communications / Signage - Schedule “H” outlines the communication requirements for the project. As noted in Schedule “H”, project signage is required to be installed no later than 60 days prior to the start of project construction and remain in place for no less than 60 days following project completion. All signs are to be completed and installed in accordance with the attached BuildON Infrastructure Sign Template Guide. Please ensure that you have used the “Communities” category as outlined on page 5 of the attached style guide. The cost of signage is considered an eligible project cost within your approved funding allocation so long as such costs are billed by a third-party vendor. If you have any questions regarding the signage guidelines, or are seeking approval of signage proofs, please contact Mark Ellsworth at Mark.Ellsworth2@ontario.ca or by phone at (416) 326-1124.



BUILD ON

**INFRASTRUCTURE
SIGN TEMPLATES**

**VISUAL IDENTITY
SYSTEM**

Purpose of this Guide

The purpose of this guide is to help ministries and partners develop signs for infrastructure projects funded by the Government of Ontario. This guide will help ensure signage consistency.

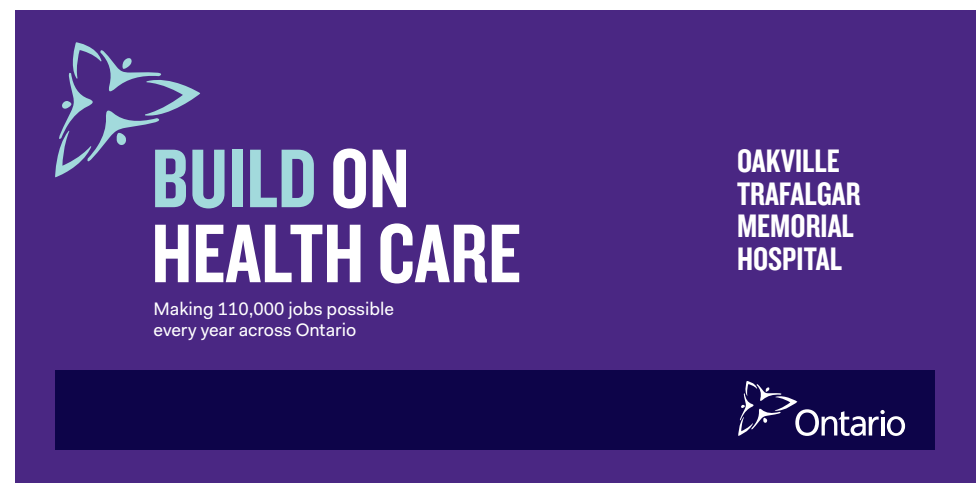
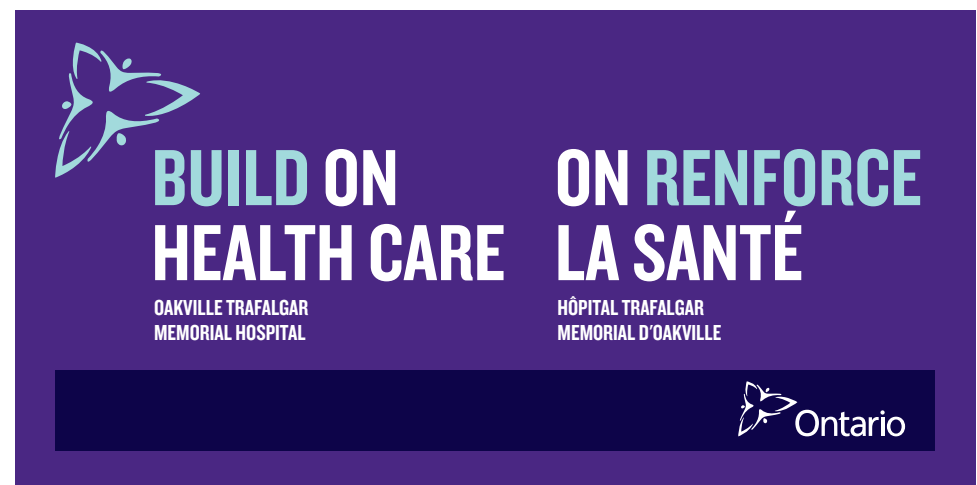
It applies to all new signs related to infrastructure projects. Examples include major projects delivered by Infrastructure Ontario or projects being delivered by municipalities through the assistance of the Ontario Community Infrastructure Fund (OCIF).

For information on creating signage, please contact:

Mark Ellsworth | OMAFRA
Email: Mark.Ellsworth2@ontario.ca
Office: 416-326-1124

For information on the application of signage, please contact:

Andreas Kyprianou | MOI
Email: andreas.kyprianou@ontario.ca
Office: 416-326-3154



Responsibilities

- All signs must use the design and directions set out in this guide.
- All signs must comply with the Accessibility Standards of the Accessibility for Ontarians with Disabilities Act.
- Ministries are responsible for informing infrastructure funding recipients about sign requirements and supplying them with sign templates.
- Ministries are responsible for reviewing and approving proofs of all signs before they are produced.
- As a good business practice, ministries should ask funding recipients to provide photographs of signs once they are installed.
- Funding recipients must ensure signs are properly installed in a prominent area and do not obstruct traffic or cause safety concerns, particularly if they are located near roads. To avoid potential safety issues, funding recipients should ensure the appropriate provincial and municipal authorities are consulted.

Sign Sizes and Materials

- Signs should be 1.2 metres by 2.4 metres (4 feet by 8 feet). Font size is dictated by the location of signs relative to roadways and the speed of traffic.
- The vector-based digital artwork supplied (.ai files) for the signs should be used. This format can be scaled without distortion. Do not alter the proportional size of any element of the sign.
- The Government of Ontario standard for signs is 1.2 metres by 2.4 metres (4 by 8 feet). In cases where the federal or partner signs are larger than the Government of Ontario standard of 1.2 metres by 2.4 metres (4 by 8 feet), the Ontario sign can exceed the Government of Ontario sign standard to match partner signs. Ontario signs must not be smaller than 1.2 metres by 2.4 metres (4 by 8 feet).
- Reflectivity should be Engineering Grade – Type 1.
- Engineering Grade – Type 1 is the basic level of reflectivity and shine. This basic level ensures signs are visible without being distracting.
- The choice of materials should be appropriate for the size, location and lifespan of the sign.

Wording/Language

- Signs must comply with the French Language Services Act, which requires that information on signs be displayed in English and French in designated areas of the province. Please refer to the Office of Francophone Affairs website.
- In bilingual areas, templates for bilingual and unilingual signs are available.
- Outside designated areas, English-only signs may be used, as appropriate.
- The project name on the sign should be the title or description of the project. It should not be promotional. **Project names should be clear and concise, with a limit of 3 to 6 words if possible.**

Choosing a Category

The visual identity system includes seven categories you can choose from. Here are some examples of projects by category.

Health Care	Education	Economy	Transit	Roads & Bridges	Communities	The North
<p>New and revitalized health care projects including new hospitals, new or renovated wings and additions.</p> <p>-----</p> <p>New Oakville Trafalgar Hospital</p> <p>-----</p> <p>Integrated Health and Wellness Centre at Brampton's Peel Memorial Hospital</p> <p>-----</p> <p>Redevelopment of Credit Valley Hospital</p>	<p>New and revitalized education projects including new campuses, new schools or additions.</p> <p>-----</p> <p>Sheridan College Hazel McCallion Campus Expansion</p> <p>-----</p> <p>Expansion of Seneca College King Campus</p> <p>-----</p> <p>Child care space addition to Pinewood Public School</p>	<p>Projects that are economic drivers for the community including expanded airports and new broadband lines.</p> <p>-----</p> <p>New or renovated airports (e.g., Sioux Lookout airport)</p> <p>-----</p> <p>New Broadband Network</p>	<p>New or updated transit projects like new GO train stations, bus depots or light rail transit development.</p> <p>-----</p> <p>New West Harbour GO train station</p> <p>-----</p> <p>New transit maintenance and storage facility</p> <p>-----</p> <p>A new platform at Union Station</p>	<p>New and expanded transportation infrastructure projects including expanded highways, new roads and bridges.</p> <p>-----</p> <p>Widening Hwy 401 between Highway 8 and Hespler Road</p> <p>-----</p> <p>Expanding the QEW Dixie Highway Interchange</p> <p>-----</p> <p>New Hwy 407 East</p> <p>-----</p> <p>Road improvements to Old Barrie Road and Hwy 11 in Orillia</p>	<p>Projects that benefit the community including new courthouses, renovated libraries and updated wastewater systems.</p> <p>-----</p> <p>More reliable water supply for Ilderton</p> <p>-----</p> <p>Improvements to Shelburne Waste Water Treatment Plant</p> <p>-----</p> <p>New cycling infrastructure program</p> <p>-----</p> <p>Brownfield redevelopment project</p> <p>-----</p> <p>Upgrades to landfill and transfer stations</p>	<p>All projects built in the North, including the districts of Parry Sound and Nipissing (see map, page 6).</p> <p>-----</p> <p>Polar bear habitat in the town of Cochrane</p> <p>-----</p> <p>Agriculture infrastructure in Rainy River</p> <p>-----</p> <p>Expanding the carpenter's training centre in Azilda</p>

Northern Ontario Districts

Following the guidelines for the NOHFC, Northern Ontario is defined as all areas North of, and including, the districts of Parry Sound and Nipissing.

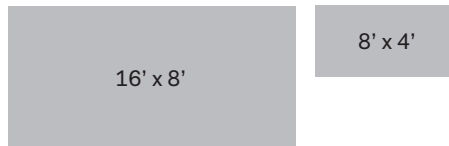


Source: nohfc.ca/en/about-us/northern-ontario-districts

Infrastructure Sign Templates

Bilingual, English and French sign templates have been created for each category (Health Care, Economy, Education, Transit, Communities and The North). The Roads & Bridges template is used exclusively by MTO and follows specific signage specifications.

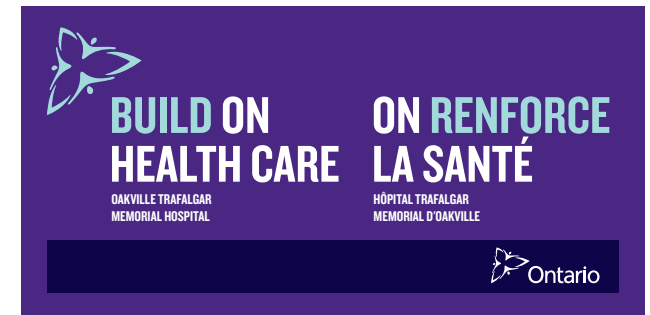
Each category template is available in two sizes:



Additional sizes are available upon request:



Bilingual



English



French

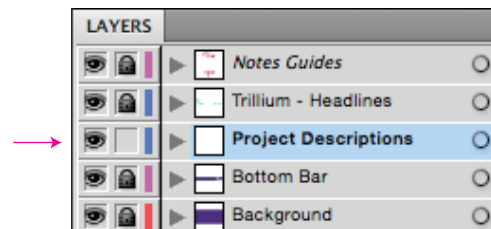


Creating a Bilingual Sign

- 1 Choose messaging category
 - Health Care -Economy
 - Education -Transit
 - Communities -The North
- 2 Select a template size
(16' x 8', 8' x 4', etc.)
- 3 Determine printing process of **PMS** or **CMYK** and **material** (see page 10 on colour matching for various materials).
- 4 Edit infrastructure project names.
Use "**Project Descriptions**" layer.
Recommended word count is 3 to 6 words.
- 5 **OPTIONAL:**
Place "Partnership logos" where indicated.
Full colour logos can be used when a white knockout version is not available.

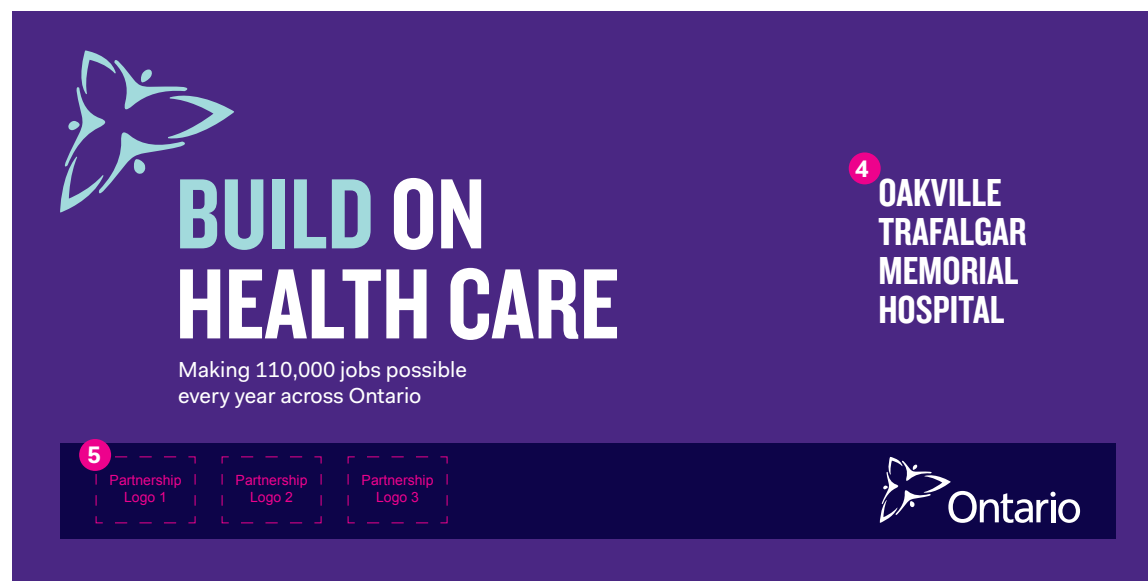


Layers window

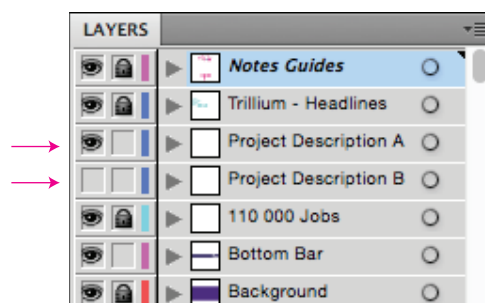


Creating an English or French sign

- 1 Choose messaging category
 - Health Care -Economy
 - Education -Transit
 - Communities -The North
- 2 Select a template size
(16' x 8', 8' x 4', etc.)
- 3 Determine printing process of **PMS** or **CMYK** and **material** (see page 10 on colour matching for various materials).
- 4 Edit the infrastructure project name.
Use "**Project Description A**" for project names 3 to 6 words in length.
If necessary, use "**Project Description B**" for project names that are 7 to 10 words in length.
- 5 **OPTIONAL:**
Place "Partnership logos" where indicated. Full colour logos can be used when a white knockout version is not available.



Layers window



Colour Palette

To ensure correct reproduction of printed materials, Pantone Matching System (PMS) numbers have been assigned to the colours noted. Please refer to the colour breakdown values as listed in the colour chart for most applications.

PMS & CMYK

When printing products, such as fabric backdrops and vinyl banners, match to PMS spot colours that have been specified.

COLOUR MATCHING

Printing on different materials (fabric, vinyl, wood, paper) can produce different results. Work closely with your printer to ensure the colour output is consistent across products. Please ensure that you inform the printer what PMS colours you are trying to match.



**Never obtain colour values
by using the Eye Dropper /
Colour Sample tool**

Pantone

324c

CMYK

35, 0, 14, 0

RGB

162, 218, 221

HEX

#9CDBD9

Pantone

2617c

CMYK

84, 99, 0, 12

RGB

75, 40, 132

HEX

#470A68

Pantone

2765c

CMYK

100, 100, 9, 57

RGB

16, 2, 73

HEX

#201547

Typography

The Infrastructure Visual Identity consists of two typefaces: **Knockout HTF49 Liteweight*** and **Fakt Pro**.

Fakt Pro comes in a variety of weights and offers flexibility of use.

* **Knockout HTF49 Liteweight** is always typeset in ALL CAPS

The fonts for this brand are licensed on a per-user basis. Any Government of Ontario employee, partner or vendors modifying assets that leverage these fonts will need to purchase them at:

Knockout HTF49 Liteweight
typography.com/fonts/knockout/styles/

Fakt Normal & Bold Pack
<https://www.fontshop.com/families/fakt/buy>

After installing purchased fonts, please confirm that the newly installed fonts appear in the list of available fonts in Illustrator before making any changes to the templates. You may have to reconcile manually if the template reverts to default fonts.

PRIMARY FONT: Knockout HTF49 Liteweight

AA

ABCDEFGHIJKLMNOPQRSTUVWXYZ

1234567890

SECONDARY FONT: Fakt Pro (Blonde, Blonde Italic, Bold, Bold Italic)

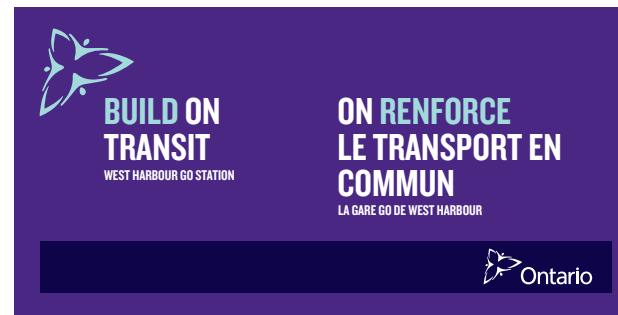
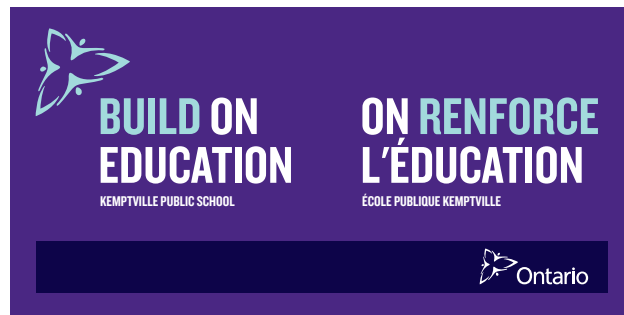
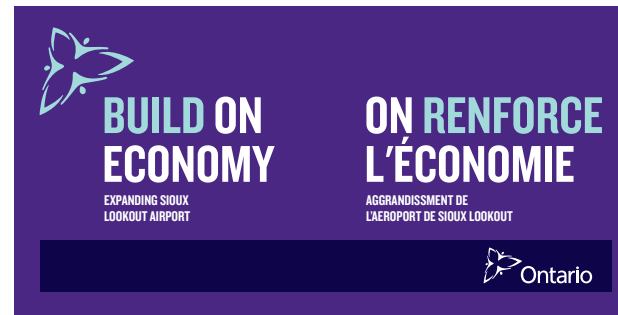
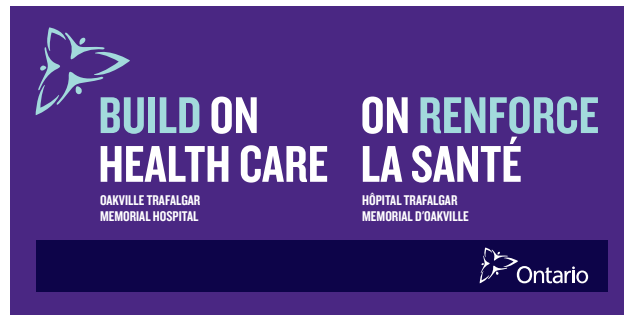
Aa Aa Aa Aa

ABCDEFGHIJKLMNOPQRSTUVWXYZ

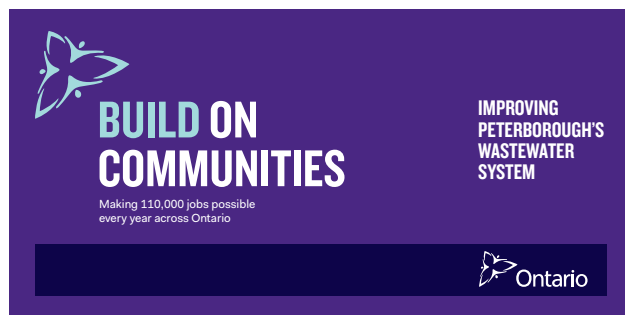
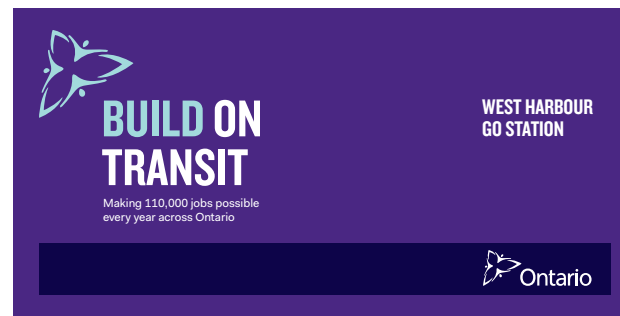
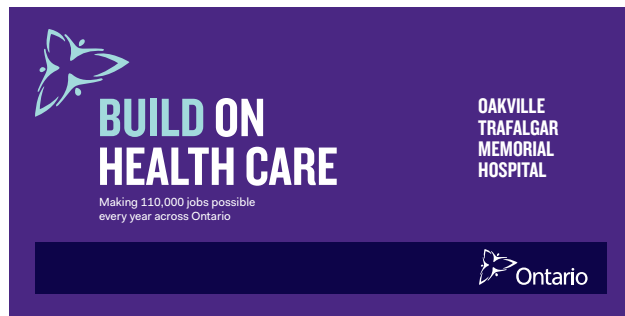
abcdefghijklmnopqrstuvwxyz

1234567890

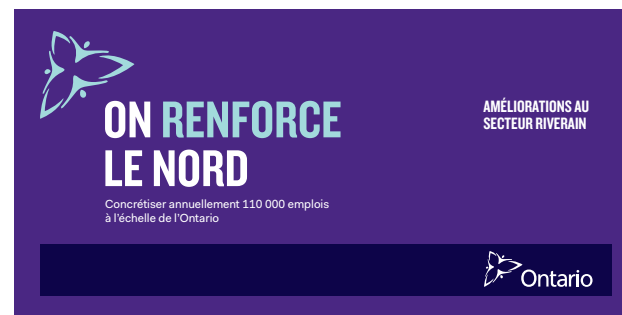
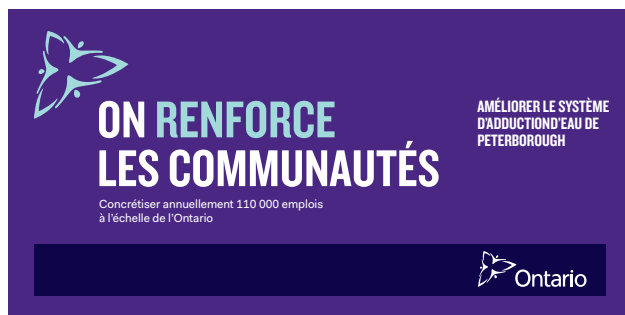
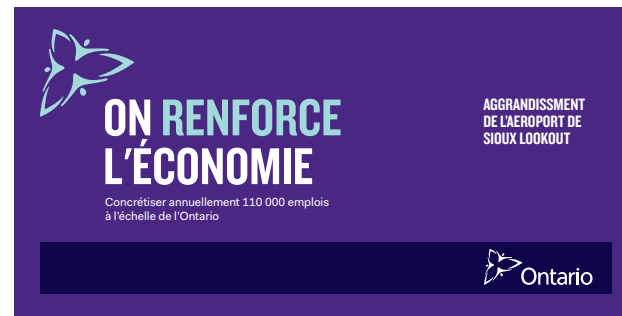
Bilingual Sign Templates



English Sign Templates



French Sign Templates



Incorrect Uses | Applications



Do not use unapproved messaging categories



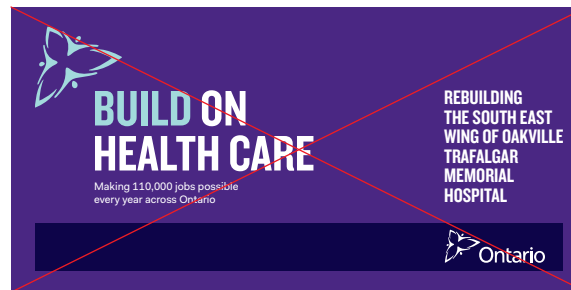
Do not use unapproved colours



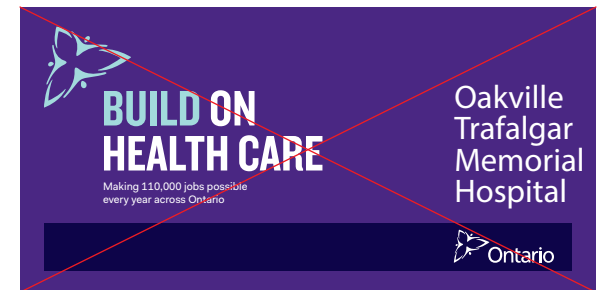
Do not allow graphic elements to become illegible on photographic backgrounds



Do not reposition graphic elements



Ensure that project descriptions are concise (3 to 6 words max.)



Do not use unapproved fonts

Roads & Bridges Template

The Ministry of Transportation has adapted the signage to meet all North American road and highway safety standards. The Roads & Bridges signs are used exclusively by MTO.



Ontario150 Template

The Ontario150 Secretariat, through the Ministry of Tourism, Culture and Sport (MTCS), has signage for use on all Ontario150 funded programming, including projects receiving grants through the Ontario150 Community Capital Program to help raise awareness for Ontario's sesquicentennial celebrations, initiatives and legacy programs.



CONTACT

For information on creating signage, please contact:

Mark Ellsworth | OMAFRA

Email: Mark.Ellsworth2@ontario.ca

Office: 416-326-1124

For information on the application of signage, please contact:

Andreas Kyprianou | MOI

Email: andreas.kyprianou@ontario.ca

Office: 416-326-3154

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
BY-LAW 2018-16**

BEING A BY-LAW OF THE CITY OF CLARENCE-ROCKLAND TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE CITY OF CLARENCE-ROCKLAND AT ITS REGULAR MEETING HELD ON FEBRUARY 21ST, 2018.

WHEREAS Sub-section 5(1) of the Municipal Act, 2001, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS Sub-section 5(3) of the said Municipal Act provides that the powers of every council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the City of Clarence-Rockland at this meeting be confirmed and adopted by By-law;

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

1. **THE** action of the Council of the City of Clarence-Rockland in respect of each recommendation contained in any reports of committees and of local boards and commissions and each motion and resolution passed and other action taken by the Council of the City of Clarence-Rockland at this meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
2. **THE** Mayor and the appropriate officials of the City of Clarence-Rockland are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the City of Clarence-Rockland referred to in the proceeding section.
3. **THE** Mayor and the Clerk, are authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the City of Clarence-Rockland.

READ, PASSED AND ADOPTED IN OPEN COUNCIL THIS 21ST DAY OF FEBRUARY, 2018.

Guy Desjardins, Mayor

Monique Ouellet, Clerk