



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

April 17, 2018, 8:00 pm

Council Chambers

415 rue Lemay Street, Clarence Creek, Ont.

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Pages

1. Opening of the meeting
2. Adoption of the agenda
3. Disclosure of pecuniary interests
4. Delegations / Presentations
  - 4.1 Presentation of the "Association française des propriétaires de boisés privés de l'Est de l'Ontario" regarding the mandate of their organization 5
  - 4.2 Presentation by the Director of Protection - Fire Chief - Smoke and Carbon Monoxide Alarms 7
5. Petitions / Correspondence
6. Notice of Motion
7. Comment/Question Period

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

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

At no time shall this question period be taken by members of the audience to make speeches or accusations.
8. Report from the United Counties of Prescott and Russell

**9. Committee/Staff Reports**

<b>9.1</b>	<b>Consulting services – Development Charges</b>	<b>39</b>
<b>9.2</b>	<b>Lavigne Natural Park development project – List of work</b>	<b>43</b>
<b>9.3</b>	<b>Clarence-Rockland Waste Disposal Site – tipping fees</b>	<b>47</b>
<b>9.4</b>	<b>Engineering Service Waste Treatment Plant</b>	<b>103</b>
<b>9.5</b>	<b>Zoning By-law Amendment – 2160 Laval Street</b>	<b>109</b>
<b>9.6</b>	<b>Rental of land - Off leash dog park</b>	<b>123</b>
<b>9.7</b>	<b>Daycare budget (Information)</b>	<b>133</b>
<b>9.8</b>	<b>Awards for Purchase and Installation of LED Street Lights</b>	<b>139</b>
<b>9.9</b>	<b>Protective Services – Monthly Report (March 2018)</b>	<b>155</b>

**10. Other items**

**11. Adjournment**



CORPORATION DE LA CITÉ DE  
CLARENCE-ROCKLAND  
COMITÉ PLÉNIER

le 17 avril 2018, 20 h 00

Council Chambers

415 rue Lemay Street, Clarence Creek, Ont.

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Pages

1. Ouverture de la réunion
2. Adoption de l'ordre du jour
3. Déclarations d'intérêts pécuniaires
4. Délégations / Présentations
  - 4.1 Présentation de l'Association française des propriétaires de boisés privés de l'Est de l'Ontario au sujet du mandat de leur organisation 5
  - 4.2 Présentation par le directeur du service de la Protection - Chef pompier - Détecteur de fumée et de monoxyde de carbone 7
5. Pétitions / Correspondance
6. Avis de motion
7. Période de Questions/Commentaires

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

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

En aucun cas, cette période de questions/ commentaires ne peut être utilisée par les membres du public pour faire des discours ou porter des accusations.
8. Rapport des Comtés unis de Prescott et Russell

<b>9.</b>	<b>Rapports des Comités/Services</b>	
9.1	Services de consultation – frais de développement	39
9.2	Projet d'aménagement du parc Naturel Lavigne – Liste des travaux	43
9.3	Site d'enfouissement de Clarence-Rockland – frais usagers	47
9.4	Services d'ingénierie pour la station de traitement des eaux usées	103
9.5	Amendement au règlement de zonage – 2160 rue Laval	109
9.6	Location de terrain - parc de chiens sans laisse	123
9.7	Budget des garderies (Informations)	133
9.8	Octrois pour l'achat et l'installation de lumières de rue DEL	139
9.9	Services de la protection - rapport du mois (mars 2018)	155
<b>10.</b>	<b>Autres items</b>	
<b>11.</b>	<b>Ajournement</b>	

Plantagenet, le 27 mars 2018

Madame Ouellet

Sujet : Demande de présentation de Boisés Est au conseil de Clarence-Rockland

Cette demande de présentation poursuit trois objectifs principaux :

- rappeler aux conseillers le mandat de notre association et ce que nous faisons sur son territoire depuis 20 ans,
- les remercier de l'appui dont nous bénéficions,
- explorer de nouvelles pistes de collaboration :
  - Ex. : collaboration avec les comités consultatifs sur l'environnement et sur le patrimoine pour des projets citoyens en rapport avec les boisés de Clarence-Rockland.

Je vous remercie de votre collaboration.

Jean-Claude Havard, tter/jatmn

Boisés Est

613-673-3089 info@boisesest.ca [www.boisesest.ca](http://www.boisesest.ca)

1100, concession 3 PLANTAGENET ON K0B 1L0

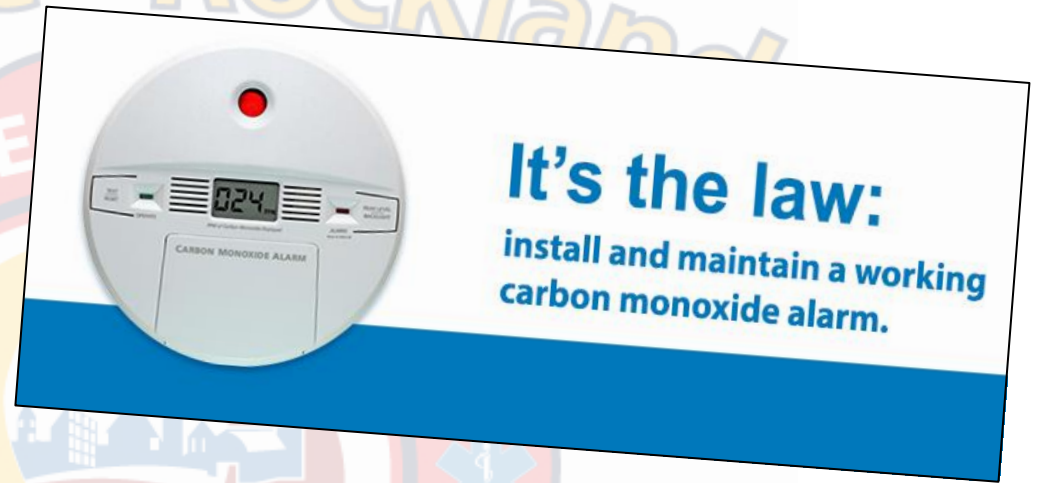
Des gens qui gèrent leur boisé pour la vie

*La forêt, ...pour la santé, ...pour l'emploi, ...pour le plaisir!*

**28 mars – Atelier Testament et succession de votre patrimoine forestier**







# Fire Department Update: Smoke Alarm and Carbon Monoxide Alarm Requirements

# Smoke Alarm Requirements

- Ontario Fire Code (OFC) requires smoke alarm on **EVERY** level of your home. The basement is a level.

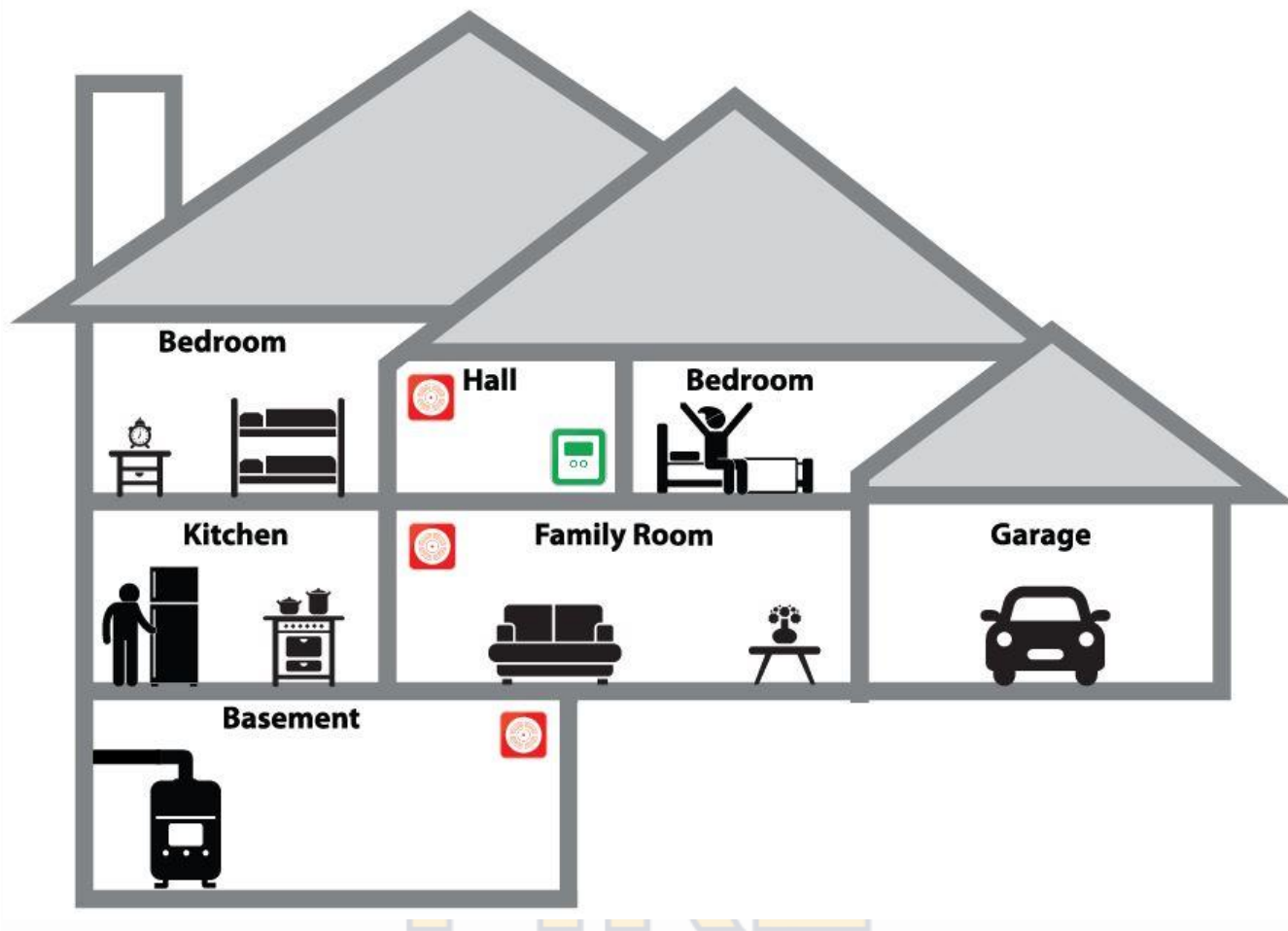
(unless basement measures less than 1800 mm (5'11"), then it is a crawl space, does not apply)

- Smoke alarms must be installed near sleeping areas (bedrooms) (not more than 15' away).

May need more than one smoke alarm per level



# Smoke Alarm Locations



# Smoke Alarm Requirements

- As per Ontario Fire Code, the owner is responsible to install smoke alarms
  - This includes rental suites
- No persons shall disable a smoke alarm
  - This includes tenants
- Smoke alarms must be replaced as per manufacturer's instructions. (usually every 10 years).

# Cannot Lower Protection

- Not allowed to provide lower level of protection when replacing smoke alarms
- If existing smoke alarms are hardwired, they **MUST** be replaced by hardwired smoke alarms.

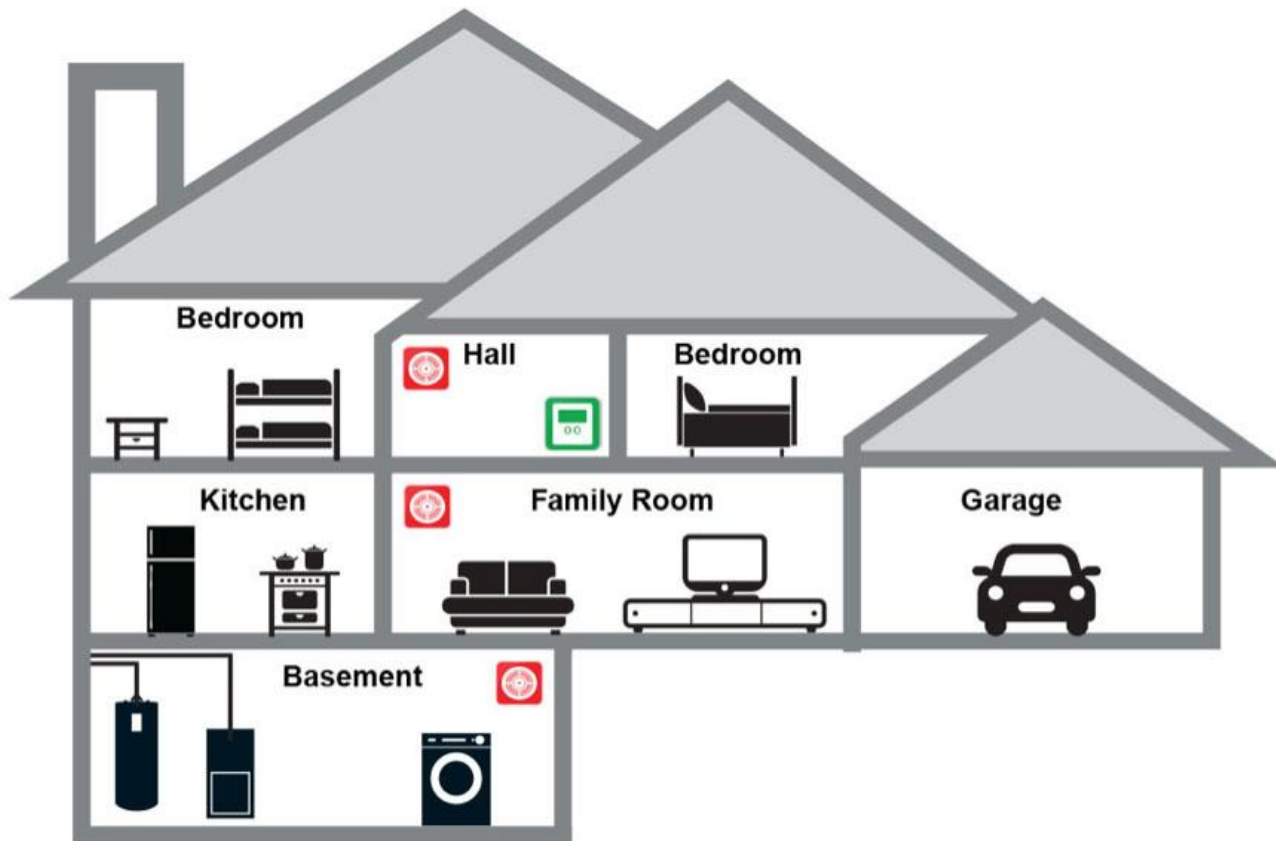


# Carbon Monoxide (CO) Alarms

- CO alarms required by Fire Code if:
  - Your home is equipped with a **fuel** fired appliance, or
  - You have an attached garage.
- Fuel fired appliances means furnace, hot water tank, ovens, fire place, wood stoves powered by
  - natural gas
  - Propane
  - Oil
  - wood
- CO alarms shall be installed on floors containing sleeping rooms. (may need more than one CO alarm in your home).

# Carbon Monoxide Alarms (Minimum)

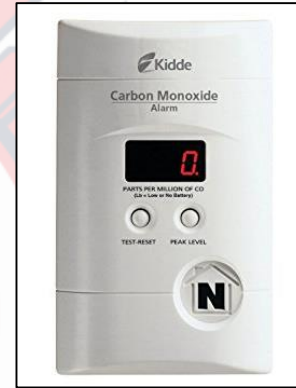
Clarence Rockland  
SECOURS



# Clarence - Rockland

## C0 Alarms

- C0 alarm may be:
  - Hardwired
  - Plug in
  - Battery operated



- C0 alarm shall be installed as per manufacturers recommendation as per type of unit
- C0 is tasteless, odourless and invisible, almost same density as air, will spread throughout the home (does not accumulate in low-lying areas).

# Clarence - Rockland

## C0 Alarms

- Same installation requirements as smoke alarms
- Owner is responsible to install
- No person shall disable
- C0 alarms shall be replaced in accordance with manufacturers' recommendations.

SECOURS  
INCENDIE  
FIRE

# PROVINCIAL OFFENCES (Fire Dept Can/Will Write Tickets)

- Fail to install Smoke/CO alarms
- Disable smoke/CO alarms
- Provide lower level of protection
- Fail to maintain Smoke/CO alarms in operating condition
- Fail to maintain Smoke/CO alarm power supply in operating condition (includes secondary power. i.e. battery).



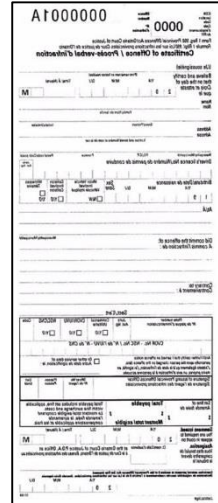
# More ticketable offences

- Fail to maintain smoke alarm's visual signalling device (strobe)  
(only in homes built after Jan. 1, 2015)
- Fail to give tenants Smoke/CO alarm maintenance instructions
- Fail to notify landlord that Smoke/CO alarm is disabled or operation is impaired.
- Etc.

# Clarence - Rockland

## Fines

**Ticket: \$235 – 360 per offence**



e.g. If your smoke alarms are all expired – you can be given a ticket for each one

OR... you could be served Part III Summons

**Up to \$50,000 fine and/or up to one year imprisonment (or both) per offence**

# Hinder/Obstruct Fire Inspector

(Fire Chief, Deputy Chief, Fire Inspector, District Chiefs)

- **Up to \$20,000 fine and/or up to one year imprisonment (or both)**



- **Corporations – fines up to \$100,000**
- **Officers/Directors of Corporations - Up to \$50,000 fine and/or up to one year imprisonment (or both).**

# Get Out Alive Program

- Fire Department personnel conduct smoke and CO alarm verifications throughout Clarence-Rockland
- Program revamp this year
- Goal is to visit EVERY residential occupancy EVERY 10 years
- This means around 1000 home visits per year
- Goal is to reduce injury or deaths in fires through education and code compliance.

# Complaint / Request Inspections

- Any person can file a complaint or request for an inspection
- Mandatory for Fire Department follow-up.



Clarence - Rockland

SECOURS

QUESTIONS?

RESCUE

INCENDIE  
FIRE



Mise à jour du service des incendies:  
Exigences des avertisseurs de fumée  
et des avertisseurs de monoxyde de  
carbone

# Exigences des avertisseurs de fumée

- Le Code de prévention des incendies de l'Ontario exige un avertisseur de fumée à **CHAQUE** étage de votre maison. Le sous-sol est un étage.

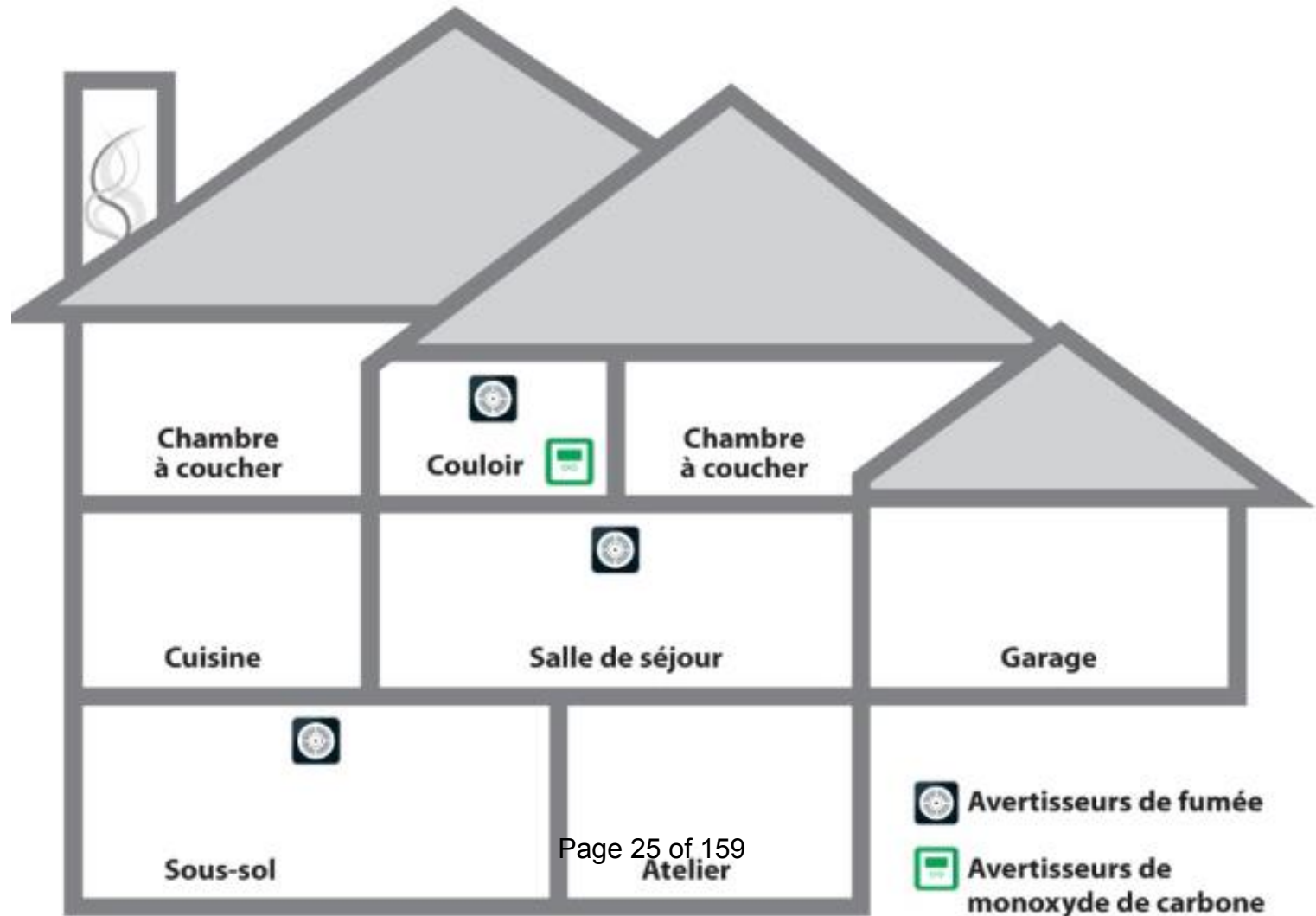
(à moins que le sous-sol mesure moins de 1 800 mm (5 pi 11 po), le vide sanitaire ne s'applique pas)

- Les avertisseurs de fumée doivent être installés à proximité des chambres à coucher (pas plus de 15').

Peut nécessiter plus d'un avertisseur de fumée par étage



# Emplacements des avertisseurs de fumée



# Exigences des avertisseurs de fumée

- Conformément au Code de prévention des incendies de l'Ontario, le propriétaire est responsable de l'installation d'avertisseurs de fumée
  - Cela comprend les propriétés à location
- Aucune personne ne doit désactiver un avertisseur de fumée
  - Cela comprends les locataires
- Les avertisseurs de fumée doivent être remplacés conformément aux instructions du fabricant. (habituellement chaque 10 ans).

# Ne peut pas réduire le niveau de protection

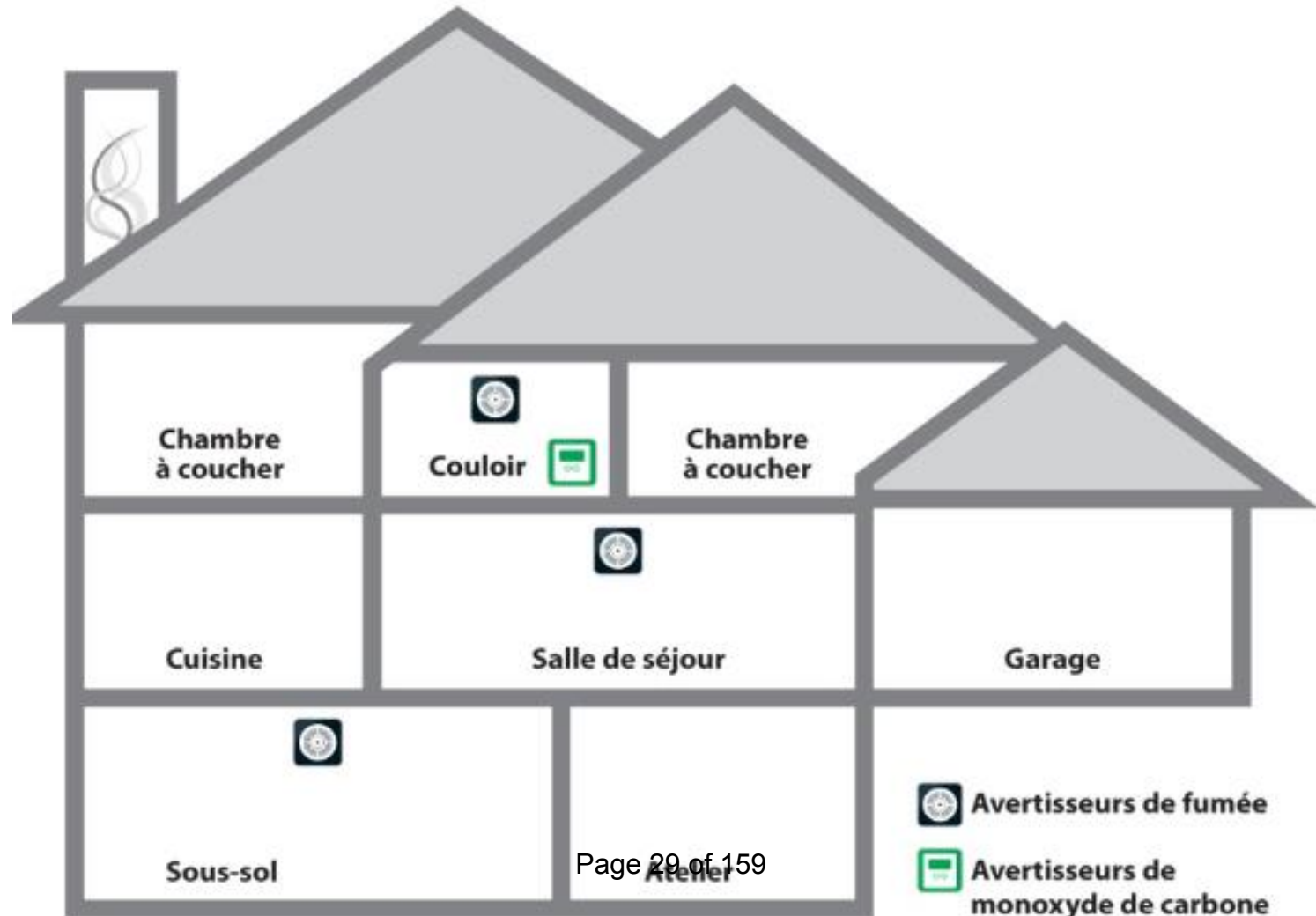
- Ne doit pas réduire le niveau de protection lors du remplacement des avertisseurs de fumée
- Si les avertisseurs de fumée existants sont câblés, ils **DOIVENT** être remplacés par des avertisseurs de fumée câblés.



# Avertisseurs de monoxyde de carbone (CO)

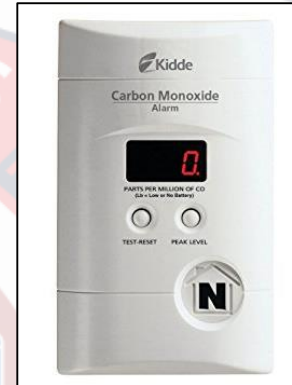
- Les avertisseurs de CO sont requis par le code de prévention des incendies si:
  - Votre maison est équipée d'un appareil à **combustion**, ou
  - Vous avez un garage attenant
- Les appareils à combustions signifient fournaise, chauffe-eau, four, foyer, poêles à bois alimentés par ...
  - Gaz naturel
  - Propane
  - Pétrole
  - Bois
- Des avertisseurs de CO doivent être installés sur les planchers ou se trouve des chambres à coucher (peut avoir besoin plus d'un avertisseurs de CO dans votre maison).

# Avertisseurs de monoxyde de carbone (Minimum)



# Avertisseurs de CO

- L'avertisseur de CO peut être:
  - Câblé
  - Branché
  - Alimenté par piles
- L'avertisseur de CO doit être installé conformément aux recommandations du fabricant, selon le type d'unité
- Le CO est sans goût, inodore et invisible, presque de la même densité que l'air, se répand au travers de la maison (ne s'accumule pas dans les zones de faible élévation).



# Avertisseurs CO

- Les mêmes exigences d'installation que les avertisseurs de fumée
- Le propriétaire est responsable de l'installation
- Aucune personne ne doit le désactiver
- Les avertisseurs de CO doivent être remplacés conformément aux recommandations du fabricant.

# INFRACTIONS PROVINCIALES

(Le service d'incendie peuvent/émettront des contraventions)

- Si vous ne respectez pas l'installation des avertisseurs de fumée/CO
- Si vous désactivez les avertisseurs de fumée/CO
- Si vous réduisez le niveau de protection
- Défaut de maintenir les avertisseurs de fumée/CO en état de fonctionnement
- Ne parviens pas à maintenir l'alimentation des avertisseurs de fumée/CO en état de fonctionnement (incluant l'alimentation secondaire, c'est-à-dire les piles).



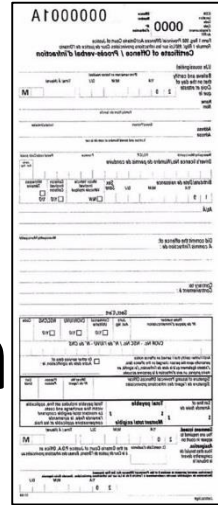
# Autres infractions punissables

- Défaut de maintenir le dispositif de signalisation visuelle de l'avertisseur de fumée (stroboscope) (seulement dans les maisons construites après le 1er janvier 2015)
- De ne pas donner aux locataires les instructions d'entretien des avertisseurs de fumée/CO
- D'omettre d'aviser le propriétaire que les avertisseurs de fumée/CO sont désactivés ou qu'ils ne fonctionnent pas.
- Etc.

# Clarence - Rockland

## Amendes

**Amende: 235 \$ – 360 \$ par infraction**



Par exemple: si vos avertisseurs de fumée sont tous expirés, vous pouvez obtenir une amende par avertisseur

OU... une sommation de comparaître relative à la Partie III de la Loi

**Amende pouvant aller jusqu'à 50 000 \$  
et/ou jusqu'à un an d'emprisonnement  
(ou les deux) par infraction**

# Empêcher/Entraver l'inspecteur du service des incendies

(Chef du service des incendies, Chef adjoint du service des incendies, inspecteur en incendie, chefs de district)

- **Jusqu'à 20,000 \$ d'amende et/ou jusqu'à un an d'emprisonnement (ou les deux)**
- **Corporations – amende jusqu'à 100,000 \$**
- **Agents/Directeurs Corporatifs – jusqu'à 50,000 \$ d'amende et/ou jusqu'à un an d'emprisonnement (ou les deux).**



# Plan pour sortir vivant

- Le personnel du service d'incendie effectue des vérifications d'avertisseurs de fumée et de CO dans la Cité de Clarence-Rockland
- Plan à revoir cette année
- L'objectif est de visiter **CHAQUE** résidence **TOUS** les 10 ans
- Cela signifie environ 1000 visites à domicile par année
- L'objectif est de réduire les blessures ou les décès dans les incendies grâce à l'éducation et la conformité au code.

# Plaintes / Demandes d'inspections

- Toute personne peut déposer une plainte ou faire une demande d'inspection
- Obligatoire de faire le suivi par le service des incendies.



Clarence - Rockland

SECOURS

QUESTIONS?

RESCUE

INCENDIE  
FIRE



## REPORT N° FIN 2018-013

<b>Date</b>	06/04/2018
<b>Submitted by</b>	Rob Kehoe
<b>Subject</b>	Consulting services – Development Charges
<b>File N°</b>	<a href="#">Click here to enter text.</a>

1) **NATURE/GOAL :**

To secure external support to help the City prepare a development charges By-law that meets the requirements of Provincial law.

2) **DIRECTIVE/PREVIOUS POLICY :**

N/a

3) **DEPARTMENT'S RECOMMENDATION :**

THAT Council approve a contract with Hemson Consulting Ltd. for \$59,950 plus taxes for support in developing a new development charges by-law and policies for 2020.

QUE le Conseil approuve un contrat avec Hemson Consulting Ltd. pour un montant de 59 950 \$ plus taxes pour l'élaboration d'un nouveau règlement pour les redevances d'aménagement et de politiques pour 2020.

4) **BACKGROUND :**

The City issued a tender on March 5, 2018. The two primary firms that provide this service to Ontario municipalities responded to the tender – Hemson Consulting Ltd. and Watson & Associates Economists Ltd.

5) **DISCUSSION :**

The two firms are more than capable to provide the services to the City. The City established a committee to evaluate the proposals consisting of the Director of Finance and Economic Development, City Treasurer and Mr. Dave Darch contractor hired to support the City in defining its infrastructure requirements to support the development charges study.

The following table illustrates the evaluation.

	<u>Watson</u>	<u>Hemson</u>
Corporate Qualifications and Experience	100	100
Project Lead's Qualifications and Experience	100	100
Comprehensive Project Understanding, Approach & Methodology	105	135
Proponent's Team Qualifications and Experience	160	180
Weighted Qualification Points	65	73
Pricing	\$51,800	\$59,950
Weighted Pricing	20.0	17.3
<b>GRAND TOTAL WEIGHTED SCORE</b>	<b>85.0</b>	<b>90.3</b>

In summary, Hemson provided a more comprehensive understanding and approach to the study including the formation of a steering committee with specific responsibilities to drive the project. In addition, the committee noted the considerable experience of the proposed team from Hemson.

6) **CONSULTATION:**

N/a

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

N/a

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

Council approved a budget of \$75,000 for this study. The balance of funds will be available for other expenses related to the study and any remainder will be returned to the reserves.

9) **LEGAL IMPLICATIONS :**

N/a

10) **RISK MANAGEMENT :**

N/a

11) **STRATEGIC IMPLICATIONS :**

N/a

12) **SUPPORTING DOCUMENTS:**

Document 1 – Award letter





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

**Award Letter**

Hemson Consulting Ltd.  
30 St. Patrick Street  
Suite 1000  
Toronto, ON  
M5T 3A3

April 16, 2018

**Attention: Mr. Craig Binning**

**SUBJECT: Notice of Award: F18-INF-2018-003 (Development Charge Study)**

-----  
We thank you for your Tender submitted on March 05, 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 works.

The price for the Works shall be in the amount of \$59, 950.00 Canadian dollars excluding taxes. The price is deemed to include the cost of all works necessary for the timely and satisfactory completion of the works in their entirety.

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

- Request for Tender Document dated, February 12, 2018
- Contractor Tender Response, dated March 05, 2018

When all of the Works are properly completed or when each stage of the work described is properly completed, the Contractor shall give the City an invoice for the amount due. The works or each stage of works shall be considered as being properly completed only when they are free from obvious defects.

**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)



## RAPPORT N° LOI2018-04-06

<b>Date</b>	16/04/2018
<b>Soumis par</b>	Jean-Luc Jubinville
<b>Objet</b>	Projet d'aménagement du parc Naturel Lavigne – Liste des travaux
<b># du dossier</b>	RO4 LAV

### 1) **NATURE / OBJECTIF :**

Le but du présent rapport est de présenter aux membres du conseil la liste des travaux qui seront effectués à l'intérieur du projet de réaménagement du parc naturel Lavigne.

### 2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

Lors du processus budgétaire 2018 le conseil municipal a octroyé une somme de 75 000\$ afin d'apporter des améliorations au parc Naturel Lavigne. Le conseil municipal a mandaté les Services communautaires de leur présenter une liste des travaux qui seront effectués avec ce montant.

### 3) **RECOMMANDATION DU SERVICE:**

**QUE** le comité plénier recommande au conseil municipal d'autoriser les Services communautaires de procéder avec le projet de développement du parc naturel Lavigne selon la liste des travaux présentés dans le rapport LOI2018-04-06, tel que recommandé

**THAT** the committee of the whole authorize the Community Services Department to proceed with the development project of the Lavigne Natural Park according to the proposed list of work presented in the report LOI2018-04-06, as recommend

### 4) **HISTORIQUE :**

Le parc naturel Lavigne situé au 3480 chemin Marcil à Bourget a été construit en 2008. Ce parc d'environ 110 acres permet aux amateurs de plein air et de nature de profiter de sentier de marche, de pistes de ski et de raquette en pleine forêt. L'achalandage du parc Naturel Lavigne a significativement augmenté dans les dernières années.

## 5) **DISCUSSION :**

### **Liste des aménagements proposés :**

Vous trouverez ci-dessous la liste des aménagements proposés pour le parc Naturel Lavigne ainsi qu'une courte description des travaux qui seront effectués.

<b>Priorités</b>	<b>Titre</b>	<b>Description</b>
1	Stationnement	Le stationnement sera agrandi de façon à accueillir un plus grand nombre d'utilisateurs. Le stationnement actuel est très restreint et peu accommodant. L'agrandissement permettrait de stationner entre 20 et 25 véhicules.
2	Infrastructure des sentiers	Les sentiers actuels seraient relocalisés au besoin et améliorés à l'aide d'ajout de ponceaux, d'élargissement des sentiers, des travaux de terrassement, etc.
3	Signalisation	L'ensemble de la signalisation sur les sentiers, dans le stationnement et en bordure des rues principales est désuet ou inexistant. La signalisation doit être repensée et modifiée.
4	Publicité / Marketing	Le parc naturel Lavigne est un joyau de la communauté qui doit se faire connaître. Des outils promotionnels doivent être mis en place (p.ex., création de cartes, création d'une image de marque, etc.)
5	Espaces de rassemblement	Construction d'un endroit couvert (p.ex., abri, pavillon, etc.) afin de créer un endroit pour s'asseoir et ainsi permettre aux familles et aux groupes utilisateurs de se rassembler.

### **Échéancier du projet :**

Les Services communautaires ont pour but d'effectuer les travaux au parc à l'automne 2018.

## 6) **CONSULTATION :**

Les Services communautaires ont créé un comité de 7 citoyens de la région. Ce comité a pour but de proposer aux Services communautaires des aménagements possibles à l'intérieur du parc. Les 7 membres du comité sont des utilisateurs réguliers du parc et possèdent une connaissance approfondie des besoins actuels pour le parc. Plusieurs d'entre eux ont également participé activement lors de l'aménagement initial du parc en 2008.

La liste d'aménagement proposé ci-haut fût construite suite à 3 rencontres avec le comité.

7) **RECOMMANDATION OU COMMENTAIRES DU COMITÉ :**  
N/A

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

Vous trouverez ci-dessous une estimation très rapide des coûts associés à chaque aménagement. L'ensemble des projets d'aménagement proposé totalise une somme de 75 000\$ soit le montant approuvé lors du processus budgétaire 2018.

<b>Priorités</b>	<b>Titre</b>	<b>Budget</b>
1	Stationnement	25 000\$
2	Infrastructure des sentiers	15 000\$
3	Signalisation	10 000\$
4	Publicité / Marketing	5 000\$
5	Espaces de rassemblement	20 000\$
	TOTAL	75 000\$

9) **IMPLICATIONS LÉGALES :**  
N/A

10) **GESTION DU RISQUE (RISK MANAGEMENT) :**  
N/A

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

12) **DOCUMENTS D'APPUI:**  
Aucun





## REPORT N° INF2018-022 Landfill Bylaw

<b>Date</b>	01/03/2018
<b>Submitted by</b>	Denis Longpré
<b>Subject</b>	Clarence-Rockland Waste Disposal Site – tipping fees
<b>File N°</b>	INF2018-022 Landfill Bylaw

### 1) **NATURE/GOAL :**

The purpose of this report is to propose a new by-law to regulate the Clarence-Rockland Waste Disposal Site, which include new landfill site user fees, and amend By-law No. 1998-57, which regulates the management, collection, removal and disposal of waste material in the City of Clarence-Rockland accordingly.

### 2) **DIRECTIVE/PREVIOUS POLICY :**

The Solid Waste Management Strategy was finalized in June 2015 and was approved by Council shortly thereafter under resolution 2015-169.

Among the key recommendations of this strategy are the establishment of a weigh scale at the municipal landfill site and an updating of the tipping fees. The Strategy recommended that the new tipping fees be developed in consideration of the City's waste diversion objective and nearby landfill sites.

In 2014, Council approved the purchase of the weigh scale and reconfiguration of the landfill site entrance. The reconfiguration is almost complete and the site will be ready in spring 2018.

### 3) **DEPARTMENT'S RECOMMENDATION :**

**THAT** the Committee of the Whole recommends that Council adopt the new proposed by-law to regulate the Clarence-Rockland Waste Disposal Site which amends By-law 1998-57 in order to repeal sections 8 and 9, and repeals By-law 2004-85; and

**THAT** the Committee of the Whole also recommends that Council adopt the new proposed tipping fees.

**THAT** the Committee of the Whole further recommends that the new proposed by-law and new proposed tipping fees come into effect on July 1, 2018.

**QUE** le Comité plénier recommande que le Conseil adopte le nouveau règlement proposé régissant le site d'enfouissement des déchets de Clarence-Rockland, qui modifie le Règlement 1998-57 afin d'abroger les sections 8 et 9 et abroge le Règlement 2004-85;

**QUE** le Comité plénier recommande que le Conseil adopte les nouveaux frais usagés proposés;

**QUE** le Comité plénier recommande aussi que le nouveau règlement proposé et les nouveaux frais usagés proposés, soient effectifs à compter du 1<sup>er</sup> juillet, 2018.

#### 4) **BACKGROUND :**

In 2015, the Solid Waste Management Strategy (SWMS) of the City of Clarence-Rockland identified the most efficient approaches to increase waste diversion within the municipality. The installation of a weigh scale at the municipal landfill was retained as one of the most effective means to increase waste diversion. The current method of estimating loads is defined as «imprecise» and may lead to potential revenue losses for the City. Among the proxy group used in the SWMS, Clarence-Rockland is the municipality with the highest incoming volume of waste still relying on volume measurements (cubic yards) to estimate the amount of incoming waste at its landfill site.

Current tipping fees have mostly remained unchanged since 1998 but landfilling costs (e.g. fuel, salaries, machinery, monitoring, etc.) have continued to increase with inflation. Revenues from tipping fees collected are no longer sufficient to offset costs related to the landfilling of material disposed by citizens or contractors at the landfill site and these costs are now partly subsidized using residential waste and recycling curbside collection fees.

Many other concerns have been brought forward by citizens in recent years, such as the limited opening hours, the closure of the household hazardous waste depot for the winter season and the inequity between those who properly sort their material and those who do not.

Staff took the opportunity to address these concerns in order to better adapt the new by-law (Attachment B).

#### 5) **DISCUSSION :**

##### ***Tipping Fees***

The proposed tipping fees, as presented in Schedule A of the by-law, have been adjusted to take into account the following realities and concerns:



- Users of the landfill site expect fees for diverted materials to be minimal or absent.
- Existing fees are insufficient to cover landfilling costs of disposed material, which is an inefficient operation of a user-pay system.
- Fees should be comparable to those of nearby accessible landfill sites.
- Fees should be modulated to encourage, by nature, the sorting of materials, with higher fees for disposal of material that can be easily diverted.
- Fees should allow for disposal of special waste that can be accepted at the site (asbestos, contaminated soils) but fees collected shall cover the full costs of disposal.

Table 1 below, shows tipping fees for residential, commercial and construction waste in place at nearby sites (as of May 2017).

**Table 1 –Tipping fees of residential, commercial and construction waste destined for landfill disposal in proximity of Clarence-Rockland**

Name	Accessible	Cost per tonne	Minimum tipping fee
	to C-R residents		
Trail Road (City of Ottawa)	Yes	\$108.00/t	\$10.80
Progressive Waste (Navan)	Yes	\$108.00/t	\$40.00
TES Springhill (Metcalf)	Yes	\$102.00/t	\$40.00
GFL Transfer Station (Vars)	Yes	\$92.81/t	\$20.00
<b>Clarence-Rockland (proposed)</b>	<b>Yes</b>	<b>\$90.00/t</b>	<b>\$20.00</b>
GFL (Moose Creek)	Yes	\$88.43/t	\$12.00

Full details regarding the proposed fee schedule is available in Schedule "A" of the proposed by-law.

The proposed \$90/tonne fee for residential, commercial and construction waste is based on the following justifications:

1. A fee comparable to nearby landfill sites is required to encourage diversion and prevent waste from outside the municipality to be disposed at the site.
2. While private sites adjust their rates once to twice a year, this exercise is less frequent for municipalities, while the costs of landfilling keep rising.
3. Some municipal sites with lower fees do not face the same operational issues as Clarence-Rockland. Some municipal sites have limited opening hours, such as only one hour per week in St-Bernardin.

Among the principal modifications from the existing tipping fee

schedule are the following:

- **Minimum Charge:** Presence of a minimum charge is important to limit unnecessary traffic at the site and create an incentive for users to consolidate their loads. This also ensures the costs of greeting these users are covered. An example of this type of strain on the operations is users visiting the site weekly for a handful of bags of waste. The proposed minimum charge of \$20 for users bringing waste to the site would lower traffic and create less congestion. Users affected by this change could be redirected to existing programs, such as bag tags and heavy item collection.
- **Mixed loads:** A higher fee would be required for loads where an excess of 10% of the volume is composed of material that could be diverted, such as cardboard or metal. This measure is put in place to encourage proper sorting of material for which diversion is easily accessible.
- **Surcharge:** The goal of the surcharge is to provide an economic incentive for haulers to ensure their loads are free of materials prohibited for landfilling. A surcharge will be required for items such as hazardous waste, tires, electronics and items with refrigerant for which diversion programs are currently in place and that are particularly harmful to the environment. A surcharge will also be required for contractors wishing for the landfill site to operate outside regular opening hours.
- **Administrative billing surcharge:** This surcharge is to be used when the user is unable to make a payment following exit of the scale and invoicing by mail is required.

### ***Opening Hours***

Numerous elements have prompted staff to consider the proposal of modifying the current hours of operation:

- Seasonality in user attendance creates congestion in spring/fall months while landfill site employees are not used at their full potential during winter months.
- Evolution from a volume-based fee to a weight-based fee will require discontinuing the existing contractor pre-paid permit program, which is expected to increase user attendance during regular opening hours, especially during high attendance periods.
- Frequent need for the employees to deny entry throughout the week demonstrates many citizens expect the landfill to be open on a more frequent and assiduous basis.

Full details regarding the proposed opening hours are available in schedule "B". Instead of being constant throughout the year, the landfill site would now have «summer» hours (April 1<sup>st</sup> to November 30<sup>th</sup>) and «winter» hours (December 1<sup>st</sup> to March 30<sup>th</sup> of the following year). Summer hours would consist of 24 hours/weekly spread over 4 days. Winter hours would consist of 16.5 hours/weekly spread over 3 days.

Under the new proposition and the landfill's Environmental Compliance Approval, the household hazardous waste depot will be open to the public year round during normal operating hours.

**Table 2 –Existing and Proposed Opening Hours for the Bourget Landfill Site**

<b>Current opening hours</b>	<b>New opening hours</b>
<b><i>Year round</i></b> Friday – 8:30AM to 5PM Saturday – 8:30AM to 5PM	<b><i>Summer (April 1<sup>st</sup> to November 30<sup>th</sup>)</i></b> Tuesday - 8:30AM to 12:30PM Thursday - 8:30AM to 12:30PM Friday – 8:30AM to 5PM Saturday – 8:30AM to 4PM
	<b><i>Winter (December 1<sup>st</sup> to March 31<sup>st</sup>)</i></b> Tuesday - 8:30AM to 12:30PM Friday – 8:30AM to 5PM Saturday – 8:30AM to 12:30PM

A possibility to open the site outside regular opening hours will be offered to contractors for special projects (e.g. demolition), but a surcharge fee will apply, as proposed in Schedule "A".

***Disposal services and prohibitions***

The range of services offered by the City of Clarence-Rockland at its landfill site is not expected to drastically change from the previous by-law. Here are a few clarifications brought forward by the new by-law:

- *Contractor permit system*: The contractor pre-paid permit system would be discontinued. Extended opening hours would lessen impacts on the contractors, as the need to purchase a permit at City Hall would be eliminated. This will also reduce the workload of the Client Services Center.
- *Not-for-profit*: Use of the site free of charge by not-for-profit organizations is to be determined by Director of Infrastructure and Engineering and shall require sorting of material and approval prior to disposal.

- *Hauler responsibility*: The hauler or driver shall be responsible for all material present in load, regardless of property of origin or client.
- *Asbestos*: Conditions, process and fees for the disposal of asbestos are clarified.
- *Contaminated soils*: Conditions, process and fees for the disposal of contaminated soils are clarified.
- *Prohibited materials*: While not significantly expanded, the list of prohibited material has been revised (Schedule C).

6) **CONSULTATION:**

N/A

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

N/A

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

No additional unbudgeted operating costs are expected with the proposed modifications.

In 2017, the landfill site generated \$221,921 in dumping fees revenues. Of these revenues, \$6,240 originates from the disposal of items with refrigerant, while the balance, \$215,681 are fees for waste to be landfilled. It is possible to convert revenues in an approximate volume:

$$215\,681\$ / 9.88\$/m^3 = 21\,830.06m^3 *$$

$$21\,830.06m^3 \times 0.28713t/m^3 = 6268t **$$

Because of an increase in the fees and of the repercussions on traffic and diversion, staff evaluates that incoming volumes will decrease between 30 and 40%.

	<b>Rate</b>	<b>Tonnage</b>	<b>Total revenues</b>
Scenario 1 (30%)	90\$/t	4,387.6t	397,884 \$
Scenario 2 (40%)	90\$/t	3,760.8t	338,472 \$

With the proposed fee of 90\$/tonne, the annual revenues from dumping fees are estimated to increase by \$122,791 to \$179,203 annually. Revenues collected above the budgeted amount for 2018 will be placed in the reserve for future capital needs.

\*9.88\$/m<sup>3</sup> is the existing fee for disposal at the landfill site

\*\*0.28713t/m<sup>3</sup> is a tested density rate for waste from the Florida Department of Environmental Protection

9) **LEGAL IMPLICATIONS :**  
N/A

10) **RISK MANAGEMENT :**

Use of the weigh scale to assess loads and updating the tipping fee schedule will help prolong the life expectancy of the landfill beyond the present projected closure date of 2054. This will allow the City to avoid costly transportation and tipping fees for curbside collected waste to be redirected to another landfill site.

Modifying the opening hours on a seasonal basis will allow for a better distribution of visits throughout opening hours and limit congestion on typically busy days.

Increasing the tipping fees will assist to cover disposal costs of material disposed by the users of the landfill site and could help limit the need for an increase in residential curbside collection user fee in the next few years.

11) **STRATEGIC IMPLICATIONS :**

The presence of the weigh scale and an update of the landfill tipping fees will help the City better track incoming wastes, ensure tipping fees are fairly applied to incoming loads, and provide the City with an economic tool for encouraging source-separation and waste diversion.

12) **SUPPORTING DOCUMENTS:**

- New proposed Fee Schedule
- New proposed By-law
- By-law 1998-57
- By-law 2004-85



**PROPOSED  
FEES, CHARGES AND SURCHARGES**

1. FEES

<u>Material Type</u>	<u>Current Rate</u>	<u>Minimum Charge</u>
Yard Waste	Free	N/A
Branches up to 12" in diameter	Free	N/A
Household Hazardous Waste	Free	N/A
Blue and black box recyclables	Free	N/A
Scrap metal (without refrigerants)	Free	N/A
Tires	Free	N/A
Textiles	Free	N/A
Electronics	Free	N/A
Bale wrapping	Free	N/A
Weigh only ticket	\$20.00 per ticket	\$20.00 per ticket
Items containing refrigerants	\$20.00 per item	\$ 20.00 per item
Cover alternative and concrete	\$45.00 per tonne	\$20.00
Construction wood	\$45.00 per tonne	\$20.00
Residential, Commercial, Construction and Demolition Waste (not defined as mixed loads)	\$90.00 per tonne	\$20.00
Mixed loads	\$135.00 per tonne	\$20.00
Contaminated soils	\$135.00 per tonne	\$20.00
Asbestos	\$ 300.00 per tonne	\$20.00 + surcharge

2. SURCHARGES

<u>Surcharge Type</u>	<u>Rate</u>	<u>Minimum Charge</u>	<u>Maximum Charge</u>
Extended opening hours	\$110 per hour	\$330 per day	N/A
Hazardous waste in load	\$10 per item	\$30 per load	\$300 per load*
Electronic waste surcharge	\$30 per item	\$30 per load	\$300 per load*
Refrigerant surcharge	\$30 per item	\$30 per load	\$300 per load*
Tires Surcharge	\$30 per tire	\$30 per load	\$300 per load*
Administrative billing surcharge	\$50 per visit	N/A	N/A

\*Does not include payment for removal and associated administrative surcharge of 25%, if required.

3. In the event the scale is not operable, fees shall be calculated using a ratio of 0.2 tonnes per cubic meter for uncompressed loads and 0.4 tonnes per cubic meters for compressed loads.





# THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

## BY-LAW NUMBER 2018-xx

### BEING A BY-LAW TO REGULATE THE MANAGEMENT OF THE CLARENCE-ROCKLAND WASTE DISPOSAL SITE.

**WHEREAS** Section 11 (3) 3 of the *Municipal Act, 2001*, S.O. 2001, c.25 provides that a municipality may pass by-laws respecting matters within the sphere of jurisdiction of waste management;

**AND WHEREAS** Section 391 of the *Municipal Act, 2001* provides that a municipality may pass by-laws imposing fees or charges on any class of persons, for services or activities provided or done by or on behalf of it and for the use of its property including property under its control;

**AND WHEREAS** the Council of the Corporation of Clarence-Rockland deems it expedient to adopt a by-law to regulate the management of the Clarence-Rockland Waste Disposal Site;

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

#### DEFINITIONS

1. In this by-law:

“administrative billing fee” means fees that are incurred because of the inability of a customer to pay on site, upon exiting the scale;

“ammunition” means projectiles such as cartridges, bullets and shot shells, together with their fuses and primers, that can be fired from guns or otherwise propelled, but excludes empty shells or spent ammunition;

‘asbestos waste’ means waste that results from the removal of asbestos-containing construction or insulation materials or the manufacture of asbestos-containing products and contains in weight, more than 1% of asbestos fibres;

“ashes” means the residue from burnt materials;

“bale wrapping” means plastic wrapping used for the purpose of wrapping silage hay bales as accepted by subcontracted collector, and excludes any other farm plastics, such as but not limited to plastics for bunker silos;

'branches' means elements of trees exterior to the ground surface, excluding leaves, fruits or nuts that are off branches, and excluding stumps or roots;

'black box material' means recyclable material accepted for curbside collection in Clarence-Rockland which are made of paper, cardboard or any other acceptable fiber, as modified from time to time;

'blue box material' means recyclable material accepted for curbside collection in Clarence-Rockland which are made of glass, plastic, or metal, including gabletop containers, as modified from time to time;

"City" means the municipal corporation of the City of Clarence-Rockland or the geographic area of the City of Clarence-Rockland, as the context requires;

"compressed load" means any waste brought to the site that has been compressed using a mechanical method, including but not limited to a packer, a baler or heavy equipment such as a backhoe;

"concrete" means a clean, hardened mixture of rock and sand, and excludes concrete mixed with other debris of noticeable size, such as wood or metal, and excluding any asbestos containing material;

"construction wood" means woody material originating from construction, demolition and renovation projects, exempt of any other debris with the exception of nails and screws, and excluding any branches, stumps, roots or trunks;

"contaminated soil" means soil containing any substances with the potential to adversely affect immediate or surrounding areas, as defined in Ontario reg. 347, and as modified from time to time;

"Council" means the Council of the City of Clarence-Rockland;

"cover alternative" means material that without any required transformation, is available for use as an alternative cover for waste, in accordance with the terms and requirements of the landfill site's Environmental Compliance Approval, and as modified from time to time;

"designated landfill" means the area of the landfill that is engineered to receive waste within the limits of the approved Environmental Compliance Approval;

"Director of Infrastructure and Planning" means the Director of Infrastructure and Planning or his/her delegate;

"Environmental Compliance Approval" means all certificates, permits and approvals required by the Province of Ontario and issued by the Ministry of the

Environment and Climate Change, for the undertaking of activities, pursuant to Part II.1 of the Environmental Protection Act and its regulations, as amended.

“Electronics” means electronic items as defined by Phase 1 of the Waste Electrical Electronics Equipment (WEEE) Program and include: laptop computers, desktop computers, and peripherals such as keyboards and mice, monitors, desktop printers, disk drives, printers, fax machines and televisions, as modified from time to time;

“explosives” means any material or item that causes a sudden, almost instantaneous, release of gas, heat, and pressure, accompanied by loud noise when subjected to a certain amount of shock, pressure, or temperature including, but not limited to, road flares, dynamite, fireworks, etc.

“Extended opening hours” means opening hours outside regular opening hours for which a fee has to be paid in order for the site to be operational and open for waste disposal for contractors and shall be limited between Monday and Thursday, 8AM to 4PM, excluding statutory holidays and regular opening hours;

“hazardous waste” means any material, which is so designated or restricted within the meaning of any Federal or Provincial statute or regulation;

“household hazardous waste” means any household product, material, or item labelled as “hazardous”, “toxic”, “explosive”, “ignitable”, “corrosive”, “reactive” or “flammable”, that was generated by a household, a small business or a farm in a quantity lower to 100kg per month;

“items with refrigerant” means an appliance or container containing refrigerant in liquid or gaseous form, including any part of such appliance or container, as defined in reg.463/10, and as modified from time to time;

“landfill ban” means a legislative measure taken to forbid landfilling of any material, whether directly or indirectly;

“landfill site attendant” means a staff person appointed to manage the landfill site;

“liquid waste” means any waste that is in liquid state or has the potential to transform to liquid state under any weather conditions, including, but not limited to, any snow, ice or frozen liquid waste;

“Manager” means the person appointed to the position of managing the landfill site and includes any person appointed or designated to act on his or her behalf;

“material recovery facility” means a facility where collected recyclables are sorted;

“metal” means any item composed of any metallic composite in excess of 60% of its total weight.

“mixed load” means a load destined to landfilling containing in excess of 10% of material for which diversion is possible and a diversion program is accessible, such as, but not limited to, curbside collection, return to retailers program or depots including the all depots present at the landfill site, and including diversion programs for which a fee is be required.

“not-for-Profit organization” means an organization incorporated as such under the *Not For Profit Corporations Act* and that is operated in a manner as to not provide any personal revenues or advantages to its members;

“officer” means a person duly appointed by a by-law of the City to administer and enforce the provisions of this by-law;

“pathological waste” means waste that is:

- a) any part of the human body, including tissues and bodily fluids, but excluding extracted teeth, hair, nail clippings and the like,
- b) any animal carcass or part of, with the exception of kitchen waste,
- c) non-anatomical waste infected with a communicable disease,
- d) medicines, drugs or syringes, and
- e) bandages, dressings or other infected materials;

“pharmaceutical” means any product manufactured as a medicinal drug or natural medicinal product;

“refrigerant” means any liquid or gases used in the purpose of cooling, regardless of the specific mechanism for cooling or nature of product.

“recyclable material” means a material for which diversion is possible or required by any level of government, or for which an accessible diversion program is place, such as but not limited to, curbside collection, return to retailers program or depots including the all depots present at the landfill site.

“regular opening hours” means opening hours as defined in Schedule B, and shall not include extended opening hours as defined in this by-law;

“scavenge” means removal of any discarded material from the landfill site, unless authorized by a resolution from Council;

“sewage” means any type of wastewater or any type of solidified material created by the removal of liquid from waste water, and include animal and human excrement;

“sharps” includes used and unused hypodermic needles, syringes, insulin pen tips, lancets and glass pipe stems;

“sludge” means any material in a semi-solid state;

“textile” means any material made of fabric and accepted for textile diversion, such as used clothing and curtains, but excluding fabrics stained with blood, oil or gasoline.

“tires” mean a primary rubber component that is designed to surround a rim of a motor vehicle, excluding tracks.

“uncompressed load” means a load for which the content has not been compressed using a mechanical method.

“yard waste” means organic waste originating from the maintenance of lawn and vegetation on residential properties, including leaves, hedge clippings, grass clippings, weeds, nuts, fruits, garden plants, house plants and branches less than 4 inches in diameter and 4 feet in length, but excluding rocks, sod, soil and stumps.

“waste” means anything discarded at the landfill site;

“waste hauler” means any vehicle transporting waste or recyclable materials at the Clarence-Rockland Waste Disposal Site, for which the responsible individual for all incoming materials will be deemed the driver.

## INTERPRETATION

1. (1) This by-law includes Schedules “A” (Tipping fees), “B” (Hours of operation), “C” (Prohibited materials), and these Schedules are hereby declared to form part of this by-law.
- (2) All legislation and regulations referenced herein are Ontario provincial laws, as amended, unless noted otherwise.
- (3) In this by-law, the word “metre” shall be represented by the abbreviation “m”, the word “kilogram” shall be represented by the abbreviation “kg”, the word “litre” shall be represented by the abbreviation “l”, the word “centimetre” shall be represented by the abbreviation “cm”, the words “cubic metre” shall be represented by the abbreviation “m<sup>3</sup>”, the word ‘ton’ shall be represented by the abbreviation “t”.
- (4) In this by-law, a word interpreted in the singular number has a corresponding meaning when used in the plural.

- (5) The headings inserted in the by-law are for convenience of reference only and shall not affect the construction or interpretation of this by-law.
- (6) The provisions of the by-law are severable. If any provision, Section or word is held to be invalid or illegal, such invalidity or illegality shall not affect or impair any of the remaining provisions, Sections or words.

## PART I DISPOSAL SERVICES

### WASTE PROCESSING FACILITY

2. (1) The City of Clarence-Rockland shall operate a solid waste disposal site, located at 2335 Lalonde Rd in Bourget and named Clarence-Rockland Waste Disposal Site, in accordance with its Environmental Compliance Approval as amended from time to time and in accordance with the provisions of this Part.
- (2) The City of Clarence-Rockland shall operate a household hazardous waste depot, located at 2335 Lalonde Rd, in accordance with its Environmental Compliance Approval as amended from time to time and in accordance with the provisions of this part.

### DIRECTOR OF INFRASTRUCTURE AND PLANNING

3. (1) All City of Clarence-Rockland disposal facilities and household hazardous waste depots shall be maintained and operated under the direction and the responsibility of the Director of Infrastructure and Planning and shall be operated in conformity, with all applicable regulations of the *Environmental Protection Act* and of any other applicable laws or regulations of Ontario and of Canada.
- (2) The provisions of this Part shall be administered and enforced by the Director of Infrastructure and Planning.

### FEES

4. The City prescribes the fees and charges for the use of the Clarence-Rockland Waste Disposal Site Facility as set forth in the current User Fees and Charges By-law.
5. Upon enacting this by-law, all privileges of disposal without payment of prescribed fees previously granted shall be null and void.

6. Prescribed fees and charges shall not apply to waste generated by the operations of any departments of the City of Clarence-Rockland, but shall apply to any subcontractors performing work for the City, with the exception of the subcontractor in charge of waste collection.
7. The Director of Infrastructure and Planning may, at his discretion, grant a fee exemption by providing a written permission to a not-for-profit organization if the following requirements are met:
  - (1) A written request must be submitted to the Director of Infrastructure and Planning at least twenty-one (21) days prior to the date the service is required.
  - (2) All waste deposited at the site shall be free of any recyclable material, hazardous waste or any material prohibited from landfilling as per **Schedule "C"**.

#### HOURS OF OPERATION

8. The Clarence-Rockland Waste Disposal Site shall be open to the public at times set forth in **Schedule "A"**.
  - (1) Notwithstanding Section 8, the Director of Infrastructure and Planning reserves the right to close the landfill site on any day without prior notice, should safety or environmental reasons prompt him or her to do so.
  - (2) Notwithstanding Section 8, the Director of Infrastructure and Planning is authorized to temporarily adjust the opening hours under special circumstances providing that appropriate public notice is provided.
  - (3) Notwithstanding Section 8, the Director of Infrastructure and Planning is authorized to open the site outside of regular hours upon granting an extended hours landfill permission in accordance with the following:
    - a. A written request must be submitted to the Director of Infrastructure and Planning at least ten (10) business days prior to the date the service is required.
    - b. All surcharges related to extended opening hours of the site shall be paid for at least three (3) days prior to the date the service is required.
    - c. Only services related to disposal will be offered during extended opening hours. No recycling or diversion services, such as, but not limited to, the household hazardous waste depot, will be offered.

## SPEED LIMIT

10. (1) The speed limit for vehicles traveling within the limits of the landfill site shall be of twenty (20) kilometers per hour.
- (2) No person shall exceed the speed limit set out in subsection (1) within the limits of the Clarence-Rockland Waste Disposal Site.

## PRINCIPLES OF ENGINEERING

11. The Director of Infrastructure and Planning shall utilize the principles of engineering in the landfill site to confine the waste to the smallest practical area and to cover the waste with a layer of suitable material as frequently as may be necessary in order to ensure that nuisances or dangers to human health, public safety or the environment are not created by the unloading or disposing of waste.

## USE OF THE FACILITY AND LIABILITY EXCLUSION

12. (1) A person operating a vehicle carrying waste intending to deliver said waste to the Clarence-Rockland Waste Disposal Site shall ensure that the vehicle load is properly secured and covered with a tarp, if necessary to prevent littering along the roads and at the landfill, prior to unloading, depositing or disposing of waste.
- (2) No person unloading, depositing or disposing of waste at the Clarence-Rockland Waste Disposal Site shall fail to unload, deposit, or dispose of the waste so as to confine the waste to the smallest possible area.
- (3) All loads shall be unloaded from the back of the trailer or vehicle as to confine the waste as far away to the traveling area as possible.
- (4) Any person entering upon the Clarence-Rockland Waste Disposal Site does so at his/her own risk and he/she and the owner of any vehicle brought upon such facility shall save the City harmless from any damages or claims whatsoever to themselves or their property or to any other person or property whatsoever arising from such person's negligence or otherwise.
- (5) The driver of the vehicle carrying the load to be disposed shall be fully responsible of all material within the load. Any surcharge fees, if any, shall be paid upon exiting the site.
- (6) Users of the site shall comply to the Landfill site attendant's instructions, including location for disposal of waste and acceptability of material for disposal.



- (7) All children 12 years of age and younger, as well as all animals, shall not exit the passenger area of the vehicle on the property of the landfill site. This shall not apply to children that are accompanied by an adult to visit the washrooms of the scale house, providing that the customer's vehicle is parked in the designated parking space.

## PROHIBITION AND OFFENCES

13. No person shall at the Clarence-Rockland Waste Disposal Site:

- (1) Unload any vehicle that is carrying waste in any area of the Clarence-Rockland Waste Disposal Site without the prior approval of the Manager or Landfill site attendant whose decision shall be final and binding;
- (2) Unload any waste in an area not designated by the Manager or Landfill site attendant as being suitable for the reception of such waste, and in particular shall not deposit waste at the gate or entrance of the Clarence-Rockland Waste Disposal Site;
- (3) Unload or dispose of waste in any part other than in the designated landfill;
- (4) Neglect or refuse to provide proof of the origin of waste tendered for disposal when such is demanded;
- (5) Unless authorized by a resolution, pick over, scavenge, salvage, incinerate, remove, burn or scatter any waste in any area of the Clarence-Rockland Waste Disposal Site;
- (6) Enter for the purpose of unloading or disposing of any materials without first having the vehicle weighed on the weigh scales of the Clarence-Rockland Waste Disposal Site, as directed by the scale attendant, and paying the required fee, unless the materials are accepted at the diversion area designated to receive materials prior to the weighing of vehicles.
- (7) Enter by vehicle or on foot during those hours when the Clarence-Rockland Waste Disposal Site is not open to the public, unless written permission is granted by the Director of Infrastructure and Planning;

## PROHIBITED MATERIALS

14. No person shall, at the Clarence-Rockland Waste Disposal Site, deposit any of the following materials:

- (1) sludge from septic tanks or septage;
- (2) highly flammable or volatile substances, including ashes.

- (3) the carcass of any animal or part thereof save bona fide kitchen waste;
- (4) hauled sewage (excluding dewatered sludge, dried incinerated sludge and grits and screenings);
- (5) sewage, human or animal excrement, with the exception of domestic animal excrement which has been properly packaged in a closed container such as a plastic bag with the open end tied off;
- (6) explosive material;
- (7) ammunition, firearms and explosives
- (8) pharmaceuticals or dangerous chemical waste;
- (9) pathological waste;
- (10) liquid waste;
- (11) sharps
- (12) any dangerous and hazardous material such as poisons, hot live ashes, caustics, acids, pesticides, herbicides, radioactive material, industrial process sludge, biomedical waste, substances which may cause personal or environmental problems;
- (13) material originating from a material recovery facility (MRF), unless material is defined as residue and authorized by Director of Infrastructure and Planning;
- (14) live animals or birds.
- (15) any material under a landfill ban from any level of government to which the jurisdiction of the City of Clarence-Rockland is subject.
- (16) any material deposited with the intent to damage any vehicle.
- (17) any waste that is suspected to have been or has been generated outside the boundaries of the City of Clarence-Rockland or for which proof of origin cannot be provided upon request.
- (18) any waste that the Director of Infrastructure and Planning assesses should not be landfilled for precautionary reasons or because of a lack of information regarding the material.

## ASBESTOS

15. No person shall transport, unload or dispose of asbestos, unless such transporting, unloading or disposal is in accordance with the following conditions:
- (1) Said person is fully in compliance with Regulation 347 (Environmental Protection Act) section 17, including required training and certification necessary to deal with transportation and handling of asbestos waste.
  - (2) All asbestos must be contained in a rigid, impermeable, sealed container of sufficient strength to accommodate the weight and nature of the waste. If the container is a cardboard box, the waste must be placed in a polyethylene bag placed within the box. The container must be free from punctures, tears or leaks. The external surface of the container and the vehicle used for the transport of the asbestos waste must be free from asbestos waste;

- (3) During unloading, the packaged asbestos waste materials shall be handled individually and care taken to place the package in the designated area to avoid spillage. This unloading shall be the responsibility of the contractor and shall not be done by a landfill facility operator or an unqualified/unlicensed person;
- (4) The unloading shall only be done in the presence of a landfill facility operator to ensure that no loose asbestos or broken containers are unloaded and that no airborne particulate is generated;
- (5) In the event that loose asbestos or broken containers are found, the haulage vehicle operator shall repackage the material with additional containers or bags provided on his vehicle;
- (6) At no time when the asbestos is unloaded or when cover material is backfilled on the asbestos until cover reaches normal grade, shall there be presence of any citizens, contractors or municipal employee unrelated to the disposal of asbestos within a radius of two hundred and fifty (250) meters from outer radius of the excavation hole for disposal of asbestos. This shall not apply to the municipal employee responsible for the supervision of asbestos disposal.
- (7) The contractor bringing the asbestos to the landfill site shall be responsible to contract the excavation of the hole necessary for the landfilling of the asbestos material, as well as backfilling of the hole following disposal of asbestos material. The hole shall be dug at a location prescribed by municipal staff, and at a time determined by municipal staff.
- (8) The Director of Infrastructure and Planning shall be contacted five (5) business days prior to delivery. The Director of Infrastructure and Planning shall prescribe the date and time at which the asbestos shall be brought to the Clarence-Rockland Waste Disposal Site.
- (9) The Director of Infrastructure and Planning reserves the right to limit or refuse the acceptance of asbestos at the Clarence-Rockland Waste Disposal Site. His decision shall be final and binding.
- (10) The person responsible for the disposal of asbestos shall pay any applicable surcharge for special opening of the site.

## CONTAMINATED SOILS

16. No person shall transport, unload or dispose of contaminated soils, unless such transporting, unloading or disposal is in accordance with the following conditions:

- (1) A complete engineering report with the origin of the soil and the level of all possible contaminants level in the soil, as defined by Ontario Reg. 347, is provided to the Director of Infrastructure and Planning at least four (4) weeks prior to the transporting of the material at the site.
- (2) A leachate test is conducted on the soil sample and provided to the Director of Infrastructure and Planning.
- (3) Results from the engineering report must confirm the soil is defined as non-hazardous waste under Ontario reg. 347.
- (4) The person is advised in writing by the Director of Infrastructure and Planning that the soil is acceptable at the Clarence-Rockland Waste Disposal Site.
- (5) The soil shall not be mixed with any other material, such as waste or boulders, upon arrival on site.
- (6) The Director of Infrastructure and Planning reserves the right to refuse any soil of suspicious origin or nature, regardless of presence or attested presence of contamination or not.

#### REFUSAL RIGHTS

17. (1) The City reserves the right to refuse to accept for disposal any material of a questionable nature or origin.
- (2) Despite subsection (1), under special or emergency conditions, the Director of Infrastructure and Planning may accept wastes which have been approved by the Ministry of the Environment.

## **PART II ENFORCEMENT**

#### **ENFORCEMENT**

18. The administration and enforcement of this by-law shall be pursuant to the provisions of this by-law.

#### DISPOSAL OF UNACCEPTABLE MATERIAL

19. A person who disposes of or deposits unacceptable material at the Clarence-Rockland Waste Disposal Site shall be responsible for its immediate removal and clean up as well as the payment of any and all associated fines imposed by the Ministry of the Environment and Climate Change.

20. Failure to remove unacceptable material in a prompt and complete manner shall result in payment of removal costs in addition to a 25% administrative surcharge of the costs.

#### PENALTY

21. Any person who contravenes any provision of this by-law is guilty of an offence and upon conviction thereof is liable to a fine of not more than \$10,000.00 for a first offence and \$25,000.00 for any subsequent offence, except that where a corporation is convicted of an offence the maximum penalties shall be \$50,000.00 for the first offence and \$100,000 for any subsequent offence.

#### PROHIBITION ORDER

22. When a person has been convicted of an offence under this by-law, the Ontario Court of Justice (Superior Court) of the United Counties of Prescott-Russell, or any court of competent jurisdiction thereafter, may, in addition to any penalty imposed on the person convicted, issue an Order prohibiting the continuation or repetition of the offence or the doing of any act or thing by the person convicted directed toward the continuation or repetition of the offence.

#### SHORT TITLE

23. This by-law may be referred to as the Clarence-Rockland Waste Disposal Site By-law.

#### REPEAL AND AMENDMENT

24. THAT By-law No. 1998-57 be amended by repealing sections 8 and 9;

25. THAT By-law No. 2004-85 be repealed.

#### EFFECTIVE DATE

24. This by-law shall come into force and take effect on July 1<sup>st</sup> 2018.

ENACTED AND PASSED ON THIS xxth DAY OF \_\_\_\_\_, 2018.

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Guy Desjardins, Mayor

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Monique Ouellet, Clerk

## **SCHEDULE "A"**

### **OPENING HOURS**

1. The City shall open the site for use by the public during the following hours:

- (1) From April 1<sup>st</sup> to November 30<sup>th</sup> of every year:

Tuesdays from 8:30 a.m. to 12:30 p.m.  
Thursdays from 8:30 a.m. to 12:30 p.m.  
Fridays from 8:30 a.m. to 5:00 p.m.  
Saturdays from 8:30 a.m. to 4:00 p.m.

- (2) From December 1<sup>st</sup> to March 31<sup>st</sup> of every year:

Tuesdays from 8:30 a.m. to 12:30 p.m.  
Fridays from 8:30 a.m. to 5:00 p.m.  
Saturdays from 8:30 a.m. to 12:30 p.m.

Should the site be open on December 24<sup>th</sup> or 31<sup>st</sup> of any year, it shall close at 12:30 p.m. on that day.

2. The Clarence-Rockland Waste Disposal Site shall be closed on the following holidays:

- (1) New Year's Day
- (2) The Day after New Year's Day
- (3) Family Day
- (4) Good Friday
- (5) Easter Monday
- (6) Victoria Day
- (7) Canada Day
- (8) Civic Holiday
- (9) Labour Day
- (10) Thanksgiving
- (11) Remembrance Day
- (12) Christmas
- (13) Boxing Day

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

**BY-LAW NO. 2004-85**

**BEING A BY-LAW TO AMEND BY-LAW NUMBER 1998-57 ESTABLISHING USER FEES AT THE MUNICIPAL LANDFILL SITE.**

**WHEREAS** the Municipal Act, 2001 permits the municipalities to impose user fees;

**AND WHEREAS** Municipal Council has held a public meeting on June 2<sup>nd</sup>, 2004 for the establishment of new rates for the landfill site;

**AND WHEREAS** Municipal Council deems it expedient to adopt new rates, as recommended;

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

1. That By-law number 1998-57 is hereby amended to include
  - a) Schedule "B" attached hereto and forming part of this By-law;
2. That this By-law shall come into force on the date of passing thereof.

**READ AND ADOPTED IN OPEN COUNCIL THIS 8<sup>th</sup> DAY OF JUNE 2004.**

  
for **RICHARD LALONDE, MAYOR**

  
**DANIEL GATHEN, CLERK**



Annexe "B" au Règlement numéro 2004-85  
 Schedule "B" to By-Law Number 2004-85

**TARIFS - SITE D'ENDOUISSEMENT  
 USER FEES - LANDFILL SITE**

Catégorie Category	Description	Pied (haut) Feet (high)	Pied (large) Feet (wide)	Pied (long) Feet (long)	Montant Amount
1	Automobile				\$2.00
2	Fourgonnette / Camionnette Van / Pick-up	3	4	8	\$20.00
3	Camion - 1 essieu (1 - 7 tonne) Truck - 1 axle (1 - 7 ton)	4	8	8	\$70.00
		4	8	10	\$90.00
		4	8	12	\$105.00
4	Camion à benne - 2 essieux Tandem - double axle	4	8	14	\$125.00
		4	8	15	\$135.00
		4	8	16	\$145.00
5	Camion à benne - 3 essieux / Tri-axe	4	8	17	\$150.00
		4	8	18	\$160.00
		4	8	19	\$170.00
		4	8	20	\$180.00
		4	8	21	\$190.00
6	Camion remorque ou contenant métallique Truck Trailer or metal container	\$11.00 du pied linéaire \$11.00 per liner foot			
7	Remorque / Trailer	3	4	8	\$20.00
		3	6	8	\$30.00
		3	8	8	\$55.00



Catégorie Category	Description	Pied (haut) Feet (high)	Pied (large) Feet (wide)	Pied (long) Feet (long)	Montant Amount
		3	8	10	\$65.00
		3	8	12	\$80.00
7	Remorque (suite) / Trailer (continued)	3	8	14	\$95.00
		3	8	16	\$105.00
8	Remorque "Pup" / Pup Trailer	4	8	12	\$105.00
		4	8	14	\$125.00
		4	8	16	\$145.00
	<b>Pneus / Tires</b>				
9	Auto et camion léger sans jante Car & light truck without rim				\$2.00
	Auto et camion léger avec jante Car & light truck with rim				\$5.00
	Camion lourd Heavy truck				\$10.00
	Camion lourd / Heavy Truck (super simple-largeur double)				\$18.00
	Machinerie agricole (diamètre extérieur) Farm Machinery (outside diameter)				\$1.00 du pouce \$1.00 per inch
	Pneu industriel (diamètre extérieur) Industrial tire (outside diameter)				\$2.00 du pouce \$2.00 per inch
10	Appareils ménagers (sans preuve légale que le CFC a été retiré d'une façon saine pour l'environnement) Appliances (without legal proof that CFC has been safely removed for environment)				\$20.00
11	Appareils ménagers (avec preuve légale que le CFC a été retiré d'une façon saine pour l'environnement) Appliances (with legal proof that CFC has been safely removed for environment)				\$5.00

Catégorie Category	Description	Pied (haut) Feet (high)	Pied (large) Feet (wide)	Pied (long) Feet (long)	Montant Amount
12	Appareils lourds / Heavy objects (sofa, chaise, matelas, laveuse, sècheuse etc) (sofa, chair, mattress, washer, dryer etc)				\$5.00
13	Autres / Bonbonne de propane Other / Propane tank				\$1.00
	Autres / Réservoir d'eau chaude Other / Hot water tank				\$5.00
14	Produits dangereux Hazardous waste				Gratuit No Charge
15	Produits compostables <sup>1</sup> Compost material <sup>1</sup>				Gratuit No Charge
16	Sable et/ou pierre bon pour le recouvrement des déchets Sand and/or gravel to cover garbage				1/2 du taux applicable 1/2 of applicable rate

Note 1: Tout ce qui est matière compostable est gratuit à l'exception du matériel contaminé et les souches. Le matériel contaminé et les souches seront chargés selon les taux applicables.

All compost materials, except for contaminated matter and tree stumps, will be accepted free of charge. Contaminated matter and tree stumps will be charged according to applicable rates.

Note 2: Le surveillant du dépotoir se réserve le droit d'estimer la quantité approximative de la charge et d'exiger un tarif correspondant à ¼, ½ ou ¾ du tarif indiqué plus haut.

The landfill site operator reserves the right to estimate the approximate quantity of the load and charge up to ¼, ½ ou ¾ of the above-mentioned rate.

Note 3: Toute personne qui désire obtenir des pneus du site d'enfouissement pour des fins agricoles doit:

- enregistrer avec le surveillant le montant de pneus qu'il retire du site;
- attester que ces pneus ne seront pas entreposés de façon à nuire l'aspect esthétique des environs;
- s'assurer que l'entreposage ne présente aucun danger environnemental; ce certificat autorise cette personne à retourner gratuitement le même montant de pneus au site.

Anyone who wishes to obtain tires from the landfill site for farming purposes must:

- register the number of tires taken from the site with the supervisor;
- attest that these tires will not be stored in any way as to affect the aesthetic look of the area;
- ensure that the storage area does not represent any environmental danger; the certificate authorizes the holder to return the same amount of tires at no charge to the landfill site.

CÉDULE DES COÛTS D'USAGERS  
RÈGLEMENT Nu.2004-85

	Actuel	Proposer	Pied (haut)	Pied (large)	Pied (long)	pied 3	m3	% vide(75%)	coût/m3	Coûts
Automobile	\$ 2.00	\$ 2.00								
Fourgonnette / Camionnette	\$ 20.00	\$ 20.00	3	4	8	96	2.72	2.04	\$ 13.30	\$ 27.10
Camion 1 à 5 tonnes	\$ 50.00									
Camion plus grand 5 tonnes (2 essieux)	\$ 80.00									
<b>Camion 1 à 7 tonnes (1 essieu)</b>		\$ 70.00	4	8	8	256	7.24	5.43	\$ 13.30	\$ 72.27
		\$ 90.00	4	8	10	320	9.06	6.79	\$ 13.30	\$ 90.33
		\$ 105.00	4	8	12	384	10.87	8.15	\$ 13.30	\$ 108.40
Camion à benne, 3 essieux	\$ 175.00									
<b>Camion à benne, 2 essieux (Tandem)</b>		\$ 125.00	4	8	14	448	12.68	9.51	\$ 13.30	\$ 126.47
		\$ 135.00	4	8	15	480	13.58	10.19	\$ 13.30	\$ 135.50
		\$ 145.00	4	8	16	512	14.49	10.87	\$ 13.30	\$ 144.53
Camion à benne, 4 essieux	\$ 225.00									
<b>Camion à benne, 3 essieux (Tri axle)</b>		\$ 150.00	4	8	17	544	15.40	11.55	\$ 13.30	\$ 153.57
		\$ 160.00	4	8	18	576	16.30	12.23	\$ 13.30	\$ 162.60
		\$ 170.00	4	8	19	608	17.21	12.90	\$ 13.30	\$ 171.63
		\$ 180.00	4	8	20	640	18.11	13.58	\$ 13.30	\$ 180.67
		\$ 190.00	4	8	21	672	19.02	14.26	\$ 13.30	\$ 189.70
<b>Camion remorque et contenants métallique</b>	\$ 500.00	\$ 500.00	5	8	45	1800	50.94	38.21	\$ 13.30	\$ 508.13
			<b>\$11.00 du pied.</b>							
Remorques utilitaires 4'x8' ou moins										
Essieu simple	\$ 20.00									
Double essieux	\$ 30.00									
<b>Remorques</b>		\$ 20.00	3	4	8	96	2.72	2.04	\$ 13.30	\$ 27.10
		\$ 30.00	3	6	8	144	4.08	3.06	\$ 13.30	\$ 40.65
Remorques commerciales plus grand que 4'x8'										
Essieu simple	\$ 50.00									
Double essieux	\$ 75.00									
Remorque "Pup"	\$ 100.00									
<b>Remorques</b>		\$ 55.00	3	8	8	192	5.43	4.08	\$ 13.30	\$ 54.20
		\$ 65.00	3	8	10	240	6.79	5.09	\$ 13.30	\$ 67.75
		\$ 80.00	3	8	12	288	8.15	6.11	\$ 13.30	\$ 81.30
		\$ 95.00	3	8	14	336	9.51	7.13	\$ 13.30	\$ 94.85
		\$ 105.00	3	8	16	384	10.87	8.15	\$ 13.30	\$ 108.40
Remorque "Pup"	\$ 100.00	\$ 105.00	4	8	12	384	10.87	8.15	\$ 13.30	\$ 108.40
		\$ 125.00	4	8	14	448	12.68	9.51	\$ 13.30	\$ 126.47
		\$ 145.00	4	8	16	512	14.49	10.87	\$ 13.30	\$ 144.53
Pneu										
automobile et camion léger sans jante	\$ 2.00	\$ 2.00								
automobile et camion léger avec jante	\$ 5.00	\$ 5.00								
camion lourd	\$ 3.00	\$ 10.00								
camion lourd (Super simple - largeur double)	\$ -	\$ 18.00								
machinerie agricole	\$ 5.00									\$1.00 du pouce (diamètre extérieur - O.D.)
pneu industrielle	\$ 5.00									\$2.00 du pouce (diamètre extérieur - O.D.)

Appareils ménagers	\$ 20.00	\$ <b>20.00</b>	Sans preuve légale que le CFC a été retiré d'une façon saine pour l' environnement
Appareils ménagers	\$ 5.00	\$ <b>5.00</b>	Avec preuve légale que le CFC a été retiré d'une façon saine pour l' environnement
Appareils lourds	\$ 5.00	\$ <b>5.00</b>	Sofa, chaise, matelas, poêle, laveuse, sècheuse
Autres	\$ 1.00	\$ <b>1.00</b>	Bonbonne de propane
	\$ 5.00	\$ <b>5.00</b>	Réservoir d' eau
Produits dangereux	Gratuit	<b>Gratuit</b>	
Produits compostables	Gratuit	<b>Gratuit</b>	Tout ce qui est matière compostable est gratuit, à l' exception du matériel contaminé et les souches.
Sable et ou Pierre bon pour le recouvrement des déchets	N/A	<b>1/2 prix</b>	

Notes 1: Le surveillant du dépotoir se réserve le droit d'estimer la quantité approximative de la charge et demander un tarif correspondant à ¼, ½, ¾ du tarif inscrit plus haut.

Notes 2: Toute personne qui voudrait obtenir des pneus du dépotoir pour fin agricole, doit 1) enregistrer avec le surveillant le montant de pneu qu'il retire du dépotoir, 2) attester que ces pneus ne seront pas entreposés de façon à nuire à l'aspect esthétique des environs et 3) que cet entreposage ne présente aucun danger pour l'environnement. Ce certificat autorise cette personne à retourner gratuitement le même montant de pneus au dépotoir.

**THE CORPORATION OF THE  
CITY OF CLARENCE-ROCKLAND  
BY-LAW NUMBER 1998-57**

**LA CORPORATION DE LA CITÉ  
DE CLARENCE-ROCKLAND  
ARRÊTÉ MUNICIPAL #1998-57**

**A BY-LAW TO REGULATE THE  
MANAGEMENT, COLLECTION,  
REMOVAL AND DISPOSAL OF  
WASTE MATERIAL IN THE CITY  
OF CLARENCE-ROCKLAND.**

**ARRÊTÉ MUNICIPAL RÉGISSANT  
LA GESTION, LA COLLECTE,  
L'ENLÈVEMENT ET  
L'ENFOUISSEMENT DES  
DÉCHETS DANS LA CITÉ DE  
CLARENCE-ROCKLAND.**

REFERENCE: The Municipal Act,  
R.S.O. 1990, Chapter M. 45, Section 210  
as amended. (R.S.O. 1993 section 208, 2  
- 3.)

RENVOI: Loi municipale, R.S.O.  
1990, chapitre M. 45, section 210 et  
amendée (R.S.O. 1993, section 208, 2-3.)

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

PAR CONSÉQUENT le Conseil  
municipal de la Cité de Clarence-  
Rockland décrète les suivantes :

**1. DEFINITIONS**

**1 DÉFINITIONS**

For the purpose of this By-Law:

Aux fins de cet arrêté municipal :

1.1 "Apartment" means a place of  
residence for persons consisting of  
four or more rental units.

1.1 "Logement" désigne un lieu de  
résidence pour personnes, consistant  
en quatre (4) unités en location ou  
plus.

1.2 "Ashes" means the residual of any  
household fuel, after such fuel has  
been consumed by fire, which would  
normally accumulate at a dwelling  
and which has completely cooled  
and ceased to burn such that it will  
not present the risk or hazard of fire.

1.2 "Cendre" désigne tout résidu d'un  
combustible domestique, après que  
ce combustible fut consumé par le  
feu, lequel s'accumule normalement  
à la résidence, est complètement  
refroidi, a cessé de brûler et ne  
présente aucun risque d'incendie.

1.3 "Attendant" means the person  
appointed by Council of the City of  
Clarence-Rockland to supervise or  
control the operations of the landfill  
site or his/her designate.

1.3 "Préposé" désigne la personne  
nommée par le Conseil municipal de  
la Cité de Clarence-Rockland afin de  
surveiller ou contrôler les opérations

1.4 "CFC" shall include any refrigerant  
containing the following substances:  
chlorofluorocarbon or  
hydrochlorofluorocarbon or

sur le site d'enfouissement ou son  
suppléant.  
hydrofluorocarbon. The removal of  
CFCs from refrigeration equipment  
shall be conducted by a licensed  
mechanic and shall be evidenced by

the placement of appropriate notice by the licensed mechanic upon the refrigeration equipment, prior to disposal.

- 1.5 "Collector" means the Corporation of the City of Clarence-Rockland or such person as is designated collector by the Corporation.
- 1.6 "Commercial", "Industrial" and "Institutional" properties are as recognized in the Municipal Zoning By-Law.
- 1.7 "Composting" means the process of collecting and depositing Type III Garbage in a suitably constructed enclosure or composting unit (composter) for the purpose of converting this into fertilizer for soil.
- 1.8 "Container for Residential Garbage" means
- 1.8.1 a receptacle manufactured for the use of the collection of household refuse:
- a) of a capacity of not more than 90 litres (20 imperial gallons) and;
- b) can easily be emptied and;
- c) have a water-tight lid and two (2) handles; or
- 1.8.2 a non-returnable plastic bag:
- a) of a capacity of not more than
- 1.4 "CFC" désigne tout réfrigérant contenant les substances suivantes : chlorofluocarbone ou hydrochlorofluocarbone ou hydrofluorocarbone. Le retrait des CFC d'équipements frigorifiques sera effectué par un mécanicien licencié qui par la suite apposera une vignette sur ledit appareil faisant foi du retrait des CFC, avant la disposition des équipements.
- 1.5 "Collecteur" désigne la Corporation de la Cité de Clarence-Rockland ou toutes personnes désignées par la Corporation à titre de collecteur.
- 1.6 Propriétés "commerciales", "industrielles" et "institutionnelles" reconnues dans le règlement sur le zonage municipal.
- 1.7 "Compostage" désigne le processus touchant la collection et le dépôt de déchets de type III dans une enceinte convenable ou une unité de compostage à des fins de transformation en terreau.
- 1.8 "Récipient pour déchets domestiques" désigne
- 1.8.1 un récipient manufacturé pour l'utilisation à des fins de collection de déchets domestiques:
- a) d'une capacité ne dépassant pas 90 litres (20 gallons impériaux) et;
- b) peut se vider facilement et;
- c) est muni d'un couvercle étanche et deux (2) poignées ;  
ou
- 1.8.2 un sac de plastique jetable:  
90 litres (20 imperial gallons)

and equivalent to a 26" x 36" standard garbage bag;

- b) composed of material of not less than 1.5 mil gauge (0.038 mm, 0.0015 inch) material capable of carrying twenty-three (23) kilograms of contents without tearing.

#### 1.8.3

a miscellaneous type of container, approved by the Physical Services, which may be picked up along with the contents thereof.

- 1.9 "Container" for residential recyclable material means a receptacle, generally known as a **blue** box, specifically designed for the sole use of placing recyclable materials for municipal collection.

d'une capacité ne dépassant pas 90 litres (20 gallons impériaux) et équivalent \_ un sac de déchets conventionnel de 26 pouces par 36 pouces;

- b) composé d'un matériel ne faisant pas moins de 1.5 mm en épaisseur (0.038 mm, 0.0015 pouce) et pouvant supporter une charge de vingt-trois (23) kilogrammes sans se déchirer.

#### 1.8.3

un récipient d'un type autre, approuvé par les Services physiques, lequel peut être ramassé avec les contenants énumérés ci-dessus.

- 1.9 "Récipient" pour le matériel destiné au recyclage domestique, désigne un réceptacle, connu généralement sous le nom de "**boîte bleue**", assigné spécifiquement à des fins de contenir les matériaux destinés au recyclage lors de la collecte municipale.

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| <p>1.10 "Container" for recycling for commercial, institutional establishments and apartment dwellings means a wheeled cart especially made for transporting recyclable material.</p> <p>1.11 "Cottage" means a dwelling that is occupied only a part of the year.</p> <p>1.12 "Dumpster" means a metal container for the use of securing garbage and must be compatible with the municipal garbage truck.</p> <p>1.13 "Dwelling" means a permanent place of residence for people with its own sleeping, cooking, eating and sanitary facilities.</p> <p>1.14 "Garbage" means local household generated waste material and includes the following categories:</p> <p style="padding-left: 20px;">1.14.1 <u>Type I Garbage</u><br/>(Household Waste)</p> <p style="padding-left: 20px;">Includes kitchen and table waste of animal origin, clothing, ashes, paper (except recyclable paper), broken crockery, and other such articles which would normally pertain to a dwelling;</p> | <p>1.10 "Récipient" de recyclage pour le commerce, les établissements institutionnels et les logements, désigne un réceptacle, sur roulette, manufacturé spécifiquement dans le but de transporter les matériaux destinés au recyclage.</p> <p>1.11 "Chalet" désigne une demeure habitée pendant seulement une partie de l'année.</p> <p>1.12 "Contenant métallique" désigne un récipient de métal pouvant recevoir sans risques les déchets et devra être compatible avec le camion à déchets.</p> <p>1.13 "Logis" désigne une résidence permanente pour personnes avec ses propres installations de literie, de cuisine, de repas et ses installations sanitaires.</p> <p>1.14 "Déchet" désigne les rebuts générés domestiquement et inclut les catégories suivantes :</p> <p style="padding-left: 20px;">1.14.1 <u>Déchets de type I</u><br/>(déchets domestiques)</p> <p style="padding-left: 20px;">Inclut les déchets de table et de cuisine d'origine animale, les vêtements, les cendres, le papier (à l'exception du papier destiné au recyclage), la vaisselle brisée ou tout autre article faisant partie du domicile.</p> |
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1.14.2 Type II Garbage  
(Recyclables)

Includes beverage and food containers, cardboard, recyclable paper and all other material which is being collected by the Municipality for recycling;

1.14.3 Type III Garbage  
(Compostables)

Includes grass cuttings, garden refuse, leaves, kitchen and table waste of vegetable origin and all other material which is generally accepted to be compostable waste, including wood products, hedge clippings, branches and Christmas trees;

1.14.4 Type IV Garbage  
(Construction Debris)

Includes brush, timber, clean lumber, rocks, bricks, drywall, concrete, gravel, sand, soil or any construction debris;

1.14.5 Type V Garbage  
(Bulky Articles)

Includes weighty, bulky articles such as major appliances provided refrigeration appliances display appropriate notice that such appliance has been voided of all CFCs, furnaces, water tanks, and other such discarded material;

1.14.6 Type VI Garbage  
(Hazardous Waste)

1.14.2 Déchets de type II  
(recyclage)

Inclut les contenants de breuvage et nourriture, le carton, le papier destiné au recyclage et tout autre matériel ramassé par la Cité destiné au recyclage;

1.14.3 Déchets de type III  
(compostage)

Inclut les retailles d'herbe, déchets du jardin, feuilles, rebuts de cuisine et de table d'origine végétale et tout autre matériel généralement accepté en tant que rebut destiné au compostage, incluant les produits du bois, les recoupes de haies, les branches et arbres de Noël;

1.14.4 Déchets de type IV  
(Débris de construction)

Inclut les broussailles, le bois d'œuvre, le bois de charpente propre, les pierres, la brique, le ciment, le gravier, le sable, la terre ou tout autre débris de construction;

1.14.5 Déchets de type V  
(articles volumineux)

Inclut les articles volumineux et pesants tels les appareils ménagers, à condition qu'il y soit inscrit, dans le cas d'appareils frigorifiques, une note certifiant le retrait de tout CFC, les fournaies, les réservoirs d'eau chaude ou tout autre matériel du même type;

Includes Hazardous Waste as defined in Regulation 309 of the Ministry of Environment and Energy and shall include such materials as paint, used oil, solvents, items containing asbestos insulation, or PCB's, fuel tanks, batteries, acids, appliances not displaying appropriate notice that such appliance has been voided of all CFCs, and prohibited waste;

1.14.7 Type VII Garbage  
(Health Hazardous)

Pathological waste, biomedical waste, radioactive waste;

1.14.8 Type VIII Garbage  
(Transient Waste)

Transient waste or waste that was not generated in the City of Clarence-Rockland.

1.15 "Item for Collection" means each individual container for garbage or article as defined herein.

1.16 "Physical Services" means the Department appointed by the Council of the City of Clarence-Rockland to manage environmental issues.

1.17 "Person" includes not only an individual but also a partnership, body corporate associations, their heirs and executors, administrators,

1.14.6 Déchets de type VI  
(déchets dangereux)

Incluant les déchets dangereux désignés au règlement 309 du ministère de l'Énergie et de l'environnement et doit inclure les matériaux tels la peinture, les huiles usées, les solvants, les articles contenant un isolant à base d'amiante ou PCB, les réservoirs d'essence, les batteries, les acides, les appareils ménagers n'affichant pas la note spécifiant le retrait de tout CFC et tout autre déchet de même type;

1.14.7 Déchets de type VII  
(déchets nocifs pour la santé)

Déchets pathologiques, biomédicaux, radioactifs ;

1.14.8 Déchets de type VIII  
(déchets transitoires)

Déchets transitoires ou déchets n'ayant pas été produits dans la Cité de Clarence-Rockland ;

1.15 "Article pour la collecte" désigne tout récipient individuel pour les déchets ou articles définis dans ce texte.

1.16 "Les Services physiques" désignent le département attribué par le Conseil de la Cité de Clarence-Rockland afin de gérer les intérêts environnementaux.

successors and assigns or other legal representatives thereof to whom the context may apply.

- 1.17 "Personne" désigne non seulement un individu mais aussi un partenaire, le corps d'une association corporative, leurs
- 1.18 "Recycling" means the collection of Type II Garbage for the purpose of processing and reusing the waste material in a useful fashion and specifically, for the purpose of this By-Law recycling shall mean that process of collection as undertaken by the City of Clarence-Rockland.
- 1.19 "Residents" means the person or persons occupying a dwelling in the City of Clarence-Rockland.
- 1.20 "Summer months" means from June to October inclusive.
- 1.21 "City" means the Corporation of the City of Clarence-Rockland.

## **2 SERVICES PROVIDED BY THE CITY**

The City shall provide, to all dwellings, a regular and satisfactory collection of Type I and Type II Garbage provided that this garbage is in an acceptable container.

descendants et exécuteurs, administrateurs, successeurs et assignés ou tout autre représentant légal auquel le contexte s'applique.

- 1.18 "Recyclage" désigne la collecte de déchets de type II à des fins de traitement et réutilisation du matériel de façon utile et spécifiquement pour les fins de cet arrêté municipal, doit désigner le traitement de cette collecte dont s'est engagée la Cité de Clarence-Rockland.
- 1.19 "Résident" désigne la personne ou personnes occupant un domicile dans la Cité de Clarence-Rockland.
- 1.20 "Mois d'été" désigne les mois de juin à octobre inclusivement.
- 1.21 "Cité" désigne la Corporation de la Cité de Clarence-Rockland.

## **2 SERVICES ASSURÉS PAR LA CITÉ**

La Cité assurera, à tous les domiciles, une collecte régulière et satisfaisante des déchets de type I et type II sous réserve qu'ils soient déposés dans des récipients acceptables.

The City shall provide to all commercial and institutional establishments and apartment dwellings, a regular and satisfactory collection of Type I Garbage. The City shall also provide a regular and satisfactory collection of Type II Garbage provided that this Type II Garbage is in an acceptable container.

The City shall provide to all cottages, during the summer months, a regular and satisfactory collection of Type I Garbage, provided that this Type I Garbage is placed at the intersection of a public road. The City will also provide a regular and satisfactory collection of Type II Garbage provided that this Type II Garbage is in an acceptable container and placed at the intersection of a public road.

The City shall provide a satisfactory collection of appliances once a month provided that refrigerants have been removed according to Section 1.4 of this By-Law and that the appliance bears a \$10.00 tag purchased at City Hall.

- 2.5 Without limiting the generality of the foregoing, no person shall place for collection and the City shall not collect the following waste which is deemed not acceptable for collection:

La Cité assurera à tous les établissements commerciaux et institutionnels et les logements, une collecte régulière et satisfaisante des déchets de type I. La Cité assurera aussi une collecte régulière et satisfaisante des déchets de type II, sous réserve qu'ils soient déposés dans des récipients acceptables.

La Cité assurera à tous les chalets, durant les mois d'été, une collecte régulière et satisfaisante des déchets de type I sous réserve qu'ils soient déposés à l'intersection d'une voie publique. La Cité assurera aussi une collecte régulière et satisfaisante des déchets de type II sous réserve qu'ils soient placés dans un récipient acceptable et déposés à l'intersection d'une voie publique.

La Cité assurera, une fois par mois, une collecte satisfaisante des appareils ménagers sous réserve du retrait des produits réfrigérants en accord avec la section 1.4 de cet arrêté municipal et que cet appareil arbore une vignette acquise à l'hôtel de ville, au coût de 10\$.

- 2.5 Sans limiter la généralité de la teneur des déchets, personne ne devra placer pour la collecte et la Cité ne collectera pas les déchets suivants, lesquels ne sont pas jugés convenables:

## 2.5.1

Type III Garbage (Compostables) as described in 1.14.3 must be composted properly on the property or may be brought at the City landfill site;

## 2.5.2

Type IV Garbage (Construction Waste) as described in 1.14.4 may be brought to the City landfill site at 2335 Lalonde Road on days upon which the landfill site is open to the public and upon payment of the prescribed fees;

## 2.5.3

Type V Garbage (Bulky Articles) as described in 1.14.5 may be brought to the landfill site at 2335 Lalonde Road on days upon which the landfill site is open to the public and upon payment of the prescribed fees;

## 2.5.4

Type VI Garbage (Hazardous Waste) as defined in section 1.14.6 must be disposed of safely. Household hazardous material as described in schedule “A” may be disposed of at the transfer station at 2335 Lalonde Road on Saturdays during the months of May to October inclusively during normal operating hours;

## 2.5.5

Type VII Garbage (Health Hazardous) must be disposed of according to the provincial

## 2.5.1

Déchets de type III (compostage) tels qu'ils sont décrits à la section 1.14.3, devront être compostés de façon appropriée sur la propriété ou être apportés au site d'enfouissement de la Cité;

## 2.5.2

Déchets de type IV (débris de construction) tels qu'ils sont décrits à la section 1.14.4 peuvent être apportés au site d'enfouissement de la Cité au 2335 chemin Lalonde aux jours d'ouverture du site au public et sous réserve du paiement des frais prescrits;

## 2.5.3

Déchets de type V (articles volumineux) tels qu'ils sont décrits à la section 1.14.5 peuvent être apportés au site d'enfouissement du 2335 chemin Lalonde aux jours d'ouverture du site au public et sous réserve du paiement des frais prescrits;

## 2.5.4

Déchets de type VI (déchets dangereux) tels qu'ils sont décrits à la section 1.14.6 doivent être mis au rebut de façon sécuritaire. Le matériel domestique dangereux décrit à l'annexe “A” peut être déposé à la station de transfert située au 2335 chemin Lalonde, les samedis, durant les mois de mai à octobre inclusivement pendant les heures normales d'opération;

guidelines;

2.5.5  
Déchets de type VII (néfaste pour la

2.5.6  
Type VIII Garbage (Transient  
Waste);

2.5.7  
Industrial waste;

2.5.8  
Any rejected product, by-product or  
stock of any wholesale or retail  
establishment which according to  
Physical Services has been  
condemned, abandoned or rejected;

2.5.9  
Rags soaked with gasoline or oil or  
other highly flammable or  
explosive waste;

2.5.10  
Dangerous, hazardous poisons,  
pesticides, herbicides, insecticides,  
sewage, sludge, human or animal  
excrements;

2.5.11  
Any liquid;

santé) doivent être mis au rebut  
selon les normes provinciales ;

2.5.6  
Déchets de type VIII (déchets  
transitoires);

2.5.7  
Déchets industriels;

2.5.8  
Tous produits rejetés, sous produits  
ou marchandises provenant  
d'établissements de vente en gros ou  
de détail, lesquels en accord avec  
les Services physiques ont été  
condamnés, abandonnés ou rejetés;

2.5.9  
Chiffons imbibés de gazoline ou  
d'huile ou tout autre produit  
hautement inflammable ou explosif;

2.5.10  
Tous produits dangereux  
comportant des risques pour la  
santé, poisons, les pesticides,  
herbicides, insecticides, eaux,  
d'égouts, vase, excréments de  
source humaine ou animale;

2.5.11  
Tous liquides;

## 2.5.12

Any waste or residue resulting from the erection, alteration or removal of any building or part thereof may be brought to the landfill site at 2335 Lalonde Road on days upon which the landfill site is open to the public and upon payment of the prescribed fees;

## 2.5.13

Any material or bundle that is hard to handle by one person or not properly contained;

## 2.5.14

Any garbage that has not been put for collection in conformity to the provisions of this By-Law;

## 2.5.15

Any automobile body or parts, animal carcasses, or boulders, or bicycles, tires, barbecues, tubs, showers items principally of metal contents or measuring more than one metre on any one side, or any object that can be separated at the landfill site for reuse or recycling;

## 2.5.16

Any article that weighs more than 22.7 kilograms (50 lbs);

## 2.5.17

Any garbage in a receptacle that is in poor condition;

## 2.5.18

Any material that may from time to time be considered by the City as dangerous or hazardous or that is

## 2.5.12

Tout rebut ou résidu provenant de l'érection, la rénovation ou l'enlèvement de tout édifice ou parties de celui-ci peut être apporté au site d'enfouissement situé au 2335 chemin Lalonde aux jours d'ouverture du site au public et sous réserve du paiement des frais prescrits;

## 2.5.13

Tout matériel ou ballot difficilement maniable par une personne ou qui est mal contenu;

## 2.5.14

Tout rebut n'ayant pas été mis sur la liste pour des fins de collecte en conformité des provisions de cet arrêté municipal;

## 2.5.15

Toutes carrosseries de véhicules ou pièces de véhicules, carcasses d'animaux, gros cailloux, bicyclettes, pneus, barbecue, baignoires, pièces de douches et spécifiquement celles constituées de métal ou mesurant plus d'un mètre sur au moins un côté ou tout objet pouvant être mis de côté au site d'enfouissement pour des fins de réutilisations ou recyclage;

## 2.5.16

Tout article pesant plus de 22.7 kilogrammes (50 livres) ;

## 2.5.17

Tout rebut dans un contenant en mauvais état;

not acceptable in a Sanitary Landfill Site under any Certificate, Act or Regulation of the Provincial or Federal Government, or any

material which may be defined by the City from time to time as being unacceptable for collection.

2.5.18

Tout matériel pouvant être considéré par la Cité de temps à autre comme étant dangereux ou comportant des risques ou qui n'est pas acceptable dans un site d'enfouissement sanitaire sous tout certificat, toute loi ou règlement provincial ou fédéral ou tout autre matériel pouvant être défini, de temps à autre, par la Cité comme s'avérant inacceptable.

- 2.6 The days and times that such collections are made shall be determined by the City.
- 2.7 Notwithstanding paragraphs 2.1, 2.2 and 2.3 in this section, the City may enter into an agreement or contract with any person, firm or corporation of the provisions of the service established by this By-Law.

- 2.6 Les jours et heures de la collecte seront déterminés par la Cité.
- 2.7 Nonobstant les paragraphes 2.1, 2.2 et 2.3 dans cette section, la Cité peut s'engager par accord ou contrat avec toute personne, firme ou corporation afin de pourvoir aux services établis par cet arrêté municipal.

**3 SCHEDULE OF COLLECTION**

- 3.1 Collection shall be made from dwellings, commercial and institutional establishments in accordance with a predetermined collection schedule.

**3 HORAIRE DE LA COLLECTE**

- 3.1 La collecte sera réalisée à partir des résidences, des établissements commerciaux et institutionnels en accord avec un horaire de collecte prédéterminé.



3.2 Normal collection shall not be made on Public or Statutory Holidays, in which case collection will be on the next working day or days:

- New Year's Day
- The day after New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

3.3 A schedule of normal collection shall be available at the Physical Services.

**4 PLACING MATERIAL FOR COLLECTION**

4.1 Every person shall place items for collection at the curb prior to 7:30 a.m. on the day of collection. Notwithstanding, the above no person shall place such items for collection prior to 6:00 p.m. on the day preceding the day of collection.

Every person shall remove all empty containers and waste not accepted for collection under the terms of this By-Law from the curb not later than 9:00 p.m. on the scheduled collection day.

4.2 Every person shall place items for

3.2 La collecte normale ne sera pas effectuée les jours de fête légale. La collecte s'effectuera le ou les jours ouvrables suivant la fête :

- le jour de l'An
- le jour après le jour de l'An
- le Vendredi saint
- le lundi de Pâques
- la fête de la Reine
- la fête du Canada
- le congé civique
- la fête du Travail
- l'Action de grâces
- le jour du Souvenir
- le jour de Noël
- le lendemain de Noël

3.3 L'horaire de la collecte normale sera disponible aux Services physiques.

**4 PLACEMENT DU MATÉRIEL POUR LA COLLECTE**

4.1 Chaque personne devra déposer les articles destinés à la collecte en bordure de la route avant 7 h 30 le jour de la collecte. Néanmoins, aucune personne ne devra placer les articles destinés à la collecte avant 18 h le jour précédent ladite collecte.

Chaque personne devra retirer tous les récipients vides et les déchets non ramassés, selon les termes de cet arrêté municipal, en bordure de la route, avant 9:00 p.m. le jour de la collecte.

collection at or adjacent to the

- roadway. Where it is not possible to comply with this requirement, items for collection shall be placed in a location satisfactory to Physical Services. No person shall place garbage for collection at a location, either on public or private lands, other than at a location designated or approved for one's own dwelling.
- 4.2 Chaque personne devra placer les articles pour la collecte à un endroit adjacent à la chaussée. S'il s'avère impossible de se conformer à cette exigence les articles destinés à la collecte devront être placés à un endroit satisfaisant pour les Services physiques. Aucune personne ne devrait déposer les articles destinés à la collecte sur un terrain privé ou public, autre que la location désignée ou approuvée pour son propre logis.
- 4.3 No person shall place items for collection in any container other than that meeting the description of "Container for Garbage" pursuant to section 1.8 as it pertains to Type I Garbage or "Container for Recyclable Material" pursuant to section 1.9 as it pertains to Type II Garbage or in the case of commercial, institutional establishments and apartment dwellings pursuant to section 1.12 "Dumpster" and shall keep these two types of garbage separate from each other.
- 4.3 Aucune personne ne devra déposer les articles destinés à la collecte dans tout autre récipient que celui rencontrant les exigences des récipients pour déchets domestiques, conformément à la section 1.8 en ce qui regarde les déchets de type I ou le récipient pour le matériel destiné au recyclage conformément à la section 1.9 en ce qui regarde les déchets de type II ou dans les cas d'un commerce ou d'un établissement commercial ou d'un établissement institutionnel ou d'un logement locatif, conformément à la section 1.12 "Contenant métallique" et devra tenir les deux types de déchets séparés l'un de l'autre.
- 4.4 The number of items for residential garbage placed for collection from each dwelling shall be limited to a total of three (3). Additional bags shall have a tag affixed to the bag in such a manner to be clearly visible to the collector. These tags must be purchased by the owner or occupant of every dwelling unit at a cost of \$2/tag.
- 4.4 Le nombre d'articles pour les déchets domestiques placé pour la collecte pour chaque domicile sera limité à un total de trois (3). Tout sac additionnel devra être étiqueté de telle sorte que l'étiquette soit clairement visible lors de la collecte. Ces étiquettes doivent être acquises par le propriétaire ou l'occupant de chaque unité domiciliaire à un coût de 2\$ par

étiquette.

- 4.5 No person shall place a container for garbage which, when full, weighs in excess of 22.7 kilograms (50 lbs).
- 4.6 No person shall place waste for collection in a way to disrupt or hinder municipal maintenance operations or traffic.

- 4.5 Aucune personne ne devra déposer un récipient à déchets, lequel lorsque plein pèse plus de 22.7 kilogrammes (50 livres).
- 4.6 Aucune personne ne devra déposer les articles destinés à la collecte de façon à perturber ou gêner les opérations d'entretien municipal ou la circulation.

**5 OBLIGATIONS OF RESIDENTS**

**5 OBLIGATIONS DES RÉSIDENTS**

- 5.1 Residents must separate their recyclable material from their household waste and place for collection these recyclable materials in their blue box.
- 5.2 Residents must utilize their blue box bearing the City logo for the sole purpose of collecting recyclable materials. This blue box must bear the civic address on its side and must remain at the residence when the resident relocates.
- 5.3 Residents must keep the blue box and their recyclables clean.
- 5.4 Wherever possible residents shall maintain and use a viable composting system and thus dispose of Type III Garbage in lieu of depositing this into the municipal collection.

- 5.1 Les résidents doivent séparer leurs articles destinés au recyclage de leurs ordures ménagères et placer les articles destinés au recyclage dans leur boîte bleue.
- 5.2 Les résidents doivent utiliser leur boîte bleue arborant le logo de la Cité dans le but d'y déposer leurs articles destinés au recyclage lors de la collecte. Cette boîte bleue doit porter l'adresse de la résidence sur son côté et demeurer à cette location lorsque les résidents déménagent.
- 5.3 Les résidents doivent garder propre leur boîte bleue et les articles qui y sont contenus.
- 5.4 Autant que possible, les résidents devront maintenir et utiliser un système de compostage viable et disposer de leurs déchets de type III au lieu d'en disposer à la collecte municipale.

A composting area is established at the waste disposal for those who cannot compost on their property.

Une aire a été aménagée au site d'enfouissement pour ceux qui ne pourraient composter sur leur propriété.

5.5 Residents who have accumulated Type IV and Type V Garbage shall transport and deposit same at an established clean landfill site.

5.5 Les résidents ayant accumulé des déchets de type IV et de type V devront les transporter et en disposer à un site d'enfouissement propre établi.

5.6 Residents must keep dogs at a safe distance from the collection area. Collection may be refused at any dwelling known to have a troublesome dog.

5.6 Les résidents devront tenir les chiens à une distance sécuritaire du lieu de la collecte. La collection pourra être refusée à toute résidence reconnue pour y posséder un chien gênant.

**6 RENTAL PROPERTIES AND COMMERCIAL PROPERTIES AND INSTITUTIONS**

**6 PROPRIÉTÉS LOCATIVES, PROPRIÉTÉS COMMERCIALES ET INSTITUTIONS**

6.1 The resident of every dwelling shall ensure that the placing of items for collection shall be done in conformity with this By-Law. Notwithstanding the above, every owner of a rental property shall be jointly responsible with the tenant to ensure that the provisions of this By-Law are adhered to.

6.1 Les résidents de chaque habitation devront s'assurer que le placement des articles destinés à la collecte sera effectué en conformité avec cet arrêté municipal. Néanmoins, chaque propriétaire d'une propriété en location sera tenu conjointement responsable avec le locataire d'assurer que les dispositions de cet arrêté municipal soient respectées.

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| <p>6.2 Every Owner of an apartment building, commercial or institutional establishment who places for collection more than 10 items per week shall be equipped, at Owner's expense, with an appropriate steel container, commonly known as dumpster, to be maintained in a location as approved by the Physical Services. Where a person has failed to equip himself with a dumpster the collector shall refuse to collect such waste.</p> | <p>6.2 Chaque propriétaire d'un logement locatif, d'un établissement commercial ou institutionnel qui dépose, pour la collecte, plus de dix (10) articles par semaine devra s'équiper et à ses frais d'un récipient en acier, communément appelé "contenant métallique", maintenu à une location approuvée par les Services physiques. Le non respect de cet article pourra entraîner le refus de la collecte.</p> |
| <p>6.3 Every Owner of an apartment building, commercial or institutional establishment shall be equipped, at Owner's expense, with an appropriate recycling container for the proper collection of recyclable material.</p>  | <p>6.3 Chaque propriétaire d'un logement locatif, d'un établissement commercial ou institutionnel devra être équipé, à ses frais, d'un récipient à recyclage approprié afin d'assurer une collecte convenable du matériel destiné au recyclage.</p>  |
| <p>6.4 Containers must be accessible at the time of collection. If not, a surcharge will be applied for the pick-up at a later date.</p>   | <p>6.4 Les récipients doivent être accessibles au temps de la collecte. Une surcharge sera imposée lors d'une collecte ultérieure.</p>   |

6.5 Containers located at apartment buildings, commercial or institutional establishments shall be picked-up by the City once a week at no cost to the establishments. Should an additional garbage collection(s) be deemed necessary by Physical Services upon assessment of the collection needs of the establishment (including volume and types of waste) such collection(s) will be provided by the City at no extra costs to the establishment. Unwarranted supplementary garbage collection(s) will be provided by the City upon approval by Physical Services and conditional that the owner of the establishment remit payment of operational and administrative fees incurred, as determined by the City.

6.5 Les récipients localisés aux logements locatifs, établissements commerciaux et institutionnels seront ramassés par la Cité, une fois la semaine, sans frais. Après évaluation des besoins de collecte des établissements (incluant le volume et le type de déchets) les Services physiques, une deuxième collecte pourrait être effectuée par la Cité, sans frais additionnels. La (es) collecte (s) supplémentaire (s) de déchets injustifiés sera assurée par la Cité sur approbation des Services physiques et conditionnellement au paiement, par le propriétaire, des frais opérationnels et administratifs encourus et déterminés par la Cité.

## **7 OTHER RECEPTACLES**

Except as otherwise permitted in this By-Law, no person shall place or use any type of receptacle for the temporary storage of garbage, ashes or refuse, including material resulting from the demolition or renovation of buildings, on any street or public lands except where permission to do so has been given in writing by the Physical Services.

## **7 AUTRES RÉCIFIENTS**

Sauf avis contraire dans cet arrêté municipal, aucune personne ne devra placer ou utiliser n'importe quel type de récipients pour l'entreposage temporaire de déchets, cendres ou vidanges incluant le matériel résultant de la démolition ou la rénovation d'une construction sur n'importe quelle rue ou chemin public à l'exception d'avoir reçu au préalable une autorisation écrite des Services physiques.

**8 DISPOSAL SERVICES PROVIDED BY THE CITY**

The City shall provide a landfill site and a household hazardous waste station to its residents. It shall be managed under the direction of Council and shall be operated in conformity with all applicable regulations of the Environmental Assessment Act, the Environmental Protection Act, the Certificate of Approval #A471203 and of any other applicable laws, regulations or by-laws.

**8.1 Access and Principles of Engineering**

Residents may dispose of waste at the landfill site and shall obey all directions given by the attendant or other designated representative responsible for the operation of the landfill site including the way in which, and area where wastes are to be disposed of and shall comply with the applicable directives in regard to the segregation of wastes in the different stockpiles.

**8 SERVICES FOURNIS PAR LA CITÉ POUR L'ENFOUISSEMENT DES DÉCHETS**

La Cité devra fournir à ses résidents un site d'enfouissement et une station de dépôt pour les déchets domestiques dangereux. Le site devra être géré sous la direction du Conseil et devra être opéré en conformité avec les règlements de la Loi sur l'évaluation de l'environnement, la Loi sur la protection de l'environnement, le Certificat d'approbation numéro A471203, et toute autre loi, règlement ou arrêté municipal applicable.

**8.1 Approche et principes de génie**

Les résidents peuvent disposer de leurs déchets au site d'enfouissement et devront obéir aux directives du préposé ou tout autre représentant désigné responsable de l'opération du site d'enfouissement incluant la façon et l'endroit où les déchets seront disposés et devront se conformer aux directives applicables en ce qui concerne la séparation des déchets en différents tas.

## 8.2 Identification

### 8.2.1

Each resident entering the landfill site to dispose of waste may be asked by the attendant or the municipal law enforcement officer to produce identification and/or proof of the origin of the waste and may be required to sign a declaration attesting of the waste origin.

### 8.2.2

No person shall neglect or refuse to provide proof of the origin of waste tendered for disposal at the landfill site when such is demanded.

### 8.2.3

If the person entering refuses to produce the required identification material or sign the required declaration then that person will be refused access.

### 8.2.4

No person shall dispose of transient waste at the landfill site.

## 8.3 Fees

The Council may from time to time prescribe by resolution rates or charges for the use of the landfill site and provide for terms of payment thereof.

## 8.2 Identification

### 8.2.1

Chaque résident qui utilise le site d'enfouissement peut être demandé par le préposé ou l'agent de règlement de fournir une pièce d'identité et/ou une preuve d'origine des déchets et être requis de signer une déclaration attestant de l'origine des déchets.

### 8.2.2

Aucune personne ne devra négliger ou refuser de produire, sur demande, une preuve d'origine des déchets avant d'en disposer.

### 8.2.3

L'accès au site sera interdit à toute personne refusant de produire le matériel d'identification requis ou de signer la déclaration requise.

### 8.2.4

Aucune personne ne pourra disposer de déchets transitoires au site d'enfouissement.

## 8.3 Frais

Le Conseil peut, de temps à autre, prescrire par résolution le taux ou les frais d'utilisation du site d'enfouissement et rendre disponible la possibilité de paiements à terme.



## 8.3.2

Every person depositing waste at the landfill site shall pay the prescribed rate or charges for the disposal of the waste that is in effect at the time of payment.

8.4 Opening Hours

## 8.4.1

The landfill site shall be open to the residents at times determined by Council or its agents, which times may be adjusted by Council or its agents.

## 8.4.2

No person shall be authorized to dispose waste at the landfill site outside the hours set by Council or its agents with the exception of material produced from public highway maintenance by the City staff.

8.5 Speed Limit

The speed limit at the landfill site shall be twenty (20) kilometres per hour.

## 8.3.2

Chaque personne déposant des déchets au site d'enfouissement devra payer le taux ou les charges prescrites pour la disposition des déchets en vigueur au temps du paiement.

8.4 Heures d'ouverture

## 8.4.1

Le site d'enfouissement devra être ouvert aux résidents aux temps déterminés par le Conseil ou ses agents, lesquels temps pourront être révisés par le Conseil ou ses agents.

## 8.4.2

Aucune personne sera autorisée à disposer de déchets au site d'enfouissement en dehors des heures fixées par le Conseil ou ses agents à l'exception du matériel produit à partir de l'entretien des chemins publics par les employés de la Cité.

8.5 Limite de vitesse

La limite de vitesse au site d'enfouissement sera d'un maximum de vingt (20) kilomètres/heure.

8.6 Liability Exclusion

Any person entering upon the landfill site does so at his own risk and he and the owner of any vehicle brought upon such facility shall save the Corporation of the City of Clarence-Rockland harmless from any damages or claims whatsoever to themselves or their property or to any other person or property whatsoever arising from such person's negligence or otherwise.

8.6 Limite de responsabilité

Toute personne entrant sur le site d'enfouissement le fait à ses propres risques et cette personne et le propriétaire de tout véhicule amené sur le site devra épargner à la Cité de Clarence-Rockland sans malice, tout dommage ou réclamation que ce soit à eux-mêmes ou à leur propriété ou à n'importe quelle personne ou propriété émanant d'une telle personne ou autrement.

**9 DISPOSING OF WASTE**

**Residents may:**

9.1.1 dispose approved waste at the Municipal Landfill Site in an area designated as being suitable for the reception of such waste, and in particular shall not dispose waste at the gate or entrance of the landfill site or anywhere else in the City of Clarence-Rockland;

9.1.2 enter the landfill site only during those hours when the landfill site is open to the public;

9.1.3 enter the landfill site for the purpose of unloading or disposing of any materials only after receiving instructions from the attendant and paying the required fee.

9.2 No person shall dispose at the landfill site materials that are prohibited such as:

- a) sludge from septic tanks;

**9 DISPOSITION DES DÉCHETS**

**Les résidents peuvent :**

9.1.1 disposer de déchets approuvés au site d'enfouissement dans une aire désignée conforme à la réception desdits déchets, et en particulier ne pourra déposer les déchets à la barrière ou l'entrée du site ou n'importe où dans les limites de la Cité de Clarence-Rockland ;

9.1.2 entrer sur le site d'enfouissement seulement durant les heures d'ouverture au public ;

9.1.3 entrer sur le site dans le but de décharger ou disposer de tout matériel seulement après avoir reçu les directives du préposé et payé les frais prescrits.

9.2 Aucune personne ne devra disposer au site d'enfouissement de matériel prohibé tel :

- b) explosive material, highly

- flammable or volatile substances;
- c) corrosive or toxic materials;
  - d) the carcass of any animal or part thereof save bona fide kitchen waste;
  - e) sewage;
  - f) drugs or dangerous chemical waste;
  - g) pathological wastes;
  - h) liquid wastes;
  - i) transient waste;
  - j) any dangerous and hazardous material such as poisons, hot live ashes, caustics, acids, pesticides, herbicides, radioactive material, industrial process sludge, biomedical wastes, substances which may cause personal or environmental problems;
  - k) any waste prohibited by City by-law.
- 9.3 No person shall pick over or remove any waste in any area of the Landfill Site unless having firstly obtained a written permission from Physical Services.
- a) vase provenant de réservoir septique;
  - b) matériel explosif, hautement inflammable ou substances volatiles ;
  - c) matériel corrosif ou toxique ;
  - d) la carcasse de n'importe quel animal ou d'une de ces parties à l'exception des déchets considérés réellement comme déchets domestiques;
  - e) eaux d'égouts ;
  - f) drogues ou déchets chimiques dangereux;
  - g) déchets pathologiques ;
  - h) déchets liquides ;
  - i) déchets transitoires ;
  - j) tout matériel dangereux ou posant un risque tel que le poison, cendres chaudes, produits corrosifs, acides, pesticides, herbicides, matériel radioactif, vase confectionnée industriellement, déchets biomédicaux, substance pouvant causer des problèmes personnels ou environnementaux ;
  - k) tous déchets prohibés par arrêté municipal de la Cité.
- 9.3 Aucune personne ne devra trier ou retirer tous déchets dans n'importe quel endroit du site d'enfouissement à moins d'avoir obtenu préalablement une permission écrite des Services physiques.

#### 9.4 **Refusal Rights**

The Council, its agents, servants, etc. reserve the right to refuse to accept for disposal any material of a questionable nature or origin or any other material or waste prohibited for disposal at the site by reason of the provisions of the Ministry of Environment Certificate of Approval.

#### 10 **PENALTY**

Any person violating any of the provisions of this By-law, either by doing any act forbidden or by failing to do any act required by this By-Law is guilty of an offence and on conviction shall be liable to a penalty pursuant to the Provincial Offences Act.

10.2 Any person who disposes of or deposits unacceptable material at the facility, shall be responsible of its immediate removal and clean-up as well as the payment of any and all associated fines imposed by the Ministry of Environment or any other ministry.

#### 9.4 **Droits de refus**

Le Conseil, ses agents, servants, etc., se réservent le droit de refuser d'accepter pour fins de disposition, tout matériel de nature ou d'origine suspecte ou tout autre matériel prohibé à des fins de disposition au site en raison des provisions contenues dans le Certificat d'approbation du ministère de l'environnement.

#### 10 **SANCTION**

Toute personne manquant à toutes provisions de cet arrêté municipal, soit en accomplissant tout acte interdit ou néglige de faire quelque chose requis par cet arrêté municipal est coupable d'une offense et sur condamnation sera assujetti à une pénalité conformément à la Loi sur les offenses provinciales.

10.2 Toute personne qui dispose ou dépose un matériel inacceptable au site sera tenu responsable de son enlèvement et du nettoyage immédiat, aussi bien que du paiement de toutes amendes imposées par le ministère de l'Environnement ou tout autre ministère.

10.3 Where any provision of this by-law is contravened and a conviction entered, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order prohibiting the continuation or repetition of the offence by the person convicted.

10.3 Où toutes provisions de cet arrêté sont transgressées et une condamnation est inscrite, la Cour dans laquelle la condamnation a été inscrite et toutes cours de juridiction compétente peuvent par la suite établir une injonction prohibant la continuation ou répétition de l'offense par la personne condamnée.

## **11 SUPERVISION/ ENFORCEMENT**

11.1 The proper collection and disposal of garbage, as set out in this By-Law shall be under the general control and direction of Physical Services. The provisions of this By-Law may be enforced by the municipal By-Law Enforcement Officer.

11.2 No person shall obstruct, hinder or interfere with the municipal By-Law Enforcement Officer in the performance of his/her duties.

## **11 SUPERVISION/ APPLICATION**

11.1 La collecte et la disposition appropriée de déchets, telles qu'elles sont décrites dans cet arrêté municipal devront être sous le contrôle et la direction générale des Services physiques. L'officier responsable de l'application de l'arrêté municipal peut faire observer les provisions qui y sont contenues.

11.2 Aucune personne ne peut obstruer, gêner ou interférer avec l'officier responsable de l'application de l'arrêté municipal dans l'exercice de ses fonctions.

## **12 SEVERABILITY**

The provisions of this By-Law are severable. If any provision, section or word is held to be invalid or illegal, such invalidity or illegality shall not affect or impair any of the remaining provisions, sections or words.

## **12 DISSOCIATION**

Les provisions de cet arrêté municipal sont disjointes. Si une provision, section ou mot est de nature invalide ou illégale, telle invalidité ou illégalité ne devra pas affecter ou altérer n'importe quelles autres provisions, sections ou mots du texte.

repealed.

13 By-Law Number 1998-20 is hereby

13 L'arrêté municipal numéro 1998-20  
This By-Law shall take effect on the 1st  
day of February 1999.

est par le présent abrogé.

Cet arrêté municipal prendra effet le  
1er février 1999.

**READ A FIRST TIME THIS 11TH  
DAY OF AUGUST 1998**

**LU UNE PREMIÈRE FOIS CE 11e  
JOUR D'AOÛT 1998**

(Original signed by)  
MAYOR

(Original signé par)  
MAIRE

(Original signed by)  
CLERK

(Original signé par)  
GREFFIER

**READ A SECOND TIME THIS 13TH  
DAY OF OCTOBER 1998**

**LU UNE DEUXIÈME FOIS CE 13e  
JOUR D'OCTOBRE 1998**

(Original signed by)  
MAYOR

(Original signé par)  
MAIRE

(Original signed by)  
CLERK

(Original signé par)  
GREFFIER

**READ A THIRD AND FINAL TIME  
THIS 10TH DAY OF NOVEMBER  
1998.**

**LU UNE TROISIÈME ET  
DERNIÈRE FOIS CE 10e JOUR DE  
NOVEMBRE 1998**

(Original signed by)  
MAYOR

(Original signé par)  
MAIRE

(Original signed by)  
CLERK

(Original signé par)  
GREFFIER



## REPORT N° INF2018-026

<b>Date</b>	16/04/2018
<b>Submitted by</b>	Julian Lenhart
<b>Subject</b>	Engineering Service Waste Treatment Plant
<b>File N°</b>	INF2018-026

### 1) **NATURE/GOAL :**

The purpose of this report is to (1) amend the existing engineering services contract with RV Anderson Engineering for the Waste Treatment Plant upgrades and (b) retain The Ontario Clean Water Agency (OCWA) to provide project management services for the construction and commissioning phases of this project.

### 2) **DIRECTIVE/PREVIOUS POLICY :**

N/A

### 3) **DEPARTMENT'S RECOMMENDATION :**

**WHEREAS** in October, 2017 Council approved scope amendments to the Waste Treatment Plant capital program to include the construction of an Equalization Chamber; and

**WHEREAS** the 2018 Capital Works Budget approved a budget allocation of \$12.5 million for implementation of the Waste Treatment Plant capital works; and

**WHEREAS** RV Anderson Engineering was retained in 2015 to provide design engineering services for the Waste Treatment Plant expansion project to an upset limit of \$525,000;

**THAT** the Committee of the Whole recommends that Council accepts to amend the scope of the RV Anderson's contract from the current upset limit of \$525,000 to an upset limit of \$898,000 for design, inspection, contract administration and commissioning for all works associated with the Waste Treatment Plant upgrades; and

**FURTHER THAT** the Committee of the Whole recommends that Council authorizes that Ontario Clean Water Agency (OCWA) be retained to provide project management and design review services for this project to an upset limit of \$150,000; and

**THAT** the Committee of the Whole recommends that Council adopts a by-law to authorize the Mayor and Clerk to execute the appropriate contract agreements.

**ATTENDU QUE** en octobre 2017, le Conseil a approuvé les modifications de l'ensemble des travaux pour l'usine de traitement des eaux usées afin d'inclure la construction d'un réservoir d'équilibre ;

**ATTENDU QU'**un montant de 12.5 millions de dollars pour les améliorations nécessaires à l'usine de traitement des eaux usées de la Cité a été approuvé au budget d'immobilisations 2018 ;

**ATTENDU QUE** la firme d'ingénieur RV Anderson a été retenue en 2015 pour fournir des services études et conceptions pour les modifications et agrandissement de l'usine de traitement des eaux usées d'une somme de 525 000\$;

**QUE** le Comité plénier recommande que le Conseil accepte de modifier la limite actuelle du contrat de RV Anderson de 525 000\$ à 898 000\$, pour les services d'études et conceptions, inspection, direction du contrat de construction et la mise en service pour tous les travaux associée du projet d'agrandissement de l'usine de traitement des eaux usées; et

**AUSSI QUE** le Comité plénier recommande que le Conseil accepte que Ontario Clean Water Agency (OCWA) soit retenu pour fournir des services de gestion de projets et révision des plans de conception techniques jusqu'à une limite de 150 000 \$ ; et

**FINALEMENT QUE** le Comité plénier recommande que le Conseil adopte un règlement pour autoriser le Maire et la Greffière à signer les contrat nécessaires.

#### **4) BACKGROUND :**

On October 2, 2017, staff presented a report for Council's consideration recommending approval of the schedule, scope of work and budgetary strategy for the required upgrades to the City's Waste Treatment Plant. After considerable discussion, Council received the report which referenced an amended budget requirement of \$12,586,000 to address the revised project scope changes detailed in this report.

It is important to note that a final decision regarding the funding of this project was to be considered as part of the 2018 Capital Works budget deliberation process. Ultimately, Council approved the budget requirement referenced above.



In February, 2018, the municipality was advised that it was successful in retaining a grant for this project from the province in the amount of \$1.1 million.

## 5) DISCUSSION :

### *Engineering Services:*

Based on the approved scope revisions to this project (i.e. inclusion of the equalization chamber), it is necessary to amend RV Anderson's service contract to include design, inspection, contract administration and commissioning services associated with the equalization chamber. The total upset limit cost for professional engineering services by RV Anderson is \$898,000.

### *Project Management Services:*

The scope of the Waste Treatment plant project is significant and as such, staff recommends that an external firm be retained to provide project management and design review services for this program. Accordingly, it is recommended that the Ontario Clean Water Agency (OCWA) be retained to provide these services in view of their long-standing familiarity with the operations of the plant.

This would represent a non-competitive procurement process. Schedule "D" of the City's Procurement Bylaw enables a non-competitive procurement process for engineering services providing "the solicitation of bids would not be economical to the city". In this instance, approval of city council is required and payment must be by a formal agreement. Staff believes that there would be a "steep" learning curve (and associated costs) for any other firm other than OCWA to provide the required project management services. A traditional procurement process for the required project management services and design reviews would more than likely lead to increased costs for project management services and unnecessary time delays.

### *Projected Project Costs:*

As of the writing of this report, Table 1.1 provides a breakdown of projected expenditures for the Waste Treatment Plant Upgrade program. These expenditures are premised on Class D estimates (+/- 25%) at this time. For this reason, the contingency allocation reflected in Table 1.1 is substantial given the magnitude of this project.

<b>Tables 1.1 – Waste Treatment Plan Upgrades</b>	
<b>Work Items</b>	<b>Project Costs</b>

Pre-screening	\$4,552,000
Pumping Station	\$1,387,000
Forcemain Twinning	\$473,000
Concrete Floor Repairs	\$154,000
Equalization Tank	\$2,800,000
<b>Total Construction</b>	<b>\$9,366,000</b>
Engineering – RV Anderson	\$898,000
Project Management / Design Review - OCWA	\$150,000
EA	\$50,000
Contingency	\$2,122,000 (16.9%)
<b>Total Project Cost</b>	<b>\$12,586,000</b>

*Project Implementation Schedule:*

Table 1.3 indicates milestones associated with the delivery of this project are summarized as follows:

<b>Table 1.2 - Overall Project Scope and Timelines</b>	
<b>Project Phases</b>	<b>Completed by</b>
<b>Phase 1.</b> Project Initiation, EA and Preliminary Design	<b>July 2018</b>
<b>Phase 2.</b> 33% Design	<b>August 2018</b>
<b>Phase 3.</b> 66% Design	<b>October 2018</b>
<b>Phase 4.</b> 99% Design	<b>December 2018</b>
<b>Phase 5.</b> Tender Period & Award of Contract	January to <b>March 2019</b>
<b>Phase 6.</b> Construction & Commissioning	March 2019 to <b>October 2020</b>
<b>Phase 7.</b> Post Construction & Warranty	November 2020 to <b>November 2021</b>

**6) CONSULTATION:**

The municipality continues to have ongoing dialogue with the Ministry of Environment and Community Consultation regarding every aspect of this project.

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

N/A

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

Funding for the Waste Treatment Plant upgrades in the amount of \$12.5 million have been approved as part of the 2018 Capital Works Budget deliberation process. Funding for the required engineering and project management services is available from within this budget.

**9) LEGAL IMPLICATIONS :**

It is critical for the municipality to implement the Waste Treatment Plant Upgrades as quickly as possible in order to minimize the potential for legal actions from affected businesses and area residents. As well, The Ministry of Environment and Climate Change may issue a Provincial Order if the municipality does not demonstrate intent to institute the required improvements in a timely fashion

**10) RISK MANAGEMENT :**

Implementation of the Waste Treatment Plant upgrades will help mitigate possible processing failures at the treatment Plant and provide improved air quality to adjacent businesses and residences.

**11) STRATEGIC IMPLICATIONS :**

The Waste Treatment Plant upgrade program is consistent with the Strategic Plan priorities of providing effective stewardship of city infrastructure.

**12) SUPPORTING DOCUMENTS:**

N/A





## REPORT N° AMÉ-18-17-R

<b>Date</b>	09/04/2018
<b>Submitted by</b>	Malcolm Duncan
<b>Subject</b>	Zoning By-law Amendment - 2160 Laval Street
<b>File N°</b>	D-14-500

1) **NATURE/GOAL :**

The goal of this report is to present a Zoning By-law Amendment in order to add a motor vehicle dealership, motor vehicle body shop, motor vehicle repair facility, service station and motor vehicle washing facility to the list of permitted uses for the above mentioned property.

2) **DIRECTIVE/PREVIOUS POLICY :**

N/A

3) **DEPARTMENT'S RECOMMENDATION :**

**THAT** the Committee of the Whole recommends that Council approve the application to amend the Zoning By-law No. 2016-10, in order to change the zoning category of the property at 2160 Laval Street from "Village Mixed-Use (VM) Zone" **to** "Village Mixed-Use - Exception 1 (VM-1) Zone" as recommended by the Planning Committee.

**QUE** le Comité Plénier recommande au conseil d'approuver l'amendement au Règlement de zonage 2016-10, dans le but de changer le zonage de la propriété au 2160 rue Laval, de « Zone Polyvalente de Village (VM) » **à** « Zone Polyvalente de Village - Exception 1 (VM-1) » tel que recommandé par le comité d'aménagement.

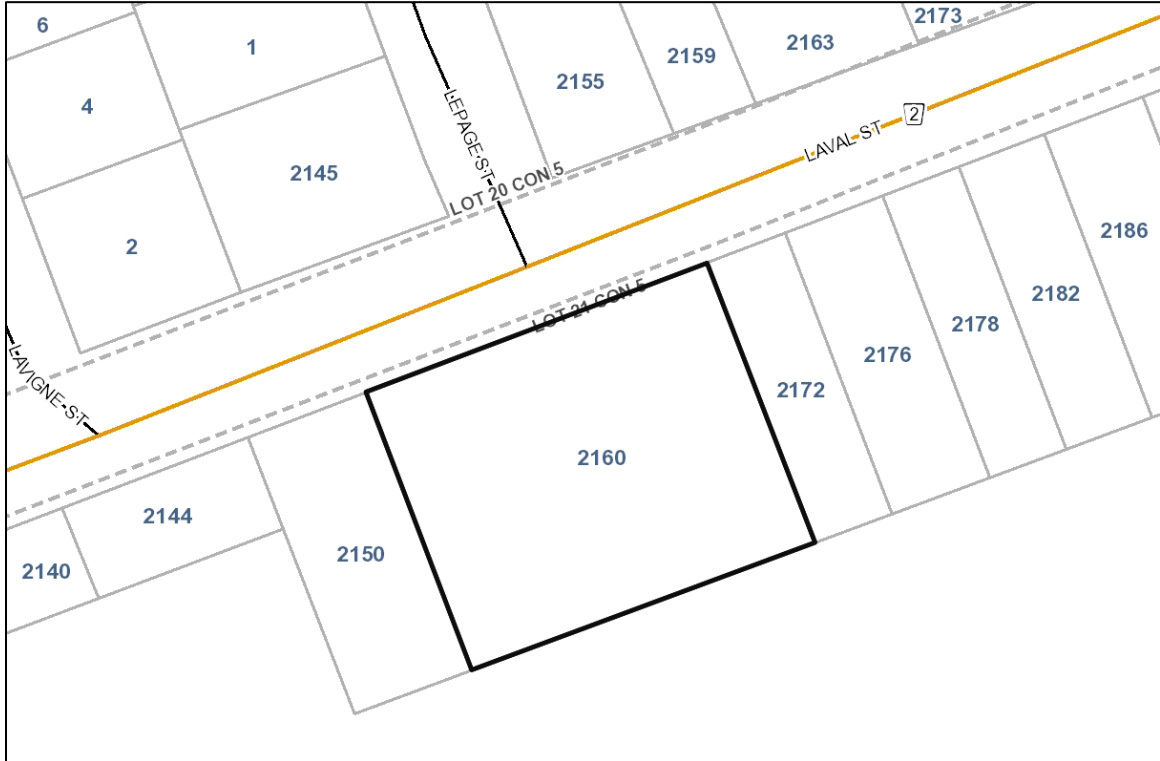
4) **BACKGROUND :**

On February 26, 2018, an application was submitted by Eli Saikaley on behalf of E.D.D.Y Property Management Inc. to amend the Zoning By-law 2016-10.

The property is described as being 2160 Laval Street and is located in Bourget (see figure 1.). An old commercial building with a motor vehicle garage is located on the property.

The application was deemed complete on February 28<sup>th</sup>, 2018. A notice of public meeting was sent to different agencies and to the property owners within 120 meters of the subject property and a sign was posted on the property.

Figure 1: Location of the subject property



5) **DISCUSSION :**

Official Plan of the United Counties of Prescott and Russell:

The subject property is identified under the “*Community Policy Area*” designation on Schedule “A” of the Official Plan of the United Counties of Prescott and Russell. Section 2.3.8.2 states that retail, service and business uses may be permitted in the community core areas defined in local zoning by-laws, and mixed uses such as ground level business or retail uses with residential uses on upper levels are encouraged.

Section 2.3.9.3 of the Official Plan states that: “Local municipalities shall permit a wide variety of commercial uses in the Community Policy Area and shall define and regulate such development through the use of local zoning by-laws and site plan control”. This section goes on to state that service commercial and vehicle sales and repair uses shall be permitted in the Community Policy Area, however local Councils may exclude some commercial uses where the location and scale of such uses may have a negative impact on the viability of the identified area.

Bourget Official Plan:

The subject property is designated as “Village Core” in the Bourget Official Plan. This designation permits retail, commercial, employment

uses, mixed uses and others as it is intended to become the economic focal point of the village and surrounding community.

Section 4.1.3 of the Official Plan sets out the policies for the Village Core Area, and states that the redevelopment of existing buildings and the development of mixed-use buildings shall be encouraged with a focus on ground-oriented commercial uses with residential above. Additionally, commercial uses in the Village Core Area shall be subject to site plan control and the maintenance and improvement of existing commercial buildings shall be encouraged.

While the Official Plan does not directly state that motor vehicle uses are permitted in Bourget, the Village Core is intended to be the economic focal point of the Village and surrounding area by providing employment opportunities such as this. It should be noted that the previous business at this location used to operate as a motor vehicle repair facility and a detailing garage prior to losing its legal non-conforming status since it did not continue to be used for that purpose.

#### Zoning By-law 2016-10:

The property is located within the "*Village Mixed-Use (VM) Zone*" however; the zoning amendment would change the zone to "*Village Mixed-Use – Exception 1 (VM-1) Zone*". The only "Motor Vehicle Uses" permitted in the VM zone include commercial parking areas and motor vehicle rental facilities.

The amendment would permit the following uses: motor vehicle dealership, motor vehicle body shop, motor vehicle repair facility, service station and motor vehicle washing facility. The owner also intends to provide an accessory dwelling to the commercial use, which is permitted in the VM zone.

It should be noted that the neighbouring property at 2150 Laval Street is located within the "*Village Residential First Density (RV1) Zone*" and that in many cases the Zoning by-law does not permit motor vehicle body shops or motor vehicle repair facilities adjacent to a residential zone. If approved the amendment would provide an exception for the subject property. Section 4.27 of the Zoning By-law which sets out the provisions for motor vehicle service stations, body shops, repair facilities and washing facilities states that "Where the interior side lot line abuts a lot in a Residential Zone, the minimum interior side yard shall be 6.0 metres". The existing building is roughly 15m from the nearest residentially zoned property and there are large hedges along both interior side lot lines to screen the residential uses from the existing building. Additional measures can be taken to reduce the negative impacts that the proposed uses may have at the site plan stage.

It should also be taken into consideration that there is a motor vehicle repair facility within 300m of the subject property located at the corner of Laval Street and Champlain Street. The property is located in the same VM zone, and abuts a residentially zoned property, which is partially screened by two large trees. In that case the business can continue to operate with legal non-conforming status, while this Zoning amendment is required to bring the subject property in compliance with the by-law.

6) **CONSULTATION:**

During the public meeting held on April 5<sup>th</sup>, 2018, Committee members raised concerns about possible site contamination and whether any remediation or environmental studies were completed.

After a follow up with the new property owner it's understood that the tanks and lines for the gas station were removed 5-6 years ago and an Environmental Site Assessment was completed by the previous owner. The new owner does not have copies of the completed ESA, since the seller did not want to provide him with the study. It should also be noted that the study was completed over 5 years ago and that the shop has been closed with no activity on the property since then.

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

Enbridge, Community Services, the Construction Department, the Finance Department and Protective Services did not raise any concerns with the proposed amendment.

The City Engineer confirmed that the property has access to municipal water, and also indicated that the changes of use will require approval from the South Nation Conservation Authority and a site plan will be required. It was also noted that a phase 1 Environmental Site Assessment should be requested since the site appears to have been used as a gas service station, and that a stormceptor will be required for the motor vehicle uses.

The Infrastructure Department indicated that the site is serviced by a septic system, which will limit what can be done on the property.

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

N/A

9) **LEGAL IMPLICATIONS :**

N/A

10) **RISK MANAGEMENT :**

N/A



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

12) **SUPPORTING DOCUMENTS:**  
By-law No. 2018-31



**RÈGLEMENT DE ZONAGE N° 2018-31**

Amendant le Règlement de zonage n° 2016-10

Corporation de la Cité de Clarence-Rockland

2160 rue Laval

Partie du Lot 21 Concession 5 parties 23 et 33 sur le plan 50R-3580

rédigé par

Cité de Clarence-Rockland

1560, rue Laurier

Rockland (Ontario)

K4K 1P7

(613) 446-6022

---

**ZONING BY-LAW NO. 2018-31**

Amending Zoning By-Law No. 2016-10

The Corporation of the City of Clarence-Rockland

2160 Laval Street

Part of Lot 21 Concession 5 parts 23 and 33 on plan 50R-3580

prepared by

City of Clarence-Rockland

1560 Laurier Street

Rockland, Ontario

K4K 1P7

(613) 446-6022

## LA CORPORATION DE LA CITÉ DE CLARENCE-ROCKLAND

### RÈGLEMENT N° 2018-31

#### RÈGLEMENT AMENDANT LE RÈGLEMENT DE ZONAGE N° 2016-10;

**ATTENDU QUE** le Règlement de zonage n° 2016-10 régit l'utilisation des terrains, la construction et l'utilisation des bâtiments et structures sur le territoire de la Cité de Clarence-Rockland; et

**ATTENDU QUE** le Conseil de la Corporation de la Cité de Clarence-Rockland considère qu'il est opportun d'amender le Règlement de zonage n° 2016-10, tel qu'il suit;

**PAR LA PRÉSENTE**, le Conseil de la Corporation de la Cité de Clarence-Rockland donne force de loi à ce qui suit:

**Article 1:** La propriété située au 2160 rue Laval identifiée à la cédule «A» ci-jointe, et faisant partie du présent règlement, est le terrain concerné par ce règlement.

**Article 2:** La cédule « D » du Règlement de zonage n° 2016-10, est par la présente amendée en modifiant de « *Zone polyvalente de village (VM)* » à « *Zone polyvalente de village – Exception 1 (VM-1)* », tel qu'identifiée à la cédule « A » ci-jointe, et faisant partie intégrante du présent règlement.

**Article 3:** L'article 9.1.3 (a) est par la présente ajouté au Règlement de zonage n° 2016-10 et se lit comme suit :

« (a) VM-1, 2160 rue Laval

Nonobstant toute disposition contraire en vertu du présent Règlement, les terrains zonés VM-1 doivent être utilisés conformément aux dispositions ci-après :

(i) Utilisations additionnelles permises:

- Concessionnaire automobile
- Atelier de carrosserie
- Atelier de réparations de véhicules motorisés
- Station-service
- Lave-auto »

**Article 4:** Le présent règlement entrera en vigueur à la date de son adoption par le Conseil sous réserve de l'approbation du Tribunal ou suite à la date limite pour le dépôt des avis d'opposition, selon le cas.

**FAIT ET ADOPTÉ EN RÉUNION PUBLIQUE, CE 7<sup>IÈME</sup> JOUR DE MAI 2018.**

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**Guy Desjardins, maire**

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**Monique Ouellet, greffière**

# THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

## BY-LAW NO. 2018-31

### BEING A BY-LAW TO AMEND ZONING BY-LAW NO. 2016-10;

**WHEREAS** Zoning By-Law no. 2016-10 regulates the use of land, and the use and erection of buildings and structures in the City of Clarence-Rockland; and

**WHEREAS** the Council of the Corporation of the City of Clarence-Rockland considers appropriate to amend Zoning By-Law No. 2016-10, as described;

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

**Section 1:** The property located at 2160 Laval Street, identified on Schedule "A" attached to and forming part of this by-law shall be the lot affected by this by-law.

**Section 2:** Schedule "D" of Zoning By-Law No. 2016-10 is hereby amended by changing the "*Village Mixed-Use (VM) Zone*" to "*Village Mixed-Use (VM-1) Zone*" on Schedule "A" of the map attached hereto and fully integrated as part of this by-law.

**Section 3:** Section 9.1.3 (a) is hereby added to the Zoning By-Law No. 2016-10 and reads as follows:

"(a) VM-1, 2160 Laval Street

Notwithstanding the provisions of this By-law to the contrary, the lands zoned CG-6 shall be used in accordance with the following provision(s)

(i) Permitted Uses:

- Motor vehicle dealership
- Motor vehicle body shop
- Motor vehicle repair facility
- Service station
- Motor vehicle washing facility"

**Section 3:** This by-law shall become effective on the date of passing hereof, subject to the approval of the Tribunal or following the last date for filing objections as the case may be.

**DATED AND PASSED IN OPEN COUNCIL, THIS 7<sup>th</sup> DAY OF MAY, 2018.**

\_\_\_\_\_  
**Guy Desjardins, Mayor**

\_\_\_\_\_  
**Monique Ouellet, Clerk**

## **NOTE EXPLICATIVE**

### **But et effet du Règlement**

Le but du présent règlement consiste à modifier le Règlement de zonage n° 2016-10, afin de permettre les usages de concessionnaire d'automobile, atelier de carrosserie, atelier de réparations de véhicules motorisés, station-service et lave-auto pour le terrain au 2160 rue Laval. Cette modification consiste à changer l'appellation de « *Zone polyvalente de village (VM)* » à « *Zone polyvalente de village - exception 1 (VM-1)* ».

Pour tous renseignements supplémentaires relativement à cette modification au Règlement de zonage n° 2016-10, veuillez communiquer avec le Service d'infrastructure et aménagement du territoire à l'Hôtel de ville situé au 1560, rue Laurier ou par téléphone au numéro (613) 446-6022.

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## **EXPLANATORY NOTE**

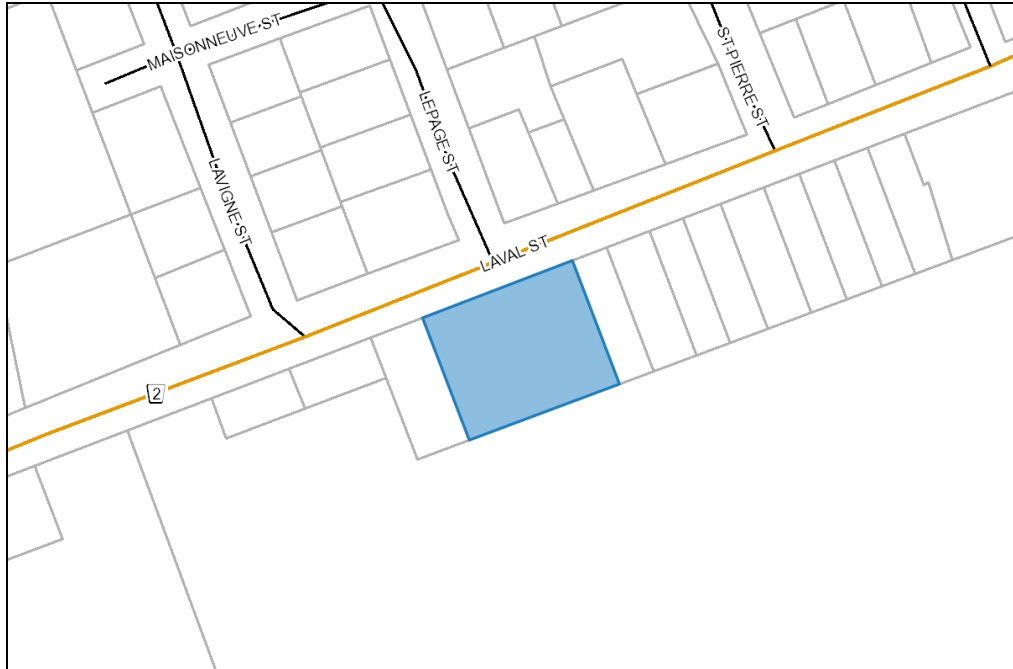
### **Purpose and Effects of this By-Law**

The purpose of the by-law is to amend Zoning By-Law No. 2016-10 in order to permit motor vehicle dealership, motor vehicle body shop, motor vehicle repair facility, motor vehicle service station and motor vehicle washing facility uses on the property located at 2160 Laval Street. This amendment is to change the designation of "*Village Mixed-Use (VM) Zone*" to "*Village Mixed Use (VM-1) Zone*".


For further information concerning the amendment to Zoning By-Law No. 2016-10, you may contact the Infrastructure and Planning Department, at the Town Hall, 1560 Laurier Street or by telephone at (613) 446-6022.



## CÉDULE « A » / SCHEDULE "A"



### De / From (VM) à / to (VM-1)

 <p>Terrains(s) touché(s) par ce règlement Area(s) affected by this by-law</p> <p>Changement de zonage /Zone change de/from VM à/to VM-1</p> <p>Certification d'authenticité Certificate of Authentification</p> <p>Ceci constitue le plan Cédule «A» du Règlement de zonage n° 2018-31, adopté le 7 mai 2018.</p> <p>This is plan Schedule "A" to Zoning By-Law No. 2018-31, passed the 7<sup>th</sup> day of May, 2018</p>	<p>Plan Cédule «A» du règlement n° 2018-31</p> <p>Schedule "A" to By-Law No. 2018-31</p> <p>2160 rue Laval</p> <p>2160 Laval Street</p> <p>Cité de Clarence-Rockland City</p> <p>Préparé par/prepared by Cité de Clarence-Rockland City 1560, rue Laurier Street Rockland, Ontario K4K 1P7</p> <p>Pas à l'échelle/Not to scale</p>
<p><b>Guy Desjardins, Maire / Mayor</b></p>	<p><b>Monique Ouellet, Greffière / Clerk</b></p>





## RAPPORT N° LOI2018-04-05

<b>Date</b>	Le 5 avril 2018
<b>Soumis par</b>	Jean-Luc Jubinville
<b>Objet</b>	Signature d'entente
<b># du dossier</b>	R04 CHI

### 1) **NATURE / OBJECTIF :**

Le but du présent rapport est de renouveler l'entente entre la Cité de Clarence-Rockland et Brigil 3223700 Canada Inc. pour l'utilisation du terrain situé au 1452 chemin Poupart où est actuellement situé le parc de chien sans laisse.

### 2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

La dernière entente signée entre Brigil et la Cité remonte à 2013 (rapport LOI2013-17R). L'entente était d'une durée de 5 ans.

### 3) **RECOMMANDATION DU SERVICE:**

**QUE** le comité plénier recommande au conseil municipal d'adopter un Règlement pour autoriser le maire et la greffière à signer l'entente entre la Cité de Clarence-Rockland et Brigil 3223700 Canada Inc. pour la location du terrain situé au 1452 chemin Poupart, tel que recommandé.

**THAT** the Committee of the whole hereby recommends to Municipal Council to adopt a By-Law to authorize the Mayor and the City Clerk to sign the agreement between the City of Clarence-Rockland and Brigil 3223700 Canada Inc. for the rental of the land situated at 1452 Poupart, as recommended.

### 4) **HISTORIQUE :**

En 2013, la Cité de Clarence-Rockland et la compagnie Brigil 3223700 Canada Inc. en sont venu à une entente afin que la Cité puisse construire un parc de chien sans laisse sur une parcelle de terrain situé au 1452 chemin Poupart. Cette première entente était d'une durée de 5 ans soit du mois de mai 2013 au mois de mai 2018. À l'intérieur de l'entente il est mentionné que Brigil accepterait d'étendre l'entente pour une période additionnelle de 5 ans.

### 5) **DISCUSSION :**

**Volonté de Brigil :** La compagnie Brigil nous a confirmé qu'elle accepte de renouveler l'entente pour une période additionnelle de 5 ans selon les mêmes termes.

**Utilisation du parc :** Le parc de chien est l'un des parcs municipaux les plus utilisés dans l'ensemble de Clarence-Rockland. Été comme hiver, les utilisateurs sont nombreux.

**Parc permanent :** Les Services communautaire et l'aménagement du territoire sont à la recherche d'une parcelle de terrain sur laquelle un parc de chien sans laisse pourrait être installé de façon permanente. L'objectif est d'établir un parc de chien sans laisse de façon permanente d'ici 5 ans.

6) **CONSULTATION :**  
N/A

7) **RECOMMANDATION OU COMMENTAIRES DU COMITÉ :**  
N/A

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

Le présent rapport n'a aucun impact financier direct. Brigil ne demande aucun frais de location.

9) **IMPLICATIONS LÉGALES :**  
N/A

10) **GESTION DU RISQUE (RISK MANAGEMENT) :**  
N/A

11) **IMPLICATIONS STRATÉGIQUES :**

À l'intérieur du plan directeur des loisirs la recommandation #34 nous indique que :

***Recommandation 34 :*** Identifier un emplacement permanent pour le parc à chiens à court ou moyen terme.

***Justification :*** Le parc à chiens est une infrastructure appréciée par la communauté. Afin de s'assurer qu'il soit disponible de façon permanente aux résidents, la Cité devra identifier un terrain municipal qui pourra être aménagé en parc à chiens permanent. De plus, un emplacement permanent permettra que des investissements soient effectués pour que les usagers puissent bénéficier d'une expérience fonctionnelle de

qualité. Un emplacement permanent devrait permettre les infrastructures suivantes :

- des infrastructures pour les petits et les gros chiens;
- une source d'eau propre;
- des clôtures suffisamment (hautes);
- un éclairage
- de multiples poubelles réparties dans le parc;
- une aire couverte en permanence afin d'obtenir de l'ombre;
- des bancs/tables pour les propriétaires.

12) **DOCUMENTS D'APPUI:**

- Entente de location de terrain
- Règlement





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

**ENTENTE DE LOCATION DE TERRAIN**

**ENTENTE**

**entre**

**BRIGIL 3223701 Canada Inc.**

**et**

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

**Attendu que** la Cité de Clarence-Rockland requiert le terrain décrit comme Clarence Concession 1 (O.S.), CON 9 Pt Lot C.Plan 50R9528 afin de continuer l'exploitation du parc de chien sans laisse pour une période temporaire d'un maximum de cinq ans débutant le 24 mai 2018.

**Attendu que** Brigil accepte de faire la location de terrain à aucun frais à la Cité de Clarence-Rockland; terrain décrit comme Clarence Concession 1 (O.S.), CON 9 Pt Lot C.Plan 50R9528

Les parties à la présente conviennent et s'engagent comme suit:

- 1) Brigil accepte une location sans frais d'un espace de 3.3 +/- acres tel qu'identifié à l'Annexe « A » de cette entente;
- 2) Brigil aura le droit de mettre fin à cette entente avec un avis de 2 mois;
- 3) La Cité de Clarence-Rockland confirme que le zonage existant du site est approprié pour un parc de chiens sans laisse;
- 4) La Cité de Clarence-Rockland fournira une assurance responsabilité et nommera Brigil comme assuré additionnel;
- 5) La Cité de Clarence-Rockland est responsable de remettre le terrain dans son état à la fin de la période de l'entente si jugé nécessaire par Brigil;

- 6) La Cité de Clarence-Rockland ou ses agents sont responsables de la collecte des déchets et l'entretien du site;
- 7) La Cité de Clarence-Rockland est responsable d'établir et d'afficher les règlements du parc de chiens sans laisse sur le site;
- 8) La Cité de Clarence-Rockland s'engage à installer une affiche faisant la promotion du partenariat avec Brigil dans ce projet.
- 9) Brigil accepte qu'une affiche de donateurs pour l'aménagement du parc soit installée sur le dit site.

Les parties s'entendent à respecter les conditions et les engagements ci-après mentionnés.

Les parties s'entendent que toute dispute, différend ou désaccord soit rapporté pour règlement, au directeur général de la Cité de Clarence-Rockland ainsi qu'au Directeur de développement de Brigil.

**FAIT ET SIGNÉ À CLARENCE-ROCKLAND, ONTARIO CE                      AVRIL  
2018**

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

**BRIGIL**

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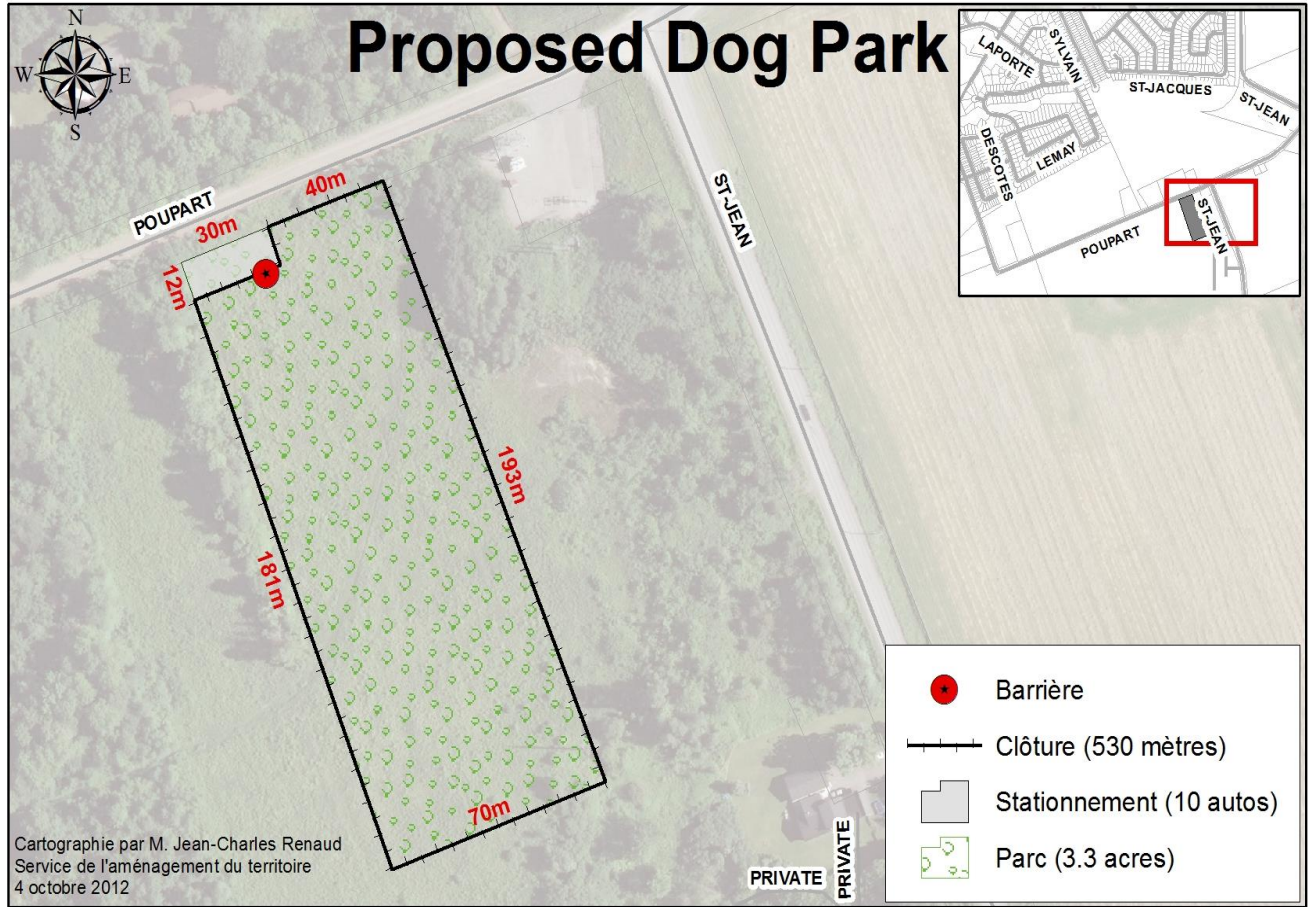
**Greffière**

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**Brigil**



**ANNEXE « A »**





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

**BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO SIGN AN AGREEMENT WITH BRIGIL 3223700 CANADA INC. WITH REGARDS THE RENTAL OF THE LAND SITUATED AT 1452 POUPART.**

**WHEREAS** the Corporation of the City of Clarence-Rockland intends to sign an agreement with Brigil 3223700 Canada Inc;

**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;

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

1. **THAT** Municipal Council hereby authorizes the Mayor and the City Clerk to sign the agreement between the City of Clarence-Rockland and Brigil 3223700 Canada Inc. for the rental of the land Located at 1452 Poupart, as recommended;
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 7th DAY OF MAY, 2018.**

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GUY DESJARDINS, MAYOR

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MONIQUE OUELLET, CLERK





## RAPPORT N° 2018-04-07

<b>Date</b>	Le 16 avril 2018
<b>Soumis par</b>	Pierre Boucher et Frédéric Desnoyers
<b>Objet</b>	Budget des garderies (Informations)
<b># du dossier</b>	FO5-GAR

### 1) **NATURE / OBJECTIF :**

Le but de ce rapport est de démontrer au conseil les mesures mises en place et les nouveaux outils budgétaires afin d'adresser les problèmes reliés au budget du Service de garderies.

### 2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

N/A

### 3) **RECOMMANDATION DU SERVICE:**

**THAT** Report no. 2018-04-07 be received as information

**QUE** le Rapport no. 2018-04-07 soit reçu à titre d'information

### 4) **HISTORIQUE :**

Par le passé le Service a toujours travaillé selon les outils à sa disposition pour faire les prévisions budgétaires ainsi que les budgets annuels. Sur quelques documents utilisés, les informations étaient variantes et pouvaient nous diriger vers des prévisions divergentes.

L'information des Services offerts était basée sur la prévision des mois précédents d'opérations par contre ceux-ci pouvaient engendrer diverses statistiques.

Les groupes et le recrutement des clients changent constamment et afin de suivre les tendances nous devons mettre en place des outils plus précis.

### 5) **DISCUSSION :**

Il y a deux éléments qui ont un gros impact sur le budget des garderies, les salaires et les revenus. Des changements et des outils ont été mis en place afin de suivre ceux-ci sur une base mensuelle.

### **Suivi mensuel des revenus :**

Quelques changements ont été nécessaires afin de quantifier les services vendus sur une base mensuelle. Les factures des parents ont été modifiées afin de démontrer la division dans les services achetés sur une facture équivalente. Chaque service est maintenant facturé par jour et par « code » de service vendu. Cela permettra au département de produire un rapport de vente et de comparer celui-ci chaque mois.

Afin de pouvoir comparer celui-ci par rapport au budget, le budget des revenus de garderie a dû être décortiqué pour ramener celui-ci sur une base mensuelle. Une copie du format du rapport est présentée à l'Annexe A. Le but de celui-ci est de présenter plus en détail les écarts dans les revenus facturés au parent et reçus des Comtés pour les parents subventionnés.

De plus, une feuille de travail a été mise en place afin de vérifier la capacité/assiduité des groupes existants dans chaque garderie. Ainsi, aussitôt que des places sont disponibles, l'administration fait de son possible pour remplir ces places avec de nouveaux enfants.

### **Suivi mensuel des salaires :**

En 2017, une erreur était présente dans le budget des salaires. Afin de s'assurer que ceci ne se reproduise plus et que les erreurs soient détectées plus rapidement, un rapport est préparé à chaque mois afin de s'assurer que les salaires respecteront le budget.

6) **CONSULTATION :**  
N/A

7) **RECOMMANDATION OU COMMENTAIRES DU COMITÉ :**  
N/A

8) **IMPACT FINANCIER (monétaire/matériaux/etc.):**  
L'acceptation de ce rapport n'a aucun impact financier.

9) **IMPLICATIONS LÉGALES :**  
N/A

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

Ces nouveaux outils mis en place permettent de prévoir les résultats financiers afin de pouvoir mitiger les effets en temps opportun.

11) **IMPLICATIONS STRATÉGIQUES :**

N/A

12) **DOCUMENTS D'APPUI:**

Annexe A : Format - Rapport mensuel des ventes des garderies





Monthly Daycare Sales Report January 2018		Monthly						YTD					
		Budget		Actual		Difference		Budget		Actual		Difference	
		# of days	Amount	# of days	Amount	# of days	Amount	# of days	Amount	# of days	Amount	# of days	Amount
	A	B	C	D	C-A	D-B	E	F	G	H	G-E	H-F	
<b>Carrefour-Jeunesse</b>													
	Toddlers	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	Preschoolers	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age full days	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age AM & PM	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age AM or PM	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	Other	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	<b>Subtotal</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>
<b>St-Patrick</b>													
	Toddlers	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	Preschoolers	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age full days	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age AM & PM	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age AM or PM	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	Other	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	<b>Subtotal</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>
<b>Rockland Public</b>													
	Toddlers	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	Preschoolers	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age full days	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age AM & PM	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age AM or PM	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	Other	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	<b>Subtotal</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>
<b>St-Mathieu</b>													
	Toddlers	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	Preschoolers	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age full days	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age AM & PM	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age AM or PM	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	Other	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	<b>Subtotal</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>
<b>Ste-Felicite</b>													
	Toddlers	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	Preschoolers	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age full days	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age AM & PM	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age AM or PM	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	Other	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$

Monthly Daycare Sales Report January 2018		Monthly						YTD					
		Budget		Actual		Difference		Budget		Actual		Difference	
		# of days	Amount	# of days	Amount	# of days	Amount	# of days	Amount	# of days	Amount	# of days	Amount
	A	B	C	D	C-A	D-B	E	F	G	H	G-E	H-F	
Subtotal	##	\$\$	##	\$\$	##	\$\$	##	\$\$	##	\$\$	##	\$\$	
<b>Sacre Coeur</b>													
	Toddlers	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	Preschoolers	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age full days	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age AM & PM	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age AM or PM	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	Other	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
<b>Subtotal</b>		<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>
<b>St-Pascal</b>													
	Toddlers	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	Preschoolers	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age full days	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age AM & PM	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age AM or PM	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	Other	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
<b>Subtotal</b>		<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>
<b>Ste-Trinité</b>													
	Toddlers	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	Preschoolers	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age full days	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age AM & PM	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	School age AM or PM	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
	Other	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
<b>Subtotal</b>		<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>	<b>##</b>	<b>\$\$</b>
		<b>###</b>	<b>\$\$\$</b>	<b>###</b>	<b>\$\$\$</b>	<b>###</b>	<b>\$\$\$</b>	<b>###</b>	<b>\$\$\$</b>	<b>###</b>	<b>\$\$\$</b>	<b>###</b>	<b>\$\$\$</b>



## REPORT N°INF2018-005 Awards for Purchase and Installation of LED Street Lights

<b>Date</b>	16/04/2018
<b>Submitted by</b>	Phillipe Cormier
<b>Subject</b>	Awards for Purchase and Installation of LED Street Lights
<b>File N°</b>	-

1) **NATURE/GOAL :**

The purpose of this report is to obtain Council's authority to sign a contract with Guillevin International Co. for the Purchase of new LED Streetlight Fixtures.

Also, to obtain authorization to sign a contract with Teraflex Ltd. for the installation of the new LED Streetlights

2) **DIRECTIVE/PREVIOUS POLICY :**

N/A

3) **DEPARTMENT'S RECOMMENDATION :**

**THAT** the Committee of the Whole recommends that Council adopts a by-law to authorize the execution of a contract with Guillevin International Co. for the Purchase of new LED Streetlight Fixtures in the amount of \$242,823.15 (excluding HST); and

**THAT** the Committee of the Whole further recommends that Council adopts a by-law to authorize the execution of a contract with Teraflex Ltd. for the LED Streetlight Installation project in the amount of \$197,232.00 (excluding HST).

**QUE** le Comité plénier recommande que le Conseil adopte un règlement pour autoriser la signature d'un contrat avec Guillevin International Co. pour l'achat de nouvelle Lampadaires de rues DEL, pour une somme de 242 823,15\$ (excluant la T.V.H.); et

**QUE** le Comité plénier recommande que le Conseil adopte un règlement pour autoriser la signature d'un contrat avec Teraflex Ltd. pour effectuer les travaux d'installation de nouvelle Lampadaires de rues DEL, pour une somme de 197 232,00\$ (excluant la T.V.H.).

#### 4) **BACKGROUND :**

The municipality approved a project to replace inefficient street lighting by converting all existing standard High Pressure Sodium roadway luminaires to LED technology.

In 2016, in anticipation of this project, staff met several companies that offered a turnkey solution to convert City street lights from HPS to LED. This implied a chosen consultant would be responsible for the entire project from start to finish, eliminate the need to develop and manage the project internally. The costs and level of service from these companies varied slightly but ranged from \$750,000 to \$850,000.

In its 2017 budget deliberation, Council agreed to proceed with the conversion of streetlights within the municipality and accordingly approved \$800,000 in the Capital program. City staff will develop and manage the project with internal resources instead of using consultants offering a turnkey project approach. There are many companies on the market place that offer turnkey solutions. That completes the project for all 3 phases. By managing the project internally, the City will benefit from eliminating third party managing costs. The project will be divided in the following three (3) phases;

- Phase 1: Data collection and LED Lighting Design
- Phase 2: Purchase of LED lighting fixture
- Phase 3: Installation of new LED street lights.

The department brought forward a report in May of 2017 detailing the project phases and the project management process. Refer to attached report **INF2017-031**.

#### 5) **DISCUSSION :**

##### **1. Cost Savings;**

The City has shown significant benefits in proceeding with a multi-phase approach to the LED conversion project for the Capital and Operation budgets;

##### **Capital Savings;**

- In house project management cost savings reduces the estimated total project cost from \$800,000 to \$571,684 resulting in a projected savings of \$228,315. Refer to financial table for project cost breakdown.

### Operations Savings;

- Ability to choose a higher quality light fixture to maximize energy savings; will reduce electricity consumption by 66%, see table below
- Divert cost savings to replace all associated wiring and fuses to drastically cut on annual maintenance cost by 65% for the next 10yrs; see table below.

-Table below summarizes the operational savings associated with before upgrade and post upgrade.

<b>Operational Cost savings</b>				
<b>Current Status</b>	<b>Before Upgrade</b>	<b>Post Upgrade 2019 estimate</b>	<b>Variance</b>	<b>Percent differential</b>
Number of fixtures	1,297	1,297		
Annual Electricity Consumption (kw/hr)	1,524,924	518,474	(1,004,449)	66%
Annual Electricity Cost	\$294,000	\$99,960	(\$194,040)	66%
Annual Average Maintenance Cost	\$20,000	\$7,000	(\$13,000)	65%
<b>Total</b>	<b>\$314,000</b>	<b>\$106,960</b>	<b>(\$207,040)</b>	<b>66%</b>

Based on the above estimated cost savings, the project is estimated to be paid back in 2.8 years compared to 4 years using a turnkey consultant.

## 2. Tender Summary – Purchase LED;

On February 8<sup>th</sup>, 2018 the Department opened the RFP for the Purchase of LED Streetlights. The RFP specified (F18-INF-2018-004) strict technical guidelines to ensure the purchase of a superior quality fixture which would maximize energy savings. The following seven (7) submissions were received, priced as follows:

<b>Light Purchase Submissions</b>	
<b>Contractor</b>	<b>Price Submitted (excluding HST)</b>
Westburne	**\$-
Phillips	**\$-
Leotck Electronics USA.	**\$197,161.00
Guillevin International Co.	\$242,823.15
GE	\$248,675.50
Nedco – LED Roadway Lighting	\$311,786.26
Econolite	\$312,220.22

\*\* Disqualified bids due to incomplete or late submissions.

Guillevin International Co. submitted the lowest bid with a total bid price of \$242,823.015. The bid submission was evaluated and found to be in conformity to RFP F18-INF-2018-004.

The chosen product adhere to or exceed the following evaluation criteria;

- Show hydro cost savings by lowering wattage for each light
- Provide 10yr warranty, 100% product replacement
- Product to be of north American origin to ensure continuity of product in future years
- Provide best continual light on the road, avoid dark spots between light fixtures

The Department, therefore, recommends that the City retains the services of Guillevin International Co. for the purchase of the new LED street lights. Guillevin has shown they conformed or exceed (in numerous technical aspects) specification including hydro savings.

### **3. Tender Summary – LED Light Installation;**

On February 6<sup>th</sup>, 2018 the Department opened tenders for the LED Streetlight Installation project. Tender F18-INF-2018-006 was formulated with a Unit Price Contract approach, a common practice used for installation projects. The following five (5) submissions were received, priced as follows:

<b>Light Installation Submissions</b>	
<b>Contractor</b>	<b>Price Submitted (excluding HST)</b>
Teraflex Ltd.	\$197,232.00
Dundas Power Line Ltd.	\$228,896.00
Seguin Morris Inc.	\$318,356.42
Black & McDonald Ltd.	\$365,998.00
JWK Utilities & Site Services Ltd.	\$620,696.75

Teraflex Ltd submitted the lowest bid with a total bid price of \$197,232.00. The bid submission was evaluated and found to be in conformity to tender F18-INF-2018-006.

**Price discrepancy between bidders:**

All bidders were found to be in conformity with the tender requirements. The different bid prices are based on the different unit rates applied by the individual companies.

The Department, therefore, recommends that the City retains the services Teraflex Ltd. for the installation of the new LED street lights.

6) **CONSULTATION:**

Staff has engaged in a substantial consultation process with lighting engineers, neighboring Municipality's and LED consulting firms to better understand the implication and process need to successfully implement new lighting technology.

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

N/A

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

The 2017 Capital Budget allocated \$800,000 to undertake the LED Streetlight Conversion Project. The contract is recommended to be awarded to the 2 lowest compliant bids, namely Guillevin International Co. and Teraflex Ltd.

<b>Street light LED Conversion</b>	
Budget account 2-4-3710-9439:	<b>\$800,000.00</b>
<b>Items</b>	<b>Amount</b>
Previously spent (2017) <ul style="list-style-type: none"> <li>- <b>Phase 1</b>; Existing street light audit: \$31,878</li> <li>- Clarence Creek arena interior light conversion to LED: \$39,689</li> <li>- Others: \$27,134</li> </ul>	\$98,701.00
Remainder after Phase 1	<b>\$701,299.00</b>
<b>Phase 2</b> : LED Streetlight Fixtures Contract Price	\$242,830.15
<b>Phase 3</b> : LED Installation Contract price	\$197,232.00
Total Contact Costs (excluding HST)	\$440,062.15
HST (1.8%)	\$7921.11
Project Contingency	\$25,000.00
<b>Total Contract Costs</b> (including HST & contingency amount)	<b>\$472,983.26</b>
<b>Total Project Net Costs</b>	<b>\$571,684.26</b>
<b>Budget Savings</b>	<b>\$228,315.74</b>

The project will be internally financed by the operational savings from the electricity and maintenance of the street lights. Based on the 2018 budget when applying a 66% saving on electricity budget and 65% on the maintenance budget a total saving of \$207,040 is expected. The savings will be used to finance the project. From these estimates, the project could be repaid in 2.8 years. These adjustments will be reflected in the 2019 operational budget.

9) **LEGAL IMPLICATIONS :**  
N/A

10) **RISK MANAGEMENT :**  
The development of a multiyear plan included a risk assessment of internal vs external project management to maximize cost recovery of the LED conversion project through hydro cost reductions.

11) **STRATEGIC IMPLICATIONS :**



Implementation of this program will demonstrate the municipality's commitment to providing effective cost and energy savings of its lighting infrastructure.

12) **SUPPORTING DOCUMENTS:**

By-Law 2018-XX – Purchase Contract

By-Law 2018-XX – Installation Contract

REPORT N°INF2017-031– Streetlights LED Project, Timelines Update  
Contract



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

**BY-LAW NO. 2018-**

**BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO AWARD A CONTRACT TO Guillevin International CO.**

**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 award a contract to Guillevin International Co. for the purchase of new LED streetlight fixtures in the amount of 242 823.15\$ (excluding HST).

**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 Guillevin International Co. for the purchase of new LED streetlight fixtures;
- 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 16 DAY OF APRIL 2018.**

---

GUY DESJARDINS, MAYOR

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MONIQUE OUELLET, CLERK



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

**BY-LAW NO. 2018-**

**BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO AWARD A CONTRACT TO Guillevin International CO.**

**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 award a contract to Teraflex Ltd for the LED Streetlight installation in the amount of 197 232.00\$ (excluding HST).

**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 Teraflex Ltd for the LED Streetlight installation;
- 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 16 DAY OF APRIL 2018.**

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GUY DESJARDINS, MAYOR

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MONIQUE OUELLET, CLERK





**REPORT N°INF2017-031: Streetlights LED Project, Timelines Update**

<b>Date</b>	01/05/2017
<b>Submitted by</b>	Richard Campeau
<b>Subject</b>	INF2017-031 Streetlights LED Project, Timelines Update.docx
<b>File N°</b>	N/A

1) **NATURE/GOAL :**

The purpose of this report is to advise Council of the upcoming steps and timelines to complete the conversion of all non-decorative street lights from High Pressure Sodium (HPS) to Light Emitting Diodes (LED) within the municipality.

2) **DIRECTIVE/PREVIOUS POLICY :**

N/A

3) **DEPARTMENT’S RECOMMENDATION :**

**THAT** Report No. INF2017-031, be received as information.

**QUE** le Rapport No. INF2017-031, soit reçu à titre d’information.

4) **BACKGROUND :**

Last year, in anticipation of this project, staff met several companies that offered a variety of services to convert City street lights from HPS to LED. The costs and level of service from these companies varied slightly and ranged from \$750,000 to \$850,000.

In its 2017 budget deliberation, Council agreed to proceed with the conversion of street lights within the municipality and accordingly approved \$800,000 in the Capital program.

In the last few months, staff has been working on a Street Lighting Policy (SLP) before we proceed with the design. This policy will be presented to Council at the June 5<sup>th</sup>, 2017 meeting. Although the Street Lighting Policy’s approval is not tied to this report, it will definitely help staff with the design of all future development and future capital road reconstruction projects.

5) **DISCUSSION :**

In order for the LED conversion program to be executed from start to finish in a cost effective manner, staff will need to undertake the following steps;

<b>Task</b>	<b>Tender Period</b>	<b>Committee of the Whole (Approval)</b>	<b>Approx. Value</b>
1-Approval of Street Lighting Policy (SLP)	N/A	May 15 <sup>th</sup> , 2017	N/A
2-Contract to collect existing data on street light system	April 2017	June 5 <sup>th</sup> , 2017	\$150,000
3-Purchase Materials	Nov. 2017	January, 2018	\$360,000
4-Contract for installation, conversion and energizing new LED lights	Feb. 2018	April, 2018	\$160,000

The benefit to proceed with these multiple contracts is that the City will be able to purchase/install a better quality LED light and fixture. The companies that were offering the turn-key option were proposing a low end quality fixture. With those low end fixtures come a shorter life expectancy and a much higher maintenance level.

Two (2) municipalities within Prescott-Russell have opted for the turn-key option just a few years ago and are already experiencing complications and need to inject more money into their street light budget and are contemplating upgrading their street light fixtures.

In proceeding with these multiple contract versus the turnkey option, City staff is planning to proceed to have better quality light fixtures installed and believes there may still be cost savings. The downside to this process is that the process will be slightly lengthier.

**Task 2:** Tender for this contract closed Tuesday May 9 and is scheduled to be presented at the June 5<sup>th</sup> Committee of the Whole meeting. Once awarded, it will take approximately 4 months for the contractor to collect all required data.

**Task 3:** Once the data collected (Task 3), this next tender will permit us to proceed with the purchase of the matching LED lights. Delivery wait time once order confirmed is approximately 4-6 weeks.

**Task 4:** Installation and energizing of the new LED lights could take place during the winter months but bid prices are anticipated to be affected by the installation temperatures/weather. City staff believes that going to tender in Feb 2018 and awarding this last contract at the April 2018 Council meeting will give them a jump start on the next construction season while benefitting from competitive prices.



Installation of the new LED lights could start in May-June 2018 and be completed by the fall 2018.

The project costs are summarized as follows:

<b>Approved budget</b>	<b>\$800,000</b>
Conversion of lights to LED at Clarence Creek arena (Undertaken by Community Services dept.)	\$30,000
Contract to collect existing data on current street lighting system.	\$150,000
Purchase materials.	\$360,000
Contract for installation, conversion and energizing of new LED street lights.	\$180,000
10% contingency	\$80,000
<b>Estimated total project costs</b>	<b>\$800,000</b>

6) **CONSULTATION:**

N/A

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

N/A

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

This project has been approved in the 2017 Capital budget and will be 100% debt financed.

9) **LEGAL IMPLICATIONS :**

N/A

10) **RISK MANAGEMENT :**

N/A

11) **STRATEGIC IMPLICATIONS :**

While proceeding with a three (3) tender process, will involve more work for City staff and will lengthen the project by several months, there is a potential benefit in obtaining a better quality light fixture while also realizing cost savings. Obviously, these will not be known until finalization of the project.

12) **SUPPORTING DOCUMENTS:**

N/A





## REPORT N° PRO2018-009

<b>Date</b>	16/04/2018
<b>Submitted by</b>	Brian Wilson
<b>Subject</b>	Protective Services – Monthly Report (Mar 2018)
<b>File N°</b>	<a href="#">Click here to enter text.</a>

- 1) **NATURE/GOAL :**  
To advise council on the activities performed by the Protective Services Department.
- 2) **DIRECTIVE/PREVIOUS POLICY :**  
None.
- 3) **DEPARTMENT’S RECOMMENDATION :**  
**THAT** Report No. PRO2018-009 in regards to monthly statistics, be received as information.

**QUE** le rapport No. PRO2018-009 au sujet des statistiques mensuel, soit reçu à titre d’information.

- 4) **MONTHLY STATISTICS :**  
For the month of February 2018, the Protective Services Department did perform the following:

### **Fire Department**

Incidents:

Call Type	# of Calls (MAR)	YTD
Fire – Residential	1	1
Fire – outdoor	1	1
Fire – Chimney		1
Burning Complaint		1
Fire Alarms (Cooking)	2	6
Fire Alarms (Malicious)	1	2
Fire Alarms (Accidental)	1	5
Fire Alarms (Faulty Eq.)	1	4
Fire Alarms (Other)		2
Fire – Other (e.g. steam)		2
CO Alarm (CO found)		2
CO Alarm (No CO found)	2	5
MVC – extrication		2
MVC – no extrication	2	7
Medical – VSA	3	9

Medical - Unconscious		7
Medical - Other	1	13
Cancelled On Route	1	3
Other	4	7
<b>TOTAL</b>	<b>20</b>	<b>81</b>

Fire department response times are detailed in the attached report, and are summarized below:

March – Weekday Incidents			
District	# of P1 Calls	Avg. P1 Response Time	# of P2 Calls
1A Bourget Rural			1
1B Bourget Urban			
1C Bourget Rural			
2A Clarence-Creek Rural			
2B Clarence-Creek Urban			
2C Clarence-Creek Rural	1	7:16	
3A Rockland Rural			
3B Rockland Urban	1	5:26	1
(P1 = priority one, lights & sirens / P2 = priority two, no lights/sirens)			

March – Evening/Weekend/Holiday Incidents			
District	# of P1 Calls	Avg. P1 Response Time	# of P2 Calls
1A Bourget Rural	1	10:54	5
1B Bourget Urban	1	3:26 *	
1C Bourget Rural			
2A Clarence-Creek Rural			2
2B Clarence-Creek Urban			
2C Clarence-Creek Rural	1	4:59 *	
3A Rockland Rural			1
3B Rockland Urban	3	8:43 *	
(P1 = priority one, lights & sirens / P2 = priority two, no lights/sirens) (* indicates at least one call included in this category where the first arriving unit was a Chief Officer in a take-home vehicle)			

Prevention / Public Education:

	March	YTD
Fire Inspections Completed	26	43
Smoke/CO Alarm Checks	4	4
Follow-up Inspections		14
Tickets Issued		4
Public Education Events	3	4
Fire Extinguisher Training	1	1

Training:

	February	YTD
Training Courses Offered	14	43
Training Hours Worked (incl. prep)	371	2164

- The following topics were covered during training in January:
  - o Ropes & Knots
  - o Mayday and Rapid Intervention Team Training
  - o Review of Line-of-Duty Death investigation reports
  - o Firefighter knowledge testing and medical review scenarios
  - o General information meeting & review of Caron St fire
  - o Water and ice rescue practical skills refresher training
  - o Driver training
  - o Self-contained breathing apparatus training
  - o 'Blue Card' incident command officer training
  - o Emergency Medical Instructor (EMR) Re-Certification

Meetings (evening meetings / committee meetings):

- The Chief attended a Zone 6 meeting for the Ontario Association of Fire Chiefs
- The Chief attended a farewell party for a departing member of the fire department
- The Chief and Deputy Chief met with a radio supplier regarding the capital radio replacement project
- The Chief attended the post mortem related to a fatal fire investigation
- The Chief and Deputy Chief participated in several meetings regarding new fire stations – including tender evaluations, consensus meetings
- The CEMC attended the South Nation Conservation Authority Municipal Information Day and Flood Forecasting Meeting
- The Chief and A/Deputy Chief met with Chief Hovey (The Nation) regarding potential automatic aid agreements

	March (Hours)	YTD (Hours)
County Fire Chiefs Meetings		6
Regional Training Centre		7
CRFD Executive Meetings	3	9
Operational Guideline Committee		3
Training Committee		3
Personal Protective Equipment Committee		2
Labour Relations Committee (CRPFFA)		1

## **Municipal Enforcement**

	February	YTD
Officers hours worked	726	1738
OT hours worked (1.5)	58	105
OT hours for On Call (1.0)	16	40
Hours on snow enforcement	0	22.5
OT hours on snow enforcement	0	32.5
Hours on Taxi Administration	16	47
Hours on Civic Addressing	96	180
# of parking tickets issued	25	139
# of hours on Business Licensing	5	24
# of parking warnings issued	98	183
# of Part I tickets issued	1	3
# of Part III summons issued	0	1
# of dogs caught at large	1	20
# of complaints handled	77	189

### March 2018

#	Incident Date	Incident Type	District	Apparatus		Staffing	Distance in KM	Priority	Dispatch Time	Responding Time	Arrival Time	Total Response Time	Overall Response Time
Bourget Rural													
18-061	March 1, 2018	Other	1A (Bourget Rural)	Primary	Pumper 1 (Bourget)	2 FF (Vol)	1.867	2	2:27:36 AM	2:40:24 AM	2:42:52 AM	0:15:16	0:15:16
18-064	March 3, 2018	Carbon Monoxide - False	1A (Bourget Rural)	Primary	Pumper 1 (Bourget)	4 FF (Vol)	1.867	2	3:10:48 PM	3:16:06 PM	3:18:36 PM	0:07:48	0:07:48
18-065	March 3, 2018	Medical - VSA	1A (Bourget Rural)	Primary	Squad 1 (Bourget)	3 FF (Vol)	10.771	1	11:32:03 AM	11:36:34 AM	11:41:21 AM	0:09:18	0:09:18
18-071	March 14, 2018	Alarms - Cooking Incident	1A (Bourget Rural)	Primary	Pumper 1 (Bourget)	4 FF (Vol)	12.443	2	7:11:13 PM	7:16:31 PM	cancelled		0:09:54
				First Arriving	Car 1 (Chief)	1 FF (FT)	12.081	2		7:13:13 PM	7:21:07 PM	0:09:54	
18-074	March 20, 2018	Alarms - Malfunction	1A (Bourget Rural)	Primary	Pumper 1 (Bourget)	4 FF (Vol)	12.759	2	4:37:11 PM	4:48:20 PM	4:58:08 PM	0:20:57	0:13:49
				First Arriving	Car 1 (Chief)	1 FF (FT)	13.06	2		4:51:00 PM	4:51:00 PM	0:13:49	
18-079	March 26, 2018	Other	1A (Bourget Rural)	Primary	Pumper 1 (Bourget)	2 FF (Vol)			2:14:20 PM	cancelled			0:08:40
				First Arriving	Squad 3 (Rockland)	3 FF (FT)	9.733	2		2:15:33 PM	2:23:00 PM	0:08:40	
18-080	March 30, 2018	Alarms - Cooking Incident	1A (Bourget Rural)	Primary	Pumper 1 (Bourget)	3 FF (Vol)	8.312	2	1:55:25 PM	2:00:23 PM	2:07:04 PM	0:11:39	0:11:39
Bourget -Village													
18-062	March 1, 2018	Medical - VSA	1B (Bourget Village)	Primary	Squad 1 (Bourget)	3 FF (Vol)	0.447	2	7:10:36 PM	7:15:46 PM	7:32:21 PM		0:03:26
				First Arriving	Car 1 (Chief)	1 FF (FT)	1.135	1		7:13:50 PM	7:14:02 PM	0:03:26	
Clarence-Creek Rural													
18-068	March 10, 2018	Carbon Monoxide - False	2A (Clarence Rural)	Primary	Pumper 2 (Clarence)	4 FF (Vol)	5.109	2	11:46:47 PM	11:47:34 PM	12:00:26 AM	0:13:39	0:13:39
18-077	March 24, 2018	Alarms - Cooking Incident	2A (Clarence Rural)	Primary	Pumper 2 (Clarence)	4 FF (Vol)	2.745	2	6:50:22 PM	6:52:50 PM	6:59:55 PM	0:09:33	0:09:33
Clarence-Creek Rural													
18-069	March 9, 2018	Vehicle Collision - Medical	2C (Clarence Rural)	Primary	Pumper 2 (Clarence)	4 FF (Vol)	9.875	1	7:10:10 PM	7:15:53 PM	cancelled		0:04:59
				First Arriving	Car 1 (Chief)	1 FF (FT)	7.066	1		7:12:04 PM	7:15:09 PM	0:04:59	
18-070	March 14, 2018	Medical - Lift Assist	2C (Clarence Rural)	Primary	Pumper 2 (Clarence)		0.236	1	2:12:56 PM	2:24:35 PM	cancelled		0:07:16
				First Arriving	Car 2 (Deputy)	1 FF (FT)		1		2:15:31 PM	2:20:12 PM	0:07:16	
Rockland Rural													
18-072	March 14, 2018	Alarms - Accidental	3A (Rockland Rural)	Primary	Pumper 3 (Rockland)	4 FF (Vol)	4.3	2	6:56:31 AM	cancelled			0:12:47
				First Arriving	Car 2 (Deputy)	1 FF (FT)	7.399	2		7:02:39 AM	7:09:18 AM	0:12:47	
Rockland Urban													
18-066	March 4, 2018	Fire - Field	3B (Rockland Urban)	Primary	Pumper 3 (Rockland)	6 FF (Vol)	0.304	1	7:42:20 PM	7:49:45 PM	7:50:27 PM	0:08:07	0:08:07
18-067	March 7, 2018	Vehicle Collision - Traffic Control	3B (Rockland Urban)	Primary	Pumper 3 (Rockland)	4 FF (Vol)	0.509	1	4:09:40 PM	4:17:33 PM	4:18:40 PM	0:09:00	0:07:19
				First Arriving	Car 1 (Chief)	1 FF (FT)	11.245	1		4:11:20 PM	4:16:59 PM	0:07:19	
18-063	March 2, 2018	Other	3B (Rockland Urban)	Primary	Pumper 3 (Rockland)		1.638	2	11:17:06 AM				0:05:03
				First Arriving	Squad 3 (Rockland)	1 FF (FT)	1.638	2		11:18:36 AM	11:22:09 AM	0:05:03	
18-073	March 16, 2018	Fire - Residence	3B (Rockland Urban)	Primary	Pumper 3 (Rockland)	4 FF (Vol)	1.113	1	5:55:01 AM	6:05:00 AM	6:11:25 AM	0:16:24	0:08:33
				First Arriving	Car 2 (Deputy)	1 FF (FT)	1.327	1		5:59:37 AM	6:03:34 AM	0:08:33	
18-075	March 22, 2018	Alarms - Malicious	3B (Rockland Urban)	Primary	Pumper 3 (Rockland)	5 FF (Vol)	0.863	1	8:56:11 PM	8:56:36 PM	9:07:04 PM	0:10:53	0:10:53
18-076	March 23, 2018	Medical - VSA	3B (Rockland Urban)	Primary	Squad 3 (Rockland)	1 FF (Vol)	1.816	1	7:57:16 AM	8:00:00 AM	8:02:42 AM	0:05:26	0:05:26
18-078	March 25, 2018	Other	3B (Rockland Urban)	Primary	Squad 3 (Rockland)	1 FF (Vol)	0.82	1	1:25:21 AM	cancelled			0:00:00