



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

August 13, 2018, 6:00 pm

Council Chambers

415 rue Lemay Street, Clarence Creek, Ont.

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Pages

1. **Opening of the meeting**  
The meeting is scheduled to begin at 6:00 pm in order to allow for a closed session.  
The portion of the meeting that is open to the public begins at 7:15 pm.
2. **Prayer** 1
3. **Adoption of the agenda**
4. **Disclosure of pecuniary interests** 3
5. **Closed Meeting**
  - 5.1 **Litigation Matter - D.V. Development Inc**
  - 5.2 **Caron Street Subdivision - appeal to LPAT**
  - 5.3 **Potential Land Acquisition**
  - 5.4 **Performance appraisal - Directors**
  - 5.5 **Salary review**
6. **Closed Meeting report**
7. **Announcements**

**8. Comment/Question Period**

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

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

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

**9. Council Members' Items**

**10. Consent Items**

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

**10.1 Adoption of the minutes of the following meetings:**

- a. Committee of the Whole of June 18, 2018 5
- b. Special meeting of April 30, 2018 17
- c. Special Committee of the Whole of April 30, 2018 25
- d. Regular meeting of June 18, 2018 33

**11. Committee/Staff Reports**

- 11.1 Fire Dispatch Communication System 65
- 11.2 Proposal for a funding request – Accessibility Fund 77
- 11.3 Installation of Sidewalk and Street Lights on St-Jean street 123
- 11.4 Vacancy on Council 133
- 11.5 Recreational Complex loan renewal 145

## **12. By-laws**

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

|       |  |     |
|-------|--|-----|
| 12.1  | 2018-22 - to adopt the Site Plan Control Area By-law and Site Plan process guide   | 149 |
| 12.2  | 2018-81 - to sign a contract to CSW for revitalization of Laurier Street (Design stage)  | 213 |
| 12.3  | 2018-109 - Amendment to Zoning By-Law – 3188 Champlain Road and part of 3210-3232 Champlain Road   | 225 |
| 12.4  | 2018-110 - Amendment to Zoning By-Law – 3210-3232 Champlain Road   | 235 |
| 12.5  | 2018-111- Zoning By-law Amendment – 801 St-Jean Street   | 245 |
| 12.6  | 2018-113 - Removal of part-lot control, Block 288 of plan 50M-308  | 255 |
| 12.7  | 2018-114 - to appoint members to the Public Library Board  | 261 |
| 12.8  | 2018-115 - to sign an agreement with the Christian Labour Association of Canada (CLAC), to establish the benefits and working conditions of unionized employees of the Eastern Ontario Volunteer Firefighters Association, Local 920 | 273 |
| 12.9  | 2018-116 - to adopt the Emergency Plan   | 319 |
| 12.10 | 2018-117 - to sign a contract with Atrel Engineering for the design of watermain replacement on Laurier, Gareau and Pouliotte streets  | 403 |
| 13.   | Confirmatory By-law  | 411 |
| 14.   | Adjournment  |     |



CORPORATION DE LA CITÉ DE  
CLARENCE-ROCKLAND  
RÉUNION RÉGULIÈRE

le 13 août 2018, 18 h 00

Council Chambers

415 rue Lemay Street, Clarence Creek, Ont.

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Pages

1. **Ouverture de la réunion**  
La réunion débute à 18h afin de permettre une session à huis clos.  
La section de la réunion ouverte au public débute à 19h15.
2. **Prière** 1
3. **Adoption de l'ordre du jour**
4. **Déclarations d'intérêts pécuniaires** 3
5. **Réunion à huis clos**
  - 5.1 **Dossier en litige - D.V. Development Inc**
  - 5.2 **Appel à TAAL - Projet de lotissement sur la rue Caron**
  - 5.3 **Acquisition de terrain potentiel**
  - 5.4 **Évaluation de performance - Directeurs**
  - 5.5 **Révision des salaires**
6. **Rapport de la réunion à huis clos**
7. **Annonces**

## **8. Période de Questions/Commentaires**

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

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

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

## **9. Items des membres du Conseil**

## **10. Items par consentement**

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

### **10.1 Adoption des procès-verbaux des réunions suivantes:**

|    |   |    |
|----|---|----|
| a. | Comité plénier du 18 juin 2018                      | 5  |
| b. | Réunion spéciale du 30 avril 2018                   | 17 |
| c. | Réunion spéciale du comité plénier du 30 avril 2018 | 25 |
| d. | Réunion régulière du 18 juin 2018                   | 33 |

## **11. Rapports des Comités/Services**

|      |   |     |
|------|---|-----|
| 11.1 | Système de communication pour la répartition du service des incendies | 65  |
| 11.2 | Proposition de demande de subvention – Fonds pour l'accessibilité     | 77  |
| 11.3 | Installation de trottoirs et de lumières de rue sur la rue St-Jean    | 123 |
| 11.4 | Siège vacant au conseil   | 133 |
| 11.5 | Renouvellement de l'emprunt pour le complexe récréatif                | 145 |

## **12. Règlements municipaux**

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

|              |   |            |
|--------------|---|------------|
| <b>12.1</b>  | <b>2018-22 - pour adopter le règlement sur les plans d'implantation et le guide de processus de plan d'implantation</b>   | <b>149</b> |
| <b>12.2</b>  | <b>2018-81 - pour signer une entente avec CSW pour la revitalisation de la rue Laurier (Étape de conception)</b>  | <b>213</b> |
| <b>12.3</b>  | <b>2018-109 - Modification au Règlement de Zonage – 3188 rue Champlain et une partie du 3210-3232 rue Champlain</b>   | <b>225</b> |
| <b>12.4</b>  | <b>2018-110 - Modification au Règlement de Zonage – 3210-3232 rue Champlain</b>   | <b>235</b> |
| <b>12.5</b>  | <b>2018-111 - Amendement au règlement de zonage – 801 rue St-Jean</b>   | <b>245</b> |
| <b>12.6</b>  | <b>2018-113 - désignation de terrains non assujettis à la réglementation de parties de lots Bloc 288 du plan 50M-308</b>  | <b>255</b> |
| <b>12.7</b>  | <b>2018-114 - pour nommer des membres au conseil d'administration de la bibliothèque publique</b>   | <b>261</b> |
| <b>12.8</b>  | <b>2018-115 - pour signer une entente avec le Christian Labour Association of Canada (CLAC) pour établir les bénéfices et conditions de travail des employés syndiqués du Eastern Ontario Volunteer Firefighters Association, Local 920</b> | <b>273</b> |
| <b>12.9</b>  | <b>2018-116 - pour adopter le plan d'urgence</b>  | <b>319</b> |
| <b>12.10</b> | <b>2018-117 - pour signer une entente avec Atrel Engineering pour le remplacement des conduites d'eau des rues Laurier, Gareau et Pouliotte</b>   | <b>403</b> |
| <b>13.</b>   | <b>Règlement de confirmation</b>  | <b>411</b> |
| <b>14.</b>   | <b>Ajournement</b>  |            |

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

**Notre Père**

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

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

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

May your name be glorified through our efforts.  
Amen

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## Declaration of pecuniary interest Déclaration d'intérêt pécuniaire

|  |  |
|--|--|
| Date of meeting<br>Date de la réunion:             |  |
| Item Number<br>Numéro de l'item:                   |  |
| Subject of the item:<br>Sujet de l'item :          |  |
| Name of Council Member<br>Nom du membre du conseil |  |

I, \_\_\_\_\_, hereby declare a pecuniary interest in the matter identified above for the following reason :

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|  |
|  |
|  |

Je, \_\_\_\_\_, déclare un intérêt pécuniaire en ce qui concerne l'article ci-haut mentionné, pour la raison suivante :

|  |
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|  |
|  |
|  |
|  |

| Name (print) | Signature | Date |
|--------------|-----------|------|
|              |           |      |

**This declaration is filed in accordance with the *Municipal Conflict of Interest Act* and will be recorded in the meeting minutes and will be made available in a public registry. / Cette déclaration est soumise sous la *Loi sur les conflits d'intérêt municipaux* et sera enregistrée dans le procès-verbal de la réunion et sera disponible dans un registre public.**

## Excerpt from the Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50

### DUTY OF MEMBER

#### When present at meeting at which matter considered

5 (1) Where a member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the council or local board at which the matter is the subject of consideration, the member,

- (a) shall, prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;
- (b) shall not take part in the discussion of, or vote on any question in respect of the matter; and
- (c) shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question. R.S.O. 1990, c. M.50, s. 5 (1).

#### Where member to leave closed meeting

(2) Where the meeting referred to in subsection (1) is not open to the public, in addition to complying with the requirements of that subsection, the member shall forthwith leave the meeting or the part of the meeting during which the matter is under consideration. R.S.O. 1990, c. M.50, s. 5 (2).

## Extrait de la Loi sur les conflits d'intérêts municipaux, L.R.O. 1990, chap. M.50

### OBLIGATIONS DU MEMBRE

#### Participation à une réunion où l'affaire est discutée

5 (1) Le membre qui, soit pour son propre compte soit pour le compte d'autrui ou par personne interposée, seul ou avec d'autres, a un intérêt pécuniaire direct ou indirect dans une affaire et participe à une réunion du conseil ou du conseil local où l'affaire est discutée, est tenu aux obligations suivantes :

- a) avant toute discussion de l'affaire, déclarer son intérêt et en préciser la nature en termes généraux;
- b) ne pas prendre part à la discussion ni voter sur une question relative à l'affaire;
- c) ne pas tenter, avant, pendant ni après la réunion, d'influencer de quelque façon le vote sur une question relative à l'affaire. L.R.O. 1990, chap. M.50, par. 5 (1).

#### Exclusion de la réunion à huis clos

(2) Si la réunion visée au paragraphe (1) se tient à huis clos, outre les obligations que lui impose ce paragraphe, le membre est tenu de quitter immédiatement la réunion ou la partie de la réunion où l'affaire est discutée. L.R.O. 1990, chap. M.50, par. 5 (2).



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

June 18, 2018  
Council Chambers  
415 rue Lemay Street, Clarence Creek, Ont.

**PRESENT:** Guy Desjardins, Mayor  
Jean-Marc Lalonde, Councillor Ward 1  
Mario Zanth, Councillor Ward 2  
Carl Grimard, Councillor Ward 3  
Charles Berlinguette, Councillor Ward 4  
André J. Lalonde, Councillor Ward 5  
Michel Levert, Councillor Ward 7  
Diane Choinière, Councillor Ward 8  
Helen Collier, Chief Administrative Officer  
Monique Ouellet, Clerk  
Maryse St-Pierre, Deputy Clerk

**ABSENT:** Krysta Simard, Councillor Ward 6

**1. Opening of the meeting**

Mayor Desjardins calls the meeting to order at 9:37 p.m.

**2. Adoption of the agenda**

**RECOMMENDATION COW2018-105**

**Moved by** Carl Grimard

**Seconded by** Mario Zanth

**THAT** the agenda be adopted with the following withdrawals:

4.1. Presentation by Catherina Rouse, CEO of the Clarence-Rockland Public Library regarding the Little Free Library

4.2 Presentation by Catherina Rouse, CEO of the Clarence-Rockland Public Library regarding teen space solution for Rockland

5.1 Petition presented by Richard Gadoua regarding improvements to Brazeau Road

**CARRIED, as modified**

**3. Disclosure of pecuniary interests (none)**

**4. Delegations / Presentations (none)**

**5. Petitions / Correspondence**

**5.2 Letter dated May 9, 2017 from Mr. François Faucon requesting to rename the Clarence Creek Arena**

Councillor André J. Lalonde explains that he was mandated by Council to verify with Clarence Creek organizations regarding this request. He explains that these associations want to keep the name but agree to express recognition somehow.

Further to discussion, the Committee of the Whole refers this matter to the Heritage Advisory Committee.

**6. Announcements**

Councillor André J. Lalonde explains the Clarence Creek Country Jamboree program, which will be held at the Clarence Creek Arena.

Councillor Charles Berlinguette explains that he will submit his resignation as a council member in upcoming weeks because he will no longer be eligible.

Councillor Mario Zanth thanks Community Services for the Seniors' Games.

**7. Comment/Question Period (none)**

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

**9. Committee/Staff Reports**

**9.1 Development Charge Update**

Further to questions, Mr. Rob Kehoe explains that the City does not have the expertise regarding the development charges. Ms. Helen Collier adds that adjustments are required under legislation and further analysis should be undertaken.

**RECOMMENDATION COW2018-106**

**Moved by** Mario Zanth

**Seconded by** Carl Grimard

**WHEREAS** the City of Clarence-Rockland's current Development Charges By-Law (By-Law No. 2015-13) came into force on February 1, 2015 for a term of five years; and

**WHEREAS** the municipality must review and update its Development Charges By-Law by no later than February 1, 2020; and

**WHEREAS** the update process requires extensive analysis of required growth related infrastructure, associated costs, and the timing of implementation based on growth projections;

**THAT** Committee of the Whole recommends that Council receive the development charge update timetable (Attachment 1) contained in report ADMIN2018-018; and

**THAT** the development charge timetable be posted on the City's website in order that stakeholders are aware of the process and the associated milestones for the update.

**CARRIED**

## **9.2 Discharge of Firearms By-law**

### **RECOMMENDATION COW2018-107**

**Moved by** Carl Grimard

**Seconded by** Diane Choinière

**THAT** the newly proposed by-law to regulate the discharge of firearms within the limits of the City of Clarence-Rockland, attached to Report No. CLERK2018-10, be received; and

**THAT** the Committee of the Whole acknowledges that the Clerk will initiate a public consultation process by posting a copy of the proposed by-law on the City's website for the purpose of inviting public comments which will be brought back to a Committee of the Whole meeting in August, for consideration.

**CARRIED**

## **9.3 Award contract for revitalization of Laurier Street – Design stage**

### **RECOMMENDATION COW2018-108**

**Moved by** Jean-Marc Lalonde

**Seconded by** Mario Zanth

**THAT** Committee of the Whole recommends that Council adopts a by-law to authorize the Mayor and the Clerk to sign a contract with CSW Landscape Architects Limited in the amount of \$97,305.00 for the execution of the Laurier Street Revitalization Design Plan.

**CARRIED**

#### 9.4 **Emergency Plan By-Law**

Further to questions, Mr. Brian Wilson explains that the current plan is outdated and needs to be updated.

##### **RECOMMENDATION COW2018-109**

**Moved by** Diane Choinière

**Seconded by** André J. Lalonde

**THAT** Committee of the Whole recommends that Council adopts the proposed Emergency Plan By-Law.

**CARRIED**

#### 9.5 **Award for the design of water main replacement on Laurier, Gareau and Pouliotte streets**

Further to questions, Mr. Julian Lenhart explains that Atrél Engineering Ltd. is a local company and already has knowledge of our water mains.

##### **RECOMMENDATION COW2018-110**

**Moved by** Mario Zanth

**Seconded by** Diane Choinière

**THAT** Committee of the Whole recommends that Council approves a by-Law to authorize the Mayor and the City Clerk to sign a contract with Atrél Engineering Ltd. for the design of the water main replacement and paving work on Laurier, Gareau and Pouliotte streets in the amount of \$90,370 excluding HST.

**CARRIED**

#### 9.6 **Protective Services – Monthly Report (May 2018)**

Further to questions about burned properties, Mr. Julian Lenhart explains that the Building Code has requirements to be followed when the structure is dangerous. Mr. Brian Wilson adds that the property should be protected in order to avoid access. Mr. Lenhart adds that a demolition application has been submitted for one of the burned properties located on Edwards Street.

Further to questions, Mr. Wilson explains that his department has planned to inspect a thousand properties this year but there is no inspections done yet.

##### **RECOMMENDATION COW2018-111**

**Moved by** Michel Levert

**Seconded by** Diane Choinière

**THAT** Report No. PRO2018-013 regarding monthly statistics, be received as information.

**CARRIED**

**9.7 Daycare Detailed Budget Status Report**

Further to questions, Mr. Jean-Luc Jubinville explains that repairs are currently underway at the St-Mathieu Daycare.

**RECOMMENDATION COW2018-112**

**Moved by** Mario Zanth

**Seconded by** Michel Levert

**THAT** Report no. FIN2018-022 be received as information

**CARRIED**

**9.8 2019 Budget Guideline report**

**RECOMMENDATION COW2018-113**

**Moved by** Michel Levert

**Seconded by** Carl Grimard

**THAT** Council receive this report and provide staff with direction with respect to the tax rate increase for 2019.

**DEFERRED**

**10. Other items**

Councillor Mario Zanth asks what is being considered to solve the problem of speeding on Chamberland North and Edwards streets. Mr. Lenhart explains that the department is working on an intervention plan which will be available next week.

Councillor Carl Grimard explains that a lawn area should be mowed on Docteur Corbeil south side. Mr. Lenhart replies that it should be completed today or tomorrow.

Councillor Jean-Marc Lalonde asks for an update for street lights. Mr. Lenhart replies that he will do the follow-up with the contractor.

Councillor Michel Levert asks if the dust suppressant is completed. Mr. Lenhart replies that he needs to verify.

**11. Adjournment**

The Mayor adjourns the meeting at 10:18 p.m.

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Guy Desjardins, Mayor

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Maryse St-Pierre, Deputy Clerk



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

le 18 juin 2018  
Salle du Conseil  
415 rue Lemay Street, Clarence Creek, Ont.

**PRÉSENT:** Guy Desjardins, maire  
Jean-Marc Lalonde, conseiller du quartier 1  
Mario Zanth, conseiller du quartier 2  
Carl Grimard, conseiller du quartier 3  
Charles Berlinguette, conseiller du quartier 4  
André J. Lalonde, conseiller du quartier 5  
Michel Levert, conseiller du quartier 7  
Diane Choinière, conseillère du quartier 8  
Helen Collier, directrice générale  
Monique Ouellet, greffière  
Maryse St-Pierre, greffière adjointe

**ABSENT:** Krysta Simard, conseillère du quartier 6

**1. Ouverture de la réunion**

Le maire Desjardins ouvre la réunion à 21h37.

**2. Adoption de l'ordre du jour**

**RECOMMANDATION COW2018-105**

**Proposée par** Carl Grimard

**Appuyée par** Mario Zanth

**QUE** l'ordre du jour soit adopté avec les retraits suivants:

4.1 Présentation de Catherina Rouse, directrice générale de la Bibliothèque publique de Rockland concernant les petites biblio gratuites

4.2 Présentation de Catherina Rouse, directrice générale de la bibliothèque publique concernant une solution d'espace pour les adolescents de Rockland

5.1 Pétition présentée par Richard Gadoua au sujet des améliorations du chemin Brazeau.

**ADOPTÉE, telle que modifiée**

**3. Déclarations d'intérêts pécuniaires (aucune)**

**4. Délégations / Présentations (aucune)**

**5. Pétitions / Correspondance**

**5.2 Lettre datée du 9 mai, 2017 de M. François Faucon demandant de changer le nom de l'Aréna de Clarence Creek**

Le conseiller André J. Lalonde explique que le conseil lui avait demandé de faire une vérification avec les associations de Clarence Creek au sujet de cette demande. Il explique que ces associations tiennent à conserver le nom actuel, mais qu'elles sont d'accord pour exprimer la reconnaissance par un autre moyen.

Suite aux discussions, le comité plénier réfère ce sujet au comité consultatif du patrimoine.

**6. Annonce**

Le conseiller André J. Lalonde explique le programme du Festival Country de Clarence Creek, lequel aura lieu à l'aréna de Clarence Creek.

Le conseiller Charles Berlinguette explique qu'il présentera dans les prochaines semaines sa démission à titre de conseiller municipal, car il ne sera plus éligible.

Le conseiller Mario Zanth remercie les Services communautaires pour les Jeux des aînés.

**7. Période de Questions/Commentaires (aucune)**

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

**9. Rapports des Comités/Services**

**9.1 Mise à jour sur les frais de développement**

Suite aux questions, M. Rob Kehoe explique que la Cité n'a pas l'expertise en matière de frais de développement. Mme Helen Collier explique que des ajustements sont requis dans la législation et que des analyses approfondies doivent être entreprises.

**RECOMMANDATION COW2018-106**

**Proposée par** Mario Zanth

**Appuyée par** Carl Grimard

**ATTENDU QUE** le règlement actuel de la Cité de Clarence-Rockland relativement aux frais de développement (règlement 2015-13) est entré en vigueur le 1er février 2015 pour un terme de cinq ans; et

**ATTENDU QUE** la municipalité doit réviser et mettre à jour son règlement relativement aux frais de développement au plus tard le 1er février 2020; et

**ATTENDU QUE** le processus de mise à jour requiert des analyses exhaustives des infrastructures reliées à la croissance, aux coûts reliés et à l'instant d'implantation basée sur les projections de croissance;

**QUE** le comité plénier recommande au conseil d'accuser réception de l'échéancier relatif à la mise à jour des frais de développement (Pièce jointe 1) inclus dans le rapport ADMIN2018-018; et

**QUE** l'échéancier relatif aux frais de développement soit ajouté sur le site web de la Cité afin que les intervenants soient informés du processus et des étapes de la mise à jour.

**ADOPTÉE**

## **9.2 Règlement sur l'interdiction de la décharge d'armes à feu**

### **RECOMMANDATION COW2018-107**

**Proposée par** Carl Grimard

**Appuyée par** Diane Choinière

**QUE** le nouveau règlement proposé sur l'interdiction de la décharge d'armes à feu dans la Cité de Clarence-Rockland, inclus au rapport no. CLERK2018-10, soit reçu à titre d'information ; et

**QUE** le Comité plénier prenne connaissance que la Greffe initiera une consultation publique en affichant le règlement proposé sur le site web de la Cité afin d'inviter le public à soumettre ses commentaires, qui seront rapportés au Comité plénier en août, pour considération.

**ADOPTÉE**

## **9.3 Octroi d'un contrat pour la revitalisation de la rue Laurier - étape de la conception (design)**

### **RECOMMANDATION COW2018-108**

**Proposée par** Jean-Marc Lalonde

**Appuyée par** Mario Zanth

**QUE** le comité plénier recommande au Conseil d'adopter un règlement pour autoriser le maire et la greffière à octroyer un contrat à CSW Landscape

Architects Limited pour la somme de 97 305,00 \$ pour l'exécution du Plan de design pour la revitalisation de la rue Laurier.

**ADOPTÉE**

#### **9.4 Règlement sur le plan d'urgence**

Suite aux questions, M. Brian Wilson explique que le plan actuel est désuet et doit être mis à jour.

##### **RECOMMANDATION COW2018-109**

**Proposée par** Diane Choinière

**Appuyée par** André J. Lalonde

**QUE** le comité plénier recommande au Conseil d'adopter le règlement du plan d'urgence proposé.

**ADOPTÉE**

#### **9.5 Octroi pour conception du remplacement d'aqueduc sur les rues Laurier, Gareau et Pouliotte**

Suite aux questions, M. Julian Lenhart explique que Atrel Engineering Ltd. ont la plus basse soumission car ils sont situés dans notre communauté et qu'ils connaissent bien le réseau.

##### **RECOMMANDATION COW2018-110**

**Proposée par** Mario Zanth

**Appuyée par** Diane Choinière

**QUE** le Comité plénier recommande au Conseil d'adopter un règlement pour autoriser le maire et la greffière à signer un contrat avec Atrel Engineering Ltd. pour les travaux de conception pour le remplacement d'aqueduc et le pavage des rues Laurier, Pouliotte et Gareau pour une somme de 90 370\$ excluant la TVH.

**ADOPTÉE**

#### **9.6 Services de la protection – Rapport mensuel (Mai 2018)**

Suite aux questions relativement aux bâtiments incendiés, M. Julian Lenhart explique que des exigences sont prévues dans le code du bâtiment lorsque la structure est dangereuse pour la sécurité. M. Brian Wilson ajoute que la propriété doit être barricadée afin d'en éviter l'accès. M. Lenhart ajoute qu'une demande de démolition a été présentée pour une des propriétés incendiées sur la rue Edwards.

Suite aux questions, M. Wilson explique que son département estime faire mille inspections de maisons cette année, mais qu'aucune n'a été faite pour le moment.

**RECOMMANDATION COW2018-111**

**Proposée par** Michel Levert

**Appuyée par** Diane Choinière

**QUE** le rapport No. PRO2018-013 au sujet des statistiques mensuelles, soit reçu à titre d'information.

**ADOPTÉE**

**9.7 Rapport de la situation budgétaire détaillée des garderies**

Suite aux questions, M. Jean-Luc Jubinville explique que des réparations sont en cours à la garderie St-Mathieu.

**RECOMMANDATION COW2018-112**

**Proposée par** Mario Zanth

**Appuyée par** Michel Levert

**QUE** le Rapport no. FIN2018-022 soit reçu à titre d'information.

**ADOPTÉE**

**9.8 Rapport sur les lignes directrices budgétaires 2019**

**RECOMMANDATION COW2018-113**

**Proposée par** Michel Levert

**Appuyée par** Carl Grimard

**QUE** le Conseil accuse réception du rapport et donne à l'administration un direction concernant l'augmentation du taux de taxe 2019.

**DIFFÉRÉE**

**10. Autres items**

Le conseiller Mario Zanth demande les solutions envisagées les problèmes de vitesse sur les rues Chamberland Nord et Edwards. M. Lenhart explique que le département prépare présentement un plan d'intervention, lequel sera disponible la semaine prochaine.

Le conseiller Carl Grimard explique qu'il y a un secteur sur le côté sud du boulevard Docteur Corbeil qui n'est pas tondu. M. Lenhart répond que cela doit être fait aujourd'hui ou demain.

Le conseiller Jean-Marc Lalonde demande une mise à jour concernant le remplacement des lumières de rue. M. Lenhart répond qu'il fera un suivi avec l'entrepreneur.

Le conseiller Michel Levert demande si l'épandage du calcium est terminé. M. Lenhart répond qu'il doit vérifier.

**11. Ajournement**

Le maire lève l'assemblée à 22h18.

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Guy Desjardins, maire

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Maryse St-Pierre, greffière adjointe



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

April 30, 2018  
Council Chambers  
415 rue Lemay Street, Clarence Creek, Ont.

**PRESENT:**

- Guy Desjardins, Mayor
- Jean-Marc Lalonde, Councillor Ward 1
- Mario Zanth, Councillor Ward 2
- Carl Grimard, Councillor Ward 3
- Charles Berlinguette, Councillor Ward 4
- André J. Lalonde, Councillor Ward 5
- Krysta Simard, Councillor Ward 6
- Michel Levert, Councillor Ward 7
- Diane Choinière, Councillor Ward 8
- Helen Collier, Chief Administrative Officer
- Maryse St-Pierre, Deputy Clerk

**1. Opening of the meeting**

Mayor Desjardins calls the meeting to order at 7:00 p.m.

**2. Adoption of the agenda**

**RESOLUTION 2018-097**

**Moved by** Carl Grimard

**Seconded by** Charles Berlinguette

**BE IT RESOLVED** that the agenda of the special meeting be adopted as presented.

**CARRIED**

**3. Disclosure of pecuniary interests (none)**

**4. Extension to the Draft Plan of Subdivision of Ryan's Ridge**

Further to questions, Mr. Julian Lenhart explains that this file has been updated even if it was presented few years ago.

Further to questions, Mr. Christian Robichaud, Ryan's Ridge representative, explains that the draft plan subdivision requirements are completed and that they need time for registration. M. Lenhart explains that this project is compliant with the City's requirements. He adds that if the extension is not given, a new application will have to be submitted.

**RESOLUTION 2018-98**

**Moved by** Michel Levert

**Seconded by** Diane Choinière

**BE IT RESOLVED THAT** Council grants an extension to the Draft Plan of Subdivision of Ryan's Ridge, file No. D-12-QQ, until May 2, 2020.

**CARRIED**

**5. Zoning By-law Amendment – 2160 Laval Street**

Further to questions, Mr. Julian Lenhart explains that this type of application requires environmental studies in order to address contamination issues.

**RESOLUTION 2018-99**

**Moved by** Charles Berlinguette

**Seconded by** Diane Choinière

**BE IT RESOLVED THAT** By-Law 2018-31, being a by-law 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", be adopted as recommended.

**CARRIED**

**6. Confirmatory By-law**

**RESOLUTION 2018-100**

**Moved by** Krysta Simard

**Seconded by** Jean-Marc Lalonde

**BE IT RESOLVED** that Municipal Council of the City of Clarence-Rockland hereby adopts By-law no. 2018-46, being a confirmatory by-law for the special meeting of April 30, 2018.

**CARRIED**

**7. Adjournment**

The Mayor adjourns the meeting at 7:12 p.m.

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Guy Desjardins, Mayor

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Maryse St-Pierre, Deputy Clerk





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

le 30 avril 2018  
Salle du Conseil  
415 rue Lemay Street, Clarence Creek, Ont.

**PRÉSENT:**

- Guy Desjardins, maire
- Jean-Marc Lalonde, conseiller du quartier 1
- Mario Zanth, conseiller du quartier 2
- Carl Grimard, conseiller du quartier 3
- Charles Berlinguette, conseiller du quartier 4
- André J. Lalonde, conseiller du quartier 5
- Krysta Simard, conseillère du quartier 6
- Michel Levert, conseiller du quartier 7
- Diane Choinière, conseillère du quartier 8
- Helen Collier, directrice générale
- Maryse St-Pierre, greffière adjointe

**1. Ouverture de la réunion**

Le maire Desjardins ouvre la réunion à 19h.

**2. Adoption de l'ordre du jour**

**RÉSOLUTION 2018-097**

**Proposé par** Carl Grimard

**Appuyé par** Charles Berlinguette

**QU'IL SOIT RÉSOLU** que l'ordre du jour de la réunion spéciale soit adopté tel que présenté.

**ADOPTÉE**

**3. Déclarations d'intérêts pécuniaires (aucune)**

**4. Prolongement de l'approbation de l'ébauche de plan de lotissement de Ryan's Ridge**

Suite aux questions, M. Julian Lenhart explique que le dossier a été mis à jour même s'il a été présenté il y a des années.

Suite aux questions, M. Christian Robichaud, représentant de Ryan's Ridge, explique que les conditions de l'ébauche de plan de lotissement ont été remplies et qu'ils ont besoin de plus de temps pour procéder à l'enregistrement. M. Lenhart explique que le projet est conforme avec les exigences de la Cité. Il ajoute que si le prolongement n'est pas accordé ce soir, une toute nouvelle demande devra être faite.

**RÉSOLUTION 2018-98**

**Proposé par** Michel Levert

**Appuyé par** Diane Choinière

**QU'IL SOIT RÉSOLU QUE** le conseil autorise un prolongement à l'approbation de l'ébauche de plan de lotissement de Ryan's Ridge, filière no. D-12-QQ, jusqu'au 2 mai 2020.

**ADOPTÉE**

**5. Amendement au règlement de zonage – 2160 rue Laval**

Suite aux questions, M. Julian Lenhart explique que dans ce type de demande, une étude environnementale est exigée afin de vérifier si le terrain est contaminé.

**RÉSOLUTION 2018-99**

**Proposé par** Charles Berlinguette

**Appuyé par** Diane Choinière

**QU'IL SOIT RÉSOLU QUE** le règlement 2018-31, étant un règlement pour amender le 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) », soit adopté, tel que recommandé.

**ADOPTÉE**

**6. Règlement de confirmation**

**RÉSOLUTION 2018-100**

**Proposé par** Krysta Simard

**Appuyé par** Jean-Marc Lalonde

**QU'IL SOIT RÉSOLU** que le conseil municipal de la cité de Clarence-Rockland adopte le règlement no. 2018-46, étant un règlement de confirmation pour la réunion spéciale du 30 avril 2018.

**ADOPTÉE**

**7. Ajournement**

Le maire lève l'assemblée à 19h12.

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Guy Desjardins, maire

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Maryse St-Pierre, greffière adjointe





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

**COMMITTEE OF THE WHOLE SPECIAL MEETING MINUTES**

April 30, 2018

Council Chambers

415 rue Lemay Street, Clarence Creek, Ont.

**PRESENT:**

- Guy Desjardins, Mayor
- Jean-Marc Lalonde, Councillor Ward 1
- Mario Zanth, Councillor Ward 2
- Carl Grimard, Councillor Ward 3
- Charles Berlinguette, Councillor Ward 4
- André J. Lalonde, Councillor Ward 5
- Krysta Simard, Councillor Ward 6
- Michel Levert, Councillor Ward 7
- Diane Choinière, Councillor Ward 8
- Helen Collier, Chief Administrative Officer
- Maryse St-Pierre, Deputy Clerk

**1. Opening of the meeting**

Mayor Desjardins calls the meeting to order at 7:14 p.m.

**2. Adoption of the agenda**

**RESOLUTION COW2018-063**

**Moved by** Mario Zanth

**Seconded by** Diane Choinière

**THAT** the agenda of the Committee of the Whole special meeting be adopted as presented.

**CARRIED**

**3. Disclosure of pecuniary interests (none)**

**4. Fire stations Construction Project**

Mayor Desjardins makes a speech in respect to the new fire stations project. Mrs. Helen Collier explains that all the stakeholders of the project are here to answer questions from Council.

Further to questions, Mrs. Helen Collier explains that adjustments have been made to the project, in particular the landscaping.

Further to questions, Mr. Brian Wilson explains that the items in regard to the heating items are for the whole building. He adds that some items were withdrawn in order to stay within the budget.

Further to a discussion between Council members in regard to the heating system, Mr. Luc Fréchette from Colliers explains the heating system that was selected. Mrs. Helen Collier explains that some items could be added with the contingency.

Further to questions regarding the sports gym, Mr. Brian Wilson explains that working out helps firefighters who suffers from post-traumatic stress disorder. Council members discuss adjustments that were made to the project. Ms. Collier adds that the goal is to address the City's needs and provide appropriate facilities.

Further to questions, Mr. Brian Wilson explains that the surface area of the Bourget Fire Station does respects the needs, in particular, to have an appropriate training room.

Mr. François Lalonde, resident in the Russell Township, offers to Council members opt for his land instead of the City's land in order to build the Bourget Fire Station. He adds that some considerations were not made in reviewing option 1. Mr. Wilson explains all possibilities have been considered and the rationale for choosing this land.

#### **RESOLUTION COW2018-064**

**Moved by** Krysta Simard

**Seconded by** Carl Grimard

**THAT** the Committee of the Whole hereby recommends that Council adopts a By-Law to authorize the Mayor and the City Clerk to sign a contract with Asco in the amount of \$8,112,586 plus HST for the construction of the Rockland and Bourget combined Fire Paramedic stations, as recommended; and

**THAT** the Director of Protective Services be authorized to spend \$120,000 on the necessary contents for the stations; and

**THAT** the Chief Administrative Officer be delegated the authority to spend any remaining contingency funds on the items listed in Attachments 1 and 2 of Report ADM2018-012 that are deemed necessary.

**CARRIED**

Break - 8:11 p.m. to 8:21 p.m.

**5. Water provision Project with the Nation**

Mr. Julian Lenhart presents the project. He explains that some of the upgrades are an advantage for the City, in particular the costs for ratepayers. He adds that some of these upgrades are necessary and correspond to the potential needs of the City.

Further to questions, Mr. Lenhart explains the cost allocation for these changes. He adds that some expenses are required in order to upgrade our facilities. Mr. Dave Darch explains the required expenses; he adds that the facilities should be updated before providing the service.

Further to questions, Mr. Lenhart explains in detail the required water capacity to provide this service. He adds that this will depend on the City's growth.

Further to a discussion between Council members in respect to the water capacity, Ms. Collier explains that the costs that the City wants to charge will cover the costs to provide service and protect the investment. She adds that the goal of this meeting is to present the concept plan. Council members discuss the different details of this project.

**RESOLUTION COW2018-065**

**Moved by** Jean-Marc Lalonde

**Seconded by** Mario Zanth

**WHEREAS** the Clarence-Rockland and Limoges Water Servicing Study demonstrates significant advantages for proceeding with supplying potable water to The Nation Municipality, more specifically Limoges;

**THAT** the Committee of the Whole recommends that Council authorizes the Director of the Infrastructure and Planning to retain legal services in order to negotiate the terms and conditions of a Memorandum of Understanding with The Nation Municipality for the supply of potable water to Limoges; and

**FURTHER THAT** the Committee of the Whole recommends that Council authorizes the Director of the Infrastructure and Planning to execute the said Memorandum of Understanding once negotiated to his satisfaction.

**CARRIED**

**6. Adjournment**

The Mayor adjourns the meeting at 9:19 p.m.

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Guy Desjardins, Mayor

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Maryse St-Pierre, Deputy Clerk



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

**PROCÈS-VERBAL RÉUNION SPÉCIALE COMITÉ PLÉNIER**

le 30 avril 2018  
Salle du Conseil  
415 rue Lemay Street, Clarence Creek, Ont.

**PRÉSENT:**

- Guy Desjardins, maire
- Jean-Marc Lalonde, conseiller du quartier 1
- Mario Zanth, conseiller du quartier 2
- Carl Grimard, conseiller du quartier 3
- Charles Berlinguette, conseiller du quartier 4
- André J. Lalonde, conseiller du quartier 5
- Krysta Simard, conseillère du quartier 6
- Michel Levert, conseiller du quartier 7
- Diane Choinière, conseillère du quartier 8
- Helen Collier, directrice générale
- Maryse St-Pierre, greffière adjointe

**1. Ouverture de la réunion**

Le maire Desjardins ouvre la réunion à 19h14.

**2. Adoption de l'ordre du jour**

**RÉSOLUTION COW2018-063**

**Proposé par** Mario Zanth

**Appuyé par** Diane Choinière

**QUE** l'ordre du jour de la réunion spéciale du comité plénier soit adopté tel que présenté.

**ADOPTÉE**

**3. Déclarations d'intérêts pécuniaires (aucune)**

**4. Projet de construction des casernes**

Le maire Desjardins fait un discours concernant le projet des nouvelles casernes. Mme Helen Collier explique que l'ensemble des intervenants de ce projet sont présents afin de répondre aux questions du conseil.

Suite aux questions, Mme Helen Collier explique que des ajustements ont été faits au projet, notamment l'aménagement paysager.

Suite aux questions, M. Brian Wilson explique que les items pour le chauffage sont pour l'ensemble du bâtiment. Il ajoute que des items ont été retirés dans le but de respecter le budget alloué.

Suite à la discussion des membres du conseil concernant le chauffage, M. Luc Fréchette de la firme Colliers, explique en détail le chauffage sélectionné. Mme Helen Collier explique que certains éléments pourront être ajoutés grâce à la contingence.

Suite aux questions concernant la salle de sport, M. Brian Wilson explique que l'exercice aide aux pompiers atteints de chocs posttraumatiques. Les membres du conseil discutent des ajustements qui ont été faits au projet. Mme Collier ajoute que le but est de fournir des installations actuelles et de combler les besoins de la Cité.

Suite aux questions, M. Brian Wilson explique que la superficie de la caserne de Bourget correspond aux besoins, notamment pour avoir un espace d'enseignement et de formation adéquat.

M. François Lalonde, résident de la municipalité de Russell, offre aux membres du conseil de choisir son terrain afin de construire la caserne de Bourget au lieu de celui qui a été sélectionné. Il ajoute que certaines considérations n'ont pas été faites lors de l'examen de l'option 1. M. Wilson explique que toutes les possibilités ont été évaluées et explique le raisonnement du choix du terrain.

#### **RÉSOLUTION COW2018-064**

**Proposé par** Krysta Simard

**Appuyé par** Carl Grimard

**QUE** le comité plénier recommande au conseil d'adopter un Règlement pour autoriser le maire et la greffière à signer un contrat avec Asco au montant de 8 112 586 \$ plus TVH pour effectuer les travaux de construction des stations combinées d'incendie et de services paramédicaux de Rockland et de Bourget, tel que recommandé; et

**QUE** le directeur des services de la Protection soit autorisé à dépenser 120 000\$ sur le contenu nécessaire pour les casernes; et

**QU'**une délégation de pouvoir soit accordée à la directrice générale afin de dépenser les fonds restants de la contingence sur les items jugés nécessaires, identifiés dans les annexes 1 et 2 du rapport ADM2018-012.

**ADOPTÉE**

Pause de 20h11 à 20h21.

## **5. Projet d'approvisionnement d'eau pour La Nation**

M. Julian Lenhart fait une présentation du projet. Il explique que certaines des améliorations suggérées sont à l'avantage de la Cité, dont les coûts pour les contribuables. Il ajoute que certaines améliorations au réseau sont nécessaires et correspondent aux besoins éventuels de la Cité.

Suite aux questions, M. Lenhart explique la répartition des coûts de ces changements. Il ajoute que certaines dépenses sont nécessaires afin de mettre à jour les installations. M. Dave Darch explique les montants nécessaires; il ajoute que les installations doivent être mises à jour avant la fourniture de service.

Suite aux questions, M. Lenhart explique en détail la capacité de débit d'eau requise pour fournir le service. Il ajoute que cela dépendra de la croissance de la Cité.

Suite à une discussion des membres du conseil concernant le débit d'eau, Mme Collier explique que les coûts que la Cité a l'intention d'imposer vont couvrir la fourniture de service, mais également protéger l'investissement nécessaire. Elle ajoute que la réunion a pour but de présenter le plan concept. Les membres du conseil discutent des divers détails de ce projet.

### **RÉSOLUTION COW2018-065**

**Proposé par** Jean-Marc Lalonde

**Appuyé par** Mario Zanth

**ATTENDU QUE** l'étude *Clarence-Rockland and Limoges Water Servicing Study* démontre des avantages importants de procéder à la fourniture d'eau potable à la municipalité de la Nation, plus particulièrement pour le secteur de Limoges;

**QUE** le comité plénier recommande que le conseil autorise le directeur de l'Infrastructure et l'aménagement du territoire d'obtenir des services juridiques afin de négocier les conditions d'un protocole d'entente avec la municipalité de la Nation pour la fourniture d'eau potable à Limoges; et

**QUE** le comité plénier recommande que le conseil autorise le directeur de l'Infrastructure et l'aménagement du territoire de mettre en œuvre le protocole d'entente lorsqu'il sera satisfait des négociations.

**ADOPTÉE**

**6. Ajournement**

Le maire lève l'assemblée à 21h19.

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Guy Desjardins, maire

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Maryse St-Pierre, greffière adjointe



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

June 18, 2018  
Council Chambers  
415 rue Lemay Street, Clarence Creek, Ont.

**PRESENT:**

- Guy Desjardins, Mayor
- Jean-Marc Lalonde, Councillor Ward 1
- Mario Zanth, Councillor Ward 2
- Carl Grimard, Councillor Ward 3
- Charles Berlinguette, Councillor Ward 4
- André J. Lalonde, Councillor Ward 5
- Michel Levert, Councillor Ward 7
- Diane Choinière, Councillor Ward 8
- Helen Collier, Chief Administrative Officer
- Monique Ouellet, Clerk
- Maryse St-Pierre, Deputy Clerk

**ABSENT:** Krysta Simard, Councillor Ward 6

**1. Opening of the meeting**

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

**2. Prayer**

Councillor Carl Grimard recites the prayer.

**3. Adoption of the agenda**

**RESOLUTION 2018-153**

**Moved by** Carl Grimard

**Seconded by** Diane Choinière

**BE IT RESOLVED THAT** the agenda be adopted with the following additions:

7.1. Presentation by Catherina Rouse, CEO of the Clarence-Rockland Public Library regarding the Little Free Library

7.2. Presentation by Catherina Rouse, CEO of the Clarence-Rockland Public Library regarding teen space solution for Rockland

7.3. Petition presented by Richard Gadoua requesting improvements to Brazeau Road

5.6. Contract negotiation - Dave Darch

5.7. Council/Staff communications

11.11. Waste Treatment Plant - report INF2018-026

**CARRIED, as modified**

**4. Disclosure of pecuniary interests (none)**

**5. Closed Meeting**

**RESOLUTION 2018-154**

**Moved by** Guy Desjardins

**Seconded by** Charles Berlinguette

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

5.1. Minutes of the Closed Meeting of June 4, 2018

5.2. Legal update

5.3. Amendment to the CIH Agreement

5.4. Property matter

5.5. Salary review

5.6. Contract negotiation - Dave Darch

5.7. Council/Staff communications

**CARRIED**

Members of Council move to the conference room adjacent to the Council Chambers at 6:05 p.m. and return to the Council Chambers at 7:32 p.m.

**RESOLUTION 2018-155**

**Moved by** Diane Choinière

**Seconded by** Carl Grimard

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

**CARRIED**

## 6. **Closed Meeting report**

Mayor Desjardins informs the members of the public that Council discussed some matters in closed session and that directives were given to staff. He adds that council will go back in closed session at the end of the Regular meeting in order to continue discussions on item 5.5.

## 7. **Announcements**

### 7.1 **Presentation by Catherina Rouse, CEO of the Clarence-Rockland Public Library regarding the Little Free Library**

Mrs. Catherina Rouse presents the little free libraries project. She explains that this project will allow residents of Clarence Creek and Bourget to have access to books in their area further to the upcoming closure of their libraries. She adds that this project is feasible within the current Public Library Budget.

Further to questions, Mrs. Rouse explains the rationale for the choice of locations for these areas.

### 7.2 **Presentation by Catherina Rouse, CEO of the Clarence-Rockland Public Library regarding teen space solution for Rockland**

Mrs. Catherina Rouse presents the Co-lab project, located in the Rockland Public Library. She asks for a loan from the City in order to achieve this project with the l'Escale Catholic High School.

Further to questions, Mrs. Robin Barré explains that the public library is in discussion with the school board in order to obtain mobile equipment for this room.

Further to questions, Mr. Frédéric Desnoyers explains that there is a possibility to provide an internal loan and explains the structure of this kind of loan. Mrs. Rouse adds that the loan would be reimbursed with fundraising.

## **RESOLUTION 2018-156**

**Moved by** Diane Choinière

**Seconded by** André J. Lalonde

**WHEREAS** the Clarence-Rockland Public Library asked Council for a loan in order to invest in the computer lab currently rented by l'Escale Catholic High School; and

**WHEREAS** the Public Library has the intention to reimburse the amount with contributions from the school board and fundraising;

**BE IT RESOLVED THAT** Council authorizes a loan of \$42,000 to the Clarence-Rockland Public Library at a rate of 2% for a five (5) year period.

**CARRIED**

**7.3 Petition presented by Richard Gadoua requesting improvements to Brazeau Road**

Mr. Richard Gadoua presents the petition requesting for improvements to Brazeau Road. Mayor Desjardins explains that this matter should be brought up for discussion during the 2019 Budget process. He suggests that Mr. Gadoua reiterate his request to the new Council in December.

Mrs. Carole Parent, resident of 1148 Brazeau , explains that she has to drive on the ditch to let the school buses pass on the road. She explains that her driveway is chaos.

Mr. Pierre Parent, resident at 1148 Brazeau Road, explains that the water does not drain in the ditch but in his yard. Mayor Desjardins explains that City staff will verify the situation.

Mr. Gilles Hupé, resident of 1465 Brazeau Road, explains that the road is not maintained properly. He adds that the road grading is not appropriate either.

**8. Comment/Question Period**

Gilles Préseault, resident at 3395 Descôtes Circle, explains his situation in regard to a water line break on his property, which occurred on January 31, 2018. He gives to council a document which states the background of his situation, with supporting pictures. He asks when the work will be done.

Further to comments and questions, Mr. Julian Lenhart explains that the work is scheduled for mid-June and adds that he will find out the specific date from the Manager of Environment.

Further to questions, Mr. Robert Kehoe explains that systems are already in place for departments to deal with complaints. Mr. Julian Lenhart adds that his department does use the system in place.

Mr. René Faubert, resident at 2349 Clark Road, explains that it has concerns with the ditches on his road because the water does not drain properly. He asks when the City will deal with this. Mr. Lenhart replies that this situation affects the whole Clark Road, as mentioned in the report submitted to Council, which will be dealt with later during this meeting.

**9. Council Members' Items**

**9.1 Fire radios service contract - UCPR (report to follow)**

**10. Consent Items**

**RESOLUTION 2018-157**

**Moved by** Michel Levert

**Seconded by** Mario Zanth

**BE IT RESOLVED THAT** the following items, as identified under the consent items category on the regular meeting agenda of June 18, 2018, be adopted:

- 10.1. Adoption of the minutes of the following meetings:
  - a. Regular meeting - June 4, 2018
  - b. Committee of the Whole meeting - June 4, 2018
- 10.2. Receipt of the minutes of the following meetings:
  - a. Heritage Advisory Committee - January 23, 2018
  - b. Heritage Advisory Committee - April 3, 2018
  - c. Planning Committee of April 5, 2018
  - d. Planning Committee of May 2, 2018
  - e. Public Library Board - March 20, 2018
  - f. Public Library Board - May 15, 2018
- 10.3. The following recommendations from Committee of the Whole of June 4, 2018
  - b. Resolution to approve the evaluation process for Heritage sign requests
  - c. Resolution to approve the engineering Guidelines
  - d. Resolution to acknowledge receipt of the Site Plan Control Area By-law and Site Plan process guide
- 10.4. Adoption of the salaries paid from May 6, 2018, to June 2, 2018, in the gross amount of \$991,196.59 and net amount of \$725,278.31

**CARRIED**

***Text of the resolutions adopted by consent under Resolution No 2018-157:***

**10.3b. BE IT RESOLVED THAT** *Council authorizes that the Heritage Advisory Committee be responsible to evaluate the requests for the installation of signs and plaques to commemorate members of the City that had an influence for the community, and*

**BE IT RESOLVED THAT** *the director of the Infrastructure and Planning Department be the approval authority for the approval of those types of requests, based on the recommendation of the Heritage Advisory Committee, and*

**BE IT RESOLVED THAT** the budget for the Heritage Advisory Committee be used to pay for those request.

**10.3c. BE IT RESOLVED THAT** Council approves the engineering guidelines attached to Report No. INF2018-033.

**10.3d. BE IT RESOLVED THAT** the Draft Site Plan process guide and Site plan Control Area By-law attached to Report No. AMÉ-18-39-R, be received as information; and

**BE IT RESOLVED THAT** the Infrastructure and Planning Department be mandated to circulate the Site Plan Control Area By-law to the development community for their comments which shall be taken into consideration by Council prior to the adoption of the said by-law.

**10.4 BE IT RESOLVED THAT** the salaries paid from May 6th, 2018, to June 2nd, 2018, in the gross amount of \$991,196.59 and net amount of \$725,278.31 be adopted as recommended.

**10.3f. Resolution to endorse the current practices to retain required consultant services**

**RESOLUTION 2018-158**

**Moved by** Carl Grimard

**Seconded by** Mario Zanth

**WHEREAS** Council requested staff to review its current consultant appointment procedures with a view to determine if cost savings can be attained through the use of existing staffing resources; and

**WHEREAS** the Administration has reviewed the magnitude of the annual capital works programs and the associated criteria utilized for the retention of external consulting services;

**BE IT RESOLVED THAT** Council endorses the current practices used by the administration to retain required consultant services in the delivery of Council's approved capital works programs and studies.

**CARRIED**

**e. Resolution to approve that a professional engineers report be completed to provide the necessary steps to remove the lead paint from the Jean-Marc Lalonde Arena**

Further to questions, Mr. Jean-Luc Jubinville explains that a commercial level, there are specific steps to be followed in order to remove that lead paint. H explains that the staff does not have the knowledge to deal with this issue.

**RESOLUTION 2018-159**

**Moved by** Michel Levert

**Seconded by** Jean-Marc Lalonde

**WHEREAS** a regular Health and Safety inspection was conducted on the Jean-Marc Lalonde Arena in April 2018.

**WHEREAS** the inspection identified concern with flaking paint.

**WHEREAS** a follow-up inspection was conducted immediately May 3, 2018, by an environmental specialist that identifies lead is contained in the paint above the acceptable limit.

**BE IT RESOLVED THAT** a professional engineers report be completed to provide the necessary steps to remove the lead paint from the arena.

**CARRIED**

- a. **Resolution to approve the purchase and installation of a level 2 charging station for City Hall**

**RESOLUTION 2018-160**

**Moved by** Jean-Marc Lalonde

**Seconded by** Carl Grimard

**BE IT RESOLVED THAT** Council approves the purchase and installation of one level 2 charging station at one specific location as recommended by the Department of Infrastructure and Planning; and

**BE IT RESOLVED THAT** Council authorizes the transfer of \$2,700 from the Building Reserve Fund to the operating budget for the purchase and installation of one electric vehicle charging station.

**CARRIED**

**11. Committee/Staff Reports**

**11.1 Accounts paid**

**RESOLUTION 2018-161****Moved by** Carl Grimard**Seconded by** Mario Zanth

**BE IT RESOLVED THAT** the accounts paid from May 12, 2018, to June 8, 2018, in the amount of \$1,421,262.34 be adopted as recommended.

**CARRIED****11.2 Extend service contract for Dave Darch****RESOLUTION 2018-162****Moved by** Mario Zanth**Seconded by** Diane Choinière

**WHEREAS** Mr. Dave Darch's engineering expertise is still required by the municipality;

**BE IT RESOLVED THAT** Mr. Dave Darch's contract be extended for 2 days a week until September 30, 2018.

**CARRIED****11.3 Dog By-Law Amendment**

Further to questions, Mr. Yves Roy explains that the proposed by-law would resolve illegal situations until the adoption of a new by-law, which should be submitted to Council by the end of the year.

**RESOLUTION 2018-163****Moved by** Diane Choinière**Seconded by** Mario Zanth

**BE IT RESOLVED THAT** Council consider adopts the Dog by-law 2018-105 in order to allow 3 dogs per household plus any 'service dog' that may be clinically assigned to a person living in that household and to allow 5 service dog in training, and further allowing rescue centres to have up to 20 dogs in its care as the dogs transition to new homes.

**CARRIED**

**11.4 Zoning By-law Amendment and Official Plan Amendment – Spacebuilders Ottawa Ltd., Part of Lots 26 and 27, Concession 1 (O.S.), Part of Lot 25, Concession 2 (O.S.), Part of Lots C and D, Concession 8**

Further to questions, Mr. Julian Lenhart explains that Council members will have a chance to ask their questions when the traffic study of this project is available.

**RESOLUTION 2018-164**

**Moved by** Carl Grimard

**Seconded by** Mario Zanth

**WHEREAS** a Zoning By-law Amendment and Official Plan Amendment are required to fulfill conditions of draft approval for the Draft Plan of Subdivision approved by Municipal Council on the 4<sup>th</sup> of April 2018 for the Morris Village stage 5 development,

**BE IT RESOLVED THAT** Municipal Council adopts By-law 2018-83, Amendment No. 10 to the Official Plan of the Urban Area of the City of Clarence-Rockland to change the designation of certain portions of the property described as being Part of Lots 26 and 27, Concession 1 (O.S.), Part of Lot 25, Concession 2 (O.S.), and Part of Lots C and D, Concession 8 from “Low Density Residential” to “Medium Density Residential” and to “Service Commercial” and to add a new policy 5.6.3.6, as recommended by the Infrastructure and Planning Department; and

**BE IT RESOLVED THAT** the Municipal Council adopt By-law 2018-82 amending the Zoning By-law 2016-10 to change the zoning category of the property described as being Part of Lots 26 and 27, Concession 1 (O.S.), Part of Lot 25, Concession 2 (O.S.), and Part of Lots C and D, Concession 8 from “*Residential First Density – General - holding (R1-h) Zone*” to “*Residential First Density – Special – Exception 2 (R1S-2) Zone*”, “*Residential Third Density – Exception 11 (R3-11) Zone*”, “*Residential Third Density – Exception 14 (R3-14) Zone*”, “*General Commercial – Exception 8 (CG-8) Zone*”, and “*Parks and Open Space (OS) Zone*”, as recommended by the Infrastructure and Planning Department.

**CARRIED**

**11.5 Amendment to Draft Plan conditions and Zoning by-law– Brigil – following Alternative Dispute Resolution**

**RESOLUTION 2018-165**

**Moved by** Diane Choinière

**Seconded by** Mario Zanth

**WHEREAS** Council, through a resolution, adopted a series of 92 conditions in regards to the subdivision project of Brigil on April 17, 2018; and

**WHEREAS** Council also adopted an Official Plan Amendment and a Zoning By-law Amendment; and

**WHEREAS** an appeal to the Local Planning Appeal Tribunal was received in regards to the three (3) files; and

**WHEREAS** Council has agreed to undertake a dispute resolution technique under Section 34 (20.1) of the *Planning Act*; and

**WHEREAS** a mediation was scheduled for June 6<sup>th</sup> to try to resolve the dispute; and

**WHEREAS** an agreement was reached between all parties, which requires a Zoning By-law Amendment and the addition of two (2) conditions to the Draft Plan of Subdivision;

**BE IT RESOLVED THAT** the Municipal Council approve the addition of two (2) conditions, as stipulated under Section 5 of report AMÉ-18-53-R to the Draft Plan of Subdivision, submitted by Atrél Engineering, agent for 3223701 Canada Inc. (Brigil), file number D-12-121; and

**BE IT RESOLVED THAT** the Municipal Council approve the By-law no. 2018-80, being a by-law to amend the Zoning By-law 2016-10, in order to modify the Zoning from “Urban Residential First Density – general - holding (R1-h) Zone” to “Urban Residential Third Density – exception 21-holding (R3-21-h) Zone”; and

**BE IT RESOLVED THAT** there will be no appeal period.

**CARRIED**

**11.6 Contract with Rockland Ford Sales Ltd. for the purchase of a one (1) Ton Truck complete with dump box**

**RESOLUTION 2018-166**

**Moved by** Jean-Marc Lalonde

**Seconded by** Mario Zanth

**BE IT RESOLVED THAT** Municipal Council adopts By-Law 2018-73 to authorize the Mayor and the Clerk to sign a contract with Rockland Ford Sales Ltd. for the purchase of a one (1) Ton Truck complete with dump box for the sum of \$54,317.00 excluding H.S.T.

**CARRIED**

**11.7 Amendment of Schedule A to the Emergency Management Program By-Law**

**RESOLUTION 2018-167****Moved by** Mario Zanth**Seconded by** Carl Grimard

**BE IT RESOLVED THAT** Council adopts By-law 2018-103, being a by-law to amend Schedule A of the Emergency Management Program By-Law 2017-148, in order to add Yves Roy as an Alternate Community Emergency Management Coordinator.

**CARRIED****11.8 Purchase of a single axle 5 ton truck, plow and salter****RESOLUTION 2018-168****Moved by** Charles Berlinguette**Seconded by** Carl Grimard

**BE IT RESOLVED THAT** Municipal Council adopts By-Law 2018-74 being a By-Law to authorize the Mayor and the City Clerk to sign a contract with Équipements Lourds Papineau Inc. for the purchase and supply of a single axle 5 Ton 4x4 truck with plow and salter in the amount of \$272,784.82 (excluding HST).

**CARRIED****11.9 Morris Village Park Partnership Plan****RESOLUTION 2018-169****Moved by** Jean-Marc Lalonde**Seconded by** Mario Zanth

**BE IT RESOLVED THAT** Council approves that Community Services develop and implement a partnership plan between businesses and community groups in order to raise funds for the development of Morris Village Park, as recommended.

**CARRIED****11.10 Clark Ditch and Road Structure Rehabilitation****RESOLUTION 2018-170****Moved by** Charles Berlinguette**Seconded by** Diane Choinière

**WHEREAS** Clark Road's structural condition has further deteriorated due to the permanent saturation of the subgrade and that proper drainage with suitable

outlets are required along Clark Road to address the drainage and structural issues.

**WHEREAS** the 2018 budget deliberations did not allocate funding for the construction of Phase 3 of Clark Road.

**WHEREAS** the project objectives of Clark Road align with the Ditch Drainage Study.

**BE IT RESOLVED THAT** Council approves \$200,000 to complete Phase 3 of the Clark Road project, where \$125,000 be transferred from the Ditch Drainage Study project and \$75,000 from the Federal Gas Tax.

**CARRIED**

### 11.11 Engineering Service Waste Treatment Plant

Further to questions, Mr. Julian Lenhart explains that it is the same report that what was presented in April. He adds that the contract should be amended.

**RESOLUTION 2018-171**

**Moved by** Michel Levert

**Seconded by** Carl Grimard

**BE IT RESOLVED THAT** By-law No. 2018-106, being a by-law to authorize the Mayor and Clerk to award a contract to the Ontario Clean Water Agency to provide project management and design review services associated with the Waste Treatment Plant Upgrades, be adopted; and

**BE IT RESOLVED THAT** By-law No. 2018-107, being a by-law to authorize the Mayor and the Clerk to sign the required documents in order to amend the scope of the contract with RV Anderson Engineering from the current upset limit of \$525,000 to an upset limit of \$948,000 for the works associated with the sewage treatment facility be adopted.

**CARRIED**

## 12. By-laws

**RESOLUTION 2018-172**

**Moved by** Mario Zanth

**Seconded by** Michel Levert

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

12.1. 2018-67 - to amend the Sign By-law

12.2. 2018-78 - to amend the Zoning By-Law - 2305 Raymond Street

- 12.3. 2018-79 - to amend Zoning By-law – 1188 Du Lac Road
- 12.5. 2018-85 - Hammond (maintenance) Municipal Drain
- 12.6. 2018-86 - A. Vinette Municipal Drain
- 12.7. 2018-87 - Bussiere (maintenance) Municipal Drain
- 12.8. 2018-88 - Lepage Municipal Drain
- 12.9. 2018-89 - Bussière Municipal Drain
- 12.10. 2018-90 - Paul Seguin Main Municipal Drain
- 12.11. 2018-91 - Potvin Municipal Drain
- 12.12. 2018-92 - Rozon Seguin East Municipal Drain
- 12.13. 2018-93 - Schnupp Municipal Drain
- 12.14. 2018-94 - Louis Lafleur Municipal Drain
- 12.15. 2018-95 - Clarence Creek Pharmacy Municipal Drain
- 12.16. 2018-96 - Regimbald Municipal Drain
- 12.18. 2018-98 - By-law to regulate the destruction or damage of trees
- 12.19. 2018-99 - to amend the Environmental Advisory Committee Terms of reference
- 12.20. 2018-100 - to sign a contract with Lamarche Electric Inc. for the purchase and Installation of Generators (Clarence Creek Arena & Municipal Garage)
- 12.21. 2018-101 - to sign a contract with Synex Construction Ltd for the replacement of culvert on Baseline Road
- 12.22. 2018-104 - to approve an additional one year extension to the agreement with Leduc Bus Lines for routes 530 and 535

**CARRIED**

**12.4 2018-84 - Hammond Municipal Drain**

**RESOLUTION 2018-173**

**Moved by** André J. Lalonde

**Seconded by** Diane Choinière

**BE IT RESOLVED THAT** By-Law 2018-84, being a by-law for the Hammond Municipal Drain, be adopted.

**CARRIED**

**12.17 2018-97 - To prohibit parking between 2322 and 2400 Albert Street**

**RESOLUTION 2018-174**

**Moved by** Jean-Marc Lalonde

**Seconded by** Charles Berlinguette

**BE IT RESOLVED THAT** By-law 2018-97, being a by-law to prohibit parking between 2322 and 2400 Albert Street, be adopted.

**CARRIED**

**13. Closed Meeting report**

Mayor Desjardins calls for a recess at 9:24 p.m. in order to proceed with the Committee of the Whole meeting.

Reopening of the meeting at 10:19 p.m.

**RESOLUTION 2018-175**

**Moved by** Diane Choinière

**Seconded by** Jean-Marc Lalonde

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

5.5. Salary review

**CARRIED**

Members of Council move to the conference room adjacent to the Council Chambers at 10:20 p.m. and return to the Council Chambers at 11:07 p.m.

**RESOLUTION 2018-176**

**Moved by** Carl Grimard

**Seconded by** Mario Zanth

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

**CARRIED**

**14. Confirmatory By-law**

**RESOLUTION 2018-177**

**Moved by** Carl Grimard

**Seconded by** Michel Levert

**BE IT RESOLVED THAT** By-law no. 2018-102, being a confirmatory by-law for the regular meeting of June 18, 2018, be adopted.

**CARRIED**

**15. Adjournment**

Mayor Desjardins adjourns the meeting at 11:09 p.m.

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Guy Desjardins, Mayor

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Maryse St-Pierre, Deputy Clerk





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

le 18 juin 2018  
Council Chambers  
415 rue Lemay Street, Clarence Creek, Ont.

**PRÉSENT:** Guy Desjardins, maire  
Jean-Marc Lalonde, conseiller du quartier 1  
Mario Zanth, conseiller du quartier 2  
Carl Grimard, conseiller du quartier 3  
Charles Berlinguette, conseiller du quartier 4  
André J. Lalonde, conseiller du quartier 5  
Michel Levert, conseiller du quartier 7  
Diane Choinière, conseillère du quartier 8  
Helen Collier, directrice générale  
Monique Ouellet, greffière  
Maryse St-Pierre, greffière adjointe

**ABSENT:** Krysta Simard, conseillère du quartier 6

**1. Ouverture de la réunion**

Le maire Desjardins ouvre la réunion à 18h02.

**2. Prière**

Le conseiller Carl Grimard fait la lecture de la prière.

**3. Adoption de l'ordre du jour**

**RÉSOLUTION 2018-153**

**Proposée par** Carl Grimard

**Appuyée par** Diane Choinière

**QU'IL SOIT RÉSOLU QUE** l'ordre du jour soit adopté avec les ajouts suivants:

7.1. Présentation de Catherina Rouse, directrice générale de la Bibliothèque publique de Rockland concernant les petites biblio gratuites

7.2. Présentation de Catherina Rouse, directrice générale de la bibliothèque publique concernant une solution d'espace pour les adolescents de Rockland

7.3. Pétition présentée par Richard Gadoua au sujet des améliorations du chemin Brazeau

5.6. Négociation de contrat - Dave Darch

5.7. Communications du conseil à l'administration

11.11. Usine de traitement des eaux - rapport INF2018-026

**ADOPTÉE, telle que modifiée**

**4. Déclarations d'intérêts pécuniaires (aucune)**

**5. Réunion à huis clos**

**RÉSOLUTION 2018-154**

**Proposée par** Guy Desjardins

**Appuyée par** Charles Berlinguette

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

5.1. Procès-verbal de la réunion à huis clos du 4 juin 2018

5.2. Mise à jour au niveau légal

5.3. Amendement à l'entente avec le CIH

5.4. Situation relative à une propriété

5.5. Révision des salaires

5.6. Négociation de contrat - Dave Darch

5.7. Communications du conseil à l'administration

**ADOPTÉE**

Les membres du conseil se retirent dans la salle de conférence adjacente à la salle du conseil à 18h05 et retournent dans la salle du conseil à 19h32.

**RÉSOLUTION 2018-155**

**Proposée par** Diane Choinière

**Appuyée par** Carl Grimard

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

**ADOPTÉE**

## 6. **Rapport de la réunion à huis clos**

Le maire Desjardins informe les membres du public que le conseil a discuté de dossiers à huis clos et que des directives ont été données au personnel. Il ajoute que le conseil doit retourner en discussion à huis clos à la fin de la réunion régulière afin de discuter de l'item 5.5.

## 7. **Annonces**

### 7.1 **Présentation de Catherina Rouse, directrice générale de la Bibliothèque publique de Rockland concernant les petites biblio gratuites**

Mme Catherina Rouse présente le projet des petites bibliothèques gratuites. Elle explique que ce projet permettra aux résidents de Clarence Creek et de Bourget d'avoir accès à des livres malgré la fermeture prochaine des bibliothèques de leur secteur. Elle ajoute que ce projet est réalisable à l'intérieur du budget de la bibliothèque.

Suite aux questions, Mme Rouse explique le raisonnement pour le choix des emplacements de ces secteurs.

### 7.2 **Présentation de Catherina Rouse, directrice générale de la bibliothèque publique concernant une solution d'espace pour les adolescents de Rockland**

Mme Catherina Rouse présente le projet du collaboratoire situé à la bibliothèque publique de Rockland. Elle demande un emprunt de la part de la Cité pour réaliser ce projet en collaboration avec l'école secondaire catholique l'Escale.

Suite aux questions, Mme Robin Barré explique que la bibliothèque publique est en discussion avec le conseil scolaire afin d'obtenir de l'équipement mobile qui se retrouverait dans cette salle.

Suite aux questions, M. Frédéric Desnoyers explique qu'il y a une opportunité de faire un prêt interne et donne des explications sur la structure de ce prêt. Mme Rouse ajoute que le remboursement de ce prêt se ferait par des collectes de fonds.

## **RÉSOLUTION 2018-156**

**Proposée par** Diane Choinière

**Appuyée par** André J. Lalonde

**ATTENDU QUE** la bibliothèque publique de Clarence-Rockland a demandé un prêt au conseil en vue d'investir dans le collaboratoire présentement loué par l'École secondaire catholique l'Escale; et

**ATTENDU QUE** la bibliothèque a l'intention de rembourser le montant avec des contributions du conseil scolaire et des collectes de fonds;

**QU'IL SOIT RÉSOLU QUE** la conseil autorise un prêt de 42 000\$ à la bibliothèque publique de Clarence-Rockland, à un taux de 2% pour une période de cinq (5) ans.

**ADOPTÉE**

### **7.3 Pétition présentée par Richard Gadoua au sujet des améliorations du chemin Brazeau**

M. Richard Gadoua présente la pétition pour demander des améliorations au chemin Brazeau. Le maire Desjardins explique que la situation du chemin Brazeau peut être un item discuté lors du processus budgétaire de 2019. Il suggère à M. Gadoua de réitérer sa requête auprès du nouveau conseil en décembre.

Mme Carole Parent, résidant au 1148 chemin Brazeau, explique qu'elle doit passer par le fossé pour laisser passer les autobus scolaires. Elle explique que son entrée est un chaos.

M. Pierre Parent, résidant au 1148 chemin Brazeau, explique que l'eau ne s'écoule pas dans le fossé, mais sur son terrain. Le maire Desjardins explique qu'un membre du personnel de la Cité ira vérifier la situation.

M. Gilles Hupé, résidant au 1465 chemin Brazeau, explique que l'entretien du chemin n'est pas effectué correctement. Il ajoute que le nivellement du chemin n'est pas adéquat.

### **8. Période de Questions/Commentaires**

Gilles Préseault, résidant au 3395 cercle Descôtes, explique sa situation concernant un bris d'eau survenu à sa propriété le 31 janvier 2018. Il remet au conseil un document décrivant un historique de sa situation et des photos. Il demande quand sera le début des travaux.

Suite aux commentaires et questions, M. Julian Lenhart explique que les travaux sont prévus pour la mi-juin et ajoute qu'il va vérifier la date exacte des travaux avec le gestionnaire de l'environnement.

Suite aux questions, M. Robert Kehoe explique que des systèmes sont déjà en place pour traiter les plaintes, lesquels sont utilisés par les départements. M. Julian Lenhart confirme que ce système est utilisé dans son département.

M. René Faubert, résidant au 2349 chemin Clark, explique qu'il est inquiet pour les fossés de son chemin, car l'eau ne se draine pas. Il demande quand la Cité interviendra. M. Lenhart répond que cette situation affecte l'ensemble de la rue Clark, tel que mentionné dans le rapport soumis au conseil, lequel doit être discuté plus tard durant cette réunion.

**9. Items des membres du Conseil**

**9.1 Contrat de service pour les radios d'incendie - CUPR (rapport à suivre)**

**10. Items par consentement**

**RÉSOLUTION 2018-157**

**Proposée par** Michel Levert

**Appuyée par** Mario Zanth

**QU'IL SOIT RÉSOLU QUE** les items suivants, tels qu'identifiés sous la rubrique «items par consentement» à l'ordre du jour de la réunion régulière du 18 juin 2018, soient adoptés :

10.1. Adoption des procès-verbaux des réunions suivantes:

- a. Réunion régulière du 4 juin 2018
- b. Comité plénier du 4 juin 2018

10.2. Réception des procès-verbaux des réunions suivantes:

- a. Comité consultatif du patrimoine - 23 janvier 2018
- b. Comité consultatif du patrimoine- 3 avril 2018
- c. Comité d'aménagement du 5 avril 2018
- d. Comité d'aménagement du 2 mai 2018
- e. Conseil d'administration de la bibliothèque publique - 20 mars 2018
- f. Conseil d'administration de la bibliothèque publique - 15 mai 2018

10.3. Les recommandations suivantes du comité plénier du 4 juin 2018

- b. Résolution pour approuver le processus d'évaluation pour les demandes d'enseignes patrimoniales
- c. Résolution pour approuver les lignes directrices d'ingénierie
- d. Résolution pour recevoir le guide de processus pour les plans d'implantation et règlement sur les plans d'implantation

10.4. Adoption des salaires payés pour la période du 6 mai 2018, au 2 juin 2018, au montant brut de 991 196,59 \$, et montant net de 725 278,31 \$

**ADOPTÉE**

**Texte des résolutions adoptées par consentement telles qu'identifiées dans la résolution 2018-157**

**10.3b. QU'IL SOIT RÉSOLU QUE** le conseil autorise que le comité consultatif du patrimoine soit responsable d'évaluer les demandes d'installation pour des plaques/enseignes pour souligner des gens ayant eu une importance dans la communauté, et

**QU'IL SOIT RÉSOLU QUE** le directeur du département d'infrastructure et aménagement du territoire soit l'autorité approbatrice pour approuver ces demandes suite aux recommandations du comité consultatif du patrimoine, et

**QU'IL SOIT RÉSOLU QUE** le budget pour le comité consultatif du patrimoine soit utilisé pour de telles demandes.

**10.3c. QU'IL SOIT RÉSOLU QUE** le Conseil approuve les directives d'ingénierie incluses au rapport no. INF2018-033.

**10.3d. QU'IL SOIT RÉSOLU QUE** le guide de processus pour les plans d'implantation, et le Règlement sur les plans d'implantation soit reçu à titre d'information; et

**QU'IL SOIT RÉSOLU QUE** le département d'infrastructure et aménagement du territoire soit mandaté à faire circuler le règlement sur les plans d'implantation à la communauté de développeurs, afin d'obtenir leurs commentaires pour la considération du Conseil avant l'adoption dudit règlement.

**10.4. QU'IL SOIT RÉSOLU QUE** les salaires payés pour la période du 6 mai 2018, au 2 juin 2018, au montant brut de 991 196,59 \$, et montant net de 725 278,31 \$, soient adoptés tel que recommandé.

**10.3f. Résolution pour appuyer les pratiques actuelles pour nommer des firmes de consultants**

**RÉSOLUTION 2018-158**

**Proposée par** Carl Grimard

**Appuyée par** Mario Zanth

**ATTENDU QUE** le conseil a mandaté le personnel de réviser les procédures pour la rétention de consultants afin de déterminer si des économies sont possibles en utilisant les ressources à l'interne avec le personnel existant; et

**ATTENDU QUE** l'administration a revu l'ensemble des programmes au niveau des projets en capital et les critères associés utilisés pour la sélection de services de consultation à l'externe;

**QU'IL SOIT RÉSOLU QUE** le conseil appuie les pratiques actuelles utilisées par l'administration pour nommer des consultants afin d'être en mesure de livrer les projets en capital approuvés ainsi que les études.

**ADOPTÉE**

**10.3e. Résolution pour approuver qu'un rapport d'ingénieurs professionnels soit complété pour fournir les étapes nécessaires pour enlever la peinture au plomb de l'Aréna Jean-Marc Lalonde**

Suite aux questions, M. Jean-Luc Jubinville explique qu'il y a des étapes spécifiques à suivre pour retirer de la peinture au plomb lorsqu'on est au niveau commercial. Il explique que le personnel n'a pas les connaissances pour traiter la situation.

**RÉSOLUTION 2018-159**

**Proposée par** Michel Levert

**Appuyée par** Jean-Marc Lalonde

**ATTENDU QU'**une inspection régulière de la santé et de la sécurité a été effectuée à l'aréna Jean-Marc Lalonde en avril 2018.

**ATTENDU QUE** l'inspection a révélé des problèmes de peinture écaillée.

**ATTENDU QU'**une inspection de suivi a été effectuée immédiatement le 3 mai 2018 par un spécialiste de l'environnement qui identifie le plomb contenu dans la peinture au-dessus de la limite acceptable.

**QU'IL SOIT RÉSOLU QU'**un rapport d'ingénieurs professionnels soit complété pour fournir les étapes nécessaires pour enlever la peinture au plomb de l'aréna.

**ADOPTÉE**

**10.3a. Résolution pour approuver l'achat et installation d'une borne de chargement de niveau 2 à l'hôtel de ville**

**RÉSOLUTION 2018-160**

**Proposée par** Jean-Marc Lalonde

**Appuyée par** Carl Grimard

**QU'IL SOIT RÉSOLU QUE** le conseil approuve l'achat et l'installation d'une borne de chargement de niveau 2 à un emplacement en particulier, tel que recommandé par le département d'Infrastructure et d'Aménagement du territoire; et

**QU'IL SOIT RÉSOLU QUE** le conseil autorise le transfert de 2 700\$ du fonds de réserve des bâtiments au budget d'opération 2018 afin de défrayer les coûts de l'achat et de l'installation d'une borne de chargement pour véhicule électrique.

**ADOPTÉE**

- 10.4 Adoption des salaires payés pour la période du 6 mai 2018, au 2 juin 2018, au montant brut de 991 196,59 \$, et montant net de 725 278,31 \$**

**RÉSOLUTION 2018-157**

**Proposée par** Michel Levert

**Appuyée par** Mario Zanth

**QU'IL SOIT RÉSOLU QUE** les salaires payés pour la période du 6 mai 2018, au 2 juin 2018, au montant brut de 991 196,59 \$, et montant net de 725 278,31 \$, soient adoptés tel que recommandé.

**ADOPTÉE**

**11. Rapports des Comités/Services**

**11.1 Comptes payés**

**RÉSOLUTION 2018-161**

**Proposée par** Carl Grimard

**Appuyée par** Mario Zanth

**QU'IL SOIT RÉSOLU QUE** les comptes payés pour la période du 12 mai 2018, au 8 juin 2018, au montant de 1 421 262,34 \$ soient adoptés tel que recommandé.

**ADOPTÉE**

**11.2 Prolongation du contrat de service de Dave Darch**

**RÉSOLUTION 2018-162**

**Proposée par** Mario Zanth

**Appuyée par** Diane Choinière

**ATTENDU QUE** l'expertise de M. Dave Darch est toujours requise par la municipalité;

**QU'IL SOIT RÉSOLU QUE** le contrat de M. Dave Darch soit prolongé pour deux jours par semaine jusqu'au 30 septembre 2018

**ADOPTÉE**

**11.3 Amendement au règlement sur les chiens**

Suite aux questions, M. Yves Roy explique que le règlement proposé permettrait de régler le cas des situations d'illégalité en attendant l'adoption d'un tout nouveau règlement, lequel devrait être soumis au conseil d'ici la fin de l'année.

### **RÉSOLUTION 2018-163**

**Proposée par** Diane Choinière

**Appuyée par** Mario Zanth

**QU'IL SOIT RÉSOLU QUE** le conseil adopte le règlement sur les chiens 2018-105 afin de permettre 3 chiens par résidence en plus des chiens de service assignés à une personne demeurant dans cette résidence et permettre 5 chiens de service en formation. En plus, permettre aux centres d'opérations de sauvetage jusqu'à 20 chiens à leur charge lors de la transition vers un nouveau foyer.

**ADOPTÉE**

#### **11.4 Amendement au règlement de zonage et au plan officiel – Spacebuilders Ottawa Ltd., partie des Lots 26 et 27, Concession 1 (O.S.), partie du Lot 25, Concession 2 (O.S.), partie des Lots C et D, Concession 8**

Suite aux questions, M. Julian Lenhart explique que le conseil pourra poser leurs questions lorsque l'étude de circulation sera reçue relativement à ce projet.

### **RÉSOLUTION 2018-164**

**Proposée par** Carl Grimard

**Appuyée par** Mario Zanth

**ATTENDU QUE** des amendements au règlement de zonage et au plan officiel sont nécessaires afin de compléter les conditions d'approbation de l'ébauche d'un Plan de lotissement approuvé par le Conseil municipal le 4 avril 2018 pour le développement de stage 5 du Village Morris,

**QU'IL SOIT RÉSOLU QUE** le Conseil municipal adopte le Règlement 2018-83, amendement no. 10 au Plan officiel de l'aire urbaine de la Cité de Clarence-Rockland afin de changer la désignation de « Résidentielle à faible densité » à « Résidentielle à moyenne densité » et « Commerce des services » pour certaines parties du terrain décrit comme étant une partie des lots 26 et 27, concession 1 (O.S.), partie du lot 25, concession 2 (O.S.), et partie des lots C et D, concession 8, ainsi que d'ajouter la politique 5.6.3.6, tel que recommandé par le Département d'infrastructures et aménagement du territoire; et

**QU'IL SOIT RÉSOLU QUE** le Conseil municipal adopte le Règlement 2018-82 modifiant le Règlement de Zonage 2016-10 afin de changer la catégorie de zonage de « *Zone résidentielle urbaine de densité 1 – générale – aménagement*

*différé (R1-h) » à « Zone résidentielle urbaine de densité 1 – spéciale – exception 2 (R1S-2) », « Zone résidentielle urbaine de densité 3 – exception 11 (R3-11) », « Zone résidentielle urbaine de densité 3 – exception 14 (R3-14) », « Zone commerciale générale – exception 8 (CG-8) », et « Zone de parcs et espaces verts (OS) », pour le terrain décrit comme étant une partie des lots 26 et 27, concession 1 (O.S.), partie du lot 25, concession 2 (O.S.), et partie des lots C et D, concession 8, tel que recommandé par le Département d'infrastructures et aménagement du territoire.*

**ADOPTÉE**

**11.5 Amendement à l'ébauche de plan de lotissement et au règlement de zonage– Brigil – suite à la méthode de règlement des différends**

**RÉSOLUTION 2018-165**

**Proposée par** Diane Choinière

**Appuyée par** Mario Zanth

**ATTENDU QUE** le conseil municipal, sous forme de résolution, a adopté une série de 92 conditions relatives au projet de lotissement du développement de Brigil, le 17 avril 2018; et

**ATTENDU QUE** le conseil municipal a également adopté un amendement au Plan officiel de l'aire urbaine ainsi qu'un amendement au règlement de zonage; et

**ATTENDU QU'un** appel a été reçu au Tribunal d'appel de l'aménagement local concernant les trois (3) dossiers ci-haut mentionnés; et

**ATTENDU QUE** le conseil a recommandé d'entreprendre les démarches afin de résoudre les différends sous l'article 34 (20.1) de la *Loi sous l'aménagement du territoire*; et

**ATTENDU QUE** médiation a été planifiée pour le 6 juin 2018 afin de résoudre les différends; et

**ATTENDU QU'UNE** entente entre toutes les parties a été conclue et un nouveau règlement de zonage devra être adopté ainsi que l'ajout de deux nouvelles conditions à l'ébauche de plan de lotissement;

**QU'IL SOIT RÉSOLU QUE** le conseil municipal approuve l'ajout de deux (2) conditions stipulées à la Section 5 au rapport AMÉ-18-53-R pour l'ébauche du plan de lotissement, soumise par Atrel Engineering pour 3223701 Canada Inc. (Brigil), dossier numéro D-12-121; et

**QU'IL SOIT RÉSOLU QUE** le conseil adopte le règlement No. 2018-80 concernant un amendement au Règlement de zonage 2016-10, dans le but de modifier la catégorie de zonage de la propriété, de « *Zone résidentielle urbaine de densité 1-aménagement différé (R1-h)* » à « *Zone résidentielle urbaine de densité 3 – exception 21 aménagement différé (R3-21-h)* », tel que recommandé par le Département d'infrastructure et aménagement du territoire; et

**QU'IL SOIT RÉSOLU** qu'il n'y aura aucune période d'appel.

**ADOPTÉE**

**11.6 Contrat avec Rockland Ford Sales Ltd. pour l'achat d'un camion une (1) tonne avec benne**

**RÉSOLUTION 2018-166**

**Proposée par** Jean-Marc Lalonde

**Appuyée par** Mario Zanth

**QU'IL SOIT RÉSOLU QUE** le Conseil municipal adopte le règlement 2018-73 afin d'autoriser le Maire et la Greffière à octroyer un contrat à Rockland Ford Sales Ltd. pour l'achat d'un camion une (1) tonne avec benne pour la somme de 54 317.00\$ excluant la T.V.H.

**ADOPTÉE**

**11.7 Amendement de l'annexe A du programme de gestion des urgences**

**RÉSOLUTION 2018-167**

**Proposée par** Mario Zanth

**Appuyée par** Carl Grimard

**QU'IL SOIT RÉSOLU QUE** le Conseil adopte le règlement 2018-103, étant un règlement pour modifier l'annexe A du règlement 2017-148 relativement au programme de gestion des urgences, afin d'ajouter Yves Roy comme un coordonnateur de la gestion communautaire d'urgence.

**ADOPTÉE**

**11.8 Achat d'un camion 4x4 à essieu simple avec charrue et sablière**

**RÉSOLUTION 2018-168**

**Proposée par** Charles Berlinguette

**Appuyée par** Carl Grimard

**QU'IL SOIT RÉSOLU QUE** le conseil municipal adopte le règlement municipal 2018-74 étant un règlement pour autoriser le Maire et la Greffière à signer un contrat avec Équipements Lourds Papineau Inc. pour l'achat d'un camion 4x4 à

essieu simple avec charrue et sablière pour la somme de \$272 784.82 excluant la TVH.

**ADOPTÉE**

#### **11.9 Plan de partenariat du Parc du Village Morris**

##### **RÉSOLUTION 2018-169**

**Proposée par** Jean-Marc Lalonde

**Appuyée par** Mario Zanth

**QU'IL SOIT RÉSOLU QUE** le Conseil municipal approuve que les Services communautaires mettent sur pied et en application un plan de partenariat avec des entreprises et des groupes communautaires afin d'amasser des fonds pour le développement du parc du Village Morris, tel que recommandé.

**ADOPTÉE**

#### **11.10 Réhabilitation de la structure du fossé et du chemin Clark**

##### **RÉSOLUTION 2018-170**

**Proposée par** Charles Berlinguette

**Appuyée par** Diane Choinière

**ATTENDU QUE** l'état de la structure du chemin Clark s'est détérioré davantage en raison de la saturation permanente de la base de la rue et qu'un drainage adéquat avec des sorties appropriées le long du chemin Clark sont requis pour régler les problèmes structuraux.

**ATTENDU QUE** les délibérations budgétaires de 2018 n'ont pas accordé de financement pour la construction de la phase 3 du chemin Clark.

**ATTENDU QUE** les objectifs du projet du chemin Clark concordent avec le projet d'étude de drainage des fossés.

**QU'IL SOIT RÉSOLU QUE** Le Conseil approuve 200 000 \$ pour compléter la phase 3 du projet du chemin Clark, où 125 000 \$ seront transférés du projet d'étude de drainage de fossé et 75 000 \$ de la taxe fédérale sur l'essence.

**ADOPTÉE**

#### **11.11 Service d'ingénieurs pour l'usine de traitement des eaux usées**

Suite aux questions, M. Julian Lenhart explique qu'il s'agit du même rapport que celui qui a été présenté en avril dernier. Il ajoute que le contrat doit être modifié.

**RÉSOLUTION 2018-171**

**Proposée par** Michel Levert

**Appuyée par** Carl Grimard

**QU'IL SOIT RÉSOLU QUE** le règlement 2018-106, étant un règlement pour autoriser le maire et la greffière à octroyer un contrat à l'Ontario Clean Water Agency pour fournir la gestion de projet et le renouvellement des services associés avec les améliorations du système de traitement des eaux soit adopté; et

**QU'IL SOIT RÉSOLU QUE** le règlement 2018-107, étant un règlement pour autoriser le maire et la greffière à signer les documents nécessaires afin d'amender l'étendue de l'entente avec RV Anderson Engineering de la limite actuelle de 525 000\$ à une limite de 948 000\$ pour les travaux associés aux installations de traitement des eaux soit adopté.

**ADOPTÉE**

**12. Règlements municipaux**

**RÉSOLUTION 2018-172**

**Proposée par** Mario Zanth

**Appuyée par** Michel Levert

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

- 12.1. 2018-67 - pour amender le règlement sur les enseignes
- 12.2. 2018-78 - pour amender le règlement de Zonage - 2305 rue Raymond
- 12.3. 2018-79 - pour amender le règlement de zonage – 1188 chemin Du Lac
- 12.5. 2018-85 - Cours d'eau municipal Hammond (maintenance)
- 12.6. 2018-86 - Cours d'eau municipal A. Vinette
- 12.7. 2018-87 - Cours d'eau municipal Bussière (maintenance)
- 12.8. 2018-88 - Cours d'eau municipal Lepage
- 12.9. 2018-89 - Cours d'eau municipal Bussière
- 12.10. 2018-90 - Cours d'eau municipal Paul Seguin Main
- 12.11. 2018-91 - Cours d'eau municipal Potvin
- 12.12. 2018-92 - Cours d'eau municipal Rozon Seguin Est
- 12.13. 2018-93 - Cours d'eau municipal Schnupp
- 12.14. 2018-94 - Cours d'eau municipal Louis Lafleur
- 12.15. 2018-95 - Cours d'eau municipal Pharmacie Clarence Creek
- 12.16. 2018-96 - Cours d'eau municipal Regimbald

12.18. 2018-98 - règlement pour régulariser la destruction ou les dommages aux arbres

12.19. 2018-99 - pour amender les termes de référence du comité consultatif en environnement

12.20. 2018-100 - pour signer une entente avec Lamarche Electric Inc. pour l'achat et installation de génératrices (Arena Clarence Creek & garage municipal)

12.21. 2018-101 - pour signer un contrat avec Synex Construction Ltd pour le remplacement d'un ponceau sur le chemin Baseline

12.22. 2018-104 - pour approuver un terme additionnel d'un an à l'entente avec Leduc Bus Lines pour les routes 530 et 535

**ADOPTÉE**

**12.4 2018-84 - Cours d'eau municipal Hammond**

**RÉSOLUTION 2018-173**

**Proposée par** André J. Lalonde

**Appuyée par** Diane Choinière

**QU'IL SOIT RÉSOLU QUE** le règlement 2018-84, étant un règlement pour le cours d'eau municipal Hammond soit adopté.

**ADOPTÉE**

**12.17 2018-97 - pour interdire le stationnement entre le 2322 et le 2400 rue Albert**

**RÉSOLUTION 2018-174**

**Proposée par** Jean-Marc Lalonde

**Appuyée par** Charles Berlinguette

**QU'IL SOIT RÉSOLU QUE** le règlement 2018-97, étant un règlement pour interdire le stationnement entre le 2322 et 2400 rue Albert soit adopté.

**ADOPTÉE**

**13. Rapport de la réunion à huis clos**

Le maire Desjardins déclare une pause de la réunion régulière afin de procéder avec la réunion du comité plénier à 21h24.

Réouverture de la réunion à 22h19.

**RÉSOLUTION 2018-175**

**Proposée par** Diane Choinière

**Appuyée par** Jean-Marc Lalonde

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

5.5. Révision des salaires

**ADOPTÉE**

Les membres du conseil se retirent dans la salle de conférence adjacente à la salle du conseil à 22h20 et retournent dans la salle du conseil à 23h07.

**RÉSOLUTION 2018-176**

**Proposée par** Carl Grimard

**Appuyée par** Mario Zanth

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

**ADOPTÉE**

**14. Règlement de confirmation**

**RÉSOLUTION 2018-177**

**Proposée par** Carl Grimard

**Appuyée par** Michel Levert

**QU'IL SOIT RÉSOLU QUE** le règlement no. 2018-102, étant un règlement de confirmation pour la réunion régulière du 18 juin 2018, soit adopté.

**ADOPTÉE**

**15. Ajournement**

Le maire Desjardins lève l'assemblée à 23h09.

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Guy Desjardins, Maire

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Maryse St-Pierre, Greffière adjointe



## Maryse St-Pierre

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**From:** Monique Ouellet  
**Sent:** June-28-18 11:50 AM  
**To:** Maryse St-Pierre  
**Subject:** FW: Résolution - Système de communication pour la répartition du service des incendies  
**Attachments:** DG-012-2018 - Fire Dispatch.pdf; 2018-57 Fire Dispatch Agreement with Turriss.pdf; Résolution aux municipalités locales - système de communication pour la répartition du service des incendies.docx  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Pour l'ODJ du 13 août prochain.

Monique Ouellet, A.M.C.T.

Greffière / City Clerk

Cité de Clarence-Rockland | City of Clarence-Rockland

1560, rue Laurier Street, Rockland ON K4K 1P7

Téléphone | Telephone 613-446-6022 poste | extension 2300

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Télécopieur | Facsimile 613-446-1497

[www.clarence-rockland.com](http://www.clarence-rockland.com)

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**From:** Cadieux, Melissa Claire [<mailto:MCadieux@prescott-russell.on.ca>]

**Sent:** June-27-18 3:29 PM

**To:** [GDCUPRMembresConseil@prescott-russell.on.ca](mailto:GDCUPRMembresConseil@prescott-russell.on.ca); Bastien, Monique <[MBastien@alfred-plantagenet.com](mailto:MBastien@alfred-plantagenet.com)>; Natalie Peever <[npeever@casselman.ca](mailto:npeever@casselman.ca)>; Linda Desjardins-Bergeron <[ldesjardins-bergeron@casselman.ca](mailto:ldesjardins-bergeron@casselman.ca)>; [paula.knudsen@champlain.ca](mailto:paula.knudsen@champlain.ca); [alison.collard@champlain.ca](mailto:alison.collard@champlain.ca); Helen Collier <[hcollier@clarence-rockland.com](mailto:hcollier@clarence-rockland.com)>; Monique Ouellet <[mouellet@clarence-rockland.com](mailto:mouellet@clarence-rockland.com)>; [llalonde@easthawkesbury.ca](mailto:llalonde@easthawkesbury.ca); Groulx, Christine <[cgroulx@Hawkesbury.ca](mailto:cgroulx@Hawkesbury.ca)>; Josée Brizard <[jbrizard@nationmun.ca](mailto:jbrizard@nationmun.ca)>; Leduc, Jean <[JeanLeduc@Russell.ca](mailto:JeanLeduc@Russell.ca)>; Camire Laflamme, Joanne <[joannecamirelaflamme@Russell.ca](mailto:joannecamirelaflamme@Russell.ca)>

**Cc:** Parisien, Stephane P <[SPParisien@prescott-russell.on.ca](mailto:SPParisien@prescott-russell.on.ca)>; Bromberg, Justin <[JBromberg@prescott-russell.on.ca](mailto:JBromberg@prescott-russell.on.ca)>; Latreille, Andree <[ALatreille@prescott-russell.on.ca](mailto:ALatreille@prescott-russell.on.ca)>

**Subject:** Résolution - Système de communication pour la répartition du service des incendies

Bonjour,

Veuillez trouver en pièce jointe la documentation soumise au Conseil ce matin concernant le remplacement du système de communication pour la répartition du service des incendies. Le Conseil des Comtés unis de Prescott et Russell a adopté le rapport ainsi que le règlement visant à transférer le nouveau système (coûts, réseau et équipement) aux CUPR. Toutefois, nous avons besoin des résolutions des municipalités locales afin d'approuver le transfert de responsabilité.

Vous pouvez utiliser la résolution ci-jointe que nous avons préparée pour les municipalités locales et qui doit être adoptée par vos conseils respectifs. Nous aimerions obtenir cette résolution avant la fin juillet si possible.

Nous vous remercions à l'avance.

Sincèrement,

Mélissa

**Mélissa Cadieux, J.D, LL.L**

Greffière adjointe

Deputy Clerk

613-675-4661 poste / extension 2004

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**Prescott**  
*Russell*

COMTÉS UNIS DE / UNITED COUNTIES OF  
PRESCOTT ET/AND RUSSELL

RAPPORT DU DIRECTEUR GÉNÉRAL /  
REPORT OF THE CHIEF ADMINISTRATIVE OFFICER

SYSTÈME DE COMMUNICATION POUR LA RÉPARTITION DU SERVICE DES  
INCENDIES /  
FIRE DISPATCH COMMUNICATION SYSTEM

RAPPORT / REPORT NO.: DG-012/2018    DATE: 27 juin / June 27, 2018

APPROUVÉ / APPROVED:

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Stéphane P. Parisien  
Directeur général / Chief Administrative Officer

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**NOTRE VISION / OUR VISION**

*Prescott et Russell continuera d'être une communauté unie par ses traditions et ses cultures,  
en marche vers la prospérité de tous ses citoyens.*

*Prescott and Russell will continue to be a community united by its traditions and cultures,  
working towards prosperity of all its citizens.*

**SUJET**

Entente définitive pour procéder au remplacement du système de communication pour la répartition du service des incendies

**PRÉAMBULE**

Le directeur général a été mandaté par le Conseil afin d'amorcer un processus d'appel d'offres pour procéder au remplacement du système de communication pour la répartition du service des incendies desservant les huit (8) municipalités des Comtés unis de Prescott et Russell (CUPR). Le processus s'est terminé le 26 avril 2018 et trois (3) propositions compétitives et conformes ont été reçues. Celles-ci ont été évaluées à la fois sur une base objective (technique / financière) et sur une base subjective (obligatoire / viabilité de l'entreprise). Turriss Communications inc. a obtenu le plus haut pointage des trois (3) propositions.

**BUT**

Ce rapport vise à faire état des négociations avec Turriss Communications inc. dans le cadre du remplacement du système de communication pour la répartition du service des incendies dans le but d'entériner l'entente définitive.

**RAPPORT**

Lors de la réunion spéciale du Conseil du 29 mai dernier, Turriss Communications inc. a été identifié comme le meilleur soumissionnaire. Le Conseil a procédé à l'embauche de M. Bill Harvey à titre de gestionnaire de projet afin de mener à terme les négociations d'une entente définitive avec Turriss Communications inc. et de mettre en œuvre le projet.

Parmi les trois (3) propositions conformes reçues par les CUPR dans le cadre de son récent processus d'appel d'offres, Turriss Communications inc. offrait la meilleure valeur économique tout en fournissant un produit et un service techniquement conforme, et en répondant aux exigences du processus

**SUBJECT**

Final agreement to select and proceed with the replacement of the Fire Dispatch Communication System

**PREAMBLE**

The Chief Administrative Officer was given a mandate from Council to manage an RFP process to proceed with the replacement of the current Fire Dispatch Communication System serving the eight (8) municipalities of the United Counties of Prescott and Russell (UCPR). Through a public tendering process, three (3) competitive and compliant proposals were received by the closing date of April 26, 2018. These were evaluated on both an objective basis (technical / financial) and a subjective basis (mandatory / corporate viability). Turriss Communications Inc. received the highest scoring of the three vendors.

**PURPOSE**

This report intends to provide an update on the negotiations with Turriss Communications Inc. for the replacement of the current Fire Dispatch Communication System, with the purpose of approving the final agreement.

**REPORT**

During the special Council meeting on May 29, 2018, to review the results, Turriss Communications Inc. was identified as the preferred vendor. Council approved the hiring of Mr. Bill Harvey as project manager, in order to negotiate the terms of the final service agreement with Turriss Communications Inc. and to implement the project.

Of the three (3) compliant proposals received by the UCPR through its recent RFP process, Turriss Communications Inc. offered the best economic value while providing a technically compliant product and service, and meeting the requirements of the RFP process. The summary, findings and recommendations for

d'appel d'offres. Le résumé, les conclusions et les recommandations concernant le remplacement du système de communication pour la répartition du service des incendies figurent dans le rapport soumis au Conseil en date du 29 mai 2018 (annexes « A » et « B »). Depuis, et conformément aux directives du Conseil, le gestionnaire de projet a entamé des discussions et des négociations avec Turris Communications inc. et ce dernier a convenu de réduire le coût du « système géré » de 3,85 millions de dollars à 3,50 millions de dollars, soit une économie de 10%.

À long terme, l'option du « système géré » est celle qui procure la meilleure valeur et présente le moins de risques pour les huit (8) municipalités. Il est important de souligner que les exigences techniques et procédurales uniques du système de répartition actuel seront maintenues pour les huit (8) municipalités, peu importe qu'elles soient desservies par la ville de Hawkesbury ou par la ville d'Ottawa.

Il est impératif que les CUPR et le Conseil aillent de l'avant avec la sélection du fournisseur, les négociations et le remplacement du système actuel de communication pour la répartition du service des incendies afin d'assurer la sécurité et le bien-être à long terme des pompiers municipaux et du grand public. Tout retard supplémentaire pourrait constituer un risque pour la santé et la sécurité.

### **IMPACT**

En supposant que le coût du système de communication pour la répartition du service des incendies (y compris le réseau et l'équipement) devienne la responsabilité des CUPR, l'impact financier de ce remplacement représente un coût de 3,50 millions de dollars, qui doit être budgétisé et payé par les CUPR sur une période de 10 ans (350 000 \$ par année).

the replacement of the Fire Dispatch Communication System reside in the report to Council dated May 29, 2018 (Appendixes "A" and "B"). Since that time, and in accordance with Council's directions, the Project Manager has initiated discussions and negotiations with Turris Communications Inc. As a result, the vendor has agreed to reduce the cost of the 10-year "managed system" from \$3.85 million dollars down to \$3.50 million dollars – representing a saving of 10%.

The "managed system" option provides the best value and the least risk for the eight (8) municipalities, in the long term. It is important to highlight that the unique technical and procedural requirements of the current dispatch system will be maintained for all eight municipalities, irrespective of whether they are served by the Town of Hawkesbury or the City of Ottawa.

It is imperative that the UCPR and Council move forward on the vendor selection and negotiations, and the replacement of the current Fire Dispatch Communication System in order to secure the long-term safety and well-being of municipal firefighters and the greater public, as any further delay might constitute a health and safety risk.

### **IMPACT**

Assuming that the cost of the Fire Dispatch Communication System (including both the network and the user gear) is uploaded to the UCPR, the financial impact of this replacement process represents a cost of \$3.50 million dollars, to be budgeted and paid by the UCPR over a 10-year period (\$350,000 annually).

De plus, une dépense unique de 50 000 \$ est nécessaire afin de prolonger le mandat de M. Harvey à titre de gestionnaire de projet pendant les mois d'été et d'automne et pour rehausser certaines pièces d'équipements si nécessaire sur notre infrastructure actuelle.

### **DOCUMENT DE SOUTIEN**

Annexe « A » - Présentation des résultats de l'appel d'offres et des recommandations, 29 mai 2018

Annexe « B » - Remplacement du système de communication pour la répartition du service des incendies, résumé du projet

### **RECOMMANDATION**

Je recommande que le Conseil :

- 1) Approuve le rapport DG-012/2018;
- 2) Choisisse l'option « système géré » pour un coût de 3,50 millions de dollars sur une période de 10 ans;
- 3) Budgétise un montant de 50 000 \$ pour les services de M. Bill Harvey à titre de gestionnaire de projet et le rehaussement d'équipements;
- 4) Accepte que le système de communication pour la répartition du service des incendies devienne la responsabilité des CUPR; et
- 5) Adopte un règlement afin de formaliser l'entente de service avec Turriss Communication inc.

In addition, a one-time expense of \$50,000 is required to prolong Mr. Harvey's mandate as Project Manager through the summer and fall months and to upgrade equipment on our infrastructure if required.

### **SUPPORTING DOCUMENTATION**

Appendix "A" – Presentation on RFP Results and Recommendations, May 29, 2018

Appendix "B" – Fire Dispatch Communication System Replacement, Project Summary

### **RECOMMENDATION**

I recommend that Council:

- 1) Approve Report DG-012/2018;
- 2) Choose the "managed system" option for a cost of \$3.50 million dollars over a 10-year period;
- 3) Budget \$50,000 for both the services of Mr. Bill Harvey as Project Manager and equipment upgrades;
- 4) Accept that the Fire Dispatch Communication System be uploaded to the UCPR; and
- 5) Adopt a by-law to formalize the Service Agreement with Turriss Communication Inc.

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Stéphane P. Parisien  
 Directeur général / Chief Administrative Officer

**THE CORPORATION OF THE UNITED COUNTIES  
OF PRESCOTT AND RUSSELL  
BY-LAW NUMBER 2018-57**

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**BEING A BY-LAW TO TRANSFER THE FIRE DISPATCH COMMUNICATION SYSTEM TO THE UPPER-TIER MUNICIPALITY AND TO AUTHORIZE THE ENTERING INTO A SERVICE AGREEMENT BETWEEN THE CORPORATION OF THE UNITED COUNTIES OF PRESCOTT AND RUSSELL AND TURRIS COMMUNICATIONS INC.**

**WHEREAS** section 5 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the "Act") states that municipal powers shall be exercised by by-law;

**AND WHEREAS** subsection 116(1) of the Act allows a municipality to establish, maintain and operate a centralized communication system for emergency response services;

**AND WHEREAS** section 189 authorizes an upper-tier municipality to pass a by-law to provide for the transfer of all or part of a lower-tier power to the upper-tier municipality from one or more of its lower-tier municipalities;

**AND WHEREAS** the Council of the Corporation of the United Counties of Prescott and Russell (the "UCPR") wishes that the Fire Dispatch Communication System be transferred to the UCPR and that local municipalities maintain their power with respect to fire prevention and protection services pursuant to the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4.

**AND WHEREAS** the current Fire Dispatch Communication System serving the eight (8) local municipalities of the UCPR is outdated and can no longer meet the needs of municipal firefighters and local municipalities;

**AND WHEREAS** the Council of the UCPR deems it expedient and imperative to move forward with the replacement of the current Fire Dispatch Communication System in order to secure the long-term safety and well-being of municipal firefighters and local municipalities.

**NOW THEREFORE** the Council of the UCPR enacts as follows:

1. That the Fire Dispatch Communication System (including the cost, the network and the user gear) be transferred to the UCPR.
2. That the Service Agreement between the UCPR and Turriss Communications Inc. with respect to the replacement of the Fire Dispatch Communication System be hereby adopted and forming part of this By-law as Schedule "A".
3. That the Warden and the Chief Administrative Officer be authorized to execute the said Service Agreement.
4. That this By-law shall come into force and take effect on the day that:
  - i. a majority of the councils of all local municipalities forming part of the UCPR have passed resolutions giving their consent to this By-law, and
  - ii. the total number of electors in the local municipalities that have passed resolutions as per section 4(i) of this By-law form a majority of all the electors in the UCPR.

**DONE AND PASSED** in open Council this 27<sup>th</sup> day of June, 2018.

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François St-Amour, Warden

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Andrée Latreille, Clerk

**Schedule "A" to By-law 2018-57**

See attached "Service Agreement between the Corporation of the United Counties of Prescott and Russell and Turris Communications Inc."



**COMTÉS UNIS DE / UNITED COUNTIES OF  
PRESCOTT-RUSSELL**

**R É S O L U T I O N / R E S O L U T I O N**

**Date:** \_\_\_\_\_ **Item no. :** \_\_\_\_\_

**Sujet / Subject:** **Systeme de communication pour la répartition du service des incendies /  
Fire Dispatch Communication System**

**Proposé par / Moved by:** \_\_\_\_\_

**Appuyé de / Seconded by:** \_\_\_\_\_

ATTENDU que les municipalités locales des Comtés unis de Prescott et Russell (CUPR) sont responsables des services de prévention et de protection contre les incendies conformément à la *Loi de 1997 sur la prévention et la protection contre l'incendie*;

ET ATTENDU que le paragraphe 116(1) de la *Loi de 2001 sur les municipalités* permet à une municipalité d'établir, maintenir et exploiter un système de communication centralisé aux fins d'intervention d'urgence;

ET ATTENDU que l'article 189 de la *Loi de 2001 sur les municipalités* autorise une municipalité de palier supérieur à adopter un règlement qui permet le transfert d'un pouvoir de palier inférieur d'une ou de plusieurs de ses municipalités de palier inférieur à la municipalité de palier supérieur;

ET ATTENDU que le Conseil des CUPR a adopté le rapport DG-012/2018 portant sur le remplacement du système actuel de communication sur la répartition du service des incendies;

ET ATTENDU que le Conseil des CUPR a également adopté le règlement 2018-57 relativement au transfert du système de communication pour la répartition du service des incendies (y compris les coûts, le réseau et l'équipement) aux CUPR;

QU'IL SOIT RÉSOLU que le Conseil de (*municipalité*) consent par la présente au transfert du système de communication pour la répartition du service des incendies aux CUPR conformément au règlement 2018-57 et accepte de maintenir ses pouvoirs relativement aux services de prévention et de protection contre les incendies en vertu de la *Loi de 1997 sur la prévention et la protection contre l'incendie*.

WHEREAS local municipalities of the United Counties of Prescott and Russell (UCPR) are responsible for fire prevention and protection services pursuant to the *Fire Protection and Prevention Act, 1997*;

AND WHEREAS subsection 116(1) of the *Municipal Act, 2001*, allows a municipality to establish, maintain and operate a centralized communication system for emergency response services;

AND WHEREAS section 189 of the *Municipal Act, 2001*, authorizes an upper-tier municipality to pass a by-law to provide for the transfer of a lower-tier power from one or more of its lower-tier municipalities to the upper-tier municipality;

AND WHEREAS the Council of the UCPR adopted Report DG-012/2018 regarding the replacement of the current Fire Dispatch Communication System;

AND WHEREAS the Council of the UCPR also adopted By-law 2018-57 with respect to the transfer of the Fire Dispatch Communication System (including the cost, the network and the user gear) to the UCPR;

BE IT RESOLVED that the Council of the (*municipality*) hereby consent to the transfer of the Fire Dispatch Communication System to the UCPR as per By-law 2018-57, and accept to maintain its powers with respect to fire prevention and protection services pursuant to the *Fire Protection and Prevention Act, 1997*.

|                    |  |   |  |
|--------------------|--|---|--|
| Adoptée / Adopted  |  | Vote enregistré demandé par /<br><i>Recorded vote requested by:</i> |  |
| Défaite / Defeated |  | Initiales du secrétaire /<br><i>Clerk's initials:</i>               |  |





## RAPPORT N° LOI2018-08-04

|                     |   |
|---------------------|---|
| <b>Date</b>         | 31/07/2018  |
| <b>Soumis par</b>   | Martin Irwin  |
| <b>Objet</b>        | Proposition de demande de subvention – Fonds pour l’accessibilité |
| <b># du dossier</b> | Cliquez ici pour entrer du texte.                                 |

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

L’objectif de ce rapport est de recevoir une directive du conseil municipal en ce qui concerne une demande de subvention aux « Fonds pour l’accessibilité » gérés par « Emploi et Développement social Canada » pour la construction d’une aire de jeu accessible au parc à Hammond.

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

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

**ATTENDU QUE** les Services communautaires ont reçu quelques demandes de résidents de la communauté de Hammond afin de construire une aire de jeu accessible au parc de Hammond; et

**ATTENDU QUE** les « Fonds pour l’accessibilité » fournit des subventions afin de financer de petits projets de construction, de rénovation ou de modernisation qui permettent d’augmenter l’accessibilité dans les collectivités; et

**ATTENDU QUE** les Services communautaires ont dû soumettre la demande de subvention sans avoir reçu l’approbation du conseil municipal afin de respecter la date d’échéance de la demande de subvention; et

**QU’IL SOIT RÉSOLU QUE** le conseil municipal approuve la demande de subvention soumis par les Services communautaires au « Fonds pour l’accessibilité – Emploi et développements social Canada » qui a pour but de financer une aire de jeu accessible au parc de Hammond; Tel que résolue

**WHEREAS** Community Services have received requests from residents of the Hammond community for an accessible playground; and

**WHEREAS** the "Accessibility Fund" provides grants to finance small construction, renovation or retrofit projects that increase accessibility in communities; and

**WHEREAS** Community Services had to submit the grant application without the approval of City Council in order to respect the grant application deadline; and

**BE IT RESOLVED THAT** City Council approve the grant application submitted by Community Services to the "Accessibility Fund - Employment and Social Development Canada" to finance an accessible playground at the Hammond Park; As resolved

4) **HISTORIQUE :**

En mars dernier, deux résidentes de Hammond ont rencontré Jean-Luc Jubinville, gestionnaire des installations, et Martin Irwin, gestionnaire des relations communautaires, pour faire une demande aux Services communautaires afin de construire une structure de jeu accessible à l'intérieur du parc à Hammond ainsi que de présenter la possibilité d'un appui financier par l'entremise du « Fonds pour l'accessibilité – Emploi et développement social Canada ».

5) **DISCUSSION :**

**Rédaction de la demande et documents d'appui :** Il est à noter que la demande fut complétée par les deux résidentes de Hammond. De plus, les résidentes ont été chercher deux estimés d'experts-conseils et sept lettres d'appui du projet de différents organismes communautaires (p.ex., paroisse St-Mathieu, conseil scolaire, organismes sociaux, résidence St-Mathieu, etc.)

**Soumission de la demande :** Les « Fonds pour l'accessibilité – Emploi et développement Canada » acceptaient les demandes de subvention dès le début juin. Toutefois, les Services communautaires étaient en pleine organisation des Jeux des aînés de Clarence-Rockland et du Festival de la rivière des Outaouais ce qui les a empêchés de rédiger un rapport conseil avant la période de relâche du conseil municipal. Aucune autre réunion du conseil municipal était à l'horaire avant la date limite afin de soumettre une demande soit le 26 juillet. L'administration municipale a donc pris la décision d'appliquer pour la demande de subvention et d'ensuite apporter un rapport au conseil municipal au mois d'août afin d'obtenir l'approbation du conseil.

**Possibilité de retirer la demande de subvention:** C'est à noter que la proposition peut être retirée si le conseil municipal décide de ne pas appuyer le projet.

6) **CONSULTATION :**

N/A

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

N/A

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

Si la Cité reçoit la subvention les coûts du projet seront divisés comme suit :

| Contributions             | Montant      |             |
|---------------------------|--------------|-------------|
|                           | Monétaire    | En nature   |
| Subvention                | 85 835.79\$  |             |
| Campagne de financement   | 30 000\$     |             |
| Cité de Clarence-Rockland |              | 16 208.99\$ |
| Cout TOTAL du projet      | 132 045.78\$ |             |

Subvention : La subvention fournira 65 % du total des coûts admissibles du projet.

Campagne de financement : Les deux résidentes s'engagent à lancer une campagne de financement à l'automne 2018 et ont comme objectif d'amasser 30 000 \$ pour le projet proposé, soit 22.7% du coût total du projet.

Part municipale : Les Services communautaires s'engagent à faire une contribution en nature d'une valeur de 16 208.99 \$, soit 12.3% du coût total du projet, sous la forme de :

- la préparation du terrain – Employés internes;
- de matériel déjà sur le site (p.ex., paillis, bordure de plastique, etc.)
- l'inspection finale par un employé municipal certifié.

9) **IMPLICATIONS LÉGALES :**

N/A

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

11) **IMPLICATIONS STRATÉGIQUES :**

La proposition soumise aux « Fonds pour l'accessibilité - Emploi et développement social Canada » est en ligne avec la recommandation #39 du plan stratégique des Loisirs :

*Recommandation 39 : Accorder la priorité à des structures de jeux accessibles en fauteuil roulant dans les nouvelles acquisitions.*

*Justification : Il n'est pas possible de remplacer toutes les anciennes structures de jeux qui ne sont pas accessibles; toutefois, cela devrait être une priorité au fur et à mesure que la Cité aborde son plan de gestion des actifs et fait l'acquisition de nouvelles structures de jeux.*

12) **DOCUMENTS D'APPUI:**

1. ESDC-EMP5585 – Signé.PDF
2. Lettres d'appui - Alphonse Carrière.PDF
3. Estimé 1 - Alphonse Carrière.PDF
4. Estimé 2 - Alphonse Carrière.PDF



À l'usage du ministère :

Numéro du SCSC \_\_\_\_\_ Numéro de CR \_\_\_\_\_

**\*Programme :** Fonds pour l'accessibilité pour la composante des projets de petite envergure  
(Nom du programme pour lequel vous présentez une demande de financement)

## Demande de financement standardisée de subvention (DFSS)

Le programme de financement pour lequel votre organisme a présenté une demande comporte des conditions d'admissibilité précises. Votre Demande de financement standardisée de subvention doit démontrer clairement de quelle façon le projet proposé respecte ces conditions. De plus, si vous présentez une demande dans le cadre d'un appel de propositions ou d'un autre processus soumis à des contraintes de temps, vous devez transmettre votre demande de financement à Emploi et Développement social Canada (EDSC) d'ici la date de clôture. Les documents reçus après la date de clôture affichée ne seront pas acceptés.

Avant de remplir la présente demande de financement standardisée de subvention, veuillez lire attentivement :

- le Guide du demandeur qui contient des renseignements sur la façon de remplir et de présenter ce formulaire; et
- le site Web du programme de financement.

À moins d'avis contraires indiqués dans le Guide du demandeur, toutes les parties de la demande de financement doivent être complétées.

### Section A - Avis aux demandeurs

### Section B - Demande de financement

- Partie 1 - Organisme
- Partie 2 - Projet
- Partie 3 - Financement
- Partie 4 - Informations additionnelles (Optionnelles)
- Partie 5 - Signatures

### Section C - Modalités de l'Entente de subvention

Annexe A - Description du projet et signatures

Nous vous remercions de l'intérêt que vous portez à notre programme.

## **SECTION A - Avis aux demandeurs**

*Veillez noter que ce document contient une demande de financement et une entente de subvention. La demande de financement est sujette à une évaluation de la part des représentants du ministère de l'Emploi et du Développement social (EDSC). Le demandeur sera informé des résultats de cette évaluation. De plus, toutes activités ayant débutées avant l'approbation de la demande seront réputées non admissibles au financement.*

*Lors de la soumission de la Demande de financement standardisée de subvention, les demandeurs doivent être autorisés à soumettre et à signer la présente demande de financement standardisée de subvention au nom de l'organisme demandeur.*

*L'information recueillie dans la présente Demande de financement standardisée de subvention sera utilisée, et pourrait être divulguée, aux fins d'évaluation de votre demande. Dans le cadre du processus d'évaluation, l'information pourrait être communiquée à des consultants externes, à des membres du comité d'examen, à des fonctionnaires d'autres ministères, aux gouvernements fédéral, provinciaux ou territoriaux ou à des députés.*

*L'information pourrait également être utilisée ou communiquée aux fins d'analyse de politiques, de recherche ou d'évaluation. Dans le cadre de ces activités, des liens pourraient être établis entre diverses sources d'information sous la garde et le contrôle de EDSC. Toutefois, les autres utilisations ou divulgations d'information n'auront pas d'incidence sur votre projet.*

*Si la demande comprenait des renseignements personnels, ces derniers seraient administrés conformément à la Loi sur la protection des renseignements personnels et les dispositions régissant la protection des renseignements personnels qui sont établies dans la Loi sur le ministère de l'Emploi et du Développement social.*

*La demande est aussi assujettie à la Loi sur l'accès à l'information (LAI). La LAI fournit à tous le droit d'accès à l'information sous le contrôle du Ministère, sous réserve d'un ensemble d'exceptions limité. Les instructions pour obtenir l'accès à cette information sont présentées dans la publication gouvernementale Info Source, qui est affichée sur le site Web <http://www.infosource.gc.ca>. Vous pouvez également accéder à Info Source en ligne dans n'importe quel Centre Service Canada.*

## SECTION B - Partie 1 - Organisme

| A. IDENTIFICATION DE L'ORGANISME   |   |   |                                |
|--|---|---|--------------------------------|
| *1. Nom légal<br>Corporation de la Cité de Clarence-Rockland   |   | *2. Nom commercial (usuel) (s'il diffère du nom légal)<br>Cité de Clarence-Rockland |                                |
| *3. Numéro d'entreprise de l'ARC<br>872445960RT0001  |   | 4. Autre numéro d'enregistrement (Indiquez la source)                               |                                |
| *5. Type d'organisme<br>Petite municipalité  |   | *6. Catégorie d'organisme<br>Secteur public   | *7. Année de fondation<br>1998 |
| *8. Adresse de l'organisme<br>1560, rue Laurier  |   |   |                                |
| *9. Ville ou municipalité<br>Clarence-Rockland   | *10. Province ou territoire<br>Ontario    | *11. Pays (si autre que Canada)<br>Canada   | *12. Code postal<br>K4K 1P7    |
| *13. Numéro de téléphone Poste<br>613-446-6022 x2298   | 14. Numéro de télécopieur<br>613-446-1497 | *15. Adresse de courriel<br>mirwin@clarence-rockland.com                            |                                |
| 16. Adresse postale (si différente de l'adresse de l'organisme)  |   |   |                                |
| 17. Ville ou municipalité  | 18. Province ou territoire                | 19. Pays (si autre que Canada)  | 20. Code postal                |
| 21. Numéro de téléphone Poste  | 22. Numéro de télécopieur                 |   |                                |
| *23. Mandat de l'organisme<br>Veiller à l'épanouissement de notre population en portant une attention particulière à la qualité de vie de nos résidants, en cherchant à accroître la diversité des services offerts, en contribuant à la promotion de notre richesse agro-récréotouristique et en favorisant le développement communautaire. Nous y parviendrons grâce à une communication ouverte et un partenariat dynamique avec tous les membres de notre communauté, tout en conservant notre caractère bilingue. |   |   |                                |

| B. PERSONNE RESSOURCE DE L'ORGANISME - Il s'agira de notre principale personne ressource en ce qui a trait à la présente demande de financement.   |                            |  |                 |
|--|----------------------------|--|-----------------|
| *24. Prénom<br>Martin  |                            | *Nom<br>Irwin  |                 |
| *25. Titre du poste<br>Gestionnaire des relations communautaires   |                            | *26. Langue de communication préférée<br>Écrite : <input checked="" type="checkbox"/> Français <input type="checkbox"/> Anglais   Parlée : <input checked="" type="checkbox"/> Français <input type="checkbox"/> Anglais |                 |
| *27. PERSONNE RESSOURCE DE L'ORGANISME - ADRESSE<br><input checked="" type="checkbox"/> Même que l'adresse de l'organisme <input type="checkbox"/> Même que l'adresse postale de l'organisme <input type="checkbox"/> Différente (Inscrire ci dessous) |                            |  |                 |
| 28. Adresse de la personne ressource   |                            |  |                 |
| 29. Ville ou municipalité  | 30. Province ou territoire | 31. Pays (si à l'extérieur du Canada)  | 32. Code postal |
| 33. Numéro de téléphone Poste  | 34. Numéro de télécopieur  | 35. Adresse de courriel  |                 |

**C. CAPACITÉ ORGANISATIONNELLE**

36. Combien d'employés votre organisme compte-t-il actuellement? 327

\*37. Est-ce que votre organisme doit des sommes au gouvernement du Canada?  Oui  Non  
Si oui, veuillez remplir les champs ci-dessous pour chaque somme due.

| Somme due | Nature de la somme due<br>(p. ex. impôts, pénalités, trop payés) | Ministère ou organisme auquel<br>la somme en souffrance est due | 38. Si une somme est<br>due, une entente de<br>paiement a-t-elle été<br>conclue? |
|-----------|--|---|--|
| A.        |  |   | <input type="checkbox"/> Oui <input type="checkbox"/> Non                        |
| B.        |  |   | <input type="checkbox"/> Oui <input type="checkbox"/> Non                        |
| C.        |  |   | <input type="checkbox"/> Oui <input type="checkbox"/> Non                        |
| D.        |  |   | <input type="checkbox"/> Oui <input type="checkbox"/> Non                        |

**SECTION B - Partie 2 - PROJET****A. IDENTIFICATION DU PROJET**

\*39. Titre du projet

Aire de jeu accessible au parc Alphonse Carrière

\*40. Date prévue de début du projet (AAAA/MM/JJ)

2019/06/03

\*41. Date prévue de fin du projet (AAAA/MM/JJ)

2019/08/02

**B. DESCRIPTION DU PROJET**

\*42. Sommaire du projet (veuillez rédiger une brève description du projet proposé, notamment l'objectif principal visé)

La Cité de Clarence-Rockland, qui habite près de 25 000 résidents, sollicite 100 000 \$ au volet Accessibilité dans la communauté du Fonds pour l'accessibilité.

L'objectif principal visé est de réaménager le parc public Alphonse Carrière, situé au 3154 chemin Gendron dans la communauté de Hammond de la Cité de Clarence-Rockland, afin qu'il devienne accessible et sécuritaire à tous.

Les structures de jeu actuelles n'ont pas été conçues pour accommoder les citoyens ayant une situation de handicap physique, intellectuel ou sensoriel. Pour y accéder, les membres de la communauté doivent aussi avoir la capacité d'escalader un mur ou grimper une échelle à obstacles pour atteindre la structure. Afin de rendre l'aire de jeu accessible, une glissoire avec un sentier accessible, une maison-jouet, des balançoires inclusives, des tables accessibles, des jeux et des panneaux interactifs seront ajoutés aux structures actuelles.

Aussi, les structures de jeu sont situées sur une surface surélevé plutôt qu'au niveau du sol et conçu de paillis de jardin non compacté. Ceci ne permet pas aux enfants et aux autres membres de la communauté en situation de handicap de circuler autour des structures de façon indépendante et sécuritaire. Ainsi, l'aménagement d'une surface de jeu entièrement accessible en fibres de cèdre compacté, au niveau du sol, permettra à tous les citoyens de circuler de façon indépendante et en toute sécurité.

D'ailleurs, étant sensibiliser aux besoins des membres de notre communauté, la Cité de Clarence-Rockland à fait l'installation de sentier accessible en pavé menant du stationnement au parc de jeux pour enfant. Les sentiers furent installés au printemps 2018 et permettent dorénavant à tous de se déplacer jusqu'au parc de jeux indépendamment et en toute sécurité.

La Cité Clarence-Rockland reconnaît que le jeu est essentiel pour le bien-être physique, social et émotionnel de chaque enfant, incluant les enfants en situation de handicap. Les bienfaits sont multiples et comprennent : le renforcement de la santé globale, l'apprentissage de prise de décisions, le développement de nouvelles compétences et aptitudes sociales y compris l'interaction avec les pairs. Les espaces de jeu accessibles encouragent l'enjeu partagé entre les enfants de toutes les capacités physiques. Ils permettent aux enfants de développer des concepts liés à la tolérance, à la diversité et à l'acceptation. Ce qui permet d'aider à créer un sens de communauté. Les enfants utilisent le jeu pour développer leurs habiletés sociales. Présentement, les enfants et les membres de la communauté en situation de handicap ne peuvent bénéficier des installations et des bienfaits du jeu.

\*43. Activités du projet (veuillez décrire en détail les activités qui seront réalisées).

Préparation du terrain (1 semaine):

- Excavation de l'aire où les structures de jeu accessibles seront installées

Installation (4 semaines):

- Installation des structures de jeu accessibles
- Soudage des lisses en acier
- Poser les poutres de rétention du paillis
- Étendre le paillis accessible
- Paver le sentier accessible de 32 mètres

Terracement (2 semaines):

- Étendre la terre noire
- Installer la tourbe/semences

Inspection finale (1 semaine)

\*44. Veuillez décrire en quoi le projet proposé vient répondre aux objectifs du programme et indiquer la priorité de l'appel de propositions visée par votre demande (s'il y a lieu).

Les composantes proposées à être ajoutées à l'aire de jeu existante permettront aux enfants et aux autres membres de la communauté en situation de handicap de circuler dans le parc de façon indépendante et en toute sécurité. Elles promeuvent l'inclusion, le renforcement de la santé globale, l'apprentissage de prise de décisions, le développement de nouvelles compétences et d'aptitudes sociales y compris l'interaction avec les pairs.

Le projet permettra aussi d'encourager le jeu partagé entre les enfants de toutes les capacités physiques. Il permettra aux enfants de développer des concepts liés à la tolérance, à la diversité et à l'acceptation.

\*45. Si le projet proposé comprend des activités de construction ou de rénovation, veuillez indiquer si votre organisme est propriétaire de l'édifice en question?

Oui  Non

Le cas échéant, veuillez fournir une preuve du droit de propriété (c. à d. relevé de taxe foncière, avis d'évaluation immobilière, contrat d'achat).

Si ce n'est pas le cas, veuillez présenter une copie de votre bail, lequel doit confirmer que vous êtes responsable de l'amélioration des immobilisations, ainsi qu'une lettre du locateur confirmant qu'il consent à ces améliorations

\*46. Veuillez fournir le nombre approximatif de personnes qui profiteront des activités proposées. De quelle manière en profiteront-elles?

Selon l'Enquête sur la participation et les limitations d'activités (EPLA) de 2006, les personnes en situation de handicap représentent 16.5% de la population canadienne, soit plus de 4,2 millions de Canadiens, l'équivalence de 1/7 des canadiens. Selon le profil de recensement de 2016 mené par Statistique Canada, la Cité de Clarence-Rockland habite 4 340 enfants âgés de 0 à 14 ans, soit 17.7% de la population. De plus, 49.6% des familles de Clarence-Rockland ont au moins un enfant. Puisque les parcs universellement accessibles se font plutôt rares, plusieurs autres citoyens des municipalités avoisinantes se déplaceront pour profiter des installations.

Une alimentation saine et de l'activité physique quotidienne préviennent les problèmes de santé. Les niveaux de revenu sont directement liés à la participation aux activités physiques. Les personnes ayant un revenu plus élevé ont un taux de participation plus élevés à des activités sportives et une meilleure santé globale. Les personnes en situation de handicap font face à des obstacles qui augmentent leur risque de vivre dans la pauvreté, ce qui affecte directement leur participation à l'exercice physique. Un parc accessible permettrait l'accès gratuit à des aires de jeu accessibles ayant comme effet une meilleure participation à l'exercice physique et une meilleure santé physique ainsi que mentale pour tous les citoyens.

\*47. Veuillez décrire le soutien que vous avez reçu de la communauté à l'égard de votre projet.

1. Club Optimiste de Hammond: John Rozon, Président
2. Paroisse St Mathieu: Abbé Joseph Lin Eveillard, 3130, ch. Gendron, BP 10, Hammond ON KOA 2A0
3. École élémentaire catholique Saint-Mathieu: Chantal Beaudry, Directrice, 3155, ch. Gendron
4. Résidence St-Mathieu: Nicole Normand, Directrice co-propriétaire, 3140, ch. Gendron
5. Abilities Centre Ottawa: Emily Glossop, présidente, (613) 222-3207
6. Valoris: Beverly Byrne Reitsma, Directrice de services
7. Francis Drouin, député fédéral, Glengarry-Prescott-Russell
8. Elsa Lalonde: Résidente en situation de handicap de la Cité de Clarence-Rockland
9. The Miracle League of Ottawa: Amy Lays, Vice-présidente

Voir les lettres d'appui en pièces-jointes.

\*48. Veuillez expliquer comment le projet proposé viendra accroître les possibilités offertes au groupe ciblé (c'est-à-dire les aînés dans le cas du programme Nouveaux Horizons pour les aînés et les personnes handicapées dans le cas du Fonds pour l'accessibilité) de participer aux activités et aux programmes de sa communauté et de s'y investir.

Les personnes en situation de handicap pourront participer pleinement à la vie communautaire sans faire face à de nombreuses barrières physiques. Ils pourront participer au sein de l'organisation des activités en tant que bénévoles, employés ou même participants. Aussi, une aire de jeux accessible est créatrice de liens sociaux et de liens familiaux. C'est un vecteur d'intégration en permettant à une personne en situation de handicap ou d'exclusion de se retrouver en situation d'égalité avec l'autre. L'aire accessible permettrait de créer des rapports intergénérationnels et sociaux. D'ailleurs, le jeu est indispensable au développement de l'enfant. En jouant, l'enfant apprend les codes sociaux. Par les différents types de jeux, l'enfant peut développer des compétences indispensables à sa vie d'adulte : apprendre à collaborer, à travailler en groupe, à communiquer, à innover, à apprendre à gérer ses émotions, attendre son tour, surmonter des situations difficiles, à négocier.

\*49. S'il y a lieu, veuillez expliquer en quoi le groupe cible (c'est-à-dire les aînés dans le cas du programme Nouveaux Horizons pour les aînés, et les personnes handicapées dans le cas du Fonds pour l'accessibilité) participera à la conception et à la réalisation du projet.

Groupe cible: personnes en situation de handicap

1. Elsa Lalonde - jeune femme en situation de handicap qui détient des études universitaires en sciences du loisir et service social et employé du Bureau de la condition des personnes handicapées du Canada. Responsable du projet, de la planification du plan, du financement et des collectes de fonds. 2. Anik Lalonde - mère d'une fille en situation de handicap et résidente de la communauté de Hammond. Responsable du projet, de la planification du plan, du financement et des collectes de fonds. 3. Jean-Luc Jubinville - gérant des installations récréatives et municipales de la Cité de Clarence-Rockland. Responsable du parc municipal, de l'exécution du projet, de l'inspection et conseiller sur les normes d'accessibilité de la Loi sur l'accessibilité pour les personnes handicapées de l'Ontario (LAPHO). 4. En consultation avec plusieurs organismes qui travaillent avec des personnes handicapées comme : Spinal Cord Injury Ontario, le département de récréologie du Centre de traitement pour enfants d'Ottawa, le département de récréologie du Centre de réhabilitation d'Ottawa et le comité organisateur du Sacha's Park - Where Everyone Can Play. Les fournisseurs approchés pour exécuter le plan ont plusieurs qualifications en accessibilité telles que : la licence Accessibility Awareness Certificat et Inclusive Playgrounds for All Ages and All Abilities.

\*50. Ce projet permettra-t-il à votre organisme d'offrir ou de présenter de nouvelles activités ou de nouveaux programmes? Le cas échéant, veuillez expliquer de quelle manière.

Ce projet permettra à la garderie municipale Saint-Mathieu, à la Résidences pour personnes âgées de Saint-Mathieu, à l'École élémentaire Saint-Mathieu, à la Cité Clarence-Rockland et aux autres membres de la communauté d'organiser des activités de groupe accessibles et sécuritaire. Présentement, ces organismes doivent aller dans d'autres communautés afin que tous leurs membres puissent participer, incluant ceux qui utilisent un aide à la mobilité. En rendant le parc Alphonse Carrière accessible, d'autres initiatives de projets pourront en découler tels que des jardins communautaires, etc.

\*51. Le projet proposé ou les activités qu'il comporte s'adressent-ils aux communautés de langue anglaise ou française en situation minoritaire?  Oui  Non

Dans l'affirmative, veuillez fournir une explication et des renseignements détaillés sur les mesures prises pour communiquer avec le groupe ciblé par le projet proposé.

Communautés de langue officielle en situation minoritaire: Étant une communauté en majorité francophone dans un environnement anglophone (Francophones hors Québec). Selon le profil de recensement mené par Statistique Canada en 2016, 63% des résidents de la Cité de Clarence-Rockland sont francophones. Toutes les affiches et enseignes du parc ainsi que tous communiqués aux citoyens sont bilingues, sans exception.

\*52. Est-ce que certaines activités du projet seront réalisées dans un endroit différent de celui où est situé votre organisme?  Oui  Non  
Si oui, veuillez inscrire l'adresse de l'endroit principal ainsi que chaque autre endroit où se dérouleront les activités de ce projet.

| Adresse principale          | Ville ou municipalité | Province ou territoire | Code postal |
|-----------------------------|-----------------------|------------------------|-------------|
| A.                          |                       |                        |             |
| Adresse des autres endroits | Ville ou municipalité | Province ou territoire | Code postal |
| B.                          |                       |                        |             |
| C.                          |                       |                        |             |
| D.                          |                       |                        |             |
| E.                          |                       |                        |             |

## SECTION B - Partie 3 - Financement

| A. SOURCES DE FINANCEMENT PRÉVUES  |                        |                             |  |                               |           |
|------------------------------------|------------------------|-----------------------------|--|-------------------------------|-----------|
| *53. Nom de la source              | *54. Type de la source | 55. Contributions en argent | 56. Contributions en nature (valeur en argent) | *57. Contributions confirmées |           |
|                                    |                        |                             |  | En argent                     | En nature |
| EDSC                               | EDSC                   | 85,816.70\$                 |  | Non                           |           |
| Cité de Clarence-Rockland          | Municipalité           | 16,208.99\$                 |  |                               | Oui       |
| Dons de la communauté              | Commerces & OSBL       | 30,000.00\$                 |  | Non                           |           |
|                                    |                        |                             |  |                               |           |
|                                    |                        |                             |  |                               |           |
|                                    |                        |                             |  |                               |           |
|                                    |                        |                             |  |                               |           |
|                                    |                        |                             |  |                               |           |
|                                    |                        |                             |  |                               |           |
| <b>Financement total du projet</b> |                        | 132,025.69\$                |  |                               |           |

| B. BUDGET                                 |                          |                                       |                                       |
|---|--------------------------|---------------------------------------|---------------------------------------|
| *58. Catégorie de coûts                   | Dépenses prévues (en \$) |                                       |                                       |
|   | *59. EDSC                | *60. Autres - Contributions en argent | *61. Autres - Contributions en nature |
| Préparation du site                       | 53,060.11\$              |                                       | 16,208.99\$                           |
| Achat des structures de jeu               | 20,402.60\$              | 19,000.00\$                           |                                       |
| Livraison du matériel                     | 5,650.00\$               | 0\$                                   |                                       |
| Installation des structures et inspection | 6,703.99\$               | 11,000.00\$                           |                                       |
|   |                          |                                       |                                       |
|   |                          |                                       |                                       |
|   |                          |                                       |                                       |
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|   |                          |                                       |                                       |
|   |                          |                                       |                                       |
|   |                          |                                       |                                       |
|   |                          |                                       |                                       |
| <b>Dépenses totales prévues</b>           | 85,835.79 \$             | 30,000.00\$                           | 16,209.99\$                           |

\*62. Immobilisations : Est-ce-que des immobilisations feront parties des dépenses prévues par le financement de EDSC?  Oui  Non

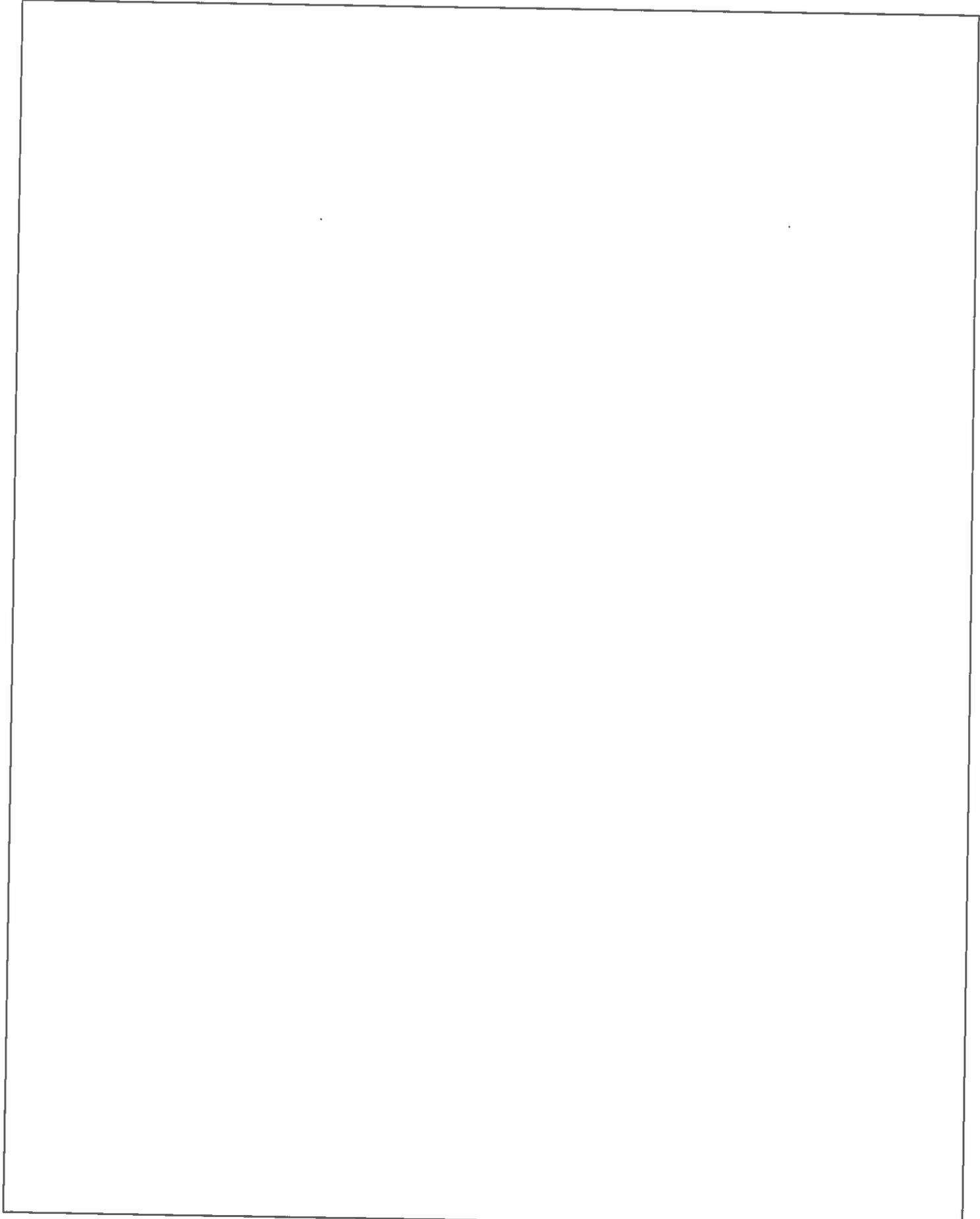
Si oui, veuillez expliquer pourquoi il est nécessaire d'acquérir des immobilisations pour réaliser les activités du projet.

\*63. Autres renseignements sur le budget :

Le comité organisateur lancera une campagne de financement à l'automne 2018 pour couvrir une portion des dépenses du projet de structures de jeu accessibles au parc Alphonse Carrière de la Cité de Clarence-Rockland. Les Services communautaires de la Cité de Clarence-Rockland s'engagent à déboursier les fonds manquants pour atteindre le 35% nécessaire pour financer le projet.

**SECTION B - Partie 4 - Informations additionnelles (Optionnel)****Informations additionnelles**

Instructions : Pour chaque bloc de texte inclus ci-dessous (s'il y a lieu), veuillez préciser la partie dont il constitue la suite.



## SECTION B - Partie 5 - Signatures

Pour que votre Demande de financement standardisée de subvention soit admissible au financement, elle doit être remplie et signée par les représentants officiels de l'organisme « bénéficiaire » qui détient la capacité et est autorisé à signer et soumettre cette demande de financement. La (les) personne (s) signant cette section certifie (nt) et atteste (nt) ce qui suit :

- a) J'atteste avoir la capacité et être autorisé à soumettre et à signer la présente Demande de financement au nom de l'organisme « bénéficiaire »;
- b) J'atteste qu'au meilleur de ma connaissance, les renseignements fournis dans la présente Demande de financement et les documents à l'appui sont vrais, exacts et complets.

Helen Collier

Directrice générale

Nom du signataire (en caractères d'imprimerie)

Titre (en caractères d'imprimerie)

*Helen Collier*

*2018-07-25*

Signature

Date (aaaa-mm-jj)

Rob Kehoe

Directeur des finances et dev. écono.

Nom du signataire (en caractères d'imprimerie)

Titre (en caractères d'imprimerie)

*Rob Kehoe*

*2018-07-25*

Signature

Date (aaaa-mm-jj)

Jean-Luc Jubinville

Directeur intérimaire des Services comm.

Nom du signataire (en caractères d'imprimerie)

Titre (en caractères d'imprimerie)

*Jean-Luc Jubinville*

*2018-07-25*

Signature

Date (aaaa-mm-jj)

## Modalités de l'Entente

### ENTRE

**Sa Majesté la Reine du chef du Canada**

**(ci-après « le Canada »), représentée par**

**le ministre de l'Emploi et du Développement social**

### ET

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**« Insérer le Nom de l'organisme »**

**(ci-après « le bénéficiaire »)**

**Ci-après appelés collectivement « les parties »**

Attendu que le bénéficiaire a demandé au Canada une aide financière pour la réalisation de son projet ;

Attendu que le Canada a déterminé que le bénéficiaire est admissible à une subvention dans le cadre du programme mentionné à l'Annexe A - Description du projet et signatures et que le projet répond par ailleurs aux critères d'admissibilité à un tel appui; et

Attendu que le Canada a convenu de verser une subvention au bénéficiaire pour aider celui-ci à réaliser le projet;;

En conséquence, les parties conviennent de ce qui suit :

#### **1.0 ENTENTE**

1.1 Les documents énumérés ci-dessous et toute modification qui pourrait y être apportée constituent l'intégralité de l'entente entre les parties relativement à son objet et, en cas de divergence, remplacent tout autre arrangement, entente, négociation et document accessoire, oral ou autre, entre le bénéficiaire et le Canada relativement à son objet :

- (a) Les présentes Modalités de l'entente de subvention;
- (b) Annexe A - Description du projet et signatures.

## **2.0 INTERPRÉTATION**

2.1 À moins que le contexte n'indique un sens différent, les expressions énumérées ci-dessous ont les significations suivantes aux fins de cette entente :

« **Dépenses admissibles** » s'entend des dépenses qui sont énumérées dans le budget du projet identifié à l'Annexe A - Description du projet et signatures;

« **Exercice financier** » s'entend de la période commençant le 1er avril d'une année civile et se terminant le 31 mars de l'année civile suivante;

« **Jours ouvrables** » signifie du lundi au vendredi, à l'exception des jours fériés;

« **Période de réalisation du projet** » s'entend de la période commençant à la date de début du projet et se terminant à la date de fin du projet indiquée à l'Annexe A - Description du projet et signatures;

« **Projet** » s'entend du projet décrit à l'Annexe A - Description du projet et signatures; et,

« **Subvention** » s'entend des fonds octroyés par le Canada dans le cadre de cette entente.

## **3.0 DATE D'ENTRÉE EN VIGUEUR ET DURÉE**

3.1 Cette entente entrera en vigueur à la date où elle sera signée par les parties et, sous réserve de l'article 3.2, expirera à la fin de la période de réalisation du projet réalisé à moins qu'elle ne soit résiliée à une date antérieure conformément aux termes de l'entente.

3.2 Malgré l'article 3.1, les droits et obligations des parties qui, de par leur nature, dépassent l'expiration ou la résiliation de cette entente survivront à ladite expiration ou résiliation.

## **4.0 OBJET DE LA SUBVENTION**

4.1 L'objet du financement accordé par le Canada aux termes de cette entente est d'appuyer la réalisation du projet par le bénéficiaire, celui-ci devant utiliser le financement à seule fin de payer les dépenses admissibles.

## **5.0 PAIEMENT DE LA SUBVENTION**

5.1 Le Canada versera au bénéficiaire une subvention d'un montant précisé à l'Annexe A - Description du projet et signatures. La subvention sera remise au bénéficiaire en versements conformément au mode de paiement énoncé à l'Annexe A - Description du projet et signatures.

## **6.0 AFFECTATION**

6.1 Tout paiement versé dans le cadre de cette entente est subordonné à l'affectation des fonds par le Parlement pour l'exercice financier durant lequel le paiement doit être versé.

## **7.0 RÉDUCTION OU RÉSILIATION DU FINANCEMENT**

7.1 Le Canada peut, sur préavis d'un minimum de quatre-vingt-dix (90) jours, réduire le financement prévu aux termes de cette entente ou résilier l'entente conformément à l'article 15.0 si :

- (a) le niveau de financement pour le programme désigné dans cette entente, pour tout exercice financier durant lequel un paiement doit être versé dans le cadre de cette entente, est réduit par suite d'une décision du gouvernement du Canada relative aux dépenses, ou
- (b) le Parlement réduit l'affectation des fonds à des subventions pour le programme désigné dans cette entente.

7.2 Si le bénéficiaire juge que la réduction du financement, suivant un préavis du Canada donnée en vertu de l'article 7.1 l'empêchera de réaliser le projet à sa convenance, le bénéficiaire peut résilier l'entente après avoir émis un préavis d'au moins 30 jours au Canada.

## **8.0 DÉCLARATIONS DU BÉNÉFICIAIRE**

### **8.1 Le bénéficiaire**

- (a) déclare qu'il a fourni au Canada une liste véridique et exacte de tout montant dû au gouvernement du Canada en vertu des lois ou d'ententes de financement et qui était en souffrance et arriéré au moment de la demande de financement du bénéficiaire dans le cadre du programme nommé dans cette entente;
- (b) convient de déclarer tout montant dû au gouvernement du Canada en vertu des lois ou d'ententes de financement et qui est devenu en souffrance et arriéré depuis la date de sa demande de financement;
- (c) reconnaît que le Canada peut recouvrer tout montant dû au gouvernement du Canada dont il est fait mention à l'alinéa (a) ou (b) en déduisant un tel montant de toute somme due ou payable au bénéficiaire aux termes de cette entente, ou en se compensant à même cette somme; et
- (d) déclare utiliser un processus équitable, responsable et transparent lors de l'achat de biens et/ou services dans le cadre du projet.

8.2 Le bénéficiaire déclare que toute personne ayant fait du lobbying pour son compte pour obtenir la subvention qui fait l'objet de cette entente agissait, au moment du lobbying, en conformité avec les dispositions de la *Loi sur le lobbying (L.R.C. (1985), ch. 44 (4e suppl.))*, et ses amendements, et qu'une telle personne à laquelle ladite loi s'applique n'a reçu ni ne recevra du bénéficiaire, directement ou indirectement, aucun paiement conditionnel en tout ou en partie à la conclusion de cette entente.

## **9.0 DOSSIERS DU PROJET**

9.1 Le bénéficiaire doit tenir en bonne et due forme des livres et dossiers documentant la subvention reçue et toute dépense reliée au projet faite à même la subvention.

9.2 Le bénéficiaire doit conserver les livres et dossiers mentionnés à l'article 9.1 pour une période de trois (3) ans suivant la période de réalisation du projet.

9.3 Pendant la période de réalisation du projet ainsi que la période visée à l'article 9.2, le bénéficiaire donnera, sur demande et dans un délai raisonnable, accès aux représentants du Canada à ses fichiers, livres et dossiers relatifs au projet aux fins de vérifier l'utilisation de la subvention et la conformité avec les termes et conditions de cette entente. Le bénéficiaire permettra aux représentants du Canada de prendre des copies et extraits desdits livres et dossiers. Le bénéficiaire fournira aussi au Canada tout renseignement supplémentaire que le Canada pourrait exiger au regard de ces livres et dossiers.

## **10.0 DEMANDE DU VÉRIFICATEUR GÉNÉRAL DU CANADA**

10.1 Si, pendant la période de réalisation du projet ou pendant la période visée à l'article 9.2, le Vérificateur général du Canada, dans le cadre d'une enquête conduite en vertu du paragraphe 7.1(1) de la *Loi sur le vérificateur général (L.R.C. (1985), ch. A-17)*, demande au bénéficiaire de lui fournir quelque dossier, document ou autre renseignement que ce soit relatif à l'utilisation du financement versé dans le cadre de cette entente, celui-ci doit le fournir dans le délai raisonnable pouvant être requis par écrit par le Vérificateur général du Canada. [non applicable à une municipalité ou à un autre Bénéficiaire exclu de son application en vertu de la loi]

## **11.0 RAPPORTS**

11.2 Dans les trente (30) jours suivant la fin de la période de réalisation du projet, le bénéficiaire doit remettre au Canada un rapport final complet et satisfaisant pour le Canada décrivant sommairement les résultats du projet.

## **12.0 ADMISSIBILITÉ CONTINUE**

12.1 Le bénéficiaire doit, pendant la période de réalisation du projet, continuer de répondre aux critères d'admissibilité du programme désigné dans cette entente qui étaient en vigueur au moment de la signature de la présente entente. Ainsi, le bénéficiaire convient d'aviser le Canada immédiatement si un changement à son statut ou un changement touchant les activités du projet fait en sorte qu'il ne répond plus aux critères d'admissibilité du programme en vigueur lors de la signature de la présente entente.

## **13.0 ÉVALUATION**

13.1 Le bénéficiaire reconnaît que le Canada est responsable de l'évaluation du programme nommé dans cette entente. Le bénéficiaire accepte de coopérer avec le Canada en assurant l'accès aux informations nécessaires à cette fin et ce pour tout la durée de la période de réalisation du projet ainsi que pour les trois (3) années subséquentes.

## **14.0 RÉSILIATION DE L'ENTENTE**

### ***Résiliation pour manquement***

14.1 (1) Les situations suivantes constituent des cas de manquement :

- (a) le bénéficiaire fait faillite, reçoit une ordonnance de séquestre, fait une cession au profit de créanciers, se prévaut d'une loi sur les débiteurs en faillite ou insolvable ou une ordonnance est rendue ou une résolution est adoptée pour la liquidation du bénéficiaire [alinéa 14.1(1)(a) non applicable à une municipalité ou à une commission scolaire];
- (b) le bénéficiaire cesse ses opérations [alinéa 14.1(1)(b) non applicable à une municipalité ou à une commission scolaire];
- (c) le bénéficiaire manque, ou fait défaut de se conformer, à l'une ou l'autre de ses obligations aux termes de cette entente;
- (d) le bénéficiaire, relativement à cette entente, a fait des déclarations ou représentations substantiellement fausses ou trompeuses au Canada ou lui a fourni des renseignements substantiellement faux ou trompeurs; ou
- (e) de l'avis du Canada, le risque lié à la capacité du bénéficiaire de mener à bien le projet a changé de façon substantielle et défavorable.

(2) Si :

- (a) un cas de défaut décrit aux alinéas (1)(a) ou (b) se produit [alinéa 14.1(1)(b) non applicable à une municipalité ou à une commission scolaire]; ou
- (b) un cas de défaut décrit aux alinéas (1)(c), (d) ou (e) se produit, que le Canada donne au bénéficiaire un avis écrit l'informant qu'il doit dans un délai d'au moins trente (30) jours remédier au défaut ou mettre en place un plan de redressement satisfaisant pour le Canada, et qu'au terme de ce délai le bénéficiaire n'a pas rempli cette exigence.

le Canada peut résilier immédiatement l'entente par avis écrit. À compter de cette date, le Canada n'a plus d'obligation de verser quelque partie non encore versée de la subvention prévue à l'entente.

(3) Durant le délais prévu à l'alinéa 14.1(2)(b) le Canada peut suspendre tout versement prévu dans le cadre de cette entente.

(4) Le fait que le Canada s'abstienne de recourir à une mesure prévue à cette entente ne doit pas être considéré comme une renonciation à ce droit et, de plus, l'exercice intégral, partiel ou limité d'un droit qui lui est conféré n'empêchera en aucun cas le Canada d'exercer simultanément ou ultérieurement tout autre droit ou d'appliquer toute autre mesure prévue à l'entente ou de toute loi applicable.

14.2 L'une ou l'autre des parties peut aussi résilier cette entente en tout temps sans motif sur préavis écrit d'au moins quatre-vingt-dix (90) jours de l'intention de résiliation.

## **15.0 EXIGENCES EN MATIÈRE DE REMBOURSEMENT**

15.1 (1) Lorsqu'un avis écrit est fourni par l'une ou l'autre des parties en application de l'article 7 ou 14 :

- (a) le bénéficiaire ne doit plus prendre de nouvel engagement relié au projet pouvant générer des dépenses admissibles et doit annuler tout engagement en cours pouvant en générer ou, à défaut, réduire dans la mesure du possible le montant de telles dépenses pouvant découler dudit engagement, et
- (b) toutes les dépenses admissibles engagées par le bénéficiaire jusqu'à la date de la résiliation seront payées par le Canada, y compris les coûts, directs et accessoires, de l'annulation d'obligations du bénéficiaire nécessité par la résiliation de l'entente; un paiement ou un remboursement sera effectué en vertu de cet alinéa uniquement s'il a été démontré, à la satisfaction du Canada, que le bénéficiaire a réellement engagé ces dépenses et qu'elles sont raisonnables et attribuables à la résiliation de l'entente.

(2) Si cette entente est résiliée par le bénéficiaire conformément à l'article 14.2, ce dernier devra rembourser au Canada les fonds de subvention non utilisés en sa possession ou sous son contrôle dans un délai de trente (30) jours.

15.2 Nonobstant l'article 15.1, si cette entente est résiliée par le Canada conformément à l'article 14.1 parce que le bénéficiaire a utilisé la subvention à une fin ou pour effectuer des dépenses non conformes à cette entente, le Canada peut, en plus d'exercer tout droit qui lui est conféré par cette entente ou dont il dispose en droit ou équité, exiger du bénéficiaire le remboursement des fonds de subvention utilisés par le bénéficiaire à des fins autres que de réaliser le projet ou affectées à des coûts autres que des dépenses admissibles.

15.3 Si le Canada exige le remboursement de tout ou une partie de la subvention conformément à l'article 15.1 ou l'article 15.2, le montant exigé est réputé une créance exigible par le Canada et le bénéficiaire doit payer le montant au Canada immédiatement à moins que le Canada n'indique autrement.

15.4 Des intérêts seront payables sur les remboursements dus dans le cadre de cette entente et en souffrance, conformément au *Règlement sur les intérêts et les frais administratifs (DORS /96-188)*, (le « règlement ») établi conformément à la *Loi sur la gestion des finances publiques (L.R.C. (1985), ch. F-11)*. Les intérêts sont composés et calculés mensuellement au « taux d'escompte moyen », au sens du règlement, majoré de trois pour cent (3%), à compter de la date d'échéance indiquée dans l'avis de remboursement et jusqu'à la journée qui précède la date de réception du paiement par le Canada.

## **16.0 INDEMNISATION**

16.1 Le bénéficiaire doit, à la fois pendant et après la période de réalisation du projet, tenir le Canada indemne et à couvert des réclamations, pertes, dommages, coûts, dépenses et autres mesures prises, soutenues, en instance ou menacées d'être présentées en justice, de quelque façon que ce soit, et qui sont attribuable à une blessure ou au décès d'une personne, ou à une perte ou un dommage à la propriété causé ou présumé causé par un geste délibéré ou négligent, une omission ou un délai de la part du bénéficiaire ou de ses employés ou agents relativement à quoi que ce soit qui doit être fourni ou réalisé par le bénéficiaire dans le cadre de cette entente, présumément ou obligatoirement, ou qui doit être autrement fait dans le cadre de la réalisation du projet. Il est entendu que le Canada ne saurait réclamer une indemnité en vertu du présent article en cas d'accident, pertes ou dommages causés par lui ou ses employés.

## **17.0 RELATIONS ENTRE LES PARTIES ET NON-RESPONSABILITÉ DU CANADA**

17.1 La gestion et la supervision du projet sont l'unique et entière responsabilité du bénéficiaire. Le bénéficiaire n'est d'aucune façon autorisé à faire une promesse ou conclure une entente ou un contrat au nom du Canada. Cette entente ne vise que le financement, et ne constitue pas un contrat aux fins d'obtention de services ou un contrat de service ou d'emploi. Les responsabilités du Canada se limitent à fournir au bénéficiaire une aide financière pour soutenir le projet. Les parties aux présentes déclarent que rien dans cette entente ne vise à établir un partenariat, une relation employeur-employé ou une relation de mandataire entre elles. Le bénéficiaire ne doit pas se présenter comme un agent, employé ou partenaire du Canada.

17.2 Rien dans cette entente ne crée un engagement ou une obligation de la part du Canada à l'égard d'un financement supplémentaire ou futur du projet au-delà de la période de réalisation du projet, ou qui dépasse le montant du financement du Canada prévu à la l'entente. Le Canada ne sera responsable d'aucun emprunt, contrat de location-acquisition, ou autre obligation à long terme que le bénéficiaire peut encourir dans l'exercice de ses responsabilités dans le cadre de cette entente, ni d'aucune obligation encourue par le bénéficiaire envers une autre partie relativement au projet.

## **18.0 CONFLIT D'INTÉRÊTS**

18.1 Aucun titulaire de charge publique ou fonctionnaire, ancien ou actuel, visé par la *Loi sur les conflits d'intérêts (L.C. 2006, ch. 9, art. 2)*, la *Politique sur les conflits d'intérêts et l'après-mandat* ou le *Code de valeurs et d'éthique du secteur public* ne peut bénéficier d'un avantage direct découlant de l'entente, à moins que la fourniture ou la réception d'un tel avantage se fasse en conformité avec cette loi et ces codes.

18.2 Aucun membre du Sénat ou de la Chambre des communes ne peut être partie à cette entente, en tout ou en partie, ni en tirer quelque avantage qui en découle d'une façon qui diffère de ce à quoi le grand public a accès.

## **19.0 ANNONCES ET RECONNAISSANCE DU FINANCEMENT FÉDÉRAL**

19.1 Le bénéficiaire accorde au Canada soixante (60) jours à compter de la date de la signature de l'entente pour faire l'annonce du projet. Les parties collaboreront pour la première annonce concernant le financement du projet, y compris toutes activités de communication, événement ou cérémonie officielle devant servir à la promotion du projet. Le moment, le lieu et l'ordre du jour de telles activités doivent convenir au Canada.

19.2 Afin de permettre une participation du Canada lors d'activités de communications subséquentes concernant le projet; le bénéficiaire informera le Canada au plus tard vingt (20) jours de calendrier précédant une telle activité de communications.

19.3 Le bénéficiaire veillera à ce que toute publication, annonce publicitaire et communication (incluant sur les médias sociaux ou sur les sites Web) concernant le projet, comporte une reconnaissance de la contribution du Canada, et ce, à la satisfaction du Canada.

## **20.0 ACCÈS À L'INFORMATION**

20.1 Le bénéficiaire reconnaît que le Canada est soumis à la *Loi sur l'accès à l'information (L.R.C. (1985), ch. A-1)*, et que les renseignements obtenus par le Canada relatif à cette entente peuvent être divulgués au public sur demande en vertu de ladite loi.

**21.0 DIVULGATION PROACTIVE**

21.1 Le bénéficiaire reconnaît que son nom, le montant du financement du Canada et la nature générale du projet peuvent être rendus publics par le Canada conformément à l'engagement du gouvernement du Canada à divulguer de manière proactive, l'octroi de subventions et de contributions.

**22.0 AVIS**

22.1 Tout avis à transmettre et tout rapport, renseignement, correspondance et autre document à fournir par l'une ou l'autre des parties dans le cadre de cette entente le seront par livraison personnelle, courrier, service de messagerie, télécopie ou courriel, à l'adresse postale, au numéro de télécopieur ou à l'adresse courriel, selon le cas, de la partie destinataire. En cas de changement d'adresse postale, de numéro de télécopieur, d'adresse courriel ou de contact, la partie concernée doit en aviser l'autre partie par écrit aussitôt que possible.

22.2 Les avis, rapports, renseignements, correspondances et autres documents livrés en personne ou par messagerie sont réputés reçus sur livraison ou, s'ils sont envoyés par courrier, cinq (5) jours ouvrables après la date d'envoi ou, dans le cas d'avis et de documents envoyés par télécopie ou courriel, un (1) jour ouvrable après l'envoi.

**23.0 CESSION DE L'ENTENTE**

23.1 Le bénéficiaire ne peut céder cette entente, en tout ou en partie, sans le consentement écrit préalable du Canada.

**24.0 SUCESSEURS ET CESSIONNAIRES**

24.1 Cette entente lie les parties, leurs successeurs et cessionnaires respectifs.

**25.0 CONFORMITÉ AVEC LES LOIS**

25.1 Cette entente sera gouvernée et interprétée conformément aux lois applicables dans la province ou le territoire où le projet sera exécuté. Les parties conviennent que les tribunaux de la province ou du territoire où le projet sera exécuté sont compétents pour entendre tout litige découlant de la présente entente.

25.2 Le bénéficiaire doit réaliser le projet en conformité avec l'ensemble des lois et règlements applicables, notamment en matière environnementale, en matière de confidentialité et en matière de protection des renseignements personnels. Le bénéficiaire doit obtenir, avant le début du projet, tous les permis, licences, consentements et autres autorisations nécessaires à sa réalisation.

**26.0 MODIFICATION**

26.1 Cette entente peut être modifiée, en tout respect des lois applicables, par consentement mutuel des parties. Toute modification à cette entente n'est valide que si elle est écrite et qu'elle est signée par les parties.

**27.0 ASSOCIATION NON CONSTITUÉE EN PERSONNE MORALE**

27.1 Si le bénéficiaire est une association non constituée en personne morale, les personnes qui signent cette entente au nom du bénéficiaire comprennent et conviennent que, en plus de signer cette entente en leur capacité de représentant pour le compte du bénéficiaire, elles sont personnellement, conjointement et solidairement responsables des obligations du bénéficiaire dans le cadre de cette entente, y compris du paiement de toute dette susceptible d'être due au Canada dans le cadre de cette entente.

**28.0 COMMUNICATION AVEC LE PUBLIC**

28.1 Le bénéficiaire sera tenu de définir clairement la clientèle du projet et de prendre les mesures appropriées pour communiquer avec le public visé.

**29.0 ACCORD SANS PRÉJUDICE [clause applicable au Québec seulement]**

29.1 Cette entente est sans préjudice des discussions entre le gouvernement du Québec et le Canada en vue de nouvelles ententes-types pour l'application de la Loi sur le ministère du Conseil exécutif (RLRQ, chapitre M-30) aux accords de financement liés aux programmes du ministère de l'Emploi et du Développement social.

**Annexe A - Description du projet et signatures. (à être complété par EDSC)**

Numéro de dossier du Système commun pour les subventions et contributions (SCSC) : \_\_\_\_\_

Titre du projet : \_\_\_\_\_

Nom du programme : \_\_\_\_\_

Cette demande est :  Approuvée  Rejetée

Montant de subvention :

Montant demandé : \_\_\_\_\_ \$ Montant approuvé : \_\_\_\_\_ \$

Description du projet et ajustements au budget :

Activité :

Budget :

Autres conditions :

Période de réalisation du projet :

De : \_\_\_\_\_ À : \_\_\_\_\_

Mode de paiement :

Nombre de versements : \_\_\_\_\_ Montant du (des) versement(s) : \_\_\_\_\_ \$

Date des versement(s) : \_\_\_\_\_

Date d'approbation : \_\_\_\_\_

Signature du Délégué d'autorité du Canada au nom du ministre de l'Emploi et du Développement social

\_\_\_\_\_  
CANADA

**POUR LE BÉNÉFICIAIRE : (à être complété par le bénéficiaire)**

- a) J'atteste avoir la capacité et être autorisé à signer les Modalités de l'entente de subvention au nom de l'organisme « bénéficiaire »; et
- b) J'ai lu, je comprends et je suis en accord avec les Modalités de l'entente de subvention et je suis d'accord qu'une fois approuvées et signées par les parties, les présentes modalités entreront immédiatement en vigueur et constitueront une entente de subvention ayant force de loi.

Helen Collier

Directrice générale

Nom du signataire (en caractères d'imprimerie)

Titre (en caractères d'imprimerie)

Signature

Date (aaaa-mm-jj)

Rob Kehoe

Directeur des finances et dév. écono.

Nom du signataire (en caractères d'imprimerie)

Titre (en caractères d'imprimerie)

Signature

Date (aaaa-mm-jj)

Jean-Luc Jubinville

Directeur intérimaire des Services comm.

Nom du signataire (en caractères d'imprimerie)

Titre (en caractères d'imprimerie)

Signature

Date (aaaa-mm-jj)



# Au parc Alphonse Carrière, tout le monde joue

## Lettre de soutien communautaire

{ 07/06/2018 }

Cité Clarence-Rockland Township  
1560 rue Laurier  
Rockland ON  
K4K 1P7

À qui de droit,

Objet : Demande de soutien communautaire pour la demande de Fonds pour l'accessibilité

Le réaménagement du terrain de jeu au Parc Alphonse Carrière est nécessaire afin de mieux répondre à l'accessibilité de certains enfants résidants à Hammond-Cheney et pour desservir d'autres résidents des communautés environnantes.

Présentement, les adultes et enfants de la communauté ayant un handicap, une déficience ou une limitation font face à d'importants obstacles d'accessibilité, d'intégration et de pleine participation. Par exemple, il n'y a pas de surface rigide permettant aux citoyens de se déplacer en fauteuil roulant, à l'aide d'une marchette ou autres de façon indépendante et sécuritaire. De plus, la structure de jeux n'est pas équipée d'une station de transfert, d'une rampe d'accès, de balançoires accessibles, de stations de jeux interactifs ou de panneaux accessibles.

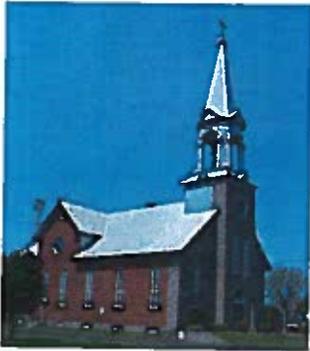
On le sait tous comment il est important dès la petite enfance qu'ils puissent s'épanouir socialement et physiquement. Quand les enfants avec et sans handicap jouent ensemble, ils apprennent à résoudre des conflits, à respecter les différences, à partager, à développer des valeurs et à construire des relations avec leurs pairs. L'exercice favorise également la santé mentale et physique et réduit le risque de plus de 25 problèmes de santé. Selon Le bulletin 2018 de l'activité physique chez les jeunes de participaACTION, les organismes gouvernementaux doivent augmenter le financement des espaces de jeu intérieur et extérieurs inclusifs.

Pour ces nombreuses raisons, des améliorations devraient être apportées au terrain de jeu du Parc Alphonse Carrière afin de rendre les activités accessibles à tous les enfants et un environnement accessible à tous les adultes et aux personnes âgées de notre communauté.

Je, John Rozon, Président du Club Optimiste est donc heureux d'offrir mon soutien à la Cité Clarence-Rockland pour une demande de financement Fonds pour l'accessibilité offert par le gouvernement fédéral. Je/Nous avons été sensibilisés ... et reconnaissons l'importance d'apporter des changements en matière d'accessibilité au terrain de jeu du Parc Alphonse Carrière à Hammond.

Sincèrement,

*John Rozon*  
*Président 2017-2018*  
*Club Optimiste de Hammond*



Paroisse St Mathieu  
 3130 Chemin Gendron B.P. 10  
 Hammond Ontario K0A 2A0  
 Tél. : 613 487-2338  
 Courriel : [paroissestmathieu1912@gmail.com](mailto:paroissestmathieu1912@gmail.com)  
[www.paroissestmathieu.ca](http://www.paroissestmathieu.ca)

Le 5 juillet 2018

Cité Clarence-Rockland Township  
 1560 rue Laurier  
 Rockland ON  
 K4K 1P7

Monsieur ou Madame,

Objet : Demande de soutien communautaire pour la demande de Fonds pour l'accessibilité

Le réaménagement du terrain de jeu au Parc Alphonse Carrière est nécessaire afin de mieux répondre à l'accessibilité de certains enfants résidant à Hammond-Cheney et pour desservir d'autres résidents des communautés environnantes.

Présentement, les adultes et enfants de la communauté ayant un handicap, une déficience ou une limitation font face à d'importants obstacles d'accessibilité, d'intégration et de pleine participation. Par exemple, il n'y a pas de surface rigide permettant aux citoyens de se déplacer en fauteuil roulant, à l'aide d'une marchette ou autres de façon indépendante et sécuritaire. De plus, la structure de jeux n'est pas équipée d'une station de transfert, d'une rampe d'accès, de balançoires accessibles, de stations de jeux interactifs ou de panneaux accessibles.

On le sait tous comment il est important dès la petite enfance que chaque enfant puisse s'épanouir socialement et physiquement. Quand les enfants avec et sans handicap jouent ensemble, ils apprennent à résoudre des conflits, à respecter les différences, à partager, à développer des valeurs et à construire des relations avec leurs pairs. L'exercice favorise également la santé mentale et physique et réduit le risque de plus de 25 problèmes de santé. Selon Le bulletin 2018 de l'activité physique chez les jeunes de participaACTION, les organismes gouvernementaux doivent augmenter le financement des espaces de jeu intérieur et extérieurs inclusifs.

Pour ces nombreuses raisons, des améliorations devraient être apportées au terrain de jeu du Parc Alphonse Carrière afin de rendre les activités accessibles à tous les enfants et un environnement accessible à tous les adultes et aux personnes âgées de notre communauté.

Je, prêtre de la paroisse St Mathieu de Hammond, suis donc heureux d'offrir mon soutien à la Cité Clarence-Rockland pour une demande de financement Fonds pour l'accessibilité offert par le gouvernement fédéral. J'ai été sensibilisé et reconnais l'importance d'apporter des changements en matière d'accessibilité au terrain de jeu du Parc Alphonse Carrière à Hammond. En tant que représentant de l'église, je reconnais que nous sommes créés égaux et nous avons tous droit à part égale aux services offerts dans notre communauté.

Veillez agréer l'expression de mes sentiments distingués,



Abbé Joseph Lin Eveillard

Prêtre de la paroisse St Mathieu de Hammond



Chantal Beaudry, directrice

**École élémentaire catholique Saint-Mathieu**

3155, chemin Gendron, Hammond (Ontario) K0A 2A0

Téléphone : 613 487-2404 | Télécopieur : 613 487-2169 | Courriel : [saint-mathieu@csdceo.org](mailto:saint-mathieu@csdceo.org)

le jeudi 4 juillet 2018

Cité Clarence-Rockland Township

1560 rue Laurier

Rockland ON

K4K 1P7

Monsieur, Madame,

Cette lettre a pour but de soutenir la demande de financement pour fonds d'accessibilité qui permettrait de réaménager le terrain de jeu du Parc Alphonse Carrière.

La communauté scolaire de l'École élémentaire catholique Saint-Mathieu utilise les installations du parc à différents moments tout au long de l'année. Le personnel favorise le développement physique, social et personnel des élèves en créant des activités variées qui contribuent à leur développement optimal. De plus, les élèves apprécient grandement participer à des activités offertes par les organismes communautaires au Parc Alphonse Carrière qui est au coeur de notre beau village. De plus en plus, l'école, la paroisse, la résidence ainsi que les organismes à but non lucratif collaborent étroitement pour maintenir notre communauté vivante et active. Il va sans dire que tous pourraient profiter des améliorations apportées au Parc Alphonse Carrière afin de le rendre accessible à tous les citoyens. En ajoutant des jeux accessibles aux enfants à mobilité réduite, toute la communauté scolaire en tirerait profit.

Je suis heureuse d'offrir mon soutien à la Cité Clarence-Rockland pour une demande de financement Fonds pour l'accessibilité offert par le gouvernement fédéral. Au fil des ans, l'équipe scolaire de Saint-Mathieu a été sensibilisée aux besoins variés des élèves et elle reconnaît l'importance que les installations du parc Alphonse Carrière soient accessibles à tous, incluant les personnes de notre communauté et de notre école. Ceci dit, ce projet permettrait de maximiser l'utilisation du parc par toute la communauté incluant les élèves à mobilité réduite de notre école qui ne peuvent pas en profiter pleinement en ce moment.

Je vous remercie de l'attention portée à ce projet. Veuillez recevoir, Monsieur, Madame, mes salutations les meilleures.

Chantal Beaudry  
Directrice



res\_st\_mathieu@hotmail.com

*www.ResidenceStMathieu.com*

Au parc Alphonse Carrière, tout le monde joue  
Lettre de soutien communautaire

Le 6 juillet 2018

Cité Clarence-Rockland Township  
1560 rue Laurier  
Rockland ON  
K4K 1P7

**Objet : Soutien communautaire pour la demande de financement pour le Fonds pour l'accessibilité**

Monsieur, Madame,

Cette lettre a pour but de vous informer que La direction de la Résidence St-Mathieu de Hammond supporte entièrement le projet de réaménagement accessible pour tous du parc communautaire Alphonse Carrière à Hammond.

Présentement, la résidence ne peut pas profiter du Parc communautaire puisque plusieurs résidents ont une mobilité réduite et nécessitent une marchette ou encore un fauteuil roulant pour leur déplacement et il n'y a pas de sentier accessible, pas de table accessible, etc. Le parc n'est simplement pas conçu pour des personnes ayant un handicap.

Grâce à cette magnifique initiative, les personnes âgées avec mobilité réduite de la résidence pourront se rendre avec leurs familles lors d'événements communautaires, prendre des marches santé et même aller regarder leurs petits enfants s'amuser.

De plus, à la suite du réaménagement, la Résidence St-Mathieu pourrait planifier et organiser des activités de plein air au Parc communautaire adjacent. Ceci permettrait également à plusieurs résidents d'avoir plus d'occasions de socialiser avec d'autres membres de la communauté.

Nous espérons voir ce projet prendre forme dans un temps rapproché.

Si vous avez besoin d'informations supplémentaires, veuillez communiquer avec moi au 613-487-9422 ou par courriel [res\\_st\\_mathieu@hotmail.com](mailto:res_st_mathieu@hotmail.com), merci.

Sincèrement,

A handwritten signature in black ink, appearing to read 'N. Normand', with a long horizontal flourish extending to the right.

Nicole Normand  
Directrice Co-Propriétaire  
Résidence St-Mathieu



July 17, 2018

Re: Community Support for the Clarence-Rockland Township Enabling Accessibility Fund Application

To Whom It May Concern,

The Abilities Centre Ottawa is pleased to offer our support to the Clarence-Rockland Township in their application for funding for the Enabling Accessibility Fund. We recognize the importance of building a country that is accessible for all and feel that the retrofitting of the Alphonse Carrière playground in Hammond, Ontario, will leave a lasting legacy of improved accessibility and awareness in the community.

More than ever before, health professionals, employers and community leaders know that it is essential to create and promote healthy lifestyles and recreational opportunities for all people, those with and without disabilities. Ultimately, all of us will experience activity limitations at some point during our lives whether by injuries, neurological disorder, genetic inheritance or aging. The Abilities Centre Ottawa (ACO) is a federally incorporated not-for-profit organization dedicated to meeting the needs of all individuals and families interested in recreation, sport, drama, dance and active living.

Significantly, approximately 15.4% of residents in the National Capital Region are living with a disability. There is a pressing demand to address the needs of this increasing proportion of the population and promote healthy living for all members of the community. According to the *2018 ParticipACTION Report Card on Physical Activity for Children and Youth*, we need to work together to increase opportunities for healthy active living for all children and youth and we need to ensure the availability of inclusive indoor and outdoor play spaces and equipment. Through its activities and programs, the ACO aims to help fill this need, but we cannot do it alone.

As the Chairperson of Abilities Centre Ottawa, I am encouraged to think that we might now be able to look forward to expanding the vision of our work together with communities within the City of Ottawa and beyond to other communities like the City of Clarence-Rockland. Already we know that our intention to build Canada's second Abilities Centre designed to welcome people of all ages and all abilities to play, work, compete, and learn together provides tremendous opportunities to enhance the impact of other similar projects with a focus on accessibility and inclusion.

Currently, community members with disabilities face significant barriers to accessibility, integration and full participation when accessing any playground or park in the Clarence-Rockland Township. The retrofitting of the Alphonse Carrière playground is necessary for children living in the community to promote the development of important physical, social and emotional skills that could have life-long benefits. At the same time, we recognize the importance of accessible play spaces for families/parents/grandparents who have a disability. We believe the Alphonse Carrière playground should be retrofitted to offer a range of accessible play equipment and activities that allow all children and their families the opportunity to engage together in healthy active living.

The Abilities Centre Ottawa is pleased to support the Clarence-Rockland Township's application to the Enabling Accessibility Fund.

Yours sincerely,

A handwritten signature in black ink that reads "Emily Glossop". The signature is written in a cursive, flowing style.

Emily Glossop  
Chairperson, Abilities Centre Ottawa  
[abilitiescentreottawa@gmail.com](mailto:abilitiescentreottawa@gmail.com)  
(613) 222-3207



Le 13 juillet 2018

Cité Clarence-Rockland Township  
1560 rue Laurier  
Rockland ON  
K4K 1P7

Objet : Au parc Alphonse Carrière, tout le monde joue  
Soutien communautaire pour la demande de fonds pour l'accessibilité

Madame,  
Monsieur,

Le réaménagement du terrain de jeu au Parc Alphonse Carrière est nécessaire afin de mieux répondre à l'accessibilité de certains enfants résidant à Hammond-Cheney et pour desservir d'autres résidents des communautés environnantes.

Présentement, les adultes et enfants de la communauté ayant un handicap, une déficience ou une limitation font face à d'importants obstacles d'accessibilité, d'intégration et de pleine participation. Par exemple, il n'y a pas de surface rigide permettant aux citoyens de se déplacer en fauteuil roulant, à l'aide d'une marchette ou autres de façon indépendante et sécuritaire. De plus, la structure de jeux n'est pas équipée d'une station de transfert, d'une rampe d'accès, de balançoires accessibles, de stations de jeux interactifs ou de panneaux accessibles.

On sait tous comment il est important dès la petite enfance qu'ils puissent s'épanouir socialement et physiquement. Quand les enfants avec et sans handicap jouent ensemble, ils apprennent à résoudre des conflits, à respecter les différences, à partager, à développer des valeurs et à construire des relations avec leurs pairs. L'exercice favorise également la santé mentale et physique et réduit le risque de plus de 25 problèmes de santé. Selon Le bulletin 2018 de l'activité physique chez les jeunes de participACTION, les organismes gouvernementaux doivent augmenter le financement des espaces de jeu intérieurs et extérieurs inclusifs.

Cité Clarence-Rockland  
Le 13 juillet 2018

Pour ces nombreuses raisons, des améliorations devraient être apportées au terrain de jeu du Parc Alphonse Carrière afin de rendre les activités accessibles à tous les enfants et un environnement accessible à tous les adultes et aux personnes âgées de notre communauté.

Je suis donc heureuse d'offrir mon soutien à la Cité Clarence-Rockland pour une demande de financement Fonds pour l'accessibilité offert par le gouvernement fédéral. Valoris a été sensibilisé et nous reconnaissons l'importance d'apporter des changements en matière d'accessibilité au terrain de jeu du Parc Alphonse Carrière à Hammond.

Sincèrement,



Beverly Byrne Reitsma  
Directrice de services

/el

*Ottawa*

Pièce 1270, Édifice de la Bravoure  
 Ottawa (Ontario) K1A 0A6  
 Tél. : 613-992-0490  
 Téléc. : 613-996-9123



CHAMBRE DES COMMUNES  
 HOUSE OF COMMONS  
 CANADA

*Ottawa*

Room 1270, The Valour Building  
 Ottawa, Ontario K1A 0A6  
 Tel.: 613-992-0490  
 Fax.: 613-996-9123

*Francis Drouin*  
 Député / Member of Parliament  
 Glengarry – Prescott – Russell

L'hon. Kirsty Duncan  
 Ministre des Sciences et ministre des Sports et des Personnes handicapées  
 Chambre des communes  
 Ottawa (Ontario)  
 K1A 0A6

Le lundi 9 juillet 2018

Chère ministre Duncan,

À titre de député fédéral de Glengarry-Prescott-Russell, j'appuie avec enthousiasme la demande de la Cité de Clarence-Rockland concernant le financement *Fonds pour l'accessibilité pour la composante des projets de petite envergure sous le volet d'accessibilité dans nos collectivités* offert par le gouvernement fédéral.

Cette demande a pour but d'apporter des changements en matière d'accessibilité au terrain de jeu du Parc Alphonse Carrière à Hammond. Le réaménagement du terrain de jeu au Parc Alphonse Carrière est nécessaire afin de mieux répondre à l'accessibilité de certains enfants résidants à Hammond-Cheney et pour desservir d'autres résidents des communautés environnantes.

Présentement, les adultes et enfants de la communauté, en situation d'handicap, une déficience ou une limitation, font face à d'importants obstacles d'accessibilité, d'intégration et de pleine participation.

Par exemple, ce projet permettrait, entre autres, aux citoyens de se déplacer en fauteuil roulant, à l'aide d'une marchette ou autre de façon indépendante et sécuritaire. De plus, le financement permettrait aussi d'équiper la structure de jeux du Parc Alphonse Carrière en y intégrant une station de transfert, une rampe d'accès, des balançoires accessibles, des stations de jeux interactifs ou des panneaux accessibles.

Pour de nombreuses raisons, des améliorations devraient être apportées au terrain de jeu du Parc Alphonse Carrière afin de rendre les activités accessibles à tous les enfants et un environnement accessible à tous les adultes et aux personnes âgées de la communauté.

Très cordialement,



Francis Drouin, député  
Glengarry-Prescott-Russell

## Lettre de soutien communautaire

Le 1<sup>er</sup> juillet 2018

Objet : Demande de soutien communautaire pour la demande de Fonds pour l'accessibilité

À qui de droit,

En tant que jeune femme et membre de la communauté en situation de handicap, le réaménagement du Parc Alphonse Carrière est nécessaire afin de mieux répondre à mes besoins d'accessibilité, à ceux de nombreux enfants, adultes et personnes âgées résidants à Hammond-Cheney et les environs.

Le Parc Alphonse Carrière est un endroit où les résidents du quartier et des environs peuvent interagir entre eux et rencontrer de nouvelles personnes. Également, le parc est un grand espace utilisé pour plusieurs événements communautaires. De plus, les citoyens peuvent s'engager dans des activités récréatives gratuites en profitant des installations disponibles au parc tels que le terrain de balle, soccer, tennis, basket-ball, la patinoire extérieure, les structures de jeux pour enfants et un aire de repos avec table. Cela permet entre autres aux gens de développer un sentiment de communauté.

Malgré les nombreuses installations disponibles au parc Alphonse Carrière, les enfants, les adultes et les personnes âgées ayant un handicap, une déficience ou une limitation font face à d'importants obstacles d'accessibilité, d'intégration et de pleine participation. Qu'aux structures de jeux, il n'y a pas de surface rigide permettant aux enfants ou aux adultes de se déplacer en fauteuil roulant, à l'aide d'une marchette ou autres de façon indépendante et sécuritaire. De plus, la structure de jeux n'est pas équipée d'une station de transfert, d'une rampe d'accès, de balançoires accessibles, de stations de jeux interactifs ou de panneaux accessibles.

On le sait tous comment il est important dès la petite enfance que les enfants puissent s'épanouir socialement et physiquement. Toutefois, en raison du manque d'accessibilité au Parc Alphonse Carrière, un parent ou des grands-parents qui présentent une situation de handicap, ne peut pas accompagner un enfant au parc, le superviser de façon adéquate et veiller à sa sécurité. Ainsi, les adultes et les enfants en situation de handicap de la communauté se trouvent privés des bienfaits du jeu, excluent des événements communautaires prenant place au parc et ne peuvent bénéficier des installations récréatives gratuites. Selon Le bulletin 2018 de l'activité physique chez les jeunes de participaACTION, les organismes gouvernementaux doivent augmenter le financement des espaces de jeu intérieur et extérieurs inclusifs.

Pour ces nombreuses raisons, des améliorations devraient être apportées au terrain de jeu du Parc Alphonse Carrière afin de rendre les activités accessibles à tous les enfants et un environnement accessible à tous les adultes et aux personnes âgées de notre communauté.

Je, Elsa Lalonde, est donc heureuse d'offrir mon soutien à la Cité Clarence-Rockland pour une demande de financement Fonds pour l'accessibilité offert par le gouvernement fédéral. Je reconnais l'importance

d'apporter des changements en matière d'accessibilité au terrain de jeu du Parc Alphonse Carrière à Hammond.

Sincèrement,

A handwritten signature in black ink, appearing to read 'Elsa Lalonde', written in a cursive style.

Elsa Lalonde  
Résidente en situation de handicap de la Cité Clarence-Rockland

# At Alphonse Carrière Everyone Can Play

## Community Support Letter

Friday July 20, 2018

Cité Clarence-Rockland Township  
1560 Laurier Street  
Rockland ON  
K4K 1P7

To whom it may concern:

Re: Community Support for the Enabling Accessibility Fund Application

The retrofit of the Alphonse Carrière playground is necessary to better meet the accessibility needs of children living in Hammond-Cheney and to serve other residents of the surrounding communities.

Currently, community members with disabilities face significant barriers to accessibility, integration and full participation when accessing the playground. For example, there is no rigid surface allowing people using mobility aids to move around the playground independently and safely. In addition, the play structure is not equipped with any transfer station, access ramps, accessible swings, interactive game stations or accessible panels.

We all know how important it is for a child to have the ability to play so that they can flourish socially and physically. When children with and without disabilities play together, they learn to resolve conflicts, respect differences, share, develop values, and build relationships with peers. Exercise also promotes mental and physical health and reduces the risk of more than 25 health problems. According to *the 2018 ParticipACTION Report Card on Physical Activity for Children and Youth* government agencies need to increase funding for accessible indoor and outdoor play spaces.

For these reasons, the Alphonse Carrière playground should be retrofitted to make the environment and activities accessible to all children, adults and seniors from the community.

The Miracle League of Ottawa is therefore pleased to offer our support to the Clarence-Rockland Township in their application for the Enabling Accessibility Fund. We recognize the importance of building a country that is accessible for all and feel that the retrofitting of the Alphonse Carrière playground in Hammond will leave a lasting legacy of improved accessibility and awareness in our community.

Sincerely,



Amy Lays  
Vice Chair  
The Miracle League of Ottawa





14 Laurentide Road, Nepean, Ontario K2H 6T5

Phone: 613-828-5502 Fax: 613-829-7372 Email: info@playgroundplanners.com

|                           |
|---------------------------|
| <b>Date: July 5, 2018</b> |
|                           |
| <b>Re: Anik Lalonde</b>   |
| Alfonse Carrier Park      |
|                           |
| <b>Option #4</b>          |
|                           |

Approved By \_\_\_\_\_

| Model Number      | Description   | Qty | Unit \$  | Price       |
|-------------------|---|-----|----------|-------------|
| 10002_43220380356 | Colossus slope slide, large playhouse, excavator, clover sand table, 3 square tables with roofs, 3 bays swings; 1 tot, 1 belt, 2 inclusive, 1 generation seats, NRG hammock, ladybug spring toy, inclusive spinner, ramped junior climber, power pedlar arms, | 1   | 44738.00 | \$44,738.00 |
|                   | <b>Site preparation includes:</b>   |     |          |             |
|                   | <b>excavation for main play area 110'X67'X12"=\$13,000.00</b>   |     |          |             |
|                   | <b>supply and installation of Cedar Weave including required compaction=\$18,400.00</b>   |     |          |             |
|                   | <b>construction of berm to house slope slide 64" high. Berm to consider 400 square meters top soil, reuse of some excavated material to construct actual berm, 11 step stairs along side the slide, 32 meters paved pathway=\$29,900.00</b>                   |     |          |             |

|                         |                     |
|-------------------------|---------------------|
| <b>Product Total</b>    | <b>\$44,738.00</b>  |
| Discount                | 9,842.36            |
| <b>Product Total</b>    | <b>\$34,895.64</b>  |
| Site Preparation        | \$61,300.00         |
| Freight Estimate        | \$5,000.00          |
| Installation for 2018   | \$15,667.25         |
| <b>Sub-total</b>        | <b>\$116,862.89</b> |
| HST                     | \$15,192.18         |
| <b>Total Investment</b> | <b>\$132,055.06</b> |

|                      |                    |
|----------------------|--------------------|
| 25% Deposit          | \$29,215.72        |
| HST on Deposit       | \$3,798.04         |
| <b>Deposit Total</b> | <b>\$33,013.77</b> |

**Terms and Conditions:**

Net 30 days.

25% deposit and a signed quote or PO are required at time of order,.

Lead times vary; please inquire.

Colour selection is required, prior to order.

Quotations are valid for 30 days, unless withdrawn by Playground Planners by notice to you.

Building Permits and concrete pads are by other.

Electrical access, outlets, lighting fixtures, decorative details not included unless specified in description.

Site locates by other unless otherwise specified. Locates must be given to Playground Planners in advance of any installation.

Playground Planners is not responsible for any costs incurred from incorrect site preparations by other.

Installation costs are based on normal site conditions. Extras could apply.

Playground Planners is not responsible for improper site configurations by other.

Site must be level with no grade greater than 2 degrees and have easy access for trucks.

Safety surfacing is not included unless specified.

Preferred installation dates must be requested. We will do our best to match up as closely as possible.

If your site is not ready on the pre-arranged date, additional costs could apply.

Safety fencing by others unless specified.

Playground Planners is not responsible for any charges from vandalism during installation.

RC Watson General Maintenance  
 4497 Hwy 138 St Andrew's Ontario K0C 2A0  
 613-362-9423

Quote for Hammond Ontario

Anik Lalonde

|   |                        |
|---|------------------------|
| Supply of play equipment from Playground Planners           |                        |
| 10002_43262677781   | 52,000.00              |
| Equipment freight   | 5,200.00               |
| Installation of equipment                                   | 29,980.00              |
| Excavation of play equipment area                           | 12,000.00              |
| Supply and installation of EWF                              | 19,800.00              |
| Construction of hill for embankment slide                   |                        |
| To include;   |                        |
| Re-use of 60% of excavated material for slope stabilization |                        |
| 3-1 side slope, 1.6 meter rise,                             |                        |
| Pathway to include 8" compacted stone, 2" asphalt,          |                        |
| Sod and top soil  |                        |
| Re-enstatement  | 62,550.00              |
|   |                        |
| <b>Sub Total</b>  | <b>181,530.00</b>      |
| <b>HST</b>  | <b><u>23598.90</u></b> |
| <b>Total</b>  | <b>205,128.90</b>      |

Quote guaranteed for 60 days





**REPORT N°INF2018-023** Award for Installation of Sidewalk and Street Lights on St-Jean street

|                     |  |
|---------------------|--|
| <b>Date</b>         | 12/07/2018   |
| <b>Submitted by</b> | Richard Campeau  |
| <b>Subject</b>      | Award for Installation of Sidewalk and Street Lights on St-Jean street |
| <b>File N°</b>      | T04-ST-JEAN  |

1) **NATURE/GOAL:**

The purpose of this report is to authorize the Department of Infrastructure and Planning to enter into a contract with Landrock Excavation Inc. to proceed with the construction of the St-Jean Street sidewalk and street lights.

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 Mayor and the Clerk to sign a contract with Landrock Excavation Inc. for the construction of the St-Jean Street sidewalk and street lights in the amount of \$221,398.00, excluding HST.

**QUE** le Comité plénier recommande que le Conseil adopte un règlement pour autoriser le Maire et la greffière de signer un contrat avec Landrock Excavation Inc. pour effectuer la construction de trottoir et l'installation de lampadaire sur la rue St-Jean pour une somme de 221,398 \$, excluant la TVH.

4) **BACKGROUND:**

This project is identified in the current Development Charge Study. The objective of this project is to build a sidewalk on the east side of St-Jean Street which will connect the existing end of sidewalk at the Carrefour Jeunesse School entrance to another end of the existing sidewalk on the north side of Docteur Corbeil Boulevard, approximately 50m east of St-Jean Street. New street lights will also be installed along this new segment of sidewalk. (see attached Schematic A.)

5) **DISCUSSION:**

The Department published a call for tenders on the Merx and City websites. This tender closed on July 11th, 2018 and we received one (1) submission. The bidder and his financial offer is as follows:

| <b>CONTRACTOR(S)</b>     | <b>SOUMISSION PRICE(S)<br/>(excl. HST)</b> |
|--------------------------|--|
| Landrock Excavation Inc. | \$221,398.00                               |

Landrock Excavation Inc. submitted the only bid at a price of \$221,398.00 (excluding HST). After verification by Atriel Engineering Ltd., as well as the Infrastructure and Planning Department, we confirm that the bid is competitive and complies with the requirements. The department therefore recommends awarding the contract to Landrock Excavation Inc.

The detailed expenses incurred and planned as a result of the bidding process are presented as follows:

| Account: 2-4-7550-9892                     | <b>Total budget</b> | <b>\$300,000</b> |
|--|---------------------|------------------|
| <b>Items</b>                               |                     | <b>Costs</b>     |
| Expenses previously incurred/committed     |                     | \$13,200         |
| Price of construction contract (excl. HST) |                     | \$221,398        |
| Testing                                    |                     | \$5,000          |
| Impact of the HST on the contract (1.8%)   |                     | \$3,986          |
| <b>Total Cost</b>                          |                     | <u>\$243,584</u> |
| <b>Balance / Shortfall</b>                 |                     | <b>\$56,416</b>  |

The Department estimates a budget savings of \$ 56,416. Included in this savings is a contingency of \$5,642 (10%) that could be used during the construction.

6) **CONSULTATION:**

N/A

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

N/A

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

The 2018 Capital Budget approved the financing of this project as follows:

- Road Reserve \$60,000
- Development Charge's (DC) \$240,000

9) **LEGAL IMPLICATIONS:**

N/A

10) **RISK MANAGEMENT:**

The capacity to respond to pedestrian safety is an important component of efforts to prevent road traffic injuries. Sidewalks and street lighting provide many benefits including safety, mobility and healthier communities.

Closing this loop on the City's sidewalk will secure and encourage pedestrians to commute from Morris Village to Rockland's downtown core via St-Jean Street.

**STRATEGIC IMPLICATIONS:**

N/A

11) **SUPPORTING DOCUMENTS:**

- Bylaw 2018-XXX
- Award Letter to Landrock Excavation Inc. dated July 17, 2018



**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND****BY-LAW NO. 2018-120****BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO AWARD A CONTRACT TO LANDROCK EXCAVATION 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;

**WHEREAS** the Council of the Corporation of the City of Clarence-Rockland deems it expedient to award a contract to Landrock Excavation Inc. for the construction of a sidewalk and street lights on St-Jean Street, in the amount of \$221,398.00 (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 Landrock Excavation Inc. for the construction of a sidewalk and street lights on St-Jean Street, in the amount of \$221,398.00 (excluding HST);
- 2. THAT** the agreement be in the form hereto annexed and marked as Schedule "A" to this by-law;
- 3. THAT** this by-law shall come into force on the day of its adoption.

**READ, PASSED AND ADOPTED BY COUNCIL THIS 13<sup>TH</sup> DAY OF AUGUST 2018.**

---

GUY DESJARDINS, MAYOR

---

MONIQUE OUELLET, CLERK





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

**Award Letter**

Landrock Excavation Inc.  
345-C Laurier Street, P.O. Box 849  
Rockland, Ontario  
K4K 1L5

July 17<sup>th</sup>, 2018

**Attention: Mrs. Chantal Potvin**

**SUBJECT: Notice of Award: F18-INF-2018-020 (St-Jean Sidewalks & Streetlights)**

---

We thank you for your Tender submitted on July 11<sup>th</sup>, 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 \$221,398.00 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, June 20<sup>th</sup>, 2018
- Addendum #1, dated July 3<sup>rd</sup>, 2018
- Contractor Tender Response, dated July 11<sup>th</sup>, 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)

# Schematic A







## REPORT N° CLERK2018-12

|                     |                    |
|---------------------|--------------------|
| <b>Date</b>         | 13/08/2018         |
| <b>Submitted by</b> | Monique Ouellet    |
| <b>Subject</b>      | Vacancy on Council |
| <b>File N°</b>      | C11-CLERK          |

1) **NATURE/GOAL :**

The purpose of this report is to provide Council with information in regards to the legislative requirements further to the receipt of Mr. Charles Berlinguette's resignation as Councillor for Ward 4.

2) **DIRECTIVE/PREVIOUS POLICY :**

N/A

3) **DEPARTMENT'S RECOMMENDATION :**

**WHEREAS** Mr. Charles Berlinguette has submitted his resignation as Councillor for Ward 4 of the City of Clarence-Rockland;

**BE IT RESOLVED THAT** the Council of the City of Clarence-Rockland hereby declares the seat of the Councillor for Ward 4 to be vacant; and

**BE IT ALSO RESOLVED THAT** Council hereby acknowledges receipt of Report no. CLERK2018-12 which outlines the legislated requirements further to declaring the vacancy; and

**BE IT FURTHER RESOLVED THAT** Council hereby declares that the seat for Councillor Ward 4, will (Option A – remain vacant for the remainder of this term of Council) **OR** (Option B – be filled according to Option B1 OR Option B2 OR Option B3).

**ATTENDU QUE** M. Charles Berlinguette a remis sa démission en tant que conseiller du quartier 4 de la Cité de Clarence-Rockland;

**QU'IL SOIT RÉSOLU QUE** le Conseil de la Cité de Clarence-Rockland déclare vacant le siège de conseiller du quartier 4; et

**QU'IL SOIT ÉGALEMENT RÉSOLU QUE** le Conseil accuse réception du rapport CLERK2018-12, lequel décrit les exigences législatives suivant une déclaration de siège vacant; et

**QU'IL SOIT FINALEMENT RÉSOLU QUE** le conseil déclare que le siège de conseiller du quartier 4 soit (Option A – demeure vacant pour le reste de ce terme du conseil) **OU** (Option B – soit comblé selon l'Option B1 **OU** Option B2 **OU** Option B3)

4) **BACKGROUND :**

n/a

5) **DISCUSSION :**

Council must comply with the provisions set out in the Municipal Act. I have attached a copy of the complete section of the Act in regards to vacancies for your information.

Here is the process that Council needs to follow in order to comply with the Municipal Act:

a) Council needs to declare the seat of Councillor Ward 4 to be vacant;

b) Council needs to decide on one of the following options:

**Option A:** Declare that the seat will remain vacant for the remainder of this term of Council; or

**Option B:** Declare that the seat will be filled.

c) Should Council wish to fill the vacancy, within 60 days after the seat is declared vacant, Council must:

a. Appoint a person to fill the vacancy; or

b. Adopt a by-law requiring a by-election to be held to fill the vacancy.

Although the act does provide that a person may be appointed to fill the vacancy, the Act does not prescribe the process. Nevertheless, the following are options could be considered:

**Option B1:**

- Offer the vacant seat to the candidate who was elected for Ward 4 in the 2014 elections.
- If he accepts, appoint the candidate to fill vacancy.

**Option B2:**

- Advertise the vacant position and invite interested individuals to submit a letter of interest.
- Offer the vacant seat to the successful candidate following a selection process
- Appoint the selected individual to fill the vacancy.

**Option B3:**

- Adopt a by-law requiring a by-election to be held to fill the vacancy

6) **CONSULTATION:**

n/a

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

n/a

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

The financial impact is contingent on which option Council decides to proceed with:

Option A: Savings in salary for Councillor Ward 4 for a period of 5 months.

Option B1: No negative financial impact.

Option B2: No negative financial impact.

Option B3: The cost associated with holding a by-election may vary from \$3.50 to 4.00 per elector. With approximately 2388 electors in Ward 4, the cost of a by-election could be anywhere between \$8,500 and \$10,000.

9) **LEGAL IMPLICATIONS :**

n/a

10) **RISK MANAGEMENT :**

n/a

11) **STRATEGIC IMPLICATIONS :**

n/a

12) **SUPPORTING DOCUMENTS:**

- Resignation letter from Councillor Charles Berlinguette
- Excerpt from the Municipal Act in regards to vacancies
- Official results from the 2014 Municipal Elections



## VACANCIES

### **Vacant seat**

**259. (1)** The office of a member of council of a municipality becomes vacant if the member,

- (a) becomes disqualified from holding the office of a member of council under section 256, 257 or 258;
- (b) fails to make the declaration of office before the deadline in section 232;
- (c) is absent from the meetings of council for three successive months without being authorized to do so by a resolution of council;
- (d) resigns from his or her office and the resignation is effective under section 260;
- (e) is appointed or elected to fill any vacancy in any other office on the same council;
- (f) has his or her office declared vacant in any judicial proceeding;
- (g) forfeits his or her office under this or any other Act; or
- (h) dies, whether before or after accepting office and making the prescribed declarations. 2001, c. 25, s. 259 (1).

### **Exception**

(2) Clause (1) (e) does not apply to vacate the office of a member of an upper-tier council when the member is appointed head of council if the composition of council requires or permits the member to hold both offices. 2001, c. 25, s. 259 (2).

### **Dual vacancies**

(3) If one of the offices of a person who is a member of council of both a local municipality and its upper-tier municipality becomes vacant under this section, the other office also become vacant. 2001, c. 25, s. 259 (3).

### **Exception**

(4) Subsection (3) does not apply to vacate an office of a member when another office of the member becomes vacant if the composition of the councils does not require the member to hold both offices. 2001, c. 25, s. 259 (4).

### **Resignation as member**

**260. (1)** A member of council of a municipality may resign from office by notice in writing filed with the clerk of the municipality. 2001, c. 25, s. 260 (1).

### **Restriction**

(2) Despite subsection (1), a resignation is not effective if it would reduce the number of members of the council to less than a quorum and, if the member resigning from office is a member of the councils of both a local municipality and its upper-tier municipality, the resignation is not effective if it would reduce the number of members of either council to less than a quorum. 2001, c. 25, s. 260 (2).

**Restriction**

**261. (1)** Except where otherwise provided, no person may hold more than one office governed by the *Municipal Elections Act, 1996* at the same time anywhere in Ontario. 2001, c. 25, s. 261 (1).

**Election void**

(2) If a person is nominated for and his or her name appears on the ballots for more than one office and he or she is elected to any of those offices, his or her election is void and the office is vacant. 2001, c. 25, s. 261 (2).

**Declaration**

**262. (1)** If the office of a member of a council becomes vacant under section 259, the council shall at its next meeting declare the office to be vacant, except if a vacancy occurs as a result of the death of a member, the declaration may be made at either of its next two meetings. 2001, c. 25, s. 262 (1).

**Upper-tier declaration**

(2) If an upper-tier municipality declares the office of one of its members who also holds office on the council of a local municipality to be vacant, the upper-tier municipality shall immediately forward a copy of its declaration to the council of the local municipality. 2001, c. 25, s. 262 (2).

**Lower-tier declaration**

(3) If a local municipality declares the office of one of its members who also holds office on the council of the upper-tier municipality to be vacant, the local municipality shall immediately forward a copy of its declaration to the council of the upper-tier municipality. 2001, c. 25, s. 262 (3).

**Filling vacancies**

**263. (1)** If a vacancy occurs in the office of a member of council, the municipality shall, subject to this section,

- (a) fill the vacancy by appointing a person who has consented to accept the office if appointed; or
- (b) require a by-election to be held to fill the vacancy in accordance with the *Municipal Elections Act, 1996*. 2001, c. 25, s. 263 (1).

**Dual vacancies**

(2) If the offices of a person who is a member of council of both a local municipality and its upper-tier municipality become vacant, the local municipality and not the upper-tier municipality shall fill the vacancy in accordance with subsection (1). 2001, c. 25, s. 263 (2).

**Court-ordered election**

(3) If an order is made in any judicial proceeding requiring a by-election be held to fill a vacancy on a council, the clerk shall hold the by-election in accordance with the *Municipal Elections Act, 1996*. 2001, c. 25, s. 263 (3).

**Vacancy, head of council**

(4) Despite subsections (1) to (3), if the head of council of an upper-tier municipality is required to be appointed by the members of the upper-tier council, the upper-tier municipality

shall fill a vacancy in the office of head of council by appointment in the same manner as the head was originally appointed. 2001, c. 25, s. 263 (4).

### **Rules applying to filling vacancies**

(5) The following rules apply to filling vacancies:

1. Within 60 days after the day a declaration of vacancy is made with respect to the vacancy under section 262, the municipality shall,
  - i. appoint a person to fill the vacancy under subsection (1) or (4), or
  - ii. pass a by-law requiring a by-election be held to fill the vacancy under subsection (1).
2. Despite paragraph 1, if a court declares an office to be vacant, the council shall act under subsection (1) or (4) within 60 days after the day the court makes its declaration.
3. Despite subsections (1) to (4), if a vacancy occurs within 90 days before voting day of a regular election, the municipality is not required to fill the vacancy. 2001, c. 25, s. 263 (5).

### **Term**

**264.** A person appointed or elected to fill a vacancy under section 263 shall hold office for the remainder of the term of the person he or she replaced. 2001, c. 25, s. 264.

### **Application to court**

**265. (1)** Any elector entitled to vote at the election of members of a council may apply to the Superior Court of Justice for a declaration that the office of a member of the council has become vacant in accordance with this Act. 2001, c. 25, s. 265 (1).

### **Judicial finding**

(2) If the court finds that the office of a member of the council has become vacant, it may order the member removed from office and declare the office vacant. 2001, c. 25, s. 265 (2).

### **Application of S.O. 1996, c. 32**

(3) Subsection 83 (3) and sections 85, 86 and 87 of the *Municipal Elections Act, 1996* apply to the application as if it were an application under section 83 of that Act. 2001, c. 25, s. 265 (3).

### **Combined application**

(4) The application may be combined with an application under section 83 of the *Municipal Elections Act, 1996*, in which case the applications shall be heard and disposed of together. 2001, c. 25, s. 265 (4).

### **Minister's order**

**266. (1)** If the council of a municipality is unable to hold a meeting for a period of 60 days because of a failure to obtain a quorum, the Minister may by order declare all the offices of the members of the council to be vacant and a by-election shall be held in accordance with the *Municipal Elections Act, 1996*. 2002, c. 17, Sched. A, s. 45 (1).

### **Timing**

(2) The 60-day period referred to in subsection (1) commences on the day of the first meeting that could not be held because of a failure to obtain a quorum. 2001, c. 25, s. 266 (2).

**Interim order**

(3) Where the Minister makes an order under subsection (1), or the offices of a majority of the members of a council are for any reason declared vacant, the Minister may by order exercise or appoint one or more persons to exercise the duties and obligations of the council until such time as a by-election is held in accordance with the *Municipal Elections Act, 1996*, and the members so elected have taken office. 2001, c. 25, s. 266 (3); 2002, c. 17, Sched. A, s. 45 (2).

**Not regulation**

(4) An order of the Minister under this section is not a regulation within the meaning of Part III (Regulations) of the *Legislation Act, 2006*. 2006, c. 21, Sched. F, s. 120 (4).

**Temporary vacancy**

**267. (1)** If a person who is a member of the councils of a local municipality and its upper-tier municipality is unable to act as a member of those councils for a period exceeding one month, the local council may appoint one of its members as an alternate member of the upper-tier council to act in place of the member until the member is able to resume acting as a member of those councils. 2001, c. 25, s. 267 (1).

**Alternate member**

(2) If the offices of a person who is a member of council of both a local municipality and its upper-tier municipality become vacant and the vacancies will not be filled for a period exceeding one month, the local council may appoint one of its members as an alternate member of the upper-tier council until the vacancies are filled permanently. 2001, c. 25, s. 267 (2).

**Exception**

(3) This section does not authorize the appointment of an alternate head of council of the upper-tier municipality. 2001, c. 25, s. 267 (3).

268. REPEALED: 2006, c. 32, Sched. A, s. 111.

# RÉSULTATS OFFICIELS / OFFICIAL RESULTS

## Élections municipales 2014 / 2014 Municipal Elections

### CITÉ DE / CITY OF CLARENCE-ROCKLAND

|  |                          |                                      |                    |
|--|--------------------------|--------------------------------------|--------------------|
| Office of Mayor - Poste de Maire   | <b>Guy DESJARDINS</b>    | <b>5617</b>                          | <b>Elected/Élu</b> |
|  | Marcel GUIBORD           | 2209                                 |                    |
| Office of Councillor - Ward 1<br>Poste de conseiller - Quartier 1                      | <b>Jean-Marc LALONDE</b> | <b>965</b>                           | <b>Elected/Élu</b> |
|  | Claude VACHON            | 311                                  |                    |
| Office of Councillor - Ward 2<br>Poste de conseiller - Quartier 2                      | Jacques TESSIER          | 500                                  |                    |
|  | <b>Mario ZANTH</b>       | <b>574</b>                           | <b>Elected/Élu</b> |
| Office of Councillor - Ward 3<br>Poste de conseiller - Quartier 3                      | <b>Carl GRIMARD</b>      | <b>935</b>                           | <b>Elected/Élu</b> |
|  | Bernard PAYER            | 262                                  |                    |
| Office of Councillor - Ward 4<br>Poste de conseiller - Quartier 4                      | Jacques ARCHAMBAULT      | 136                                  |                    |
|  | Charles BERLINGUETTE     | 189                                  |                    |
|  | <b>Yvon SIMONEAU</b>     | <b>714</b>                           | <b>Elected/Élu</b> |
| Office of Councillor - Ward 5<br>Poste de conseiller - Quartier 5                      | Gérard (Gerry) BERTRAND  | 220                                  |                    |
|  | <b>André J. LALONDE</b>  | <b>515</b>                           | <b>Elected/Élu</b> |
|  | François MONTPETIT       | 42                                   |                    |
|  | Marc PRUDHOMME           | 69                                   |                    |
| Office of Councillor - Ward 6<br>Poste de conseiller - Quartier 6                      | Denis CHABOT             | 94                                   |                    |
|  | Sylvie RIOPEL            | 140                                  |                    |
|  | <b>Krysta SIMARD</b>     | <b>359</b>                           | <b>Elected/Élu</b> |
|  | Luc THIVIÈRGE            | 224                                  |                    |
| Office of Councillor - Ward 7<br>Poste de conseiller - Quartier 7                      | René CAMPEAU             | 369                                  |                    |
|  | <b>Michel LEVERT</b>     | <b>382</b>                           | <b>Elected/Élu</b> |
| Office of Councillor - Ward 8<br>Poste de conseiller - Quartier 8                      | <b>Diane CHOINIÈRE</b>   | <b>471</b>                           | <b>Elected/Élu</b> |
|  | Yvon MAYER               | 310                                  |                    |
| Conseil scolaire de district<br>catholique de l'Est ontarien                           | <b>Jean LEMAY</b>        | <b>Acclaimed/élu par acclamation</b> |                    |
| Conseiller scolaire / Trustee<br>Upper Canada District School<br>Board                 | <b>Caroll CARKNER</b>    | <b>Acclaimed/élu par acclamation</b> |                    |
| Conseiller scolaire / Trustee<br>Conseil des écoles publiques de<br>l'Est de l'Ontario | <b>John KEOUGH</b>       | <b>Acclaimed/élu par acclamation</b> |                    |

Dated at the City of Clarence-Rockland on this 28th day of October 2014.

Daté à la Cité de Clarence-Rockland ce 28e jour d'octobre 2014.

ORIGINAL SIGNED (OCTOBER 29, 2014)

Monique Ouellet

Greffière/Clerk



Corporation de la Cité de Clarence-Rockland  
1560 rue Laurier  
Rockland, ON K4K 1P7

le 27 juin 2018

Attention : Madame Monique Ouellet, greffière

Madame,

J'ai le regret de vous informer que je quitterai définitivement ma poste de conseiller municipale pour le quartier 4 le 28 juin, 2018.

Je tiens à vous remercier de la confiance que vous m'avez témoignée et à vous dire la satisfaction que j'ai éprouvée à travailler comme conseiller. C'est à regret que je devrais quitter avant la fin du mandat.

Veuillez agréer, Madame, l'expression de mes sentiments les meilleurs.

Merci,



Charles Berlinguette  
Conseiller Quartier 4, Cité de Clarence-Rockland





## RAPPORT N° FIN2018-027

|                     |                                   |
|---------------------|-----------------------------------|
| <b>Date</b>         | 07/08/2018                        |
| <b>Soumis par</b>   | Frédéric Desnoyers                |
| <b>Objet</b>        | Recreational Complex loan renewal |
| <b># du dossier</b> | F11 Grants and loans              |

1) **NATURE / OBJECTIF :**

Le but du rapport est de renouveler le financement à long terme du complexe récréatif qui expire le 27 août 2018.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

N/A

3) **RECOMMANDATION DU SERVICE:**

**QU'IL SOIT RÉSOLU QUE** le Règlement no. 2018-119, visant à autoriser le renouvellement d'un emprunt au montant de 1 660 000 \$ pour le complexe récréatif avec la banque TD pour un terme de 5 ans avec un amortissement de 20ans, soit adopté.

**BE IT RESOLVED THAT** By-law no. 2018-119, being a by-law to authorize the renewal of a loan in the amount of \$1,660,000 for the Recreational Complex with TD bank for a five year term and a 20 year amortization, be adopted.

4) **HISTORIQUE :**

L'emprunt originale a été fait le 27 août 2013 au montant de \$1,930,000 sous un contrat de SWAP avec la Banque Nationale qui expire le 27 août 2018 et qui avait un amortissement de 25 ans.

5) **DISCUSSION :**

La balance restante de 1 660 000 \$ vient à échéance le 27 août 2018. Le département a communiqué avec 5 institutions financières afin d'obtenir un taux compétitif pour un terme de 5 ans avec un amortissement de 20 ans.

Voici les résultats :

|                                      |                |
|--------------------------------------|----------------|
| Banque Nationale                     | 3.65%          |
| Banque Royale                        | 3.44%          |
| Banque Scotia                        | Aucune réponse |
| Banque TD                            | 3.00%          |
| Caisse populaire Trillium Desjardins | Aucune réponse |

Les taux ci-haut ont été obtenu en date du 7 août 2018.  
Le taux final sera confirmé lundi le 13 août 2018.

- 6) **CONSULTATION :**  
N/A
- 7) **RECOMMANDATION OU COMMENTAIRES DU COMITÉ :**  
N/A
- 8) **IMPACT FINANCIER (monétaire/matériaux/etc.):**  
Présentement un montant d'environ 113 000 \$ est inclus dans le budget 2018 pour le paiement en capital et intérêt sur cette dette. Puisque le taux d'intérêt en 2013 était l'équivalent de 3.21% un montant estimé de \$2,500 sera épargné par année.
- 9) **IMPLICATIONS LÉGALES :**  
N/A
- 10) **GESTION DU RISQUE (RISK MANAGEMENT) :**  
N/A
- 11) **IMPLICATIONS STRATÉGIQUES :**  
N/A
- 12) **DOCUMENTS D'APPUI:**  
By-Law 2018-119 : Recreational Complex Loan Renewal

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND****BY-LAW NUMBER 2018-119****BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO RENEW A LOAN FOR THE RECREATIONAL COMPLEX WITH THE TD BANK.**

**WHEREAS** the Municipal Act, 2001 (Ontario), as amended, (the "Act") provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** subsection 401(1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

**AND WHEREAS** Ontario Regulation 276/02, as amended, provides that a municipality may enter into a bank loan agreement for the purpose of long term borrowing;

**AND WHEREAS** the Council of the Corporation of City of Clarence-Rockland requires a bank loan for a municipal purpose, namely the Clarence-Rockland Arena;

**AND WHEREAS** the amount to be loaned is within the debt and financial obligation limit of the Corporation of the City of Clarence-Rockland as established by legislation;

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

1. The Mayor and Treasurer or the Chief Administrative Officer are hereby authorized to sign all the necessary documents with the financial institution which offers the best conditions in order to secure a loan for the refinancing of the Clarence-Rockland Arena; and
2. The amount to be borrowed shall be \$1,660,000.

3. That the said documents, once signed, shall be attached hereto and form part of this By-law.
4. That this By-law shall take force on the day it is adopted by Council.

**READ AND PASSED IN OPEN COUNCIL, THIS 13 DAY OF AUGUST 2018.**

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

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

**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND****BY-LAW NUMBER 2018-22**

**BEING a by-law to designate the whole area of the Corporation of the City of Clarence-Rockland as a site plan control area, to exempt certain classes of development from approval of plans and drawings, to delegate Council's power under Section 41 of the *Planning Act, R.S.O. 1990, c. P.13*, and to repeal By-law 2013-05, as amended.**

**WHEREAS** Section 41 of the *Planning Act, R.S.O. 1990, c. P.13*, provides in part that, where in an official plan an area is shown or described as a proposed site plan control area, the council of the local municipality in which the proposed area is situated may, by by-law, designate the whole or any part of such area as a site plan control area and may delegate to either a committee of the council or to an appointed officer of the municipality any of the council's power or authority under that section;

**AND WHEREAS** Council deems it necessary to appoint the Manager of Development and the Director of Infrastructure and Planning as the appointed officer to sign letters of undertaking only under Section 41 of the *Planning Act, R.S.O. 1990, c. P.13*;

**AND WHEREAS** Council deems it necessary to appoint the Director of Infrastructure and Planning and the Manager of Development as the appointed officer to sign site plan agreements under Section 41 of the *Planning Act, R.S.O. 1990, c. P.13*;

**AND WHEREAS** Clause 5(2)(b) of the *Building Code Act* authorizes the council of a municipality to pass by-laws requiring applications for building construction permits to be accompanied by such plans, specifications, documents and other information as prescribed;

**AND WHEREAS** the Official Plan of the United Counties of Prescott and Russell designates the entire geographical area of the United Counties of Prescott and Russell as a Site Plan Control Area pursuant to the provisions of Section 41(2) of the *Planning Act, R.S.O. 1990, c. P.13*;

**AND WHEREAS** the Official Plan for the Urban Area of the City of Clarence-Rockland designates the whole of the Urban Area as a proposed Site Plan Control Area pursuant to the provisions of Section 41(2) of the *Planning Act, R.S.O. 1990, c.P.13*;

**AND WHEREAS** the Bourget Official Plan designates the entire area of the Village of Bourget as a proposed Site Plan Control Area pursuant to the provisions of Section 41(2) of the *Planning Act, R.S.O. 1990, c.P.13*;

**AND WHEREAS** the Council of the Corporation of the City of Clarence-Rockland considers it appropriate to designate the whole of the City of Clarence-Rockland as a site plan control area, to exempt certain classes of development from approval of plans and drawings, to delegate its powers or authority under Section 41 of the *Planning Act, R.S.O. 1990, c. P.13* to certain appointed officials of the Corporation that deal with or ensure the provision and maintenance of any of the facilities, works or matters to be provided in conjunction with all buildings and structures to be erected and any of the

facilities, works or matters mentioned in Subsection 41(7) of that Act and to repeal By-law 2013-05, as amended.

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

### **SITE PLAN CONTROL AREA BY-LAW**

#### **TITLE**

1. This by-law shall be cited as the "Site Plan Control Area By-law of the Corporation of the City of Clarence-Rockland".

#### **DEFINITIONS**

2. In this by-law, unless a contrary intention appears,
  - (a) "Act" means the *Planning Act, R.S.O. 1990. c. P.13*;
  - (b) "Corporation" means The Corporation of the City of Clarence-Rockland;
  - (c) "Council" means the municipal council of the Corporation;
  - (d) "delegated official" means any of the appointed officers of the Corporation identified in Schedule 1 to this By-law either by name or position occupied;
  - (e) "development" means
    - (i) the construction, erection or placing of one or more buildings or structures on land; or
    - (ii) the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof; or
    - (iii) the laying out and establishment of a commercial parking lot or of sites for the location of three or more trailers as defined in subsection 164(4) of the *Municipal Act, 2001* or of sites for the location of three or more mobile homes as defined in subsection 46(1) of the *Planning Act, R.S.O. 1990. c. P.13*; or
    - (iv) sites for the construction, erection or location of three or more land lease community homes as defined in subsection 46(1) of the *Planning Act, R.S.O. 1990. c. P.13*.

and includes redevelopment however excludes the placement of a portable classroom on a school site of a distinct school board if the school site was in existence on January 1, 2007.;

- (f) "Development Agreement" means an agreement entered into between the Corporation and the Owner outlining the terms and conditions of the development and the approved plans and drawings as provided under Section 41(7)(c) of the *Planning Act, R.S.O. 1990. c. P.13*;
  - (g) "Owner" means the person appearing as the registered Owner according to the records of the proper land registry office;
3. Where a word or term used in this by-law is not defined, the word or term has the same meaning as defined under Part 3 of the City of Clarence-Rockland By-law No. 2016-10, as amended from time to time.

### **SITE PLAN CONTROL AREA**

- 4. The whole of the area located within the geographic limits of The Corporation of the City of Clarence-Rockland is hereby designated as a site plan control area pursuant to subsection 41 (2) of the *Planning Act*.
- 5. The approval of plans or drawings in accordance with subsection 41(4) or 41(5) of the *Planning Act* is required before development is undertaken within the area described in Clause 4, unless otherwise exempt from approval as set out in this by-law.

### **EXEMPT CLASSES OF DEVELOPMENT**

- 6. Where **there is no site plan agreement registered on title to the lot**, the following classes of development may be undertaken without the approval of plans and drawings otherwise required under subsection 41(4) or (5) of the *Planning Act*, and this by-law does not apply to such classes:

#### **Residential**

- (a) A building or structure which is constructed, erected or placed on a free hold lot for the purpose of a detached dwelling, duplex dwelling, linked dwelling, seasonal dwelling, or a semi-detached dwelling.
- (b) Townhouse dwellings on a lot or block within a plan of subdivision where the lots or blocks were identified for said use and sufficient detail was provided at time of planning approvals to evaluate the grading and servicing.
- (c) An addition or alteration to a building or structure mentioned in Clause 6(a) or 6(b).
- (d) An accessory building or structure to a building or structure mentioned in Clause 6(a) or 6(b).

- (e) A second unit or garden suite associated with a permitted residential use. Does not include an accessory dwelling associated with a non-residential use.
- (f) A bed and breakfast or residential conversion to a bed and breakfast with no more than two (2) lodging units, or a building or structure accessory thereto.
- (g) A group home, dormitory or lodging house that requires four (4) or less parking spaces, or a building or structure accessory thereto provided that the total floor area does not exceed one hundred and fifty (150) square metres.
- (h) A home-based business, home industry or private home day care that meets the requirements of Zoning By-law No. 2016-10, as amended.
- (i) Notwithstanding, site plan control is required for a condominium development (i.e. private roads, amenity areas, etc.).

**Retail Uses, Service Commercial Uses, Office Uses, Hospitality Uses or Mixed-Uses**

- (j) An addition or alteration to an existing retail, service commercial, office, hospitality or mixed-use (including combined with a permitted residential use) provided that the floor area:
  - (i) does not exceed fifty-five (55) square metres; or
  - (ii) 30% of the existing floor area, to a maximum of fifty-five (55) square metres;
  - (iii) does not accommodate the establishment on the lot of a new drive-through facility; or
  - (iv) does not include the addition of more than four (4) parking spaces.
- (k) The establishment of a temporary outdoor commercial patio that does not exceed thirty (30) square meters.

**Employment, Institutional, Community, or Motor Vehicle Uses**

- (l) An addition or alteration to an existing employment, institutional, community or motor vehicle use provided that the floor area, measured from the exterior walls of the addition:
  - (i) does not exceed fifty-five (55) square metres; or
  - (ii) 30% of the existing floor area, to a maximum of fifty-five (55) square metres;
  - (iii) does not accommodate the establishment on the lot of a new drive-through facility; or
  - (iv) does not include the addition of more than four (4) parking spaces.

(m) Notwithstanding, site plan control is required for the following:

- (i) Heavy industrial use (through rezoning)
- (ii) Marine facility
- (iii) Medium industrial Use (through rezoning)
- (iv) Motor vehicle dealership
- (v) Motor vehicle service station
- (vi) Motor vehicle storage compound
- (vii) Snow disposal facility
- (viii) Waste (solid) disposal facility
- (ix) Waste processing and transfer facility (non-putrescible)
- (x) Waste processing and transfer facility

### **Open Space Uses**

- (n) Agricultural and farm related buildings, building additions, building alterations or structures that are utilized in farming operations but not including agricultural related, on-farm diversified, agricultural commercial or industrial operations such as farm equipment sales and service, farm supply sales and agricultural storage, service or supply establishments.
- (o) A mineral aggregate operation approved under the *Aggregate Resources Act*, but not including any associated medium or heavy industrial use such as a permanent asphalt or concrete plant.
- (p) A building or structure used for forestry uses if the floor area of the building does not exceed two thousand (2,000) square metres.
- (q) Notwithstanding, site plan control is required for the following uses:
  - (i) Boarding kennel
  - (ii) Campground
  - (iii) Ecotourism facility
  - (iv) Golf course
  - (v) Salvage yard
  - (vi) Storage yard

### **Temporary Building(s)**

- (r) A temporary building or structure that is designed, constructed and placed on the land in a manner which permits its removal after a period of time not to exceed one hundred and twenty (120) consecutive days.
- (s) The placement of a portable classroom on a school site of a district school board if the school site was in existence on January 1, 2007.

### **Parking**

- (t) A commercial parking area containing less than five (5) parking spaces including all parking spaces and aisles, provided further that the said commercial parking area is to be constructed separate and apart from any other development as defined in this by-law which requires approval.

### **Other**

- (u) A building or structure forming part of a transit network.
  - (v) A communication tower not exceeding 15 metres above ground level and/or located on a property owned by the City of Clarence-Rockland.
  - (w) Public Authority works such as a pumping station or utility installation.
  - (x) A community building in a public park, a seasonal dome over an existing outdoor field or court, an outdoor farmer's market, a seasonal garden centre in a parking lot or other temporary special event where written permission is obtained from the appointed officer(s).
  - (y) Any addition or modification required pursuant to the *Fire Protection and Prevention Act* or *Accessibility for Ontarians with Disabilities Act (AODA)* including but not limited to disabled parking spaces, ramps and related signs.
  - (z) Any works to implement sustainable initiatives such as solar panels, wind turbine, electric vehicle charging stations, etc.
  - (aa) Permitted additions or alterations (including change of use) are only permitted once every twenty four (24) months, unless written permission is obtained from the appointed officer(s).
  - (bb) An accessory building or structure to a permitted use where the delegated official deems it to be minor.
  - (cc) Notwithstanding Section 6, site plan control is required where the approval of plans or drawings is required as a condition of provisional consent or a condition of a Minor Variance decision or otherwise required by the Official Plan of the United Counties of Prescott and Russell, the Official Plan of the Urban Area of the City of Clarence-Rockland (i.e. potential retrogressive landslide areas, heritage properties, protection of significant natural heritage features, etc.) or the Bourget Official Plan.
7. Where **there is a site plan agreement registered on title to the lot**, the following classes of development may be undertaken without the approval of plans and drawings otherwise required under subsection 41(4) or (5) of the *Planning Act*:

### **Residential**

- (a) A second unit or garden suite associated with a permitted residential use. Does not include an accessory dwelling associated with a non-residential use.
- (b) The addition of no more than four (4) parking spaces.
- (c) The addition to a dwelling unit where the size of the addition does not exceed the greater of:
  - (i) Fifty-five (55) square metres; or,
  - (ii) 30% of the existing floor area, to a maximum of fifty-five (55) square metres.
- (d) An accessory building or structure to a permitted residential use.

### **Retail Uses, Service Commercial Uses, Office Uses, Hospitality Uses or Mixed-Use**

- (e) The establishment of a temporary commercial patio that does not exceed thirty (30) square meters.
- (f) An addition or alteration (including change of use) to a retail, service commercial, office, hospitality, or mixed-use where:
  - (i) The size of the addition does not exceed the greater of:
    - a. Fifty-five (55) square metres; or,
    - b. 30 % of the existing floor area, to a maximum of fifty-five (55) square metres.
  - (ii) The addition or alteration (including change of use) does not accommodate the establishment on the lot of a new drive-through facility.
- (g) The addition of no more than four (4) parking spaces.

### **Employment, Institutional, Community, or Motor Vehicle Uses**

- (h) An addition or alteration to an employment, institutional, community or motor vehicle use where:
  - (i) The size of the addition does not exceed the greater of:
    - a. Fifty-five (55) square metres; or,
    - b. 30 % of the existing floor area, to a maximum of fifty-five (55) square metres.
  - (ii) The addition or alteration does not accommodate the establishment of a new:
    - a. Heavy industrial use (through rezoning)

- b. Marine facility
  - c. Medium industrial Use (through rezoning)
  - d. Motor vehicle dealership
  - e. Motor vehicle service station
  - f. Motor vehicle storage compound
  - g. Snow disposal facility
  - h. Waste (solid) disposal facility
  - i. Waste processing and transfer facility (non-putrescible)
  - j. Waste processing and transfer facility
- (i) The addition of no more than four (4) parking spaces.

### **Open Space Uses**

- (j) Agricultural and farm related buildings, building additions, building alterations or structures that are utilized in farming operations but not including agricultural related, on-farm diversified, agricultural commercial or industrial operations such as farm equipment sales and service, farm supply sales and agricultural storage, service or supply establishments.
- (k) Equestrian establishment.
- (l) Open space uses where:
- (i) The size of the addition does not exceed the greater of:
    - a. Fifty-five (55) square metres; or,
    - b. 30 % of the existing floor area, to a maximum of fifty-five (55) square metres.
  - (ii) The addition does not accommodate the establishment on the lot of a new:
    - a. Boarding kennel
    - b. Campground
    - c. Ecotourism facility
    - d. Golf course
    - e. Salvage yard
    - f. Storage yard

### **Parking**

- (m) A change to a commercial parking area so long as no more than five (5) parking spaces are added.

### **Temporary Uses**

- (n) A temporary building or structure that is designed, constructed and placed on the land in a manner which permits its removal after a period of time not to exceed one hundred and twenty (120) consecutive days.
- (o) The placement of a portable classroom on a school site of a district

school board if the school site was in existence on January 1, 2007.

### **Other**

- (p) The addition or alteration of a building or structure forming part of a transit network.
- (q) A communication tower not exceeding 15 metres above ground level and/or located on a property owned by the City of Clarence-Rockland.
- (r) Public Authority works such as a pumping station or utility installation.
- (s) A community building in a park, a public or private park, a seasonal dome over an existing outdoor field or court, an outdoor farmer's market, a seasonal garden centre in a parking lot or other temporary special event where written permission is obtained from the appointed officer(s).
- (t) Any addition or modification required pursuant to the *Fire Protection and Prevention Act* or *Accessibility for Ontarians with Disabilities Act (AODA)* including but not limited to disable parking spaces and related signs.
- (u) Any modification to implement sustainable initiatives such as solar panels, wind turbine, electric vehicle charging stations, etc.
- (v) Permitted additions or alterations (including change of use) are only permitted once every twenty four (24) months, unless written permission is obtained from the appointed officer(s).
- (w) Notwithstanding Section 7, site plan control is required where the approval of plans or drawings is required as a condition of provisional consent or a condition of a Minor Variance decision or otherwise required by the Official Plan of the United Counties of Prescott and Russell, the Official Plan of the Urban Area of the City of Clarence-Rockland (i.e. potential retrogressive landslide areas, heritage properties, protection of significant natural heritage features), or the Bourget Official Plan.
- (x) An accessory building or structure to a permitted use where the delegated official deems it to be minor.

### **REPLACE OR REBUILD**

8. Despite Sections 6 and 7, any development subject to site plan control that is damaged or destroyed by fire or natural hazard may be replaced or rebuilt without the need for site plan approval if it is within the same building envelope that existed before the damages occurred, the use does not required the addition of four (4) or more parking spaces and no new dwelling

units or lodging units are created.

### **MINOR DEVIATIONS**

9. Any deviation from any dimension deemed minor by the appointed officer(s) so long as the deviation does not result in a violation of any by-law requirement of the City of Clarence-Rockland.

### **PROVISION AND MAINTENANCE OF FACILITIES, ROAD WIDENINGS, ETC.**

10. As a condition to the approval of the plans and drawings referred to in subsection 41(4) of the Act, the Owner of the land shall hereby:
  - (a) Provide at no expense to the Corporation the facilities, works or matters mentioned in clause 41(7)(a) of the Act approved in accordance with Section 41 of the Act and shown on the approved plans and drawings and in the development agreement; and
  - (b) Maintain at the sole risk and expense of the Owner the facilities or works mentioned in paragraphs 2, 3, 4, 5, 6, 7, 8 and 9 and clause 41(7)(a) of the Act and shown on the approved plans and drawings in the development agreement, approved in accordance with Section 41 of the Act, including the removal of snow from access ramps and driveways, parking and loading areas and walkways.

### **REQUIREMENT FOR SITE PLAN APPROVAL**

#### **PRE-CONSULTATION**

11. Prior to the submission of any application for site plan control approval, the owner shall formally consult with the City, or their designate, for the purposes of identifying the need for and scope of any information and material necessary for consideration of the site plan control application.

#### **CONSULTATION WITH UPPER-TIER**

12. The City shall not approve any application for site plan control approval until the United Counties of Prescott and Russell has been advised of the proposed development and afforded a reasonable opportunity to require the owner of the land to:
  - (a) Provide to the satisfaction of and at no expense to the United Counties of Prescott and Russell any or all of the following:
    - (i) subject to subsection 41 (9) of the *Planning Act*, widenings of highways that are under the jurisdiction of the United Counties of

Prescott and Russell and that abut on the land;

- (ii) subject to the *Public Transportation and Highway Improvement Act*, where the land abuts a highway under the jurisdiction of the United Counties of Prescott and Russell, facilities to provide access to and from the land such as access ramps and curbings and traffic direction signs;
  - (iii) where the land abuts a highway under the jurisdiction of the United Counties of Prescott and Russell, off-street vehicular loading and parking facilities, either covered or uncovered, access driveways, including driveways for emergency vehicles, and the surfacing of such areas and driveways;
  - (iv) where the land abuts a highway under the jurisdiction of the United Counties of Prescott and Russell, facilities designed to have regard for accessibility for persons with disabilities;
- (b) enter into one or more agreements with the United Counties of Prescott and Russell dealing with and ensuring the provision of any or all of the facilities, works or matters mentioned in clause (a) or (c) and the maintenance thereof at the sole risk and expense of the owner, including the removal of snow from access ramps and driveways and parking and loading areas; and
  - (c) subject to subsection 41 (9.1) of the *Planning Act*, convey part of the land to the United Counties of Prescott and Russell to the satisfaction of and at no expense to the municipality for a public transit right of way.

#### **APPLICATION FOR APPROVAL**

13. Every site plan application shall be accompanied by the following plans, specifications, documents and information:
  - (a) the plans referred to in Paragraph 1 of Subsection 41(4) of the Act, showing all facilities and works to be provided in conjunction with the building or structure and all facilities, works and matters referred to in Clause 41(7)(a) of the Act;
  - (b) the drawings referred to in Paragraph 2 of Subsection 41(4) of the Act;
  - (c) where required under clause 12(b) of this by-law one or more agreements with the Corporation generally in the form in Schedule 2 of this by-law dealing with the provision and maintenance of the facilities and works to be provided in conjunction with the building or structure and the facilities, works and matters mentioned in Subsection 41(7) of the Act in accordance with the plans and drawings approved pursuant to the Act;

- (d) where required under an agreement referred to in clause (c) cash or an irrevocable letter of credit in favour of the Corporation in accordance with Council's security policy to protect the Corporation in respect of its liability for holdback and costs under Subsection 17(4) of the *Construction Lien Act, 1990* and to assure satisfactory provision and maintenance of the facilities and works and matters mentioned in Subsection 41(7) of the Act in accordance with the plans and drawings approved pursuant to the Act; and
- (e) all reports and studies required on the record of consultation or during review.

### **DELEGATION TO APPOINTED OFFICERS**

- 14. All of the Council's powers or authority under Section 41 of the Act, except the authority to define any class or classes of development as mentioned in Clause 41(13)(a) of the Act, and development within the Urban Core Area, are hereby delegated to and may be exercised by one or more of the appointed officers of the Corporation identified in Schedule 1 to this by-law.
- 15. The Council hereby appoints each appointed officer to be appointed officers to sign and deliver, together with another one of the appointed officers, for and in the name and behalf of the Corporation agreements generally in the form in Schedule 2 to this by-law, and such agreements shall be binding upon the Corporation without any further authorization or formality.

### **EXERCISE OF POWERS**

- 16. The exercise of the powers, authority or appointment delegated or made under Section 14 and 15 of this by-law is subject to the following:
  - (a) An appointed officer shall approve the plans and drawings referred to in Subsection 41(4) of the Act except where,
    - (i) the proposed facilities, works or matters shown on the plans and drawings are not consistent with the Provincial Policy Statement, do not conform with the policies of the Official Plans or other Council approved policy, do not comply with the Zoning by-law or any other applicable by-law.
    - (ii) where submission requirements of the application under Section 13 of this by-law are incomplete.
  - (b) As a condition to the approval of plans and drawing referred to in Subsection 41(4) of the Act, the appointed officer may require that the Owner of the land enter one or more agreements referred to in Paragraph 13(c) of this by-law.

- (c) The powers or authority under Clauses 41(7)(b) and (c) of the Act with respect to any facilities, works or matters mentioned in Paragraphs 1, 2, 3, 7, 8 and 9 of Clause 41(7)(a) of the Act shall be exercised by an appointed officer on the advice of the City Engineer or his delegate.
- (d) The form or wording of the Agreement in Schedule 2 shall be used with such variations or modifications as circumstances may require so long as the substance is not changed or affected and any variance from Schedule 2, not being in manner or substance, does not affect the regularity of any agreement. In addition to this, other clauses may be added as required by the appointed officer.
- (e) Public meetings.
  - (i) At the time of considering a rezoning of a property or properties, the Planning Committee may as part of their recommendation to City Council require that a site plan public meeting be held to receive comments regarding the site plan, building elevations, landscape plan and any requirements of the development agreement by placing a holding provision with the proposed zone without further notice or by adding a direction for staff to hold a public meeting at Planning Committee and based on the one or more public meetings Council should advise the appointed officer of any items to consider in their review as raised by the public and/or as advised by Council;
  - (ii) In some cases, Official Plan policies may require a site plan public meeting. In these cases the appointed officer(s) will request that the Planning Committee convene a public meeting on behalf of the appointed officer(s) to obtain input from the public and receive advice from Council and subsequently report to the appointed officer(s) the results of the public meeting and any comments of Council;
  - (iii) City Council may by resolution revoke delegated authority and require a public meeting. The Planning Committee shall convene the public meeting and the Owner (or agent) shall be given an opportunity to present their development. The Planning Committee shall provide a recommendation to Council concerning the approval of the plans and drawings pertaining to the development and any requirements under Subsection 41(7) of the Act, including the provision of any required agreement;
  - (iv) In any case where development has been the subject of a public meeting and that development does not proceed, a further public meeting will be required when a new or revised site plan application is made for the same lands. In cases where an application is made to make minor amendments in keeping with the general intent of the plans approved by Council, the appointed officer(s) may approve these changes and may add any additional

clauses to the agreement without the need for a further public meeting except as otherwise directed by Council.

### **EXECUTIVE ACTS AUTHORIZED**

17. The Mayor and the City Clerk are hereby authorized to execute on behalf and under the seal of the Corporation any document necessary to give further effect to the provision of this by-law, when the appointed officers' authority has been revoked.

### **LETTERS OF UNDERTAKING**

18. In the case of a residential development, a letter of undertaking may be provided as an alternative to a site plan control agreement where,
  - (a) easements or conveyances are not required to be made to the City after issuance of the building permit;
  - (b) the owner is not required to enter into other related development agreements (i.e. encroachment agreement) with the city after the issuance of the building permit;
  - (c) special conditions have not been imposed that require an agreement for purposes of enforcement and notification of subsequent owners of the conditions; and,
  - (d) the total amount of securities to be provided to the City does not exceed \$50,000.
19. In the case of non-residential development, a letter of undertaking may be provided as an alternative to a site plan control agreement where,
  - (a) easements or conveyances are not required to be made to the City after issuance of the building permit;
  - (b) the owner is not required to enter into other related development agreements with the city after the issuance of the building permit; and
  - (c) special conditions have not been imposed that require an agreement for purposes of enforcement and notification of subsequent owners of the conditions.
  - (d) the total amount of securities to be provided to the City does not exceed \$50,000.

## **ENFORCEMENT**

### **CONFLICT OF LAWS**

20. In the event of conflict between the provisions of any guidelines or standards and any applicable zoning by-law or federal or provincial statute or regulation, the provisions of the zoning by-law or federal or provincial statute or regulation shall apply.

### **DEVELOPMENT WITHOUT APPROVED PLANS**

21. Every person who, without having plans or drawings approved in accordance with Section 41 of the Act, undertakes any development in the site plan control area designated by this by-law pursuant to Section 67 of the Act, is guilty of contravening Section 41 of the Act.

### **FAILURE TO PROVIDE OR MAINTAIN FACILITIES, ETC.**

22. Every person who undertakes any development in the site plan control area designated by this by-law without providing or maintaining any of the facilities, works or matters that are mentioned in Clause 41(7)(a) of the Act and that are required by the Corporation under that clause as a condition to the approval of plans or drawings in accordance with Section 41 is, pursuant to Section 67, guilty of contravening Section 41 of the Act.

### **LIENS**

23. When Council causes any work to be done pursuant to any approval provided for in this by-law, the City shall have a lien for any amount expended by or on behalf of the City and for an administrative fee of ten percent of any amount expended by or on behalf of the City, and the certificate of the City Clerk as to the total amount expended shall be admissible as evidence as prima facie proof of the total amount expended and such total amount together with the administrative fee shall be deemed to be municipal real property taxes and shall be added to the collector's roll of taxes to be collected and shall be subject to the same penalty and interest charges as real property taxes and shall be collected in the same manner and with the same remedies as real property taxes.
24. Before the certificate of the City Clerk is issued under Section 23 of this by-law, an interim certificate shall be delivered to the owner of the property that is subject to the lien, as well as to all prior mortgagees or other encumbrances and the affected owner, mortgagees or other encumbrances shall have two weeks from the date of receipt of the interim certificate to appeal the amount shown thereon to Council.

**FAILURE TO ENTER INTO AGREEMENT**

25. Every person who undertakes any development in the site plan control area designated by this by-law without entering into one or more agreements with the Corporation that deal with or ensure the provision or maintenance of any of the facilities, works or matters and that the person is required by the Corporation to enter into under that subsection as a condition to the approval of plans and drawings in accordance with Section 41 of the Act is, pursuant to Section 67 of the Act, guilty of contravening Section 41 of the Act.

**PENALTY UPON CONVICTION**

26. Every person who is convicted of an offense under Section 41 of the Act is liable to a fine or penalty prescribed by Section 67 of the Act.

**REPEAL**

27. By-law 2013-05, as amended, being a by-law to establish Site Plan Control is hereby repealed.

**ENACTED AND PASSED THIS 13 DAY OF AUGUST, 2018.**

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**Guy Desjardins, Mayor**

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**Monique Ouellet, Clerk**

**SCHEDULE "1"**

Delegated officials to By-law No. 2018-22

List of appointed officers of the Corporation identified by position occupied to whom Council's powers or authority under Section 41 of the Act have been delegated.

- Manager of Development and Director Infrastructure and Planning(Letter of Undertaking)
- Director Infrastructure and Planning (Site Plan Agreement). In the absence of the Director, the Manager of Planning.

**SCHEDULE "2"**  
**SITE PLAN AGREEMENT**



«AddressBlock»

**BETWEEN**

**NAME OF OWNER(S)**

**AND**

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

**FILE NO.:** [Click here to enter text.](#)

**Date**

**This AGREEMENT made on the Date**

**BETWEEN:** **[NAME OF REGISTERED PROPERTY OWNER]**  
**A company incorporated under the laws of the**  
**Province of Ontario**

**HEREINAFTER CALLED THE "OWNER"**  
**OF THE FIRST PART**

**AND:**

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

**HEREINAFTER CALLED THE "CITY"**  
**OF THE SECOND PART**

**WHEREAS** the City of Clarence-Rockland has enacted Site Plan Control By-law pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended;

**AND WHEREAS** the Owner is the Owner of the lands and premises, more particularly described in the Schedule hereto annexed and marked "A", and which are hereinafter referred to as the "Site";

**AND WHEREAS** the Owner and the City have agreed to certain matters hereinafter expressed relating to the planning and development of the said lands pursuant to the City's Site Plan Control By-law, as amended, and approved on [insert date]:

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the approval of the plans for the development on the subject parcel of land by the City and the sum of One Dollar (\$1.00) of lawful money of Canada paid by the City to the Owner, the receipt whereof is hereby acknowledged, and other good and valuable consideration, the parties hereto agree to the following terms and conditions:

## **1. DEFINITIONS**

In this Agreement:

**"ACCEPTANCE"** means the date on which the City accepts all Works and obligations which are constructed, installed, supplied or performed by the Owner pursuant to this Agreement and further referred to in this Agreement;

**"AGREEMENT"** means this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out therein;

**"APPROVAL"** means the date on which the City is satisfied that certain Works have been constructed, installed or performed to the satisfaction of the City, and further referred to in this Agreement;

**"AS-BUILT"** means a revised set of drawings submitted by the Owner upon

completion of a project reflecting all changes made in the specifications and working drawings during the construction process, and showing the exact dimensions, geometry, and location of all elements of the Works completed during construction, as certified by an Ontario Land Surveyor or a Professional Engineer, licensed in the Province of Ontario;

**"CHIEF BUILDING OFFICIAL"** shall mean the senior officer of the Construction Division of the Infrastructure and Planning Department or his/her designate;

**"CITY"** means the Corporation of the City of Clarence-Rockland and includes its successors and assigns and its officers, employees, agents, contractors and subcontractors;

**"CITY ENGINEER"** means the engineer of the Corporation of the City of Clarence-Rockland for the time being or such other person or persons designated;

**"CITY SPECIFICATIONS OR STANDARDS"** means the detailed description of construction materials, workmanship and standards of Works to be carried out by the Owners as prescribed by the City and its amendment from time to time by the City and which are hereby incorporated by reference and to and shall form part of this Agreement as though the same were attached thereto;

**"CITY TREASURER"** shall mean the Treasurer of the Corporation of the City of Clarence-Rockland for the time being or such other person or persons so designated;

**"DIRECTOR, INFRASTRUCTURE AND PLANNING"** shall mean the senior officer of the Infrastructure and Planning Department or his or her designate;

**"LANDSCAPE ARCHITECT"** means a landscape architect in good standing with the Ontario Association of Landscape Architects or the Canadian society of Landscape Architects;

**"LETTER OF CREDIT"** means a letter of credit provided by the Owner to the City in accordance with the requirements of Section 10 of this Agreement;

**"MAINTAIN"** includes repair, replace, reinstate and/or keep operational;

**"OWNER"** means the party of the First Part, its heirs, executors, administrators, successors and assigns and agents thereof or contractor or subcontractor carrying out the Works for or on behalf of the Owner;

**"PLAN" OR "SITE PLAN"** means the Site Plan Approval by Council or a delegate of Council to act in the capacity of Council and includes the land described in Schedule "A";

**"ROAD"** means those public roads or any part thereof, any daylighting triangles, and any areas of road widening shown or laid out on the Site Plan. The use of "Street" or "Public Highway" shall be synonymous with "Road";

**"WORKS"** means those services, installations, structures, buildings and other works listed in and required by this Agreement.

## **2. DESCRIPTION OF LANDS**

The lands to which this Agreement shall apply are those described in Schedule "A" hereto, and may be referred to herein as "site", "development", "subject lands", or "lands".

## **3. SCOPE OF WORKS AND CONFORMITY**

The Owner acknowledges and agrees to construct and maintain the proposed development in conformity with this Agreement and Schedules attached hereto, at its sole expense. It is understood and agreed that written approval of the City, in a form determined solely by the City, is required prior to any departure from the specifications of this Agreement and Schedules.

## **4. COPIES OF PLANS TO BE KEPT ON SITE**

Legible copies of the approved plans shall be kept on site throughout the period of construction for the guidance of City staff and those employed to construct the Works. Legible large scale copies of the said plans shall be available from the offices of the Director of Infrastructure and Planning.

## **5. ENTIRE APPROVAL/REVISIONS TO PLANS**

The Owner acknowledges and agrees that the provisions of this Agreement do not comprise the entire site plan approval and reference must be made to the actual approval document, obtained from the Director of Infrastructure and Planning, and the Owner acknowledges and agrees to satisfy all conditions of approval and abide by all municipal by-laws, statutes, and regulations. The Owner further acknowledges and agrees that reference must be made to the latest approved plans containing any approved revisions. These approved revised plans shall also be kept in accordance with Clause 4 of this Agreement.

## **6. GENERAL**

- a) The Owner shall not call into question, directly or indirectly, in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition herein contained.
- b) The Owner covenants and agrees with the City that if the Owner sells or conveys the lands herein described as the "Site" or any part thereof; that each Deed or Grant document shall contain a covenant on the part of the Grantee in such Deed binding itself, its heirs, executors, administrators, successors and assigns to the terms of this Agreement. Furthermore, the carrying out of the Works and obligations of the Owner under this Agreement shall include a similar covenant in all subsequent Deeds of Grant of the said lands until the Works and obligations of the Owner under this Agreement

have been fully performed. All covenants and Agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands herein described and every part thereof.

- c) The Owner agrees that there will be no subdivision of the lands herein described on Schedule "A" except by application pursuant to the provisions of the *Planning Act*, R.S.O. 1990, c. P.13, as amended.
- d) The Owner covenants and agrees to satisfy all conditions of approval and abide by all municipal by-laws, statutes and regulations.
- e) The Owner shall provide and maintain the number of parking spaces or areas that are required for the proposed use of the Site pursuant to the provisions of the City's Zoning By-law, for the sole use of the Owner, occupants, or other persons entering upon or making use of the said premises.
- f) The Owner further agrees to compensate the City with a cash payment-in-lieu of parking for any number of parking space(s) or area(s) that cannot be provided on the Site due to a change of use or uses before, during or after completion of this Agreement, subject to the approval of the City.

## **7. BUILDING AND PLANNING REQUIREMENTS**

- a) The property and buildings subject to this Agreement shall be maintained per the provisions of this Agreement as well as being in compliance with any Property Standards By-law adopted by the City of Clarence-Rockland Council. The Owner shall repair and maintain at all times and to the satisfaction of the City, all buildings located on the subject property together with all parking areas, loading bays, aisles, accesses and landscaping.
- b) The Owner covenants and agrees to pay to the City the development charges which are established by By-Law of the Council of the City and said charges shall be those in effect on the date of issuance of a building permit for which an application has been made.
- c) The Owner and its successors and assigns covenant and agrees to inform prospective purchasers of the development charges that have been paid or which are still applicable. The applicable development charges shall be states as of the time of the conveyance of the relevant land and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to change in accordance with the *Development Charges Act, 1997, S.O. 1997, c.27*, as amended, and the *Education Act, R.S.O. 1990, c.E.2*, as amended, Part IX, Division E.
- d) The Owner covenants and agrees to pay to the City all applicable connection charges which are established by By-Law of Council of the City of Clarence-Rockland and said charges shall be those in effect on the date of the issuance of a building permit for which an application has been made.

- e) The Owner agrees that all electric installations throughout any building or structure on the property shall use exclusively copper wiring and unless the City is satisfied that the plans and specifications for any building or other structure do call for such exclusive use of copper wiring it may refuse to issue a building permit.
- f) The City may designate points of access for construction vehicles to the Site during the period of construction. The Owner may also be required to erect at its expense, at locations determined by the City, signs to prevent construction vehicles from using the roads other than the approved route.
- g) The Owner shall provide adequate parking facilities on-site or other approved locations where workers employed on the Site shall be required to park their vehicles, except for those times when reasonable access to the Site is not available due to services or street construction in the public street or except as may be authorized in writing by the City.
- h) Where any road has been used for the provision of access to a construction site and has been damaged by the Owner, or any employees or authorized agents of the Owner as a result of such use, the Owner shall restore or reconstruct it to its former state to the satisfaction of the City.

## **8. REGISTRATION AND ISSUANCE OF BUILDING PERMITS**

The City shall cause this Agreement to be registered against the lands to which it applies immediately following the execution by the parties hereto and the Owner agrees not to register any other instrument against the subject lands until this has been accomplished. The Owner may apply for, but not request nor require the City to issue building permits for the construction of the Works on the subject lands, until this agreement has been signed and until all the payments and performance deposits required of the Owner by the terms and conditions of this Agreement have been made.

## **9. SERVICING AND EASEMENT REQUIREMENTS**

- a) It is hereby agreed that the Owner shall be responsible to provide, at its own expense all connections to the municipal water and sewer systems. All such connections shall be subject to the approval and inspection of the City. The City shall make its best efforts to carry out these inspections within seventy-two (72) hours of the City receiving written notice from the Owner or at some other time as may be agreed upon by the parties.
- b) The Owner shall provide, dedicate, and register such easements to the City which may be required for water, sewer, drainage or other purposes related to the development of the Owner's lands. Copies of any and all plans and registration documents shall be provided to the City by the Owner.
- c) The Owner shall provide, prior to occupancy and at its own expense, a storm water control system, the design of which shall be submitted as part of the grading and drainage plan with all supporting calculations for approval by the

City.

- d) The Owner shall be responsible for the repair and maintenance of the temporary storm water erosion control system of the Site which prevents the transfer of solids to any storm sewer through the period of construction and preventing run-off from entering public water courses or storm drainage facilities at a rate in excess of that consistent with sound engineering practice. All identified erosion control measures installed during construction shall remain in place and be maintained during the time of any and all construction on the site. All temporary erosion control measures shall be removed at the time of completion of the Site Plan.
- e) The Owner agrees to clean out and remove solids accumulated in the sumps of catch basins and further agrees that the City shall be permitted lawful entry onto the Site in order to examine and adjust, at the Owner's expense, all storm water management devices that do not then conform to the requirements of this Agreement, provided that, if upon examination, the City determines that the devices are not in conformance with this Agreement, the City shall not enter to complete the adjustments aforesaid unless it has given prior written notice to the Owner and an opportunity to rectify the defect, all in accordance with Clause 16(a) provided further that if, in the opinion of the City, the non-conformance presents an emergency, the City may, without notice to the Owner enter upon the Site to complete the required adjustments at the Owner's expense.

## **10. FINANCIAL REQUIREMENTS**

### **a) Payment**

The Owner shall pay to the City, by cash or certified cheque, the charges and fees, as set out in Schedule "B" attached hereto and other financial requirements including but not limited to reasonable administrative fees, legal fees, planning and engineering fees, development charges, road cuts and building permit fees that may be required of the City as established by by-law or resolution of the Council from time to time, which pertain to this development and are not specifically referred to herein. It is the Owner's responsibility to verify which financial requirements are applicable to this development and the Owner shall pay same when required by the City.

### **b) Performance Deposits**

All Works required to be provided and maintained by the Owner at its sole risk and expense and shall be to the satisfaction of the City. In order to ensure that such Works are provided and maintained by the Owner, before this Agreement is executed by the City, the Owner shall deposit with the City, a sum in cash, certified cheque or by irrevocable letter(s) of credit in a form approved by the City Treasurer, which deposit however made, may be referred to hereafter as a "performance deposit" or "performance redeposit", equal to fifty percent (50 %) of the estimated cost of the Works and 100% of the required offsite Works to be done by the Owner, such cost of

construction and installation of the Works being shown in Schedule "B" hereto annexed. If the Owner satisfies the provisions of this clause by depositing irrevocable letters of credit with the City they must be in the form set out in Schedule "C" annexed hereto.

**c) Letters of Credit - Renewal**

If the Owner satisfies the provisions of Clause 10 (b) by depositing irrevocable letter(s) of credit or cash with the City, the following provisions shall apply:

- i. Until the Acceptance or Approval of all Works required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the City, it will be a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the existing or any expiration date thereof, unless at least ninety (90) days prior to any such future expiration date, the financial institution which issued the letter of credit notifies the City in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.
- ii. Until the Acceptance or Approval of all Works required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the City, the irrevocable letter(s) of credit shall continue to be automatically extended in the same manner as provided in sub-clause (i) hereof.
- iii. If the Owner and/or financial institution fails to extend the letter(s) of credit as required under sub-clauses (i) and (ii) hereof as required by the City, such failure shall be deemed to be a breach of this Agreement by the Owner, and the City, without notice to the Owner may call upon any part of the whole amount of the existing letter of credit notwithstanding anything herein otherwise contained. Any amount received by the City shall be held by the City in the same manner as if it had originally been cash deposited under the provisions of Clause 10 b).

**d) Taxes**

The Owner shall pay all arrears of taxes outstanding against the lands prior to the execution of this Agreement. The Owner shall pay all taxes levied or to be levied on the lands on the basis of and in accordance with assessment and the collector's roll entries until such time as the lands have been reassessed and re-entered on the roll.

**11. INSURANCE POLICY**

The Owner shall provide on or before the execution of this Agreement, and continue in force until such time as all obligations under this Agreement are satisfied the following insurance:

- a) Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions by the Owners and those parties which the Owner is legally liable relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

The policy shall have no exclusion pertaining to shoring, blasting, excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunnelling and grading.

Coverage shall include Limited Pollution - \$1,000,000. Sub-Limit Sudden & Accident subject to 120 hour reporting.

The policy shall provide coverage against claims for all damage or injury including death to any person or persons, for damage to any property of the City or any other public or private property resulting from or arising out of any negligent act or omission on the part of the Owner, their officer, employees, contractors, sub-contractors or those parties which they are legally responsible arising from the construction, installation or maintenance of any Work to be performed upon public rights-of-way pursuant to this Agreement. The policy shall include completed operations coverage for 24 months and shall be maintained in full force until final acceptance of the Work by the City.

Such insurance shall add the Corporation of the City of Clarence Rockland as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City.

Any Deductible shall be the sole responsibility of the Owner and the City shall bear no responsibility for the deductible.

- b) Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss.

The above noted policies shall not be cancelled, altered or lapsed unless the Insurer notifies the City in writing at least ninety (90) days prior to the effective date of any material change, cancellation or termination.

Prior to commencement of work, the owner shall furnish to the City with a

certificate of insurance evidencing the above noted insurance. The City reserves the right to request certified copies of the policies confirming the aforementioned insurance. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the City.

Approval of the insurance by the City shall not relieve or decrease the liability of the Owner hereunder.

c) Indemnification / Holdless Agreement

The Owner shall defend, indemnify and save harmless Corporation of the City of Clarence-Rockland, their elected officials, officers, and employees, from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the owner, their directors, officers, employees, contractors, subcontractors, and those parties whom they are legally responsible in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

The Owner agrees to defend, indemnify and save harmless Corporation of the City of Clarence-Rockland from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Owners status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Owner in accordance with this Contract, and shall survive this Contract.

## **12. FAILURE TO COMPLY**

The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the City taking such action to enforce compliance, as deemed appropriate by the City.

## **13. IMPLEMENTATION OF REPORTS AND STUDIES**

All reports and/or studies required as a result of the Works in this Agreement shall be implemented to the City's satisfaction at the sole expense of the Owner.

## **14. COMPLETION TIME LIMIT**

Failure by the Owner to complete all Works required by this Agreement within the time limit specified in Schedule "B" hereof or as extended, in writing, by the

Director of Infrastructure and Planning, at his sole discretion, shall constitute a default, in which case the City may avail itself of the remedies hereinafter prescribed or available to it in law.

## **15. EXPIRY**

If a building permit has not been issued within two years of the date of signing this Agreement by the Owner, the approval inherent herein shall be null and void, at the City's discretion, unless an extension is granted in writing by the Director of Infrastructure and Planning.

## **16. DEFAULT**

- a) In the event of a default by the Owner or its assigns in the provision and maintenance of all Works required to be done by the Owner pursuant to this Agreement, the City may enter upon the lands and complete all Works that are in default, at the expense of the Owner. The City may authorize the use of any or all of the performance deposit(s) held by the City pursuant to Clause 10 (b), to pay for the cost to the City of carrying out of such matters or things. "Cost" and "expense of the Owner" in this Clause shall be actual cost incurred by the City plus twenty-five percent (25 %) of such cost as a charge for overhead and administration fees. Any costs incurred by the City pursuant to this clause which are in excess of the amount of a deposit held by the Corporation pursuant to clause 11(b) shall be paid by the Owner to the City within thirty (30) days of the mailing of an invoice by the City, for such amount in excess, addressed to the Owner at its last known address. Any costs referred to in this clause may be recovered by the City in like manner as municipal taxes pursuant to the provisions of Section 446(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended.
- b) The total cost for Works upon which the performance deposit is based, is the sum of the estimated cost of each of the Works to be provided by the Owner, to the satisfaction of the Director Infrastructure and Planning, as described in Schedule "B" herein. Nothing contained herein shall be construed as limiting the use of the deposit on a proportional basis in the event of a default by the Owner, but rather the whole or such part of the performance deposit, as deemed necessary by the City, may be used to rectify the default.

## **17. RELEASE OF PERFORMANCE DEPOSIT**

On Acceptance or Approval of all Works to be provided and maintained by the Owner in accordance with this Agreement, the Owner shall be entitled to have released to it the performance deposit then held by the City.

## **18. PARTIAL RELEASE OF PERFORMANCE DEPOSIT**

- a) One partial release of the performance deposit may be permitted prior to final inspection and Approval as described in Clause 19 (Inspection – Release of Performance Deposit). Until final release of the performance deposit, the

Owner agrees that the City shall retain a minimum performance deposit in an amount that is the greater of 10% of the total amount of the performance deposit required by Schedule "B" herein, or five thousand (\$5,000.00) Dollars.

- b) If the performance deposit is less than five thousand (\$5,000.00), the full amount shall be retained until final release.

#### **19. INSPECTION - RELEASE OF PERFORMANCE DEPOSIT**

The Owner acknowledges and agrees that it is the Owner's responsibility to make an application to the Director of Infrastructure and Planning for the inspection of any completed Works for which the Owner wishes the release of a performance deposit. Said application must be submitted at least sixty (60) days prior to the expiry of any letter of credit held as a performance deposit by the City. Inspections for the release of a performance deposit will not be undertaken during winter conditions. The City shall use all reasonable efforts to reply to requests in a timely manner.

#### **20. TRANSFER OF PERFORMANCE DEPOSIT**

The Owner acknowledges and agrees that the City shall hold in its possession the Performance Deposit until completion of the Works in accordance with the approved Plans to the satisfaction of the City. The Owner covenants and agrees:

- a) that it shall be responsible to arrange for the transfer or replacement of the performance deposit provided to the City prior to the sale or transfer of the Owner's lands;
- b) that if the performance deposit has not been replaced prior to the sale or transfer of the Owner's lands, the City may, to the benefit of the new registered owner, apply the deposit for any Works as approved by the City which have not been completed pursuant to the Plans, and for this purpose, the City Treasurer is hereby authorized to call in letters of credit or other deposit provided. The City may refuse any or all necessary Building Permits until such time as a new Letter of Credit to the satisfaction of the Director of Infrastructure and Planning, is provided by the subsequent new Owner (s). The balance of deposit held, if any, will be refunded to the Owner who provided the deposit, upon Acceptance and Approval of the Works to the satisfaction of the City.

#### **21. CONTINUED MAINTENANCE AFTER RELEASE OF PERFORMANCE DEPOSIT**

- a) While this Agreement is in effect, the Owner shall maintain all site specific and surrounding landscaping, including all road allowances abutting the lands, so as to provide a neat and tidy appearance, to a standard satisfactory to the Director of Infrastructure and Planning. Maintenance shall include but not be limited to the regular watering, weeding, and cutting or pruning of all grass, shrubs and trees. All other landscape materials, such as fencing and walkway surfaces, shall similarly be maintained in a manner

satisfactory to the City. All grass, shrubs, and trees shall be replaced if they become unhealthy or die. Any vegetation, which by its size or nature creates a hazard or becomes a nuisance, shall be replaced with planting materials approved by the City. All curbs, asphalt, catch basins and other drainage facilities shall be maintained so as to ensure their continued, proper and safe functioning. All traffic aisles, parking stalls and accesses shall be kept free of snow and all painted markings shall be maintained so as to be clearly visible. All other matters and things to be provided and maintained by the Owner pursuant to this Agreement shall be so continually maintained to the satisfaction of the City.

- b) If, in the sole opinion of the City, the Owner has defaulted in the maintenance of Works to be provided, the Owner shall rectify, to the satisfaction of the City, all such Works as are in default, within sixty (60) days of mailing of a notification by the City addressed to the Owner at is last known address, or within a time deemed reasonable by the City and stipulated in writing. If, in the opinion of the City, the Owner has not rectified all such Work as are in default after said stipulated time period, the city may enter upon the lands and do all such Works as are in default, at the expense of the Owner. Actual cost incurred by the City in carrying out such Works plus 25% of such cost as a charge for overhead and administration, shall be paid by the Owner within thirty (30) days of mailing of an invoice by the City addressed to the Owner at its last known address or such costs may be recovered by the City in a like manner as municipal taxes pursuant to the provisions of Section 446(3) of the *Municipal Act, S.O. 2001, c. 25*, as amended.

**22. RELEASE OF PLANS**

The Owner hereby releases to the City its rights to any approved drawings that form part of this Agreement, for the purposes of tendering the construction upon any default of this Agreement. The Owner shall also ensure that appropriate releases to the City are obtained from the Owner’s consultants, if required.

**23. NOTICES**

Any notice required to be given herein shall be in writing and shall be delivered in person or by prepaid registered mail, to the attention of the Owner and/or the City as follows:

TO THE OWNER:

.....  
.....  
.....

or such other address as the Owner has notified the City Clerk in writing.

TO THE CITY:

CORPORATION OF THE CITY  
OF CLARENCE-ROCKLAND  
1560 LAURIER STREET  
ROCKLAND (ONTARIO) K4K 1P7

#### **24. SUBSEQUENT PARTIES AND GENDER**

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and all covenant and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands and every part thereof. All covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or the parties here to so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

#### **25. INDEMNITY**

The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title; covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or by reason of this Agreement and the construction and maintenance or the improper or inadequate construction and/or maintenance of Works.

#### **26. SCHEDULES**

The following Schedules are attached hereto and form part of this Agreement.

|                |  |
|----------------|--|
| Schedule "A" - | Description of the land to which this Agreement applies. |
| Schedule "B"-  | Performance Deposits and Fees/Financial Requirements     |
| Schedule "C" - | Form of Letter of Credit                                 |
| Schedule "D" - | City Standards and Specifications                        |
| Schedule "E" - | Site Specific Conditions                                 |
| Schedule "F" - | List of Approved Plans and Approved Reports              |
| Schedule "G" - | Consent of Mortgagee/Chargee or the lawyer form letter   |
| Schedule "H" - | Cost Sharing for Off-Site Improvements                   |

#### **27. CLAUSE HEADINGS**

All clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

**IN WITNESS WHEREOF** the Owner has hereunto affixed the Corporate Seal of the Company duly attested to by its proper signing officers in that behalf.

**DATED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

**SIGNED, SEALED AND DELIVERED in the presence of:**

Per: \_\_\_\_\_

**Name:**

**Title:**

Per: \_\_\_\_\_

**Name:**

**Title:**

**I/We have the authority to bind the Corporation**

**IN WITNESS WHEREOF** the City of Clarence-Rockland has hereunto affixed its Corporate Seal duly attested to by its Mayor and City Clerk or appointed officer(s).

**DATED AT THE CITY OF CLARENCE-ROCKLAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

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

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**We have the authority to bind the Corporation.**

**SCHEDULE "A"****DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES**

All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Clarence-Rockland, being composed of:

| <b>DESCRIPTION</b>   | <b>P.I.N.</b> |
|--|---------------|
| Part of Lot __, Concession __, name<br>Being Part __ on Plan __<br>City of Clarence-Rockland |               |

**SCHEDULE "B"**  
**PERFORMANCE DEPOSITS AND FEES/FINANCIAL REQUIREMENTS**

| <b><u>ESTIMATED COSTS OF WORKS TO BE CONSTRUCTED</u></b>      |                 |  |                              |                       |  |
|---|-----------------|--|------------------------------|-----------------------|--|
| <b>1. Estimated Costs of Works On-Site (Private Property)</b> |                 |  |                              |                       |  |
| <b>ITEM</b>   | <b>QUANTITY</b> |  | <b>PER<br/>UNIT<br/>COST</b> | <b>TOTAL<br/>COST</b> | <b>COMMENTS</b>                                |
| <b><u>Soft Servicing Items</u></b>                            |                 |  |                              |                       |  |
| Landscaping   |                 |  |                              |                       |  |
| Typical House Lot Grading                                     |                 |  |                              |                       |  |
| Fencing   |                 |  |                              |                       |  |
| Street Name Traffic Signs, Pavement Markings                  |                 |  |                              |                       |  |
| Parking Lot   |                 |  |                              |                       |  |
| Sidewalks   |                 |  |                              |                       |  |
| Miscellaneous   |                 |  |                              |                       |  |
| <b>SUB TOTAL FOR SOFT SERVICING ITEMS</b>                     |                 |  |                              | <b>\$0.00</b>         |  |
| <b><u>Hard Servicing Items</u></b>                            |                 |  |                              |                       |  |
| Noise Attenuation   |                 |  |                              |                       |  |
| Curbs   |                 |  |                              |                       |  |
| Roads   |                 |  |                              |                       |  |
| Service Laterals  |                 |  |                              |                       |  |
| Storm Sewers  |                 |  |                              |                       |  |
| Sanitary Sewers   |                 |  |                              |                       |  |
| Water   |                 |  |                              |                       |  |
| Retaining Walls   |                 |  |                              |                       |  |
| Miscellaneous   |                 |  |                              |                       |  |
| <b>SUB TOTAL FOR HARD SERVICING ITEMS</b>                     |                 |  |                              | <b>\$0.00</b>         |  |
| <b>TOTAL COST OF WORKS ON-SITE (Private Property)</b>         |                 |  |                              | <b>\$0.00</b>         | <b>Total Soft Servicing and Hard Servicing</b> |

## 2. Estimated Costs of Works Off-Site (Public Property)

| ITEM  | QUANTITY | PER UNIT COST | TOTAL COST    | COMMENTS                                       |
|---|----------|---------------|---------------|--|
| <b><u>Soft Servicing Items</u></b>                    |          |               |               |  |
| Landscaping   |          |               |               |  |
| Typical House Lot Grading                             |          |               |               |  |
| Fencing   |          |               |               |  |
| Street Name Traffic Signs, Pavement Markings          |          |               |               |  |
| Parking Lot   |          |               |               |  |
| Miscellaneous   |          |               |               |  |
| <b>SUB TOTAL FOR SOFT SERVICING ITEMS</b>             |          |               | <b>\$0.00</b> |  |
| <b><u>Hard Servicing Items</u></b>                    |          |               |               |  |
| Noise Attenuation                                     |          |               |               |  |
| Curbs   |          |               |               |  |
| Sidewalks   |          |               |               |  |
| Lighting  |          |               |               |  |
| Roads   |          |               |               |  |
| Service Laterals                                      |          |               |               |  |
| Storm Sewers  |          |               |               |  |
| Sanitary Sewers                                       |          |               |               |  |
| Water   |          |               |               |  |
| Roadway Modifications                                 |          |               |               |  |
| Retaining Walls                                       |          |               |               |  |
| Miscellaneous   |          |               |               |  |
| <b>SUB TOTAL FOR HARD SERVICING ITEMS</b>             |          |               | <b>\$0.00</b> |  |
| <b>TOTAL COST OF WORKS OFF-SITE (Public Property)</b> |          |               | <b>\$0.00</b> | <b>Total Soft Servicing and Hard Servicing</b> |

**SECURITIES AND CASH PAYABLE**

**1. Security Amount Required**

100% of Total Estimated Cost of Work on public property

\$ \_\_\_\_\_

50% of Total Estimated Cost of Works on private property

\$ \_\_\_\_\_

**TOTAL SECURITY BY LETTER OF CREDIT**

**\$ \_\_\_\_\_**

**2. Cash Payable**

**City Engineering Review Fee (By-law 2015-176)**

4% of the estimated cost of the site works up to  
\$100,000.00

\$ \_\_\_\_\_

Or

3% of the estimated cost of the site works between  
\$100,000.00 to \$500,000.00

\$ \_\_\_\_\_

Or

2% of the estimated cost of the site works over  
\$500,000.00

\$ \_\_\_\_\_

Minus (-) Original City Engineering Review Fee

\$1,000.00

(City Engineering Review Fee Deposit per By-law 2015-176)

Minus (-) Any and all consultant fees paid by the applicant

\$ \_\_\_\_\_

**Total City Engineering Review Fee**

\$ \_\_\_\_\_

**Special Charges**

Agreement Planning Fee

\$ \_\_\_\_\_

Cash-In-Lieu of Parkland

\$ \_\_\_\_\_

Parkland Assessment Fee (including HST)

\$ \_\_\_\_\_

Watermain Frontage Fee

\$ \_\_\_\_\_

Encroachment Fees

\$ \_\_\_\_\_

Engineering Peer Review Fees

\$ \_\_\_\_\_

Consultant Fees for review of plans and studies (unpaid)

\$ \_\_\_\_\_

Sanitary Sewer Fees

\$ \_\_\_\_\_

Storm Sewer Fees

\$ \_\_\_\_\_

Stormwater Development Charge

\$ \_\_\_\_\_

**Sub Total Special Charges:**

\$ \_\_\_\_\_

**TOTAL CASH PAYABLE BY CERTIFIED CHEQUE**

\$ \_\_\_\_\_

**COMMENTS:**

Prior to the execution of this Agreement, the Owner shall pay the City the said sum of \$\_\_\_\_\_, in accordance with Clause 10 – FINANCIAL REQUIREMENTS, contained herein.

3. **Time Limit for Completion of Works**

All Works for which performance deposits are required shall be completed within the following time limit from the date of registration of this Agreement, unless an extension is granted in writing by the Director of Infrastructure and Planning.

**Time Limit: 18 months**

City of Clarence-Rockland HST Registration  
Number: \_\_\_\_\_

**SCHEDULE "C"**  
**FORM OF LETTER OF CREDIT**

The Corporation of the City of Clarence-Rockland  
1560 Laurier Street  
Rockland, Ontario  
K4K 1P7

RE: Guarantee No.:  
Amount \$:  
Expiry Date:

Dear Sirs:

At the request of \_\_\_\_\_ (the "Customer") the Bank of \_\_\_\_\_ (the "Bank"), for valuable consideration, the receipt whereof is hereby acknowledged, by this letter of guarantee (the "Guarantee") irrevocably and unconditionally guarantees payment to you, the Corporation of the City of Clarence-Rockland (the "Corporation"), of a total amount of \$ \_\_\_\_\_.

This guarantee is issued in connection with the performance by \_\_\_\_\_ of all the terms of a Site Plan Agreement (the "Agreement") dated the \_\_\_\_\_.

A payment under this Guarantee shall be made before the expiry hereof upon your presenting to the Bank at its \_\_\_\_\_ Branch.

- (a) Your written demand for payment in the form described below.
- (b) This Guarantee.
- (c) Either
  - i. Vouchers paid by the Corporation certified by its Treasurer as having been paid by him on account of the Customer, for work, services or materials required to be performed or supplied under the said Agreement, or
  - ii. a letter from the Corporation certifying that the "Customer" is in default in performing or supplying work, services or materials required to be performed or supplied under the said Agreement whether or not the Corporation has itself already performed or supplied the same.

The said demand shall refer to this Guarantee by the above number, shall state the amount demanded and shall certify:

- (a) That the amount is due and payable to you by the Customer, and
- (b) That you have requested payment of the said amount from the Customer and have not received payment, and
- (c) That the amount remains unpaid thirty (30) days after mailing of written demand.

Upon receipt by the Bank at the said Branch of the said demand and the other document(s) referred to above on/or before the Expiry Date, the Bank shall pay to you

the amount stated in the said demand to be payable to you by way of the Bank's draft without enquiring whether you have a right to such amount as between yourself and the Customer, provided that such amount, together with other amounts paid to you under this Guarantee, if any, does not exceed in the aggregate the amount of this Guarantee.

The Bank may note on this Guarantee the amount and date of any payment made to you under this Guarantee and shall retain this Guarantee if the aggregate amount of this Guarantee has been paid to you of the Expiry Date has occurred.

This letter of Guarantee is irrevocable until \_\_\_\_\_ but automatically renews from year to year, unless the Bank gives sixty (60) days notice that it does not propose to renew it.

Yours truly,

---

(Authorized Signature)

**SCHEDULE "D"****CITY STANDARDS OR SPECIFICATIONS****Engineering****1. Extension of Municipal Services**

The City will have no responsibility to install any extension to municipal services which may be required in order for the Owner to comply with this Agreement or with any Provincial or Municipal laws or by-laws. In cases where such an extension of municipal services is required, the Works shall be undertaken by and at the expense of the Owner and construction shall be to the Standards or Specifications of the City for the installation of such municipal services. The owner shall provide public liability insurance in a form acceptable to the City for any Works involving the extension of municipal services and obtain any required approvals and permits from the City.

**2. Work on City Road Allowances**

Any Works required to be done by the Owner on City road allowances shall be according to the specifications and by-laws of the City. The owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to the disruption of the City road allowance and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the City Engineer.

**3. Approval**

The Owner shall obtain all necessary approvals from the Ministry of the Environment and Climate Change and the City with regard to the installation of the storm and sanitary sewers and watermains and the provision of sewage holding/treatment facilities. In addition, the Owner shall obtain all other permits, licenses and approvals from all other federal, provincial or regulatory agencies, as may be required.

**4. Paving/Concrete Curbs**

The owner hereby agrees that all driveways and parking lots shall be curbed with poured-in place concrete curbs, unless otherwise specified and approved by the City Engineer. It is further understood and agreed that all driveways and parking lots shall be paved in accordance with municipal standards in effect at the time of construction unless otherwise specified and approved by the City Engineer.

## **5. Maintenance**

The Owner shall be responsible to maintain all infrastructure relating to the watermains and the sanitary and storm sewer networks on the property. The Owner may be required by the City, from time to time, to maintain, clean, and/or repair any infrastructure within the Site.

## **6. Utilities**

The Owner shall be required to coordinate the preparation of an overall utility distribution plan showing the location (shared or otherwise) and installation, timing and phasing of all utilities (on-ground, below-ground) through liaison with the appropriate electrical, gas, telephone and cablevision authorities and including on-site drainage facilities and streetscaping, such location plan being to the satisfaction of the Director of Infrastructure and Planning and approved prior to the issuance of a building permit for development by the Chief Building Official.

## **7. Storm Water Management**

- a) The Owner shall require the storm water management calculations be submitted in writing by a Professional Engineer to the Director of Infrastructure and Planning for his approval. Upon Acceptance and Approval of the Works, a written certification from said Professional Engineer and As-Built plans must be submitted to the Director of Infrastructure and Planning, confirming that the storm water measures have been implemented as per the approved design.
- b) The Owner shall be responsible for the repair and maintenance of the storm water control facility until Acceptance by the City Engineer.

## **8. Blasting**

The Owner shall conduct all blasting in accordance with the most recent Ontario Provincial Standard Specifications (OPSS) namely OPSS 120 and OPSS 206, and must include a pre-blast survey by a qualified consultant. A copy of this survey shall be provided to the Director of Infrastructure and Planning.

## **9. Erosion and Sediment Control**

The Owner agrees to implement the erosion and sediment control plan to provide for the protection of the receiving storm sewer or water course during construction activities. This plan to be used during construction is intended to ensure that no sediment and/or associated pollutants are discharged to a receiving water course which could degrade water quality and/or impair fish or other aquatic habitat. The methods used should be regularly maintained to ensure effectiveness of the methods and compliance with Provincial/Federal legislation pertaining to water quality and habitat.

## **10. Maintenance of Manholes**

The Owner shall install manholes or stormwater treatment device or its equivalent on the Site. The maintenance of such manholes is required and it shall be the responsibility of the Owner to perform a regular removal of any trapped material (minimum once per 6 months). All materials arising from any spill should be removed immediately. These facilities are not to be dismantled or removed unless approval has been granted by the City Engineer.

## **11. Street Cleaning**

On a continuous basis during development, the Owner shall maintain all streets within the area in order that they are clear of mud, dust, and other material, resulting from vehicles involved in construction, to the satisfaction of the City Engineer. The Owner shall prevent the "flushing" of dirt and debris associated with development Work into any sewers. Upon any default by the Owner to maintain the streets, the City Engineer may, in his discretion, arrange for the required cleaning to be performed and the cost incurred by the City shall be recovered pursuant to Clause 17a) – Default, of this Agreement.

## **12. Performance of Works**

The Owner shall ensure that the performance of Works required as a result of this Agreement, whether by the Owner or its employees, servants, agents, contractors or subcontractors, shall be performed so as to not constitute a nuisance or disturbance to abutting or nearby properties or to the owners thereof. The Owner shall comply with and ensure that all of its contractors and subcontractors comply with any written instructions issued by the City concerning any such nuisance or disturbance regardless of whether such instructions require positive action or discontinuance of action.

## **13. Site Servicing**

The Owner shall design all site servicing to the approval of the Director of Infrastructure and Planning and shall construct all site servicing to the approval of the City Engineer.

## **Inspection**

### **14. Dye Test Inspection**

- a) The Owner shall not convey the subject lands or allow any building on the lands to be occupied until the Owner has filed written certification with the City Engineer that the plumbing and lateral services have received and passed a dye test inspection.
- b) The Owner shall submit written certification from a professional engineer, to the City Engineer, that all sanitary sewers and manholes have passed leakage testing. This verification will include certified test results for all sections of sanitary sewers constructed as part of this development.

- c) Such certification as described in subsection a) and b) above, shall be provided by a Professional Engineer, licensed in the Province of Ontario, retained by the Owner and approved by the City.

## **15. Testing**

- a) The Owner may be required by the City to perform qualitative and quantitative testing, at the Owner's expense, of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement to determine whether they are in conformity with applicable standards as determined by the City Engineer.
- b) The Owner shall be responsible, at his expense, to provide all necessary CCTV inspection for sanitary and storm sewer works on the Site. If the inspection is not satisfactory to the City Engineer, the Owner shall rectify the works at his sole expense.
- c) The Owner shall be responsible, at his expense, to conduct pressure tests for the watermain network on the Site (as per OCWA and OPS standards). If the pressure test results are not satisfactory, the Owner shall rectify the Works at his sole expense.

## **16. Video Examination**

Video examination of storm and sanitary sewers 200 mm or larger in diameter shall be required by the City Engineer, at the Owner's expense, before final Acceptance or Approval of the Works.

## **17. Chlorination Test**

The Owner shall be required to conduct and coordinate all chlorination tests prior to connecting Site services to the municipal water system to the satisfaction of the City Engineer.

## **18. Test Results**

All necessary and mandatory test results such as CCTV, pressure testing, chlorination, and compaction tests must be submitted to the City Engineer for Acceptance or Approval prior to receiving a request from the Owner to reduce the applicable security deposits.

## **Fire Requirements**

### **19. Fire Fighting Performance Standards**

Every Owner of a building or structure shall ensure that its building is served by access routes for fire fighting, as required, designed and constructed in accordance with the *Ontario Building Code Act, 1992, S.O., 1992, c.23, as amended*, and regulations made thereunder. The approved access routes shall

be maintained in accordance with the *Protection and Prevention Act, 1997, S.O. 1997, c.4*, as amended. The Owner further agrees to abide by any City by-law relating to the maintenance and signage of such access routes. The location of any fire hydrants and siamese connections on the site shall be in accordance with the Ontario Building Code, O. Reg. 333/12, as amended. The required fire hydrant shall be installed and in service prior to the commencement of any structural framing for buildings in the subject development.

## **20. Fire Fighting Maintenance Standards**

- a) Hydrants shall be maintained in operating condition, free of snow and ice accumulations and readily available and unobstructed for use at all times in accordance with the Ontario Fire Code, O. Reg. 213/07, as amended, and the requirements of the City.
- b) The Owner acknowledges and agrees that no driveway serving any lot shall be located within 3.0 metres of a fire hydrant. No person shall obstruct the access to any fire hydrant. Vegetation or other objects shall neither be planted nor placed within a 3.0 meter corridor between the hydrant and the curb, nor within a 1.5 meter radius beside or behind a hydrant, without the express written consent of the City.

## **21. Fire Lanes and Parking Spaces for the Physically Disabled**

- a) The Owner acknowledges and agrees to provide, maintain, and post signs designating fire lanes and parking for the physically disabled in conformity with City By-laws. The Owner shall ensure that fire lanes are to be kept free and clear of vehicles and that parking spaces for the physically disabled are not illegally occupied.
- b) The Owner shall, if necessary, request the City's assistance and agrees to permit the Police and/or Municipal Law Enforcement Officers to enter upon the lands for the purposes of patrolling areas where parking is not permitted and to allow the ticketing of any vehicles that are in contravention of the parking regulations with respect to fire lanes or parking spaces for the physically disabled.

## **Landscaping**

## **22. Inspection and Maintenance**

- a) Maintenance of plant material by the Owner shall begin immediately following completion of each portion of planting. Maintenance shall consist of watering, weeding, and rodent, pest and disease control in accordance with generally accepted horticulture practices. Should the Owner pass the maintenance of plant material onto the subsequent owner, the Owner shall provide, for the City's approval, a copy of the maintenance directions provided to subsequent owners.
- b) The plant material shall be guaranteed until Acceptance and the Owner

shall replace any plant material, as determined by the City and be in accordance with the approved landscape plan.

## **General**

### **23. Snow Storage**

- a) Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Site Plan or as otherwise approved by the Director of Infrastructure and Planning. The grading and drainage patterns and/or servicing of the site shall not be compromised by the storage of snow. Snow storage areas shall be setback a minimum of 1.5 metres from property lines, foundations, fencing and/or landscaping. Snow storage areas shall not occupy driveways, aisles, required parking spaces or any portion of a road allowance.
- b) The Owner shall be responsible for the removal of snow within the site and to ensure that no accumulation in excess of 2.0 metres is to be stock piled within the Site. Once notified in writing by the City, the Owner shall remove the snow stockpile within 24 hours of being notified.

### **24. Dumping**

The Owner shall not dump, or permit to be dumped, any fill and/or debris on adjacent lands, and/or road allowances, except as may be approved in writing by the Director of Infrastructure and Planning.

### **25. Exterior Lighting**

All exterior lighting proposed for the subject lands shall be installed only in locations and in accordance with specifications shown on the approved plans referenced herein unless otherwise approved in writing by the Director of Infrastructure and Planning. Sharp cut-off fixtures or, in exceptional circumstances only, an alternative fixture design approved by the Director of Infrastructure and Planning, shall be used to minimize possible lighting glare onto adjacent properties. It is noted that exterior lighting includes exterior building lighting.

### **26. Municipal Numbering Signs**

The Owner shall provide and erect, at its expense, such municipal number signs, illuminated or otherwise, in such locations and of such a size, design, and colour as submitted to and approved by the Director of Infrastructure and Planning and Chief Building Official, prior to occupancy of any buildings, or part thereof.

### **27. Waste Handling**

- a) The Owner shall provide, to the City's satisfaction, an enclosed environmentally acceptable solid waste disposal system and handling

facilities for waste and recyclables generated from the development. In the event that exterior waste storage, central collection pads or other handling facilities are proposed on the subject property, then the location and the screening of the identified facilities shall be shown on the approved Site Plan. Uses that require food processing or food storage, which could generate an effluent or leachate, shall have the area around the disposal facility graded so that this material is directed to the sanitary sewer, subject to the approval of the Director of Infrastructure and Planning.

- b) The Owner acknowledges and agrees that not all types of developments will be serviced by the City's waste collection program. The Owner is responsible for determining if this service will be provided by the City and, if not, shall arrange for separate private service contracts for the proper collection and disposal of waste from the development.

## **28. Retention and Protection of Existing Trees**

All those existing trees on the subject lands which are to be retained and protected as detailed on the approved Site Plan or Landscape Plan shall be protected by fencing to the satisfaction of the City prior to the commencement of any development on the said lands. It is further understood and agreed that in the event that any existing tree, which has been designated for retention, is damaged or destroyed in any manner whatsoever during the development, that the Owner, at its own expense, shall replace the damaged or destroyed tree(s) with a species of a height and calliper as determined and approved by the Director of Infrastructure and Planning.

## **29. Community Mailboxes**

Canada Post requires that community mailboxes be located as shown on the Site Plan referenced in Schedule "F" of this Agreement. The Developer shall be responsible for ensuring that the community mailboxes are placed in the locations as set out on the Site Plan, and agrees to construct any related facilities, including concrete pads and drainage culverts required to permit the location of the community mailboxes.

## **30. Submission of Approved Plans**

The Owner shall file with the Director of Infrastructure and Planning, one digital copy of all approved plans referenced in the Schedules to this Agreement, in a format acceptable to the Director of Infrastructure and Planning. The boundaries of the land within the development application shall be referenced to the Horizontal Control Network in accordance with City requirements and guidelines for referencing legal surveys.

## **31. Provision of As-Built Drawings**

- a) The Owner shall submit to the Chief Building Official a certified building location survey, prepared by a licensed Ontario Land Surveyor, including

foundation, elevations, upon completion of the foundation to ensure interim compliance with the relevant City Zoning By-law, being By-law 2016-10, as amended.

- b) The Owner shall supply to the Director of Infrastructure and Planning, one set of mylar or plastic film As-Built road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, licensed in the Province of Ontario, for City record upon Acceptance and Approval of the Works. Furthermore, the Owner shall provide the As-Built information and the attribute data for the Works in a form that is compatible with the City's computerized systems.

**SCHEDULE "E"****SITE SPECIFIC CONDITIONS****1. Execution of Agreement Within One Year**

The Owner shall enter into this Site Plan Agreement, including all standard and special conditions, financial and otherwise, as required by the City. The Owner acknowledges and agrees that the approval shall lapse within one (1) year of Site Plan approval if the Owner has not executed this Agreement and has not completed the conditions required to be satisfied prior to execution of this Agreement.

**2. Permits**

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the Director of Infrastructure and Planning.

**3. Professional Engineering Inspection Personnel On-Site**

The Owner shall have competent professional engineering inspection personnel on-site during the period of construction to supervise the Works, and the Director of Infrastructure and Planning and/or City Engineer, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found, in the sole opinion of the Director of Infrastructure and Planning, that such personnel are not on-site or are incompetent in the performance of their duties, or that said Works are not being carried out in accordance with the approved plans or Specifications and in accordance with good engineering practice, the Director of Infrastructure and Planning, may order all Work in the project to be stopped.

**4. Construction Fencing**

The Owner shall install construction fencing, at its expense, in such a location as may be determined by the Director of Infrastructure and Planning.

**5. Stormwater Manager Works**

The Owner covenants and agrees that upon completion of all stormwater management Works, the Owner will provide to the Director of Infrastructure and Planning certification from a professional engineer, licensed in the Province of Ontario, which certificate shall confirm that all required stormwater management Works have been implemented in accordance with the approved plans referenced in Schedule "F" hereto.

**6. Stormceptor**

The Owner agrees to install the stormceptor as identified on the approved

drawings referenced in Schedule "F" hereto. The Owner acknowledges that the performance of the storm water pollutant control device is based upon regular maintenance intervals recommended by the manufacturer, and that ownership of the stormceptor requires that the Owner shall have a licensed waste management company perform the required maintenance. The Owner further acknowledges and agrees to keep all records of inspection and maintenance in perpetuity and make said records available for inspection upon demand by the City and/or the provincial regulatory bodies.

## **7. Discharge of Water to the Sanitary Sewer**

No person shall, directly or indirectly, discharge or deposit or cause or permit the discharge or deposit of sewage or matter of any type into a sanitary sewer, combined sewer, municipal or private sewer connection to any sanitary sewer or combined sewer in circumstances where, to do so may cause or result in a health or safety hazard to any person, animal, property, or vegetation.

## **8. Private Water and Sewer Services**

The Owner acknowledges and agrees that the water plant within the lands is a private system including the private water and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement of the private system including the private watermains, private hydrants, and private sanitary and storm sewer infrastructure located on the site. The Owner further acknowledges and agrees to maintain and retain in perpetuity records of associated works and maintenance contracts and agrees to make said records available for inspection upon demand by the City and/or Fire Department.

## **9. Water Supply For Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps and pressure tanks, or gravity tanks.

## **10. Barrier Curbs**

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the Director of Infrastructure and Planning.

## **11. Extend Internal Walkways**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the Director of Infrastructure and Planning.

## **12. Construct Sidewalks**

The owner shall design and construct sidewalk(s) within the public right-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the Director of Infrastructure and Planning. Such sidewalk(s) shall be located and constructed to City Standards and as approved by the Director of Infrastructure and Planning.

## **13. CR Transpo**

The Owner acknowledges and agrees to contact CR Transpo in order to ensure that all impacts and possible changes to transit provision are identified, and where applicable, transit service facility improvements are incorporated into the design.

## **14. Landscaping**

The Owner agrees to implement the approved Landscape Plan referenced in Schedule "F" hereto to the satisfaction of the Director of Infrastructure and Planning. In addition to the requirements of Clause 22 above, Landscaping – Inspection and Maintenance of Schedule "D" herein, the Owner further agrees to maintain and warranty all planting materials for two (2) years.

## **15. Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the Director of Infrastructure and Planning, any property of the City, including, but not limited to sidewalks, bicycle paths, curbs, boulevards, which is damaged as a result of the subject development.

## **16. Roof Top Equipment**

The Owner acknowledges and agrees that any roof top equipment must include an acoustical shield to attenuate airborne noise from reaching adjacent residential properties. The Owner further acknowledges and agrees that the design shall give consideration to the stationary noise source sound levels of the mechanical equipment or provide attenuation by providing a barrier between the units and the residential properties. The design of the acoustical shields or barriers shall be certified by an acoustical engineer, at the cost of the Owner, and must meet the Ministry of Environment and Climate Change Environmental Noise Guideline – Stationary and Transportation Sources.

## **17. Noise Study**

Where a noise study has been completed, the Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Noise Report referenced in Schedule "F" herein, including but not limited to the following requirements:

- a) Each unit shall be equipped with central air conditioning;
- b) Prior to issuance of a building permit, a review of building components

(windows, walls, doors) is required and must be designed to achieve indoor sound level criteria, using the acoustic insulation factor (AIF) method, to the satisfaction of the Director of Infrastructure and Planning; and

- c) Notices-on-title respecting to noise, as contained in clause 17 herein, shall be included in all agreements of purchase and sale for all units.

### **18. Notices on Title – Noise – All Units**

The Owner acknowledges and agrees that all agreements of purchase and sale for all units within the subject lands hereto shall contain the following clauses:

“The Purchaser of each of the residential units, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Ministry of the Environment and Climate Change’s noise criteria.

The Purchaser of each unit(s) acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway traffic may be of concern, occasionally interfering with some activities of the dwelling occupants, as the outdoor sound level exceeds the Ministry of the Environment and Climate Change’s noise criteria.

The Purchaser covenants that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale conveying the lands described herein.”

### **19. Municipal Covenant Agreement**

The Owner acknowledges and agrees to enter into a municipal covenant agreement containing the notice set out in clause 18 herein, and to register said agreement on title, at the Owner’s sole expense.

### **20. Maintenance and Liability Agreement**

The Owner acknowledges and agrees to enter into a maintenance and liability agreement for all walkways, raised planters, shrubs, sod, and street trees placed in the City’s right-of-way in accordance with City specifications. The Maintenance and Liability Agreement shall be registered on title immediately after the registration of this Agreement at the Owner’s expense. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

### **21. Letter of Tolerance**

The Owner shall, prior to the issuance of the building permit, file with the Director of Infrastructure and Planning, a copy of the letter of tolerance issued by the Engineering and Planning Department for the encroachment of any

structures or appurtenances to be constructed within the City's right-of-way, as shown on the approved plans reference in Schedule "F" herein.

## **22. Permanent Encroachment Agreement**

The Owner acknowledges and agrees to enter into a permanent encroachment agreement to permit the encroachment of any structures or appurtenances to be constructed within the City's right-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the Director of Infrastructure and Planning for review and approval prior to its deposit in the Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the encroachment agreement will be borne by the Owner.

## **23. Enbridge Gas Distribution Inc. Conditions and Easements**

The Owner acknowledges and agrees to contact Enbridge Gas Distribution Inc. for service and meter installation details and to ensure that all gas piping is installed prior to commencement of site landscaping, including but not limited to tree planting, silva cells, and/or soil trenches, and/or asphalt paving. The Owner further acknowledges and agrees that any costs relating to the relocation of a gas main as a result of changes in the alignment or grade to the road allowances or for temporary gas pipe installations pertaining to phased construction shall be borne by the Owner. The Owner acknowledges and agrees to provide Enbridge Gas Distribution Inc., at the Owner's cost, any easements required to service the development.

## **24. Communication and Telecommunication Infrastructure**

The Owner acknowledges and agrees that, prior to commencing any Work on the subject lands, it shall confirm that sufficient wire-line communication and telecommunication infrastructure is currently available to the proposed development to provide communication and telecommunication service to it. The Owner acknowledges and agrees that, in the event that such infrastructure is not available, the Owner shall be required to pay for the connection to and/or extension of the existing communication and telecommunication infrastructure. If the Owner elects not to pay for such connection and/or extension, it shall provide evidence satisfactory to the Director of Infrastructure and Planning, that sufficient alternative communication and telecommunication facilities are available on the subject lands to enable, at a minimum, the effective delivery of communication and telecommunication services for emergency management services, such as 911 emergency services.

## **25. Utilities**

### **a) Bell Canada or Local Cable Company Easements**

The Owner agrees to convey to Bell Canada or any other local cable company, at the Owner's cost, any easements that may be required for the

telecommunication series, to the satisfaction of Bell Canada or the local cable company. The Owner acknowledges and agrees that the easement requirement is subject to final servicing dimensions. In the event of any conflict with existing communication facilities or easements, the Owner agrees to be responsible for the relocation of such facilities or easements.

**b) Hydro One Networks Inc.**

The Owner shall arrange at its own expense with Hydro One or any other similar utility company for the installation and connection of such services to the Site and for the provision of any easements with respect to such installations and in accordance with the terms, conditions and specifications laid down by said company. If in relation to the development of the site the Owner is required, is shall also arrange for the relocation of any existing installation at no cost to the City.

Notwithstanding, the location of all boxes, lines or other works proposed to be installed in connection with the provisions of any service shall be submitted to the City for approval.

All hydro, cablevision, and telecommunication services shall be underground except where such services are not underground on the street fronting the site.

**26. Archaeological Investigations**

Where a Stage 1 Archaeological Assessment was undertaken, the Owner acknowledges and agrees to obtain clearance from the Ministry of Tourism, Culture and Sport, confirming that no additional archaeological investigations pertaining to this site are required.

**27. Deposits of an Archaeological Nature**

The Owner acknowledges and agrees to immediately notify the Ministry of Tourism, Culture and Sport should deeply buried deposits of an archaeological nature be found on the subject lands during any construction activities.

**28. Human Remains**

The Owner acknowledges and agrees that in the event that human remains are encountered during the construction activities, both the Ministry of Tourism, Culture and Sport and the Registrar of the Cemeteries Regulations Unit of the Ministry of Government and Consumer Services shall be notified immediately.

**SCHEDULE "F"**

**LIST OF APPROVED PLANS AND APPROVED REPORTS**

**SCHEDULE "G"****CONSENT OF MORTGAGEE/CHARGE**

IN THE MATTER OF a Site Plan Agreement for the lands described in Schedule "A" attached hereto, the Mortgagee/Chargee, \_\_\_\_\_, under a Mortgage/Charge registered as Instrument Number \_\_\_\_\_, hereby consents to the terms of the attached Site Plan Agreement dated on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ and the Corporation of the City of Clarence-Rockland and covenants and agrees that in the event that the lands hereinbefore vest in the said Mortgagee/Chargee, the said Mortgagee/Chargee shall be required to comply with the terms herein to the same extent as if it had been the Owner.

IN WITNESS WHEREOF the Mortgagee/Chargee has hereunto affixed its hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
WITNESS:

Per: \_\_\_\_\_

**OR**

**THE LAWYER FORM LETTER**

We have been advised by (*name of owner*) that you will be retained by (*him-or-her*) to take the necessary steps to complete the registration of the site plan which is referred to above.

The owner (*name*) has confirmed to the Corporation of the City of Clarence-Rockland that you will certify to the said City that the rights conferred to it pursuant to the provisions of the said agreement will rank in priority to the interests of any persons or parties which the said owner may have granted or may grant in the future.

The Municipality will not take any further steps in the above matter (issue of permit, etc.) until the aforementioned certification has been received by it.

The Municipality will require the following information to be provided to it at the time that the certification is provided:

1. a copy of the aforementioned site plan agreement including confirmation of the details of registration;
2. a copy of the abstract page (legal description) including the details of registration of the said agreement;

3. (*list other required info*).

Please confirm to the City of Clarence-Rockland by return mail that you have in fact been retained by (*owner*) to carry out the aforementioned matters.

Yours very truly,

**SCHEDULE "H"**

**COST SHARING FOR OFF-SITE IMPROVEMENTS**

## **SCHEDULE "3"**

### **LETTER OF UNDERTAKING TEMPLATE**

**NOTE:** Developers/land owners, please copy to your company letterhead (if applicable) and remove comment.

The City of Clarence-Rockland  
1560 Laurier Street  
Rockland, ON  
K4K 1P7

**Attention:** Manager of Development, Infrastructure and Planning Department

Dear: Mrs. Bélanger

**Subject:**                   **Letter of Undertaking for Site Plan Control**  
  **(NAME)**  
  **File Number: (#            )**

I/We, the Owner of the above-noted lands (INSERT ADDRESS) hereby acknowledge(s) that Site Plan Control Approval has been applied for from the City under the above-noted site plan reference. Approval was granted on (INSERT DATE) for a (Describe Project). Once construction has commenced, I/WE undertake to carryout our development of the Site in strict accordance with the various plans approved by the City (describe list of plans and studies) and any modifications thereto which may from time to time be approved by the City.

In addition to all the conditions contained in the Site Plan Control Approval and any other provisions of municipal by-laws, statutes, and regulations that I/We acknowledge must be satisfied, I/We further agree to the following terms and conditions:

#### **1. Installation and Planting of Landscape Elements**

I/We agree to install and plant all landscape elements in accordance with the Site Plan Control Approval, within one year from the date of occupancy, to the satisfaction of the Director Infrastructure and Planning. The landscape elements shall include but not be limited to, all vegetation and topographic treatment, walls, fences, hard and soft surface materials, lighting, site furniture, free-standing ground-supported signs, steps, play equipment and other ground cover and new tree(s) and shrubs located on the road allowance.

#### **2. Reinstatement of Damaged City Property, Including Sidewalks and Curbs**

I/We agree to reinstate to the satisfaction of the Director Infrastructure and Planning, any property of the City including sidewalks and curbs, that is

damaged as a result of the subject development. I/We acknowledge that this reinstatement will be at our expense.

### 3. Financial Securities for Landscape Elements and Other Works

I/We acknowledge and agree that the City shall hold in its possession security for the landscape elements and any other works until completion and in accordance with the approved plan(s) to the satisfaction of the City. The City may, without notice and at its discretion, utilize the financial security for any matter required to be done by the Owner as a result of site plan and associated approvals.

### 4. Time Limit for Approval

It is understood that the Site Plan Control Approval is valid for one year from the date the approval is granted provided that the Letter of Undertaking is signed and financial securities submitted within six months of approval; and that if a building permit (where required) has not been issued during this period, the approval shall lapse and no development of the site shall be undertaken until a further Site Plan Control Approval has been granted by the City.

I/We understand that this Letter of Undertaking shall be considered to be of the same force and effect as an Agreement executed with the City under the authority of clause 41(7) of the *Planning Act, R.S.O. 1990, c.p. 13* as amended, and that it may formally be constituted as such an agreement by execution of the Letter of Undertaking by the City.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_ 201\_

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Corporate Name (if applicable)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
I have authority to bind the  
Corporation (authorized signature)

\_\_\_\_\_  
Witness (for individuals)

\_\_\_\_\_  
Please print name

Execution for the City of Clarence-Rockland

\_\_\_\_\_  
Marie-Eve Bélanger, MCIP, RPP  
Manager of Development

\_\_\_\_\_  
Date



## REPORT N° AMÉ-18-39-R

|                     |   |
|---------------------|---|
| <b>Date</b>         | 13/08/2018  |
| <b>Submitted by</b> | Marie-Eve Bélanger  |
| <b>Subject</b>      | Site Plan Control Area By-law and Site Plan process guide |
| <b>File N°</b>      | D-11-1  |

1) **NATURE/GOAL :**

The nature of this report is to present a new Site Plan Control Area By-law.

2) **DIRECTIVE/PREVIOUS POLICY :**

The current Site Plan By-law dates back to 2013, being 2013-05.

3) **DEPARTMENT'S RECOMMENDATION :**

THAT the Site plan Control Area By-law 2018-22 be approved.

QUE le Règlement sur les plans d'implantation 2018-22 soit approuvé.

4) **BACKGROUND :**

Site Plan approvals are regulated under Section 41 of the Planning Act of Ontario. The entire City of Clarence-Rockland is designated as a Site Plan Control Area.

Site Plan Control is an essential component of the development review process. The intention is to complement the objectives of the Official Plan and the requirements of the Zoning By-law. The implementation of Site Plan Control enables the City of Clarence-Rockland to ensure that all new development will be designed in accordance with the requirements of all provincial, regional and municipal authorities.

The Site Plan approval process allows the City staff to review and approve development details such as:

- Building locations and setbacks
- Parking facilities
- Landscaping
- Grading
- Servicing
- Snow storage
- Lighting

## 5) **DISCUSSION :**

### Site Plan Control By-law

The Site Plan process is guided by the Site Plan Control by-law and the Site Plan process guide. Those documents guide staff and applicants through the review of site plan approval application. The guide explains the review process and the requirements for types of plans and studies and provides guidance for applicants to have clear expectations of the development review process.

The Department has introduced a new pre-consultation process at the beginning of 2018, which is called the Development Review Team (DRT). The DRT is comprised of employees from various internal City departments, South Nation Conservation and the United Counties of Prescott and Russell. The new process places a greater emphasis on accountability of all parties involved to streamline the process in an effort to:

- Provide clarity to the process
- Reduce the number of submission per application
- Reduce processing times
- Reduce staff times in reviewing applications
- Ensure comments are clear and without conflicts

In addition, applicants are encouraged to review the process guide and engineering standards in details.

The current Site Plan Control By-law needs updating as it is more than 5 years old. The proposed by-law will be introduced with less information since the process guides and the engineering standards will cover the technical part of it.

One of the major changes in the By-law is the approval of a townhouse block without a Site Plan Agreement **if** the block was subject to a Plan of Subdivision and if all of the information was submitted at that time. This process will be beneficial for developers as it will be less paperwork and they will be able to obtain a building permit faster and without going through another process.

We have also added the option of signing a letter of undertaking instead of a Site Plan Agreement if it is deemed acceptable, if there are no special conditions and if the securities do not exceed \$50,000.

The last major item in the by-law is the fact that we recommend that the Director of Infrastructure and Planning be the signing officer for Site Plan Agreements and in its absence the Manager of Development. Currently, the Mayor and the Clerk remain the signing authority for

Site Plan Agreements. The Department is hoping to increase the level of service by being able to sign those documents.

6) **CONSULTATION:**

The Site Plan Control By-law was circulated to the development community in order to obtain their comments. After more than 2 months in circulation, no comments were received.

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

n/a

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:**

Site Plan Control Area By-law



**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND****BY-LAW NO. 2018-81****BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO AWARD A CONTRACT TO CSW.**

**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 CSW.

**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 CSW;
- 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 13 DAY OF AUGUST 2018.**

---

GUY DESJARDINS, MAYOR

---

MONIQUE OUELLET, CLERK





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

**Award Letter**

CSW Landscape Architects Limited  
502 – 319 McRae Avenue  
Ottawa, Ontario  
K1Z 0B9

June 5<sup>th</sup>, 2018

**Attention: Mrs. Martha Lush**

**SUBJECT: Notice of Award: F18-INF-2018-024 (Laurier Revitalization)**

---

We thank you for your Tender submitted on June 1<sup>st</sup>, 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 \$97,305.00 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, May 4<sup>th</sup>, 2018
- Addendum #1, dated May 22<sup>nd</sup>, 2018
- Addendum #2, dated May 22<sup>nd</sup>, 2018
- Addendum #3, dated May 25<sup>th</sup>, 2018
- Contractor Tender Response, dated June 1<sup>st</sup>, 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)



## REPORT N° AMÉ-18-68-R

|                     |  |
|---------------------|--|
| <b>Date</b>         | 04/06/2018   |
| <b>Submitted by</b> | Marie-Eve Bélanger   |
| <b>Subject</b>      | Award contract for revitalization of Laurier Street – Design stage |
| <b>File N°</b>      | n/a  |

1) **NATURE/GOAL :**

The purpose of this report is to seek authorization from Council to sign a contract with CSW to perform the Laurier Street Revitalization Design as specified in the Tender No. F18-INF-2018-024

2) **DIRECTIVE/PREVIOUS POLICY :**

n/a

3) **DEPARTMENT'S RECOMMENDATION :**

**BE IT RESOLVED THAT** Council adopts a by-law to authorize the Mayor and the Clerk to sign a contract with CSW Landscape Architects Limited in the amount of \$97,305.00 for the execution of the Laurier Street Revitalization Design Plan.

**QU'IL SOIT RÉSOLUT QUE** Conseil adopte un règlement pour autoriser le Maire et la Greffière à octroyer un contrat à CSW Landscape Architects Limited pour la somme de 97 305,00 \$ pour l'exécution du Plan de design pour la revitalisation de la rue Laurier.

4) **BACKGROUND :**

The Department was mandated to undertake the preparation of a Design Plan for the revitalization of Laurier Street. This is the second step in the project. The first step was a topographic survey.

Step 3 will be the final stage of the project with the construction based on the design.

5) **DISCUSSION :**

The consultant will need to evaluate different alternatives and will need to provide the City with the feasibility of each alternative. Public meetings will be scheduled throughout the process to discuss with property owners. The result of this 2<sup>nd</sup> step is the creation of a design for construction tender documents. We will also obtain estimates that will be useful for the budgets to come.

On June 1<sup>st</sup>, 2018, the Department of Infrastructure and Planning received proposals for the Revitalization of Laurier Street-design. This process was a two (2) envelope process which included and technical submission and a financial submission. The financial submission is only reviewed/scored after the technical review is completed and the proponents qualify to carry on. Only the proponents obtaining the minimum score of 60 out of 80 are legible to proceed to the next step, the financial submission. We received 4 four (4) submission in which only two (2) qualified to proceed to the financial review.

Please see below the details for both the technical and financial scoring:

**Scoring:**

|                                   | <b>NAK Design</b> | <b>CSW</b>  | <b>AECOM</b> | <b>Morrison-Hershfield</b> |
|-----------------------------------|-------------------|-------------|--------------|----------------------------|
| Technical scoring (80)            | 49.5              | 62.0        | 62.8         | 53.3                       |
| Prices                            | -----             | \$97,305.00 | \$170,485.00 | -----                      |
| Weighted prices (20)              | 0                 | 20.0        | 11.4         | 0                          |
| <b>Total Weighted score (100)</b> | <b>49.5</b>       | <b>82</b>   | <b>74.2</b>  | <b>53.3</b>                |

The proposal from CSW was validated for conformance and determined to meet the qualifying criteria's. The Department, therefore, recommends that the City retain the services of CSW for the Award for the Revitalization of Laurier Street -design.

6) **CONSULTATION:**

n/a

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

n/a

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

The 2018 Capital Budget allocates \$298,457.00 of funding for the Laurier Street revitalization project.

| <b>Financial Items</b>             | <b>Amount</b>       |
|------------------------------------|---------------------|
| Budget account: 2-4-8110-9283      | <b>\$298,457.00</b> |
| Contract price (excluding HST)     | \$97,305.00         |
| Impact of HST (1.8%)               | \$1,712.57          |
| <b>Municipality's Cost</b>         | <b>\$99,017.57</b>  |
| Anticipated <b>Savings/Deficit</b> | <b>\$199, 439</b>   |

9) **LEGAL IMPLICATIONS :**

n/a

10) **RISK MANAGEMENT :**

n/a

11) **STRATEGIC IMPLICATIONS :**

The Laurier Street Revitalization is a project that is based on the strategic plan.

12) **SUPPORTING DOCUMENTS:**

By-law 2018-81









1:500 JUNE / JUIN 2013  
 0 10 25 50  
 C.S.W.



**RÈGLEMENT DE ZONAGE N° 2018-109**

Amendant le Règlement de zonage n° 2016-10

Corporation de la Cité de Clarence-Rockland

3188 rue Champlain  
Partie du Lots 16 and 17 Concession 5

rédigé par

Cité de Clarence-Rockland  
1560, rue Laurier  
Rockland (Ontario)  
K4K 1P7  
(613) 446-6022

---

**ZONING BY-LAW NO. 2018-109**

Amending Zoning By-Law No. 2016-10

The Corporation of the City of Clarence-Rockland

3188 Champlain Street  
Part of Lots 16 and 17 Concession 5

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° 2018-109

#### 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 3188 rue Champlain identifiée à la cédule «A» ci-jointe, et faisant partie du présent règlement, est le terrain concerné par ce règlement.

**Article 2:** La cédule « A » du Règlement de zonage n° 2016-10, est par la présente amendée en modifiant de « *Zone rurale (RU)* » à « *Zone rurale – exception 52 (RU-52)* », tel qu'identifiée à la cédule « A » ci-jointe, et faisant partie intégrante du présent règlement.

**Article 3:** L'article 13.1.3 (zz) du Règlement de zonage n° 2016-10, est par la présente amendée pour lire comme suit :

« (zz) RU-52, 3188 rue Champlain, part of lots 16 and 17, concession 5

Nonobstant toute disposition contraire en vertu du présent Règlement, pour les terrains zonés RU-52 doivent être utilisés conformément aux dispositions ci-après:

- i) Bâtiments accessoires
  - Superficie maximale: 2680 pi<sup>2</sup>
  - Hauteur maximale: 9,15 m »

**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 13<sup>IÈME</sup> JOUR D'AOÛT 2018.**

---

**Guy Desjardins, maire**

---

**Monique Ouellet, greffière**

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

**BY-LAW NO. 2018-109**

**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 3188 Champlain 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 "A" of Zoning By-Law No. 2016-10 is hereby amended by changing the "*Rural (RU) Zone*" to "*Rural – Exception 52 (RU-52) Zone*" on Schedule "A" of the map attached hereto and fully integrated as part of this by-law.

**Section 3:** Section 13.1.3 (zz) is hereby added to the Zoning By-law No. 2016-10 and reads as follows:

“(zz) RU-52, 3188 Champlain Street

Notwithstanding the provisions of this By-law to the contrary, the lands zoned RU-52 shall be used in accordance with the following provisions:

- i) Accessory buildings
  - Maximum area: 2680ft<sup>2</sup>
  - Maximum height: 9.15m

**Section 4:** 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 13<sup>th</sup> DAY OF AUGUST, 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 changer la catégorie de zonage de « Zone rurale (RU) » à « Zone rurale – Exception 52 (RU-52) ». La demande est une condition du morcellement B-CR-002-2018 pour fins de garder deux bâtiments accessoires sur la parcelle détachée.

Pour tous renseignements supplémentaires relativement à cette modification au Règlement de zonage n° 2016-10, veuillez communiquer avec M. Malcolm Duncan, urbaniste municipal du 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, poste 2260.

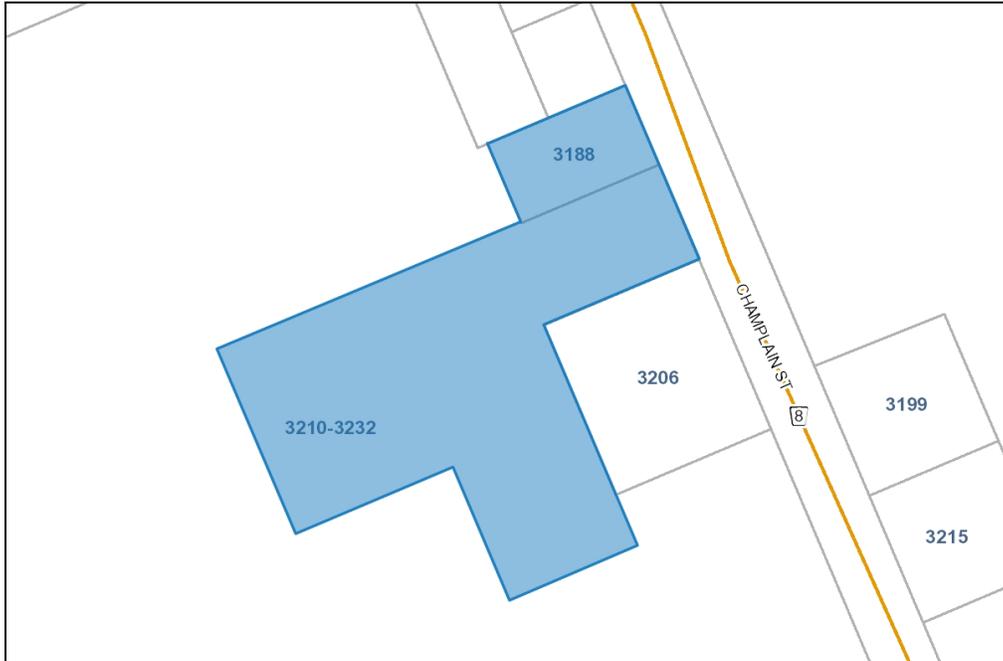
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## **EXPLANATORY NOTE**

### **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 change the zoning category from "Rural (RU) Zone" to "Rural – Exception 52 (RU-52) Zone". The request is a condition of the severance B-CR-002-2018 in order to keep two accessory buildings on the severed parcel.

For further information concerning the amendment to Zoning By-Law No. 2016-10, you may contact M. Malcolm Duncan, Municipal Planner for the Infrastructure and Planning Department, at the Town Hall, 1560 Laurier Street or by telephone at (613) 446-6022, ext. 2260.

**CÉDULE « A » / SCHEDULE "A"****De / From (RU) à / to (RU-52)**

|  |  |  |
|--|--|--|
|  | <p>Terrains(s) touché(s) par ce règlement<br/>Area(s) affected by this by-law</p>                              | <p>Plan Cédule «A» du règlement n° 2018-109</p>  |
|  | <p>Changement de zonage /Zone change de/from RU à/to RU-52</p>   | <p>Schedule "A" to By-Law No. 2018-109</p>   |
|  | <p>Certification d'authenticité<br/>Certificate of Authentification</p>  | <p>3188 rue Champlain</p>  |
|  | <p>Ceci constitue le plan Cédule «A» du Règlement de zonage n° 2018-109, adopté le 13 août 2018.</p>           | <p>3188 Champlain Street</p>   |
|  | <p>This is plan Schedule "A" to Zoning By-Law No. 2018-109, passed the 13<sup>th</sup> day of August, 2018</p> | <p>Cité de Clarence-Rockland City</p>  |
|  |  | <p>Préparé par/prepared by<br/>Cité de Clarence-Rockland City<br/>1560, rue Laurier Street<br/>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° AMÉ-18-67-R

|                     |   |
|---------------------|---|
| <b>Date</b>         | 02/08/2018  |
| <b>Soumis par</b>   | Malcolm Duncan  |
| <b>Objet</b>        | Modification au Règlement de Zonage –<br>3188 rue Champlain et une partie du<br>3210-3232 rue Champlain |
| <b># du dossier</b> | D-14-507  |

### 1) NATURE / OBJECTIF :

La nature de ce rapport est de présenter une demande de modification au Règlement de Zonage no. 2016-10, afin de changer la catégorie de zonage de « Zone rurale (RU) » à « Zone rurale – Exception 52 (RU-52) ». La demande est une condition du morcellement B-CR-002-2018 pour fins de garder deux bâtiments accessoires sur la parcelle détachée.

### 2) DIRECTIVE/POLITIQUE ANTÉCÉDENTE :

S/O

### 3) RECOMMANDATION DU SERVICE:

**QUE** le Règlement 2018-109, visant à modifier le Règlement de Zonage 2016-10 à l'effet de changer la catégorie de zonage de la propriété de « Zone rurale (RU) » à « Zone rurale – Exception 52 (RU-52) », soit adopté, tel que recommandé par le Comité d'aménagement.

**THAT** By-law 2018-109, being a by-law to amend Zoning By-law 2016-10, in order to change the zoning category of the property from "Rural (RU) Zone" to "Rural – Exception 52 (RU-52) Zone", be adopted, as recommended by the Planning Committee.

### 4) HISTORIQUE :

Une demande d'autorisation a été soumise par Jean-Guy Giroux pour Richard Lavoie afin d'agrandir le terrain situé au 3188 rue Champlain avec une partie du terrain situé au 3210-3232 rue Champlain. La demande a été approuvée par le Comité de Dérogation le 25 avril 2018, avec plusieurs conditions. Une des conditions est de démolir les bâtiments accessoires sur la parcelle détachée afin de respecter le règlement de zonage, ou de modifier la catégorie de zonage pour les permettre.

La demande de modification au Règlement de Zonage a été soumise le 28 mai 2018. Un avis public a été envoyé aux différentes agences et aux propriétaires à moins de 120 mètres de la propriété et un avis a été affiché sur le site.

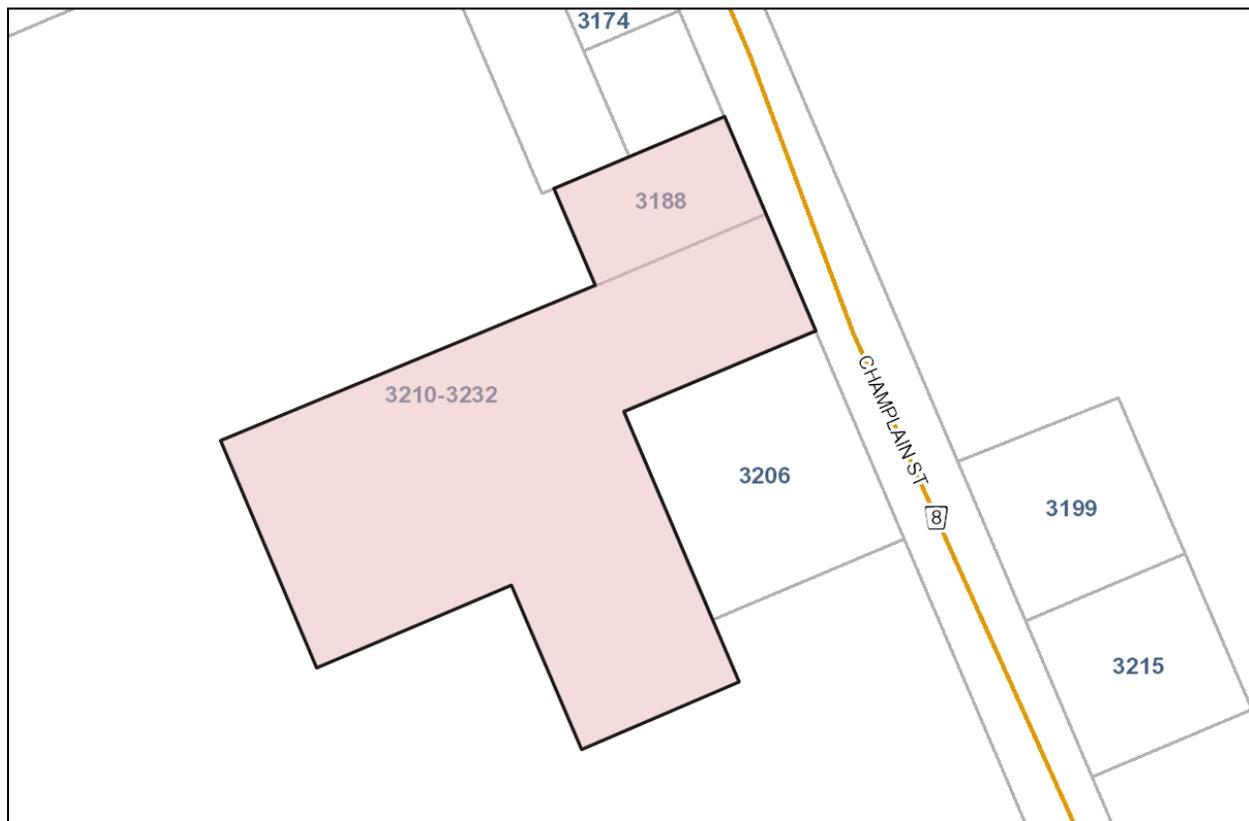


Figure 1. Carte Index

## 5) **DISCUSSION :**

### Plan Officiel des Comtés Unis de Prescott et Russell

Les terrains sont situés dans le « Secteur des politiques rurales » selon le Plan Officiel des Comtés Unis de Prescott et Russell. Les usages résidentiels et agricoles sont permis dans ce secteur.

L'article 7.3.1 du Plan Officiel stipule que : « Lorsqu'un usage est permis dans une affectation du territoire, l'intention est de permettre également les usages, les édifices ou les structures accessoires, secondaires ou essentiels à l'usage en question. »

Les deux bâtiments accessoires qui vont rester sur la parcelle détachée (garage de 2080 pi<sup>2</sup> et remise de 600 pi<sup>2</sup>) seront nécessaires pour l'entreposage de machinerie relié aux usages permis sur le terrain.

### Règlement de Zonage 2016-10

Les terrains sont situés dans la « Zone rurale (RU) », par contre la demande proposé aura l'effet de modifier le zonage à « Zone rurale – Exception 52 (RU-52) ».

Le propriétaire aimerait garder deux bâtiments accessoires qui existent sur la parcelle détachée du morcellement B-CR-002-2018, qui sera rattachée à la parcelle à être agrandie (3188 rue Champlain).

L'article 4.1 du Règlement stipule que les bâtiments ou constructions accessoires ne doivent pas dépasser 6m de hauteur dans les zones rurales et ne doivent pas occuper plus de 8% de la superficie totale du lot, à l'exclusion

des piscines des abris temporaires et des plateformes découvertes, ni dépasser la superficie du lot occupée par l'habitation sur le lot, selon le moindre des deux. Si la demande est approuvée la hauteur maximum pour les bâtiments accessoires sera augmentée de 6 m à 9,15 m et pourront occuper 181% de la superficie du lot occupé par l'habitation sur le lot.

### Commentaires

Le département d'infrastructure et d'aménagement supporte la demande de modification au Règlement de Zonage. Ceci permettra au propriétaire de garder deux bâtiments accessoires existants puisque la parcelle détachée sera ajoutée à la parcelle à être agrandie. La demande supporte les objectifs du Plan Officiel des Comtés Unis de Prescott et Russell.

#### 6) **CONSULTATION :**

La réunion publique a eu lieu le 1 août 2018.

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

Aucun commentaire n'a été reçu par les départements.  
Enbridge n'a aucune objection à la demande.

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

S/O

#### 9) **IMPLICATIONS LÉGALES :**

S/O

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

S/O

#### 11) **IMPLICATIONS STRATÉGIQUES :**

S/O

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

Règlement 2018-109



**RÈGLEMENT DE ZONAGE N° 2018-110**

Amendant le Règlement de zonage n° 2016-10

Corporation de la Cité de Clarence-Rockland

3210-3232 rue Champlain  
Partie des lots 16 et 17 Concession 5

rédigé par

Cité de Clarence-Rockland  
1560, rue Laurier  
Rockland (Ontario)  
K4K 1P7  
(613) 446-6022

---

**ZONING BY-LAW NO. 2018-110**

Amending Zoning By-Law No. 2016-10

The Corporation of the City of Clarence-Rockland

3210-3232 Champlain Street  
Part of Lots 16 and 17 Concession 5

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° 2018-110

#### 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 3210-3232 rue Champlain identifiée à la cédule «A» ci-jointe, et faisant partie du présent règlement, est le terrain concerné par ce règlement.

**Article 2:** La cédule « A » du Règlement de zonage n° 2016-10, est par la présente amendée en modifiant de « *Zone rurale (RU)* » à « *Zone rurale – Exception 45 (RU-45)*», tel qu'identifiée à la cédule « A » ci-jointe, et faisant partie intégrante du présent règlement.

**Article 3:** L'article 13.1.3 (ss) du Règlement de zonage n. 2016-10, est par la présente amendée pour lire comme suit :

« (ss) RU-45, Partie du Lot 21, Conc. 9, 3210-3232 rue Champlain, partie des Lots 16 et 17, Concession 5

Nonobstant toute disposition contraire en vertu du présent Règlement en ce qui a trait aux terrains zonés RU-45, les utilisations résidentielles sont interdites. »

**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 13<sup>IÈME</sup> JOUR D'AOÛT 2018.**

---

Guy Desjardins, maire

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Monique Ouellet, greffière

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

**BY-LAW NO. 2018-110**

**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 3210-3232 Champlain 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 "A" of Zoning By-Law No. 2016-10 is hereby amended by changing the "*Rural (RU) Zone*" to "*Rural – Exception 45 (RU-45) Zone*" on Schedule "A" of the map attached hereto and fully integrated as part of this by-law.

**Section 3:** Section 13.1.3 (ss) of the Zoning By-law No. 2016-10 is hereby amended to read as follows:

"(ss) *RU-45, Part of Lot 21, Conc. 9, 3210-3232 Champlain Street, Part of Lots 16 and 17, Concession 5*

Notwithstanding the provisions of this By-law to the contrary, on the lands zoned RU-45, prohibits residential uses."

**Section 4:** 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 13<sup>th</sup> DAY OF AUGUST, 2018.**

---

**Guy Desjardins, Mayor**

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**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 changer la catégorie de zonage de « Zone rurale (RU) » à « Zone rurale – exception 45 (RU-45) ». La demande est une condition du morcellement B-CR-004-2018 pour fins d'enlever tous usages résidentielles sur la parcelle détachée.

Pour tous renseignements supplémentaires relativement à cette modification au Règlement de zonage n° 2016-10, veuillez communiquer avec M. Malcolm Duncan, urbaniste municipal du 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, poste 2260.

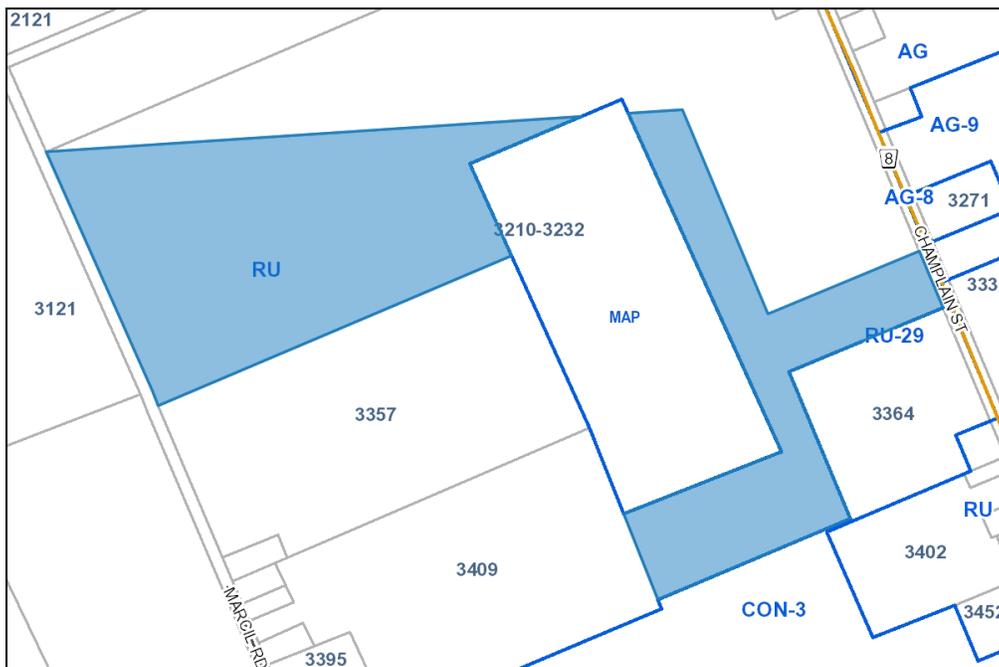
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## **EXPLANATORY NOTE**

### **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 change the zoning category from "Rural (RU) Zone" to "Rural – Exception 45 (RU-45) Zone". The request is a condition of the severance B-CR-004-2018 in order to prohibit residential uses on the severed parcel.

For further information concerning the amendment to Zoning By-Law No. 2016-10, you may contact M. Malcolm Duncan, Municipal Planner for the Infrastructure and Planning Department, at the Town Hall, 1560 Laurier Street or by telephone at (613) 446-6022, ext. 2260.

**CÉDULE « A » / SCHEDULE "A"****De / From (RU) à / to (RU-45)**

|   |  |
|---|--|
|  <p>Terrains(s) touché(s) par ce règlement<br/>Area(s) affected by this by-law</p> | <p>Plan Cédule «A» du règlement n° 2018-110</p>  |
| <p>Changement de zonage /Zone change de/from RU à/to RU-45</p>  | <p>Schedule "A" to By-Law No. 2018-110<br/>3210-3232 rue Champlain</p>   |
| <p>Certification d'authenticité<br/>Certificate of Authentification</p>   | <p>3210-3232 Champlain Street</p>  |
| <p>Ceci constitue le plan Cédule «A» du Règlement de zonage n° 2018-110, adopté le 13 août 2018.</p>  | <p>Cité de Clarence-Rockland City</p>  |
| <p>This is plan Schedule "A" to Zoning By-Law No. 2018-100, passed the 13<sup>th</sup> day of August, 2018</p>  | <p>Préparé par/prepared by<br/>Cité de Clarence-Rockland City<br/>1560, rue Laurier Street<br/>Rockland, Ontario K4K 1P7</p> |
| <p><b>Guy Desjardins, Maire / Mayor</b></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° AMÉ-18-68-R

|                     |  |
|---------------------|--|
| <b>Date</b>         | 02/08/2018   |
| <b>Soumis par</b>   | Malcolm Duncan   |
| <b>Objet</b>        | Modification au Règlement de Zonage –<br>3210-3232 rue Champlain |
| <b># du dossier</b> | D-14-508   |

### 1) NATURE / OBJECTIF :

La nature de ce rapport est de présenter une demande de modification au règlement de zonage no. 2016-10, afin de changer la catégorie de zonage de « Zone rurale (RU) » à « Zone rurale – Exception 45 (RU-45) ». La demande est une condition du morcellement B-CR-004-2018 pour fins d'interdire tous usages résidentiels sur la parcelle détachée.

### 2) DIRECTIVE/POLITIQUE ANTÉCÉDENTE :

S/O

### 3) RECOMMANDATION DU SERVICE:

**QUE** le Règlement 2018-110, visant à modifier le Règlement de Zonage 2016-10 à l'effet de changer la catégorie de zonage de la propriété de « Zone rurale (RU) » à « Zone rurale – Exception 45 (RU-45) », soit adopté, tel que recommandé par le Comité d'aménagement.

**THAT** By-law 2018-110, being a by-law to amend Zoning By-law 2016-10, in order to change the zoning category of the property from "Rural (RU) Zone" to "Rural – Exception 45 (RU-45) Zone", be adopted, as recommended by the Planning Committee.

### 4) HISTORIQUE :

Une demande d'autorisation a été soumise par Jean-Guy Giroux pour Richard Lavoie afin de créer un nouveau terrain qui sera éventuellement développée comme sablière. La demande a été approuvée par le Comité de Dérégulation le 25 avril 2018, avec plusieurs conditions. Une des conditions est de modifier la catégorie de zonage afin d'enlever tous usages résidentiels sur la parcelle détachée.

La demande de modification au Règlement de Zonage a été soumise le 28 mai 2018. Un avis public a été envoyé aux différentes agences et aux propriétaires à moins de 120 mètres de la propriété et un avis a été affiché sur le site.

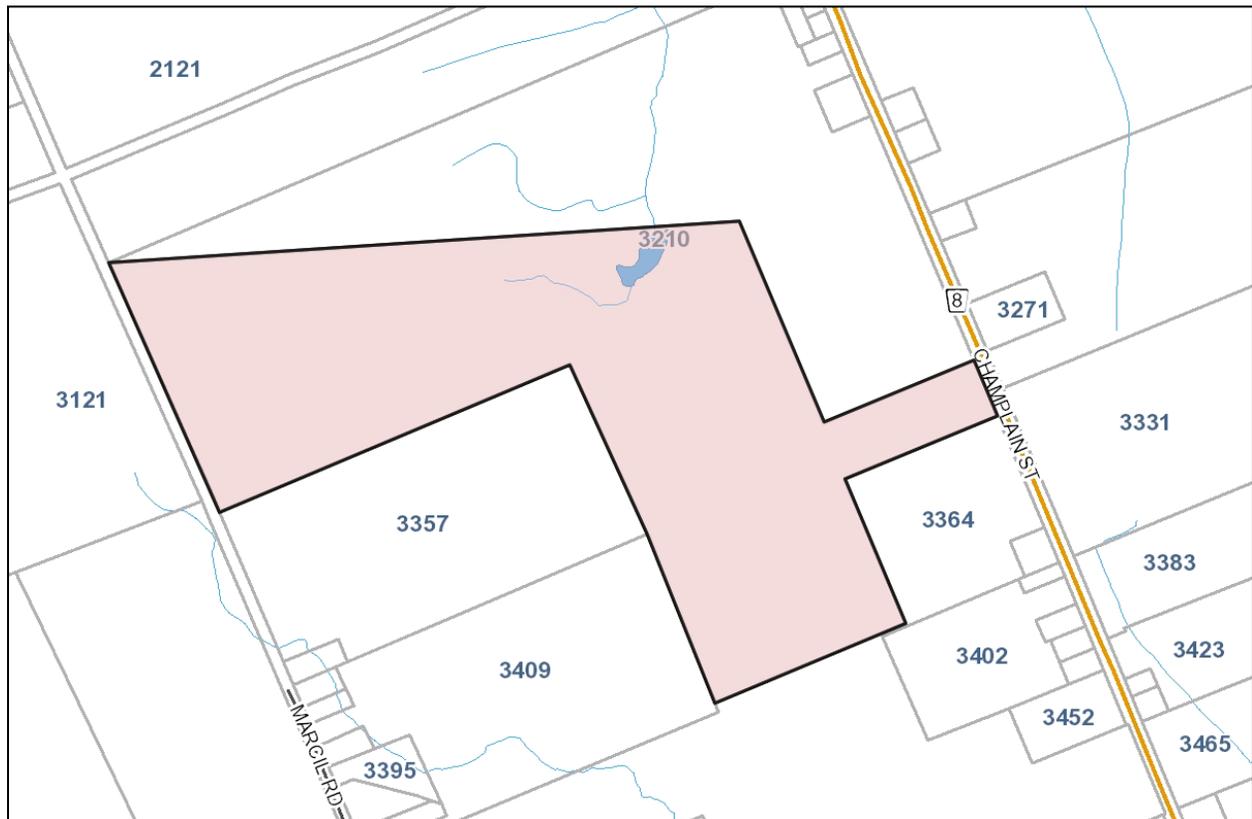


Figure 1. Carte Index

## 5) **DISCUSSION :**

### Déclaration de principes provinciale

La Déclaration de principes provinciale fournit une orientation politique sur des questions d'intérêt provinciales liées à l'aménagement et à la mise en valeur du territoire. Le terrain en question est situé dans une région rurale, où les utilisations permises sont :

- a) La gestion ou l'utilisation des ressources;
- b) Les utilisations récréatives liées aux ressources
- c) Un aménagement résidentiel limité;
- d) Les emplois à domicile et les industries à domicile;
- e) Les cimetières;
- f) D'autres utilisations des terres rurales.

Le terrain en question sera utilisé pour des fins de gestion des ressources (sable et gravier). L'article 2.5.1 de la DPP stipule que : « les ressources en agrégats minéraux sont protégées aux fins de leur utilisation à long terme et les gisements de ressources en agrégats minéraux sont répertoriés lorsqu'on dispose des renseignements à l'échelle provinciale. »

Enlever tous usages résidentiels sur la parcelle détachée du morcellement B-CR-004-2018 aura l'effet de protéger les ressources de l'aménagement et des activités susceptibles d'empêcher ou d'entraver l'expansion ou l'utilisation continue.

## Plan Officiel des Comtés Unis de Prescott et Russell

Le terrain est dans le « Secteur des politiques rurales » selon la Cédule « A » du Plan Officiel des Comtés unis, et une partie du terrain est désigné comme étant « une sablière et/ou carrière ».

L'article 2.5.3 du Plan Officiel mentionne que les puits d'extraction et les carrières en bordure de routes et les installations de préparation d'asphalte et de bétons mobiles utilisées selon des ententes obtenues avec l'autorité seront permis à moins qu'il n'y ait des secteurs d'aménagement existants ou lorsqu'il y a une sensibilité environnementale particulière identifiée dans le règlement de zonage local.

L'article mentionne aussi que les Conseils locaux doivent assurer la protection des ressources contre des usages incompatibles, par l'entremise des règlements de zonage municipaux. En enlevant tous usages résidentiels sur la parcelle détachée on peut assurer la protection des ressources contre des usages incompatibles qui empêchera l'extraction de la ressource.

### Règlement de Zonage 2016-10

Le terrain est présentement situé dans la « Zone rurale (RU) », ainsi que la « Zone de granulats minéraux – puits d'extraction (MAP) ». Les usages résidentiels sont permis sur la partie du terrain situé dans la « Zone Rurale (RU) ». La demande va enlever tous usages résidentiels sur le terrain puisque le terrain sera utilisé pour l'extraction des ressources.

### Commentaires

Le département d'infrastructure et d'aménagement supporte la demande de modification au Règlement de Zonage, puisque l'enlèvement des usages résidentiels va assurer la protection des ressources situés sur le terrain. La demande supporte les objectifs de la Déclaration des principes provinciale et le Plan Officiel des Comtés Unis de Prescott.

#### 6) **CONSULTATION :**

La réunion publique a eu lieu le 1 août 2018.

Des commentaires ont été reçus par le voisin M. Marcel Lepage, concernant si la sablière est licenciée par le ministère. Selon l'information du ministère, la sablière a une licence de « Class A » tel qu'indiqué dans le rapport de sablière ci-joint.

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

Aucun commentaire n'a été reçu par les départements internes. Enbridge n'a aucune objection à la demande.

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

S/O

#### 9) **IMPLICATIONS LÉGALES :**

S/O

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

S/O

11) **IMPLICATIONS STRATÉGIQUES :**

S/O

12) **DOCUMENTS D'APPUI:**

Règlement 2018-110

Rapport de sablière

**RÈGLEMENT DE ZONAGE N° 2018-111**

Amendant le Règlement de zonage n° 2016-10

Corporation de la Cité de Clarence-Rockland

801 rue St-Jean  
Partie du Lot 1 Concession 1 (O.S) lot 27 sur le plan bell 1908

rédigé par

Cité de Clarence-Rockland  
1560, rue Laurier  
Rockland (Ontario)  
K4K 1P7  
(613) 446-6022

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**ZONING BY-LAW NO. 2018-111**

Amending Zoning By-Law No. 2016-10

The Corporation of the City of Clarence-Rockland

801 St-Jean Street  
Part of Lot 1 Concession 1 (O.S) lot 27 on bell plan 1908

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° 2018-111**

**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 801 rue St-Jean identifiée à la cédule «A» ci-jointe, et faisant partie du présent règlement, est le terrain concerné par ce règlement.

**Article 2:** La cédule « B » du Règlement de zonage n° 2016-10, est par la présente amendée en modifiant de « *Zone résidentielle urbaine de densité 1 - générale (R1)* » à « *Zone résidentielle urbaine de densité 1 – Exception 23 (R1-23)*», tel qu'identifiée à la cédule « A » ci-jointe, et faisant partie intégrante du présent règlement.

**Article 3:** L'article 6.1.3 (t) du Règlement de zonage n° 2016-10, est par la présente amendée pour lire comme suit :

« (t) R1-23, 801 rue St-Jean

Nonobstant toute disposition contraire en vertu du présent Règlement, les terrains zonés R1-23 doivent être utilisés conformément à la disposition ci-après :

- i) Utilisation additionnelle permise :
  - *Bureau d'affaire* »

**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 13<sup>IÈME</sup> JOUR D'AOÛT 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. 2018-111**

**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 801 St-Jean 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 "B" of Zoning By-Law No. 2016-10 is hereby amended by changing the "*Urban Residential First Density (R1) Zone*" to "*Urban Residential First Density – Exception 23 (R1-23) Zone*" on Schedule "A" of the map attached hereto and fully integrated as part of this by-law.

**Section 3:** Section 6.1.3 (t) is hereby added to the Zoning By-law No. 2016-10 and reads as follows:

“(t) R1-23, 801 St-Jean Street

Notwithstanding the provisions of this By-law to the contrary, the lands zoned R1-23, shall be used in accordance with the following provisions:

- i) Additional Permitted Uses:
  - *Business Office*

**Section 4:** 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 13<sup>th</sup> DAY OF AUGUST, 2018.**

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**Guy Desjardins, Mayor**

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**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 changer la catégorie de zonage de « Zone résidentielle urbaine de densité 1 - générale (R1) » à « Zone résidentielle urbaine de densité 1 – Exception 23 (R1-23) ». La demande est pour fins d'ajouter un bureau d'affaire à la liste d'usages permis sur le terrain.

Pour tous renseignements supplémentaires relativement à cette modification au Règlement de zonage n° 2016-10, veuillez communiquer avec M. Malcolm Duncan, urbaniste municipal du 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, poste 2260.

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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 change the zoning category from "Urban Residential First Density (R1) Zone" to "Urban Residential First Density – Exception 23 (R1-23) Zone". The request is in order to add a business office to the list of permitted uses on the property.

For further information concerning the amendment to Zoning By-Law No. 2016-10, you may contact M. Malcolm Duncan, Municipal Planner for the Infrastructure and Planning Department, at the Town Hall, 1560 Laurier Street or by telephone at (613) 446-6022, ext. 2260.

**CÉDULE « A » / SCHEDULE "A"****De / From (R1) à / to (R1-23)**

|  |   |
|--|---|
| <p> Terrains(s) touché(s) par ce règlement<br/>Area(s) affected by this by-law</p> <p>Changement de zonage /Zone change de/from R1 à/to R1-23</p> <p>Certification d'authenticité<br/>Certificate of Authentification</p> <p>Ceci constitue le plan Cédule «A» du Règlement de zonage n° 2018-111, adopté le 13 août 2018.</p> <p>This is plan Schedule "A" to Zoning By-Law No. 2018-111, passed the 13<sup>th</sup> day of August, 2018</p> <hr/> <p><b>Guy Desjardins, Maire / Mayor</b></p> | <p>Plan Cédule «A» du règlement n° 2018-111</p> <p>Schedule "A" to By-Law No. 2018-111</p> <p>801 rue St-Jean</p> <p>801 St-Jean Street</p> <p>Cité de Clarence-Rockland City</p> <p>Préparé par/prepared by<br/>Cité de Clarence-Rockland City<br/>1560, rue Laurier Street<br/>Rockland, Ontario K4K 1P7</p> <p>Pas à l'échelle/Not to scale</p> <hr/> <p><b>Monique Ouellet, Greffière / Clerk</b></p> |
|--|---|





## REPORT N° AMÉ-18-69-R

|                     |  |
|---------------------|--|
| <b>Date</b>         | 02/08/2018                                   |
| <b>Submitted by</b> | Malcolm Duncan                               |
| <b>Subject</b>      | Zoning By-law Amendment – 801 St-Jean Street |
| <b>File N°</b>      | D-14-509                                     |

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

The goal of this report is to present a Zoning By-law Amendment in order to add a business office to the list of permitted uses on the property located at 801 St-Jean Street in Rockland.

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

N/A

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

**THAT** By-law 2018-111, being a by-law to amend Zoning By-law 2016-10, in order to change the zoning category of the subject property from "Urban Residential First Density (R1) Zone" to "Urban Residential First Density – Exception 23 (R1-23) Zone", be adopted, as recommended by the Planning Committee.

**QUE** le règlement 2018-111, visant à modifier le Règlement de Zonage no. 2016-10 à l'effet de changer la catégorie de zonage de la propriété de « Zone résidentielle urbaine de densité 1 – générale (R1) » à « Zone résidentielle urbaine de densité 1 – Exception 23 (R1-23) », soit adopté, tel que recommandé par le Comité d'aménagement.

### 4) **BACKGROUND :**

On June 21st, 2018, an application was submitted by Rachelle Laforge to amend the Zoning By-law 2016-10 for the property located at 801 St-Jean Street.

The owner intends to add business office to the list of permitted uses on the property in order to operate a law office out of the existing dwelling.

The application was deemed complete on July 9th, 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 :**  
Provincial Policy Statement

The Provincial Policy Statement provides policy direction on matters of provincial interest related to land use planning and development.

The subject property is located within the settlement area of Rockland, where growth, development, vitality and regeneration shall be promoted. Generally the Provincial Policy Statement recommends a mix of uses and densities in the settlement areas.

Official Plan of the United Counties of Prescott and Russell

The subject property is designated as "Urban Policy Area" on Schedule "A" of the Official Plan of the United Counties of Prescott and Russell.

Section 2.2.8.2 of the Official Plan states that: "Commercial development shall be encouraged and supported throughout the United Counties and whenever possible it should be directed to Urban Policy Areas". The following section lists the types of commercial uses that shall generally be permitted in the Urban Policy Area designation, which includes office commercial.

The Official Plan also states that Municipal zoning by-laws shall include provisions to maintain the character and scale of commercial development and to ensure appropriate regulatory control. The proposed commercial office will make use of the existing residence, and the existing driveway will be enlarged in order to accommodate a fourth parking space.

### Official Plan of the Urban Area of Clarence-Rockland

The property is located within the "Low Density Residential" designation in the Official Plan of the Urban Area of Clarence-Rockland. Small-scale commercial, park, school, place of worship and/or community facilities serving a local residential area are permitted.

Policy 5.6.2.2.1 of the Official Plan states that zoning applications for local commercial uses will be reviewed on the basis of general conformity with the following policies:

- a) Access to and traffic generated by the site will not create adverse traffic problems on surrounding roads.
- b) Such uses must be located on an appropriate collector road.
- c) Lighting and signage are located so as not to create any adverse visual impact on the surrounding residences.
- d) The use will provide landscaping and buffering in a manner that is in harmony with adjoining and nearby residential properties
- e) The proposed small-scale commercial use must form a good fit with the existing neighbourhood fabric.

Based on the scale and type of use, the amount of traffic anticipated is minor, and the property is located on St-Jean Street which is identified as a collector road in the Official Plan. The zoning will still be residential and a sign variance will be required along with a sign permit to ensure that the signage will be located away from the nearby residential properties. A minimum landscape buffer of 1m will be required between the subject property and neighbouring properties and the proposed use will make use of the existing building.

### The City of Clarence-Rockland Zoning By-law 2016-10

The property is located within the "Urban Residential First Density (R1) Zone" however; the zoning amendment would change the zone to "Urban Residential First Density – Exception 23 (R1-23) Zone".

The amendment would add a business office to the list of permitted uses on the property.

#### 6) **CONSULTATION:**

A public meeting was held on August 1st, 2018.

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

No comments were received from the departments.

#### 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 2018-111

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND****BY-LAW 2018-113**

**BEING A BY-LAW TO PROVIDE THAT SUB-SECTION 5 OF SECTION 50 OF THE PLANNING ACT, R.S.O. 1990, CHAPTER P.13, AS AMENDED, DOES NOT APPLY TO PART OF BLOCK 288, REGISTERED PLAN 50M-308, IN THE CITY OF CLARENCE-ROCKLAND, IN THE COUNTY OF RUSSELL, DESIGNATED AS PARTS 1 TO 19, BOTH INCLUSIVE, ON PLAN 50R-10741.**

**WHEREAS** Sub-Section 5 of Section 50 of the *Planning Act*, R.S.O. 1990, Chapter P.13, as amended, provides that all lands within a Plan of Subdivision are subject to part-lot control;

**AND WHEREAS** the Council of a municipality may, under Sub-Section 7 of Section 50 of the *Planning Act*, R.S.O. 1990, Chapter P.13, as amended, enact a by-law to provide that Sub-Section 5 of Section 50 of the *Planning Act*, R.S.O. 1990, Chapter P.13, as amended, does not apply to such lands as are designated in the by-law;

**AND WHEREAS** a four-unit street row-house is under construction on part of Block 288 of Registered Plan 50M-388 where it is desired that individual ownerships be created and designated as Parts 1 and 2, Parts 3 and 4, Parts 5, 6 and 7 and Parts 8, 9, 10 and 11 on Plan 50R-10741, and that Parts 2, 4, 6 and 9 on Plan 50R-10741 are subject to an easement, as set out in Instrument Number RC122895, RC123133 and RC123230, and that Parts 7, 10 and 11 on Plan 50R-10741 be subject to pedestrian access right-of-ways to the rear yards of some of the street row-houses;

**AND WHEREAS** a three-unit street row-house is under construction on part of Block 288 of Registered Plan 50M-308 where it is desired that individual ownership be created and designated as Parts 12, 13, 14 and 15, Parts 16 and 17 and Parts 18 and 19, and that Parts 14, 17 and 19 are subject to an easement as set out in Instrument Number RC233895, RC123133 and RC123230, and that Parts 12 and 13 on Plan 50R01741 be subject to pedestrian access right-of-ways to the rear yard of one of the row-houses;

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

1. **THAT** subject to section 3 hereof, Sub-Section 5 of Section 50 of the *Planning Act*, R.S.O. 1990, Chapter P.13, as amended, does not apply to the following lands:
  - a. Part of P.I.N. 69060-1635, being those portions of Block 288, Registered Plan 50M-308, designated as Parts 1 and 2 on Plan 50R-10741 and further designated as Parcel 'A' for the purpose of this by-law;

- b. Part of P.I.N. 69060-1635, being those portions of Block 288, Registered Plan 50M-308, designated as Parts 3 and 4 on Plan 50R-10741 and further designated as Parcel 'B' for the purpose of this by-law;
- c. Part of P.I.N. 69060-1635, being that portion of Block 288, Registered Plan 50M-308, designated as Parts 5, 6 and 7 on Plan 50R-10741 and further designated as Parcel 'C' for the purpose of this by-law;
- d. Part of P.I.N. 69060-1635, being that portion of Block 288, Registered Plan 50M-308, designated as Parts 8, 9, 10 and 11 on Plan 50R-10741 and further designated as Parcel 'D' for the purpose of this by-law;
- e. Part of P.I.N. 69060-1635, being those portions of Block 288, Registered Plan 50M-308, designated as Parts 12, 13, 14 and 15 on Plan 50R-10741 and further designated as Parcel 'E' for the purpose of this by-law;
- f. Part of P.I.N. 69060-1635, being those portions of Block 288, Registered Plan 50M-308, designated as Parts 16, and 17 on Plan 50R-10741 and further designated as Parcel 'F' for the purpose of this by-law;
- g. Part of P.I.N. 69060-1635, being those portions of Block 288, Registered Plan 50M-308, designated as Parts 18 and 19 on Plan 50R-10741 and further designated as Parcel 'G' for the purpose of this by-law;

all in the City of Clarence-Rockland, in the County of Russell and registered in the Land Titles Office for the Land Titles Division of Russell (No. 50).

2. **THAT** this By-law shall take effect upon approval thereof by the Council of the Corporation of the City of Clarence-Rockland and in compliance with the requirements of the *Planning Act*, R.S.O. 1990, Chapter P.13, as amended.
3. **THAT** further subdivision or severance of the aforementioned Parcels 'A', 'B', 'C', 'D', 'E', 'F' and 'G' beyond that permitted by paragraph 1 is prohibited.
4. This By-law shall expire and be of no further force and effect, if not registered on title, as of the 13<sup>th</sup> day of August, 2020.

**READ, PASSED AND ADOPTED BY COUNCIL, THIS 13<sup>TH</sup> DAY OF AUGUST, 2018.**

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**Guy Desjardins, Mayor**

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**Monique Ouellet, Clerk**



## REPORT N° AMÉ-18-66-R

|                     |  |
|---------------------|--|
| <b>Date</b>         | 13/08/2018   |
| <b>Submitted by</b> | Malcolm Duncan   |
| <b>Subject</b>      | Removal of part-lot control, Block 288 of plan 50M-308 |
| <b>File N°</b>      | D-12-113   |

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

Spacebuilders Ottawa Ltd. has submitted a request to the City of Clarence-Rockland to remove Part-Lot Control to allow for the creation of seven (7) new parcels, within block 288 of plan 50M-308, for two (2) townhouses. These lots will have frontage on Solara Private.

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

N/A

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

**BE IT RESOLVED THAT** By-law 2018-113, being a By-law for the designation of lands not subject to part-lot control, for part of Block 288 of Plan 50M-308, located within the residential project of Solara, Rockland, be adopted.

**QU'IL SOIT RÉSOLU QUE** le règlement 2018-113, étant un règlement relatif à la désignation de terrains non assujettis à la réglementation de parties de lots, applicable à une partie du bloc 288 du plan 50M-308, localisé à l'intérieur du projet résidentiel de Solara à Rockland, soit adopté.

### 4) **BACKGROUND :**

On September 25th, 2017, a Site Plan Agreement was registered between the City and Spacebuilders Ottawa Ltd. for Block 288 of Plan 50M-308 on Solara Private.

An application to lift part-lot control for part of Block 288 was received on July 10<sup>th</sup>, 2018, in order to create 7 separate units for sale in two townhouses.

### 5) **DISCUSSION :**

The application is for the removal of part-lot control under Subsection 7, Section 50 of the Planning Act, R.S.O 1990. C. P. 13, as prescribed by Subsection 4 of Section 50 of the Planning Act. Subsection 7 states that:

**"designation of lands not subject to part-lot control** – Despite subsection (5), the council of a local municipality may by by-law provide that subsection (5) does not apply to land that is within such registered plan or

plans of subdivision or parts of them as are designated in the by-law.”

This allows Council, by passing a By-law to approve the creation of 3 lots on Block TH-6 and 4 lots on Block TH-7, Part of Block 288, Plan 50M-308 as shown on the registered plan 50R-10741, prepared by Stantec Geomatics Ltd., dated July 18<sup>th</sup>, 2018.

The creation of these lots will allow the townhouse units to be divided and sold individually.

The department has reviewed the submitted reference plan to ensure the conformity with the Zoning By-law and the plan is acceptable for approval.

6) **CONSULTATION:**

N/A

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

N/A

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

N/A

9) **LEGAL IMPLICATIONS :**

N/A

10) **RISK MANAGEMENT :**

N/A

11) **STRATEGIC IMPLICATIONS :**

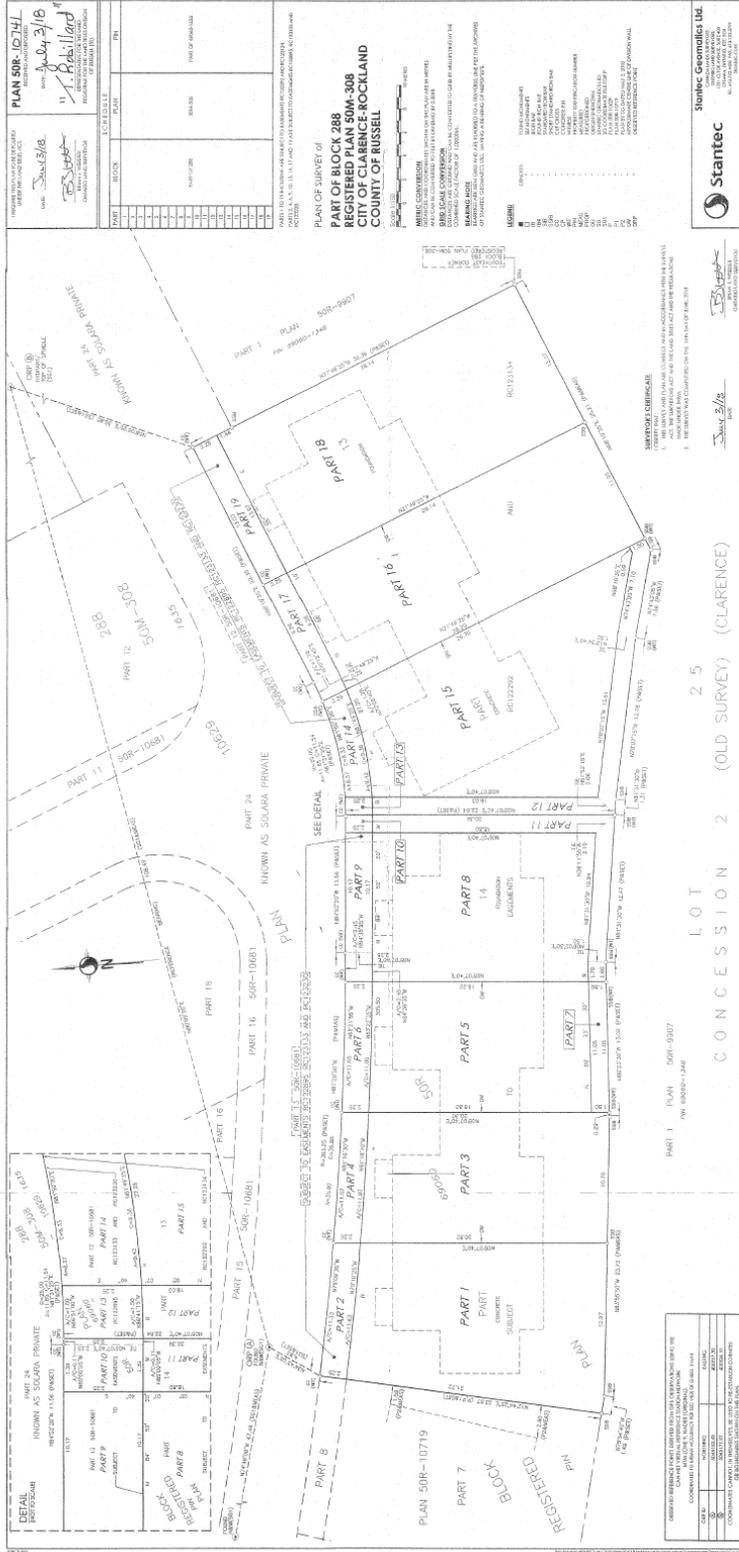
N/A

12) **SUPPORTING DOCUMENTS:**

Plan 50R-10741

By-law 2018-113

# Schedule A





**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND  
BY-LAW 2018-114**

**BEING A BY-LAW TO APPOINT MEMBERS TO THE PUBLIC LIBRARY BOARD**

**WHEREAS** By-law No. 1998-61, adopted by the Council of the City of Clarence-Rockland as amended, provides that the Clarence-Rockland Public Library Board shall be composed of seven (7) members, including two (2) municipal representative appointed by Council;

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

1. **THAT** the following individuals be appointed as members of the Clarence-Rockland Public Library Board for the remainder of the term of Council:
  - Sylvie Archambault
  - Sarma Merdian
  - Martine Moreau
  - Michael H. Moskau
  - Arthur Voth
  - Councillor Krysta Simard
  - Councillor Diane Choinière
2. **THAT** By-law no 2016-143 is hereby repealed.
3. **THAT** this by-law shall come into force on the day of its adoption and shall remain in force until it is repealed.

**READ, PASSED AND ADOPTED IN OPEN COUNCIL THIS 13<sup>TH</sup> DAY OF AUGUST 2018.**

---

**Guy Desjardins**  
Mayor

---

**Monique Ouellet**  
Clerk





## 11 Nomination de membres au conseil d'administration de la bibliothèque publique

|                     |   |
|---------------------|---|
| <b>Date</b>         | 13 août 2018  |
| <b>Soumis par</b>   | Monique Ouellet, greffière  |
| <b>Objet</b>        | Nomination de membres au conseil d'administration de la bibliothèque publique |
| <b># du dossier</b> | C12-BIB   |

### RAPPORT N° CLERK2018-

1) **NATURE / OBJECTIF :**

Le but du présent rapport est de recommander la nomination de deux membres au conseil d'administration de la bibliothèque publique de Clarence-Rockland.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

n/a

3) **RECOMMANDATION DU SERVICE :**

**QU'IL SOIT RÉSOLU QUE** le conseil municipal adopte le règlement no. 2018-114, pour nommer Martine Moreau et Sarma Merdian à titre de membres du conseil d'administration de la bibliothèque publique de Clarence-Rockland, tel que recommandé.

**BE IT RESOLVED THAT** Municipal Council adopts by-law no. 2018-114, to appoint Martine Moreau and Sarma Merdian as members of the Public Library Board of Clarence-Rockland, as recommended.

4) **HISTORIQUE :**

Le règlement 2016-46 établit que le nombre de membres au comité d'administration de la bibliothèque publique est de sept (7) membres, incluant deux (2) membres du conseil municipal.

Le 4 mai 2018, la greffière a reçu la démission de Mme Louiselle Cyr. Le 13 juin 2018, Mme Catherina Rouse informait la greffière que Mme Sherry Oake avait également donné sa démission.

5) **DISCUSSION :**

La greffe a reçu trois (3) candidatures et les a soumises au conseil d'administration de la bibliothèque publique pour qu'il puisse procéder à leur évaluation et effectuer une recommandation.

6) **CONSULTATION :**

n/a

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

Le conseil d'administration de la bibliothèque publique recommande que Martine Moreau et Sarma Merdian soient nommés à titre de membres du conseil d'administration de la bibliothèque publique.

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

n/a

9) **IMPLICATIONS LÉGALES :**

n/a

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

n/a

11) **IMPLICATIONS STRATÉGIQUES :**

n/a

12) **DOCUMENTS D'APPUI:**

- Règlement no. 2018-114, tel que recommandé
- Recommandation du conseil d'administration de la bibliothèque publique
- Candidatures de Martine Moreau et Sarma Merdian

**Maryse St-Pierre**

---

**Subject:** RE: Board application

**From:** Catherina Rouse [<mailto:CRouse@bpcrpl.ca>]  
**Sent:** June-13-18 4:41 PM  
**To:** Monique Ouellet <[mouellet@clarence-rockland.com](mailto:mouellet@clarence-rockland.com)>  
**Subject:** Board application

Hi Monique,  
Did you receive the Library board application from Sarma Merdian? I know she has submitted hers, but I haven't seen it yet.  
We approached her to apply as she is very well known to the Library and is an active volunteer.

The Library board is now missing two members as Sherry Oake is also resigning.

Therefore, during the Library board meeting last night they unanimously agreed to request that Council choose Martine Moreau from Bourget and Sarma Merdian from Clarence Creek.

Thank you,

***Catherina Rouse***

CEO/Directrice générale  
*Bibliothèque publique de  
Clarence-Rockland Public Library*  
2-1525 du Parc Ave  
Rockland, ON K4K 1C3

(613) 446-5680 ext. 203  
[crouse@bpcrpl.ca](mailto:crouse@bpcrpl.ca)  
[www.bpcrpl.ca](http://www.bpcrpl.ca)

*It is thanks to my evening reading alone that I am still more or less sane. - W.G. Sebald*



REÇU

11 JUIN 2018

CITÉ CLARENCE-ROCKLAND



Clarence-Rockland

**APPLICATION FORM  
APPOINTMENT TO BOARDS AND COMMITTEE**

Name of Committee/Board: C-R Public Library Board

Please complete this application and send to:

**The City of Clarence-Rockland  
Attention : Monique Ouellet, Clerk  
1560 Laurier Street  
Rockland, ON K4K 1P7**

**REQUIREMENTS**

Resident       Canadian Citizen       18 years or older

**PERSONAL INFORMATION :**       Mr.  Mrs.

Name : SARMA MERDIAN

Address : 1629 Landry St. Clarence Creek      Postal Code : K0A 1N0

Telephone : (Home) 613.488.2011      (Work): N/A

**WHY WOULD YOU LIKE TO SERVE ON THIS BOARD or COMMITTEE?**

I believe the importance of libraries in our community and would like to take part in making our library the centre of our town.

**QUALIFICATIONS, SPECIFIC SKILLS, PREVIOUS EXPÉRIENCE**

See attached CV

Please state, in detail, your experience: professional experience, community service experience or other volunteer activity which would demonstrate your interest, skills or abilities in this field. You may attach your current resume.

**EDUCATION** (Please indicate the highest academic level that you have successfully attained)

See attached CV

**REFERENCES**

By signing this application form, you hereby authorize the municipality to contact the individuals or organizations noted below, and you authorize those individuals and organizations to disclose any required information to the municipality.

| Name / Please state your relation with this individual | Telephone                  |
|--|----------------------------|
| <u>KERRI STROTSMANN / friend</u>                       | <u>(514) 631.7666</u>      |
| <u>MATTHIAS CAESAR / colleague</u>                     | <u>011.49.231.4757 883</u> |
|  |                            |

Signature of applicant: S. Merdian

Date: 11/06/2018

Personal information collected on this form is subject to the Municipal Freedom of Information and Protection of Privacy Act and will be used only for the purpose of recruiting individuals to Municipal Boards, Committees and Commissions. Information collected on this form will be disclosed to Council for candidate selection purposes only.

## Sarma Merdian

1629 Landry Street • Clarence Creek, Ontario K0A 1N0 • (613) 488-2011  
[stmerdian@gmail.com](mailto:stmerdian@gmail.com)

---

### QUALIFICATIONS

- Proven experience in managing localization activities
- Exceptional communication and interpersonal skills as well as analytical and problem-solving abilities
- Excellent organizational skills with strong attention to detail
- Highly motivated; work well both independently and as part of a team
- Ability to work well under pressure and handle multiple tasks
- Proactive, taking initiatives in managing projects and improving processes
- Aptitude for learning new tasks quickly

### PROFESSIONAL EXPERIENCE

2013 to present    **iLocIT ! Canada and Germany**  
 Project Manager

- Manage translation activities for multiple projects in multiple languages
- Responsible for all Project Management tasks; consulting with clients, creating quotes, defining timelines and milestones, closely collaborating with all parties involved in the localization process, monitoring costs, quality and project deadlines

2001 to 2010      **Locatech GmbH, Dortmund, Germany**  
 Project Manager

- Built up an internal team of 5 specialists to a team of over 75 members on three continents within 4 months, gained important knowledge in audio-synchronisation and localization of Flash animations
- Managed translation and testing activities for multiple projects in multiple languages
- Responsible for all Project Management tasks
- Led a team of 5 internal permanent employees and a total of 15 external team members; conducted performance reviews and set realistic goals, planned and reviewed productivity and availability
- Instructed and supervised PM assistants, coached project managers
- Analysed problems and defined new procedures and process improvements, managed internal and external resources and monitored productivity, prepared project schedules and respected deadlines, monitored and controlled budgets, reported on issues/risks, exceeded the quality requirements of the client

1998 to 2001      **Alpnet Deutschland GmbH, Stuttgart, Germany**  
 Project Manager and Head of the Network Group as well as the German Department

- Responsible for all Project Management tasks
- Managed large multi-lingual localization projects as well as smaller non-localization projects
- Head of the Network Group; led 4 project managers, provided technical support, training and coaching
- Head of the German Department; responsible for 5 internal translators and 4 trainee translators, provided technical support, training in various software applications (TRADOS, html, Corel Catalyst), conducted employee assessments

**CERTIFICATES OBTAINED**

Anti Stress/Time Management Training, Negotiations & Sales Training For Non-Sales Professionals, Finance & Controlling Training, Conflict Management Training, People Manager One, Account Management Programme

**EDUCATION**

- 1995 – 1998 **University of Mainz, Germany**  
Degree in Translation (English, German, French), field of concentration: economics, commerce and international business
- 1994 – 1995 **University of Saarbrücken, Germany**  
1 year DAAD Scholarship for Post-Graduate work in Translation (Russian and German)
- 1991 to 1995 **McGill University, Montreal, Quebec**  
Bachelor of Arts, Joint Honours German and Slavic Studies
- 1989 to 1991 **Vanier College, Montreal, Quebec**  
D.E.C. in Languages and Literature

**AWARDS AND SCHOLARSHIPS**

Jim O'Neal Memorial Award for Excellence in German (Vanier College)  
Dean's Honor List (McGill)  
DAAD 6 week scholarship to study at the University of Freiburg  
1 year DAAD scholarship for post-graduate work at the University of Saarbrücken

**LANGUAGES** English, German, French, Latvian, Spanish and Russian

**COMPUTER SKILLS** MS Word, MS Excel, MS PowerPoint, MS Project, TRADOS, Transit, Corel Catalyst, Total Commander and other FTP clients, Beyond Compare, Paint Shop Pro, FrameMaker, Macromedia Flash

**INTERESTS** Reading, Puzzles, Latvian folk dancing, Zumba, Sudoku

**REFERENCES** Available upon request





Clarence Rockland

## FORMULAIRE DE DEMANDE NOMINATION AUX COMITÉS ou COMMISSIONS

Nom du comité/commission: Conseil d'administration de la Bibliothèque publique.

Veuillez remplir la demande suivante et l'envoyer à : **La Cité Clarence-Rockland  
A/S Monique Ouellet, Greffière  
1560 rue Laurier  
Rockland, ON K4K 1P7**

**EXIGENCES**

Résident(e)       Citoyen(ne) canadien(ne)       Personne âgée d'au moins 18 ans

**DONNÉES PERSONNELLES :**      [ ] M. [  ] M<sup>me</sup>

Nom : Martine Moreau

Adresse : 906 ch Russell, Hammond      Code postal : K0A 2A0

Téléphone : (Domicile) 613 487-3937      (Bureau): N/A

**POURQUOI VOULEZ-VOUS SIÉGER AU SEIN DE CE COMITÉ ou COMMISSION?**

Je veux apporter mon expérience en tant qu'utilisatrice de la bibliothèque afin d'éduquer les utilisateurs à tous les services offerts.

**QUALIFICATIONS, COMPÉTENCES, EXPÉRIENCE**

Opérant une garderie depuis 11ans, j'ai remarqué les livres et activités qui intéressent les jeunes. De plus, la lecture étant un intérêt commun au sein de ma famille me tiens à jour sur les nouveautés. J'ai aussi travaillé au sein du comité scout afin d'assumer et préparer les activités pour les jeunes.

Veuillez expliquer en détail votre expérience : expérience professionnelle, service communautaire ou toute autre activité bénévole démontrant votre intérêt, vos compétences ou capacités dans ce domaine. Vous pouvez annexer un curriculum vitae courant.

**ÉDUCATION :** (veuillez indiquer le niveau scolaire le plus élevé atteint)

Diplôme collégiale

**RÉFÉRENCES**

En signant la présente demande, vous autorisez la municipalité à communiquer avec les personnes ou organismes suivants et vous autorisez ces individus à divulguer tout renseignement requis à la municipalité.

| Nom / Veuillez indiquer le lien avec la personne | Téléphone           |
|--|---------------------|
| <u>Michèle Legault Guide scout</u>               | <u>819 431-8102</u> |
| <u>Tina LaFleur cliente de garderie</u>          | <u>613 606-7714</u> |
| <u>Emma Riedell bibliothécaire</u>               | <u>613-446-5680</u> |

← Appeler après 3h30pm. Elle est une professeure.

Signature de la candidate ou du candidat: Martine

Date: 20 mai 2018

Les renseignements personnels recueillis sur le présent formulaire sont sujets à la Loi sur l'accès à l'information municipale et la protection de la vie privée et ne seront utilisés qu'aux fins du recrutement des personnes qui siégeront aux conseils, comités et commissions de la municipalité. Les renseignements figurant sur le présent formulaire seront divulgués au conseil municipal, uniquement en vue de la sélection des candidates et candidats.



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

**By-Law 2018-115**

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND AND CHRISTIAN LABOUR ASSOCIATION OF CANADA (CLAC) TO ESTABLISH THE BENEFITS AND WORKING CONDITIONS OF UNIONIZED EMPLOYEES OF THE EASTERN ONTARIO VOLUNTEER FIREFIGHTERS ASSOCIATION, LOCAL 920.**

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

**WHEREAS** Council, at its regular meeting of January 15, 2018, has adopted resolution no. 2018-015, to ratify the negotiated collective agreement between the City of Clarence-Rockland and the Ontario Volunteer Firefighters Association, Local 920, for a new agreement covering the years 2018 to 2021 and to authorize the Mayor and the Clerk to sign that collective agreement;

**WHEREAS** the Council of the Corporation of the City of Clarence-Rockland deems it expedient to enter into an agreement with the Christian Labour Association of Canada (CLAC), to establish the benefits and working conditions of unionized employees of the Eastern Ontario Volunteer Firefighters Association, Local 920.

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

1. **THE** Municipal Council authorizes the Mayor and the Clerk to sign an agreement with the Christian Labour Association of Canada (CLAC), to establish the benefits and working conditions of unionized employees of the Eastern Ontario Volunteer Firefighters Association, Local 920 and any other documents necessary to carry out the intention of the parties;
2. **THAT** the agreement be in the form hereto annexed and marked as Schedule "A" to this by-law;
3. **THIS** By-Law shall be effective from January 1<sup>st</sup>, 2018 to December 31<sup>st</sup> 2021 or until it is repealed.

**READ, DONE AND PASSED IN OPEN COUNCIL THIS 13<sup>TH</sup> DAY OF AUGUST 2018.**

---

**Guy Desjardins, Mayor**

---

**Monique Ouellet, Clerk**



# **COLLECTIVE AGREEMENT**

Between

**THE CITY OF CLARENCE-ROCKLAND**

and

**CLAC LOCAL 920**

**DURATION: January 1, 2018 – December 31, 2021**

# **COLLECTIVE AGREEMENT**

Between

**THE CITY OF CLARENCE-ROCKLAND  
(hereinafter referred to as "the Employer")**

and

**ONTARIO VOLUNTEER FIREFIGHTERS ASSOCIATION,  
CLAC LOCAL 920  
(hereinafter referred to as "the Union")**

**DURATION: January 1, 2018 – December 31, 2021**

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**THE CITY OF CLARENCE-ROCKLAND**  
**COLLECTIVE AGREEMENT: January 1, 2018 – December 31, 2021**

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**COLLECTIVE AGREEMENT**

**ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer, the Association and the volunteer firefighters covered by this Agreement, and to provide a mechanism for the timely disposition of grievances.
- 1.02 The Association recognizes that the Employer must be able to maintain an efficient, cost-effective, and customer-oriented operation. The Association agrees to support the Employer in obtaining these objectives, all of which are consistent with this Collective Agreement.
- 1.03 The parties recognize that the provisions contained herein shall be interpreted in accordance with the *Ontario Labour Relations Act*, the *Ontario Human Rights Code*, the *Employment Standards Act, 2000*, *The Fair Workplaces, Better Jobs Act, 2007* and the *Workplace Safety and Insurance Act*.

**ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Association as the sole bargaining agent for all volunteer firefighters, and relief firefighters as defined by subsection 1(1) of the *Fire Protection and Prevention Act, 1997* ("FPPA"), employed by the City of Clarence-Rockland, save and except for volunteer District Chiefs, those above the rank of volunteer District Chiefs, office and clerical staff, and persons covered by an existing collective agreement.

**THE CITY OF CLARENCE-ROCKLAND****COLLECTIVE AGREEMENT: January 1, 2018 – December 31, 2021**

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- 2.02 The parties recognize that certain work customarily or normally performed by the volunteer firefighters within the bargaining unit has been, will continue to be, and may in the future be recurrently performed by persons employed by the City of Clarence-Rockland who are not volunteers within the meaning of subsection 1(1) of the FPPA, including firefighters within the meaning of Part IX of the FPPA, and firefighters responding as part of a mutual aid or automatic aid agreement.
- 2.03 The parties further acknowledge that the Employer may, at its discretion, amend the existing response boundaries and/or delineation of responsibilities performed by volunteers based on population growth/shift, commercial growth/shift, response times, service levels, public safety and/or any other factor that the Employer, in its sole discretion, determines are relevant. Where significant amendments to the boundaries or responsibilities of volunteers are being considered by City Council, the Fire Chief or his designate will advise the Association that such amendments are being entertained. Before a decision is made by City Council to amend response boundaries or the responsibilities of volunteers, the Association will be given adequate notice and an opportunity to make a presentation to the members of City Council at a Meeting of the Whole.
- 2.04 The Employer and the Association agree that the duly appointed representatives of the Christian Labour Association of Canada are authorized to act on behalf of the Association.
- 2.05 The Association acknowledges that, except as may be limited by the further terms of this Agreement, it is the exclusive right of the Employer to manage the operations of its Fire Services

**THE CITY OF CLARENCE-ROCKLAND**  
**COLLECTIVE AGREEMENT: January 1, 2018 – December 31, 2021**

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and to direct working forces, which includes but is not limited to the exclusive right to:

- a. Maintain standards, order, discipline and efficiency;
- b. Hire, assign, direct, schedule, promote, demote, classify, transfer, layoff and recall volunteers;
- c. Discipline or discharge non-probationary and non-recruit volunteers for just cause, provided that a claim by a non-probationary and non-recruit volunteer that he has been disciplined or discharged without just cause may be the subject of a grievance;
- d. Discipline or discharge probationary and recruit volunteers for any reason satisfactory to the Employer;
- e. Make, enforce and alter from time to time rules and regulations to be observed by volunteers;
- f. Determine the nature, types and levels of service(s) and methods of service delivery, the kinds and locations of vehicles, equipment and facilities, the type and standard of customer service, the methods and techniques of work, the schedules of work, the number and type of personnel to be employed, make studies of and institute changes in jobs and job assignments, discontinue, reorganize, limit, combine, substitute any operation or part thereof, and determine all other functions and prerogatives here before invested in and exercised by the Employer that shall remain solely with the Employer.

**THE CITY OF CLARENCE-ROCKLAND  
COLLECTIVE AGREEMENT: January 1, 2018 – December 31, 2021**

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- 2.06 The Employer's exercise of these exclusive rights in one manner or another, or the non-exercise of such rights, in no way circumscribes the exercise of such rights in the future.
- 2.07 The Association agrees that there shall be no interference with the Employer's business.
- 2.08 The Association recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized representatives, and the volunteer firefighters represented by the Association and pledges that it, each of its duly authorized representatives, and all volunteer firefighters falling within the terms of this Agreement will observe the provisions of this Agreement.

**ARTICLE 3 - DEFINITIONS**

- 3.01 The phrase "recruit volunteer" shall mean a volunteer(s) who has not completed the recruit training period prescribed in this Agreement and who has acquired neither probationary nor permanent status. Recruit volunteers will be subject to all of the terms and conditions outlined in this Agreement except where expressly excluded.
- 3.02 The phrase "probationary volunteer(s)" shall mean a volunteer(s) who has not completed the probationary period or obtained permanent status as prescribed in this Agreement. Probationary volunteers will be subject to all of the terms and conditions outlined in the Agreement except where expressly excluded.
- 3.03 The word "volunteer" when used in this Agreement shall refer to any volunteer firefighter employed by the Employer, and

**THE CITY OF CLARENCE-ROCKLAND**  
**COLLECTIVE AGREEMENT: January 1, 2018 – December 31, 2021**

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shall be deemed to include officers within the bargaining unit except where expressly provided.

- 3.04 The phrase “Relief Firefighter” shall mean a volunteer employed by the Employer who fills-in for a full-time firefighter who is absent due to illness, vacation, study, training, union business or other temporary leave of absence for less than one (1) year in duration.
- 3.05 The phrase “working day(s)” or “days” when used in this Agreement in connection to time lines, shall exclude Saturdays, Sundays and days on which the Employer’s administration offices are closed.
- 3.06 Wherever the singular or masculine are used in this Agreement, the same shall be construed to mean the plural or the feminine where the context or the parties hereto so require.
- 3.07 The terms “strike” and “lock out” in this Agreement shall have the same meanings as are ascribed to them for the purposes of the *Labour Relations Act, 1995* as amended.

**ARTICLE 4 - STRIKES AND LOCKOUTS**

- 4.01 During the term of this Agreement and while negotiations for a further agreement are taking place, the Association shall not permit or encourage any strike, slow-down or stoppage of work and shall not otherwise restrict or interfere with the Employer’s operation through its members.
- 4.02 During the term of this Agreement and while negotiations for a further agreement are taking place, the Employer shall not lock out any of the volunteer firefighters or deliberately restrict

**THE CITY OF CLARENCE-ROCKLAND**  
**COLLECTIVE AGREEMENT: January 1, 2018 – December 31, 2021**

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or reduce hours of work when it is not warranted by the workload.

**ARTICLE 5 - ASSOCIATION SECURITY**

- 5.01 Neither the Employer nor the Association will compel volunteer firefighters to join, or not to join, the Association. The Employer and the Association will not discriminate against any volunteer because of Association membership or lack of it. All new volunteers will be informed of the contractual relationship between the Employer and the Association at the time they are hired.
- 5.02 The Employer will deduct from each volunteer covered by this Agreement an amount equal to regular dues and fees, as directed by the Association, and in accordance with the following:
- a. Dues shall be deducted from each volunteer and in each pay period and, in the case of newly hired volunteers such deductions shall begin at the commencement of their employment.
  - b. The amount of regular dues and fees shall be those authorized by the Association and the Association shall provide no less than thirty (30) days advance notice to the Employer of any changes thereto. Such notification shall be the Employer's conclusive authority to make the deductions specified.
  - c. In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any

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claims or liabilities arising or resulting from the operation of this Article.

5.03 Union dues and fees shall be directed to the Association electronically and shall be accompanied by the following information;

a. The total amount deducted from each employee shall be remitted to the Association by the fifteenth (15<sup>th</sup>) of the month following the month in which such deductions were made, and the Employer shall include with each remittance the following information for each employee:

- i. Name;
- ii. Rank;
- iii. Station;
- iv. Gross pay for the pay period;
- v. Amount of dues and fees deducted and remitted on behalf of the volunteer.

b. When a new volunteer is hired, the Employer shall forward the following information together with the first remittance;

- i. Date of hire,
- ii. Address and telephone contact information.

5.04 The Employer shall annually report on a volunteer's T4 form the amount of Association dues and fees deducted and remitted to the Association on the volunteer's behalf in that year.

5.05 Volunteers who cannot support the Association because of conscientious objection, as determined by the Association's

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internal guidelines may apply to the Association in writing for status as conscientious objector.

**ARTICLE 6 - ASSOCIATION REPRESENTATION**

6.01 For the purpose of representation with the Employer, the Association shall function and be recognized as follows:

- a. The Association may appoint or elect up to one (1) steward and one (1) alternate per fire station. Stewards are representatives of the volunteer firefighters in certain matters pertaining to this Agreement, including the processing of grievances. Only those volunteer firefighters who have obtained permanent status shall be eligible to be a steward.
- b. The Association may appoint or elect up to one (1) volunteer per fire station to serve as bargaining committee members. All members of the bargaining committee shall be active volunteer firefighters who have obtained permanent status.
- c. The Employer agrees to pay for time spent on Association business as follows:
  - i. Payment for one (1) steward for time spent attending a grievance meeting.
  - ii. Payment for up to three (3) officials to attend at labour management meetings, to a maximum of two (2) hours each and two (2) meetings per year.
  - iii. Payment for up to three (3) bargaining committee members of the Association for time spent in the negotiation of a collective agreement, to a maximum of sixteen (16) hours per official.

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- d. CLAC Representatives are representatives of the volunteer firefighters in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and advocating for the volunteer firefighters' collective bargaining rights as well as any other rights under this Agreement and under the law. CLAC Representatives must first obtain permission to attend to the Employer's premises from the Fire Chief or his designate and such permission shall not be unreasonably withheld.
  - e. The Association agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 6.02 The Employer will provide a bulletin board conspicuously placed in each volunteer and composite station for the exclusive use of the bargaining agent for legitimate Association business. The Association agrees that defamatory or libellous statements concerning the City, the Fire Department or its Officers shall not be made anywhere including, but not limited to, social media or bulletin boards.
- 6.03 The Employer shall permit representatives of the Association to attend regular training nights and provide up to one-half (½) hour prior to, or following training, as determined by the Fire Chief or his designate, to discuss Association affairs. Members will not be paid for the time used to discuss such affairs, and such time shall not interfere with the delivery of regular training. The Association shall provide at least five (5) days' notice of its intent to attend to a training night.

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**ARTICLE 7 - HIRING GUIDELINES AND PROBATION**

- 7.01 For the purposes of this Agreement, permanent status shall be granted upon successful completion of the probationary period described in sub-article 7.03 below.
- 7.02 Unless exempted at the discretion of the Fire Chief or his designate, all new volunteers will serve a recruit training period of at least three (3) calendar months, spanning from date of hire until successful completion of a Recruit Training Program acceptable to the Employer. During the recruit training period, recruit volunteers shall not be eligible to respond to emergency calls or to attend Training Nights, and shall not be entitled to an hourly rate of compensation. The recruit training period cannot be completed while the recruit volunteer is on a leave of absence or layoff. During the recruit training period, the Employer may discipline or discharge a recruit volunteer for any reason satisfactory to the Employer in its sole discretion without resort to the grievance procedure. Recruit volunteers must successfully complete the aforementioned Recruit Training Program on first attempt.
- 7.03 All new volunteers will serve a probationary period of twelve (12) calendar months from the date of successful completion of the recruit training period (or, if exempt from participating in regional training, from date of hire). The probationary period cannot be completed while the probationary volunteer is on a leave of absence or layoff. During the probationary period, the Employer may discipline or discharge a probationary volunteer for any reason satisfactory to the Employer in its sole discretion without resort to the grievance procedure. Probationary volunteers must successfully complete and satisfy all training, certification and attendance requirements applicable to them,

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as are established by the Employer from time to time, during the probationary period.

- 7.04 Prior to the completion of the probationary period, the probationary volunteer shall undergo a formal and suitability evaluation. The evaluation shall include, amongst other things, input from the Station Captain(s).
- 7.05 All successful candidates shall, before the completion of the probationary period, obtain a valid DZ driver's license and, notwithstanding Article 7.03, the probationary period shall not be deemed complete until the license is achieved. The Employer shall be responsible for ensuring that training and testing is available in a timely fashion within the probationary period. Time spent by a probationary volunteer to obtain the DZ license shall not be paid time.
- 7.06 The Employer may extend an individual's probationary period if a probationary volunteer fails to acquire a DZ license, with the approval of the Association, to a maximum of eighteen (18) months, and such approval shall not be unreasonably denied.
- 7.07 Volunteers who have successfully passed the Regional Training Program shall be entitled to receive a one-time lump sum payment of five hundred dollars (\$500.00) upon successful completion of the probationary period.

**ARTICLE 8 - LOSS OF PERMANENT VOLUNTEER FIREFIGHTER STATUS**

- 8.01 Permanent status will be lost and the employment relationship will be terminated if a volunteer:
- a. quits, resigns or retires;
  - b. is discharged for just cause;

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- c. fails to report to either a weekly training night or an emergency response within a period of sixty (60) calendar days;
- d. fails to return after an approved leave of absence;
- e. is absent due to illness or injury for more than eighteen (18) months and there is no reasonable likelihood of his return;
- f. fails to meet the attendance requirements as defined in Schedule B 1.f;
- g. fails to achieve and maintain the training and certification requirements set by the Employer as set out in the applicable Operational Guideline, as may be amended from time to time;
- h. moves outside Clarence-Rockland city limits.

**ARTICLE 9 - REDUCTIONS AND REASSIGNMENTS**

- 9.01 In the event of a change in emergency response service delivery where the work customarily or normally performed by the volunteer firefighters within the bargaining unit is modified, reduced or re-assigned to workers to work outside of the bargaining unit, the volunteer firefighters:
- a. Shall not be laid off; and
  - b. Shall be offered a transfer to another volunteer or composite station(s). This transfer shall be to the station nearest the volunteer's residence.
- 9.02 Notwithstanding the above, probationary volunteer firefighters at the affected station(s) may be laid off.

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**ARTICLE 10 - JOB POSTING**

10.01 When a Captain position is vacated:

- a. The Employer shall, within two (2) weeks of the vacancy occurring, post notice of the vacancy for a minimum of two (2) calendar weeks in order that volunteers from the station where the vacancy exists are given an opportunity to apply for such position.
- b. Volunteers interested shall submit their applications in writing to the Fire Chief or designate.
- c. A Board shall be struck to recommend a candidate for the position(s) of Captain. The Board shall be comprised of the District Chief from the station at which the vacancy is declared, one (1) District Chief from another station, and the Fire Chief or his designate.

10.02 The Board shall consider input from the volunteers, and will take into consideration the skill, ability, experience, qualifications, length of service of the applicant, and any other relevant factor(s), and will make a detailed recommendation to the Fire Chief or his designate, who shall make then final decision.

10.03 A volunteer who is awarded a posted position in accordance with the foregoing will be subject to a trial period of six (6) consecutive months. At any time during the trial period, the volunteer may be transferred back to his/her former position either at the Employer's request or at the volunteer's request and any volunteers affected by that occurrence will likewise return to their former positions.

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- 10.04 In the event that a Captain position is vacant on a temporary basis for more than six (6) months, or is anticipated to be vacant for more than six (6) months, then the Employer shall fill the vacancy on a temporary basis by using the process identified in Articles 10.01 and 10.02 above. For a temporary Captain vacancy of a shorter duration, the Fire Chief or designate may temporarily assign a qualified volunteer to the position, if they deem it necessary. Any member who is awarded the temporary Captain position shall be paid at the Captain rate of pay.
- 10.05 In the event that the Employer hires full time firefighters within the bargaining unit of full time firefighters in the City of Clarence-Rockland, and having first satisfied all of its obligations to that bargaining unit, the Employer shall consider eligible volunteer firefighters at the same time as considering persons not employed by the City, subject to the following:
- a. Eligible volunteers must possess the certifications, qualifications, or other requirements established by the Employer in its sole discretion. Volunteers who meet all necessary requirements shall be guaranteed an interview with the City for a vacant position.
  - b. Where an eligible volunteer and a person not employed by the City have met all necessary requirements and are deemed by the Employer, acting reasonably, to be relatively equal having regard to all factors the Employer deems relevant, it is understood that the volunteer shall receive first consideration for a full time firefighter vacancy.
- 10.06 A District Chief may at any time elect to return to the bargaining unit as a volunteer Captain at his former station, if

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a position is available, or as a firefighter at his former station or another station that is closer to his place of residence, if appropriate. Notice of his desire to return to the position of volunteer Captain or firefighter shall be provided thirty (30) days in advance and shall be in writing.

**ARTICLE 11 - LEAVES OF ABSENCE**

11.01 For anticipated absences of sixty (60) days or more, a volunteer who has completed the probationary period may request a leave of absence without pay. The request must be submitted to the Chief or designate, and such requests shall not be unreasonably denied.

**ARTICLE 12 - CLASSIFICATIONS AND HONORARIUMS**

12.01 Rates of pay applicable to various job classifications are as set forth on Schedule "A".

12.02 Pay periods and pay dates shall be on a quarterly basis.

12.03 An individual pay statement will be provided to each volunteer that will show the total number of hours paid along with the number of emergency response calls, training hours (including Training Nights and Special Training Sessions), maintenance hours (including Station Duty Events), prevention hours, , and any other session or event for which payment was made.

In the event that there are errors or omissions, volunteers shall notify the Administration within two (2) weeks of receiving payment.

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**ARTICLE 13 - HOURS OF WORK AND ATTENDANCE**

- 13.01 Hours of work and attendance requirements for probationary volunteers and volunteers who have obtained permanent status shall be as set forth in Schedule "B".
- 13.02 Volunteer firefighters are encouraged to identify themselves as volunteer firefighters to their regular full-time or part-time Employer, and request permission to respond to calls during regular working hours when reasonably practical and beneficial. Upon request, the Fire Chief or designate shall provide a letter confirming that the individual is serving as a volunteer firefighter with the City of Clarence-Rockland.
- 13.03 Volunteers attending at a fire call for a period of four (4) continuous hours or more, and for each subsequent four (4) hour period thereafter, shall be provided with a meal.
- 13.04 When unable to satisfy work, attendance and training requirements, the volunteer must submit in writing to their District Chief and copy the Fire Chief or designate as far in advance as possible, giving the reason he is unable to meet these requirements, and the date that he expects to be able to resume these duties.
- 13.05 The Association acknowledges that when the Employer can demonstrate reasonable cause for concern for the capacity of a member to perform the essential duties of a volunteer firefighter, a member may be directed to participate in an Independent Medical Exam (IME) to assess his abilities to perform the essential elements of the job to which the volunteer is assigned. An IME shall be done at the Employer's expense. The Employer shall at all times have regard for its obligations pursuant to the *Human Rights Code*. The Employer

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shall produce a copy of the Physical Demands Analysis (PDA) to the Association upon request.

**ARTICLE 14 - PERSONAL PROTECTIVE EQUIPMENT AND APPAREL**

14.01 The Employer will provide each probationary volunteer and volunteer that has obtained permanent status with personal protective equipment, and apparel as described in Schedule "C".

**ARTICLE 15 - IDENTIFICATION CARDS**

15.01 All volunteer firefighters shall be provided with an identification card upon successful completion of the Recruit training program. Such identification card shall be the property of the Employer, and shall be returned to the Employer during any approved leave or upon a firefighters' departure from the department.

**ARTICLE 16 - HEALTH AND WELFARE**

16.01 The Employer agrees to set the amount of Workplace Safety and Insurance Board (WSIB) coverage to the maximum allowable rate as set by WSIB.

16.02 In order to protect the volunteer firefighters and their families from the financial hazards of illness and injury, the Employer will pay one hundred percent (100%) of the premiums for an Accidental Death and Dismemberment insurance coverage for each volunteer firefighter and such coverage will include as a minimum principle amount equalling two hundred and fifty thousand dollars (\$250,000) for on duty coverage. Volunteers shall continue to pay an amount equal to one hundred percent

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(100%) of the premium cost for off duty coverage with a principle amount of one hundred and fifty thousand dollars (\$150,000); the Employer shall pay the difference in premium cost to raise the principle amount for off duty coverage to two hundred thousand (\$200,000).

- 16.03 The Employer's sole responsibility shall be for the payment and timely remittance of benefit/insurance premiums for the types of coverage identified herein. Any dispute regarding payment of benefits or coverage is between the insurance carrier/provider and the volunteer and shall not be the subject of a grievance between the Association and the Employer.
- 16.04 The Employer agrees to pay the cost for any required medical examinations requested by the Fire Chief or his designate or mandated medical exams by the Ministry of Transportation required to attain, or maintain a DZ license.

**ARTICLE 17 - TRAINING & EDUCATION**

- 17.01 The parties recognize that training is a dominant part of learning and maintaining the skills necessary in the fire service.
- 17.02 The Employer agrees that, except as may be modified by the terms of this Agreement, volunteers will be paid for their attendance at regular or required training in accordance with the applicable rate of pay as defined in Schedule "A".
- 17.03 The Employer agrees to pay the tuition costs for courses authorized by the Fire Chief or his designate. When a volunteer must use his own vehicle to travel to and from such courses, and the course(s) are outside the boundaries of the City of

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Clarence-Rockland, the Employer will pay the applicable rate per kilometer as established by City Policy.

- 17.04 The Employer shall identify the training programs, and the seats available at courses offered by the Ontario Fire College. Such course information will be distributed to the volunteers, who will be invited to apply to attend. The Fire Chief or designate District Chief shall determine which applicant(s) shall attend.
- 17.05 The Employer will assist any volunteer firefighters in obtaining a DZ license by making available vehicles, where necessary, for licensing and training, the latter of which shall be subject to the volunteer having passed the applicable written exam. Volunteers who are Signing Authorities with respect to the testing and training of drivers shall be paid their regular rate of pay (as per Schedule "A" attached) for all such time spent testing and/or training.
- 17.06 A volunteer firefighter may request written confirmation of successful completion of any course or required training for which the Employer maintains records, which the Employer shall provide.

**ARTICLE 18 - TRANSFERS BETWEEN STATIONS**

- 18.01 The Employer will make reasonable efforts to accommodate volunteer firefighters requesting a transfer to another station, in the event their permanent residence is relocated outside of their current district, if the Employer in its sole discretion is satisfied that circumstances warrant a transfer. Conversely, should a volunteer firefighter's permanent residence be relocated outside of their current district, he may be required

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by the Employer to transfer to another fire station, at the discretion of the Fire Chief or his designate.

- 18.02 Where a volunteer firefighter requests a transfer to another station, he shall make the request in writing to the District Chief at his current station and copy the Fire Chief or designate. The Fire Chief or his designate shall determine whether or not the transfer can be approved. Subject to Article 10.06 herein, where a volunteer firefighter transfers to another station, the transferring volunteer may not preserve his previous rank.

**ARTICLE 19 - EMPLOYEE INDEMNIFICATION**

- 19.01 The Employer will pay the premium cost necessary to ensure volunteers are covered under the City's "Legal Expense" policy, "Non-Owned Automobile Insurance", and "Errors and Omissions Liability Insurance" policies. Any changes to the terms and conditions of these policies will be communicated in advance to the Association. (The Employer agrees on the understanding that this is status quo; final confirmation as to whether this is status quo to be provided by Insurance Company at subsequent date.)

**ARTICLE 20 - HEALTH & SAFETY**

- 20.01 The Employer and the Association agree to establish and maintain a Joint Health and Safety Committee that will include up to a maximum of one (1) volunteer representative from each volunteer or composite fire station. The Employer and the Association agree to recognize the Joint Health and Safety Committee as representative of the volunteers in all matters

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dealing with Health and Safety, subject to the *Occupational Health and Safety Act* of Ontario and the Regulations thereto.

- 20.02 The Association will appoint or elect its representatives to the Joint Health and Safety Committee. The Association will advise the Employer in writing of such appointments. The Employer shall ensure that a minimum of one (1) volunteer firefighter committee member receives health and safety certification, and such time shall be paid by the Employer at the volunteer's regular rate of pay as per Schedule "A".

**ARTICLE 21 - COMMITTEES**

- 21.01 The Employer and the Association agree to establish a Labour Management Committee, the function of which shall be to discuss matters of mutual concern and provide an opportunity for open communication on issues between the parties. The Committee shall be made up of an equal number of volunteers and non-bargaining unit persons (not less than two (2) each). Meetings shall be held once every six (6) months or as may be mutually agreed otherwise. A proposed agenda of matters for discussion, and proposed attendee list, will be prepared in advance. A CLAC Representative may attend such meetings as required. Notwithstanding the above, the parties may mutually agree to call a special meeting if necessary.

**ARTICLE 22 - DISCIPLINE, SUSPENSION AND DISCHARGE**

- 22.01 Without limiting the right of the Employer to assess performance of a volunteer, or to counsel volunteers, when the attitude, behaviour or performance of a volunteer results in disciplinary action by the Employer, such disciplinary action

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shall be issued by the Chief or his designate at a meeting with the volunteer. Any disciplinary action issued shall be followed up in writing, and copied to the Association. The Employer shall give a volunteer ten (10) working days' notice before holding a disciplinary meeting, unless the cause for such discipline requires more immediate response. A volunteer may bring a steward to a disciplinary meeting.

22.02 Within ten (10) days following a suspension or discharge, the Association may process a grievance via Step 2 of the grievance procedure provided the volunteer firefighter has completed the probationary period.

22.03 Any record of disciplinary action shall be removed from a volunteer's employment record after a period of eighteen (18) months from the date discipline is issued, provided no further discipline has been issued during that period. A volunteer may request a meeting with the Human Resources Department at a time that is mutually convenient in order to review the contents of their employment record.

**ARTICLE 23 - GRIEVANCE PROCEDURE**

23.01 The Employer and the Association recognize that the Stewards and the CLAC Representatives are the agents through which volunteers shall process their grievances and receive settlement thereof.

23.02 For the purposes of this Article, a grievance is defined as a dispute between the parties arising from the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.

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**23.03 Step 1**

A volunteer having a question or a complaint that has not already been resolved through discussion with the District Chief, shall submit a written grievance to the Fire Chief or his designate within ten (10) working days of the actual occurrence giving rise to the question or complaint. The Fire Chief or designate shall issue a response in writing to the Association within ten (10) working days from the date on which he received the written grievance.

**23.04 Step 2**

If the grievance is not settled at Step 1, the Association may within ten (10) working days from the response in Step 1, submit a written grievance to the CAO or his designate. The parties shall meet with the Employer within ten (10) working days from the date of submission of the grievance. The CAO or his designate shall notify the Association of his decision in writing within ten (10) working days following said meeting. In the event that the grievance is denied or the CAO or his designate fails to respond, the grievance may be submitted to arbitration.

23.05 A “Group Grievance” is defined as a single grievance, signed by a Steward or CLAC Representative, on behalf of a group of volunteers who have the same complaint. Such grievances must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.

23.06 A “Policy Grievance” is defined as one that involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to Step 2 of the grievance process. Such Policy Grievance

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shall be signed by a steward or CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or its representative.

- 23.07 If a grievance remains outstanding after Step 2 of the grievance procedure, the parties may by mutual agreement refer the grievance to mediation. The party requesting mediation shall send notice of its desire to refer the grievance to mediation within ten (10) working days of receiving the written decision at Step 2 or within ten (10) working days after a decision should have been issued. The parties agree that, if appointed, a mediator shall be jointly chosen and that all expenses arising from the appointment of a mediator shall be shared equally.

**ARTICLE 24 - GRIEVANCE ARBITRATION**

- 24.01 If the parties fail to settle the grievance pursuant to the procedure at Article 23, the grievance may be referred to arbitration under the following procedure.
- 24.02 The party requiring arbitration must serve the other party with written notice of its desire to arbitrate within fifteen (15) working days:
- a. after receiving the written decision at Step 2, or after said decision should have been issued; or
  - b. after failing to resolve the grievance at mediation, if applicable.
- 24.03 All arbitrations shall be heard by a single arbitrator. If the parties do not agree upon a single arbitrator within fifteen (15) working days after receipt of the written notice referred to in Article 24.02, a request for the appointment of the single

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arbitrator may be made by request to the Minister of Labour for Ontario.

- 24.04 The parties acknowledge that the time limits set out in both the Grievances and Arbitration procedures must be strictly complied with unless there is a written agreement between the parties to extend them. Failure to do so shall result in the grievance being deemed to have been abandoned notwithstanding the provisions of Section 48(16) of the *Labour Relations Act, 1995*.
- 24.05 No matter may be submitted to arbitration that has not been properly carried through all requisite steps of the grievance procedure.
- 24.06 Each of the parties agrees to equally share the cost of the arbitrator.
- 24.07 No arbitrator shall be authorized to make any decision inconsistent with the provision of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

**ARTICLE 25 - RELIEF FIREFIGHTERS**

- 25.01 If a full-time firefighter is to be absent, the City may, at the Fire Chief's (or his designee's) discretion, offer a working opportunity to a volunteer firefighter to cover that absence.
- 25.02 Volunteer firefighters shall not be used to relieve full-time officers.
- 25.03 Relief opportunities shall only be made available to those holding the rank of volunteer firefighter.

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- 25.04 To be eligible to accept a working opportunity, the volunteer firefighter shall possess and be current in the following minimum qualifications:
- a. NFPA 1001 Levels 1 and 2 or equivalent;
  - b. Pump Driver Operator;
  - c. Aerial Driver Operator;
  - d. First Aid and AED; and
  - e. Ice Water Rescue training.
- 25.05 A volunteer firefighter without their Aerial Training or Ice Water Rescue Training, may take a relief firefighter vacancy until September 2018, provided they are registered to take those courses in 2018, have already completed their fire department swim test, and subsequently pass both training courses. For further clarity, effective September 2018, no volunteer firefighter will be eligible to work in a relief firefighter capacity unless they possess all of the qualifications noted in 25.04.
- 25.06 A volunteer firefighter acting in a relief firefighter capacity shall be compensated in accordance with the terms of this Collective Agreement, and all other conditions pertaining to their employment shall be under this Agreement.

**ARTICLE 26 - CRIMINAL CHECK**

- 26.01 Employees occupying a designated position at the City of Clarence-Rockland, where the requirement to complete and maintain a Police or Criminal Record Check was an original condition of employment shall be responsible for:

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- a. Providing an updated criminal record check, including vulnerable sector verification, every five (5) years;
- b. submitting their updated Criminal Record Check to the Fire Chief or designate for tracking purposes; and immediately notifying their manager of any changes that would negatively affect their original Police or Criminal Record Check.

The presence of a criminal record does not automatically disqualify an individual from a position. The Human Resources Manager, or designate, will assess each situation to decide to what extent the individual would pose a risk to children and/or vulnerable adults. Violations of this Policy may result in appropriate disciplinary measures, up to and including termination of employment.

**ARTICLE 27 - VACCINATIONS**

27.01 As a requirement under various agreements, the City is obligated to ensure that any firefighter responding to medical calls is appropriately vaccinated against communicable diseases. As such, every member of this Agreement agrees to provide proof of vaccinations (and ongoing updates as required) for the following:

- a. Tetanus Diphtheria
- b. Polio
- c. Pertussis
- d. Varicella (chickenpox)
- e. Measles
- f. Mumps

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- g. Rubella
- h. Hepatitis B
- i. Influenza

The City agrees to cover any associated cost not already covered by OHIP for these vaccinations for current members. Receipts shall be submitted, and any valid cost shall be reimbursed on the volunteers next scheduled pay (or sooner).

**ARTICLE 28 - TECHNOLOGICAL CHANGE**

- 28.01 At least ninety (90) days prior to the introduction or implementation of substantial technological change, or substantial changes in mechanisation affecting employees, the Employer shall, by written notice, notify the Association with full information of the planned change or changes. Such prior notice shall contain relevant information respecting:
- a. the nature and degree of the change;
  - b. the date or dates on which the Employer plans to effect the change; and
  - c. the effects of the change or changes on each classification of employee.
- 28.02 Should such technological change dictate a reduction in the number of volunteer firefighters, consultation shall occur between the Employer and the Association with a view to minimizing the volunteer reductions.
- 28.03 This provision is in addition to any other rights the parties may have under this Collective Agreement.

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**ARTICLE 29 - DURATION**

29.01 This Agreement shall continue in full force and effect on January 1, 2018, and shall continue until December 31, 2021 and for further periods of one (1) year, unless notice is given by either parties of the desire to delete, change, or amend any of the provisions contained herein, within the period of ninety (90) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

DATED at \_\_\_\_\_, ON, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed on behalf of  
**THE CITY OF CLARENCE-ROCKLAND**

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

Signed on behalf of  
**ONTARIO VOLUNTEER FIREFIGHTERS ASSOCIATION, CLAC LOCAL 920**

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

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**SCHEDULE "A"**  
**HONORARIUMS AND CLASSIFICATIONS**

| <b>Classification</b>  | <b>Level</b>  | <b>Jan 1<br/>2018</b> | <b>Jan 1<br/>2019</b> | <b>Jan 1<br/>2020</b> | <b>Jan 1<br/>2021</b> |
|--|---------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Probation</b>   | N/A<br>(70%)  | 15.28                 | 15.55                 | 15.82                 | 16.10                 |
| <b>Firefighter</b>   | Y1<br>(80%)   | 17.46                 | 17.77                 | 18.08                 | 18.40                 |
|  | Y2<br>(90%)   | 19.65                 | 19.99                 | 20.34                 | 20.70                 |
|  | Y3<br>(100%)  | 21.83                 | 22.21                 | 22.60                 | 23.00                 |
| <b>Captain</b>   | N/A<br>(110%) | 24.01                 | 24.43                 | 24.86                 | 25.30                 |
| <b>Relief Firefighter (only while acting<br/>in this capacity)</b> | N/A           | 30.33                 | 30.86                 | 31.40                 | 31.95                 |

**Notes:**

**1. Vacation Pay**

For volunteers with 0-4 years of continuous employment: The Employer will pay vacation pay in the amount of four percent (4%) of gross wages (excluding vacation pay), in a manner consistent with the requirements of the *Employment Standards Act, 2000*.

For volunteers with 5 or more years of continuous employment: The Employer will pay vacation pay in the amount of six percent (6%) of gross wages (excluding vacation pay), in a manner consistent with the requirements of the *Employment Standards Act, 2000*.

**2. Honorarium increases shall be applied on the first day of the next full pay period.**

**THE CITY OF CLARENCE-ROCKLAND**  
**COLLECTIVE AGREEMENT: January 1, 2018 – December 31, 2021**

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**SCHEDULE "B"**  
**HOURS OF EMPLOYMENT AND RESPONSIBILITIES**

**1. Emergency Response Calls**

- a. A probationary and permanent volunteer firefighter will respond to an alarm subject to minimum attendance requirements.
- b. Payment for response to an emergency event shall begin at;
  - i. the time of dispatch, if the volunteer firefighter responds directly to the station or emergency scene when notified by pager; or,
  - ii. the time they are requested to respond for standby.
- c. When a volunteer firefighter responds to a call but is directed to return to the station or remain in station, as the case may be, he shall remain in station for up to thirty (30) minutes after being dispatched, at the discretion of the District Chief or designate, and shall complete the duties assigned to him by the District Chief or his designate. A volunteer who has excused himself from his regular place of employment, and who must return to work shall be exempt from this expectation, unless the Employer is satisfied that doing so may jeopardize the effective or safe operation of the Department.
- d. Volunteers shall receive a minimum of two (2) hours pay for every emergency event to which they are dispatched, and payment in whole hours for any time beyond the second hour.
- e. Payment for emergency response shall conclude at;
  - i. The time that the volunteer firefighter left the scene and ceased involvement in the call; or

**THE CITY OF CLARENCE-ROCKLAND****COLLECTIVE AGREEMENT: January 1, 2018 – December 31, 2021**

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- ii. if required to return to the station to assist with the clean-up and return to service of the apparatus and equipment, then until the time that volunteer is released from duty by the ranking officer in the station.
- f. All probationary and permanent volunteers shall attend the following percentage of emergency responses for their assigned station per year and over the course of every rolling six (6) month period:
- i. A minimum of fifty percent (50%) of all station emergency responses occurring between the hours of 6:00 a.m. to 6:00 p.m. Monday to Friday, and between the hours of 6:00 p.m. Friday to 6:00 a.m. on Monday; or
  - ii. A minimum of fifty percent (50%) of all station emergency responses occurring between the hours of 6:00 p.m. to 6:00 a.m. Monday to Friday, and between the hours of 6:00 p.m. Friday to 6:00 a.m. on Monday.

**2. Training**

- a. The Employer shall schedule regular training periods (herein referred to as Training Nights) at each volunteer or composite fire station that probationary and permanent volunteers will attend at their discretion, subject to minimum attendance requirements;
  - i. Station 1 & 2 - First (1st) and third (3rd) Wednesday night of each month from 7:00 p.m. to 9:00 p.m.
  - ii. Station 3 – Second (2nd) and Fourth (4th) Wednesday night of each month from 7:00 p.m. to 9:00 p.m.

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- b. Training hours shall be paid at the volunteer's regular rate of pay, pursuant to Schedule "A".
- c. Training nights may be extended by up to one (1) hour at the discretion of the District Chief.
- d. The volunteer responsible for the delivery of training shall be paid for all hours spent preparing for a training event as approved by the Deputy Chief or his designate. Payment shall be at the volunteer's regular rate of pay as per Schedule "A".
- e. NFPA Certification: Probationary and Permanent volunteers shall be paid one (1) hour at his regular rate of pay for successfully completing of the online tests applicable to each chapter of the NFPA Firefighter 1 and 2 online programs.
- f. All probationary and permanent volunteer firefighters shall attend a minimum of sixty percent (60%) of the Training Nights and Special Training Sessions applicable to their assigned station per year and over the course of every rolling six (6) month period. In the event that a probationary or permanent volunteer is unable to attend a Training Night or Special Training Session at his station, he may attend the Training Night or Special Training Session of any other volunteer or composite fire station upon notifying the Training Captain at his station.
- g. The Employer may schedule Special Training Sessions at its discretion.
- i. When spaces in such specialized training are limited to less than five (5), both the Association and the Employer acknowledge that the purpose of attending such Special Training Sessions is to bring that specialized knowledge

**THE CITY OF CLARENCE-ROCKLAND****COLLECTIVE AGREEMENT: January 1, 2018 – December 31, 2021**

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back, and help deliver that training to all members of the department. Therefore, the Employer will endeavour to offer such opportunities fairly amongst all stations and members, and will prioritize offers to attend such training in the following manner:

Permanent volunteer who are:

- 1) Qualified NFPA 1041 Fire Service Instructor Level 1 (or equivalent, such as the T/F or TFPS courses);  
or
  - 2) Experienced fire service instructors; or
  - 3) Otherwise approved to attend training at the discretion of the Fire Chief or his designate.
- ii. When five (5) or more spaces are available for Special Training Sessions, the Employer will endeavour to offer such opportunities fairly amongst all stations and members (recognizing specific operational needs, such as ice/water training being focused in Station 3). Every effort will be made to ensure that in these situations, members from each station have the opportunity to attend these sessions.

Wherever possible, the Employer will give a minimum of forty-eight (48) hours' notice to members, who shall indicate their interest and availability in the opportunity to participate. If a Special Training Session is deemed mandatory, the Employer shall provide as much notice as possible of the Special Training Session. If circumstances warrant, the Employer will endeavour to schedule multiple opportunities to take the training, to the extent that the

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Employer deems a second opportunity both appropriate and reasonable in the circumstance.

**3. Station Duties**

- a. In order to ensure the efficient, effective and safe operation of each station and the apparatus therein, the Captain responsible for station maintenance shall in consultation with the District Chief, assign station duties to be completed during two (2) semi-monthly Station Duty Events as follows:
  - i. Station 1 & 2 - Second (2nd) and Fourth (4th) Wednesday night of each month from 7:00 p.m. to 9:00 p.m.
  - ii. Station 3 – First (1st) and third (3rd) Wednesday night of each month from 7:00 p.m. to 9:00 p.m.
- b. The District Chief shall devise teams of a maximum of eight (8) members, to which each probationary and permanent volunteer shall be assigned. Each team will be assigned to attend Station Duty Events on a rotating basis. All probationary and permanent volunteers shall attend a minimum of sixty percent (60%) of their assigned Station Duty Events over the course of every year and rolling six (6) month period.
- c. At the Employer's discretion, a Training Night, Special Training Event, or department meeting may be scheduled to take place instead of a Station Duty evening. The Employer shall provide volunteers no less than five (5) days' notice of such change.
- d. Station Duty hours shall be paid at the volunteer's regular rate of pay, pursuant to Schedule "A"

**THE CITY OF CLARENCE-ROCKLAND**  
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**4. Officers Duties**

a. The Employer shall appoint at least three (3) Captains at stations 1 and 2, and at least four (4) Captains at station 3, who shall each be assigned specific roles, namely;

- i. Training
- ii. Maintenance
- iii. Prevention
- iv. Pre-planning

b. Each Captain shall be paid for all hours spent on administrative functions as approved by the District Chief. Payment shall be at the Captain's regular rate of pay as per Schedule "A".

**5. Fire Prevention**

Probationary and Permanent volunteers that are assigned to participate in fire inspections, education, or other prevention duties shall be paid for all such hours, at the volunteer's regular rate of pay, pursuant to Schedule "A".

**6. Witness Duty**

A probationary or permanent volunteer subpoenaed to act as a witness in a criminal or civil court proceeding in connect to his service with the Employer, and whose wages are not continued by the his regular employer shall receive his rate of pay identified at Schedule "A" for each hour of attendance, less any payment received for witness duty.

**7. Committee Duties**

Probationary and permanent volunteers that participate on committees, at the request of the Fire Chief, or at the request of

**THE CITY OF CLARENCE-ROCKLAND****COLLECTIVE AGREEMENT: January 1, 2018 – December 31, 2021**

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the Chief's designate, shall receive the rate of pay identified at Schedule "A".

8. **No Simultaneous Payment:** In the event that a Training Night, Special Training Event or Station Duty Event is disrupted by an emergency response, probationary and permanent volunteers dispatched to the emergency event shall not receive simultaneous payment for the emergency response and his other scheduled activities. If a probationary or permanent volunteer leaves a Training Night, Special Training Event or Station Duty Event to attend to an emergency event and his response hours in respect of said event (as determined by section 1 (e), above) go beyond 9:00 p.m. (or in the case of a Special Training Event, beyond the conclusion of the Event), he shall receive a minimum of two (2) hours payment in respect of said emergency response.

**THE CITY OF CLARENCE-ROCKLAND**  
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**SCHEDULE “C”**  
**PERSONAL PROTECTIVE EQUIPMENT AND APPAREL**

1. The Employer agrees to provide probationary volunteers and volunteers that have obtained permanent status with the following personal protective equipment:

- a. Bunker gear that meets the standards set by NFPA 1971 “Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting”, 2007 edition or newer, including a fitted mask, and as necessary, a spectacle kit.
- b. One (1) pair of structural firefighting rubber boots, properly fitted to the volunteer, to be replaced as necessary; however, if a volunteer prefers a pair of structural firefighting leather boots, properly fitted to the volunteer, he may pay the difference in cost between the rubber boots and the leather boots. Such payment shall be deducted off his next pay cheque.

Upon successfully completing five (5) years of continuous service with the Department, the Employer agrees to provide one (1) pair of structural firefighting leather boots (instead of rubber boots), properly fitted to the volunteer, to be replaced/repared as necessary.

- c. Functional Pager
- d. Flame resistant coveralls for providing protection to the legs, torso and arms having a pant cuff and wrist design so as to protect skin exposure when worn with boots and gloves.

**THE CITY OF CLARENCE-ROCKLAND**  
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- e. Safety glasses
- f. CSA approved safety footwear for use in station and at non-emergency events.

Save and except for footwear, the above items shall remain the property of the City of Clarence-Rockland and shall be returned upon cessation of employment.

2. The Employer shall maintain an inventory of excess bunker gear, in assorted sizes, for use when primary gear is out of service. Excess bunker gear shall be supplied to a volunteer at his station, when needed, in a timely fashion.
3. Upon hiring, a probationary volunteer shall be issued the following apparel:
  - a. One (1) three-in-one jacket;
  - b. One (1) uniform sweater (either jersey knit v-neck or job shirt);
  - c. Two (2) CRFD t-shirts;
  - d. One (1) pair of uniform pants;
  - e. One (1) belt;
  - f. One (1) toque; and
  - g. One (1) bunker gear bag.

Upon successful completion of recruit training, a probationary volunteer shall be issued the following apparel:

- a. Two (2) CRFD t-shirts (totalling 4);
- b. Two (2) station wear short-sleeve shirts;
- c. One (1) station wear long –sleeve shirt;
- d. Two (2) pairs of epaulettes; and
- e. One (1) pair of uniform pants (totalling 2).

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4. Upon completion of probation, the Employer agrees to provide each volunteer with the following apparel:
  - a. One (1) engraved name bar;
  - b. One (1) tie; and
  - c. One (1) tie clip.
  
5. Notwithstanding the foregoing, the Employer will replace issued ill-fitting or damaged apparel through normal wear and tear as needed.
  
6. An employee who has completed ten (10) years of service as a volunteer firefighter with the City of Clarence-Rockland will be provided with one (1) dress uniform.

**OTTAWA MEMBER CENTRE**

100-38 Antares Dr  
Ottawa, ON K2E 7V2  
T: 613-238-2522  
TF: 888-279-2522  
F: 613-238-9255  
ottawa@clac.ca

**CLAC RETIREMENT**

1-800-210-0200

**CLAC BENEFITS**

1-800-463-2522

**CLAC TRAINING**

1-877-701-2522

**CLAC JOBS**

1-877-701-2522

**[clac.ca/myCLAC](http://clac.ca/myCLAC)**

**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND****BY-LAW NUMBER 2018-116**

**BEING A BY-LAW TO ADOPT AN EMERGENCY PLAN FOR THE CITY OF CLARENCE-ROCKLAND PURSUANT TO THE EMERGENCY MANAGEMENT AND CIVIL PROTECTION ACT, R.S.O., 1990, CH. E 9, AS AMENDED.**

**WHEREAS** the Emergency Management & Civil Protection Act, Section 3(1) requires every municipality to develop and implement an emergency plan;

**AND WHEREAS** Section 6.2(1) of the Emergency Management & Civil Protection Act requires every municipality to submit a copy of their Emergency Plan to the Chief, Emergency Management Ontario;

**AND WHEREAS** Section 9 of the Emergency Management & Civil Protection Act stipulates what an Emergency Plan may include;

**AND WHEREAS** Section 10 of the Emergency Management & Civil Protection Act requires that a copy of the Emergency Plan shall be available for review by the public;

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

1. That the Emergency Plan forming Schedule 'A' to this By-law, be adopted as the current Emergency Plan for the City, and any former plans are hereby rescinded;
2. That the Community Emergency Management Coordinator (CEMC) be directed, upon the passing of the By-law, to submit a copy of the Emergency Plan forthwith to the Chief, Emergency Management Ontario;
3. That the Community Emergency Management Coordinator (CEMC) be directed, upon the passing of this By-law, to provide an electronic copy of this Emergency Plan to the City's Communications Officer who shall post a copy of the plan on the City's website.
4. That the City of Clarence-Rockland Emergency Plan shall be reviewed at least annually by the Community Emergency Management Program Committee, who shall report such review to Council;

5. That the City of Clarence-Rockland Emergency Plan shall be exercised at least annually. The exercise shall be overseen by the Community Emergency Management Program Committee, who shall report such exercise to Council;
6. That this By-law shall come into force and effect on the day it is enacted.

**READ, DONE AND PASSED IN OPEN COUNCIL, THIS 13<sup>TH</sup> DAY OF AUGUST, 2018.**

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**Guy Desjardins, Mayor**

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**Monique Ouellet, Clerk**



## REPORT N° PRO2018-015

|                     |   |
|---------------------|---|
| <b>Date</b>         | 18/06/2018                                |
| <b>Submitted by</b> | Brian Wilson                              |
| <b>Subject</b>      | Emergency Plan By-Law                     |
| <b>File N°</b>      | <a href="#">Click here to enter text.</a> |

1) **NATURE/GOAL :**

To have Committee recommend to Council to adopt the proposed Emergency Plan By-Law, and the attached Emergency Plan for the City of Clarence-Rockland.

2) **DIRECTIVE/PREVIOUS POLICY :**

The Emergency Management and Civil Protection Act requires every municipality to develop an emergency plan, to submit a copy of it to the Province and the public, and to test the emergency plan at least annually.

In 2017, the City adopted a new Emergency Management Program By-Law which established the planning committee to oversee the entire emergency management program.

3) **DEPARTMENT'S RECOMMENDATION :**

**THAT** Committee recommend to Council to adopt the proposed Emergency Plan By-Law.

**QUE** le Comité recommande au Conseil d'adopter le règlement du plan d'urgence proposé.

4) **BACKGROUND :**

In the fall of 2017, Council adopted a new Emergency Management Program By-law which established the Emergency Management Program Committee. Since that time, the Committee has met to review a newly proposed Emergency Plan, which is now being brought forward for consideration by Council for adoption as the emergency plan for the City of Clarence-Rockland.

5) **DISCUSSION :**

Given our proximity to the City of Ottawa, and the possibility of requesting assistance from Ottawa in the event of a major catastrophe in Clarence-Rockland, it was felt by the Community Emergency Management Coordinator (CEMC) prudent to base the new Emergency Plan in a similar fashion, layout, and feel as Ottawa's. Thus, Ottawa's Emergency Plan was used as a template in developing this proposed Emergency Plan.

This plan is comprehensive, and will require training by key City personnel so that staff who may occupy an Emergency Operations Centre are familiar with the contents and operation of the plan.

As required under the Act, the City is in the midst of planning a comprehensive tabletop emergency exercise to be conducted in the fall of 2018. The intent is to have Council adopt the new Emergency Plan in advance of this exercise, such that staff can be trained on the Emergency Plan and utilize it during this exercise.

- 6) **CONSULTATION:**  
City of Ottawa – Emergency Management  
Ontario Emergency Management (Office of the Fire Marshall and  
Emergency Management)
- 7) **RECOMMENDATIONS OR COMMENTS FROM COMMITTEE/ OTHER  
DEPARTMENTS :**  
None.
- 8) **FINANCIAL IMPACT (expenses/material/etc.):**  
None.
- 9) **LEGAL IMPLICATIONS :**  
Adoption of an Emergency Plan is a legal requirement pursuant to the  
Emergency Management and Civil Protection Act.
- 10) **RISK MANAGEMENT :**  
None.
- 11) **STRATEGIC IMPLICATIONS :**  
None.
- 12) **SUPPORTING DOCUMENTS:**  
By-law #2018-xx – Emergency Plan By-Law  
2018-xx Schedule A – Emergency Plan



# Emergency Plan

# 2018

FINAL  
Approved by Council on  
June 18, 2018

Protective Services Department  
Emergency Management

A copy of this document is available in alternative formats upon request.  
Please contact the Community Emergency Management Coordinator at: 613-446-6022 ext. 2301

# City of Clarence-Rockland Emergency Plan

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## City of Clarence-Rockland Emergency Plan

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## City of Clarence-Rockland Emergency Plan

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### **PART 1: INTRODUCTION**

Conscious of its potential vulnerabilities, the City of Clarence-Rockland has developed an Emergency Plan (the “Plan”) that is designed to be comprehensive and aims at heightening the combined level of response throughout the City’s emergency response community. This Plan is based on an all-hazard and multi-departmental approach to be used by all city services during planned or unplanned events and/or incidents. Each city service that has a function to fulfill under this Plan is also expected to develop its own supporting formal emergency plan and corresponding response capability.

## City of Clarence-Rockland Emergency Plan

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### **PART 2: AIM**

The aim of this Plan is to make provisions for the extraordinary arrangements and measures that may have to be taken to:

- Protect the health and safety of responders
- Save lives
- Reduce suffering
- Protect public health
- Protect infrastructure and property
- Protect the environment
- Reduce economic and social losses
- Protect public confidence

This Plan is designed to:

**Provide an enhanced and co-ordinated level of planning and readiness to better respond to the needs of the community during a major emergency, while still ensuring the delivery of city services to the other areas of the City.**

This Plan will outline the City's overall municipal emergency management response strategy during each phase of an emergency: prior, during, and post event. This Plan also informs each service of their specific roles and responsibilities during an emergency.

For further details, please contact the Community Emergency Management Coordinator at:

City of Clarence-Rockland  
Protective Services Department – Emergency Management  
1560 Rue Laurier  
Rockland, ON  
K4K 1P7

(613) 446-6022 ext. 2301

## City of Clarence-Rockland Emergency Plan

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### PART 3: AUTHORITY

The *Ontario Emergency Management and Civil Protection Act*, R.S.O.1990, last amended 2006, is the legal authority for the City of Clarence-Rockland's Emergency Management Plan.

The overall emergency management program is overseen by the City's Emergency Management Program Committee, as appointed by municipal by-law.

As enabled by the *Ontario Emergency Management and Civil Protection Act (EMCPA)*, the City of Clarence-Rockland's Emergency Plan and its elements have been issued under:

- The City of Clarence-Rockland Emergency Management By-law #2017-##
- The City of Clarence-Rockland Emergency Management Plan By-law # 2018-##

The development of this Plan complies with provincial and federal legislation, as well as generally accepted standards and best practices in risk assessment and emergency management. Among these are:

- *Ontario Emergency Management and Civil Protection Act*, R.S.O.1990, last amended 2006
- *Accessibility for Ontarians with Disabilities Act*
- *Ambulance Act*
- *Building Code Act*, 1992
- *Canada Labour Code Part II*
- *Coroner's Act*
- *Criminal Code* (including Section 217.1 – Bill C-45)
- *Day Nurseries Act*
- *Employment Standards Act*, 2000
- *Environmental Protection Act*
- *Fire Protection and Prevention Act*, 1997
- *Health Protection and Promotion Act*, R.S.O 1197, Chapter H7
- *Highway Traffic Act*
- *Long Term Care Homes Act*
- *Ministry of Community and Social Services Act*
- *Municipal Act*, 2001
- *Occupational Health and Safety Act*
- *Police Services Act*
- *Private Investigators and Security Guards Act*
- *Safe Drinking Water Act*, 2002
- *Vital Statistics Act*
- *Workplace Safety and Insurance Act*, 1997

## City of Clarence-Rockland Emergency Plan

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- *Canadian Standards Association CAN/CSA-Z731-03 (R2009): Emergency Preparedness and Response*
- *Canadian Standards Association CAN/CSA-Z1600 2008: Emergency Management and Business Continuity Programs*
- *Emergency Management Standard: Emergency Management Accreditation Program 2010*
- *National Fire Protection Association NFPA 1600 Standard on Disaster/ Emergency Management and Business Continuity Programs, 2000 Edition, NFPA, 2000.*

### 3.1 Emergency Operations Centre Control Group Authority

Under the *Ontario Emergency Management and Civil Protection Act*, Regulation 380/04, the Emergency Operations Centre (EOC) Control Group may, at any time, seek the advice, assistance and authority from the following:

- Officials or employees of any level of government who are involved in emergency management;
- Representatives of organizations outside government who are involved in emergency management;
- Persons representing industries that may be involved in emergency management;

Under regulation 380/04 s. 13(4), the group **shall** direct the municipality's response in an emergency, including the implementation of the municipality's emergency plan.

### 3.2 Definition of an Emergency

The following definitions reflect how a situation can evolve into a full scale emergency event. The City of Clarence-Rockland defines:

- An **incident** as a situation caused by natural or human elements that requires a response to protect life, property, or the environment. An incident may be geographically confined (e.g. within a clear delineated site or sites) or dispersed (e.g. a widespread power outage or an epidemic). Incidents may start suddenly (e.g. a chemical plant explosion) or gradually (e.g. a drought). They may be of very short duration (e.g. a call for medical assistance), or continue for months or even years. Incidents can include terrorist attacks or threats, fires related to wild land and urban settings, floods, hazardous materials spills, demonstrations, aircraft crashes, earthquakes, hurricanes, tornadoes, tropical storms and public health or medical situations.
- An **event** as a natural or man-made situation that has come to fruition, resulting in incident(s) of substantial extent causing significant physical damage or

## City of Clarence-Rockland Emergency Plan

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destruction, loss of life, or drastic change to the natural environment. An event can be defined as tragic incident(s) with great loss stemming from earthquakes, floods, catastrophic accidents, fires, or explosions.

- An **emergency** as a situation or impending situation caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger of major proportions to life or property. These situations could threaten public safety, public health, the environment, property, critical infrastructure and economic stability. There are three categories of emergencies: human caused, natural and technological.

### 3.3 Action Prior to Declaration of an Emergency

When an emergency exists, but has not yet been declared, City services and partners may take such action(s) under this Emergency Plan as may be required to protect property and the health, safety and welfare in the City of Clarence-Rockland. In the absence of a formal declaration, this Plan or its annexes may also be implemented in whole, or in part.

## City of Clarence-Rockland Emergency Plan

### PART 4: EMERGENCY NOTIFICATION PROCEDURES

This section presents the mechanisms established to facilitate the co-ordination of complex and multi-departmental responses to events. Highlighted in this section is the importance of information sharing amongst all city services, as well as with external partners, while applying an enhanced risk management lens to the event at hand.

These mechanisms include:

- 1) Surveillance and Situational Awareness
- 2) Enhanced Risk Management
- 3) Notification Procedures
  - a. Normal Operations
  - b. Enhanced Operations
  - c. Activated
- 4) Risk Management and Response Escalations
- 5) State of Emergency

#### 4.1 Surveillance and Situational Awareness

Surveillance procedures consist of all mechanisms ensuring the detection (in real time) of unusual situations that could impact the City of Clarence-Rockland. Residents, businesses, call centres and the media must also remain vigilant and report any unusual and suspicious activities. Table 1 provides examples of surveillance mechanisms.

| <b>System/Organization</b>                               | <b>Surveillance</b>  |
|--|--|
| Police Service / Law Enforcement                         | There are three levels of police and law enforcement who constantly monitor the Clarence-Rockland area: Municipal, Clarence-Rockland Municipal Enforcement Officers; Municipal/Provincial, Ontario Provincial Police (OPP); Federal, Royal Canadian Mounted Police   |
| Media  | Media (radio, television, the internet) are good sources of real time information on the hazards and external threats affecting the City.  |
| Neighbouring Municipalities                              | In some cases, disasters taking place in adjacent municipalities can affect the City of Clarence-Rockland. The City has developed a network of contacts with neighbouring municipalities and other levels of government.   |
| Residents  | Citizens are often the first to become aware of an unusual or threatening situation. They can help maximize the City's response time by calling emergency services. Call 9-1-1 to report a crime in progress or a life threatening emergency situation. Call City Hall Client Services for all other situations. |
| Eastern Ontario Public Health and UCPR Paramedic Service | Conduct Health Surveillance activities.  |
| City Services  | Municipal employees working throughout City territory can quickly alert municipal managers and the Protective Services Department, through internal escalation procedures.   |

## City of Clarence-Rockland Emergency Plan

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### 4.2 Enhanced Risk Management

*The management of risk is a shared responsibility at all City levels. All **employees** are required to demonstrate risk-aware thinking and accountability and communicate significant risks to their managers, who notify their Directors. Enhanced risk management provides a continuous, proactive, systematic and consistent approach to understand, manage and communicate risks from an organization-wide perspective. Risk management is the systematic process of identifying, analyzing and responding to risk. Risk management includes the avoidance and/or mitigation of hazards, the management of uncertainty and the harnessing of opportunities.*

It is the responsibility of all service areas to apply a risk management lens when monitoring activities in the City of Clarence-Rockland and when necessary escalate situations as per established protocols. In some instances (see Appendix 1 *Response Escalation* Version 1.1) the situation will require the sharing of information to a broader audience and will warrant notifying the Protective Services Department. It is the responsibility of the CEMC to gather information about situations that may have a significant impact on city resources and to share this information with Senior Administration. Each stakeholder determines the relevance of that information and the impact to their department. It is the responsibility of each department to establish protocols and escalation criteria for engaging their department. Managers and Directors are also expected to contact the CEMC when they are faced with a situation that seems out of the ordinary and has the potential to worsen or has the potential to be politically sensitive. When in doubt, the management team are expected to consult with the CEMC. While all members of management are expected to inform the CEMC of situations that may escalate, only the CEMC (or their alternate(s)) can initiate the notification procedures. Surveillance and situational awareness begins in normal operations, but is a part of each escalation response level.

Sharing of situational awareness allows for early mobilization of the resources necessary to deal with emergency events.

### 4.3 Notification Procedures

There are three levels of notifications which include:



**Normal** consists of normal daily operations that services must carry out according to standard operating procedures, guidelines, policy and procedures, and legislation.

## City of Clarence-Rockland Emergency Plan

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When a response to an event is required, it is co-ordinated by Incident Commanders and normal supervisory employees.

**Enhanced Operations** indicates a potential event which is outside of normal operating procedures. This event is imminent or occurring and could threaten public safety, public health, the environment, property, critical infrastructure and economic stability. This event may also be politically sensitive. During this phase, the CEMC and Senior Administration are alerted and engaged for full situational awareness and potential co-ordinated response.

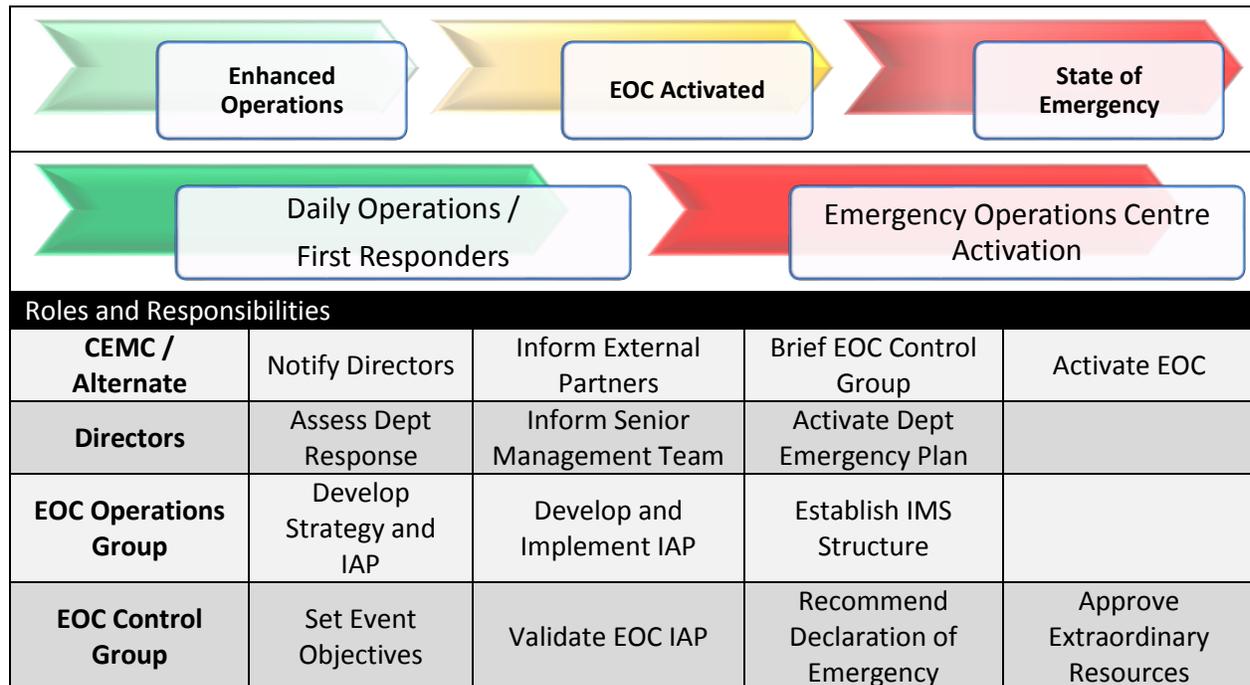
**Activated** indicates an event that requires activation of the Emergency Operation Centre (EOC). Activated is the highest level of response. The CEMC, in consultation with Senior Administration, will determine the on-call response team expected to make up the EOC.

The CEMC guides the escalation response by first sending out a notification that **an EOC activation** has been declared. This declaration mobilizes the EOC. The CEMC will gather additional situational awareness from the EOC Operations Group. Senior Administration (or their alternates) will form the initial EOC Operations Group. This initial action may be done through a conference call. The EOC Control Group may be convened through a conference call, or face-to-face, and will be provided with situational awareness so that they can determine the response goals for the EOC Operations Group. Each Group will determine whether there is a requirement to meet in a physical location or whether they can operate effectively as a virtual team. In circumstances where there are issues with communications, such as overloading of telephone circuits, both Groups may be directed to meet face-to-face at a predetermined location.

Table 2 provides a snapshot of roles and some activities of various Decision Centres, once Enhanced Operation level thresholds are met.

## City of Clarence-Rockland Emergency Plan

**Table 2: Notification and Response Activities**



Note: Engaging the CEMC and/or Senior Administration does not mean that CEMC and the Protective Services Department are taking over the response. An Incident Commander is always responsible for the emergency site.

#### 4.4 Risk Management and Response Escalation

Appendix 1 *Response Escalation Version 1.1* provides a list of criteria that meet normal, enhanced, and activated levels of response. It is the responsibility of each service area to inform the CEMC when these thresholds are met. While this list is very comprehensive it is not an exhaustive list and should only be used as a guideline. When in doubt, services are encouraged to contact the CEMC.

#### 4.5 State of Emergency

Not every emergency will lead to a declaration of a State of Emergency. However, if a declaration of a State of Emergency is required, for the whole or a part of the City of Clarence-Rockland, only the Mayor or his/her designate can declare and then terminate a State of Emergency. This decision is made in consultation with the EOC Control Group. The CEMC is responsible for completing all the paperwork and liaising with Emergency Management Ontario (EMO).

The following is the process for declaring a State of Emergency:

- EOC Director reviews criteria with EMO
- CEMC prepares recommendation and completes documentation
- EOC Control Group makes recommendations to the Mayor

## City of Clarence-Rockland Emergency Plan

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- Mayor approves and declares the State of Emergency
- CEMC will notify the PEOC of the municipality's declaration
- Only the Mayor or City Council can terminate a declaration

## City of Clarence-Rockland Emergency Plan

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### PART 5: ROLES AND RESPONSIBILITIES

This section outlines roles and responsibilities of personnel involved in an emergency response, specifically, the following key functions:

1. Community Emergency Management Coordinator
2. Protective Services Department - Emergency Management
3. Senior Administration
4. Decision Centres
  - Emergency Operations Centre
  - Service Command Centre
  - Incident Command Post
5. Incident Commander
6. City Council

#### 5.1 Community Emergency Management Coordinator (CEMC)

A Community Emergency Management Coordinator (CEMC) is defined as:

**An individual officially designated by a community who is responsible and accountable for the community's emergency management program. The CEMC must be, by definition, a municipal employee, as per the *Municipal Act*.**

In the City of Clarence-Rockland, the CEMC is a position held by the Director of Protective Services / Fire Chief. The Alternate CEMCs are the Deputy Fire Chief and the Manager of Municipal Enforcement.

- Links to the Provincial Emergency Operation Centre (PEOC) and Emergency Management Ontario (EMO).
- Availability to respond on a 24/7 basis (on-call).
- Acts as EOC Director, until relieved.
- Only the CEMC can initiate the notification procedures.
- Responsibilities include:
  - Maintaining situational awareness
  - Linking with Senior Administration
  - Activating the City of Clarence-Rockland Emergency Management Plan
  - Facilitating resource management

#### 5.2 Protective Services Department - Emergency Management (EM)

Emergency Management (EM) is a unit of the Protective Services Department and it ensures the safety of staff and residents in case of an emergency (as defined in Part 3 of this Plan). It provides and supports effective emergency and disaster management, and training and education to reduce risks to staff and residents' health, safety, security

## City of Clarence-Rockland Emergency Plan

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and property.

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EM is also responsible for:

- Co-ordinating city-wide emergency planning, including Senior Administration
- Managing the City's Emergency Management Program, including the:
  - Are You Ready Program (emergency preparedness public education)
  - Emergency Management Training and Exercise Program
- Co-ordinating and managing the City's Business Continuity Program

### 5.3 Senior Administration (Directors and Acting Directors)

- Notify CEMC of emergencies that may qualify for Enhanced Operations or Activated Operations, or to provide situational awareness.
- Available to respond on a 24/7 basis (on-call).
- CAO (or Acting) must respond to CEMC notifications, without delay.
- Confirm receipt of notification.
- Act as single point of contact for their Department to assess the requirement to respond or continue to monitor.
- Activate Departmental Emergency Plan.
- Provide Resource management on behalf of their department.
- Act as initial EOC general staff member until relieved and/or the appropriate Incident Management System (IMS) Team is established.

### 5.4 Decision Centres

- Decision Centres constitute the location where information is assembled and emergency management decisions are made.
  - The primary function of a common space for decision-making is to facilitate the gathering and sharing of information among responders.
  - These centres provide access to tools that permit rapid and efficient communication, allowing for informed event management centres to be led by a Service Command Centre Commander.
  - Each centre uses the Incident Management System (IMS). This includes the IMS functional organization, standard roles and responsibilities, and supporting IMS principles (see Part 6).
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## City of Clarence-Rockland Emergency Plan

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- The IMS Response Goals are used in all Decision Centres, including the emergency site.
- There are two Decision Centres in the City of Clarence-Rockland:
  - Emergency Operation Centre (EOC)
  - Incident Command Post (ICP)

Table 3 outlines the roles and functions of each of the Decision Centres.

| <b>Table 3: Decision Making Centres</b> |  |   |
|---|--|---|
|   | <b>Emergency Operations Centre (EOC)<br/>(City Co-ordination)</b>  | <b>Incident Command Post (ICP)<br/>(Site Co-ordination)</b>   |
| <b>Scope</b>                            | <b>Strategic</b>   | <b>Operational</b>  |
| <b>Domains of Concerns</b>              | <p><b>Control Group</b></p> <ul style="list-style-type: none"> <li>▪ Incident Consequence Management.</li> <li>▪ Define Objectives or the “what” needs to be accomplished.</li> <li>▪ Advises on declaring state of emergency.</li> <li>▪ Approves extraordinary resource requirement.</li> <li>▪ Sets policy direction.</li> <li>▪ Point of contact for external service centres such as federal or public agencies.</li> <li>▪ Provides the integrated City view.</li> <li>▪ Ensures consistent dissemination of public information.</li> <li>▪ Assures the continuity of services at a city-wide level.</li> </ul> <p><b>Operations Group</b></p> <ul style="list-style-type: none"> <li>▪ Extension of Control Group.</li> <li>▪ Determines the strategy set out by the Control Group - “how” the objectives will be accomplished.</li> <li>▪ City-wide management.</li> <li>▪ Provides Site support.</li> </ul> | <ul style="list-style-type: none"> <li>▪ Location from which Incident Commander oversees incident management and on-site operations.</li> <li>▪ Established when an incident occurs or is planned.</li> <li>▪ Positioned outside of the present and potential hazard zone but close enough to the incident to maintain command.</li> <li>▪ There is only one ICP for each incident or event. However, this facility may change locations during the incident.</li> <li>▪ Situation assessment.</li> <li>▪ Resource management.</li> <li>▪ Response protocols.</li> <li>▪ Responders accountability.</li> <li>▪ Rest and recovery.</li> <li>▪ Site layout.</li> <li>▪ Responders health and safety.</li> <li>▪ Hazard control.</li> <li>▪ Needs anticipation.</li> <li>▪ Information sharing.</li> </ul> |
| <b>Mobilization</b>                     | When the escalation criteria meets the Activation  | Any emergency response.   |

## City of Clarence-Rockland Emergency Plan

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|                     |  |  |
|---------------------|--|--|
|                     | threshold and/or situation warrants mobilization.  |  |
| <b>IMS</b>          | IMS Structure applies only in the EOC Operations Group   | IMS Structure applies <ul style="list-style-type: none"> <li>▪ Comprises the Command element (Single or Unified), Command Staff and may include other designated incident management officials and responders, including the General Staff.</li> </ul>   |
| <b>Jurisdiction</b> | <p><b>Municipal Boundaries</b></p> <ul style="list-style-type: none"> <li>▪ The EOC does not give direction to the Incident Commander (IC), however the EOC does maintain situational awareness. Any resources provided by the EOC to the site are then under the IC control.</li> </ul> | <p><b>Site</b></p> <ul style="list-style-type: none"> <li>▪ In the case of an emergency, consideration should be given to setting up area command.</li> </ul> <p><b>Area Command</b></p> <ul style="list-style-type: none"> <li>▪ An organization established to oversee the management of multiple incidents or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed.</li> </ul> |
| <b>Lead</b>         | <p><b>Control Group</b><br/>Chief Administrative Officer<br/><b>Operations</b><br/>EOC Commander</p>   | Incident Commander   |
| <b>Composition</b>  | <p><b>Control Group</b><br/>Senior Administration<br/><b>Operations</b><br/>Managers / Alternates</p>  | Command Staff and General Staff  |

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## City of Clarence-Rockland Emergency Plan

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### 5.5 Incident Commander (IC)

The entity or individual that is responsible for all incident activities, including the development of strategies and tactics, and the ordering and the release of resources. The Incident Commander (IC) has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations. The IC is expected to provide situational awareness to the EOC.

### 5.6 City Council

- Membership is the Mayor (Head of Council) and Councillors (elected officials).
- The Mayor is the only person who can make an emergency declaration.
- The Mayor may take such action and make such orders as he/she considers necessary and are **not** contrary to law to implement the Emergency Management Plan and to protect property, health, safety and welfare of the affected persons in the emergency area (Subsection 4(1) *EMCPA*).
- The Mayor or Council, or Premier of Ontario, can terminate a declaration.
- Although the Mayor may declare a State of Emergency, neither the Mayor nor the Council directs the response. This is the responsibility of the EOC Control Group.

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### **PART 6: INCIDENT MANAGEMENT SYSTEM (IMS)**

The Province of Ontario has approved the doctrine on Incident Management System (IMS) for Ontario. The City of Clarence-Rockland supports this doctrine and is currently implementing IMS in all Decision Centres. The City of Clarence-Rockland responds to all emergencies using the IMS.

This section briefly describes the following elements of IMS:

1. Definition
2. Response Goals
3. Organizational Structure
4. Principles

#### **6.1 Definition**

IMS is a standardized approach to emergency management encompassing personnel, facilities, equipment, procedures, and communications operating within a common organizational structure. The IMS is predicated on the understanding that in any and every emergency there are certain management functions that must be carried out, regardless of the number of persons who are available or involved in the emergency response.

#### **6.2 Response Goals**

The following IMS Response Goals are used in all Decision Centres:

1. Provide for the safety and health of all responders
2. Save lives
3. Reduce suffering
4. Protect public health
5. Protect infrastructure and property
6. Protect the environment
7. Reduce economic and social losses
8. Protect public confidence (established and used only by the City of Clarence-Rockland)

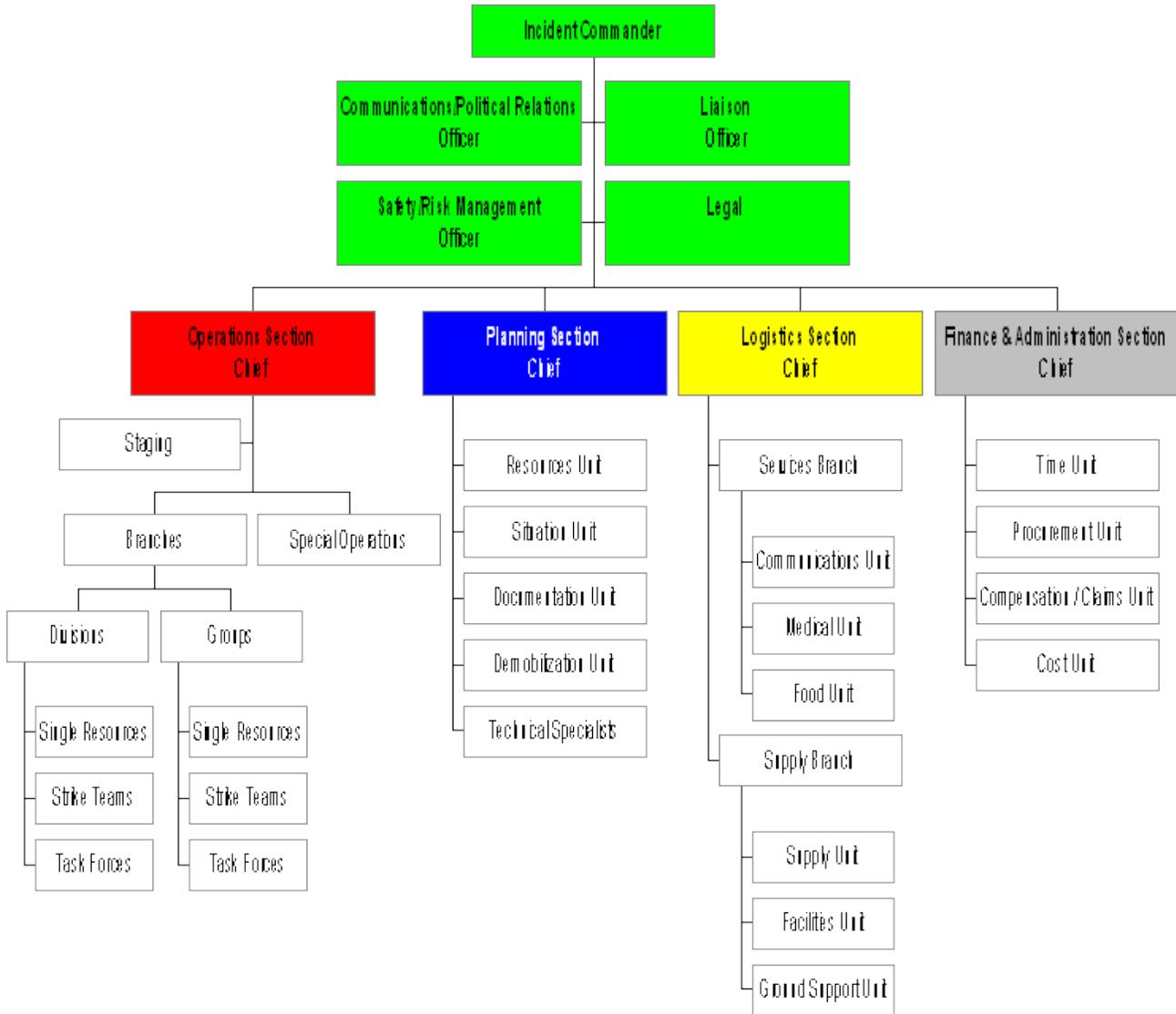
These goals are used by the Incident Commander to determine the response strategy at the site and the EOC Control Group to determine the objectives for the event. The objectives are then provided to the EOC Commander who will lead the EOC Operations Group in the development of the strategy and response.

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## 6.3 Organizational Structure

Table 4 provides an overview of how teams organize themselves under the IMS Structure. All IMS teams are organized in this way so that they can grow and work effectively with other IMS teams.

**Table 4: IMS Structure - Full Organizational Structure**



**Note:** The Incident Commander in the EOC is the EOC Commander. IMS is scalable; therefore the Incident Commander decides what structure is required to respond to the emergency.

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### 6.4 Principles

The following standard operating principles guide how the IMS organization functions:

1. Five primary management functions
2. Establishing and transferring command
3. Single or unified command
4. Management by objectives
5. Manageable span of control
6. Modular organization
7. Unity and chain of command
8. Common terminology
9. Consolidated Incident Action Plans
10. Personnel (accountability)
11. Integrated communications
12. Comprehensive resource management

To obtain more information on IMS, please consult the following resources:

- Emergency Management Ontario website provides provincial emergency professionals with information on IMS, as well as the opportunity to obtain IMS 100 Certification  
<http://www.emergencymanagementontario.ca/english/professionals/IMS/ims.html>
- Contact the Community Emergency Management Coordinator,  
Protective Services Department – Emergency Management

## **PART 7: COMMUNICATION AND EMERGENCY INFORMATION**

While information sharing with all stakeholders is critical at all times, during an emergency establishing communication between the emergency site(s), the various Decision Centres and with the public at large is paramount to the successful management of the emergency.

This section will outline the various communication strategies that are used in the City of Clarence-Rockland, highlighting the following categories:

1. Communication Tools
2. Emergency Management Cycles
3. Emergency Information

For communication to work, all those involved must clearly understand their roles and responsibilities as responders, and the role of their service during the emergency. All activities between the site and Decision Centres must be co-ordinated. Co-ordination between Decision Centres is critical and is based on established communication protocols that must be understood and followed by all personnel.

### **7.1 Communication Tools**

During emergency situations, Decision Centres possess several means of communicating and exchanging information.

Table 5 provides a brief list of various communication tools used by Decision Centres. It should be noted that as technology evolves this list will certainly change, however there is nothing more effective than face-to-face.

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| <b>Table 5: Decision Centre Communication Tools</b> |  |
|---|--|
| <b>Decision Centres</b>                             | <b>Communication Tools</b>   |
| Emergency Operations Centre Control Group           | <ul style="list-style-type: none"> <li>▪ Video Conferencing</li> <li>▪ Regular and cellular telephone links</li> <li>▪ E-mail</li> <li>▪ Personal Digital Assistant (PDA)</li> <li>▪ Radios</li> <li>▪ Person-to-person</li> <li>▪ Wall displays within the EOC</li> </ul> |
| Emergency Operations Centre Operations Group        | <ul style="list-style-type: none"> <li>▪ Video Conferencing</li> <li>▪ Regular and cellular telephone links</li> <li>▪ E-mail</li> <li>▪ Personal Digital Assistant (PDA)</li> <li>▪ Radios</li> <li>▪ Person-to-person</li> <li>▪ Wall displays within the EOC</li> </ul> |
| Incident Command Post                               | <ul style="list-style-type: none"> <li>▪ Video Conferencing (in authorized locations)</li> <li>▪ Person-to-person</li> <li>▪ E-mail (in authorized locations)</li> <li>▪ Cellular phones (in authorized locations)</li> <li>▪ Radio communications</li> </ul>              |
| Field Communication                                 | <ul style="list-style-type: none"> <li>▪ Person-to-person</li> <li>▪ Pager</li> <li>▪ Cellular phones (in authorized locations)</li> <li>▪ Radio communications</li> </ul>   |

### 7.2 Emergency Management Cycles

Emergency Management Cycles used by Decision Centres, as well as the communication process between these centres, are detailed in Table 6. Each Decision Centre lead should work towards the optimal co-ordination of actions taken. This requires a thorough and flexible approach. The following are guidelines for all management cycles:

## City of Clarence-Rockland Emergency Plan

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**Table 6: Emergency Management Cycle Guidelines**

|   |
|---|
| <p><b>Decision Centre's Cycle</b><br/>Each level of Decision Centre has its own Management Cycle, which is a function of its management scope (strategic, tactical or operational level) and the capacity that would be required for emergency response activities.</p>   |
| <p><b>Decision Centre's Activities</b><br/>The whole process (management cycles and co-ordination between centres) is repeated on a continuous basis. An adjustment period should be expected at the beginning of the process. The time allowed for each activity might vary according to needs. When planning the Emergency Communication Cycles, Decision Centres need to consider external factors, such as deadlines for news reports and communication to the public.</p>  |
| <p><b>Communication Between Decision Centres</b><br/>In order to optimize the exchange of information between Decision Centres (i.e. reduce the possibility of a busy line, a voicemail or no answer), the co-ordination of the allocated communication periods is pre-determined within the management cycle of each centre. In consultation with the Incident Commander (IC), the Emergency Operations Centre (EOC) Commander will establish the reserved periods for communication.</p>  |
| <p><b>Communication between Departments and the EOC</b></p> <ul style="list-style-type: none"> <li>▪ Communication with the incident site will normally be with either the Incident Commander or his/her appointed Liaison Officer.</li> <li>▪ The EOC may be in contact with multiple Department Heads and the Incident Commander.</li> <li>▪ The EOC Sector Chiefs will work with their functional peers across many organizations/jurisdictions.</li> <li>▪ The EOC performs a consolidating and co-ordinating role between multiple services.</li> <li>▪ Situational awareness between Departments and the EOC is the responsibility of the Planning Sections.</li> <li>▪ Situational awareness between the EOC and external agencies is the responsibility of the EOC Liaison Officer.</li> <li>▪ The EOC will act as the primary point of contact for all departments involved and external EOCs, such as the Provincial Emergency Operations Centre (PEOC) and where applicable the Federal Government Operations Centre (GOC).</li> </ul> |

## City of Clarence-Rockland Emergency Plan

### 7.3 Emergency Information

Emergency Management Ontario defines emergency information as:

*“Information about an emergency, which is communicated broadly to the community and other partners and stakeholders.”*

Emergency information is being communicated to the public in order to protect their health, safety, welfare and property and is usually directed to the media. Table 7 outlines the role of the Emergency Information Officer and various methods of public notification

**Table 7: Emergency Information**

As per the *Emergency Management and Civil Protection Act*, all municipalities must appoint an **Emergency Information Officer**. The Communications Officer is the Emergency Information Officer (EIO) for the City of Clarence-Rockland and acts as the primary media and public contact in an emergency. The Alternate Emergency Information Officer is the Executive Assistant to the CAO. EIO duties include:

- Writing and issuing press releases
- Co-ordinating media briefings
- Posting emergency information
- Answering media and public inquiries
- Identifying spokesperson

**Public notification** is the dissemination and communication of information to the public. In order to inform the public of the occurrence of an event or to take action, various public notification means may be used. The use of communication means will vary according to the event and the targeted audience. Communication must be done in a way that takes people with disabilities into consideration (i.e. bilingual, accessible formats and communication supports). The following is a non-exhaustive list of communication means available to the EOC: Media (TV, radio, print); clarence-rockland.com; social networking sites; door-to-door communications; Amateur Radio Emergency System (ARES); bullhorns; Variable Messaging Signs (VMS); as well as flyers and brochures.

Emergency public notification may also be done via the National Alert Aggregation and Dissemination System (NAADS). This is currently managed and accessed through the Provincial Emergency Operations Centre (PEOC) and allows for mandatory messaging on television and radio, and is able to send Wireless Emergency Alerts (WEA) onto enabled smartphones.

## **PART 8: CLARENCE-ROCKLAND SPECIFIC EMERGENCY FUNCTIONS**

The City's response to an emergency situation is based on a functional approach. By looking at the mandate of City services and partners, the City utilizes a detailed, global assessment of the needs of its population. This assessment provides the City with the knowledge to determine what specific tasks, organized as Emergency Functions, it would need to accomplish during an emergency. City services and partners are then able to decide, together, on the most efficient division of responsibility for these functions and divide them into several tasks under each function.

This section describes in detail the City's twenty-three (23) emergency functions as well as highlights the roles and responsibilities of each department involved in completing the tasks.

Table 7 lists the acronyms that are used in the Emergency Functions descriptions.

Table 8 describes all specific Emergency Functions to be accomplished for the City of Clarence-Rockland.

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| <b>Table 7: Acronyms</b>   |  |
|--|--|
| <b>Acronym</b>   | <b>Service / Department / Branch / Unit</b>  |
| <b>All</b>   | All Services   |
| <b>MLEO</b>  | Protective Services – Municipal Enforcement Division   |
| <b>Clerk</b>   | City Clerk   |
| <b>Comms</b>   | Corporate Services – Communication Officer   |
| <b>CSD</b><br><b>CSD/Shelter</b><br><b>CSD/Buildings</b>         | Community Services Department <ul style="list-style-type: none"> <li>▪ Emergency Shelter Management</li> <li>▪ Building Management / Maintenance</li> </ul>                  |
| <b>ENV</b><br><b>ENV/DWS</b><br><b>ENV/SWS</b><br><b>ENV/WWS</b> | Environmental Services Department <ul style="list-style-type: none"> <li>▪ Drinking Water Services</li> <li>▪ Solid Waste Services</li> <li>▪ Wastewater Services</li> </ul> |
| <b>ESS</b>   | Community Services – Emergency Social Services   |
| <b>FIN</b>   | Finance Department   |
| <b>Fire</b>  | Protective Services – Fire Department  |
| <b>FLS</b>   | French Language Services (Contracted)  |
| <b>HR</b>  | Human Resources Department   |
| <b>E&amp;O</b>   | Engineering and Infrastructure Department  |
| <b>IT</b>  | Information Technology   |
| <b>CSC</b>   | Client Service Centre  |
| <b>EOHU</b>  | Eastern Ontario Health Unit  |
| <b>Paramedic</b>   | UCPR Paramedic Service   |
| <b>Planning</b><br><b>CBO</b>                                    | Infrastructure and Planning – City Planner<br>Infrastructure and Planning – Chief Building Official  |
| <b>Police</b>  | Ontario Provincial Police  |
| <b>Parks</b>   | Community Services Department – Parks and Recreation   |
| <b>Ops</b>   | Infrastructure and Planning – Engineering and Operations   |
| <b>EM</b>  | Protective Services – Emergency Management   |
| <b>Transit</b>   | Community Services – CRTranspo   |

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**Table 8: Emergency Functions**

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Each function clearly describes the actions required to accomplish this function and which service is responsible. Information on functions and tasks is given in separate tables for each function. The Role column indicates what role the service in question has taken: Responsible, Partner or Support.

### Service Roles in Functions and Tasks

|          |             |  |
|----------|-------------|--|
| <b>R</b> | Responsible | Responsible for the co-ordination necessary for the implementation of the function or task |
| <b>P</b> | Partner     | Critical stakeholder for the implementation of the task                                    |
| <b>S</b> | Support     | Service / Department / Agency  |

## City of Clarence-Rockland Emergency Plan

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| <b>Access Routes and Traffic</b>    |                          |             |   |
|-------------------------------------|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>           | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| Access Routes and Traffic           | Ops                      | R           | To provide reliable access to roads and emergency routes. This responsibility includes ensuring roads are passable and co-ordinating the easy flow of traffic during evacuations or large scale re-routing of traffic.                                    |
|                                     | Police                   | S           | Upon request, provide traffic control and key intersections to ensure orderly flow of traffic.  |
| Clearing Roadways                   | Ops                      | R           | To clear and dispose of debris on roadways, to work with appropriate partners in the removal of dangerous items, such as live power lines, and to physically close roads when they are not passable and communicate the closures to appropriate partners. |
|                                     | Fire                     | P           | To provide personnel and equipment under the direction of PW to help clear emergency routes and to access fire hydrants.  |
| Physical Presence on Street Control | Police                   | R           | Police will be responsible for the vehicular and pedestrian traffic on the streets and roads in the City of Clarence-Rockland.  |
|                                     | MLEO                     | S           | Municipal Enforcement Officers will support the Police, as required.  |
| Traffic Management                  | Ops                      | R           | Manage traffic by providing the safest and most efficient sustainable movement of people, goods and services and ensuring reliable access to roads and emergency routes.  |
|                                     | Police                   | P           | Police will assist PW with traffic management.  |
|                                     | MLEO                     | P           | Arrange removal of parked cars, in co-ordination with the Police.   |

## City of Clarence-Rockland Emergency Plan

| <b>Administration / Logistics / Information Technology</b>          |                          |             |  |
|---|--------------------------|-------------|--|
| <b>Function/<br/>Task</b>   | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>  |
| Administration/<br>Logistics/<br>Information<br>Technology          | All                      | R           | All departments are responsible to ensure human, material, technological and financial resources as well as administrative and legal affairs for emergency operations are managed in accordance with established procedures wherever and whenever possible. This function highlights the services that are integral in most emergencies and that all City services and departments will need to access before, during and after emergencies. |
| Emergency<br>Notification   | EM                       | R           | The CEMC is responsible for issuing notifications to Senior Administration.  |
| (Cross reference<br>Part 4 Emergency<br>Notification<br>Procedures) | All                      | R           | All Senior Administration will notify the CEMC when Enhanced Thresholds are met (See Part 4 of Plan) or when faced with a situation that may escalate.   |
|   | All                      | R           | Directors and/or Acting Directors must respond to all notifications without delay and confirm receipt.   |
| Emergency<br>Activation   | EM                       | R           | Will activate part or all of the City's Emergency Management Plan and open the Emergency Operations Centre to address the emergency.   |
| Debriefing  | EM                       | R           | Co-ordinate the post-emergency corporate debriefing process.   |
| Finance   | FIN                      | R           | Finance Dept. will identify a special emergency account for related claims made in a declared emergency. Financial Services will also identify appropriate accounting processes.   |
|   | FIN                      | R           | Payroll will provide assistance to log, track and compensate for staff time worked supporting the emergency. The process will address potential remuneration scenarios affecting various levels of employees and potential situations.   |
|   | EM                       | P           | Will advise involved departments to submit costs that are relative to the emergency situation. EM will also validate the claims, while Finance will process and send them to the Province.   |
| Legal   | Clerk                    | R           | To provide procedural legal advice and services during a declared emergency.   |
|   | All                      | S           | All services are to follow appropriate policies and procedures during an emergency and seek legal advice when pertinent.   |

## City of Clarence-Rockland Emergency Plan

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| <b>Administration / Logistics / Information Technology</b> |                          |             |   |
|--|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>                                  | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| Inquiry Tracking and Reporting                             | CSC                      | R           | Main record keeper of number and type of internal and external inquiries related to the emergency and providing this information back into the Corporation (e.g. concerns of citizens, developing trends, etc).   |
|  | All                      | S           | All involved services/departments are to maintain a log documenting all inquiries relating to the emergency.  |
| Security   | EM                       | R           | To make provision for the security of persons and assets located at City facilities and sites in the event of an emergency.   |
|  | Police                   | P           | The Police would assist in keeping the peace at buildings or locations.   |
|  | MLEO                     | S           | Municipal Enforcement Officers can assist by providing personnel for security purposes.   |
| Human Resources  | HR                       | R           | Assist with verification of credentials for screened volunteers, as may be required.  |
| Fleet Services   | Ops                      | R           | Provide safe and operational City vehicles for essential prioritized services. Provide fuel in emergencies as prioritized by the Emergency Operations Centre Control Group.   |
| Facility Management  | CSD/<br>Buildings        | R           | Provides property management for City owned and operated facilities. Sustains facility plants, pools and arena operations. Provides custodial services, maintenance and minor repairs to facilities, facility contract management services, partial and complete plant/facility closure. Maintains structural/floor plans, monitors facilities and properties for environmental risk. |

## City of Clarence-Rockland Emergency Plan

| <b>Administration / Logistics / Information Technology</b> |                          |             |   |
|--|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>                                  | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| Scribing   | Clerk                    | R           | Responsible for providing scribe services, as requested through the Emergency Operations Centre Control Group.  |
| Printing and Mail  | CSC                      | R           | Provides printing and mail support.   |
|  | IT                       | S           | Provides hardware and necessary IT support for printing and computers.  |
| Emergency Council Meetings                                 | Clerk                    | R           | Provides support for emergency Council Meetings   |
| Translation  | FLS                      | R           | Provides translation support.   |
| Communication  | Comms                    | R           | Provides content development, support and dissemination of information through the appropriate and accessible channels, as requested.   |
|  | All                      | P           | Will assist in the content development and the dissemination of information relating to the emergency.  |
|  | CSC                      | P           | Provides the means to disseminate information provided by Corporate Communications.   |
| Information Technology                                     | IT                       | R           | Provides information technology services in support of City services to meet emergency service delivery.  |
| ITS/Protection of Existing Infrastructure                  | IT                       | R           | Ensures the protection of the existing technical infrastructure by ensuring that critical IT equipment is housed and maintained within City of Clarence-Rockland data centres that are safeguarded with the appropriate physical, environmental and logical measures. |
|  | EM                       | S           | Will make provisions for the appropriate physical security measures for the data centres.   |
| ITS/Support Emergency Services IT Requirements             | IT                       | R           | Ensures the availability of emergency IT services by maintaining the ITS Department Emergency Management Plan.  |
| ITS /Data Security   | IT                       | R           | Ensures the security of data through the ongoing application of risk management processes to maintain the confidentiality, integrity and  |

## City of Clarence-Rockland Emergency Plan

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| <b>Administration / Logistics / Information Technology</b> |                          |             |   |
|--|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>                                  | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
|  |                          |             | availability of City information assets to the degree both human and financial resources are available  |
|  | EM                       | S           | Will make provisions for the appropriate physical security measures.  |
| Co-ordination of Volunteers                                | Parks                    | R           | Will establish a mobilization and communication plan with community stakeholders to work together to train and mobilize volunteers in case of a declared disaster or influenza pandemic or large-scale emergency situation requiring the support of volunteers. |

## City of Clarence-Rockland Emergency Plan

| <b>Care of the Deceased in a Mass Casualty Incident</b> |                          |             |   |
|---|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>                               | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| Care of the Deceased in a Mass Casualty Incident        | Police with Coroner      | R           | A mass casualty incident is defined when several persons die and the number of deaths exceeds the capabilities of the local resources. Care of the deceased in a mass casualty incident is the responsibility of the Police and the Coroner's Office. |
|   | ESS/<br>Parks            | P           | The Emergency Reception and Lodging Team (PRC) will assist Police by identifying and making the necessary arrangements for opening potential appropriate facilities.  |
|   | EM                       | S           | Will provide appropriate security measures for identified sites.  |
| Pronouncement of Death in a Mass Casualty Incident      | Police                   | R           | At a disaster involving mass casualties, Police will liaise with the Office of the Coroner.   |
|   | Paramedic                | P           | Will make pronouncements of death in accordance with the Ontario Ministry of Health standards and directives.   |
| Identification of the Deceased                          | Police                   | R           | The Police have Forensic Identification Technologies capable of identifying the deceased persons by forensic needs.   |
|   | Paramedic                | P           | When on-site, paramedics may provide assistance with the identification of the deceased during the performance of their normal duties.  |
|   | EM                       | S           | Will assist with the acquisition of additional body bags, with the support of Emergency Management Ontario (EMO).   |
|   | Vickers                  | S           | The OPP Victim Services Team (Vickers) may provide assistance with death notification.  |
|   | HR                       | S           | Human Resources can assist by accessing and providing contact information to appropriate City staff to issue notification of death for any City staff. Employee Assistance Program (EAP) support will be offered to City personnel.                   |
| Notification of Next-of-Kin                             | Police                   | R           | In the event of a mass casualty stream, notification of next-of-kin will be the responsibility of the Police.   |
| Temporary Morgue  | Police                   | R           | Police are responsible for the co-ordination of removal of human remains.   |
|   | ESS                      | P           | The Emergency Reception and Lodging Team (PRC) will assist Police by identifying and making the necessary arrangements for opening potential  |

## City of Clarence-Rockland Emergency Plan

| <b>Care of the Deceased in a Mass Casualty Incident</b> |                          |             |   |
|---|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>                               | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
|   |                          |             | appropriate facilities for this purpose.  |
|   | CSD/<br>Buildings        | P           | CSD/Buildings is responsible for ensuring that the designated city facility is open and operational.  |
|   | EM                       | S           | Is responsible for making security provisions at all city facilities.   |
| Extraordinary<br>Burial or<br>Cremation<br>Measures     | EM                       | R           | In the event of a disaster in which there is a need for extraordinary burial measures or cremation, EM will assist in co-ordinating the response for burial or cremation of the dead  |
|   | Planning                 | P           | Identify locations of potential properties for mass burials which: <ul style="list-style-type: none"> <li>i) Can be reserved for this purpose in the long term by preventing its development and the development of conflicting uses on adjoining land</li> <li>ii) Are appropriately located so as to minimize transportation</li> <li>iii) Will minimize conflict with current or planned adjacent land uses</li> <li>iv) Are outside areas identified by the Source Water Protection Plans, prepared by the Conservation Authorities, as being well head protection or water intake areas</li> <li>v) Meet the requirements of the <i>Cemeteries Act</i> and any other applicable legislation, as required.</li> </ul> |
|   | CSC<br>Clerk             | P           | The CSC & City Clerk have the delegated authority under the <i>Vital Statistics Act</i> to issue burial permits and register the deaths.  |
|   | Police                   | S           | In the event of a mass burial or cremation and when security and safety is a concern, the Police will provide appropriate measures to keep the peace.   |
|   | Ops                      | S           | Ops will provide appropriate equipment, where needed.   |
|   | ESS/<br>CSSD             | S           | Personal Services (CSSD) can assist in organizing a memorial mass and in co-ordinating the clergy for this purpose.   |

## City of Clarence-Rockland Emergency Plan

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| <b>Clothing</b>                        |                          |             |   |
|--|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>              | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| Clothing                               | ESS/<br>CSSD             | R           | Personal Services (CSSD) is responsible for providing clothing and blankets to persons affected by the emergency or disaster until regular sources of supply are available. Personal Services (CSSD) will co-ordinate the primary tasks of procurement and distribution of clothing and blankets. |
| Procuring Needed Clothing and Blankets | ESS/<br>CSSD             | R           | Through an agreement with the EM, blankets will be procured according to the needs of the emergency. Through a Memo of Understanding, external service providers will assist the City by providing supplies of emergency covering and clothing.   |
|  | EM                       | P           | EM has an agreement with Emergency Management Ontario and the National Emergency Stockpile System (Warehouse) for the provision of blankets for the City in an emergency. EM will make the necessary arrangements to obtain these blankets.   |
|  | FIN                      | P           | Supply Management will source and acquire the necessary clothing and blankets as requested by ESS.  |
| Distribution of Clothing               | ESS/<br>CSSD             | R           | Appropriate clothing will be issued to persons in need, as required. Persons in need of clothing will report to designated Emergency Reception and Lodging Centres to have their clothing needs addressed.  |
|  | Ops                      | S           | Responsible for providing vehicles to assist in pick-up and delivery of clothing and blankets.  |
|  | CSD/<br>Buildings        | S           | CSD/Buildings will assist in the set-up of clothing distribution and collection centres at City facilities.   |
|  | EM                       | S           | Will provide appropriate security measures for distribution sites   |
| Disaster Relief Assistance             | ESS/<br>CSSD             | R           | Personal Services (CSSD) will provide disaster relief to any affected individual who is able to demonstrate need in accordance with applicable legislation.   |

## City of Clarence-Rockland Emergency Plan

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| <b>Commodity Distribution</b> |                          |             |  |
|-------------------------------|--------------------------|-------------|--|
| <b>Function/<br/>Task</b>     | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>  |
| Commodity Distribution        | EM                       | R           | Emergency Management is responsible for establishing standardized procedures, processes and protocols with City departments and services to secure available resources and prioritize their distribution |
|                               | All                      | S           | Departments/Services may be required to provide assistance with distribution   |
| Procurement                   | FIN                      | R           | Finance will procure the commodity required  |
|                               | EM                       | S           | Can assist with the procurement of commodities through mutual aid or agreements with Emergency Management Ontario  |
| Delivery and Storage          | Ops                      | P           | Ops may be available for delivery and storage of commodity.  |
|                               | Parks                    | S           | Could provide assistance by offering facilities as potential depots for distribution.  |
|                               | Fire                     | S           | Could provide some Fire Station locations to be used as distribution outlets if required.  |
| Set-up and Demobilization     | CSD/<br>Buildings        | S           | Could assist in the set up and demobilization of distribution centres at City facilities.  |
| Security                      | EM                       | S           | Will provide appropriate security measures for distribution sites at City facilities.  |
|                               | MLEO                     | S           | Could assist in monitoring the distribution of commodities.  |

## City of Clarence-Rockland Emergency Plan

| <b>Communication and Infrastructure</b>                          |                          |             |   |
|--|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>  | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| Communi-<br>cation<br>Infra-<br>structure                        | IT                       | R           | ITS will be engaged to provide installation of cabling and the modification, maintenance, support and monitoring of the communication infrastructure, as required (Note: This does not include the two-way radio).  |
|  | All                      | R           | Ensure the appropriate communications infrastructure (e.g. telephones, cellular phones, and teleconferencing) are in place to meet proper requirements of the emergency.  |
| Preserva-<br>tion of<br>Existing<br>Equipment                    | IT                       | R           | Ensures the protection of the existing critical communication infrastructure equipment by either: housing and maintaining within secure data centres located at key City facilities or safeguarding with the appropriate physical, and logical controls. Will ensure that all of the communication equipment in the Emergency Operations Centre (fax, telephones) are in working in order at all times. |
| Provide<br>Secure<br>Alternate<br>Means of<br>Communi-<br>cation | IT                       | R           | Co-ordinates the procurement of alternate telecommunication services and equipment through its existing service level agreements with its primary and secondary suppliers. ITS has individual agreements with its respective suppliers regarding after-hours support.   |
|  | EM                       | P           | Through a Memorandum of Understanding with the Amateur Radio Emergency Service, the members can provide a secure means of radio communication.  |
|  | Fire                     | S           | Fire Services will (if possible and practical) provide support in securing an alternate means of communications during an emergency situation. This communication may be a designated radio channel, if normal telecommunications fail, or providing radios.  |
|  | Paramedic                | S           | The Ottawa Central Ambulance Communication Centre (OCACC), who dispatch UCPR paramedics, have a provincial inter-agency channel with the Ministry of Health and Long Term Care. This system can only be used by paramedics.   |
|  | Ops                      | S           | Will (if possible and practicable) provide support through an alternate means of communications, during an emergency situation. This communication may be a designated analogue radio channel, if normal telecommunications fail, or providing additional radios.   |

## City of Clarence-Rockland Emergency Plan

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| <b>Communication and Infrastructure</b> |                          |             |   |
|---|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>               | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| Manage the Municipal Telecom Network    | IT                       | R           | Co-ordinates the management and maintenance of the wide area and local area networks to ensure voice and data connectivity between City facilities. |
|   | EM                       | S           | Ensures that the telecom network is working in the Emergency Operations Centre and reports any problems to ITS.                                     |

## City of Clarence-Rockland Emergency Plan

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| <b>Energy</b>  |                          |             |   |
|--|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>                                      | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| Energy   | CSD/<br>Buildings        | R           | To work with external partners to co-ordinate reliable access to energy during an emergency. This includes co-ordination of alternative electrical supply when needed and monitoring current levels by liaising with energy providers.  |
| Co-ordination for the Provision of Alternate Electrical Supply | CSD/<br>Buildings        | R           | Will procure and maintain generators and work with Fleet Services for the provision of fuel for City-maintained sites. Buildings will also make sure that the hook-up connections are compatible.   |
|  | EM                       | P           | EM and the Emergency Operations Centre Control Group will identify alternative electrical supply and co-ordinate efforts with Buildings, who is responsible for co-ordinating the provision of alternate electrical supply.   |
| Prioritized Access to Available Energy                         | EM                       | R           | In conjunction with the Emergency Operations Centre Control Group and the energy supplier, SEM will identify and prioritize access to available energy.   |
|  | Ops                      | P           | Ops will allow access to City-controlled fuel sites, as determined by the Emergency Operations Centre Control Group.  |
|  | EOHU                     | S           | EOHU may be asked to provide information to energy utilities regarding the prioritization of energy supply to essential services and vulnerable populations in an emergency in order that there is a reduced risk of morbidity and mortality (e.g. hospitals, homes for the aged, long-term care facilities, etc.). |

## City of Clarence-Rockland Emergency Plan

| Environment              |                  |      |  |
|--------------------------|------------------|------|--|
| Function/<br>Task        | Dept/<br>Service | Role | Action   |
| Environment              | ENV              | R    | To manage natural environment risks by delivering basic programs, services and public utilities, ensure communication between the City and the public about interests at risk and protecting the components of the critical infrastructure managed by the department.  |
| Water Quality Monitoring | ENV/<br>WWS      | R    | To monitor surface water quality, arrange for additional drinking water sample testing at contracted labs, and notify the appropriate contacts if the water is or is suspected to be contaminated or if any reason water that could be used by the public could be harmful to the public via drinking, etc.  |
|                          | EOHU             | R    | EOHU will receive and respond to reports of adverse drinking water on drinking water systems governed under the <i>Health Protection and Promotion Act</i> or the <i>Safe Drinking Water Act</i> . OPH will provide information in the interpretation of water analysis reports, as well as information on potential health effects and appropriate response to adverse results or adverse observations. |
| Wastewater Management    | ENV/<br>WWS      | R    | Following standard operating procedures as they pertain to wastewater and drainage monitoring. Disconnecting essential services to avoid hazardous situations such as bypassing sewage treatment and opening and maintaining drainage channels.  |
|                          | EOHU             | S    | EOHU can provide information and directives related to wastewater management.  |
|                          | E&O              | S    | Provide post-event basement flood / sewer back-up investigations to identify cause of flooding and solutions to reduce the risk of future occurrences.   |
| Waste Management         | ENV/<br>SWS      | R    | Collect and dispose of non-hazardous waste. Manage landfill sites.   |
|                          | EOHU             | P    | EOHU will support and provide consultation to PW and other partners regarding emergency waste management strategies to ensure that health hazards are mitigated.   |
| Atmospheric Monitoring   | Fire             | R    | To provide personnel and equipment to monitor the air quality in buildings and surrounding areas for contamination.  |
|                          | EOHU             | P    | Will assist Fire by interpreting the results of air quality monitoring, provide information on the health risks posed, and recommend any necessary interventions.  |

## City of Clarence-Rockland Emergency Plan

| Environment                          |                  |      |  |
|--------------------------------------|------------------|------|--|
| Function/<br>Task                    | Dept/<br>Service | Role | Action   |
|                                      | CSD/<br>Shelter  | S    | The Emergency Shelter Team will provide support in the event there is a need to open up a temporary Emergency Reception and Lodging Centre.  |
| Site<br>Protection<br>and<br>Cleanup | Ops              | R    | To confine and contain floodwater by distributing sand and sandbags to residents, constructing temporary dykes and sandbagging at the direction of the Emergency Operations Centre Control Group. To clear and dispose of debris and non-hazardous waste at an emergency site, as deemed necessary.  |
|                                      | Fire             | S    | To provide personnel and equipment to protect the site through dykes and barriers, in addition to the protection of exposures for the site itself through the use of water streams or salvage operations.  |
|                                      | EOHU             | S    | Provides consultation to other partners during the clean up process to ensure health hazard abatement. When the resulting emergency poses a health hazard, the EOHU team enforces the <i>Health Protection and Promotion Act</i> to ensure that the emergency site is cleaned up promptly in order to mitigate risk.   |
|                                      | Ops              | P    | Ops has made provision at facilities for the proper disposal of waste. In the event of a site being used for a special application (e.g. morgue, injection site,) it is expected that the service responsible for the special application will work with Ops to ensure that the required provisions for waste disposal, environment protection and site clean up are in place. |
|                                      | EM               | S    | Responsible for making security provisions at all facilities.  |
| Weather<br>Forecasting               | Ops              | R    | To work with external partners, such as Environment Canada and Conservation Authorities, with our Advanced Road Weather Information System infrastructure to assist the City by having the most accurate picture possible of future and current weather systems.   |
| Land<br>Stability<br>Monitoring      | CBO              | R    | Identify unstable lands rendered unsafe due to a catastrophic event and undertake a review and direct property owners to submit engineering assessment of conditions and submit reports to the City.   |
|                                      | Ops              | S    | PW could provide support in terms of flooding information.   |

## City of Clarence-Rockland Emergency Plan

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| Environment       |                  |      |  |
|-------------------|------------------|------|--|
| Function/<br>Task | Dept/<br>Service | Role | Action   |
|                   | Ops              | S    | Provide technical assistance to reinstate slope failures that have the potential to impact a City road, Transitway or City park. |

## City of Clarence-Rockland Emergency Plan

| <b>Evacuation</b>                   |                          |             |   |
|-------------------------------------|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>           | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| Evacuation                          | Police                   | R           | Responsible for overall co-ordination of evacuation activities. Depending on the nature of the emergency, the decision to evacuate will be site driven (decided and co-ordinated at the site) or Emergency Operations Centre driven (decided and co-ordinated from the municipal Emergency Operations Centre). The criteria for this decision will depend on the event and will be based on the inherent risk of the emergency.<br>Municipal subject matter experts and/or outside experts will be consulted in this decision-making process. |
|                                     | All                      | R           | To refer to the Municipal Evacuation Plan.  |
| Identification of Evacuation Routes | Ops                      | R           | When called on for assistance, Ops will assess an ordered evacuation and identify appropriate evacuation routes. Refer to Evacuation Routes and Traffic Control in the Municipal Evacuation Plan.   |
|                                     | Police                   | P           | The Police will assist in the identification, establishment, and maintenance of emergency evacuation routes.  |
|                                     | ESS/<br>PRC              | S           | The Emergency Shelter Team will support PW in the identification of evacuation routes (e.g. in highlighting designated Emergency Reception and Lodging Centres).  |
|                                     | Ops                      | S           | Upon request, provide condition and structural adequacy assessments of bridges located along proposed evacuation routes.  |
| Public Notification                 | Comms                    | R           | Corporate Communications will co-ordinate, prepare and disseminate messaging and information material on behalf of the City and its partner agencies.   |
|                                     | EM                       | P           | Through a Memo of Understanding with the Amateur Radio Emergency Service, members can provide radio communication for the purpose of public notification.   |
|                                     | CSC                      | S           | Ontario 2-1-1 and Client Services Centre will support the dissemination of key messages.  |
|                                     | Fire                     | S           | Notify the public of evacuation procedures.   |
|                                     | Paramedic                | S           | Notify the public of evacuation procedures.   |
|                                     | Police                   | S           | Notify the public of evacuation procedures.   |

## City of Clarence-Rockland Emergency Plan

| <b>Feeding</b>                    |                          |             |  |
|-----------------------------------|--------------------------|-------------|--|
| <b>Function/<br/>Task</b>         | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>  |
| Feeding                           | ESS                      | R           | Emergency Social Services is responsible for establishing standardized procedures, processes and protocols with City departments and services to ensure access to a safe and appropriate food supply for responders in emergencies and the co-ordination, management and provision of food to people affected by the emergency. Note: food includes hydration.   |
| Food Supply Chain Maintenance     | ESS                      | R           | Necessary measures implemented to ensure that food and water are made available to affected people. NOTE: Electricity or an alternate source of energy may need to be procured in order to ensure that the food being supplied is maintained according to recognized standards during storage, preparation and delivery. In preparation for emergencies, advance arrangements may need to be made with local transportation companies and energy providers to ensure that the food supply chain is maintained. |
|                                   | FIN                      | P           | Supply Management will work with ESS in determining the requirement for food supplies. Purchasing staff will source and ensure consistent delivery at the frequency necessary to meet the requirements.  |
|                                   | Ops                      | P           | Material Management staff will be available for warehousing operations. Sourcing, delivery, storage and distribution will be addressed for each of the food types.   |
|                                   | Police                   | S           | Provide escort for transportation of food if safety and security is an issue.  |
|                                   | EOHU                     | P           | EOHU will help to ensure that the food supplied is from a safe source and is maintained in a safe condition during storage, preparation, delivery and service. OPH can also assess food donations received from major food suppliers/corporations to ensure their safety.  |
|                                   | MLEO                     | S           | When food is required, Municipal Enforcement supports ESS with identifying City inspected and licensed food vendors.   |
| Mass Feeding<br>(Cross reference) | ESS                      | R           | Co-ordination and management of the preparation and delivery of food to people affected by the   |

## City of Clarence-Rockland Emergency Plan

| <b>Feeding</b>   |                          |             |   |
|--|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>                                | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| with Hygiene and Public Health and Health Care Services) |                          |             | emergency (e.g. evacuees and/or quarantined individuals, emergency response personnel, and volunteers).   |
|  | EOHU                     | P           | To oversee food safety issues inherent in the large-scale production and preparation of food items (e.g. precautions necessary including adequate and available refrigeration capacity) for preparing and preserving mass quantities of perishable food items.  |
|  | MLEO                     | S           | When food is required, Municipal Enforcement supports ESS with identifying City inspected and licensed food vendors.  |
| Feeding Responders                                       | ESS                      | R           | Establishing standardized procedures, processes and protocols to ensure access to safe and appropriate food supply for responders in emergencies. Through Memo of Understanding with various service providers, the procurement and distribution of food will be co-ordinated and implemented by affected City departments. |
|  | MLEO                     | S           | When food is required, Municipal Enforcement supports ESS with identifying City inspected and licensed food vendors.  |
| Procurement of Food                                      | ESS                      | R           | Ensure that standard protocols and procedures are established in conjunction with respective departments to ensure an adequate supply of food is available for procurement and distribution to evacuees and responders in an emergency.   |
|  | EOHU                     | P           | EOHU will inspect the food provisions to ensure that temperature control requirements are maintained during food transportation and distribution to various sites.  |
|  | FIN                      | P           | In the event that food is required, Supply Management will work with ESS in the sourcing of the necessary food.   |
|  | MLEO                     | S           | When food is required, Municipal Enforcement supports ESS with identifying City inspected and licensed food vendors.  |
|  | CSD/<br>Buildings        | S           | Buildings will set up food distribution centres at City facilities.   |
| Pet Care   | MLEO                     | R           | Municipal Enforcement, with the support of ESS, will make the necessary arrangement for the care of pets.   |

## City of Clarence-Rockland Emergency Plan

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| <b>Feeding</b>            |                          |             |   |
|---------------------------|--------------------------|-------------|---|
| <b>Function/<br/>Task</b> | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
|                           | ESS/<br>CSSD             | S           | If there is a need to arrange for the feeding of pets in an emergency, Personal Services (CSSD) can assist Municipal Enforcement. |
| Livestock Care            | Planning                 | R           | Planning will assist in identifying appropriate locations for the care and feeding of livestock in the case of an emergency.      |
|                           | Ops                      | S           | Responsible for providing vehicles.   |

## City of Clarence-Rockland Emergency Plan

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| <b>Fire</b>                |                          |             |   |
|----------------------------|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>  | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| Fire                       | Fire                     | R           | To provide means of timely and effective fire suppression in both urban, rural and wildland settings by involving a series of tasks that include, but are not limited to search and rescue, exposure protection, confinement, extinguishments (offensive and defensive operations), ventilation, property conservation and overhaul.  |
| Structural Fire            | Fire                     | R           | To provide the means of fire suppression which would accomplish many, if not all, of the following tasks: command of the incident; application of water in appropriate quantities and the provision of adequate water source for the application; ventilation of smoke and other hazardous products of combustion from the fire area to the outside; search and rescue of fire victims; forcible entry; control of utilities and salvage; and other property conservation operations. |
|                            | Paramedic                | P           | Provide triage, medical assessment and treatment of casualties, as well as medical monitoring and rehabilitation of responders.   |
|                            | Police                   | S           | Police will secure the area in and around the fire scene and provide traffic control for the area.  |
| Wild Land Fire Suppression | Fire                     | R           | Provide the means of fire suppression in wildland areas where suppression strategies range from: prompt control at the smallest acreage possible, to containment using a combination of fire line and natural or constructed features, to merely ensuring that the fire remains confined to a defined geographical area.  |
|                            | Paramedic                | P           | Provide triage, medical assessment and treatment of casualties, as well as medical monitoring and rehabilitation of responders.   |
|                            | Police                   | S           | Will secure the area in and around the fire and will provide traffic control.   |

## City of Clarence-Rockland Emergency Plan

| <b>Hazardous Material</b>   |                            |             |   |
|---|----------------------------|-------------|---|
| <b>Function/<br/>Task</b>   | <b>Dept/<br/>Service</b>   | <b>Role</b> | <b>Action</b>   |
| Hazardous Materials   | Fire                       | R           | To identify, contain, recover and make arrangements for disposal of any hazardous material as defined by Canadian Laws and Regulations. By example, this means any substance or material in any form or quantity that poses an unreasonable risk to safety and health and has the potential of causing harm to people, property or the environment. This function is performed by Ottawa Fire through an automatic aid agreement. |
|   | Paramedic                  | P           | Provide triage, medical assessment and treatment of casualties, as well as medical monitoring and rehabilitation of responders.   |
| Hazardous Material Identification<br>(Cross reference CBRNE Plan) | Fire                       | R           | To provide an accurate and timely identification of a hazardous substance or unknown product.   |
|   | EOHU                       | S           | Once a potentially hazardous material has been identified, and when possible, the concentration at which it was present has been provided; EOHU will assist Fire by providing information on the health risk posed and recommend any necessary interventions.   |
|   | Police                     | S           | The Police would support the HAZMAT (Hazardous Materials) Team.   |
|   | CSD/<br>Buildings &<br>Ops | S           | Provide list of designated substances for City-owned facilities.  |
| People Decontamination  | Fire                       | R           | To provide an acceptable method of removing or neutralizing contaminants from all those exposed at the scene to preclude the occurrence of foreseeable adverse health effects outside of the contaminated area. This may include possible decontamination options, such as absorption, adsorption, chemical degradation, dilution, neutralization or solidification.  |
|   | Paramedic                  | P           | Continue the ongoing triage, medical assessment and treatment of casualties, and responders during the decontamination process.   |
|   | Transit                    | S           | Will provide buses for shelter, after decontamination.  |
|   | EOHU                       | S           | EOHU will provide health support, advice and follow up to victims, hospital staff, and HAZMAT responders.   |
|   | ESS/<br>CSSD               | S           | Personal Services (CSSD) will provide psychosocial support to individuals affected by the hazardous material event.   |

## City of Clarence-Rockland Emergency Plan

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| <b>Hazardous Material</b>     |                          |             |  |
|-------------------------------|--------------------------|-------------|--|
| <b>Function/<br/>Task</b>     | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>  |
| Product Containment           | Fire                     | R           | To provide safe and adequate containment of the released product until it is completely recovered and placed in appropriate containers.  |
|                               | Ops                      | P           | SR will assist with providing decontamination products, such as sand, to ensure the product does not spread.   |
| Product Recovery and Disposal | Ops                      | R           | To organize the use of appropriate contractors to ensure the safe recovery of the hazardous material. To fill out any appropriate documentation for the Ministry of Environment and to follow up on charges if they apply to the company/person responsible for the spill. |
|                               | Fire                     | P           | To provide safe and adequate containment of the released product until it is completely recovered and placed in appropriate containers.  |
|                               | Ops                      | P           | Will, upon notification of a HAZMAT situation, assist by ensuring that 9-1-1 has been notified, securing the facility perimeter and evacuating the facility, as required.  |

## City of Clarence-Rockland Emergency Plan

| <b>Health Care Services</b>  |                          |             |   |
|--|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>  | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| Health Care Services   | Paramedic                | R           | Will provide pre-hospital medical care to citizens and visitors of the City of Clarence-Rockland and to provide medical care and rehabilitation to all emergency services and other City personnel.           |
| Triage   | Paramedic                | R           | Will establish, maintain and provide medical sorting of casualties in a mass casualty events including Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) incidents.                              |
| Medical Assessment   | Paramedic                | R           | Will re-evaluate already completed triage assessments done by other first aid providers and provide ongoing advanced medical assessment of casualties and responders.   |
| First Aid Care   | Paramedic                | R           | Will co-ordinate provision of First Aid Care.   |
|  | Fire                     | P           | To provide first aid treatment at any emergency incident following well established procedures and protocols.   |
|  | Police                   | S           | Police members are trained in the use of automated defibrillators, CPR and First Aid, and would be able to provide assistance to members of the community in need of First Aid.                               |
| Medical Treatment  | Paramedic                | R           | Will provide Basic and Advanced Life Support to casualties in order of medical priority and ongoing responder rehabilitation  |
| Casualty Transportation  | Paramedic                | R           | Will facilitate casualty transport by the most appropriate means based on the level of medical priority.  |
|  | Transit                  | P           | Provide additional buses for transporting ambulatory casualties.  |
| Psychosocial Support<br>(Cross reference Disaster Psychosocial Plan) | ESS/<br>CSSD             | R           | Personal Services (CSSD) has a team available to respond to community crisis situations that can identify and assist persons/populations requiring psychosocial support.                                      |
|  | HR                       | P           | Human Resources shall provide appropriate counseling to staff, as required. The City shall draw on its internal resources through the Employee Assistance Program (EAP) to provide the best possible service. |
|  | Fire                     | S           | Fire Services will provide Critical Incident Stress Management (CISM) defusing and debriefing sessions, to support members of Fire Services.  |
|  | Paramedic                | S           | Will provide Critical Incident Stress Management (CISM) defusing and debriefing sessions, to support  |

## City of Clarence-Rockland Emergency Plan

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| <b>Health Care Services</b>  |                          |             |   |
|--|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>  | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
|  |                          |             | members of the Paramedic Service. When resources are available may assist with defusing/debriefing sessions for other EPS support members.  |
|  | Police                   | S           | In the event ESS should require assistance with victims of crime or victims of a major event, the Police Victim Crisis Unit would be in a position to assist. This unit has trained staff to deal with crisis counseling.   |
|  | EOHU                     | S           | EOHU staff who have received psychosocial first aid training may work with Personal Services staff at Emergency Reception and Lodging Centres to provide emotional support to disaster victims. Depending on the nature and the overall needs of the emergency, staff may also be deployed to provide support at the site location. |
| Provision of Personal Care Items (Cross reference Feeding and Lodging) | ESS/<br>CSSD             | R           | Personal Services (CSSD) will provide personal care items to victims of a disaster.   |

## City of Clarence-Rockland Emergency Plan

| <b>Hygiene and Public Health</b>    |                          |             |   |
|-------------------------------------|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>           | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| Hygiene and Public Health           | EOHU                     | R           | Under the <i>Health Protection and Promotion Act (HPPA)</i> , EOHU has responsibility for identifying and preventing, reducing, or eliminating health hazards and addressing communicable diseases. The <i>HPPA</i> and the Public Health Emergency Preparedness Protocol under the Ontario Public Health Standards provide EOHU with the responsibility of preparing for and responding to public health emergencies determined to be a health hazard, or as the result of a communicable disease. EOHU is responsible for: interpreting and using population and environmental health surveillance data, responding to infectious diseases of public health importance, suspected rabies exposures, food safety and safe water issues, and manage health hazards. |
| Population Health Surveillance      | EOHU                     | R           | EOHU will identify unusual disease activity or an event that requires a focused response and containment strategies. EOHU will enhance the collection, analysis and dissemination of data that may be relevant for the prevention and control of an adverse health event (e.g., a communicable disease or environmental health hazard).   |
|                                     | Paramedic                | S           | When statistical trends or ongoing trends are identified, the Paramedic Service will report their findings to EOHU.   |
| Assessment of Vulnerable Population | EOHU                     | R           | EOHU can conduct health risk assessments in the home, in the community and/or by telephone with populations who may be at elevated risk, as a result of the emergency. Necessary follow-up actions on identified needs will be co-ordinated via the EOHU team. These actions may include liaising, referring and facilitating access to community resources.  |
|                                     | Paramedic                | S           | When resources are available may assist in health risk assessment teams.  |
| Temporary Sanitary Waste Disposal   | ENV/<br>SWS              | R           | To ensure the maintenance of sanitary conditions in order to prevent and eliminate potential health hazards.  |
|                                     | EOHU                     | P           | EOHU is responsible for monitoring the disposal of human and organic wastes to protect citizens from potential health hazards.  |

## City of Clarence-Rockland Emergency Plan

| <b>Hygiene and Public Health</b>  |                          |             |   |
|---|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>   | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
|   | PW/<br>PBGOM             | P           | Will assist in arranging for portable toilet facilities, in the event that the nature of the emergency requires such, and will facilitate arrangement to have them pumped out regularly during an emergency.  |
| Immunization/<br>Prophylaxis  | EOHU                     | R           | EOHU is responsible for organizing and managing mass immunization/prophylaxis (vaccines or antidotes, such as oral antibiotics, antivirals, potassium iodide) clinics that may be required as a result of a disaster/emergency event. This includes identifying the site requirements for this purpose. |
|   | CSD/<br>Buildings        | P           | CSD/Buildings will assist EOHU by identifying and making the necessary arrangements for opening potential appropriate facilities for this purpose.  |
|   | Paramedic                | P           | When resources are available may assist in providing mass screening and immunization to the affected population.  |
|   | HR                       | S           | Occupational Health Consultants (OHN) may assist with immunization.   |
|   | EM                       | S           | Will arrange for appropriate security measures for immunization sites.  |
| Isolation<br>Facilities<br><br>(Cross<br>reference<br>Feeding and<br>Lodging) | EOHU                     | P           | EOHU will work in partnership with the medical community to determine the need for isolation facilities. EOHU may be asked to help assess the sites to ensure their suitability/appropriateness for isolation facilities.   |
|   | Paramedic                | P           | Will follow appropriate isolation procedures and protocols while transporting patients to an approved hospital. Should a remote isolation facility be established, the Paramedic Service would require an exemption to be able to transfer patients to such facility.                                   |
|   | CSD/<br>Buildings        | P           | In the event that an isolation facility needs to be opened, CSD/Buildings can assist EOHU and the medical community in locating and opening a facility for this purpose. CSD/Buildings will work with EOHU and the medical community to help identify sites in terms of their                           |
|   | Ops                      | S           | Ops is responsible for ensuring that the required persons can access the storage location within city facilities and that those designated facilities are open and operating for the required use.  |

## City of Clarence-Rockland Emergency Plan

| <b>Hygiene and Public Health</b>                                     |                          |             |  |
|--|--------------------------|-------------|--|
| <b>Function/<br/>Task</b>  | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>  |
| Isolation Facilities   | EM                       | S           | Is responsible for arranging security provisions at all facilities.  |
| Management of Communicable Diseases and Infectious Disease Outbreaks | EOHU                     | R           | EOHU is responsible for the prevention and control of communicable diseases that are reportable and/or of public health importance. Public health measures include public education on basic infection prevention and control practices, case management, contact management, immunization/prophylaxis, social distancing, developing clinical guidelines and tools, travel restrictions, and directing the safe disposal of persons who died, or were isolated because, of certain communicable diseases as outlined in the Disposal of Corpses section within Ontario Regulation 557 under the HPPA. |
|  | Paramedic                | P           | When resources are available may assist in providing mass immunization within the City.  |
|  | Fire                     | S           | To make available, staff that is trained in protocol of IC/CD to work in support of EOHU.  |
|  | CSD/<br>Buildings        | S           | Emergency Shelter Team will work with EOHU staff to implement the necessary precautions to prevent an infectious/ communicable disease outbreak.   |
| Quarantine (Cross reference Feeding and Lodging)                     | EOHU                     | R           | The Medical Officer of Health, or designate, is responsible for issuing quarantine/confinement orders under the <i>HPPA</i> .  |
|  | Police                   | S           | If the Medical Officer of Health issues a quarantine order, these orders may need to be enforced with the assistance of the Police.  |
|  | ESS                      | S           | ESS may need to offer support to the public who are quarantined.   |

## City of Clarence-Rockland Emergency Plan

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| <b>Information Sharing</b> |                          |             |  |
|----------------------------|--------------------------|-------------|--|
| <b>Function/<br/>Task</b>  | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>  |
| Information Sharing        | Comms                    | R           | To provide accurate, timely and co-ordinated information to residents, businesses, visitors, Council and employees during emergencies; to inform them of the City's response; and inform them of what they can do to ensure their own safety and protection.   |
| Public Information         | Comms                    | R           | Responsible for the co-ordination, preparation and dissemination of messaging and information material on behalf of the City and its partner agencies. Provides content development support.   |
|                            | CSC                      | P           | Provide dissemination of information through calls and walk-ins to the CSC.  |
|                            | IT                       | P           | Provides technical support requirements as it relates to both internal (e-mail and intranet) and external communication channels, such as City's website.  |
|                            | All                      | P           | Will assist in the content development and the dissemination of information relating to an emergency.  |
| Media Relations            | Comms                    | R           | Will work with the media to provide fast and accurate dissemination of information to residents and immediate and regular information updates through a variety of tools including news conferences/interviews, e-mail and faxes, background briefings, advertisements and public service announcements. Will co-ordinate messages from their various partner agencies involved in the disaster and co-ordinate all media briefings. |
|                            | IT                       | P           | Provides technical support as it relates to both internal Intranet and external communication channels, such as the City's website.  |
|                            | All                      | P           | All agencies will provide technical/contextual information to Corporate Communications. Designate a spokesperson, as required.   |
| Internal Communications    | Comms                    | R           | Responsible for ensuring that the Mayor, Councillors and City employees have access to current, accurate and timely information.   |
|                            | IT                       | S           | Provides technical support as it relates to both the internal Intranet and external communication channels, such as the City's website.  |

## City of Clarence-Rockland Emergency Plan

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| <b>Information Sharing</b>   |                          |             |  |
|--|--------------------------|-------------|--|
| <b>Function/<br/>Task</b>  | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>  |
| Internal Commu-<br>nications   | All                      | S           | Every agency is to support Corporate Communications to ensure that accurate and up-to-date information about the emergency is disseminated to the City staff on a timely, regular basis.                             |
| Population Information Mapping<br>(Cross reference to Technical Inspections) | Planning                 | R           | Community forecasting and mapping provides population data (e.g. daytime and nighttime populations). They also map their data for different types of buildings, socio-economic characteristics and land-use mapping. |
|  | Planning                 | R           | Mapping and graphing provides specialized maps, complex analysis, data mapping, adds data to existing maps (e.g. private roads, different types of roads, waterways and flood plains).                               |

## City of Clarence-Rockland Emergency Plan

| <b>Lodging</b>            |                          |             |   |
|---------------------------|--------------------------|-------------|---|
| <b>Function/<br/>Task</b> | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| Lodging                   | ESS/<br>PRC              | R           | Emergency Shelter Team is responsible for identifying and setting up temporary emergency reception and lodging sites in the event of a declared disaster. Hotels and motels may be contacted to determine if there are any vacancies available to house evacuees on a temporary basis. Pre- identified high schools, city-owned buildings and/or public facilities might also be opened for the purpose of emergency accommodations.  |
| Reception<br>and Lodging  | ESS/<br>PRC              | R           | Emergency Shelter Centre(s) will be opened to receive disaster victims, to provide information about emergency help, to offer temporary care for unattended children, elderly women and men, and persons with disabilities, and to offer immediate emotional and physical support (e.g. water, food, warmth, temporary shelter). Emergency Shelter Team will contact the Canadian Red Cross to set up the Registration and Inquiry Service at the designated Emergency Shelter(s).  |
|                           | Ops                      | S           | Ops will help with the set-up of the Emergency Reception and Lodging Centre.  |
|                           | Ops                      | S           | Upon request, provide condition assessment information related to City-owned facilities.  |
| Tracking                  | ESS/PRC                  | R           | Emergency Reception and Lodging Team (PRC) is responsible for maintaining a record of all persons who report to Emergency Reception and Lodging Centre(s) (including staff, volunteers, and emergency personnel). The Emergency Reception and Lodging Team will also be responsible for setting up and operating a „Staff and Agency Registration“ desk in each Centre. The Canadian Red Cross will be contacted to set up the Registration and Inquiry Service in designated Emergency Reception and Lodging Centre(s) to keep track of the evacuees. If the evacuees plan to re-locate outside one of these centres, they will be requested to provide their co-ordinates to the Canadian Red Cross personnel |

## City of Clarence-Rockland Emergency Plan

| <b>Lodging</b>  |                            |             |   |
|---|----------------------------|-------------|---|
| <b>Function/<br/>Task</b>   | <b>Dept/<br/>Service</b>   | <b>Role</b> | <b>Action</b>   |
|   |                            |             | for the purpose of tracking their whereabouts (e.g. in the event that relatives or friends outside of the City are attempting to contact or locate them).   |
| Lodging Facilities Inventory  | ESS/<br>PRC and<br>Housing | R           | Emergency Shelter Team is responsible for maintaining an updated inventory of Emergency Shelter Facilities, including a list of hotels and motels.  |
|   | Ops                        | P           | Liaises with the Emergency Shelter Team to keep the team informed of which facilities are not available due to events, maintenance or other concerns.   |
|   | Ops                        | S           | Upon request, provide condition assessment information related to City-owned facilities.  |
| Management of Lodging Facilities<br>(Cross reference to Hygiene and Public Health and Health Care Services) | ESS/<br>PRC                | R           | Emergency Shelter Team is responsible for managing and ensuring the co- ordination of services within the emergency reception and lodging centre (e.g. food, clothing, registration and inquiry, personal services, security) and public health.  |
|   | Ops                        | P           | Is responsible for the provision of building maintenance and other landlord functions at the identified municipal emergency reception and lodging facilities.   |
|   | Ops                        | S           | Upon request, provide condition assessment information related to City-owned facilities.  |
|   | EM                         | S           | Will provide appropriate security measures for emergency reception and lodging facilities.  |
| Provision of First Aid Care   | ESS/<br>PRC                | R           | When an emergency shelter is opened, Emergency Shelter Team is responsible for ensuring that basic first aid care is offered to the sheltered population within the facility. Though a Memo of Understanding, the Canadian Red Cross will be the lead agency to provide basic first aid services. |
|   | Paramedic                  | S           | When resources are available will support the provision of first aid at Reception Centre.   |
| Procurement and Distribution of Cots  | EM                         | R           | Will make necessary arrangements to obtain cots for the Emergency Shelter Team.   |
|   | ESS/<br>PRC                | P           | Cots will be procured and distributed to the designated emergency reception and lodging sites, though an arrangement with the EM.   |
|   | FIN                        | P           | In the event that cots are required, Supply   |

## City of Clarence-Rockland Emergency Plan

| <b>Lodging</b>  |                          |             |  |
|---|--------------------------|-------------|--|
| <b>Function/<br/>Task</b>   | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>  |
|   |                          |             | Management will work with ESS in the procuring of cots.  |
|   | Ops                      | S           | Responsible for providing vehicles to assist in the pick-up and the delivery of cots.  |
| Pet Care  | MLEO                     | R           | Health and safety considerations do not permit lodging pets in the same space with people (except for service animals). Only certified service animals will be permitted in the Emergency Shelters. Municipal Enforcement, with the assistance of various animal rescue and recovery service providers, and the support of Personal Services (CSSD) will make the necessary arrangements for the care and housing of |
|   | ESS/ CSSD                | P           | If there is a need to arrange for lodging of pets in an emergency, Personal Services (CSSD) can assist Municipal Enforcement.  |
|   | EOHU                     | S           | EOHU will respond to issues regarding human/animal contact in Emergency Shelters.  |
| Temporary On-site Shelter   | ESS/ PRC                 | R           | Emergency Shelter Team will provide staff to manage temporary on-site shelters, and will staff the shelters according to needs.  |
|   | EM                       | P           | Will assist in making the appropriate contacts for the provision of temporary on-site shelters by contacting appropriate providers (tent, buses, etc.).  |
|   | EM                       | P           | Through a Memo of Understanding, members of the Amateur Radio Emergency Service (ARES) can provide radio communication between the site(s) and the Emergency Operations Centre.  |
|   | Transit                  | P           | Provide buses for temporary on-site shelter.   |
| Health Risk Assessment and Referral of Persons in Emergency Reception and Lodging Centre(s) | EOHU                     | R           | EOHU will conduct health risk assessments (as described in the Hygiene and Public Health function) to ascertain the clients suitability for remaining in the Emergency Shelter.  |
|   | ESS/PRC                  | S           | Emergency Shelter Team will identify suitable lodging for the medically fragile.   |

## City of Clarence-Rockland Emergency Plan

| <b>Peace and Order</b>    |                          |             |  |
|---------------------------|--------------------------|-------------|--|
| <b>Function/<br/>Task</b> | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>  |
| Peace and Order           | Police                   | R           | Responsible for keeping the peace and order within the City of Clarence-Rockland.  |
| Public Order              | Police                   | R           | Ensure that there are adequate resources available to provide a safe environment.  |
|                           | Paramedic                | P           | Provide triage, medical assessment and treatment of casualties, as well as medical monitoring and rehabilitation of responders.  |
|                           | Fire                     | S           | Provide personnel and equipment to aid in the protection of Police Officers and property, under the direction of Police.   |
|                           | Ops                      | S           | Provide barricades/Jersey Barriers. Provide access to traffic cameras for monitoring traffic.  |
|                           | MLEO                     | S           | Provide personnel to support Police, under the direction of Police.  |
|                           | EM                       | S           | Will provide support, as required, at a City facility.   |
| Crowd Management          | Police                   | R           | Police will provide adequate resources for crowd management.   |
|                           | Paramedic                | P           | Provide triage, medical assessment and treatment of casualties, as well as medical monitoring and rehabilitation of responders.  |
|                           | Fire                     | S           | Provide personnel and equipment to aid in the protection of Police Officers and property, under the direction of Police.   |
|                           | Ops                      | S           | To provide barricades/Jersey Barriers.   |
|                           | MLEO                     | S           | To provide personnel to support Police Officers, under the direction of the Police.  |
|                           | EM                       | S           | Will provide support as required, at a City facility.  |
| Crime Scene Investigation | Police                   | R           | Police will be responsible for conducting any criminal investigation.  |
|                           | Fire                     | P           | Provide fire investigation services in conjunction with Police.  |
|                           | Ops                      | S           | Provide barricades/Jersey Barriers.  |
|                           | EOHU                     | S           | EOHU will support and comply with the directives of the Police with regard to the handling of clothing or items that may have been contaminated as a result of a hazardous materials event and may be used as evidence during a criminal investigation to ensure that the chain of evidence is maintained. |

## City of Clarence-Rockland Emergency Plan

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| <b>Peace and Order</b>    |                          |             |   |
|---------------------------|--------------------------|-------------|---|
| <b>Function/<br/>Task</b> | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
|                           | Ops                      | S           | Provide personnel and materials to seal off City properties that have been damaged by a disaster. |
|                           | MLEO                     | S           | Provide personnel to support Police Officers, under the direction of the Police.                  |
|                           | EM                       | S           | Will provide support as required, at a City facility.   |

## City of Clarence-Rockland Emergency Plan

| <b>Potable Water</b>           |                          |             |   |
|--------------------------------|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>      | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| Potable Water                  | ENV                      | R           | To provide drinking water to all of its customers including those that are affected by activities stemming from routine maintenance and repairs of the water system.  |
| Water Production/<br>Treatment | ENV                      | R           | To produce/treat water within or exceeding the current regulated standards. To monitor the water quality to ensure it is potable. To notify the appropriate contacts if the water is, or is suspected to be, contaminated, or if for any reason water that could be distributed does not meet the current standards.  |
|                                | EOHU                     | S           | EOHU can offer support to ENV by providing risk communication, boil water advisories and drinking water advisories, as necessary, under the authority of the Medical Officer of Health, until corrective actions are taken. EOHU will also assist in lifting such advisories. EOHU will provide messaging for health risk communications those directly affected and to the public. EOHU can act as a liaison with the Ontario Ministry of Health and Long-Term Care and the Ontario Ministry of the Environment. EOHU can provide specific guidance to food premises, high-risk premises serving vulnerable populations, swimming pool, and spa operations on mitigation of risk in their unique situations. |
| Water Distribution Network     | ENV                      | R           | To maintain and secure, all portions of the water distribution network (filtration plants, pumping stations, elevated storage tanks) that could reasonably be secured to ensure the safe and reliable access to potable water. To maintain the appropriate pressure to ensure hydrants have fire suppression capability. To monitor water quality within the system to ensure water is potable. To notify the appropriate contacts if the water is, or is suspected to be, contaminated, or if for any reason water that could be distributed does not meet the current standards.  |
|                                | Ops                      | S           | Upon being notified by ENV, E&O can provide hydraulic modeling (including technical calculations, estimated impacts, and overall system analysis) and/or geotechnical support to assist ENV in resuming normal operations.  |

## City of Clarence-Rockland Emergency Plan

| <b>Potable Water</b>   |                          |             |   |
|--|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>  | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
|  | EOHU                     | S           | EOHU can offer support to ENV by providing risk communication, boil water advisories and drinking water advisories, as necessary, under the authority of the Medical Officer of Health, until corrective actions are taken. EOHU will also assist in lifting such advisories. EOHU will provide messaging for health risk communications those directly affected and to the public. EOHU can act as a liaison with the Ontario Ministry of Health and Long-Term Care and the Ontario Ministry of the Environment. EOHU can provide specific guidance to food premises, high-risk premises serving vulnerable populations, swimming pool, and spa operations on mitigation |
| Alternate Water Procurement and Distribution<br>(Cross Reference Commodity Distribution) | ENV                      | R           | With appropriate partners, ENV will identify and communicate the need for, alternate supplies of drinking water, where the emergency situation is greater than what the Department is able to normally co-ordinate (small areas of the distribution system affected by normal maintenance and repairs).   |
|  | FIN                      | P           | In the event potable water is not available, staff in Supply Management will purchase bottled water.  |
|  | EOHU                     | S           | An order (or directive) from the Medical Officer of Health can be issued to provide an alternate source of potable water based on a potential health hazard. EOHU ensures adherence to provincial guidelines on bulk potable water transport.   |
|  | Parks                    | S           | Could provide assistance by offering facilities as potential depots for water.  |
|  | Fire                     | S           | Fire Services will allow some or all of the Fire Station locations to be used as distribution outlets, if required.   |
|  | MLEO                     | S           | Municipal Enforcement Division could assist in the monitoring the distribution of bottled water.  |
|  | Ops                      | S           | Ops would assist in the set up of potable water distribution centres at City facilities.  |
|  | EM                       | S           | Will provide appropriate security measures for distribution sites.  |

## City of Clarence-Rockland Emergency Plan

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| <b>Search and Rescue</b>    |                            |             |  |
|-----------------------------|----------------------------|-------------|--|
| <b>Function/<br/>Task</b>   | <b>Depart/<br/>Service</b> | <b>Role</b> | <b>Action</b>  |
| Search and Rescue           | Fire                       | R           | To provide the capability of a complete search and rescue program, including personnel, equipment and materials, to respond to any situation involving the extrication of citizens and visitors of the City from the place of danger to areas of relative safety. These situations and circumstances may include, but are not limited to, structural collapse, water and ice rescues, confined space, high and low angle rope rescue and motor vehicle extrication operations.   |
| Structure Search and Rescue | Fire                       | R           | To safely extricate persons and animals from areas of danger caused by the structural collapse of buildings for various reasons or vehicles involved in collisions or upset.   |
|                             | Paramedic                  | P           | Provide triage, medical assessment and treatment of casualties, as well as medical monitoring and rehabilitation of responders.  |
|                             | Police                     | S           | In the event that a rescue is required in a building (structure), the Police would act in a capacity of a support role to provide perimeter security.  |
|                             | Ops                        | S           | Provide support in terms of heavy equipment, as required (i.e. front end loaders).   |
|                             | CBO                        | S           | Upon request, provide structural knowledge / expertise on City-owned facilities or structures.   |
|                             | Planning                   | S           | Provide knowledge/expertise on structures and provide building plans, if available.  |
| Urban Search and Rescue     | EM                         | R           | Will activate the Urban Search and Rescue (USAR) Task Force. The USAR Team will provide the co-ordination, development and maintenance of the rescue effort with resources to locate, extricate and provide immediate medical treatment to victims trapped in collapsed structures, and to conduct other life-saving operations. The USAR Team will provide integrated, skilled urban/technical search and rescue units in situations where local emergency resources desire this assistance. In addition to the above duties, the Team will co-operate and assist Regional/National USAR resources, when these are deployed to the same incident. |

## City of Clarence-Rockland Emergency Plan

| <b>Search and Rescue</b>   |                            |             |  |
|--|----------------------------|-------------|--|
| <b>Function/<br/>Task</b>  | <b>Depart/<br/>Service</b> | <b>Role</b> | <b>Action</b>  |
|  | Paramedic                  | P           | Provide triage, medical assessment and treatment of casualties, as well as medical monitoring and rehabilitation of responders.  |
|  | Police                     | S           | In the event that a rescue was required in a building (structure), the Police would act in a capacity of a support role in providing perimeter security.   |
|  | Ops                        | S           | Ops would provide support in terms of heavy equipment, as required (i.e. front end loaders).   |
|  | CSD/<br>Buildings          | S           | Upon request, provide structural knowledge / expertise on City-owned facilities or structures.   |
|  | Planning                   | S           | Provide knowledge/expertise on structures and provide building plans, if available.  |
| Wilderness/<br>Rural<br>Search and<br>Rescue                           | Police                     | R           | The Police will perform the search and recovery of evidence and missing people.  |
|  | Fire                       | P           | To provide personnel and equipment to work under the direction of the Police Service.  |
|  | Paramedic                  | P           | Provide triage, medical assessment and treatment of casualties, as well as medical monitoring and rehabilitation of responders.  |
|  | Ops                        | P           | To provide volunteer personnel and equipment to work under the direction of the Police Service.  |
| Water and<br>Ice Rescue  | Fire                       | R           | To safely extricate persons and animals from areas involving still and swift running water and from ice flows or from a combination of ice and water where the depth, temperature or velocity is a factor. |
|  | Paramedic                  | P           | Provide triage, medical assessment and treatment of casualties, as well as medical monitoring and rehabilitation of responders.  |
|  | Police                     | P           | When requested, the Police will support Fire Services.   |
|  | Ops                        | S           | Ops would provide support in terms of trained volunteer personnel, as required, under the direction of Fire Services.  |
| Confined<br>Space and<br>Rescue<br>(Cross<br>reference<br>Environment) | Fire                       | R           | To safely extricate persons or animals from areas where space or access is restricted or where the atmosphere is at such levels that necessitates the use of self-contained breathing apparatus.           |
|  | Paramedic                  | P           | Provide triage, medical assessment and treatment of casualties, as well as medical monitoring and rehabilitation of responders.  |
|  | ENV/                       | S           | In the event that a body retrieval is sewer-related,   |

## City of Clarence-Rockland Emergency Plan

| <b>Search and Rescue</b>  |                            |             |   |
|---------------------------|----------------------------|-------------|---|
| <b>Function/<br/>Task</b> | <b>Depart/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
|                           | WWS                        |             | ENV will play a support role through the provision of necessary drawing, documents etc  |
|                           | CSD/<br>Buildings          | S           | Upon request, provide structural knowledge / expertise on City-owned facilities or structures.  |
|                           | Planning                   | S           | Provide knowledge/expertise on structures and provide building plans, if available.   |
| Body<br>Retrieval         | Police                     | R           | The Police will be responsible for the retrieval of deceased persons in cases of mass casualty events.  |
|                           | ENV                        | P           | ENV will play a partner role through providing access, maps, etc. in the event that a body retrieval is sewer-related. ENV will play a support role if the retrieval is not sewer-related. ENV are trained in confined space entry, but not for rescue purposes, or to enter in an unsafe confined space. |
|                           | Fire                       | P           | To provide personnel and equipment under the direction of the Police Service.   |
|                           | Paramedic                  | S           | To provide medical monitoring and rehabilitation for responders.  |
| Missing<br>People         | Police                     | R           | The Police will investigate missing persons in post-recovery activities.  |
|                           | Fire                       | P           | To provide personnel and equipment under the direction of Police Services.  |
|                           | Paramedic                  | S           | All vehicles are notified with the pertinent missing person information.  |
|                           | Vickers                    | S           | OPP Victim Services (Vickers) will offer psychosocial support to the families of missing persons.   |

## City of Clarence-Rockland Emergency Plan

| <b>Shelter-in-Place</b>                 |                          |             |  |
|---|--------------------------|-------------|--|
| <b>Function/<br/>Task</b>               | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>  |
| Shelter-in-Place: Site and EOC Decision | All                      | R           | Depending on the nature of the emergency, the decision to shelter-in-place will be site driven (decided and co-ordinated at the site) or Emergency Operations Centre driven (decided and co-ordinated from the municipal Emergency Operations Centre). The criteria for this decision will depend on the event and will be based on the inherent risk of the emergency. Municipal subject matter experts and/or outside experts will be consulted in this decision-making process. |
| Shelter-in-Place: EOC Driven            | EOC                      | R           | The decision to shelter-in-place or maintain the status quo will be taken by the EOC Control Group or the EOC Director (CAO or alternate). Emergency Management and department staff, as directed by the EOC Control Group, will gather information on available options, including subject matter expert opinions.  |
| Shelter-in-Place: Site Driven           | Fire                     | R           | Fire has the responsibility to make the decision and co-ordinate shelter-in-place activities based on hazards including CBRNE involvement (lead by Fire), Wild Fire, Hazmat, and Urban Fire where air quality is a concern. They will also provide direction and information on the best available means of protection of people through shelter-in-place procedures and the identification of those shelters.   |
|   | Police                   | R           | Police have the responsibility to make the decision and co-ordinate shelter-in-place activities based on hazards including CBRNE involvement (lead by Police).   |
| Public Notification                     | Comms                    | R           | Corporate Communications will co-ordinate, prepare and disseminate messaging and information material on behalf of the City and its partner agencies.  |
|   | EM                       | P           | Through a Memo of Understanding with the Amateur Radio Emergency Service, members can provide radio communication for the purpose of public notification.  |
|   | CSC                      | S           | Client Services Centre will support the dissemination of key messages.   |
|   | Fire/                    | S           | Notify the public of shelter-in-place procedures.  |

## City of Clarence-Rockland Emergency Plan

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| <b>Shelter-in-Place</b>   |                          |             |  |
|---------------------------|--------------------------|-------------|--|
| <b>Function/<br/>Task</b> | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>  |
|                           | Police/<br>Paramedic     | S           | Notify the public of shelter-in-place procedures.  |
|                           | All                      | S           | All services/Departments are to support the notification of sheltering-in-place to residents through their existing networks within the community. |

## City of Clarence-Rockland Emergency Plan

| <b>Supply</b>                 |                          |             |   |
|-------------------------------|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>     | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| Supply                        | FIN                      | R           | To address the current emergency needs by obtaining the required goods and/or services.   |
| Emergency Suppliers Inventory | Ops                      | R           | Ops and CSD will make available all materials on hand to support other staff, authorized agencies and volunteers during the emergency. Stores will also be made available to stock emergency supplies on a 24-hour basis. Stores may also act as storage and transfer location as certain materials may be required at various locations in different quantities. |
|                               | FIN                      | S           | Purchasing has a regularly maintained database of all suppliers.  |
| Emergency Purchasing Process  | FIN                      | R           | Purchases can be efficiently made through suppliers currently doing business with the City. If necessary, new supply chains will be established with vendors depending on the material requirements and type and nature of the emergency. Delivery and payment issues will also be addressed as part of the procurement process.                                  |
|                               | EM                       | P           | Will to liaise with Finance to make the necessary arrangements and follow the City's procedures for emergency purchasing.   |
|                               | All                      | S           | All services will comply with emergency purchasing procedures.  |
| Donation Management           | FIN                      | R           | Finance will receive, record, and deposit cash donations on behalf of the City for emergency events. Through a Memo of Understanding with an external services provider, other types of donations can be received, stored and distributed as needed.  |
|                               | EOHU                     | S           | EOHU will provide assistance to ESS for donation management, as appropriate, to assess food safety and safety of donated materials to ensure that their use will not result in a health hazard.   |
|                               | ESS                      | S           | Emergency Shelter Team will support corporate and community partners in managing donations that are delivered to Emergency Shelters.  |

## City of Clarence-Rockland Emergency Plan

| <b>Technical Inspections</b>   |                          |             |  |
|--|--------------------------|-------------|--|
| <b>Function/<br/>Task</b>  | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>  |
| Technical Inspections  | Planning                 | R           | To work with the appropriate partners to identify the need for inspections and to co-ordinate the implementation of technical inspections, as required.  |
|  | All                      | R           | All services/departments are responsible for co-ordinating technical inspections with Planning.  |
| Road, Bridge and Infrastructure Assessments<br>(Cross reference to Communication and Infrastructure) | Ops                      | R           | Evaluate municipal roads and above-ground infrastructure to assure their continued operation and to arrange closure.   |
|  | CBO                      | R           | E&O co-ordinates the assessment of the structural conditions of bridges to assure their continued operation.   |
|  | Fire                     | S           | To provide personnel, equipment and advice in support of Ops.  |
|  | Planning                 | S           | Provide any maps or data (e.g. spatial analysis, thematic mapping, raster analysis, etc...) that could be of value.  |
| Building Assessments   | CBO                      | R           | Identify buildings and designated structures covered by the <i>Building Code Act</i> that have been rendered unsafe due to a catastrophic event and to direct the property owner to undertake a review and assessment of conditions and to submit reports to the City.                                       |
|  | CSD/<br>Buildings        | R           | CSD/Buildings would assess construction sites under its control.   |
|  | CBO                      | R           | CBO is responsible for assessing the structural adequacy of all City-owned buildings.  |
|  | Fire                     | P           | To provide personnel, equipment and advice.  |
| Fire Code  | Fire                     | R           | Undertake assessments of compliance to the Ontario Fire Code.  |
|  | Planning                 | S           | Provide technical interpretive support on structural sufficiency assessments for Ontario Fire Code compliance.   |
| Providing Food Quality Control Measures  | EOHU                     | R           | EOHU is responsible for supervising and monitoring water and food supplies to prevent the occurrence of serious disease outbreaks during a disaster situation. EOHU will ensure that appropriate food safety precautions are implemented during the storage, transportation and delivery of food provisions. |
|  | ESS                      | S           | To support EOHU in their role of ensuring that food safety measures are carried out, (particularly as these precautions apply to the Emergency Shelters or where food is distributed to  |

## City of Clarence-Rockland Emergency Plan

| <b>Technical Inspections</b>      |                          |             |   |
|-----------------------------------|--------------------------|-------------|---|
| <b>Function/<br/>Task</b>         | <b>Dept/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
|                                   |                          |             | individuals affected by the emergency).   |
| Air Quality Monitoring (Building) | Fire                     | R           | Will monitor internal air quality for specific airborne hazards. To provide personnel and equipment from the HAZMAT (Hazard Materials) Response Team.   |
|                                   | EOHU                     | P           | Will assist Fire by interpreting the results of air quality monitoring and provide information on the health risk posed and recommend any necessary interventions.  |
|                                   | CSD                      | P           | Responsible for the air quality of City buildings and has measures in place to ensure that the air quality is within legislated parameters; otherwise the facility will be closed.  |
|                                   | HR                       | S           | Occupational Health and Safety will provide personnel and technical advice to assist Fire in monitoring air quality in buildings.   |
| Pre-occupancy Inspections         | CBO                      | R           | Directs property owners to submit engineering assessments of condition of buildings or designated structures and reviews the engineering assessments and provides direction as to occupancy.  |
|                                   | EOHU                     | P           | EOHU, in conjunction with other partners, can provide information to assist citizens accessing premises prior to re-entry to ensure that adequate remedial measures have been taken to abate any health hazards. They also assist in evaluation of high-risk public buildings where inspection activities are mandated under the <i>Health Protection and Promotion Act</i> . |

## City of Clarence-Rockland Emergency Plan

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| <b>Transportation</b>     |                            |             |   |
|---------------------------|----------------------------|-------------|---|
| <b>Function/<br/>Task</b> | <b>Depart/<br/>Service</b> | <b>Role</b> | <b>Action</b>   |
| Transportation            | Transit                    | R           | To provide emergency means of transportation for people. This responsibility includes the transportation of emergency personnel, other City staff and the public at large, as necessary. This may also include the co-ordination of alternate means of transportation with the appropriate partner, if Transit resources are unavailable. |
| People Transportation     | Transit                    | R           | Provide buses and resources and all other required vehicles for the emergency transportation of people.   |
|                           | MLEO                       | S           | Assist with identifying transportation sources through the City's inspected and licensed transportation services (taxis).   |
| Pet Transportation        | MLEO                       | R           | Co-ordinate with the OSPCA and Ottawa Humane Society regarding best practice to transport pets.   |
|                           | Fleet                      | S           | Responsible for providing vehicles.   |
| Livestock Transportation  | CBO                        | R           | CBO will assist with identifying appropriate sites for relocation for livestock in the case of an emergency.  |
|                           | Fleet                      | S           | Responsible for providing vehicles.   |
| Goods Transportation      | Fleet                      | R           | Responsible for providing vehicles.   |
|                           | Police                     | S           | For the purpose of goods transportation during emergency conditions, the Police would assist with keeping the peace, if required.   |
|                           | EOHU                       | S           | In the event that health-related goods need to be transported during an emergency situation (e.g. antibiotics, vaccines), EOHU may assist with the arrangement and transportation of such goods.  |
|                           | MLEO                       | S           | Assist with identifying transportation sources through the City's inspected and licensed transportation services (taxis).   |

## City of Clarence-Rockland Emergency Plan

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### PART 9: DEMOBILIZATION

This section illustrates the importance of demobilization and its components.

Demobilization planning begins upon activation of the first personnel and continues until the IMS organization ceases operation. As the Incident Commander is always the last to be demobilized, it is the responsibility of the Demobilization Unit to ensure that all the tasks associated with demobilization are completed and reported to the Incident Commander.

All emergency events should have an Incident Demobilization Plan which is included as part of the Incident Action Plan. The purpose of the demobilization plan is to ensure systematic and safe release of all resources from an emergency. Resources include personnel as well as major items of equipment, supplies and facilities. For simple incidents, this plan is generally verbal. For complex incidents, it may be necessary to create a Demobilization Unit within the Planning Section (IMS) to fulfill this responsibility. The Demobilization Unit ensures that departing resources follow a prescribed check-out process, including change of their status with the Resource Unit of the Planning Section. (To aid in this process, refer to form IMS 221: Demobilization Checkout.)

Standard demobilization activities<sup>1</sup> include the following:

- ⊗ Identifying and bringing forward demobilization issues related to an assigned function
- ⊗ Ensuring that incomplete/open actions in position logs are reassigned
- ⊗ Completing and forwarding all original documentation (e.g. reports, forms, lists) to the Documentation Unit in Planning
- ⊗ Advising the Financial section of any outstanding financial commitments/details
- ⊗ Returning all borrowed or acquired equipment/supplies
- ⊗ Cleaning up/organizing work stations
- ⊗ Preparing to participate in post-operational debriefs and/or contributing to the After Action Report
- ⊗ Participating in an exit interview/debrief
- ⊗ Obtaining information for accessing critical incident stress management support
- ⊗ Closing out position logs and forwarding to the Documentation Unit in Planning
- ⊗ Signing out of the respective Decision Centre

Where possible, the Demobilization Plan should provide opportunities for debriefing prior to resources being released. However, for longer term recovery efforts, it may be necessary to conduct a separate recovery debrief to address the recovery issues.

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<sup>1</sup> Emergency Operations Centre Essentials, Justice Institute of British Columbia

## City of Clarence-Rockland Emergency Plan

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### 9.1 Operational Debriefings

Post event operational debriefs play a critical role in post-event learning and are an effective tool for sharing experiences, for identifying difficulties encountered and areas for improvement, as well as recommendations for corrective action.

The Demobilization Plan should provide opportunities for debriefing prior to resources being released. The debriefing process includes such activities as:

- The submission of final reports by each responder
- Recording and reporting lessons observed
- Creating records for future reference
- Downloading electronic and manual data and preparing it for storage, safe keeping, and further use
- Capturing inputs that are relevant to the overall After Action Report.

Operational debriefings should be conducted whenever the response meets the “Activation” threshold. While there will be times when the City escalates to enhanced operations where multi-agency co-ordination is required, it will be at the discretion of the participating agencies and/or the Emergency Management Branch as to whether it will be necessary to hold a formal operational debriefing.

Following the “activation” of the Emergency Operations Centre, for either a planned or unplanned event, the Planning Chief shall be responsible for overseeing the preparation and management of the debrief as part of the Demobilization Plan. For complex events, the Planning Chief shall select a debriefing team to assist with this process and shall select an independent chairperson/facilitator who was not directly involved in the response to the event and who can remain objective and independent during the conduct of the formal face-to-face debriefing.

The operational debriefing process involves the following steps:

1. Gathering of response personnel feedback;
2. Collating debrief feedback into themes;
3. Co-ordinating and conducting a formal debrief meeting with response personnel; and
4. Preparing the After Action Report (AAR) which summarizes the key actions and the recommended next steps.

Prior to conducting a formal operational debriefing, the Planning Chief, in consultation with the EOC Commander and/or Incident Commander, will establish the timelines for collecting and collating feedback on the response. Ideally, this feedback should be gathered within four (4) weeks of the event and the formal debrief meeting conducted within six (6) weeks of the event.

To continuously improve the response process, it is particularly important that all response personnel involved in an emergency have the opportunity to participate in

## City of Clarence-Rockland Emergency Plan

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operational debriefing sessions. Unfortunately, when large numbers of people are involved in the response, it may be virtually impossible to invite everyone to a formal operational debrief. At a minimum, in such circumstances, all personnel shall have the opportunity to provide written comments on a structured questionnaire using the same format questions that are used within the formal debrief. This questionnaire asks responders to: (i) outline the key actions that were taken to manage the event (what worked well), (ii) identify areas for improvement (what could be done differently next time there is a need to respond to a similar event), (iii) determine the adequacy of the plans, processes, and capabilities, and (iv) identify gaps and limitations. (Refer to the standard corporate debriefing template as a guideline.) Service/departmental representatives and the Emergency Management Team shall assist the Planning Chief in disseminating and collating the corporate debriefing templates to the respective response personnel for their identified services within the IMS organizational structure.

### 9.2 After Action Report (AAR)

The After Action Report (AAR) documents the performance of tasks, and where necessary, makes recommendations for improvements. The AAR is completed as part of demobilization. Once the operational debriefings are completed, an action tracking table should be populated and a formal debrief report shall be drafted by the independent chairperson/facilitator. Where considered appropriate, the debrief report should be supported by a factual record of the event, including a brief description of the incident, chronology/timeline of the incident, and the agencies involved. This report will be circulated to those who participated in the debriefing for their review and approval before it is disseminated to senior managers and/or elected officials.

Upon completion of the debrief process, the CEMC will be responsible for monitoring progress and/or facilitating further consultation in regard to the recommended course of actions resulting from the After Action Report. Depending on the scope and scale of the emergency event, the CEMC may delegate this responsibility to an “after action” coordinator.

The After Action Report should be concise as possible and include:

1. Summary analysis and recommendations
2. Distribution list
3. Summary of the emergency overview
4. Key issues arising
5. Action tracking table
6. Action tracking process

### 9.3 Emergency Event Reporting

The Documentation Unit in the Planning Section (IMS) for each Decision Centre will be responsible for collecting, maintaining and safeguarding all documents relevant to the event. All event documentation will be stored for legal, analytical and historical purposes.

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While there are different methods for keeping detailed records about an event, all records shall be provided in paper format and stored together, as assembled and kept by Emergency Management. General Staff and Command Staff within these respective decision centres will be assigned a scribe to assist, as required and/or available. At the Incident Command Post (ICP), standard IMS documents (refer to Ontario IMS forms) will be utilized by responders to record decisions and actions taken. These documents are available electronically and/or in hard copy format for use by the ICP staff. All documents are to be submitted to the Documentation Unit at the ICP.

Every responder is also responsible for initiating and maintaining their own log of actions taken during an emergency event. IMS Form 214: Activity Log is specifically used for this purpose. When it is completed, this form is submitted to a supervisor. All completed original forms must also be given to the Documentation Unit which maintains a file of all IMS 214 forms. It is recommended that individual responders also retain a copy for their own records.

Table 10 highlights the roles and responsibilities of the leads for each Decision Centre with respect to event reporting procedures.

| <b>Representative</b>                                    | <b>Roles</b>   |
|--|--|
| <b>Incident Command Post (ICP)</b><br>Incident Commander | <ul style="list-style-type: none"> <li>▪ Ensures proper demobilization and debriefing of Command Staff and General Staff</li> <li>▪ Writes a response report and submits it to the Community Emergency Management Coordinator (CEMC)</li> </ul>                  |
| <b>Departments</b><br>Director                           | <ul style="list-style-type: none"> <li>▪ Ensures proper demobilization and debriefing of department staff</li> <li>▪ Writes a report summarizing the Department's actions and submits to the CEMC</li> </ul>   |
| <b>EOC Operations Group</b><br>EOC Deputy Commander      | <ul style="list-style-type: none"> <li>▪ Works with the Planning Chief to ensure proper demobilization and debriefing of the EOC Operations Group</li> <li>▪ Writes a report summarizing the supporting resources' actions and submits it to the CEMC</li> </ul> |
| <b>EOC Control Group</b><br>CAO/EOC Commander            | <ul style="list-style-type: none"> <li>▪ Ensures proper demobilization and debriefing of EOC Control Group</li> <li>▪ Provides a report of their activities to the CEMC</li> </ul>   |
| <b>Community Emergency Management Coordinator (CEMC)</b> | <ul style="list-style-type: none"> <li>▪ Compiles a formal event report from all of the respective Decision Centres</li> <li>▪ Presents this formal event report to the Mayor</li> </ul>   |
| <b>Mayor</b>   | <ul style="list-style-type: none"> <li>▪ Presents the CEMC report to the City Council</li> </ul>   |

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### **9.4 Reporting to Senior Management and Elected Officials**

As part of the demobilization process, the Community Emergency Management Coordinator will be identified as having the responsibility to monitor progress and report back to senior managers as to the implementation of the recommended actions from the After Action Report. For any action identified, there should be a completion date along with review dates.

In a declared state of emergency, the CEMC is also responsible for submitting a formal report to the Mayor within 60 days of the complete demobilization of the emergency event.

## City of Clarence-Rockland Emergency Plan

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### PART 10: LIST OF SUPPORTING EMERGENCY PLANS

Table 11 provides a list of supporting emergency plans and who is responsible for updating them.

| <b>Table 11: Emergency Plan Annexes</b>            |  |
|--|--|
| <b>Plan Title</b>                                  | <b>Area of Responsibility</b>                        |
| Corporate Communications Emergency Management Plan | Community Services – Corporate Communications        |
| Drinking Water Incident Escalation Response Plan   | Infrastructure & Planning – Environment (OCWA)       |
| Emergency Social Services Plan                     | Community Services                                   |
| Emergency Reception and Lodging Plan               | Community Services                                   |
| Fire Services Emergency Plan                       | Fire   |
| Human Resources Incident Escalation Response Plan  | Human Resources                                      |
| Public Works Incident Escalation Response Plan     | Infrastructure & Planning – Engineering & Operations |
| Traffic Incident Management Plan                   | Infrastructure & Planning – Engineering & Operations |
| Municipal Evacuation Plan                          | Protective Services – Emergency Management           |
| Municipal Re-entry Plan                            | Protective Services – Emergency Management           |
| Transit Services Emergency Management Plan         | Community Services                                   |

*Appendix 1: Response Escalation version 1.1* outlines the response escalation per service area.

## City of Clarence-Rockland Emergency Plan

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### **PART 11: EMERGENCY OPERATIONS CENTRE CONTROL GROUP MEMBERSHIP**

| <b>Service/Department</b>                                | <b>Position</b>                                |
|--|--|
| Chief Administrative Officer                             | Chief Administrative Officer                   |
| Protective Services – Emergency Management               | Director of Protective Services / CEMC         |
| Protective Services – Fire Department                    | Deputy Fire Chief / Alternate CEMC             |
| Protective Services – Municipal Enforcement              | Municipal Enforcement Manager / Alternate CEMC |
| Community Services                                       | Manager, Recreational Facilities               |
| Finance and Economic Development                         | City Treasurer                                 |
| Finance and Economic Development                         | Manager, Supply and Processes                  |
| Finance and Economic Development                         | Manager, Information Technology                |
| Infrastructure and Planning – Engineering and Operations | Manager, Engineering and Operations            |
| Community Services – Communications                      | Communications Officer                         |

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND****BY-LAW NO. 2018-117****BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO AWARD A CONTRACT TO ATREL ENGINEERING LTD.**

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

**WHEREAS** the Council of the Corporation of the City of Clarence-Rockland deems it expedient to award a contract to Atrél Engineering Ltd for the design of the watermain replacement and paving work on Laurier, Gareau and Pouliotte streets in the amount of \$90,370 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 Atrél Engineering Ltd for the Design Watermain Replacement;
- 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 13<sup>TH</sup> DAY OF AUGUST 2018.**

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GUY DESJARDINS, MAYOR

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MONIQUE OUELLET, CLERK





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

**Award Letter**

Atrel Engineering Ltd  
1-2884 Chamberland Street  
Rockland, Ontario  
K4K 1M6

June 1<sup>st</sup>, 2018

**Attention: Mr. Jean Decoeur**

**SUBJECT: Notice of Award: F18-INF-2018-013 (Watermain Replacement)**

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We thank you for your Tender submitted on May 25<sup>th</sup>, 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 \$ \$90,370.00 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, April 26<sup>th</sup>, 2018
- Addendum #1, dated May 7<sup>th</sup>, 2018
- Addendum #2, dated May 10<sup>th</sup>, 2018
- Addendum #3, dated May 14<sup>th</sup>, 2018
- Addendum #4, dated May 15<sup>th</sup>, 2018
- Addendum #5, dated May 16<sup>th</sup>, 2018
- Contractor Tender Response, dated May 25<sup>th</sup>, 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° INF2018-007 Octroi pour conception du remplacement d'aqueduc sur les rues Laurier, Gareau et Pouliotte

|                     |  |
|---------------------|--|
| <b>Date</b>         | 18/06/2018   |
| <b>Soumis par</b>   | Richard Campeau  |
| <b>Objet</b>        | Octroi pour conception du remplacement d'aqueduc sur les rues Laurier, Gareau et Pouliotte |
| <b># du dossier</b> | E08-   |

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

L'objectif de ce rapport est d'autoriser le département d'infrastructures et aménagement du territoire à mettre en place le processus de signatures de contrat avec **Atrél Engineering Ltd.** afin qu'ils puissent procéder à la conception pour le remplacement d'aqueduc et le pavage des rues Laurier, Pouliotte et Gareau.

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

S/O

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

**QU'IL SOIT RÉSOLU** que le Comité plénier recommande au Conseil d'adopter un règlement pour autoriser le Maire et la greffière à signer un contrat avec **Atrél Engineering Ltd.** pour les travaux de conception pour le remplacement d'aqueduc et le pavage des rues Laurier, Pouliotte et Gareau pour une somme de 90 370\$ excluant la TVH.

**BE IT RESOLVED** that the Committee of the Whole recommends that Council approves a by-Law to authorize the Mayor and the City Clerk to sign a contract with **Atrél Engineering Ltd.** for the design of the water main replacement and paving work on Laurier, Gareau and Pouliotte streets in the amount of \$90,370 excluding HST.

### 4) **HISTORIQUE:**

Les conduites maîtresses de notre système d'aqueduc dans ces secteurs sont en opération depuis les années 1950-1960. De plus, ces conduites sont généralement fabriquées de fonte ductile ce qui cause des ennuis au niveau de la fiabilité du système et l'entretien afin de maintenir une bonne qualité d'eau.

Également, les rues Gareau et Pouliotte connaissent des taux de brisures de tuyaux très élevés puisque les conduites sont situées à une profondeur moyenne de 1,5m (+/-5'). La municipalité demande à plusieurs résidents et entreprises de ce secteur de laisser leurs eau froide couler à chaque hiver afin d'empêcher les tuyaux de geler.

## 5) **DISCUSSION :**

Le 25 mai 2018, le département d'Infrastructure et aménagement du territoire a reçu six (6) propositions pour la conception de remplacement de portion d'aqueduc ainsi que le pavage des rues Laurier, Gareau et Pouliotte à Rockland.

Le processus utilisé pour cette compétition fut un de deux (2) enveloppes. Chaque soumission comprenait une (1) soumission technique et une deuxième financière. La soumission financière est seulement ouverte et évalué une fois l'examen technique complété et ce seulement si les consultants obtenaient une note minimale de 53/75 (70%) sur leurs soumissions techniques.

Voir ci-dessous le tableau détailler pour les notes technique et financière des six (6) soumissions.

### **Pointages:**

|                              | <b>Morrison<br/>Hersfiel</b> | <b>Parson</b>    | <b>SNC-<br/>Lavalin</b> | <b>Ainley</b>    | <b>Atrel</b>          | <b>WSP</b>       |
|------------------------------|------------------------------|------------------|-------------------------|------------------|-----------------------|------------------|
| Pointage technique (75%)     | 60.0                         | 60.9             | 54.4                    | 53.8             | 60.9                  | 56.0             |
| Prix de la soumission        | 129 975\$                    | 263 970\$        | 189 845\$               | 192 288\$        | 90 370\$              | 218 141\$        |
| Pointage pour le prix (25%)  | 17.4                         | 8.6              | 11.9                    | 11.7             | 25.0                  | 10.4             |
| <b>Pointage final (100%)</b> | <b>77.4</b>                  | <b>69.4</b>      | <b>66.3</b>             | <b>65.5</b>      | <b>85.9</b>           | <b>66.4</b>      |
| <b>Classement</b>            | 2 <sup>eme</sup>             | 3 <sup>eme</sup> | 5 <sup>eme</sup>        | 6 <sup>eme</sup> | <b>1<sup>er</sup></b> | 3 <sup>eme</sup> |

La proposition d'**Atrel Engineering Ltd** a été validée pour la conformité et a été déterminée à respecter les critères de qualification. Le département d'Infrastructure et aménagement du territoire recommande donc que la Cité retienne les services de la firme de consultants **Atrel Engineering Ltd** pour la conception de remplacement de portion d'aqueduc ainsi que le pavage des rues Laurier, Gareau et Pouliotte à Rockland.

Les dépenses détaillées encourues et prévues, suite au processus

d'appel d'offre, sont présentées dans le tableau ci-dessous.

|                       |                  |
|-----------------------|------------------|
| <b>Budget 2017</b>    | <b>248 000\$</b> |
| Compte: 2-4-9115-9194 |                  |

| Items                                    | Coûts            |
|--|------------------|
| Dépenses commises/déjà encourues         | 2 480\$          |
| Prix du contrat d'ingénierie (excl. TVH) | 90 370\$         |
| Impact de la TVH sur les contrats (1.8%) | 1 627\$          |
| <b>Coût total</b>                        | <b>94 477\$</b>  |
| <b>Balance / Déficit</b>                 | <b>153 523\$</b> |

Le département prévoit une économie budgétaire de 153 523\$. Inclus dans cette économie est une contingence de 10% (9 448\$) qui pourrait être utilisé pendant les travaux de conception.

6) **CONSULTATION :**

S/O

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

S/O

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

- Le budget de 2018 a approuvé la source de financement suivante pour le projet:
  - Réserve d'eau

9) **IMPLICATIONS LÉGALES :**

S/O

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

Ces travaux d'aqueduc ainsi que les travaux de pavage des rues Laurier, Gareau et Pouliotte sont en lien avec l'objectif du plan de travail pour la mise en œuvre de la phase 1 de la gestion des actifs du plan de dix (10) ans des projets capitaux.

11) **IMPLICATIONS STRATÉGIQUES :**

S/O

12) **DOCUMENTS D'APPUI:**

- Règlement #2018-XX
- Lettre d'octroi



**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND  
BY-LAW 2018-118**

**BEING A BY-LAW OF THE CITY OF CLARENCE-ROCKLAND TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE CITY OF CLARENCE-ROCKLAND AT ITS REGULAR MEETING HELD ON AUGUST 13, 2018.**

**WHEREAS** Sub-section 5(1) of the Municipal Act, 2001, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

**AND WHEREAS** Sub-section 5(3) of the said Municipal Act provides that the powers of every council are to be exercised by By-law;

**AND WHEREAS** it is deemed expedient that the proceedings of the Council of the City of Clarence-Rockland at this meeting be confirmed and adopted by By-law;

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

1. **THE** action of the Council of the City of Clarence-Rockland in respect of each recommendation contained in any reports of committees and of local boards and commissions and each motion and resolution passed and other action taken by the Council of the City of Clarence-Rockland at this meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
2. **THE** Mayor and the appropriate officials of the City of Clarence-Rockland are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the City of Clarence-Rockland referred to in the proceeding section.
3. **THE** Mayor and the Clerk, are authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the City of Clarence-Rockland.

**READ, PASSED AND ADOPTED IN OPEN COUNCIL THIS 13<sup>TH</sup> DAY OF AUGUST, 2018.**

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Guy Desjardins, Mayor

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Monique Ouellet, Clerk