1. Opening of the meeting
   The meeting is scheduled to begin at 6:30 pm in order to allow for a closed session.
   
   The portion of the meeting that is open to the public begins at 7:15 pm.

2. Prayer

3. Adoption of the agenda

4. Disclosure of pecuniary interests

5. Closed Meeting
   5.1 Adoption of the closed session minutes of September 24, 2018
   
   5.2 Easement – 259 Edwards Street

6. Closed Meeting report

7. Announcements
8. **Comment/Question Period**
   Note: Members of the public may come forward to the podium and after seeking permission from the Presiding Officer, shall state their name and direct their question/comment on any matter which is related to any item included in this agenda to the Presiding Officer.
   The maximum time allowed in all circumstances for a question/comment shall be three (3) minutes per person per meeting. There shall be a maximum of 30 minutes dedicated to the question/comment period. Any unasked questions/comments due to the time restriction may be submitted in writing to the Clerk.
   At no time shall this question period be taken by members of the audience to make speeches or accusations.

9. **Council Members' Items**

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

   10.1 Adoption of the minutes of the following meetings:
       a. Regular meeting of September 24, 2018
       b. Committee of the Whole of September 24, 2018

   10.2 Receipt of the minutes of the following meetings:
       a. Library Board of June 12, 2018
       b. Committee of Adjustment - August 22, 2018

   10.3 The following recommendations from Committee of the Whole of September 24, 2018
       a. Resolution to mandate the Infrastructure and Planning Department to bring forward a Zoning By-law Amendment to reduce the height of an Accessory Building in the residential zones
       b. Resolution to approve the design scenario provided in McIntosh Perry’s Post-Development Emergency Overland Flow Route Analysis dated September 14, 2018
c. Resolution to refuse to reduce the engineering fees for the Rockland District High School

d. Resolution to proceed with a detailed and in depth investigation to decide which servicing alternative would be the most efficient and cost effective to sustain growth within the village boundaries

10.4 Resolution to support the Township of Amaranth regarding the NAFTA Dairy Supply Management Program

10.5 Resolution to adopt the Tax Reduction under Section 357 & 358 of the Municipal Act

11. Committee/Staff Reports

11.1 License of Occupation - 1871 Labonté

11.2 Appointment of a member to the Accessibility Advisory Committee

11.3 Agreements for Daycare Services with school boards and UCPR

11.4 Snow removal and abrasive application contracts

11.5 Contract for drainage works on Clark Road

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 2018-138 - Lifting of Part-Lot Control – Spacebuilders - Solara

12.2 2018-139 - Dedication of public highway, Belvedere Rd, Part 3 plan 50R-10708

12.3 2018-144 - award a contract to StoneShare Inc. for the implementation of a SharePoint Document and Records Management Intranet

12.4 2018-145 - award a contract with Atrel Engineering Ltd. for the design and engineering services for the Verdon Subdivision file

13. Confirmatory By-law
14. Adjournment
1. **Ouverture de la réunion**
   La réunion débute à 18h30 afin de permettre une session à huis clos.
   La section de la réunion ouverte au public débute à 19h15.

2. **Prière**

3. **Adoption de l’ordre du jour**

4. **Déclarations d'intérêts pécuniaires**

5. **Réunion à huis clos**
   5.1 **Adoption du procès-verbal de la réunion à huis clos du 24 septembre 2018**
   5.2 **Servitude – 259 rue Edwards**

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

7. **Annonces**
8. **Période de Questions/Commentaires**

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

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

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

9. **Items des membres du Conseil**

10. **Items par consentement**

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

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

   a. Réunion régulière du 24 septembre 2018
   
   b. Comité plénière du 24 septembre 2018

10.2 **Réception des procès-verbaux des réunions suivantes:**

   a. Comité d’administration de la bibliothèque publique du 12 juin 2018
   
   b. Comité de dérégulation mineure du 22 août 2018

10.3 **Les recommandations suivantes du comité plénière du 24 septembre 2018**

   a. Résolution pour mandater le département d’Infrastructure et Aménagement du territoire d’apporter un amendement au règlement de zonage pour réduire la hauteur d’un bâtiment accessoire dans les zones résidentielles
b. Résolution pour approuver le scénario de conception présenté dans le Post-Development Emergency Overland Flow Route Analysis de McIntosh Perry datée du 14 septembre 2018

c. Résolution pour refuser de réduire les frais d'ingénierie pour le Rockland District High School

d. Résolution pour poursuivre des études plus détaillées et plus approfondies afin de déterminer l'alternative la plus efficace et la plus rentable pour soutenir la croissance dans les limites des villages

10.4 Résolution pour appuyer le canton d'Amaranth concernant le programme de gestion de fourniture de produits laitiers de l'ALENA

10.5 Résolution pour adopter les réductions de taxes conformément aux articles 357 & 358 de la Loi sur les Municipalités

11. Rapports des Comités/Services

11.1 Entente d'occupation - 1871 Labonté

11.2 Nomination d'un membre au sein du comité consultatif en accessibilité

11.3 Ententes des services de garderies avec les conseils scolaires et les CUPR

11.4 Contrats de déneigement et application d'abrasifs

11.5 Contrat pour construction de fossés sur chemin Clark

12. Règlements municipaux

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

12.1 2018-138 - Levée de la réglementation de partie de lot – Spacebuilders - Solara

12.2 2018-139 - Designation de chemin public, chemin Belvedère, partie 3 plan 50R-10708

12.3 2018-144 - octroi d’un contrat à StoneShare Inc. pour l’implantation du projet d’intranet et système de gestion des documents SharePoint
12.4  2018-145 - octroi d'un contrat à Atrel Engineering Ltd. pour de la conception et des services d'ingénierie

13.  Règlement de confirmation

14.  Ajournement
PRIÈRE D’OUVERTURE / OPENING PRAYOR
CITÉ DE / CITY OF CLARENCE-ROCKLAND

Notre Père

Les personnes présentes dans cette salle ont des opinions divergentes, des modes d’expressions variés, des façons différentes de vivre leurs émotions et des cheminement 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.

Veuillez 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 représentions.

May your name be glorified through our efforts.

Amen
Declaration of pecuniary interest  
Déclaration d’intérêt pécuniaire

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

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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'intêrets 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).
1. **Opening of the meeting**

   Mayor Desjardins calls the meeting to order at 6:33 pm.

2. **Prayer**

   Councillor Carl Grimard recites the prayer.

3. **Adoption of the agenda**

   RESOLUTION 2018-220
   Moved by Mario Zanth
   Seconded by Jean-Marc Lalonde

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

   - item 9.1. Member’s resolution of Councillor Jean-Marc Lalonde to nominate Doctor Steve Pelletier for the College of Physician and Surgeons of Ontario Council Award;

   - item 5.4. Legal update (closed session)
4. Disclosure of pecuniary interests (none)

5. Closed Meeting

RESOLUTION 2018-221
Moved by Guy Desjardins
Seconded by Krysta Simard

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. Adoption of the Closed session minutes of June 18, 2018, August 13, 2018, and August 27, 2018
5.2. Staffing issues
5.3. Potential land acquisition - Snow dump
5.4. Legal update

CARRIED

Members of Council move to the conference room adjacent to the Council Chambers at 6:35 pm and return to the Council Chambers at 7:14 pm.

RESOLUTION 2018-222
Moved by Mario Zanth
Seconded by Michel Levert

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

Further to questions, Mr. Julian Lenhart explains that the option to be selected for Notre-Dame Landfill will respect environment. He adds that the goal is to install a membrane for the protection of the surface water.

Further to questions, Mr. Lenhart explains that the City has documents but nothing to confirm that closure of the landfill site meet standards. He adds that a more complex process is required to close the site.
RESOLUTION 2018-223
Moved by Carl Grimard
Seconded by Diane Choinière

WHEREAS the province, Ministry of Environment has issued an Order for the closure of the landfill site and to address the uncontrolled storm sewer runoff from Caron Street into the landfill site; and

WHEREAS the City is proposing an unconventional solution to address the order, which requires numerous site evaluations and coordination with multiple ministries; and

WHEREAS Mr. Darch has been extensively involved in this file since 2015 and has developed sound and productive working relationship with key Ministry officials; and

WHEREAS the City is now required to resubmit a detailed proposal to address the landfill closure and the storm water management by the end December 2018;

BE IT RESOLVED THAT Mr. Darch’s contract be extended to March 31, 2019, working 2 days a week; and

BE IT FURTHER RESOLVED THAT Mr. Darch be directed to submit an update to Council at the December 14th meeting.

CARRIED

7. Announcements

Mayor Desjardins does a special announcement regarding the tornados of Friday evening. He explains that donations could be made to the Red Cross or the Salvation Army.

Mayor Desjardins announces that the Cornwall Fire Chief has been nominated as the Fire Chief of the Year.

Mayor Desjardins announces that the Coureur des Bois Challenge was a success.

Mayor Desjardins announces that the St-Pascal Optimist Club dinner was a success.

8. Comment/Question Period

Mr. Don Bouchard, resident of 118 Adrien St, asks if Clark Road is included in the ten years upcoming projects. Mr. Julian Lenhart explains that some works are scheduled but nothing in the next ten years. Mr. Bouchard asks if works are
scheduled for the water located on Tucker Road. Mr. Lenhart confirms that staff is seeking for grants. Mr. Bouchard explains that there is a parking issue at the Morris Park and asks if complaints have been received on this matter. Mr. Pierre Boucher replies that he does not have this information.

Mr. Rolland Labonté, representing is daughter living at 1573 Rollin, explains that works were done in the ditch in his absence. Mr. Julian Lenhart explains that works were properly completed. Mr. Labonté asks who paid for the lawyer for the planner at the OMB. Mr. Lenhart replies that when the City is summoned, a lawyer is be appointed to represent the planner.

9. Council Members’ Items

9.1 Member’s resolution of Councillor Jean-Marc Lalonde to nominate Doctor Steve Pelletier for the College of Physician and Surgeons of Ontario Council Award

RESOLUTION 2018-224
Moved by Jean-Marc Lalonde
Seconded by Krysta Simard

BE IT RESOLVED THAT Municipal Council hereby nominates Doctor Steve Pelletier of the Clarence-Rockland Family Health Team for the College of Physician and Surgeons of Ontario Council Award.

CARRIED

10. Consent Items

RESOLUTION 2018-225
Moved by Carl Grimard
Seconded by Krysta Simard

BE IT RESOLVED THAT the following items, as identified under the consent items category on the regular meeting agenda of September 24, 2018, be adopted:

10.1. Adoption of the minutes of the following meetings:
   a. Regular meeting of September 10, 2018,
   b. Committee of the Whole meeting of September 10, 2018

10.2. The following recommendations from Committee of the Whole of September 10, 2018:
   a. Resolution to adopt the Tangible capital asset policy FIN18-02
   b. Resolution to authorize the signature of a five-year contract for Printer/copier
10.3. Resolution to adopt the salaries paid from August 12, 2018, to September 8, 2018, in the gross amount of $982,349.93 and net amount of $731,223.69

CARRIED

Text of the resolutions adopted by consent under Resolution No 2018-225:

10.2a. **BE IT RESOLVED THAT** Council adopts the Tangible capital asset Policy No. FIN18-02.

10.2b. **BE IT RESOLVED THAT** that Council authorize the signature of a five-year contract for printer/ copiers with Kyocera for a monthly fixed cost of $732.54 and variable costs of $0.48 per impression for base units, $0.58 for a unit with additional functionality and $0.60 per impression for color copies for an estimated cost of $24,250 annually.

10.3 **BE IT RESOLVED THAT** the salaries paid from August 12, 2018, to September 8, 2018, in the gross amount of $982,349.93 and net amount of $731,223.69 be adopted as recommended.

11. Committee/Staff Reports

11.1 Accounts Paid

RESOLUTION 2018-226
Moved by Michel Levert
Seconded by Krysta Simard

**BE IT RESOLVED THAT** the accounts paid from August 18, 2018, to September 14, 2018, in the amount of $4,408,686.73 be adopted as recommended.

CARRIED

11.2 Business Licence

RESOLUTION 2018-227
Moved by Jean-Marc Lalonde
Seconded by Mario Zanth

**BE IT RESOLVED THAT** the Council adopts By-Law 2018-135 to regulate and govern business licensing; and

**BE IT RESOLVED THAT** Council adopts the By-Law 2018-136, being a by-Law to amend Schedule "M" to the User fees By-Law 2015-176.
11.3 Rental agreement for the Clarence Creek Arena canteen

RESOLUTION 2018-228
Moved by André J. Lalonde
Seconded by Mario Zanth

BE IT RESOLVED THAT Municipal Council award the rental contract of the Clarence Creek arena canteen from September 25, 2018, for an undetermined period to Mrs. Claudine Talbot, and

BE IT RESOLVED THAT Municipal Council adopt By-Law 2018-137 to authorize the Director of Community Services to sign the agreement for the rental of the Clarence Creek arena canteen from September 25, 2018, for an undetermined period; as recommended.

12. By-laws

RESOLUTION 2018-229
Moved by Diane Choinière
Seconded by André J. Lalonde

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

12.1. 2018-129 - to amend Zoning By-Law – 3996 Bouvier Road
12.2. 2018-130 - designation of lands not subject to part lot control, for part of Block 282 of Plan 50M-308, Parts 1 to 14 on Plan 50R-10756
12.3. 2018-131 - designation of lands not subject to part lot control, for part of Block 282 of Plan 50M-308, Parts 1 to 28 on Plan 50R-10757
12.4. 2018-132 - to prohibit parking between 2249 and 2265 Laval Street (Partage de Bourget)
12.5. 2018-133 - to authorize the signature of a contract to REIS Equipment for the purchase of a tractor for Community services

13. Confirmatory By-law

RESOLUTION 2018-230
Moved by Mario Zanth
Seconded by Diane Choinière
BE IT RESOLVED THAT By-law no. 2018-134, being a confirmatory by-law for the regular meeting of September 24, 2018, be adopted.

CARRIED

14. Adjournment

Mayor Desjardins adjourns the meeting at 7:55 pm.

________________________________  _______________________________________
Guy Desjardins, Mayor                  Maryse St-Pierre, Deputy Clerk
1. **Ouverture de la réunion**

   Le maire Desjardins ouvre la réunion à 18h33.

2. **Prière**

   Le conseiller Carl Grimard fait la lecture de la prière.

3. **Adoption de l’ordre du jour**

   **RÉSOLUTION 2018-220**
   
   *Proposée par*: Mario Zanth  
   *Appuyée par*: Jean-Marc Lalonde

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

   - item 9.1 Résolution de membre du conseiller Jean-Marc Lalonde pour nommer le docteur Steve Pelletier pour le prix du College of Physician and Surgeons of Ontario Council Award;
   - item 5.4 Mise à jour des dossiers légaux (huis clos)

   **ADOPTÉE, telle que modifiée**
4. Déclarations d’intérêts pécuniaires (aucune)

5. Réunion à huis clos

RÉSOLUTION 2018-221
Proposée par Guy Desjardins
Appuyée par Krysta Simard

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. Adoption des procès-verbaux des réunions à huis clos du 18 juin 2018, 13 août 2018 et 27 août 2018
5.2. Problématiques de personnel
5.3. Aquisition possible d’un terrain - dépôt à neige
5.4 Mise à jour des dossiers légaux

ADOPTÉE

Les membres du conseil se retirent dans la salle de conférence adjacente à la salle du conseil à 18h35 et retournent dans la salle du conseil à 19h14.

RÉSOLUTION 2018-222
Proposée par Mario Zanth
Appuyée par Michel Levert

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.

Suite aux questions, M. Julian Lenhart explique que l’option choisie pour le dépotoir Notre-Dame respectera l’environnement. Il ajoute que le but est de procéder à l’installation d’une membrane pour protéger l’eau de surface.

Suite aux questions, M. Lenhart explique que la Cité a des documents, mais que rien ne prouve que le site est fermé en respectant les normes. Il ajoute qu’un processus plus ardu est nécessaire pour fermer le site.
RÉSOLUTION 2018-223
Proposée par Carl Grimard
Appuyée par Diane Choinière

ATTENDU QUE le ministère de l’Environnement de la province a émis une ordonnance de fermeture du site d’enfouissement et de traitement des eaux de ruissellement des égouts pluviaux non contrôlés de la rue Caron jusqu’au site d’enfouissement ; et

ATTENDU QUE la Cité propose une solution non conventionnelle pour adresser l’ordonnance, ce qui nécessite que plusieurs sites soient évalués et une coordination avec plusieurs ministères ; et

ATTENDU QUE depuis 2015, M. Darch a été considérablement impliqué dans ce dossier et il a développé des relations de travail saines et productives avec les principaux responsables du ministère ; et

ATTENDU QUE la Cité est maintenant tenue de soumettre à nouveau une proposition détaillée concernant la fermeture du site d’enfouissement et la gestion des eaux pluviales d’ici la fin de décembre 2018 ;

QU’IL SOIT RÉSOLU QUE le contrat de M. Darch soit prolongé jusqu’au 31 mars 2019, tout en travaillant 2 jours par semaine; et

QU’IL SOIT AUSSI RÉSOLU QUE M. Darch soit mandaté à soumettre une mise à jour du projet à la réunion du conseil du 14 décembre 2018.

ADOPTÉE

7. Annonces

Le maire Desjardins fait une annonce spéciale concernant les tornades qui ont eu lieu vendredi. Il explique que les dons peuvent être faits auprès de la Croix-Rouge ou de l’Armée du Salut.

Le maire Desjardins annonce que le chef pompier de Cornwall a été nommé le chef pompier de l’année.

Le maire Desjardins annonce que le Défi Coureur des Bois s’est bien déroulé.

Le maire Desjardins annonce que le souper du Club Optimiste de St-Pascal a été un succès.

8. Période de Questions/Commentaires

M. Don Bouchard, résidant au 118 rue Adrien, demande si le chemin Clark est inclus dans les projets des dix prochaines années. M. Julian Lenhart explique que
certaines travaux sont prévus, mais rien dans les prochains dix ans. M. Bouchard demande si des travaux sont prévus pour l’eau sur le chemin Tucker. M. Lenhart confirme que le personnel est à la recherche de subventions pour effectuer ces travaux. M. Bouchard explique qu’il y a un problème de stationnement au parc Morris et aimerait savoir si des plaintes sont adressées à ce sujet. M. Pierre Boucher explique qu’il ne détient pas cette information.

M. Rolland Labonté, représentant sa fille demeurant au 1573 Rollin, explique que des travaux ont été faits dans le fossé alors qu’il était absent. M. Julian Lenhart explique que les travaux ont été faits convenablement. M. Labonté demande qui a payé l’avocat de l’urbaniste lors de l’appel de la CAMO. M. Lenhart répond que lorsque la Cité est appelée pour cela, un avocat est présent pour faire la représentation de l’urbaniste.

9. **Items des membres du Conseil**

9.1 **Résolution de membre du conseiller Jean-Marc Lalonde pour nommer le Docteur Steve Pelletier pour le "College of Physician and Surgeons of Ontario Council Award"**

RÉSOLUTION 2018-224
Proposée par Jean-Marc Lalonde
Appuyée par Krysta Simard

QU’IL SOIT RÉSOLU QUE le conseil nomme le docteur Steve Pelletier de l’Équipe de santé familiale de Clarence-Rockland pour le prix du "College of Physician and Surgeons of Ontario Council".

ADOPTÉE

10. **Items par consentement**

RÉSOLUTION 2018-225
Proposée par Carl Grimard
Appuyée par Krysta Simard

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 24 septembre 2018 soient adoptés :

10.1. Adoption des procès-verbaux des réunions suivantes:
   a. Réunion régulière du 10 septembre 2018
   b. Comité plénier du 10 septembre 2018

10.2. Les recommandations suivantes du comité plénier du 10 septembre 2018:
a. Résolution pour adopter la politique FIN18-02 sur les immobilisations corporelles
b. Résolution pour autoriser la signature d’un contrat pour les imprimantes/photocopieurs

10.3. Résolution pour adopter les salaires payés pour la période du 12 août 2018 au 8 septembre 2018, au montant brut de 982 349,93 $ et montant net de 731 223,69 $

ADOPTÉE

Texte des résolutions adoptées par consentement telles qu’identifiées dans la résolution numéro 2018-225

10.2a. QU’IL SOIT RÉSOLU QUE le conseil adopte la nouvelle politique d’immobilisations corporelles no. FIN18-02.

10.2b. QU’IL SOIT RÉSOLU QUE le conseil autorise la signature d’un contrat de cinq ans pour les imprimantes et les photocopieurs avec Kyocera pour un coût fixe de 732,54$ mensuel et des coûts variables de 0,48$ par impression pour les unités de base, 0,58$ pour les unités avec fonctions additionnelles et 0,60$ par impression pour les copies couleurs pour un coût estimé à 24 250$ par an.

10.3 QU’IL SOIT RÉSOLU QUE les salaires payés pour la période du 12 août 2018, au 8 septembre 2018, au montant brut de 982 349,93 $, et montant net de 731 223,69 $, soient adoptés tel que recommandé.

11. Rapports des Comités/Services

11.1 Comptes payés

RÉSOLUTION 2018-226
Proposée par Michel Levert
Appuyée par Krysta Simard

QU’IL SOIT RÉSOLU QUE les comptes payés pour la période du 18 août 2018, au 14 septembre 2018, au montant de 4 408 686,73$ soient adoptés tel que recommandé.

ADOPTÉE

11.2 Permis d’affaires
RÉSOLUTION 2018-227
Proposée par Jean-Marc Lalonde
Appuyée par Mario Zanth

QU’IL SOIT RÉSOLU QUE le Conseil adopte le règlement 2018-135, soit un règlement sur la gouvernance des permis d’affaires; et


ADOPTÉE

11.3 Entente de location pour la cantine de l’aréna de Clarence Creek

RÉSOLUTION 2018-228
Proposée par André J. Lalonde
Appuyée par Mario Zanth

QU’IL SOIT RÉSOLU QUE le conseil municipal accorde le contrat d’opération de cantine de l’aréna de Clarence Creek à partir du 25 septembre 2018 et pour une période indéterminée à Mme Claudine Talbot, et

QU’IL SOIT RÉSOLU QUE le conseil municipal adopte le règlement 2018-137 pour autoriser le Directeur des Services communautaires à signer l’entente pour la location de la cantine de l’aréna Clarence Creek à partir du 25 septembre 2018 et pour une période indéterminée; tel que recommandé.

ADOPTÉE

12. Règlements municipaux

RÉSOLUTION 2018-229
Proposée par Diane Choinière
Appuyée par André J. Lalonde

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

12.1. 2018-129 - pour amender le règlement de zonage – 3996 chemin Bouvier
12.2. 2018-130 - désignation de terrains non assujettis à la réglementation des parties de lots pour une partie du bloc 282 du Plan 50M-308, parties 1 à 14 sur le Plan 50R-10756
12.3. 2018-131 - désignation de terrains non assujettis à la réglementation des parties de lots pour une partie du bloc 282 du Plan 50M-308, parties 1 à 28 sur le Plan 50R-10757
12.4. 2018-132 - pour interdire le stationnement entre le 2249 et le 2265 rue
Laval (Partage de Bourget)
12.5. 2018-133 - pour autoriser la signature d'un contrat avec REIS Equipment pour l'achat d'un tracteur pour les services communautaires

ADOPTÉE

13. Règlement de confirmation

RÉSOLUTION 2018-230
Proposée par Mario Zanth
Appuyée par Diane Choinière

QU’IL SOIT RÉSOLU QUE le règlement no. 2018-134, étant un règlement de confirmation pour la réunion régulière du 24 septembre 2018, soit adopté.

ADOPTÉE

14. Ajournement

Le maire Desjardins lève l'assemblée à 19h55.

__________________________________  __________________________________
Guy Desjardins, maire                Maryse St-Pierre, greffière adjointe
CARRIED, as modified
5.2 Letter from the Rockland Field Archers requesting a shooting gallery at the Jean-Marc Lalonde Arena

Further to comments, Mr. Pierre Boucher explains that this organization qualifies to rent at the non-for-profit organizations hourly fee.

5.3 NAFTA - Dairy Supply Management Program

Mayor Desjardins directs staff to prepare a resolution to support this matter for consideration.

6. Notice of Motion (none)

7. Comment/Question Period (none)

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

9. Committee/Staff Reports

9.1 Accessory structures - comparison

Members of Council discuss the different elements to be considered in the surface area for accessory buildings. Further to comments, Mr. Julian Lenhart explains that the recommendation is to amend the zoning by-law on this regard but also for the other outdated sections of the by-law. He adds that this amendment is scheduled for the upcoming year.

RECOMMENDATION COW2018-144

Moved by Diane Choinière
Seconded by Mario Zanth

THAT the Committee of the Whole recommends to Council to mandate the Infrastructure and Planning Department to bring forward a Zoning By-law Amendment to reduce the height of an Accessory Building in the residential zones of the Urban Area of Rockland from 5 metres to 3.8 metres and evaluate the options for the different sizes of the urban residential area.

CARRIED, as modified

9.2 SharePoint Project

Further to questions, Rob Kehoe explains that Danny Petrillo made sure that the City’s computer system supports the project.

Further to questions, Mrs. Ouellet explains that documents will be scanned progressively from the date of the implementation.
RECOMMENDATION COW2018-145  
**Moved by** Mario Zanth  
**Seconded by** Krysta Simard  

THAT the Committee of the Whole recommends that Council adopts a by-law to authorize the Mayor and the Clerk to award a contract to StoneShare Inc. to implement the SharePoint Document and Records Management Intranet Project as described in RFP No. F18-ADM-2018-027, for an amount of $171,450.00, excluding HST.  

CARRIED

9.3 Budget Status report – August 31, 2018  
Further to questions, Mr. Pierre Boucher explains that the City has not receive the confirmation of the UCPR grant of $125,000. Ms. Helen Collier adds that the report includes the expected projections, but changes are possible.

RECOMMENDATION COW2018-146  
**Moved by** Michel Levert  
**Seconded by** Jean-Marc Lalonde  

THAT Report No. FIN2018-035, being the financial operating budget status for the period ending August 31, 2018, be received as information.  

CARRIED

9.4 Verdon Subdivision – Award for Engineering Services  

RECOMMENDATION COW2018-147  
**Moved by** Krysta Simard  
**Seconded by** Diane Choinière  

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 Atrel Engineering Ltd. in the amount of $85,895.00 for the design and engineering services for the Verdon Subdivision file.  

CARRIED

9.5 Watermain looping update for Landry and Russell roads  

RECOMMENDATION COW2018-148  
**Moved by** André J. Lalonde  
**Seconded by** Diane Choinière
THAT report No. INF2018-037, be received as information.

CARRIED

9.6 Erosion of creek side slope along properties 1058 and 1052 Baseline Road

Further to discussions, Mr. Julian Lenhart explains that Mr. Éric Leroux has met with the residents. He explains that as recommended option 1 is to recognize a natural drain.

Further to questions, Mr. Julian Lenhart explains that water comes from a watershed and from all undeveloped agricultural land. He adds that the erosion is due to unstable lands and not by the City. The members of council discuss the matter.

Mr. Laviolette explains that he understands the idea of a municipal drain, but it is not the sole solution. He explains that he would like the easement option to be chosen in order to reduce the costs. Members of council discuss the matter.

RECOMMENDATION COW2018-149
Moved by Carl Grimard
Seconded by Mario Zanth

THAT Committee of the Whole recommends that Council approve option 1, being that the City assumes no responsibility and no financial liability for the erosion of the creek’s side slope along private properties located at 1058 and 1052 Baseline Road.

DEFERRED

9.7 Proposed Caron Street Subdivision (C.H. Clément) - Post-Development Emergency Overland Flow Route Analysis

RECOMMENDATION COW2018-150
Moved by Carl Grimard
Seconded by Mario Zanth

WHEREAS the Administration met with the developer and his consultants; and

WHEREAS the developer provided an in-depth analysis that supports the design and meets the Departments requirements;

THAT the Committee of the Whole recommends that Council approve the design scenario provided in McIntosh Perry’s Post-Development Emergency Overland Flow Route Analysis dated September 14, 2018, as recommended in Report No. INF2018-042.
9.8 Fee reduction request from Upper Canada District School Board for Site Plan Amendment – Rockland District High School, 1004 Saint-Joseph Street

Further to questions, Mr. Julian Lenhart explains that no subdivision plan has been submitted and that no follow-up could be done.

RECOMMENDATION COW2018-151
Moved by Diane Choinière
Seconded by Carl Grimard

THAT the Committee of the Whole recommends that Council refuse to reduce the engineering fees for the Rockland District High School.

CARRIED

9.9 Clarence Creek and Bourget Sanitary Servicing Options

Further to comments, Mr. Julian Lenhart explains that the goal of this report is to see the impact of a future development.

RECOMMENDATION COW2018-152
Moved by Diane Choinière
Seconded by André J. Lalonde

THAT the Committee of the Whole recommends that Council mandates City staff to proceed with a detailed and in depth investigation to decide which servicing alternative would be the most efficient and cost effective to sustain growth within the village boundaries.

CARRIED

10. Other items

Councillor André J. Lalonde asks why a detour was implemented on Lacasse Road instead of Bouvier Road. Mr. Lenhart explains the process.

Councillor Diane Choinière asks if it is possible to replace the private culverts that are rusted and perforred. Mr. Lenhart replies that the replacement of private culverts is no longer possible since the adoption of a by-law on his regard in 2017.

11. Adjournment

The Mayor adjourns the meeting at 9:24 pm.
1. **Ouverture de la réunion**

   Le maire Desjardins ouvre la réunion à 20h05.

2. **Adoption de l’ordre du jour**

   **RECOMMANDATION COW2018-143**
   Proposée par Carl Grimard
   Appuyée par Mario Zanth


   **ADOPTÉE, telle que modifiée**

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

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

5. **Pétitions / Correspondance**

5.2 Lettre du Club de tir à l’arc de Rockland demandant une salle de tir à l’aréna Jean-Marc Lalonde
Suite aux commentaires, M. Pierre Boucher explique que cet organisme se qualifie pour avoir le taux horaire pour les organismes sans but lucratif.

5.3 **ALENA - Programme de gestion de fourniture de produits laitiers**

Le maire Desjardins mandate le personnel à préparer une résolution pour considérer l’appui de cette correspondance.

6. **Avis de motion** (aucun)

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

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

9. **Rapports des Comités/Services**

9.1 **Comparaison - bâtiments accessoires**

Les membres du conseil discutent des divers éléments à considérer dans la superficie accordée aux bâtiments accessoires. Suite aux commentaires, M. Julian Lenhart explique que la recommandation est d’amender le règlement de zonage à cet effet, mais aussi pour d’autres sections désuètes du règlement. Il ajoute que cet amendement serait prévu pour la nouvelle année.

**RECOMMANDATION COW2018-144**

Proposée par Diane Choinière
Appuyée par Mario Zanth

**QUE** le comité plénière recommande au conseil de mandater le département d'Infrastructure et Aménagement du territoire d’apporter un amendement au règlement de zonage pour réduire la hauteur d’un bâtiment accessoire dans les zones résidentielles de l’aire urbaine de Rockland de 5 mètres à 3,8 mètres et d’évaluer les options pour les diverses grandeurs de la zone urbaine résidentielle.

**ADOPTÉE, telle que modifiée**

9.2 **Projet SharePoint**

Suite aux questions, Rob Kehoe explique que Danny Petrillo s’est assuré que le système informatique de la Cité était en mesure de supporter le projet.

Suite aux questions, Mme Ouellet explique que les documents seront numérisés se feront au fur et à mesure à partir de la date d’implantation.

**RECOMMANDATION COW2018-145**

Proposée par Mario Zanth
Appuyée par Krysta Simard
**QUE** le Comité plénier recommande que le Conseil adopte un règlement pour autoriser le Maire et la Greffière à octroyer un contrat à StoneShare Inc. pour l'implémentation du projet d'intranet et système de gestion des documents SharePoint, tel que décrit dans la demande de soumission no. F18-ADM-2018-027, pour un montant de 171 450,00 $, excluant la TPS.

ADOPTÉE

9.3 **Rapport financier sur le budget opérationnel – 31 août 2018**

Suite aux questions, M. Pierre Boucher explique que la Cité n’a pas reçu la confirmation que la subvention des CUPR sera de 125 000$. Mme Helen Collier ajoute que le rapport contient les projections envisagées, mais que des changements sont possibles.

**RECOMMANDATION COW2018-146**

*Proposée par* Michel Levert  
*Appuyée par* Jean-Marc Lalonde

**QUE** le rapport no. FIN2018-035, étant le rapport financier sur le budget opérationnel pour la période se terminant le 31 août 2018, soit reçu à titre d’information.

ADOPTÉE

9.4 **Subdivision Verdon – Octroi pour des services d’ingénierie**

**RECOMMANDATION COW2018-147**

*Proposée par* Krysta Simard  
*Appuyée par* Diane Choinière

**QUE** le comité plénier recommande que le Conseil adopte un règlement pour autoriser le maire et la greffière à octroyer un contrat à Atrel Engineering Ltd. pour la somme de 85 895,00$ pour de la conception et des services d’ingénierie.

ADOPTÉE

9.5 **Mise à jour du bouclage de l’aqueduc pour les chemins Landry et Russell**

**RECOMMANDATION COW2018-148**

*Proposée par* André J. Lalonde  
*Appuyée par* Diane Choinière

**QUE** le rapport No. INF2018-037, soit reçu à titre d’information.

ADOPTÉE
9.6 Érosion du ruisseau qui longe les propriétés privées situées aux 1058 et 1052, chemin Baseline

Suite aux discussions, M. Julian Lenhart explique que M. Éric Leroux a rencontré les résidents. Il explique que l’option 1 qui est recommandée est de reconnaître un drain naturel.

Suite aux questions, M. Julian Lenhart explique que l’eau provient d’un bassin versant et de toutes les terres agricoles et non développées. Il ajoute que l’érosion n’est pas causée par la Cité, mais par des terres instables. Les membres du conseil discutent du sujet.

M. Laviolette explique qu’il comprend l’idée de faire une demande de drain municipal, mais que cela n’est pas la seule solution. Il explique qu’il aimerait que l’option de la servitude soit choisie afin de lui permettre le moins de coûts. Les membres du conseil discutent de la situation.

RECOMMANDEATION COW2018-149

Proposée par Carl Grimard
Appuyée par Mario Zanth

QUE le Comité plénier recommande au Conseil d’approuver l’option 1, étant que la Cité n’assume aucune responsabilité ni responsabilité financière pour l’érosion du ruisseau qui longe les propriétés privées situées aux 1058 et 1052, chemin Baseline.

DIFFÉRÉE

9.7 Subdivision proposée pour le chemin Caron (C.H. Clément) - Analyse de l’état d’urgence de la route en cas d’inondation après le développement

RECOMMANDEATION COW2018-150

Proposée par Carl Grimard
Appuyée par Mario Zanth

ATTENDU QUE l’Administration a rencontré le développeur et ses consultants, et

ATTENDU QUE le développeur a fourni une analyse approfondie qui appuie la conception et répond aux exigences du département ;

QUE le comité plénier recommande au conseil d’approuver le scénario de conception présenté dans le Post-Development Emergency Overland Flow Route Analysis de McIntosh Perry datée du 14 septembre 2018, tel que recommandé dans le rapport INF2018-042.
9.8 **Demande de réduction de frais du Upper Canada District School Board pour un amendement au plan de lotissement – Rockland District High School, 1004 rue Saint-Joseph**

Suite aux questions, M. Julian Lenhart explique qu’aucun plan de lotissement n’a été soumis et donc qu’aucun suivi n’a pu être fait.

**RECOMMANDATION COW2018-151**

*Proposée par* Diane Choinière  
*Appuyée par* Carl Grimard

**QUE** le comité plénière recommande que le Conseil refuse de réduire les frais d’ingénierie pour le Rockland District High School.

ADOPTÉE

9.9 **Options de services sanitaires pour le secteur de Clarence Creek et de Bourget**

Suite aux commentaires, M. Julian Lenhart explique que le but du rapport est de regarder l’impact du développement potentiel.

**RECOMMANDATION COW2018-152**

*Proposée par* Diane Choinière  
*Appuyée par* André J. Lalonde

**QUE** le Comité plénière recommande que le Conseil mandate le personnel de la Cité à poursuivre des études plus détaillées et plus approfondies afin de déterminer l’alternative la plus efficace et la plus rentable pour soutenir la croissance dans les limites des villages.

ADOPTÉE

10. **Autres items**

Le conseiller André J. Lalonde demande pourquoi un détour a été fait sur le chemin Lacasse au lieu du chemin Bouvier. M. Lenhart explique le processus.

La conseillère Diane Choinière demande s’il est possible de remplacer les ponceaux privés qui sont très rouillés et troués. M. Lenhart répond que le remplacement des ponceaux privés n’est plus possible depuis l’adoption d’un règlement à ce sujet en 2017.

11. **Ajournement**

Le maire lève l’assemblée à 21h24.
Guy Desjardins, maire

Maryse St-Pierre, greffière adjointe
Meeting of the Clarence-Rockland Public Library Board
Réunion du conseil d’administration de la Bibliothèque publique de Clarence-Rockland
at the Rockland Branch / à la succursale de Rockland

June 12, 2018 / Le 12 juin 2018
Minutes / Procès-verbal

Present:

Sylvie Archambault: President - Community Rep / Présidente - Rep communautaire
Diane Choinière: Concillor Ward 8 / Conseillère municipale, Quartier 8
Sherry Oake: Community Representative / Représentante communautaire
Krysta Simard: Councillor, Ward 6 / Conseillère municipale, Quartier 6
Catherina Rouse: Chief Executive Officer / Directrice générale
Sonia Lavoie: Secretary / Secrétaire

Absent:

Michael Moskau: Community Representative / Représentant communautaire
Arthur Voth: Community Representative / Représentant communautaire

1. Call to Order

Proposition 2018-06.1
The meeting was called to order at 7:02 pm.

Moved by: S. Archambault
Seconded by: K. Simard
Carried: Unanimously

1. Ouverture de l’assemblée

Résolution 2018-06.1
La séance est ouverte à 19h02.

Proposée par: S. Archambault
Appuyée par: K. Simard
Acceptée à: l’unanimité

2. Approval of the Agenda

Proposition 2018-06.2
It is proposed:
THAT the agenda be accepted as is.

Moved by: S. Oake
Seconded by: S. Archambault
Carried: Unanimously

2. Approbation de l’ordre du jour

Résolution 2018-06.2
Il est proposé:
QUE l’ordre du jour soit accepté tel quel.

Proposée par: S. Oake
Appuyée par: A. Archambault
Acceptée à: l’unanimité

3. Declaration of conflicts of Interest

There were no conflicts of interest.

3. Déclaration de conflits d’intérêts

Il n’y a pas eu de conflits d’intérêts.
4. Minutes of the May 15, 2018 Meeting

Proposition 2018-06.3
It is proposed:
THAT the minutes of the last Board
meeting be accepted as is.

Moved by: S. Oake
Seconded by: D. Choinière
Carried: Unanimously

5. Monthly Statistics

The monthly statistics were discussed
and added to the meeting documents.
C. Rouse mentioned that the statistics
are either on par with or better than last
year's.

6. Financial Report and Budget

The 2018 budget was reviewed and
added to the meeting documents.
C. Rouse mentioned that the expenses
for the new Integrated Library System
have been moved to capital expenses.

7. Other Business

a. Policies:

OP-09 – Community Information
has been reviewed. No changes
were made.

Policy: OP-11 – Unattended
Children has been reviewed.
C. Rouse mentioned that
exceptions should be allowed with
her authority to allow flexibility
when needed.

Policy: OP-13 – Fees other than
Circulation has been reviewed. No
changes were made.

Policy: OP-17 – Procurement has
been reviewed. No changes were
made.

4. Procès-verbal de la réunion du 15 mai 2018

Résolution 2018-06.3
Il est proposé :
QUE le procès-verbal de la dernière réunion
du conseil soit accepté tel quel.

Proposée par : S. Oake
Appuyée par : D. Choinière
Acceptée à : l'unanimité

5. Statistiques mensuelles

Les statistiques mensuelles ont été
discutées et ajoutées aux documents de la
réunion. C. Rouse mentionne que les
statistiques sont égales ou supérieures à
celles de l'année dernière.

6. Rapport financier et budget

Le budget 2018 a été revu et ajouté aux
documents de la réunion. C. Rouse
mentionne que les dépenses pour le
nouveau système de bibliothèque intégré
ont été transférées aux dépenses en
capital.

7. Autres questions

a. Politiques :

OP-09 - L'information communautaire
a été examinée. Aucun changement n'a
été apporté.

Politique : OP-11 - Enfants non
accompagnés a fait l'objet d'un
examen. C. Rouse mentionne que des
exceptions devraient être permises
avec son autorisation afin de permettre
une certaine souplesse au besoin.

Politique : OP-13 - Les frais autres que
les frais de circulation ont été
examinés. Aucun changement n'a été
apporté.

Politique : OP-17 - L'approvisionne-
ment a été examiné. Aucun
changement n'a été apporté.
**Proposition 2018-06.4**
It is proposed:
THAT policies OP-09, OP-11, OP-13 and OP-17 be accepted as reviewed.

**Moved by:** S. Archambault  
**Seconded by:** S. Oake  
**Carried:** Unanimously

b. Programmes – Discussion Lab:  
N. Bolduc and R. Barré made a presentation on proposed changes for the computer lab that will provide community teens with a safe space of their own where they can come to exchange, play and discover. The room will also be fitted with multifunctional equipment and furniture to maximise our service to the community. Discussion took place on the needs of community teens and the fact that there is no longer any dedicated space for them to meet and how to fill this requirement.

The library fundraised over $5K and C. Rouse mentioned that profits of future *Once Upon a Time* fundraiser will continue to fund the transformation of the room for the benefit of teens in our community. R. Barré said that with N. Bolduc, she is coordinating with the school to ensure that their needs will be met and coordination of efforts can be made.

Discussions took place in the lab on the proposed changes.  
D. Choinière and K. Simard agreed to support the project and asked C. Rouse to submit a loan request to the city for the next Council meeting. Should funding be granted, N. Bolduc and R. Barré are confident that the transformation could be completed by next September.

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**Résolution 2018-06.4**
Il est proposé :  
QUE les politiques OP-09, OP-11, OP-13 et OP-17 soient acceptées telles que révisées.

**Proposée par:** S. Archambault  
**Appuyée par:** S. Oake  
**Acceptée à:** l'unanimité

b. Programmes -Discussion : N. Bolduc et R. Barré ont fait une présentation sur les changements proposés pour le laboratoire d'informatique qui fournira aux adolescents de la communauté un espace sécuritaire où ils pourront venir échanger, jouer et découvrir. La salle sera également équipée d'équipements et de mobilier multifonctionnels afin de maximiser notre service à la communauté. Une discussion a eu lieu sur les besoins des adolescents de la communauté et le fait qu'il n'y a plus d'espace réservé pour qu'ils puissent se rencontrer et comment remplir cette lacune.

La bibliothèque a recueilli plus de 5,000 $ et C. Rouse a mentionné que les profits de la future collecte de fonds *Il Était Une Fois* continueront à financer la transformation de la salle pour le bénéfice des adolescents de notre communauté. R. Barré dit qu'avec N. Bolduc, elle coordonne avec l'école pour s'assurer que leurs besoins seront satisfaits et que la collaboration des efforts puisse être effectuée.

Des discussions ont eu lieu dans le laboratoire sur les changements proposés. D. Choinière et K. Simard ont accepté d'appuyer le projet et ont demandé à C. Rouse de soumettre une demande de prêt à la Ville pour la prochaine réunion du Conseil. Si le financement est accordé, N. Bolduc et R. Barré sont confiantes que la transformation pourrait être complétée d’ici septembre prochain.
Proposition 2018-06.5
It is proposed:
THAT a loan be secured from the City for the changes to the lab

Moved by: K. Simard
Seconded by: D. Choinière
Carried: Unanimously

c. Board Applicants: C. Rouse confirmed that there are three applications to fill L. Cyr and S. Oake positions on the Board: Sarma Meridian, Martine Moreau and Pierre Huot. Discussion took place on the Board’s needs and the merits of the candidates.

Proposition 2018-06.6
It is proposed:
THAT the Board will recommend to the City that Martine Moreau and Sarma Meridian be invited to join the library board.

Moved by: S. Archambault
Seconded by: K. Simard
Carried: Unanimously

8. CEO’s Report

a. Christmas Hours: C. Rouse mentioned that Christmas’ Eve and New Year’s Eve fall on Mondays this year.

Proposition 2018-06.7
It is proposed:
THAT the Library be closed on December 24 and 31, 2018

Moved by: S. Oake
Seconded by: D. Choinière
Carried: Unanimously

b. CC, STP & Little Free libraries: Following the closure of CC and STP branches later this month, C. Rouse said she will be installing two Little Free Libraries that will allow for continued access to books to the residents in the

Résolution 2018-06.5
Il est proposé :
QU'un emprunt soit garanti par la Ville pour les changements du lab.

Proposée par : K. Simard
Appuyée par : D. Choinière
Acceptée à : l'unanimité

c. Candidats au conseil d'administration : C. Rouse confirme qu'il y a trois candidatures pour combler les postes de L. Cyr et S. Oake au conseil d'administration : Sarma Meridian, Martine Moreau et Pierre Huot. Une discussion a eu lieu sur les besoins du Conseil et les mérites des candidats.

Résolution 2018-06.6
Il est proposé :
QUE le Conseil recommande à la Ville d'inviter Martine Moreau et Sarma Meridian à se joindre au conseil d'administration de la bibliothèque.

Proposée par : S. Archambault
Appuyée par : K. Simard
Acceptée à : l'unanimité

8. Rapport de la Directrice générale

a. Heures de Noël : C. Rouse mentionne que le réveillon et la veille du Nouvel An tombent les lundis de cette année.

Résolution 2018-06.7
Il est proposé :
QUE la bibliothèque soit fermée les 24 et 31 décembre 2018.

Proposée par : S. Oake
Appuyée par : D. Choinière
Acceptée à : l'unanimité

b. CC, STP & petites Bibliothèques gratuites : Après la fermeture des succursales de CC et de STP plus tard ce mois-ci, C. Rouse a déclaré qu'elle installera deux petites bibliothèques gratuites qui permettront aux résidents des villages où nous n’aurons plus de
villages where we will no longer have a branch. The information package that C. Rouse will present to the City Council has been added to the meeting documents.

c. Kudos: C. Rouse read an email and a Facebook comment that were received praising the library, its staff and the services offered. These have been added to the meeting documents.

d. TD Summer Reading Club update: Club registrations started on Monday. The staff have been busy preparing the participant packages and visiting schools in and around Rockland. C. Rouse was asked to contact the high school in Plantagenet because there are many Clarence-Rockland kids who are bussed there for school.

e. Smart Cities Challenge: Clarence-Rockland has been eliminated from the challenge. S. Oake thanked C. Rouse for the work she put into the submission. C. Rouse said that many proposed upgrades will be included in the new plan for the lab.

f. Staffing: C. Rouse mentioned that she has finalised the hiring of three new employees. The BP-5s are Michele Paquette and Monica Gaumond, and Devin Brain, as our new BP-6. C. Rouse also mentioned that G. Charbonneau has returned and will be preparing books in order to accommodate her disability.

g. HR-02 - Staff Selection and Assignment – via email: C Rouse reviewed the email correspondence that took place changing Policy HR-02 so that a board member is no longer required to be present

succursale d'avoir accès aux livres. La trousse d'information que C. Rouse présentera au Conseil municipal a été ajoutée aux documents de la réunion.

c. Félicitations : C. Rouse a lu un courriel et un commentaire sur Facebook qui ont été reçus pour louer la bibliothèque, son personnel et les services offerts. Ces documents ont été ajoutés aux documents de la réunion.

d. Mise à jour sur le Club de lecture d'été TD : Les inscriptions au Club ont commencé lundi. Le personnel a été occupé à préparer les troupes des participants et à visiter les écoles de Rockland et des environs. On a demandé à C. Rouse de communiquer avec l'école secondaire de Plantagenet car il y a beaucoup d'enfants de Clarence-Rockland qui y sont transportés en autobus pour l'école.

e. Smart Cities Challenge : Clarence-Rockland a été éliminé du défi. S. Oake remercie C. Rouse pour le travail qu'elle a fait pour la soumission. C. Rouse dit que de nombreuses améliorations proposées seront incluses dans le nouveau plan pour le labo.

f. Dotation en personnel : C. Rouse mentionne qu'elle a finalisé l'embauche de trois employés. Elle a présenté les nouvelles BP-5 Michele Paquette et Monica Gaumond ainsi que Devin Brain, notre nouvelle BP-6. C. Rouse mentionne également que G. Charbonneau est de retour et préparera les livres afin de tenir compte de son incapacité.

g. HR-02 - Sélection et affectation du personnel - par courriel : C. Rouse a examiné la correspondance électronique qui a eu lieu en ce qui concerne la modification de la politique HR-02 de sorte qu'un
for interviews of new candidates for permanent part-time positions. Permanent full-time position interviews will continue to require a board member to attend. Email correspondence was added to the meeting documents.

h. Annual Report: C. Rouse presented the 2017 Annual Report. Everyone was appreciative of the visual appeal the new format brings and requested that she makes her budget presentation using this format.

i. CEO Excel Courses: C. Rouse mentioned that she just finished her last course. Everyone congratulated her on completing her certificate in managing a small or medium public library.

j. Bilingual minutes: C. Rouse advised that since the City has received a request for Library Board meeting minutes to be made bilingual, S. Lavoie will produce them in English and French.

k. C. Rouse said that she has been interviewed for the by CR Guide by TVC22 and Jewel 92.5 FM.

membre du conseil n'est plus tenu d'être présent aux entrevues avec les nouveaux candidats aux postes permanents à temps partiel. Les entrevues pour les postes permanents à temps plein continueront d'exiger la présence d'un membre du conseil d'administration. La correspondance par courriel a été ajoutée aux documents de la réunion.

h. Rapport annuel : C. Rouse a présenté le rapport annuel 2017. Tout le monde a apprécié l'attrait visuel du nouveau format et lui a demandé de faire sa présentation budgétaire en utilisant ce format.

i. Cours Excel pour PDG : C. Rouse mentionne qu'elle vient de terminer son dernier cours. Tout le monde l'a félicité d'avoir obtenu son certificat en gestion d'une petite ou moyenne bibliothèque publique.

j. Procès-verbal bilingue : C. Rouse indique que puisque la Ville a reçu une demande pour que les procès-verbaux des réunions du conseil d'administration de la bibliothèque soient bilingues, S. Lavoie les produira en anglais et en français.

k. C. Rouse dit qu'elle a été interviewée pour le CR Guide par TVC22 et Jewel 92.5 FM.
9. Adjournment

The next meeting of the Library Board is scheduled for 7 pm on 18 September, 2018 at the Bourget branch.

Proposition 2018-06.8
It is proposed: THAT the meeting be adjourned at 9:04 pm.

Moved by: S. Archambault
Seconded by: K. Simard
Carried: Unanimously

9. Ajournement

La prochaine réunion du Conseil d'administration de la Bibliothèque aura lieu à 19h00 le 18 septembre 2018 à la succursale de Bourget

Résolution 2018-06.8
Il est proposé : QUE la séance soit levée à 21 h 04

Proposée par : S. Archambault
Appuyée par : K. Simard
Acceptée à: l'unanimité

Approval of these minutes:

Board President/ Date
Présidente du Conseil d'administration

Approbation du présent procès-verbal :

CEO/ Date
Directrice générale
CITY OF CLARENCE-ROCKLAND

COMMITTEE OF ADJUSTMENT MEETING MINUTES

August 22, 2018
Council Chambers
415 rue Lemay Street, Clarence Creek, Ont.

PRESENT:
Serge Dicaire
Marie-Ève Bélanger
Guy Desjardins
Michel Levert
Claire Lemay
Malcolm Duncan
Sylvie Lalonde
Michel Bergeron

ABSENT:
Jean-Yves Lalonde

1. Opening of the meeting
The Chair opens the meeting at 7:04 pm.

2. Reading and Adoption of the agenda

Moved by Michel Bergeron
Seconded By Michel Levert

THAT the agenda be adopted as presented.

CARRIED

4. Adoption of the minutes

Moved by Sylvie Lalonde
Seconded By Michel Bergeron

That the minutes of the meeting of June 27th, 2018 be approved.

CARRIED
5. Consent Applications

5.1 B-CR-014-2018

Moved by Sylvie Lalonde
Seconded By Michel Bergeron

QUE le Comité de dérogation approuve la demande d’autorisation soumise par Sylvain Lavoie, dossier B-CR-014-2018, concernant la propriété décrite comme étant le 3996 chemin Bouvier ;

Sujette aux conditions suivantes :

1. Que le requérant fournisse à la Cité de Clarence-Rockland deux copies originales en papier du plan de référence (plan d’arpentage) dûment enregistrées qui se conforment essentiellement à la demande B-CR-014-2018 telle qu’accordée ainsi qu’une copie en format PDF et DWG pour les Comités unis de Prescott et Russell et la Cité de Clarence-Rockland. Ces plans sont à remettre directement aux agences ci-haut mentionnées.

2. Que le propriétaire paye toutes taxes dues à la Cité de Clarence-Rockland et que, avant l’approbation finale par l’Autorité approbatrice de la Cité de Clarence-Rockland, le propriétaire fournit une confirmation de ce paiement de toutes taxes en retard.

3. Que l’arpenteur-géomètre embauché par le demandeur détermine la largeur de l’emprise du chemin Bouvier et si ladite emprise est inférieure à 20 mètres, qu’une bande de terrain d’une largeur égale à la dimension requise pour atteindre 10 mètres (mesurée à partir de la ligne centrale de l’emprise de chemin), longeant la parcelle à être détachée et la parcelle à être retenue au long de la rue soit transférée sans frais et sans encombre à la Cité de Clarence-Rockland. De plus, l’avocat du (des) requérant(s) devra procéder à l’enregistrement d’un règlement municipal dédiant cette partie de terrain public. Un frais devra être payé à la Cité de Clarence-Rockland pour la rédaction du règlement. Une copie du règlement enregistré doit être remise au Département des Services d’infrastructure et de l’aménagement du territoire pour que la condition soit considérée comme étant remplie.

4. Que le requérant obtienne une modification au Règlement de zonage 2016-10, à l’effet de changer la catégorie de zonage de la parcelle à être retenue afin de retirer les usages résidentiels sur la parcelle retenue, permettre un terrain agricole avec une superficie moindre de 40.5 ha et permettre une superficie maximale de lot de 2.02 ha pour la parcelle détachée.
5. Que le requérant fournisse à l'Autorité approbatrice de la Cité de Clarence-Rockland un Transfert/Acte de cession transférant le terrain divisé à une exploitation agricole dans le but d'émettre un certificat d'autorisation.

6. Que chaque condition soit remplie et que l'Autorité approbatrice de la Cité de Clarence-Rockland en soit avisée par écrit pas plus tard qu'un (1) an après la date de l'avis de la décision par les départements ou les agences qui ont imposé la/les condition(s) respective(s)

CARRIED

5. Consent Applications

5.2 B-CR-015-2018

Moved by Sylvie Lalonde
Seconded By Michel Bergeron

QUE le Comité de dérogation approuve la demande d'autorisation soumise par Charles Clément, dossier B-CR-015-2018, concernant la propriété décrite comme étant 291-295 Masters Lane;

Sujette aux conditions suivantes :

1. Que le requérant fournisse à la Cité de Clarence-Rockland deux copies originales en papier du plan de référence (plan d'arpentage) dûment enregistrées qui se conforment essentiellement à la demande B-CR-015-2018 telle qu'accordée ainsi qu'une copie en format PDF et DWG pour les Comités unis de Prescott et Russell et la Cité de Clarence-Rockland. Ces plans sont à remettre directement aux agences ci-haut mentionnées.

2. Que le requérant fournisse à l'Autorité approbatrice de la Cité de Clarence-Rockland un Transfert/Acte de cession transférant le terrain divisé dans le but d'émettre un certificat d'autorisation

3. Que chaque condition soit remplie et que l'Autorité approbatrice de la Cité de Clarence-Rockland en soit avisée par écrit pas plus tard qu'un (1) an après la date de l'avis de la décision par les départements ou les agences qui ont imposé la/les condition(s) respective(s)

CARRIED

6. Minor Variance Applications

6.3 A/09/18
Mrs. Lalonde asked why more parking spaces are required. Mrs. Lemay indicated that the convenience store had a legal non-complying status and that they were missing some parking spaces. Since the use is changing, the required parking space must be respected. The business will also need more parking.

Mr. Desjardins, the owner, stipulated that he will install a retaining wall and some landscaping. He wants the parking to be close to the entrance in order for his patient with injuries to be close. He will also be able to put the snow and the garbage container at the back.

Mr. Levert indicated that there is no traffic on Notre-Dame, that the plan is good and that the building looks nice.

Mr. Zanth indicated that there is not a lot of traffic on Notre-Dame and that the Committee should approve the request.

The Mayor stated that Notre-Dame is not large but it is worse to the south. He does not object.

Moved by Sylvie Lalonde
Seconded By Guy Desjardins

THAT the Committee of Adjustment refuses the application for Minor Variance submitted by 2611418 Ontario Inc., for the property identified as 1055 Laurier Street, to:

- Eliminate the required landscape buffer between the parking area and the street; and
- Increase the maximum width of the aisle providing access to the parking area to 26m along Notre-Dame Street;

Because the variance does not maintain the general intent and purpose of the Official Plan and Zoning By-law with regards to traffic safety and delineation of the boundary between the street and private parking area.

DEFEATED

Moved by Sylvie Lalonde
Seconded By Guy Desjardins

La demande de dérogation est approuvée tel que soumis.

CARRIED
6.1 A/07/18

Mr. Levert asked Malcolm the height of the garage. Malcolm indicates that the maximum height is 5 meters as per the Zoning by-law and will be respected.

Mrs. Lalonde asked if the setback from the lot lines will be respected and Malcolm indicates that it will be.

Mrs. Lalonde asked what the use of the garage will be. Malcolm indicated that it will be for personal use since the existing attached garage is used as a hair salon, they need more space.

Mrs. Blais from 108 Onyx inquired if there will be an access given to the garage from Onyx. She states that the value of the houses will go down. This information was given by MPAC. She indicated that other houses are close and that the owner has a truck company. She also represents 6 other neighbors on Onyx and the rear neighbor. She had submitted a letter that is included in the report.

Mr. Levert wants some clarification about MPAC. Mrs. Blais indicated that a neighbor called MPAC and they were told that the value of their property would go down due to the garage.

Mrs. Gélinas indicated that she called the City to inquire if they could build a garage before buying the property. City told her about the 8% coverage and that a minor variance could be applied for if they wanted a bigger garage.

Mrs. Lalonde asked if the owner can back up in that area. Mrs. Bélanger indicated that the area cannot be used for a driveway since the by-law stipulates that it's one driveway only. She is allowed to park her boat in the rear yard.

Mrs. Deschamps from 104 Onyx indicated that the neighbors will be penalized for this. She does not want the garage to look awful. She has an issue with the fact that the value of her property will go down. She indicates that there are lots of kids in the neighborhood and that it's hard to believe that she won't use Onyx as their driveway.

Mrs. Blais indicated that she is against the by-law in regards to the accessory use altogether and that it makes no sense. She does not want to see a detached garage and will do what it takes to stop the construction.
Mrs. Maria indicated that she is not against the project but would like to see a compromise.

Mrs. Gélinas indicated that she wants to park her boat and does not want to build a fence. She wants an open yard. She enlarged her driveway to code for her client so that they don't need to park on the streets. She is getting rid of the existing shed and the proposed shed will not be higher than the existing houses.

Mr. Duncan explains the role of LPASC and LPAT.

Moved by Michel Levert
Seconded By Sylvie Lalonde

QUE le Comité de dérogation accepte la demande de dérogation mineure soumise par M. Desjardins, dossier A/07/18, concernant la propriété décrite comme le 556 Ruby, dans le but de :

- Augmenter la superficie maximale pour un bâtiment accessoire de :
  8% de la superficie du lot à 10% de la superficie du lot.

CARRIED, as modified

6.2 A/08/18

Renée Payette said that Mathieu Leblanc from SNC approved 14.43m from the fish habitat but her plans showed 14.48m. She would like the Committee to approve 14.43m instead. She did an error on the plans.

Moved by Michel Levert
Seconded By Sylvie Lalonde

THAT the Committee of Adjustment accepts the application for Minor Variance submitted by Fram Engineer and Renée Payette, for the property identified as 452 Pago Road, to:

Reduce the setback from waterbodies and watercourses from: 30m to 14.43m

Increase the maximum dwelling height from: 5m to 7.5m; subject to the following conditions

1. That a "silt fence" be placed between the construction zone and the Ottawa River in order to minimize sedimentation. The fence will need
to stay in place until the site is stabilized and will need to be inspected every day during the period of construction
2. That the Ministry of Natural Resources and Forestry be contacted to ensure that there are no requirements from the minister  
   \textbf{CARRIED, as modified}

8. \textbf{Other Items}

8.1 \textbf{B-CR-002-2018}

Mr. Giroux would like to remove Condition 3 that states that an entrance must be removed. He states that it's impossible to remove it. The condition comes from the United Counties of Prescott and Russell.

The Committee agrees.

\textbf{Moved by} Sylvie Lalonde  
\textbf{Seconded By} Guy Desjardins

   \textbf{CARRIED}

8. \textbf{Other Items}

8.2 \textbf{B-CR-004-2018}

\textit{no comments}

9. \textbf{Adjournment}

The meeting is adjourned at 8:24 pm.

\underline{Serge Dicaire President}  
\underline{Marie-Eve Bélanger Secretary Treasurer}
CORPORATION DE LA
CITÉ DE CLARENCE-ROCKLAND
PROCÈS-VERBAL RÉUNION COMITÉ DE DÉROGATION

le 22 août 2018
Salle du Conseil
415 rue Lemay Street,
Clarence Creek, Ont.

PRÉSENT:
Serge Dicaire
Marie-Ève Bélanger
Guy Desjardins
Michel Levert
Claire Lemay
Malcolm Duncan
Sylvie Lalonde
Michel Bergeron

ABSENT:
Jean-Yves Lalonde

1. **Ouverture de la réunion**

Le président ouvre la réunion à 19h04.

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

Proposé par Michel Bergeron
Appuyé par Michel Levert

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

**ADOPTÉE**

4. **Adoption des procès-verbaux**

Proposé par Sylvie Lalonde
Appuyé par Michel Bergeron

Que le procès-verbal de la réunion du 27 juin 2018 soit approuvé.

**ADOPTÉE**
5. Demandes de morcellement

5.1 B-CR-014-2018

Proposé par Sylvie Lalonde
Appuyé par Michel Bergeron

QUE le Comité de dérogation approuve la demande d’autorisation soumise par Sylvain Lavoie, dossier B-CR-014-2018, concernant la propriété décrite comme étant le 3996 chemin Bouvier ;

Sujette aux conditions suivantes :

1. Que le requérant fournisse à la Cité de Clarence-Rockland deux copies originales en papier du plan de référence (plan d’arpentage) dûment enregistrées qui se conforment essentiellement à la demande B-CR-014-2018 telle qu’accordée ainsi qu’une copie en format PDF et DWG pour les Comtés unis de Prescott et Russell et la Cité de Clarence-Rockland. Ces plans sont à remettre directement aux agences ci-haut mentionnées.

2. Que le propriétaire paye toutes taxes dues à la Cité de Clarence-Rockland et que, avant l’approbation finale par l’Autorité approbatrice de la Cité de Clarence-Rockland, le propriétaire fournisse une confirmation de ce paiement de toutes taxes en retard.

3. Que l’arpenteur-géomètre embauché par le demandeur détermine la largeur de l’emprise du chemin Bouvier et si ladite emprise est inférieure à 20 mètres, qu’une bande de terrain d’une largeur égale à la dimension requise pour atteindre 10 mètres (mesurée à partir de la ligne centrale de l’emprise de chemin), longeant la parcelle à être détachée et la parcelle à être retenue au long de la rue soit transférée sans frais et sans encombre à la Cité de Clarence-Rockland. De plus, l’avocat du (des) requérant(s) devra procéder à l’enregistrement d’un règlement municipal dédiant cette partie de terrain public. Un frais devra être payé à la Cité de Clarence-Rockland pour la rédaction du règlement. Une copie du règlement enregistré doit être remise au Département des Services d’infrastructure et de l’aménagement du territoire pour que la condition soit considérée comme étant remplie.

4. Que le requérant obtienne une modification au Règlement de zonage 2016-10, à l’effet de changer la catégorie de zonage de la parcelle à être retenue afin de retirer les usages résidentiels sur la parcelle retenue, permettre un terrain agricole avec une superficie moindre de 40.5 ha et permettre une superficie maximale de lot de 2.02 ha pour la parcelle détachée.
5. Que le requérant fournisse à l'Autorité approbatrice de la Cité de Clarence-Rockland un Transfert/Acte de cession transférant le terrain divisé à une exploitation agricole dans le but d'émettre un certificat d'autorisation.

6. Que chaque condition soit remplie et que l'Autorité approbatrice de la Cité de Clarence-Rockland en soit avisée par écrit pas plus tard qu'un (1) an après la date de l'avis de la décision par les départements ou les agences qui ont imposé la/les condition(s) respective(s)

ADOPTÉE

5. Demandes de morcellement

5.2 B-CR-015-2018

Proposé par Sylvie Lalonde
Appuyé par Michel Bergeron

QUE le Comité de dérogation approuve la demande d'autorisation soumise par Charles Clément, dossier B-CR-015-2018, concernant la propriété décrite comme étant 291-295 Masters Lane;

Sujette aux conditions suivantes :

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2. Que le requérant fournisse à l’Autorité approbatrice de la Cité de Clarence-Rockland un Transfert/Acte de cession transférant le terrain divisé dans le but d'émettre un certificat d’autorisation

3. Que chaque condition soit remplie et que l'Autorité approbatrice de la Cité de Clarence-Rockland en soit avisée par écrit pas plus tard qu’un (1) an après la date de l'avis de la décision par les départements ou les agences qui ont imposé la/les condition(s) respective(s)

ADOPTÉE

6. Demandes de dérogation mineure

6.3 A/09/18
Mme Lalonde demande pourquoi il requiert plus de stationnement. Mme Lemay indique que le dépanneur était légal non conforme et manquait également de stationnement. En changeant l’usage, le nombre de stationnement doit être respecté et il a besoin de plus de stationnement pour son commerce.

M. Desjardins, propriétaire, indique qu’il souhaite mettre un retaining wall sur le bord du stationnement et du paysagement. Il veut garder les stationnements près de l’entrée pour ses patients blessés. Il va pouvoir mettre sa neige et la poubelle à l’arrière.

M. Levert indique qu’il n’y a pas de trafic sur Notre-Dame. Le plan présenté est bien et le bâtiment est très beau.

Mario Zanth indique qu’il n’a pas beaucoup de trafic sur la rue et aimerait que le comité recommande la demande.

M. le maire indique que la rue n’est pas large et que la rue est encore moins large au sud. Il ne s’objecte pas.

**Proposé par** Sylvie Lalonde  
**Appuyé par** Guy Desjardins

THAT the Committee of Adjustment refuses the application for Minor Variance submitted by 2611418 Ontario Inc., for the property identified as 1055 Laurier Street, to:

- Eliminate the required landscape buffer between the parking area and the street; and
- Increase the maximum width of the aisle providing access to the parking area to 26m along Notre-Dame Street;

Because the variance does not maintain the general intent and purpose of the Official Plan and Zoning By-law with regards to traffic safety and delineation of the boundary between the street and private parking area.

**DÉFAITE**

**Proposé par** Sylvie Lalonde  
**Appuyé par** Guy Desjardins

THAT the Committee of Adjustment accepts the application for Minor Variance submitted by 2611418 Ontario Inc., for the property identified as 1055 Laurier Street, to:
• Eliminate the required landscape buffer between the parking area and the street; and
• Increase the maximum width of the aisle providing access to the parking area to 26m along Notre-Dame Street;

ADOPTÉE

6.1 A/07/18

M. Levert demande à Malcolm quelle est la hauteur du garage. Malcolm indique que la hauteur est 5 mètres d’après le règlement de zonage. Ceci sera respecté.

Mme Lalonde demande si la distance des lignes est respecté et Malcolm indique que oui.

Mme Lalonde demande l’utilisation du garage. Malcolm indique que ce sera pour de l’entreposage personnel puisque le garage actuel est utilisé pour un salon de coiffure.

Mme Blais 108 Onyx demande si elle aura un accès au garage par la rue Onyx. Elle mentionne que la valeur des maisons va diminuer d’après MPAC. Elle indique que les maisons avoisinantes sont très proches. Elle indique que le propriétaire a une compagnie de camion. Elle représente 6 voisins sur Onyx et le voisin d’en arrière. Elle a soumis une lettre qui est inclus avec le rapport.

M. Levert demande des clarifications à propos de MPAC. Mme Blais indique qu’un voisin a appelé MPAC et ils ont été avisés que la valeur de leur propriété va baisser à cause du garage.

Mme Gélinas indique qu’elle a téléphoné la Cité pour demander si elle pouvait bâtir un garage avant d’acheter la propriété. La Cité lui a mentionné à propos de la superficie et qu’une dérogation mineure pouvait être soumise si elle voulait un garage plus gros.

Mme Lalonde demande si elle peut reculer par cet endroit. Mme Bélanger indique que cette région ne peut pas être utilisé pour une entrée puisque que le règlement indique seulement une entrée est permise. Elle peut stationner son bateau dans la cour arrière.

Mme Deschamps, 104 Onyx demande pourquoi elle devrait être pénalisée pour ceci. Elle a peur que le garage ait l’air d’un entrepôt. Elle a un
problème si la valeur de sa maison va baisser. Elle indique qu'il y a beaucoup d'enfant dans le quartier et elle trouve ceci difficile à croire qu'elle n'utilisera pas sur Onyx pour le driveway.

Mme Blais indique qu'elle est contre le règlement au complet et que ceci ne fait pas de sens. Elle ne veut pas voir un garage détaché et fera ce qu'il faut pour arrêter la construction.

Mme Maria ne s'oppose pas au projet mais aimerait regarder à faire un compromis.

Mme Gélinas indique qu'elle veut reculer son bateau et ne veut pas construire de clôture. Elle veut une cour ouverte. Elle a élargie son entrée légèrement afin que ses clients stationne sur son entrée et non pas dans le chemin. Elle va se débarrasser de la remise existante. Son garage ne sera pas plus haut que la maison.

Malcolm explique le processus du LPASC et LPAT.

Proposé par Michel Levert
Appuyé par Sylvie Lalonde

QUE le Comité de dérogation accepte la demande de dérogation mineure soumise par Claude Wathier et Lynn Gélinas, dossier A/07/18, concernant la propriété décrite comme le 556 Ruby, dans le but de :

- Augmenter la superficie maximale pour un bâtiment accessoire de :
  8% de la superficie du lot à 10% de la superficie du lot.

ADOPTÉE, telle que modifiée

6.2 A/08/18

Mme Payette indique que Mathieu Leblanc de la CNS a approuvé 14.43 mètres de l'habitat du poisson mais son plan démontre 14.48 mètres. Elle aimerait que le comité approuve 14.43 mètres. Elle a fait une erreur sur les plans.

Proposé par Michel Levert
Appuyé par Sylvie Lalonde

THAT the Committee of Adjustment accepts the application for Minor Variance submitted by Fram Engineer and Renée Payette, for the property identified as 452 Pago Road, to:
Reduce the setback from waterbodies and watercourses from: 30m to 14.43m

Increase the maximum dwelling height from: 5m to 7.5m; subject to the following conditions

1. That a "silt fence" be placed between the construction zone and the Ottawa River in order to minimize sedimentation. The fence will need to stay in place until the site is stabilized and will need to be inspected every day during the period of construction

2. That the Ministry of Natural Resources and Forestry be contacted to ensure that there are no requirements from the minister

ADOPTÉE, telle que modifiée

8. Autres items

8.1 B-CR-002-2018

M. Giroux souhaite enlever la Condition 3 qui stipule qu'une des entrées doit être enlevée. Il indique que ceci est impossible. La condition provient des Comités unis.

Le comité est d'accord.

Proposé par Sylvie Lalonde
Appuyé par Guy Desjardins

Que la condition 3 du dossier B-CR-002-2018 soit enlevée.

ADOPTÉE

8. Autres items

8.2 B-CR-004-2018

Aucun commentaire

9. Ajournement

La réunion est ajournée à 20h24.

Serge Dicaire Président

W Marie-Eve Bélanger Secrétaire-Trésorière
REPORT N° AMÉ-18-86-R

<table>
<thead>
<tr>
<th>Date</th>
<th>24/09/2018</th>
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</thead>
<tbody>
<tr>
<td>Submitted by</td>
<td>Tyler Duval (consultant), Marie-Eve Bélanger</td>
</tr>
<tr>
<td>Subject</td>
<td>Accessory structures - comparaison</td>
</tr>
<tr>
<td>File N°</td>
<td>D-14</td>
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</table>

1) **NATURE/GOAL:**
   This report is intended to serve as a comparison between the City of Clarence-Rockland’s Zoning By-Law 2016-10 and similar municipalities zoning by-laws, with specific regards towards Accessory Buildings and their regulation within Urban Residential Areas.

2) **DIRECTIVE/PREVIOUS POLICY:**
   As per Council Resolution (No. 2018-200), dated August 27 2018, the Department of Infrastructure and Planning have been mandated to prepare this report comparing the City’s Zoning By-Law to those of other municipalities, specifically with regards to the regulation of the permitted height and lot coverage of Accessory Buildings within Urban Residential Areas.

3) **DEPARTMENT’S RECOMMENDATION:**
   THAT the Committee of the Whole recommends to Council to mandate the Infrastructure and Planning Department to bring forward a Zoning By-law Amendment to reduce the height of an Accessory Building in the residential zones of the Urban Area of Rockland from 5 metres to 3.8 metres.

   QUE le comité plénier recommande au conseil de mandater le Département d’infrastructure et aménagement du territoire afin d’apporter un amendement au règlement de zonage pour réduire la hauteur d’un bâtiment accessoire dans les zones résidentielles de l’aire urbaine de Rockland de 5 mètres à 3,8 mètres.

4) **BACKGROUND:**
   Recently, a Minor Variance Application was submitted to the City requesting that a permitted Accessory Building (garage) occupy 10% of the total lot area whereas the Zoning By-Law limits Accessory Buildings to occupy no more than 8% of the total lot area. As a result of the aforementioned Application, Council has requested the Department of Infrastructure and Planning to prepare a report comparing the City’s Zoning By-Law to those of other municipalities, specifically with regards to the regulation of the permitted height and lot coverage of Accessory Buildings within Urban Residential Areas. The following points, extracted from Section 4.1 of the City’s Zoning
By-Law, present the current provisions regulating the height and lot coverage of Accessory Buildings (i.e. sheds and garages) in Urban Residential Zones (Section 4.1 of the Zoning By-Law): Accessory buildings or structures of more than 10 m² other than accessory residential wind turbines shall not be located closer than 1.2 meter to any interior side lot line, rear lot line or main building, shall not be located closer than 3.5 meters to any exterior side lot line and 3.5 meters for a rear lot line of a through lot, and shall not exceed 5.0 meters in height in residential zones; and Accessory buildings or structures shall not occupy more than 8% of the total lot area, nor shall it exceed the lot coverage of the dwelling on the lot whichever is the lesser. Such accessory buildings or structures shall be included as part of the total lot coverage permitted in the zone requirements;

5) **DISCUSSION:**
The report examined the Zoning By-laws of sixteen (16) municipalities in Eastern Ontario including: Alfred-Plantagenet, Champlain, Hawkesbury, Nation, Casselman, Russell, North Glengarry, South Glengarry, South Dundas, South Stormont, Cornwall, Ottawa, Mississippi Mills, Beckwith, Renfrew and Brockville. Table 1 (appended to the report), cross-references the various municipalities and zoning information including: the definition of “building height”, the maximum permitted height of an Accessory Building in a residential zone, and, the maximum lot coverage of an Accessory Building in a residential zone.

**Definition of “Building Height”**
It was found that all sixteen (16) municipal by-laws define “Building Height” the same way as it is defined in the City’s Zoning By-Law.

**Maximum Height**
Six (6) of the municipalities (37.5%) limit Accessory Buildings to a height of 5 meters; four (4) of the municipalities (25%) limit Accessory Buildings to a height of 4.5 meters; three (3) of the municipalities (18.75%) limit Accessory Buildings to a height of 6 meters; and three (3) of the municipalities (18.75%) limit Accessory Buildings to a height of 4 meters of less. The majority (56.25%) of the 16 municipalities examined currently allow a maximum height of 5 meters for an Accessory Buildings. The City of Clarence-Rockland also allows a maximum height of 5 meters for an Accessory Buildings, which appears to be typical for municipalities in the area.

**Maximum Lot Coverage**
Nine (9) of the municipalities (56.25%) allow Accessory Buildings to occupy a maximum lot coverage of 10% of the total lot area; three (3) of the municipalities (18.75%) allow Accessory Buildings to occupy a
maximum lot coverage of 8% of the total lot area; two (2) of the municipalities limit an Accessory Building’s lot coverage to 50% of the yard in which it is located; one (1) of the municipalities (6.25%) allow Accessory Buildings to occupy a maximum lot coverage of 15% of the total lot area; and one (1) of the municipalities (6.25%) allow Accessory Buildings to occupy a maximum lot coverage equal to the lot coverage of the dwelling on the lot. The majority (75%) of the 16 municipalities examined currently allow Accessory Buildings to occupy a maximum lot coverage of 8% of the total lot area. The City of Clarence-Rockland also allows a maximum lot coverage of 8% for Accessory Buildings, which appears to be typical for municipalities in the area. It would appear that the findings of this analysis suggest that the City’s current regulations regarding the maximum height and lot coverage are common among municipalities in Eastern Ontario.

As per our research, the City’s Zoning restrictions in regards to Accessory Buildings is the norm in other adjacent municipality. However, we can understand that perhaps the biggest issue might be the height of an accessory building so close to a neighbor’s yard. The City might consider reducing the height of the accessory building to reflect more like the by-law in Cornwall or Ottawa and maybe limit the height to a one story maximum. The total lot coverage on the other hand should stay 8% as it is the same in other municipalities.

6) **CONSULTATION:**
Should Council elect to amend Zoning By-Law 2016-10, a Public meeting will be required as per the Planning Act. The required Public meeting shall be held no earlier than 20 days after the circulation of the meetings Notice. The purpose of the Public Meeting is to give the public an opportunity to make representations in respect of the proposed by-law amendment.

The next opportunity to meet the Notice requirements is to have the Public Meeting on November 7, 2018.

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:**
    Table 1 - Comparaison
    Resolution of Council
Resolution: 2018-200
Title: Member's resolution presented by Councillor Carl Grimard in regard to accessory buildings
Date: August 27, 2018

Moved by Carl Grimard
Seconded by Diane Choinière

WHEREAS Zoning By-Law 2016-10 provides that accessory buildings in urban residential area, such as a shed/garage, shall not occupy more than 8% of the total lot area; and

WHEREAS urban residential areas lots are getting smaller, which brings properties closer to each other;

BE IT RESOLVED THAT Municipal Council hereby mandates the Department of Infrastructure and Planning to prepare a report including other municipalities comparatives regarding occupation of accessory buildings in urban residential areas in order to review/amend By-Law 2016-10 if appropriate.

CARRIED

Maryse St-Pierre
Deputy Clerk
Résolution: 2018-200
Titre: Résolution de membre présentée par le conseiller Carl Grimard au sujet des bâtiments accessoires
Date: le 27 août 2018

Proposée par Carl Grimard
Appuyée par Diane Choinière

ATTENDU QUE le règlement de zonage 2016-10 permet que la grandeur d'un bâtiment accessoire du style remise/garage en milieu résidentiel urbain soit de 8% de la grandeur totale d'un lotissement; et

ATTENDU QUE les quartiers résidentiels en milieu urbain affichent des lots de plus en plus petits, rapprochant les résidences l'une de l'autre;

QU'IL SOIT RÉSOLU QUE le conseil municipal mandate le département d'Infrastructure et d'Aménagement du territoire de préparer un rapport incluant des comparatifs d'autres municipalités relativement aux grandeurs permises pour les bâtiments accessoires en milieu résidentiel urbain afin de réviser et/ou modifier le règlement 2016-10 si approprié.

ADOPTÉE

Maryse St-Pierre
Greffière adjointe
# TABLE 1: ZONING PROVISIONS FOR ACCESSORY BUILDINGS IN RESIDENTIAL ZONES

<table>
<thead>
<tr>
<th>MUNICIPALITY</th>
<th>MAX. HEIGHT</th>
<th>DEFINITION OF « BUILDING HEIGHT »</th>
<th>MAX. LOT COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clarence-Rockland</td>
<td>5 m</td>
<td>Building height means the vertical distance between the average grade at the base of a main wall of the building and a) the highest point of the roof surface, if a flat or sloped roof, b) the mid-point between the ridge if a gable, hip, mansard, or gambrel roof, and the eaves of the building, excluding the eaves of any projections, or c) the highest point of the building or structure in all other cases, and height has a corresponding meaning unless otherwise defined elsewhere in this By-law.</td>
<td>8%</td>
</tr>
<tr>
<td>Alfred-Plantagenet</td>
<td>5 m</td>
<td>Means the vertical distance measured between the average finished grade at the base of the building and the highest point of the roof surface or parapet wall in the case of a flat roof, whichever is the highest. The mean height level between the base of the roof and highest point of any other type of roof.</td>
<td>shall not exceed 8% of the lot area nor shall it exceed the lot coverage of the dwelling house on the lot (whichever is the lesser)</td>
</tr>
<tr>
<td>Champlain</td>
<td>6 m</td>
<td>Shall mean the vertical distance measured between average finished grade at the base of a main wall and:</td>
<td>shall not exceed the lot coverage of the dwelling unit on the lot</td>
</tr>
</tbody>
</table>
a) the highest point of the roof surface or parapet wall, whichever is greater of a flat roof;
b) the average level between eaves and ridge of any other type of roof in the case of a gabled, gambrel, shed or hip roof, except that a shed roof having a slope of less than 20 degrees from the horizontal shall be considered a flat roof for the purposes of this By-law;
c) the deck line in the case of a mansard roof; or
d) the highest point of the building or structure in all other cases.

| Hawkesbury | 3.8 m | Means the vertical distance measured from the average elevation of the finished grade adjacent to a building or structure, or for a structure partially or entirely on or over the water, from the elevation of the ordinary water’s edge, to: 1. The highest point of the surface of a flat roof or of the surface of a structure, but excluding any railing; 2. Half the distance between the top of the highest load-bearing wall and the roof ridge of any sloped roof; or 3. 75% of the height of the roof ridge of an Aframed structure. | 10%; max. 100 m² |
| Nation | 5 m | Means the vertical distance measured between the average finished grade at the | shall not cover more than 45% of the rear yard or |
base of the building and:
1. The highest point of the roof surface or parapet wall in the case of a flat roof, whichever is the highest
2. The mean height level between the base of the roof and the highest point of any other type of roof.

<table>
<thead>
<tr>
<th>Location</th>
<th>Height</th>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casselman</td>
<td>5 m</td>
<td>Means the vertical distance between the average finished grade at the base of the building and in the case of a flat roof, the highest point of the roof surface or parapet wall, whichever is the highest, or in the case of all other types of roofs, the mean height level between the base of the roof and highest point of the roof. In calculating the height of a building, any construction used as ornament or for the mechanical operation of the building, such as a mechanical penthouse or a chimney, tower, cupola, steeple or antenna, or silo, is not to be included.</td>
<td>10%</td>
</tr>
</tbody>
</table>
| Russell    | 5 m or the height of the principal dwelling (whichever is lesser) | shall mean the vertical distance measured between the average grade at the base of a main wall and:
   i. The highest point of the roof surface of a flat roof;
   ii. The average level between eaves and ridge in the case of a gable, gambrel, shed or hip roof; | 8%         |
<table>
<thead>
<tr>
<th>Area</th>
<th>Height</th>
<th>Definition</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Glengarry</td>
<td>5 m</td>
<td>iii. The underside of the roof deck in the case of a mansard roof; or iv. The highest point of the building or structure in all other cases.</td>
<td>10%</td>
</tr>
<tr>
<td>South Glengarry</td>
<td>4.5 m</td>
<td>means the vertical distance between the average finished grade at the base of the building and in the case of a flat roof, the highest point of the roof surface or parapet wall, whichever is the highest or in the case of all other types of roofs, the mean height level between the base of the roof and highest point of the roof.</td>
<td>10%</td>
</tr>
<tr>
<td>South Dundas</td>
<td>6 m</td>
<td>shall mean when used in reference to a building, the vertical distance measured between finished grade and:</td>
<td>10%</td>
</tr>
<tr>
<td>South Stormont</td>
<td>4.5 m</td>
<td>(regulated per zone) shall mean the vertical distance between the average finished grade at the base of</td>
<td>10%</td>
</tr>
<tr>
<td>Location</td>
<td>Height Measurement</td>
<td>Notes</td>
<td></td>
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</tbody>
</table>
| Cornwall | 3 m grade to eaves, 5 m grade to peak | shall mean, when used with reference to a building, the vertical distance between the grade and exclusive of any roof construction used only as ornament, or for the mechanical operation of the building, such as penthouse, chimney, tower or steeple.  
  a) In the case of a flat roof, the highest point of the surface or parapet, whichever is the greater;  
  b) In the case of a mansard roof, the deck roof line;  
  c) In the case of a pitched roof, the mean height between eaves and ridge; | 10%; 60 m² per accessory building; max 93 m² of lot area |
| Ottawa  | 3.6 m; with height of exterior wall not to exceed 3.2 m | means the vertical distance between the average grade at the base of a main wall of the building and  
  a) the highest point of the roof surface, if a flat roof,  
  b) the deck line, if a mansard roof,  
  c) the mid point between the ridge if a hip, gable, shed, or gambrel roof, and the eaves of the building, | 50% of the yard in which they are located; max 55 m² |
excluding the eaves of any projections, or (By-law 2013-224)
d) the highest point of the building or structure in all other cases, and height has a corresponding meaning unless otherwise defined elsewhere in this By-law.

| Mississippi Mills | 4.5 m | when used with reference to a building or structure, means the vertical distance between the average grade at the front of such building or structure to the highest point thereon exclusive of any ornamental dome, chimney, tower, cupola, steeple, church spire, water storage tank, electrical apparatus, television or radio antenna, or structure for the mechanical equipment required for the operation of such building or structure. Without limiting the generality of the foregoing, the highest point shall be taken as:
   a) in the case of a flat roof, the highest point of the roof surface or parapet, whichever is the greater.
   b) in the case of a mansard roof, the deck roof line.
   c) in the case of a gable, hip or gambrel roof, the mean height between the eaves and ridge.
Where the height is designated in terms of storeys, it means the designated number of storeys above and including the first | 50% of the yard in which they are located; max 55 m² |
<table>
<thead>
<tr>
<th>Location</th>
<th>Height</th>
<th>Storey Type</th>
<th>Definition</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beckwith</td>
<td>6 m</td>
<td>1 storey</td>
<td>shall mean the vertical distance measured between finished grade and:</td>
<td>10%</td>
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<tr>
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<td></td>
<td>a) the highest point of the roof surface of a flat roof;</td>
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<td></td>
<td>b) the deckline of a mansard roof;</td>
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<td></td>
<td></td>
<td>c) the mean level between eaves and ridge of a gabled, hip or gambrel</td>
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<td></td>
<td></td>
<td></td>
<td>roof.</td>
<td></td>
</tr>
<tr>
<td>Renfrew</td>
<td>4.5 m</td>
<td>1 storey</td>
<td>means, when used with reference to a building, the vertical distance</td>
<td>10%</td>
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<tr>
<td></td>
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<td>between the average elevation of the finished surface of the ground at</td>
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<td>the front of the building and,</td>
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<td>a) in the case of a flat roof, the highest point of the roof surface or</td>
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<td></td>
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<td>the parapet, whichever is greater;</td>
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<td></td>
<td></td>
<td></td>
<td>b) in the case of a mansard roof, the deck roof line;</td>
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<td></td>
<td>c) in the case of a gable, hip or gambrel roof, the mean height between</td>
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<td></td>
<td>the eaves and the ridge;</td>
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<td>and</td>
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<td>d) in the case of any other type of roof, the highest point of the roof</td>
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<td></td>
<td>surface.</td>
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<tr>
<td>Brockville</td>
<td>4 m</td>
<td>1 storey</td>
<td>means the vertical distance between the finished grade at the front of the</td>
<td>15%</td>
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<td>building and:</td>
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<td>a) in the case of a flat roof, the highest point of the roof surface or</td>
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<td></td>
<td></td>
<td></td>
<td>the parapet, whichever is the greater;</td>
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</tbody>
</table>
| b) in the case of a mansard roof, the deck roof line;  
| c) in the case of a gable, hip or gambrel roof, the mean heights between the eaves and ridge; or  
| d) in all other cases, the highest point of the roof surface.  
| Where the height is established in the regulations as a number of storeys, height means the number of storeys. |
REPORT N°

1) NATURE/GOAL:
The Nature of this report is to get Council approval for the design scenario provided in McIntosh Perry’s Post-Development Emergency Overland Flow Route Analysis dated September 14, 2018.

2) DIRECTIVE/PREVIOUS POLICY:
N/A

3) DEPARTMENT’S RECOMMENDATION:
WHEREAS the Administration met with the developer and his consultants; and

WHEREAS the developer provided an in-depth analysis that supports the design and meets the Departments requirements;

THAT the Committee of the Whole recommends that Council approve the design scenario provided in McIntosh Perry’s Post-Development Emergency Overland Flow Route Analysis dated September 14, 2018, as recommended in Report No. INF2018-042.

ATTENDU QUE l’Administration a rencontré le développeur et ses consultants, et

ATTENDU QUE le développeur a fourni une analyse approfondie qui appuie la conception et répond aux exigences du département ;

QUE le comité plénier recommande au conseil d’approuver le scénario de conception présenté dans le Post-Development Emergency Overland Flow Route Analysis de McIntosh Perry datée du 14 septembre 2018, tel que recommandé dans le rapport INF2018-042.

4) BACKGROUND:
The 3.73-hectare site is located immediately adjacent to Docteur Corbeil Boulevard on the east side of Caron Street and is bound by the Club de Golf Rockland on its eastern limit. The site is currently undeveloped and is covered with small trees and vegetation. The
developer has proposed to construct 16 townhouse blocks totaling 113 units along with associated municipal roadways and infrastructure.

The City received two design submissions, one in March and the other in April of 2018, following the Departments comments of the first submission. Following the City's review of the second submission package, it was requested that the emergency overland flow route along the eastern property limit be reviewed in further detail in order to prevent any potential overflow to the adjacent golf course property.

On June 6, 2018 following the Departments second review comments, the developer Mr. Clément explained to Council during the Council meeting that it was not feasible to provide the emergency overland flow route as required by the Department. Subsequent to this, Council mandated the Administration to meet with the developer and review the proposed design to see if a compromise could be made.

5) DISCUSSION:
The Administration met with developer and his consultants, McIntosh Perry, on September 6, 2018 to discuss the proposed design and alternatives to providing emergency overland flow route along the eastern property limit. During this meeting, the Administration agreed to reconsider the proposed design as long as the developer provide further analysis to better support the proposal. McIntosh Perry provided the City on September 14, 2018 with an in-depth analysis of the design. The following is a summary of the analysis, for the complete analysis see Attachment 1.

Grade differential to provide overland flow route:
In order to achieve positive drainage towards the roadway, a retaining wall (in excess of 2 meters height in some locations) would be required, along with drainage easements in between townhouse blocks.

Controlled pre-development and post-development flows
To compensate for the emergency overland flow route, the design controls the post-development flows of any storm event up to 120 years on site through the storm water management facility. The Ministry of the Environment, Conservation and Parks only requires that 100-year storm events be controlled on site.

Worst-case scenario
In the unlikely event of a pipe blockage or failure, any runoff not able to be collected in the storm system would follow the emergency route, which in this case is towards the lower elevation of the golf course lands. The estimated likelihood of this scenario is a 1 in 73,000 chance of occurring. The Department considers this a very unlikely scenario that can be mitigated by regular maintenance.
After review of this analysis, the Department considers that although possible, providing an emergency flow route would not be reasonable given the costs associated with doing so and that the design meets the Departments requirements. The Department therefore, recommends that Council approve the design scenario provided in the Post-Development Emergency Overland Flow Route Analysis.

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:**
    N/A
September 14, 2018

Mr. Julian Lenhart
Director | Infrastructure and Planning
City of Clarence-Rockland
1560 Laurier Street
Rockland, ON
K4K 1P7

Dear Mr. Lenhart:

Re: Proposed Caron Street Subdivision (C.H. Clément)
Post-Development Emergency Overland Flow Route Analysis

McIntosh Perry (MP) has been retained by the developer, C.H. Clément Construction, to prepare the detailed engineering design in support of the proposed residential subdivision project on Caron Street in the City of Clarence-Rockland (City).

The 3.73-hectare site is located immediately adjacent to Docteur Corbeil Boulevard on the east side of Caron Street and is bound by the Club de Golf Rockland on its eastern limit. The site is currently undeveloped and is covered with small trees and vegetation. The developer has proposed to construct 16 townhouse blocks totaling 113 units along with associated municipal roadways and infrastructure.

As part of MP’s scope of work, two detailed design submissions were presented to the City in March and April of 2018, respectively. The second submission incorporated changes related to the peer-review comments that were received following the initial submission. Following the City’s review of the second submission package, it was requested that the emergency overland flow route along the eastern property limit be reviewed in further detail in order to prevent any potential overflow to the adjacent golf course property. A number of additional comments were also received, however, the main intent of this letter is to address the above-noted comment in detail for further consideration by Council.

During the preliminary design stage, as-built sewer and watermain elevations were reviewed along with relevant background information in order to determine appropriate servicing and grading schemes for the development and to meet the requirements of the applicable review agencies, namely the City and the Ministry of the Environment and Climate Change (MOECC), now the Ministry of the Environment, Conservation and Parks (MECP). During the evolution of the design, a number of options were explored to accommodate the significant grade differential along the eastern property limit between the rear of the proposed townhouse lots and the golf course. A “traditional” grading design was proposed, whereby the back half of the lots drain to the rear swale and drainage system and the front half the lots drain to the front yard and roadway.

Due to the grade differential and layout of the proposed townhouses along the eastern limit – 6 blocks of 7-unit and 8-unit townhouses, there were few options to direct major overland flow (flow in excess of that collected by the storm sewer system) towards the municipal roadway, which was set at an elevation notably
higher than the rear swale. In order to achieve positive drainage towards the roadway, a retaining wall (in excess of 2 meters height in some locations) would be required, along with drainage easements in between townhouse blocks. Although possible, the retaining wall would add significant cost to the development and result in potential future maintenance considerations. Drainage easements between townhouse blocks are also not desirable and can be seen as a nuisance for homeowners.

With these concerns in mind, it was decided to more closely match the existing grade at the eastern property line. A rear-yard swale and drainage system were proposed to collect any flows draining from the rear half of the lots. Without a viable 100-year overland flow route, the rear-yard storm sewer system was oversized to accommodate any flows up to and including the 100-year storm event, which represents the “worst-case” design storm. Additionally, a 20% safety factor was incorporated into the design, effectively providing underground storage to accommodate the 120-year storm. With these measures in place, the last remaining concern raised by the City was the direction of the “emergency” overland flow towards the golf course and not towards an approved outlet. In the unlikely event of a pipe blockage or failure, any runoff not able to be collected in the storm system would follow the emergency route, which in this case is towards the lower elevation of the golf course lands. It should be noted that this is an extremely unlikely event and can be managed by regular maintenance of the sewer system.

For example, a 100-year storm statistically has a 1 in 100 chance (0.01) of occurring in any given year. The likelihood of a blocked or crushed pipe is more difficult to predict, but it can be reasonably estimated that a repair could take 5 days to complete, so the odds in any given year can be estimated as 5/365 = 0.0137. As a conservative estimate, it could further be estimated that a blocked or crushed pipe might occur 1 out of every 10 years (0.10).

If we consider these events to occur in a simultaneous fashion, it is estimated that there is an approximate 1 in 73,000 chance [1 / (0.01 x 0.0137 x 0.1)] of occurrence in any given year.

Through several meetings with the City, it was mutually agreed that the engineering design adequately accommodates the 100-year storm event (with 20% factor of safety) and the last remaining item to be addressed is the emergency route. To alleviate any concerns from the City and from Council, we have presented the following calculations and scenarios to support our proposed grading design without the need for a retaining wall and drainage easements between townhouse blocks.
Note that the following scenarios are based on the rational method flow equation, where the flowrate, \( Q \), is calculated as:

\[
Q = 2.78CiA,
\]

where

- \( Q \) = Flow (L/s)
- \( C \) = Runoff coefficient
- \( i \) = Rainfall intensity (mm/hr)
- \( A \) = Area (hectares)

The rainfall intensities, have been derived from the MTO data for Rockland and is calculated as:

\[
i = 43.4Tc^{(-0.699)},
\]

where

- \( Tc \) = Time of concentration (min)

**Pre-Development Drainage**

In pre-development conditions, a significant portion of the subject site (1.91 hectares) drains toward both the northeast and southeast corners of the subject site and onto the golf course lands. Although the subject site is undeveloped and covered in vegetation, a 100-year storm nonetheless generates approximately 100 L/s of runoff draining uncontrolled towards the golf course lands. This estimate assumes a conservative 20-minute time of concentration.

The pre-development drainage scheme is presented in the **PRE**-drawing included as an Appendix to this letter.

**Post-Development Drainage**

Due to the proposed site configuration, the potential area draining towards the golf course lands has been significantly reduced in post-development conditions to a total of 0.57 hectares and is limited to the rear half of the townhouse lots. The 0.57-hectare area is additionally split into two sub-catchment areas of 0.38 hectares and 0.19 hectares, respectively. Furthermore, a rear-yard swale and storm sewer system will collect any runoff previously directed to the golf course up to and including the 100-year storm event, with an additional 20% factor of safety. Thus, the runoff from the subject site directed to the golf course in a 100-year storm event is effectively reduced to 0 L/s.

The post-development drainage scheme is presented in the **POST**-drawing included as an Appendix to this letter.

**Emergency Overland Route**

As previously noted, it is prudent to consider the effects of the system during emergency conditions, such as a pipe blockage or pipe failure. As a worst-case scenario, it could also be assumed that the 100-year storm event might simultaneously occur along with the pipe failure scenario. In this case, without the ability of the storm sewer system to capture any runoff, flows would be left to drain towards the rear-yard swale system with eventual overflow towards the golf course lands.
In the post-development emergency scenario, with the site developed with a combination of grass and hard surfaces (roof, decks, patios), the runoff potential is increased from pre-development conditions. A coefficient of 0.50 has been calculated based on the proposed unit sizes and configuration, compared to a fully soft-surface coefficient of 0.20. This effectively increases runoff potential by a factor of 2.5x (0.50/0.20). Additionally, the time of concentration is reduced to 10 minutes, as the runoff will reach peak flow quicker than in pre-development conditions due to the additional hard-surfaces and reduced drainage area size.

During a worst-case emergency scenario, the potential runoff generated by the 0.57-hectare rear-yard area can be calculated as approximately 120 L/s. Broken down into sub-catchment areas, the 0.38-hectare portion would generate approximately 80 L/s and the 0.19-hectare portion would generate approximately 40 L/s, both during the 100-year storm scenario.

Again, it must be noted that this would only occur in the extremely rare scenario whereby the 100-year storm event is being experienced simultaneously with a complete pipe failure or blockage that renders the storm system non-functional. The possibility of this event is significantly reduced through routine maintenance and inspection of the system as part of a regular program by City maintenance staff.

In conclusion, we believe that we have presented a design scenario that is both effective and that meets the requirements of the City of Clarence-Rockland and the MECP. We are requesting that City staff and Council further consider the scenarios presented above. It is our opinion that we have designed a system that completely eliminates the possibility of overland emergency flow to the adjacent property in all but the most extreme and unlikely event of a complete pipe failure and simultaneous 100-year storm event, which we conservatively estimate as a 1 in 73,000 chance in a given year.

Finally, it should be noted that the latest version of engineering review comments, attached as an Appendix to this letter, have been reviewed and will be incorporated into our final design submission. We view the emergency overland discussion as the last remaining point of discussion prior to finalizing the design.

Your comment and consideration are appreciated.

Sincerely,

McIntosh Perry

Ryan Kennedy, P. Eng. | Practice Area Lead | Land Development

copy
Helen Collier | Chief Administrative Officer | City of Clarence-Rockland
Charles Clément | President | C.H. Clément Construction
APPENDIX

Pre-Development Drainage Plan

Post-Development Drainage Plan

City Review Comments | May 16, 2018
To; Claire Lemay

VIA EMAIL

Mr. Ryan Kenedy
McIntosh Perry Consulting Engineers Ltd.
115 Wallgreen Road
Ottawa, Ontario, K0A 1L0

Subject: Plan of Subdivision Application – 2nd Review comments
Caron Street Subdivision – C.H. Clement

File: D-12-123

Mr. Kenedy,

The following comments are based on the submission received April 30th 2018 by the Infrastructure and Planning Department.

Upon our review of the above mentioned project, there are still some items to be clarified & addressed prior to moving forward with the project.

Please revise & re-submit the applicable engineering drawings & report(s).

The following documents were submitted for review:

Drawings

- Draft Plan of Subdivision prepared by Arpentage Schultz Barrette March 2018
- 100 General Plan of Services (Rev 2. – APR 27, 2018)
- 101 Street A – Plan & Profile (Rev 2. – APR 27, 2018)
- 102 Street B and C – Plan & Profile (Rev 2. – APR 27, 2018)
- 103 Street D – Plan & Profile (Rev 2. – APR 27, 2018)
- 200 Grading Plan (Rev 2. – APR 27, 2018)
- 400 Ponding & ICD Plan (Rev 2. – APR 27, 2018)
- 500 Storm Drainage Area Plan (Rev 2. – APR 27, 2018)
- 600 Sanitary Drainage Area Plan (Rev 2. – APR 27, 2018)
Other Items

- Servicing and Stormwater Management Report – Caron Street Subdivision, report prepared by McIntosh Perry March 9th 2018 & Revised April 27th 2018, Project No. 0CP-17-0620
- Geotechnical Report – Caron Street Subdivision - report prepared by McIntosh Perry April 2018, Project No. 0CP-17-0620
- Phase 1 Environmental Site Assessment – Caron St., Rockland, On - report prepared by McIntosh Perry January 25, 2018 - Project No. CP-17-0620

Comments from External Review:

N/A

Comments from Internal Review:

Drawings:

General Plan of Services

1. Please add the Caron St. sewer crossings to the crossing table.
2. Block 11 most southerly unit seems to encroach onto the side yard storm sewer easement. Perhaps text should be added to indicate the easement widths at each location.
3. Please relocate the two watermain valves (street A & C) at 6.0m from the watermain tie-in location on Caron. This will enable easier on-site constructability for pressure testing and chlorination. Please note that the maximum allowable pipe installation without pressure testing is 1 length of pipe which is roughly 6.0m.
4. Since TCB 42 is going to be a 1050mm dia. HDPE CB perhaps a slightly larger easement will be required.

Profiles

1. Please specify required thickness of insulation at each location where insulation is proposed. Typically 1 inch of insulation is equivalent to 1 feet of missing cover.
2. Please indicate the locations of Cut off Walls (COW).
3. Legend is missing existing ground line / symbol, please add.
4. Please increase the following sanitary pipe slopes to 0.65% instead of 0.35%; Street A, B, D →106A to 107A. While maintaining the downstream inverts the same, an increase in the pipe slopes will be beneficial for the following reasons; 1.) Self cleansing velocities will be attained 2.) Although more insulation might be required to maintain the appropriate pipe cover factor less rock breaking will be required (cost savings) 3.) There will be a
reduced chances for sanitary blockage / build ups in the pipe, especially for
the first 10 units where less flow is generated.
5. Drawing 103; coordinate watermain valves location on the profile view with
the top view (eg, 4+359 & 4+213)
6. Why are the storm pipes obverts not aligned with each other? Please
provide reasoning.

**Grading**

1. P.Eng. stamped shop drawings for the retaining walls over 1.0m will need
to be provided at a later date. Please note that fencing is required for
retaining walls over 1.0m.
2. Please note that an indicator post will be required for RYCB1, MH101,
   MH106. This could be shown on the signage plan.
3. Please indicate depressed curb locations will be (eg, Caron, emergency
   access)
4. Overland flow routes throughout the project needs to be revised with the
   grading plan. Proposed flow route exits indicated by the arrows will not be
   achievable (eg, behind Block 4, between Block 9 & 10, Road near 4+380
   overflows in rear yard)
5. Add overland flow route arrow for the rear yard behind block 13
6. Block 11 to Block 16 overland flows are directed to adjacent neighbouring
   private properties. Overland flow routes cannot outlet directly onto a
   private property especially that this part of the golf course property will
   most likely be developed in the near future. Grading should be reviewed to
   provide proper outlet.
7. See red line drawings for additional minor comments.

**Ponding & ICD plan**

1. Ensure that road ponding does not encroach over the property lines. It was
   understood that Barette Surveying will be providing a new revised property
   line drawing with sight triangles.
2. In some locations, the proposed maximum ponding elevations in the rear
   yards will overtop before reaching the indicated ponding elevations. Review
   proposed grading accordingly (eg, TCB49, TCB18)
3. ICD table should have a note indicating that ICD’s will specifically be IPEX
   Tempest.

**Storm Drainage Area**

1. Coordinate C values of rear yard drainage area plan with design sheet in
   Appendix “C” 0.5 vs 0.57
2. Add drainage area bubble to legend, same principle applies to Sanitary
   drainage area plan.

**Details plan**
1. Provide detailed cross section of the emergency access route at the end of Street A. Road structure, width, breakable bollard, etc.
2. Add note to road cross section to indicate that standpost to remain 0.3m inside ROW even when ROW changes from 19m to 20m
3. Watermain notes; Type O item no. 10
4. Watermain notes; Please add note for contractor to provide 48h notice to city engineer prior to any watermain connection.
5. Sewer notes; add note for cut off wall specification

Sediment & Erosion Control Plan

No comments

Drawings to be provided

1. Provide CUP plan
2. Provide Signage and line painting plan including Caron St. remarking.
3. Landscaping plan, can be shown on site plan if drawing is not too congested with information.
4. Lighting levels & lighting specifications plan

Stormwater Management Report:

1. Appendix C: Please confirm that HGL elevation has been verified by adding a column to the design sheet. City wants to ensure proposed USF are not submerged during the 100yr event. It was understood that a starting HGL for the Caron sewers was not determined. Designer shall clearly indicate his assumption for a starting HGL for this project (eg, Caron sewer running full but not pressurized or provide an upstream system HGL analysis).

Reports to be provided

Future submission requirements:

1. Cost Estimate to be provided in a future submission when detailed design is established and finalised.
2. Provide a grading plan confirmation review letter from the geotechnical engineer only at final submission once detailed engineering and grading is completed and in proximity to being approved.
3. Provide a comprehensive watermain analysis for this subdivision. It was understood that this analysis is currently being completed.
4. Watermain Form 1 to be filled out and provided once watermain design is fully determined.
5. MOE C of A application is to be filled out and provided once design is fully determined.

General:
1. Road daylights to be triangular shaped instead of round daylights. Please review legal and engineering plans accordingly.
2. Approved road names will be provided at later date.
3. Provide Unit numbering. This will soon be required for municipal addressing and utility design coordination.

Please address all of the comments noted above & resubmit detailed engineering drawings, all necessary reports & supporting documentation.

If you need additional information, contact the undersigned at (613) 446-6022, extension 2295.

Sincerely,

Civil Engineer
Planning & Infrastructure Department
REPORT N°

1) **NATURE/GOAL:**
The purpose of this report is to present a request from the Upper Canada District School Board for the reduction of the engineering review fees required by by-law 2015-176 for a Site Plan Amendment for the Rockland District High School at 1004 Saint-Joseph Street.

2) **DIRECTIVE/PREVIOUS POLICY:**
By-law 2015-176, as amended, is the City’s fees by-law. Schedule I of this by-law sets out the required fees for planning applications. The fee for the engineering review for all Site Plan applications is set at:

- 4% of the estimated cost of the site works up to $100,000.00
- 3% of the estimated cost of the site works between $100,000.00 to $500,000.00
- 2% of the estimated cost of the site works over $500,000.00

3) **DEPARTMENT’S RECOMMENDATION:**
**THAT** the Committee of the Whole recommends that Council refuse to reduce the engineering fees for the Rockland District High School.

**QUE** le comité plénier recommande que le Conseil refuse de réduire les frais d’ingénierie pour le Rockland District High School.

4) **BACKGROUND:**
The City of Clarence-Rockland made some modifications to the roadway of Saint-Joseph Street in 2017. These modifications necessitated some minor changes to the entrances of the Rockland District High School. The Upper Canada District School Board submitted to the City of Clarence-Rockland Infrastructure and Planning Department a complete application for a Site Plan Amendment on April 4th, 2018. The proposed works included the required modifications to the entrances as well as other changes to the landscaping, parking areas, and bus lanes. Following the technical review and resubmission of the plans, a draft Site Plan Agreement was sent to the applicants on June 18th for their review. The contact person for the school board indicated that the engineering review fees were too high. In mid-July, the School Board commenced construction on site, in violation of the...
previous site plan agreement. These works have been almost entirely completed without the approval of the City.

5) **DISCUSSION:**
The engineering review fees which are required to be paid at the time of the signing of a Site Plan Agreement (including an amendment to an existing Site Plan Agreement) are set by the City’s fees by-law 2015-176, as amended. For a project for which the estimated cost of works is over $500 000.00, the engineering review fee is 2% of the estimated cost of the works.

The cost estimate submitted by EVB Engineering for the Upper Canada District School Board for this project totals $987,942.25. The total engineering review fee required to be paid is therefore calculated as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering fee</td>
<td>$19,758.85</td>
</tr>
<tr>
<td>($-1,000 deposit)</td>
<td></td>
</tr>
<tr>
<td>Total engineering review fee</td>
<td>$18,758.85</td>
</tr>
</tbody>
</table>

Furthermore, a security deposit in the amount of 50% of the estimated cost of the site works is required. This security deposit is refunded after the works have been completed to the satisfaction of the City. No security deposit has been provided for this project.

6) **CONSULTATION:**
N/A

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

8) **FINANCIAL IMPACT (expenses/material/etc.):**
The engineering review fees and other required fees for development applications are required in order to cover the costs of the work done by the Infrastructure and Planning Department staff in order to review these applications. The work which is completed by staff for any given application is based on the complexity of the proposed works on the site and not based on who the applicant is or why the works are required.

9) **LEGAL IMPLICATIONS :**
Until an amending agreement to the Site Plan is signed by both the City of Clarence-Rockland and the Upper Canada District School Board, the school board remains in violation of the previous Site Plan Agreement.
10) **RISK MANAGEMENT**: 
N/A

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

12) **SUPPORTING DOCUMENTS**: 
Letter from the School Board
September 13, 2018

City of Clarence-Rockland
1560 rue Laurier Street
Rockland, ON
K4K 1P7

Attention: Marie-Eve Bélanger, Manager of Development

Dear Ms. Bélanger,

**Subject: Rockland District High School**

In the summer of 2018, the Upper Canada District School Board (UCDSB) undertook to complete a significant body of work at Rockland District High School (RDHS) – work that was planned but accelerated due to the Municipality’s work on St. Joseph Boulevard last year. As part of the Site Plan agreement, the UCDSB was asked by the municipality to pay engineering fees related to the municipal review of the site plan as well as a large security deposit. Having wide experience performing similar work in the over twenty municipalities across the UCDSB jurisdiction, UCDSB staff were surprised at the magnitude of these requirements compared to those of other municipalities and are writing to seek relief.

The proposed works, which are now virtually complete, constitute the replacement and repair of asphalted surfaces and do not involve new construction. The total value of the site portion of the project is approximately $987,942.25. Through the site plan process, the initial engineering fees assessed by the municipality were $38,517 and were subsequently reduced to $18,758. While this reduction is much appreciated, in our view this still seems high compared to our experience in other municipalities, which typically assess in the range of $1,500 to $3,000 for similar works.

More concerning to us is the security deposit request of $493,971 which would require a letter of credit, the need to pay maintenance fees and a liability for the Board. This requirement is of such a magnitude that it would make it difficult for us to carry out improvements to schools if it were the typical experience in other jurisdictions. One approach that we have used in other...
municipalities where there is no requirement of a letter of credit, is to agree in the site plan to complete the works in the very unlikely event that the school board was unable to finish within two years and charge back the costs to the Board.

It is our intention to use the capital funding provided to us by the Ministry of Education as efficiently as possible to improve the learning spaces for our students. As part of this, we are committed to being good neighbours and good members of the community, always following through on our commitments. We hope that you may give our request for relief from these fees due consideration so we can make sure the maximum possible capital funding makes it into schools and classrooms.

Thank you for your attention.

Sincerely,

Jeremy Hobbs
Superintendent of HR & System Operations

cc: Peter Bosch, Manager of Design & Construction
REPORT N°

1) **NATURE/GOAL**:

The purpose of this report is to introduce findings from the Sanitary Servicing Options assessment of the wastewater servicing issues for Clarence Creek and Bourget, conducted by Dillon Consulting.

2) **DIRECTIVE/PREVIOUS POLICY**:

N/A

3) **DEPARTMENT’S RECOMMENDATION**:

**THAT** the Committee of the Whole recommends that Council mandates City staff to proceed with a detailed and in depth investigation to decide which servicing alternative would be the most efficient and cost effective to sustain growth within the village boundaries.

**QUE** le Comité plénier recommande que le Conseil mandate le personnel de la ville à poursuivre des études plus détaillées et plus approfondies afin de retenir la meilleure et la plus rentable alternative de manière à soutenir la croissance dans les limites des villages.

4) **BACKGROUND**:

In 2014, the City mandated Dillon Consulting to provide consulting services to assist the city with an evaluation of alternatives for sanitary sewer servicing in the villages of Clarence Creek and Bourget. Both locations are presently on private sewer servicing and serviced through the Municipalities’ regional water system. The City requested Dillon to provide a high-level preliminary review of a Central and Communal Sanitary system to service the villages. The Objectives of the review were to:
Evaluation of options for wastewater servicing that can support growth.
  o Extension of central services
  o Decentralized communal services

Examination of the implications of these different servicing methods in terms of greenfield and existing development

Development of preliminary high-level cost estimates for both communal and central services.

5) **DISCUSSION:**

The purpose of this assessment was to identify the potential means for enabling sustainable growth considering various areas within the villages. The existing servicing systems (lots on partial services) are not conductive to allow for urban density growth within the villages.

The feasibility of two different servicing options as presented in the Dillon report was the initial focus of this evaluation to allow an urban-style level of services.

**Option 1A - Central Servicing (Existing Wastewater Treatment Plant):** Consists of constructing underground sewage piping from the villages (all existing and new households, institutions and industries) to convey sewage to a common transmission main, which pumps sewage collected from the villages to the existing wastewater treatment plant located in Rockland.

**Pros:**
- Use of existing Wastewater Treatment Plant in Rockland
  - Operation and Maintenance for only one Plant.
- Removal of groundwater pollution from private septic systems.
- Promotes higher density growth (smaller lots, diversity building type)

**Cons:**
- Most expensive option
- Construction of +/- 20km of underground piping from both villages. Extra operation and maintenance costs.
- Expansion of existing Rockland Treatment Plant to accommodate extra flows from the villages. (cost not included in study)
- Most disruptive option caused by construction along the exiting roadways.

**Option 1B - Central Servicing (New Wastewater Treatment Plant):** Consists of constructing underground sewage piping from the villages (all existing and new households, institutions and industries). Sewage collected from Clarence Creek will be pump through a transmission main to a new wastewater treatment plant located in
Bourget. Construction and operations of new treatment plant would emulate the existing treatment plant located in Rockland.

**Pros:**
- Removal of groundwater pollution from septic systems.
- New wastewater treatment plant located closer to Villages.
- Promotes higher density growth (smaller lots, diversity building type)

**Cons:**
- Larger/more expensive treatment plant (required to accommodate extra flows from Clarence Creek)
- Construction of +/- 10km of underground piping form Clarence Creek. Extra operation and maintenance costs.

**Option 2 - Communal Servicing:** Consists of constructing underground sewage piping from all existing and new households, institutions and industries. Localized wastewater treatment plants would collect and treat all sewage from each village. Clarence Creek and Bourget would have separate treatment plants.

**Pros:**
- Less costly option
- Promotes higher density growth (smaller lots, diversity building type)
- Localized construction

**Cons:**
- Septic style treatment plant (environmental restraints)
  - Groundwater protection considerations
  - Source water protection consideration
- Three separate treatment plants (additional operation and maintenance cost)

Dillon consulting developed a high-level preliminary cost model to assess the central and communal servicing solutions for each village, details are presented in table 1.1. All capital cost were calculated at a Class D Level estimate, which includes a range of +/- 40%.

<table>
<thead>
<tr>
<th>Wastewater Servicing</th>
<th>Clarence Creek</th>
<th>Bourget</th>
<th>Clarence Creek and Bourget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Serviced</td>
<td>532* (112 Proposed** and 300 Existing)</td>
<td>747* (142Proposed** and 485 Existing)</td>
<td>1286</td>
</tr>
</tbody>
</table>

*Table 1.1*
### Findings;
While further studies are required by the City to ultimately decide which servicing alternative will be the best option for growth within the villages. The purpose of this study was to demonstrate that it is possible to identify servicing conditions for development on municipal services.

The length of a forcemain required to pump sewage from the villages to the existing wastewater treatment system in Rockland appears to be financially inefficient versus communal treatment within the limits of the villages. Furthermore, the available capacity at the existing treatment plant has already been committed.

Communal treatment systems for both villages are evaluated as suitable options for the existing and proposed growth. To understand the needs and demands from each village, an in-depth study will be required to explore different types of Treatment facilities for both Clarence Creek and Bourget.

6) **CONSULTATION:**
Additional consulting fees will be required to better understand the requirements of these projects.

7) **RECOMMENDATIONS OR COMMENTS FROM COMMITTEE/ OTHER DEPARTMENTS:**
City staff recommends proceeding with a detailed and in-depth investigation to decide which servicing alternative would be the most efficient and cost effective to sustain growth within the village boundaries.

8) **FINANCIAL IMPACT (expenses/material/etc.):**
Financing of these projects will be discussed in subsequent reports once the projects are identified.

9) **LEGAL IMPLICATIONS:**
N/A
10) **RISK MANAGEMENT:**
N/A

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

12) **SUPPORTING DOCUMENTS:**
N/A
August 30, 2018

The Right Honourable Justin P.J. Trudeau
Prime Minister of Canada
House of Commons
Ottawa ON K1A 0A6

Dear Prime Minister Trudeau,

Re: NAFTA – Dairy Supply Management Program

At the regular meeting of Council held August 29, 2018, the following resolution was carried:

Moved by H. Foster – Seconded by C. Gerrits

Be it Resolved That:
WHEREAS it appears that Mexico and the U.S.A have come to an agreement on trade terms and now intense scrutiny is on Canada as our negotiators attempt to come to an agreement as well, and our Dairy Management system is once more front and centre in the news;

WHEREAS supply management means that our Canadian dairy farms produce enough milk for Canadians and Canada allows 10% import of tariff free dairy products and the U.S.A caps tariff free imports at about 2.75%, so the U.S.A also protects their dairy industry;

WHEREAS we want our dairy products to continue to be produced on Canadian farms, under the strictest animal welfare, milk quality and food safety standards in the world;

NOW THEREFORE the Township of Amaranth, as a predominantly farming community, urge the Federal Government to not allow a foreign party to interfere with our Dairy Management System and that it be removed from all North American Free Trade Agreement (NAFTA) negotiations;
AND FURTHER THAT this resolution be sent to the Prime Minister, Dufferin-Caledon, MP and MPP, the Association of Municipalities of Ontario, Minister of International Affairs, Premier of Ontario, Ontario Ministry of Agriculture Food and Rural Affairs, Dufferin Federation of Agriculture, Ontario Federation Agriculture and all municipal councils within Ontario.

Should you require anything further please do not hesitate to contact this office.

Yours truly,

Susan M. Stone, A.M.C.T.
CAO/Clerk-Treasurer
Township of Amaranth
REPORT N° FIN2018-038

<table>
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<tr>
<th>Date</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Submitted by</td>
<td>Carole Normand</td>
</tr>
<tr>
<td>Subject</td>
<td>Tax Reduction under Section 357 &amp; 358 of the Municipal Act</td>
</tr>
<tr>
<td>File N°</td>
<td>F23 Write-Off</td>
</tr>
</tbody>
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1) **NATURE/GOAL:**

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

2) **DIRECTIVE/PREVIOUS POLICY:**

N/A

3) **DEPARTMENT’S RECOMMENDATION:**

**BE IT RESOLVED THAT** Council hereby adopts tax reductions in the amount of $2,685.77, being the City’s share, under sections 357 & 358 of the Municipal Act, against all lands concerned, as described in Schedule “A” to Report No. FIN2018-038.

**QU’IL SOIT RÉSOLU QUE** le Conseil adopte les réductions de taxes au montant de $2,685.77, étant la part de la Cité en vertu des sections 357 & 358 de la Loi sur les municipalités, contre les propriétés foncières décrites dans la cédule « A » du rapport numéro FIN2018-038.

4) **BACKGROUND:**

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

5) **DISCUSSION:**

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

6) **CONSULTATION:**
7) **RECOMMENDATIONS OR COMMENTS FROM COMMITTEE/ OTHER DEPARTMENTS**:
N/A

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

The following summarizes the write-off budget:
The City’s budget for tax write-offs was approved for 2018 at $125,000. As of September 27th 2018, the City has $70,989 in write-off charges. The City’s share in this report is of $2,685.77. This additional write-off will not exceed the approved budget.

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

10) **RISK MANAGEMENT**:
N/A

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

12) **SUPPORTING DOCUMENTS**:
Schedule « A » Tax Reduction under Sections 357 & 358 of the Municipal Act
### ANNEXE "A"

#### MUNICIPALITY OF CLARENCE-ROCKLAND

<table>
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<tr>
<th>YEAR</th>
<th>2015</th>
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#### FILE # F23 WRITE-OFFS

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#### TAX REDUCTION UNDER SECTION 357 AND 358 OF THE MUNICIPAL ACT

| COM  | 0.00948199 | 0.00923124 | 0.00943069 | 0.00951648 |

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<th>CVA CHANGE</th>
<th>ADJ AMOUNT MUN</th>
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**Total**

(1,845,662) 1,289,764 (555,898) -2685.77
REPORT N° AMÉ-18-91-R

1) **NATURE/GOAL:**
The nature of this report is to authorize the Mayor and the Clerk to sign a License of Occupation for the use of a driveway on a City property, located at 1865 Labonté, with the owners of 1871 Labonté.

2) **DIRECTIVE/PREVIOUS POLICY:**
n/a

3) **DEPARTMENT’S RECOMMENDATION:**
THAT Council authorize the Mayor and the Clerk to sign the License of Occupation for the property located at 1865 Labonté with the owner of 1871 Labonté.

QUE le conseil autorise le maire et la greffière à signer une entente d’occupation pour la propriété localisé au 1865 Labonté avec le propriétaire du 1871 Labonté.

4) **BACKGROUND:**
The property located at 1865 Labonté was once a Fire Station and is owned by the City. The property located beside it is 1871 Labonté and has a house. As per the property files, it seems like the driveway that was constructed in the past is located on both properties. The fire station was there in the 1980’s and I would presume that the driveway was also there at that time. Also, an old picture in the file of the year 2000 showed a City vehicle and possibly the resident’s truck parked on the same driveway.
The fire station was demolished after 2008.

5) DISCUSSION:

The property owned by the City located at 1865 Labonté has a pumping station and sanitary pipes that lead to a communal septic system at the back of the property. As such, the City cannot sell the land. The owner at 1871 Labonté has been using the driveway that is located on both properties for over 30 years and has inquired if he could repave it since it is in bad condition. The owner is willing to pay and is not asking the City for any money.
Following a conversation and an email from the City’s lawyer, a license of occupation was suggested, since it is only for parking of a vehicle.

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 :**
   A license of occupation would need to be signed between the City and the owners of 1871 Labonté.

10) **RISK MANAGEMENT :**
    An insurance certificate will be required.

11) **STRATEGIC IMPLICATIONS :**
    n/a

12) **SUPPORTING DOCUMENTS:**
    License of Occupation
Licence Agreement

THIS AGREEMENT made this_______, between
the Corporation of the City of Clarence-Rockland (the “Licensor”)

and

Jennifer Marie Prieur (the “Licensee”)

WHEREAS:

1. The Licensee is the registered owner of lands described municipally as 1871 Labonté Street;

2. The Licensor is the registered owner of lands more particularly described in Schedule “A”, attached hereto, and known municipally as 1865 Labonté Street, and for the purposes of permitting the Licensee to use the Lands for the purposes of a parking area, the Licensor has agreed to grant this revocable licence;

IN CONSIDERATION of the premises and other food and valuable consideration the parties agree as follows:

1. The Licensor grants to the Licensee the non-exclusive use of the Lands for the purposes hereinafter set forth, for the period of one year. This agreement shall be renewable annually and can be cancelled with a 120 day notice by any party.

   (1) The Licensee hereby accepts the lands in the condition existing as of the date of this Agreement and will not call upon the Licensor to do or pay for any work or supply any equipment to make the lands more suitable for the proposed use by the Licensee hereunder.

2. The Licensee covenants with the Licensor:

   (1) To use the Lands only for the purposes of a driveway; and not to erect any buildings or structures on the Lands without written permission from the City of Clarence-Rockland;

   (2) To maintain the appearance of the Lands and the equipment thereon in a neat, clean and well-kept manner appropriate to the condition of land in the area;

   (3) To maintain all equipment in repair at its own expense, and to repair on written notice from the Licensor;
(4) To ensure that no refuse, litter, garbage or loose or objectionable material accumulates in or about the Lands;

(5) To ensure that no trees are removed and no grade changes are carried out;

(6) To provide and maintain comprehensive general liability insurance in the minimum amount of $2 million with respect to its use of the Lands during the full term of this Agreement and any extension thereof, naming the Licensor as additional insured and to provide a certificate evidencing same, prior to execution of this Agreement and as required by the Licensor. Without limiting the generality of the foregoing, such public liability insurance shall contain provisions for cross-liability, severability of interests, and no cancellation or alteration without the consent of the Licensor;

(7) Not to assign this Agreement without the prior written consent of the Licensor, which consent may be unreasonably withheld;

(8) To leave the Lands in substantially the same condition at the expiry of this Agreement as they were at the commencement of this Agreement;

(9) To comply with all federal, provincial and municipal laws, rules, regulations and by-laws and to hold the Licensor harmless from the consequences of its failure to do so;

3. The Licensee may remove its equipment from the Lands, provided all damage thereby occasioned shall forthwith be repaired by the Licensee at its own expense.

4. The Licensee shall at all times indemnify and save harmless the Licensor from and against any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings (including those in connection with workers’ compensation or any similar or successor arrangement) made, brought against, suffered by or imposed on the Licensor or its property in respect of any failure by the Licensee to fulfil any of its obligations under this Agreement or for any reason whatsoever in respect of any loss, damage or injury (including injury resulting in a death);

(a) to any person or property (including, without restricting the generality of the foregoing, employees, contractors, agents and property of the Licensor) directly or indirectly arising out of, resulting from or sustained by reason of the occupation or use of the Lands, or any operation in connection therewith or any fixtures or chattels thereon, or

(b) to any person while on adjoining lands of the Licensor in the course of that person’s entry onto or exit from the Lands.

5. The Licensor shall not be liable, directly or indirectly, for any personal injuries that may be suffered or sustained by any person who may be on the Lands or for any loss of or damage or injury to property belonging to the Licensee or any other person unless
such injury, loss or damage is due to the Licensor’s negligence or default or the negligence or default or those for whom the Licensor is in law responsible.

6. The Licensee shall fully indemnify and save harmless the Licensor from and against all construction liens and related costs and other claims in connection with all work performed by or for the Licensee on the Lands, and shall promptly remove all registered claims from title.

7. If the Licensee defaults in performing any of its obligations under this Agreement, the Licensor shall give written notice to the Licensee of such default giving the Licensee seven (7) days to remedy such default, failing which the Licensor may terminate this License and the Licensee shall then forthwith remove its chattels and fixtures, if any, from the Lands and shall restore the Lands to the condition in which they were at the commencement of this Agreement.

8. Any notice required to be given to the Licensor under the terms of this Agreement shall be sufficiently given if delivered to the Licensor or mailed by prepaid registered mail addressed to it at 1560 Laurier Street, Rockland, ON K4K 1P7. Any notice required to be given to the Licensee under the terms of this Agreement is deemed to be sufficiently given if delivered to the licensee or mailed by prepaid registered mail addressed to the Licensee at 1871 Labonté Street, Clarence Creek, ON K0A 1N0 or at such other address as the Licensee may in writing designate. In either case, such notice shall be deemed to have been received on the date of its delivery or in the case of mailing, 3 business days after it is delivered to the post office.

9. This licence granted by this Agreement is personal to the Licensee and is not transferable. Upon any sale or conveyance of the Licensee’s land, this Agreement, and the benefit thereunder, shall immediately be at an end.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

________________________
Guy Desjardins, Mayor

________________________
Monique Ouellet, Clerk

We have the authority to bind the Corporation
Witness

Jennifer Marie Prieur
Owner of 1871 Labonté

Schedule A

Description of the land owned by the City

1865 Labonté Street

Part of Lot 5, Concession 5, Part 1 on Plan 50R-4369

Extent of the license in red below:
1) **NATURE / OBJECTIF:**
Recommander la nomination de Mme Susan Isabel Pitts à titre de membre du Comité consultatif en accessibilité.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**
n/a

3) **RECOMMANDATION DU SERVICE:**
   **ATTENDU QUE** Mme Vivian Vanbreugel a remis sa démission en tant que membre du Comité consultatif en accessibilité ;
   
   **QU’IL SOIT RÉSOLU QUE** le Conseil accepte de nommer Mme Susan Isabel Pitts à titre de membre du comité consultatif sur l’accessibilité pour le reste du terme.

WHEREAS Mrs. Vivian Vanbreugel has submitted her resignation as member of the Accessibility Advisory Committee;

BE IT RESOLVED THAT Council accepts to appoint Mrs. Susan Isabel Pitts as a member of the Accessibility Advisory Committee for the remainder of the term

4) **HISTORIQUE :**
n/a

5) **DISCUSSION :**
Suite à la démission d’un membre, soit Mme Vivian Vanbreugel, Mme Susan Isabel Pitts a démontré un intérêt à siéger sur le Comité consultatif en accessibilité. Mme Pitts a les qualités requises pour siéger sur ce Comité.

6) **CONSULTATION :**
n/a

7) **RECOMMANDATION OU COMMENTAIRES DU COMITÉ :**
n/a

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:**
    - Formulaire de demande soumis par Mme Susan Isabel Pitts
1) **NATURE / OBJECTIF :**

Demande d’autorisation pour les signatures d’ententes opérationnelles pour le Service des Garderies avec les conseils scolaires ainsi que les Comtés Unis de Prescott et Russell.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

La Cité de Clarence-Rockland gère le service de garde dans la majorité des écoles élémentaires de Clarence-Rockland. Puisque les Conseils scolaires reconnaissent que chaque enfant a droit à la meilleure enfance et veut démontrer son engagement envers la qualité des services de la petite enfance pour les enfants de 18 mois à 12 ans, les Conseils scolaires veulent maintenir l’entente de partenariat avec le Service de Garderies de la Cité de Clarence-Rockland.


Les signatures de ces ententes nous permettront de continuer le partenariat établi entre les différents conseils scolaires ainsi que les Comtés Unis de Prescott Russell.

Puisque ces ententes sont de nature opérationnelle régulière et que le service les reçoit à des intervalles différents, nous croyons qu’il est à l’avantage de la Cité de les inclure à l’intérieur d’un seul règlement.
3) **RECOMMANDATION DU SERVICE:**

**QU’IL SOIT RÉSOLU** que le conseil municipal adopte le règlement 2018-xxx afin d’autoriser le Directeur des Services communautaires à signer des ententes d’opérations avec les conseils scolaires suivants, ainsi que les Comtés Unis de Prescott et Russell, pour l’année 2018-2019 afin d’assurer la continuité du service de garde et le partenariat dans les écoles élémentaires de la Cité de Clarence-Rockland et les Comtés Unis de Prescott Russell, tel que recommandé.

- Conseil scolaire de district catholique de l’Est ontarien (CSDCEO)
- Conseil des écoles publiques de l’Est de l’Ontario (CEPEO)
- Catholic District School Board of Eastern Ontario (CDSBEO)
- Upper Canada District School Board (UCDSB)
- Comtés Unis de Prescott Russell

**BE IT RESOLVED** that Municipal Council hereby adopts By-Law 2018-xxx in order to authorize the Director of Community Services to sign the operational agreements with the following School Boards and United Counties of Prescott Russell for the year 2018-2019 to insure the continuity of the daycare services in the elementary school of Clarence-Rockland and the partnership with each school boards and the United Counties of Prescott Russell, as recommended.

- Conseil scolaire de district catholique de l’Est ontarien (CSDCEO)
- Conseil des écoles publiques de l’Est de l’Ontario (CEPEO)
- Catholic District School Board of Eastern Ontario (CDSBEO)
- Upper Canada District School Board (UCDSB)
- Comtés Unis de Prescott Russell

4) **HISTORIQUE :**

Le programme de jour prolongé est installé dans les écoles de la province de l’Ontario, et afin d’assurer qu’un programme de qualité est offert aux enfants qui fréquentent les garderies, les Conseils scolaires s’attendent à ce que le Service de garderies suit les lignes directives de la Loi de 2014 sur la garde d’enfants et la petite enfance et le Ministère de l’Éducation.

5) **DISCUSSION :**

N/A
6) **CONSULTATION:**
N/A

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

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

Ces ententes n’ont aucun impact au budget du Service de Garderies actuel. Le budget des opérations et les taux de frais de garde sont toujours établis par la municipalité.

Le Service de Garderies a déjà remis le budget 2018, qui a été approuvé par le Conseil municipal.

Les Conseils scolaires fournissent les locaux et l’ameublement qu’il juge nécessaire aux fins du programme offert dans leur établissement.

Un frais de loyer est établi annuellement pour les locaux utilisés par la garderie. Ces frais sont inclus au budget annuel.

9) **IMPLICATIONS LÉGALES:**
N/A

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

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

12) **DOCUMENTS D’APPUI:**
Règlement 2018-XXX
CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NO. 2018-142

BEING A BY-LAW TO DELEGATE THE POWER OF EXECUTING CERTAIN AGREEMENTS ON BEHALF OF THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND FOR DAYCARE SERVICES OPERATIONS TO THE DIRECTOR OF COMMUNITY SERVICES.

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

WHEREAS the Council of the Corporation of the City of Clarence-Rockland deems it expedient to delegates its power of executing certain agreements to the Director of Community Services;

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

1. THAT Council hereby delegates its power to execute the following 2018-2019 annual daycare operational agreements on behalf of the City of Clarence-Rockland to the Director of Community Services:
   a. Conseil scolaire de district catholique de l’Est ontarien (CSDCEO)
   b. Conseil des écoles publiques de l’Est de l’Ontario (CEPEO)
   c. Catholic District School Board of Eastern Ontario (CDSBEO)
   d. Upper Canada District School Board (UCDSB)
   e. United Counties of Prescott and Russell (UCPR)

2. THAT the Director of Community Services be responsible to file an original copy of all signed agreements with the Clerk; and

3. THAT this by-law shall come into force on the day of its adoption.

READ AND PASSED IN OPEN COUNCIL ON THIS 10TH DAY OF OCTOBER 2018.

GUY DESJARDINS, MAYOR MONIQUE OUELLET, CLERK
1) **NATURE / OBJECTIF :**
L’objectif de ce rapport est d’obtenir l’autorisation du conseil municipal afin de procéder à la signature d’ententes pour les contrats de déneigement et d’application d’abrasif pour divers stationnements municipaux et les trottoirs du complexe récréatif et culturel.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENT :**
Les contrats en place se terminaient à la fin de la saison hivernale 2018.

3) **RECOMMANDATION DU SERVICE:**

**QU’IL SOIT RÉSOLU QUE** le conseil municipal accorde les contrats de déneigement et d’application d’abrasif aux soumissionnaires sélectionnés, tel qu’indiqué au rapport LOI2018-10-01, et

**QU’IL SOIT RÉSOLU QUE** le conseil municipal adopte le règlement 2018-140 pour autoriser le maire et la greffière à signer les ententes de déneigement et d’application d’abrasif, tel que recommandé

**BE IT RESOLVED THAT** Municipal Council awards the snow removal and abrasive contracts to the selected tenderers as indicated in report LOI2018-10-01, and

**BE IT RESOLVED THAT** Municipal Council adopt the By-Law 2018-140 to authorize the Mayor and the Clerk to sign the snow removal and abrasive contracts; as recommended.

4) **HISTORIQUE :**
5) **DISCUSSION :**

**Expérience des contracteurs :**
Tous les entrepreneurs choisis ont réussi à bien démontrer leur expérience dans le domaine du déneigement et/ou de l’application d’abrasif dans le secteur commercial.

6) **CONSULTATION :**
N/A

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

8) **IMPACT FINANCIER (monétaire/matériaux/etc.) :**
Les prix obtenus sont des montants unitaires par déneigement / application. Le montant total dépensé annuellement est donc proportionnel à la fréquence et l’intensité des tempêtes/averses de neige et de pluie verglaçante durant chaque saison hivernale.

Les prix suivants sont la moyenne pour la durée du contrat (trois prochaines années):

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<td>MARCEL LEPAGE</td>
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9) **IMPLICATIONS LÉGALES** :
Les documents de soumission ont été révisés par la compagnie d’assurance de la Cité afin de s’assurer de leur conformité.

10) **GESTION DU RISQUE (RISK MANAGEMENT)** :
Les poursuites judiciaires dû aux personnes qui glissent et se blessent sont nombreuses. Le document de soumission a été modifié de façon à ce que la responsabilité civile revienne aux entrepreneurs et non à la municipalité.

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

12) **DOCUMENTS D’APPUI** :
- Award letter – Snow removal & Salt application contract
- Règlement 2018-140
CITY CORPORATION
of the City of CLARENCE-ROCKLAND

Award Letter

Marcel Lepage Trucking
3199 Champlain
Bourget, Ontario
KOA 1E0

October 1st, 2018

Attention: Mr. Marcel Lepage

SUBJECT: Notice of Award: F18-INF-2018-033 (Snow Clearing – Section #1)

We thank you for your Tender submitted on September 21st, 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 (3 year term) shall be in the amount associated within your tender 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, August 31st, 2018
- Addendum #1 dated, September 11th, 2018
- Contractor Tender Response, dated September 21st, 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)
CITY OF CLARENCE-ROCKLAND

Award Letter

André Jean Pilon Transport
2285 Duquette
Clarence Creek, Ontario
K0A 1N0

October 1st, 2018

Attention: Mr. André Jean Pilon

SUBJECT: Notice of Award: F18-INF-2018-033 (Snow Clearing – Section #2)

We thank you for your Tender submitted on September 21st, 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 (3 year term) shall be in the amount associated within your tender 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, August 31st, 2018
- Addendum #1 dated, September 11th, 2018
- Contractor Tender Response, dated September 21st, 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)
Award Letter

Chris Excavation
1347 Chemin du Lac
St-Pascal, Ontario
K0A 3N0

October 1st, 2018

Attention: Mr. Christian Desjardins

SUBJECT: Notice of Award: F18-INF-2018-033 (Snow Clearing – Section #3)

We thank you for your Tender submitted on September 21st, 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 (3 year term) shall be in the amount associated within your tender 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, August 31st, 2018
- Addendum #1 dated, September 11th, 2018
- Contractor Tender Response, dated September 21st, 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)
Award Letter

Lacroix Excavation Inc.
2389 Laval
Bourget, Ontario
K0A 1E0

October 1st, 2018

Attention:  Mr. Nykola Lacroix

SUBJECT:  Notice of Award: F18-INF-2018-033
(Abrasive Application – Section #1, #2 & #3)

We thank you for your Tender submitted on September 21st, 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 (3 year term) shall be in the amount associated within your tender 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, August 31st, 2018
- Addendum #1 dated, September 11st, 2018
- Contractor Tender Response, dated September 21st, 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)
CORPORATION
de la Cité de/ of the City of CLARENCE-ROCKLAND

Award Letter

Landtech Inc.
586 de la Baie
Rockland, Ontario
K4K 1K9

October 1st, 2018

Attention:  Mr. Michel Bergeron


We thank you for your Tender submitted on September 28th, 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 (3 year term) shall be in the amount associated within your tender 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, September 11th, 2018
- Contractor Tender Response, dated September 28th, 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)
CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW 2018-140

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO ENTER INTO AN AGREEMENT FOR THE THE SNOW REMOVAL AND ABRASIVE APPLICATION CONTRACTS.

WHEREAS the Corporation of the City of Clarence-Rockland intends to sign the agreement for the snow removal and abrasive application contracts;

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

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

1. THAT Municipal Council authorizes the Clerk and the mayor of the Corporation of the City of Clarence-Rockland to sign the agreements for the snow removal and abrasive application contracts;

2. THAT Municipal Council authorizes the Clerk and the mayor of the Corporation of the City of Clarence-Rockland to extend the contracts for the two optional years as specified in report LOI2018-10-01 for the snow removal and abrasive application contracts;

3. THAT the agreements be in the form hereto annexed to this by-law;

4. THAT this by-law shall come into force on the day of its adoption and shall remain in force until it is repealed.

READ, PASSED AND ADOPTED BY COUNCIL THIS 10th DAY OF OCTOBER 2018.

___________________________    _________________________
Guy Desjardins, Mayor            Monique Ouellet, Clerk
RAPPORT N°INF2018-040 Octroi pour construction de fossés sur chemin Clark

Date | 10/10/2018
---|---
Soumis par | Richard Campeau
Objet | Octroi pour construction de fossés sur chemin Clark
# du dossier | E02-CLA

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 signature de contrat avec Arnco Construction & Excavation division de 1351150 Ontario Inc. afin qu’il puisse procéder avec les travaux de drainage phase 3 du chemin Clark.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**
- **Rapport N°INF2018-035:**

**ATTENDU QUE** l’état de la structure du chemin Clark s’est détérioré d’avantage 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.

**ATTENDU 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.

3) **RECOMMANDEATION DU SERVICE :**
**QU’IL SOIT RÉSOLU** que le Conseil municipal adopte un règlement pour autoriser le Maire et la greffière à signé un contrat avec Arnco Construction and Excavation 1351150 Ontario Inc. pour effectuer les travaux de drainage Phase 3 du chemin Clark pour une somme de 136 450$ excluant la T.V.H.
BE IT RESOLVED that the municipal Council adopts a By-law to authorize the Mayor and the City Clerk to sign a contract with Arnco Construction & Excavation division 1351150 Ontario Inc. in order to execute the drainage works for Phase 3 on Clark Road for an amount of $136,450 excluding HST;

4) HISTORIQUE:
En 2016 les travaux de la première phase ont eu lieu. Ces travaux incluaient des améliorations de drainage le long du chemin Clark ainsi que des changements à la pente du chemin. Ces travaux couvraient le premier 850m à partir du chemin Landry.

Par la suite, en 2017, le département d’infrastructure et aménagement du territoire ont entrepris des démarches afin de trouver des solutions aux problèmes de drainage pour le dernier 1.50km du chemin (Phase 2). Les solutions identifiées incluaient principalement de créer/creuser des fossés de sortie, perpendiculaire au chemin Clark, en direction nord et sud. Aucune construction n’a été exécutée en 2017.

En 2018, suite à l’approbation du Conseil de transférer les fonds de 125 000$ du projet de l’étude de drainage au projet de la rue Clark, le projet de la rue Clark a été réinitialisé. Le consultant Atrel Engineering a terminé les plans et devis pour publier l’appel d’offres. Lors de la revue des plans, Atrel Engineering a informé le département qu’il n’était pas satisfait que la conception proposée allait résoudre le problème de drainage. La conception initiale n’incluait pas de drains perforé et dû au fait qu’il ni a pas de pente adéquate, il avait une grande probabilité que la conception initiale n’allait pas résoudre tous les problèmes de drainage, donc des drains perforés ont été ajoutés aux plans et aux devis.

Dû à l’horaire condenser et au fait que le Conseil Municipal était « lame duck », le département a décidé de réduire l’étendus des travaux pour respecter le budget sachant que le Conseil n’allait pas pouvoir ajouter au budget. Afin de respecter le budget, l’étendus des travaux a été réduit à un tiers de la longueur total, soit 500m de fossé le long de la rue Clark. 1km de reconstruction de fossés incluant l’installation de drains perforés, restera à terminer pour résoudre le problème de drainage dans son entier. Voir l’attachement 3 pour le plan des phases 3 et 4.

5) DISCUSSION:
Le département a publié un appel d’offres sur les sites internet Merx et de la Cité. Cet appel d’offres c’est terminé le 20 septembre 2018, et nous avons reçu trois (3) soumissions. Les soumissionnaires et leurs offres financière sont les suivantes:
La compagnie Arnco Construction & Excavation division de 1351150 Ontario Inc. a soumis la plus basse soumission avec un prix de 136 450 $ (excl. la TVH). Après vérification, le département d’infrastructures et aménagement du territoire confirme que la soumission est conforme aux exigences demandé et recommande d’octroyer le contrat à Arnco Construction & Excavation division de 1351150 Ontario Inc.

Les dépenses détaillées encourues et prévues, suite au processus d’appel d’offre, sont présentées dans le tableau ci-dessous.

<table>
<thead>
<tr>
<th>Items</th>
<th>Coûts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dépenses commises/déjà encourues</td>
<td>46 301$</td>
</tr>
<tr>
<td>Prix du contrat (excl. TVH)</td>
<td>136 450$</td>
</tr>
<tr>
<td>Impact de la TVH sur le contrat (1.8%)</td>
<td>2 456$</td>
</tr>
<tr>
<td>Contingence de 10%</td>
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</tr>
<tr>
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<td><strong>198 852 $</strong></td>
</tr>
<tr>
<td><strong>Balance / Déficit</strong></td>
<td><strong>0 $</strong></td>
</tr>
</tbody>
</table>

Ce contrat octroyer à Arnco Construction & Excavation adresse le prochain 500m suite à la Phase 1 de 2016. Ces travaux seront effectués à l’automne 2018.

Un estimé de 250 000 $ nous a été fourni par la firme d’ingénieurs conseil Atrel Engineering afin de compléter le dernier 1.0 km des travaux en 2019. Ce montant d’argent sera inclus dans le budget 2019 afin que le Conseil municipal puisse le considérer lors des délibérations budgétaire 2019. Ce contrat complètera en totalité les travaux de drainage pour le chemin Clark.
6) **CONSULTATION :**
S/O

7) **RECOMMANDATION OU COMMENTAIRES DU COMITÉ :**
S/O

8) **IMPACT FINANCIER (monétaire/matériaux/etc.):**
Tel que mentionné dans le règlement 2018-35, les sources de financement du projet sont les suivantes:

- 125 000$ transfert de fonds provenant de l’étude de drainage approuvé au budget 2018.
- 75 000$ du fond Federal Gas Tax.

9) **IMPLICATIONS LÉGALES :**
S/O

10) **GESTION DU RISQUE (RISK MANAGEMENT) :**
S/O

11) **IMPLICATIONS STRATÉGIQUES :**
S/O

12) **DOCUMENTS D’APPUI:**
- Règlement #2018-xx
- Lettre d’octroi
- Plan des phases 3 et 4
Award Letter

ARNCO Construction
59 Main Street East
Hawkesbury, Ontario
K6A 1A1

September 20th, 2018

Attention: Mr. Thomas Arnold

SUBJECT: Notice of Award: F18-INF-2018-031 (Clark Road Ditch)

We thank you for your Tender submitted on September 20th, 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 $136,450.00 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, August 29th, 2018
- Addendum #1, dated August 31st, 2018
- Addendum #2, dated August 31st, 2018
- Addendum #3, dated September 4th, 2018
- Addendum #4, dated September 17th, 2018
- Addendum #5, dated September 17th, 2018
- Contractor Tender Response, dated September 20th, 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)
CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NO. 2018-143

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO AWARD A CONTRACT TO ARNCO CONSTRUCTION AND EXCAVATION 1351150 ONTARIO 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 Arnco Construction and Excavation division 1351150 Ontario Inc. in order to execute the drainage works for Phase 3 on Clark Road for an amount of $136,450.00, 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 Arnco Construction and Excavation 1351150 Ontario Inc. for the drainage works (Phase 3) on Clark Road for an amount of $136,450.00, excluding HST;

2. THAT the agreement be in the form hereeto 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 10TH DAY OF OCTOBER 2018.

______________________________  ______________________________
GUY DESJARDINS, MAYOR        MONIQUE OUELLET, CLERK
CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW 2018-138

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 8, BOTH INCLUSIVE, ON PLAN 50R-10719, PARTS 1 TO 4, BOTH INCLUSIVE, ON PLAN 50R-10754, AND PARTS 1 TO 21, BOTH INCLUSIVE, ON PLAN 50R-10755.

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 two-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, 2, 3 and 4, Parts 5 and 6, and Parts 7 and 8 on Plan 50R-10719, and that Parts 1, 2, 6 and 8 on Plan 50R-10719 are subject to an easement, as set out in Instrument Number RC122895, RC123133 and RC123230, and that Parts 2 and 3 on Plan 50R-10719 be subject to a pedestrian access right-of-way to the rear yard of one of the street row-houses;

AND WHEREAS a two-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 1 and 2 and Parts 3 and 4 on Plan 50R-10754, and that Parts 2 and 4 on Plan 50R-10754 are subject to an easement, as set out in Instrument Number RC122895, RC123133 and RC123230;

AND WHEREAS a three-unit street row-house and a four-unit street row house are 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 1, 19, 20 and 21, Parts 2 and 18, Parts 3, 4, 16 and 17, Parts 5, 6, 14 and 15, parts 7, 8 and 13, Parts 9 and 12, and Parts 10 and 11, Plan 50R-10755, and that Parts 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 on Plan 50R-10755 are subject to an easement, as set out in Instrument Number RC122895, RC123133 and RC123230, and that Parts 4, 6, 8, 15 and 16 on Plan 50R-10755 be subject to a pedestrian access right-of-way to the rear yard of one of the street row-houses;

NOW THEREFORE the Council of the Corporation of the City of Clarence-Rockland enacts as follows:
1. **THAT** subject to section 3 hereof, Sub-Section 5 of Section 50 of the *Planning Act*, R.S.O. 1990, Chapter P.13, as amended, does not apply to the following lands:

   a. Part of P.I.N. 69060-1635, being those portions of Block 288, Registered Plan 50M-308, designated as Parts 1, 2, 3 and 4 on Plan 50R-10719 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 5 and 6 on Plan 50R-10719 and further designated as Parcel ‘B’ for the purpose of this by-law;

   c. Part of P.I.N. 69060-1635, being those portions of Block 288, Registered Plan 50M-308, designated as Parts 7 and 8 on Plan 50R-10719 and further designated as Parcel ‘C’ for the purpose of this by-law;

   d. 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-10754 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 3 and 4 on Plan 50R-10754 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 1, 19, 20 and 21 on Plan 50R-10755 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 2 and 18 on Plan 50R-10755 and further designated as Parcel ‘G’ for the purpose of this by-law;

   h. Part of P.I.N. 69060-1635, being those portions of Block 288, Registered Plan 50M-308, designated as Parts 3, 4, 16 and 17 on Plan 50R-10755 and further designated as Parcel ‘H’ for the purpose of this by-law;

   i. Part of P.I.N. 69060-1635, being those portions of Block 288, Registered Plan 50M-308, designated as Parts 5, 6, 14 and 15 on Plan 50R-10755 and further designated as Parcel ‘I’ for the purpose of this by-law;

   j. Part of P.I.N. 69060-1635, being those portions of Block 288, Registered Plan 50M-308, designated as Parts 7, 8 and 13 on Plan 50R-10755 and further designated as Parcel ‘J’ for the purpose of this by-law;

   k. Part of P.I.N. 69060-1635, being those portions of Block 288, Registered Plan 50M-308, designated as Parts 9 and 12 on Plan 50R-10755 and further designated as Parcel ‘K’ for the purpose of this by-law;
I. Part of P.I.N 69060-1635, being those portions of Block 288, Registered Plan 50M-308, designated as Parts 10 and 11 on Plan 50R-10755 and further designated as Parcel ‘L’ 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.


4. This By-law shall expire and be of no further force and effect, if not registered on title, as of the 10th day of October, 2020.

**READ, PASSED AND ADOPTED BY COUNCIL, THIS 10TH DAY OF OCTOBER, 2018.**

____________________  ____________________
Guy Desjardins, Mayor              Monique Ouellet, Clerk
REPORT N° AMÉ-18-89-R

<table>
<thead>
<tr>
<th>Date</th>
<th>21/09/2018</th>
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<tbody>
<tr>
<td>Submitted by</td>
<td>Claire Lemay</td>
</tr>
<tr>
<td>Subject</td>
<td>Lifting of Part-Lot Control - Spacebuilders - Solara</td>
</tr>
<tr>
<td>File N°</td>
<td>D-11-282</td>
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</tbody>
</table>

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 twelve new parcels, within block 288 of plan 50M-308, for four 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 2018-138, 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 2018-138, 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 September 11th, 2018, in order to create 12 separate units for sale in four 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-4, 4 lots on Block TH-5, 3 lots on Block TH-8, and 2 lots on Block TH-12, Part of Block 288, Plan 50M-308 as shown on the registered plan 50R-10741, prepared by Stantec Geomatics Ltd., dated July 18th, 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-10719
Plan 50R-10754
Plan 50R-10755
By-law 2018-138
THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NO. 2018-139

BEING A BY-LAW TO DEDICATE AS PUBLIC HIGHWAY, PARCELS OF LAND WITHIN THE CITY OF CLARENCE-ROCKLAND;

WHEREAS the Municipal Act 2001, Section 31(4), as amended, provides that every municipal Corporation may pass by-laws for establishing and laying out highways;

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

1) THAT the Corporation of the City of Clarence-Rockland hereby dedicates as a public highway a portion of Belvedere Road, “Part 3 of Plan 50R-10708”; and

2) THAT the Mayor and the Clerk of the Corporation of the City of Clarence-Rockland be and are hereby authorized to execute all documents and take whatever steps Council for the said Corporation may advise and as may be required to give effect thereof.

READ, PASSED AND ADOPTED BY COUNCIL, THIS 10th DAY OF OCTOBER, 2018.

__________________________  ____________________________
Guy Desjardins, Mayor          Monique Ouellet, Clerk
1) **NATURE/GOAL**:
The purpose of this report is to present a request to dedicate public a segment of Belvedere Road.

2) **DIRECTIVE/PREVIOUS POLICY**:
N/A

3) **DEPARTMENT’S RECOMMENDATION**:
**BE IT RESOLVED THAT** Municipal Council adopts By-law 2018-139 to dedicate public a portion of Belvedere Road, known as Part 3 of plan 50R-10708.

**QU’IL SOIT RÉSOLU QUE** le Conseil municipal adopte le règlement 2018-139 pour dédier publique une partie du chemin Belvedère, décrit comme la Partie 3 sur le plan 50R-10708.

4) **BACKGROUND**:
Mr. Andrew Showers, Ms. Chantal Taylor and Mr. Matthew Taylor submitted an application for a consent to sever a new lot with frontage on Belvedere Road in 2017. On September 20th, 2017, the Committee of Adjustment gave provisional consent to this severance. One of the conditions was that the width of Belvedere Road be verified by a surveyor and that a parcel of land representing the missing portion required to achieve 10 metres as measured from the centre line of the road right of way be transferred to the City to be dedicated as a public highway. The required portion of land, described as Part 3 of plan 50R-10708, was transferred to the City of Clarence-Rockland on September 26th, 2018.

5) **DISCUSSION**:
It is common practice for a condition to be added to certain development applications, including severances, for a road widening in order to ensure the width of the road right of way of all roads in the municipality are sufficiently wide. In this case, the road right of way of Belvedere Road was a few metres short along a portion of the frontage of the proposed severed and retained lots of the severance request B-CR-020-2017 submitted by Andrew Showers, Chantal Taylor, and Matthew Taylor. The required width of land was surveyed by the Ontario Land Surveyor retained by the applicants and was transferred...
to the City in order to fulfill the required condition of the provisional consent. The final step required is to pass a by-law to dedicate the portion of land as a public highway, being part of Belvedere Road.

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-10708
    By-law 2018-139
CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NO. 2018-144

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO AWARD A CONTRACT TO STONESHARE INC. FOR THE IMPLEMENTATION OF A SHAREPOINT DOCUMENT AND RECORDS MANAGEMENT INTRANET.

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 StoneShare Inc. for the implementation of a SharePoint Document and Records Management Intranet, for an amount of $171,450.00 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 award a contract to StoneShare Inc. for the implementation of a SharePoint Document and Records Management Intranet, as per RFP No. F18-ADM-2018-027, for an amount of $171,450.00 excluding HST;

2. **THAT** the award letter be in the form hereto annexed and marked as Schedule “A” to this by-law;

3. **THAT** this by-law shall come into force on the day of its adoption.

READ, PASSED AND ADOPTED BY COUNCIL THIS 10TH DAY OF OCTOBER 2018.

_________________________  _______________________
GUY DESJARDINS, MAYOR      MONIQUE OUELLET, CLERK
THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

REQUEST FOR PROPOSAL

Proposal Number
F18-ADM-2018-027
City of Clarence-Rockland SharePoint Document and Records Management Intranet RFP

Request for Tenders Issued On: 03-JUL-2018
Tender Submission Deadline: SEALED BIDS, clearly marked as to contents, will be received by the City, no later than 2:00 p.m. local time, on 31-JUL-2018

Deliver to:
The Corporation of the City Clarence-Rockland
1560 Laurier
Clarence-Rockland
Client Service Center
Rockland, ON
K4K1P7
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PART 1 – INTRODUCTION

1.1 Invitation to Proponents
This Request for Proposals ("RFP") is an invitation to prospective Proponents to submit Proposals for the implementation of a Microsoft SharePoint 2016 Intranet to provide document and records management implementation, training, and support services, as further described in Part 2 - The Deliverables (the "Deliverables"): The proposed scope of work will include, but not be limited to:

1. Undertake to understand the City’s requirements for a collaboration and records management platform;

2. Provide Microsoft SharePoint 2016 Intranet document and records management implementation and training professional services based on the City’s proposed requirements and provisioned Microsoft server infrastructure;

3. Provide documentation of the as built solution using SPDocKit for the implemented solution and Microsoft Word for Standard Operating Procedures;

4. Provide ongoing Microsoft SharePoint support services through a contracted support agreement within a to be agreed upon response time.

1.2 Background
The City of Clarence-Rockland has 23,000 residents. Situated 32 kilometers east of Parliament Hill and 145 kilometers west of Montreal, the region offers an outstanding quality of life and countless business opportunities. The City employees 128 Full time employees and 128 part time and seasonal employees. The City also has 62 volunteer fire fighters. The City has close to 20 departments serving its residents.

A more detailed description of Department and Staff contingency that the solution is to be designed and implemented to support is as follows:

<table>
<thead>
<tr>
<th>Department</th>
<th>Full time</th>
<th>Part time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Management</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>Finance</td>
<td>14</td>
<td>0</td>
</tr>
<tr>
<td>Human Resources</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>Protective Services</td>
<td>8</td>
<td>77</td>
</tr>
<tr>
<td>Infrastructure and Planning</td>
<td>44</td>
<td>8</td>
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<tr>
<td>Library</td>
<td>6</td>
<td>11</td>
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<td>Community Services</td>
<td>18</td>
<td>15</td>
</tr>
<tr>
<td>Daycare</td>
<td>53</td>
<td>89</td>
</tr>
</tbody>
</table>
1.3 **Purchaser’s Code of Ethics**

The Purchaser is seeking to satisfy the following objectives in issuing the RFP.

- Achieve the best solution for the needs of the Purchaser.
- Obtain quality Services at best overall value.
- Enhance customer satisfaction and improvements in Services.
- Facilitate the Purchaser’s purchases without limiting the Purchaser’s choice or negate any other requirement.

1.4 **Type of Agreement**

The Preferred Proponent shall be required to enter into an Agreement ("Agreement") for the provision of the Deliverables.

The Purchaser intends to award the Agreement to one (1) Proponent.

The Agreement will be signed on or around September 2018 and no obligation on the part of the Purchaser to purchase Services shall arise until such time as the Agreement is signed.

1.5 **No Guarantee of Volume of Work or Exclusivity of Agreement**

The information contained in the RFP constitutes an estimate and is supplied solely as a guideline to Proponents. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

The Agreement executed with the Supplier will be an exclusive Agreement for the provision of the Deliverables. The Purchaser may contract with others for the same or similar Deliverables to those described in this RFP.

1.6 **Proponent Consortium Information**

Where a consortium is responding to this RFP, the following shall apply:

- The Proponent shall identify itself as the sole Proponent.
- The Proponent shall list all other consortium members and what each will supply.
- The Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP, provided that the Purchaser shall be entitled to reject a proposed subcontractor.
1.7 **Rules of Interpretation**

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.

- Words in the RFP shall bear their natural meaning.

- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.

- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

- Unless otherwise indicated, time periods will be strictly applied.

- The following terminology applies in the RFP:

  Whenever the terms “must” or “shall” are used in relation to the Purchaser or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read “the Purchaser shall” or the “Proponent shall”, as the case may be.

  The term “should” relates to a requirement that the Purchaser would like the Proponent to address in its Proposal.

  The term “will” describes a procedure that is intended to be followed.

1.8 **Interpretation**

In this RFP, the Agreement and the Agreement Documents, unless expressly provided otherwise, the following definitions shall apply:

a) “Addendum” and “Addenda” means a written addendum or addenda issued with respect to this RFP;

b) “Agreement” means the Contract arising upon the acceptance of a Proposal and award of the Contract by the City in accordance with the RFP, irrespective of when notice of acceptance of a Proposal is received by a Consultant;

c) “Agreement Documents” means all of the following documents:
   i. The signed and executed Contract;
   ii. This RFP and any Addenda that form part of this RFP; and
iii. Consultant’s Proposal, as accepted by the City;

d) “Benchmark” means the minimum required score of a Proponent’s Proposal in order to proceed from Step 1 to Step 2 of the evaluation process. For this RFP, the Benchmark shall be 49 marks out of a possible 75 marks from evaluation of Step 1 - technical Proposals;

e) “Business Day” means any day other than a Saturday, Sunday, public holiday or other day on which banks in Ontario are authorized or required by law to be closed; “City” means the Corporation of the City of Clarence-Rockland and includes any of its designated employees, officials or agents who are engaged to represent the City in their capacity and also includes an employee designated to exercise a discretion on behalf of the City; “Closing Time” means the deadline by which to submit Proposals for this RFP as set out in the RFP Notice, as may be amended by Addendum or other written notice of the City; “Consultant” means the Proponent whose Proposal is selected and is awarded the Contract for this RFP by the City; “Contract” shall be synonymous with Agreement; “Contract Documents” shall be synonymous with Agreement Documents;

f) “Default” means any act or event of default as contemplated in the RFP Documents; and without restricting or limiting the rights and privileges of the City to any broader interpretation, any default of or in respect of a term, covenant, warranty, condition or provision of the Contract, or a liability caused, by an officer, director, partner, employee, Subconsultant or agent (or an officer, director, partner or employee of a Subconsultant or agent) of the Consultant shall constitute a default by the Consultant;

g) “Disbursements” means those costs, expenses and disbursements necessary for, as well as incidental to, the provision of Services pursuant to, or required by, the Contract which include, but are not limited to, software rights and licences and other intellectual property rights, plans, sketches, drawings, graphic representations, licences, fees, permits and approvals, mileage, accommodations, telephone and other communication device charges (including long distance charges), transportation and fuel charges, postage and courier charges, all printing, binding, photocopying, paper document reproduction and other related expenses and all other things and incidentals necessary for completing the Services in accordance with the Contract,. All anticipated and foreseeable Disbursements are to be accounted for in the Total Contract Price. No additional Disbursements will be paid by the City, except as otherwise specified in the Contract or as otherwise expressly agreed to in advance and in writing by the City.

h) “Evaluation Team” means a team consisting of members of the City’s staff and, where considered appropriate by the City, independent consultants, who will perform the evaluation of each of the Proposals and make such reports and recommendations to the award of this RFP as they consider appropriate;

i) “Form of Proposal” means the Form of Proposal set out in the Form of Proposal section to this RFP comprising of two (2) steps, namely, the “Form of Proposal - Step 1” and the “Form of Proposal – Costing - Step 2”;

j) “Goods” means any item of tangible personal property or computer software and, without limiting the generality of the foregoing, includes deeds and instruments relating to or evidencing the title or right to such personal property, or a right to recover or receive such property;

k) “Project” means all Work and Services required to complete the works, as contemplated by this RFP and all Addenda thereto;

l) “Proponent” means any person submitting a Proposal in response to this RFP;
m) “Proposal” means a proposal submission made by a Proponent in response to this RFP;

n) “Purchasing Manager” means the City’s Manager of Purchasing or her designate;

o) “RFP” means this Request for Proposals including the RFP Notice, the Instructions to Proponents, the Proposal Submission Information, the Form of Proposal - Step 1, the Form of Proposal - Costing Step 2 and any schedules, the Terms of Reference, Sample Contract any other Appendices and all Addenda.

p) “Services” means a service of any description whether commercial, industrial, trade, or otherwise and includes, without limitation:

- all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in works and goods, as contemplated by this RFP;

- all consulting services identified in the Contract and those not identified in the Contract but necessary and prudent, in accordance with industry standards for such Projects, to properly and fully complete the Project and perform the undertakings contemplated in the Contract;

- all incidentals necessary for proper, diligent and satisfactory execution of the Services and the fulfillment of all other contractual obligations and undertakings of the Consultant under the Contract;

q) “Subconsultant” is a person or entity having a direct contract with the Consultant to perform a part or parts of the Services or to supply Goods and/or Services with respect to the Project, upon the prior approval of the City;

r) “Taxes” means applicable taxes, duties, levies and like payables required by any taxing, excise or customs authority and all other charges, including but not limited to Harmonized Tax or other applicable sales or value added taxes, customs or excise taxes or duties, including a levy or duty imposed as a Special Import Measure to which any work or supply of services or materials may be subject;

s) “Total Contract Price” means the fully inclusive, all-in total contract price, constituting the aggregate sum of all compensation whatsoever quoted by and receivable by a Proponent in its Proposal with respect to the Services contemplated by this RFP and, unless expressly and specifically agreed in writing by the City otherwise, shall be the maximum compensation and consideration receivable by the Consultant under the Contract or otherwise for providing all Services, including incidentals, contemplated under the Contract. The Total Contract Price shall include, without limitation, all professional fees, consulting fees, staff time, sub-consulting fees and other Service fees, all Disbursements, costs, expenses, Taxes other than HST, allowances and charges whatsoever, all items and incidentals to be provided pursuant to the RFP and anything properly included as a best practice.

t) “Work” means the total performance and related services required to complete the Project and includes all incidentals necessary for proper and satisfactory execution of the Work and the fulfillment of all contractual obligations and undertakings. Where for any reason the City elects to terminate work on the Project (or otherwise discontinue such work for an indefinite period) before final completion, the Work and Project shall be deemed to be limited to that portion of the same as has been completed up to and including the time of termination.
1.9 **Bid Irregularities**

This list of irregularities should not be considered all-inclusive. City staff and/or the Town Clerk in consultation with the requisitioning department will review minor irregularities not listed and acting in consensus shall have authority to waive other irregularities or grant two (2) business days to initial such irregularities.

Where, at the request of the City, a Bidder has been given two (2) business days to correct an irregularity and the Bidder fails to make such correction within that time period, the Bidder shall be deemed non-compliant and the Bid rejected without further consideration.

For the purpose of this document, the following shall apply:
- a) Bidder(s) shall also mean Proponent(s)
- b) Bid(s) shall also mean Proposal(s)
- c) Bid Form shall also mean Form of Proposal

<table>
<thead>
<tr>
<th>Item</th>
<th>Irregularity</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Late bids</td>
<td>Automatic rejection, returned unopened to bidder</td>
</tr>
<tr>
<td>2</td>
<td>Bids received in an unsealed envelope</td>
<td>Automatic rejection</td>
</tr>
<tr>
<td>3</td>
<td>Bid submitted in a form other than the original Bid Form provided</td>
<td>Automatic rejection, unless in the opinion of the City the information provided is complete and it is not a financial schedule that has been submitted in a form other than the original Bid Form provided</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Bid Form not signed or witnessed</td>
<td>Automatic rejection</td>
</tr>
<tr>
<td></td>
<td>Bid Form signed by an authority to bind the company, but not witnessed</td>
<td>Upon notification, two (2) business days to seal or witness or bid shall be rejected</td>
</tr>
<tr>
<td></td>
<td>Bid Form witnessed, but not signed by an authority to bind the company</td>
<td>Upon notification, two (2) business days to sign or bid shall be rejected</td>
</tr>
<tr>
<td>5</td>
<td>Incomplete Bid</td>
<td>Automatic rejection, unless:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) the competitive bid opportunity state that partial bids are acceptable, and the bid is complete in respect to the portion of the scope of work or deliverable(s) bid on; or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) in the opinion of the City, the omission is of a minor nature and is remedied by the bidder within two (2) business days of notification. Incomplete pricing shall not be considered minor in nature and shall result in automatic rejection, with the exception of the irregularities stated in accordance with Item 6 and 7</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Effect</td>
</tr>
<tr>
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</tr>
<tr>
<td>6</td>
<td>If a unit price has been provided but the corresponding extended total has been omitted.</td>
<td>The extended total will be calculated from the unit price and the quantity specified, by the Owner</td>
</tr>
<tr>
<td>7</td>
<td>If an extended total has been provided but the corresponding unit price has been omitted.</td>
<td>The unit price will be calculated from the extended total and the quantity specified, by the Owner</td>
</tr>
<tr>
<td>8</td>
<td>Mathematical errors which are not consistent with the Unit Price, such as tax calculation errors.</td>
<td>Upon notification, two (2) business days to correct or bid shall be rejected</td>
</tr>
<tr>
<td>9</td>
<td>Unit Price, which has been changed, not initialled but the corresponding extension is consistent with the amended Unit Price.</td>
<td>Upon notification, two (2) business days to initial or bid shall be rejected</td>
</tr>
<tr>
<td>10</td>
<td>Unit price, which has been changed, not initialled and the corresponding extension is not consistent with the amended Unit Price.</td>
<td>Automatic rejection</td>
</tr>
<tr>
<td>11</td>
<td>Transfer of an amount from one part of the submission to another is incorrect or incomplete.</td>
<td>Upon notification, two (2) business days to correct or Bid shall be rejected</td>
</tr>
<tr>
<td>12</td>
<td>Bid Bond, in the form, amount and irrevocability outlined in the Contract documents, not submitted.</td>
<td>Automatic rejection, unless the Bid Bond submitted is in excess of the competitive bid document requirements</td>
</tr>
<tr>
<td>13</td>
<td>Bid Bond not signed or sealed, as applicable.</td>
<td>Automatic rejection</td>
</tr>
<tr>
<td>14</td>
<td>Bids not completed in ink or typed format.</td>
<td>Automatic rejection</td>
</tr>
<tr>
<td>15</td>
<td>Alterations, additions, deletions or qualifying statements made to or provided with the Bid Form.</td>
<td>Automatic rejection, unless in the opinion of the City the statements provided do not qualify any pricing but are included for clarity purposes</td>
</tr>
<tr>
<td>16</td>
<td>Strikeouts, erasures, whiteouts or overwrites made to the Bid Form that are not initialled.</td>
<td>Automatic rejection, unless in the opinion of the City, the failure to initial is minor in nature and is capable of being remedied; upon notification, bidders shall have two (2) business days to initial or the bid shall be rejected. Un-initialled alterations to pricing shall be dealt with in accordance with Items 8, 9 and 10</td>
</tr>
<tr>
<td>17</td>
<td>Failure to have a representative in attendance and registered at a mandatory site visit.</td>
<td>Automatic rejection</td>
</tr>
</tbody>
</table>
1.10 Permits, Licenses, and Approvals

Proponents shall obtain all permits, licences, and approvals required in connection with the supply of the Services. The costs of obtaining such permits, licences, and approvals shall be the responsibility of, and shall be paid for by, the Proponent.

The City shall supply all required hardware and software and associated licenses for the project.

1.11 Personnel

The Proponent should submit information related to the qualifications and experience of its personnel who will be assigned to provide the service which may include resumes, documentation of accreditation, and/or letters of reference. See Section 4.5.4 before submitting any such personal information.

1.12 Work Plan and Timelines

The Proponent should provide a detailed work plan of the services it will provide, including all of the tasks, milestones, and timelines, which may include but not be limited to providing a chart, graphic, or other tool. The names of the individuals performing each task should be included.

1.13 Delivery Lead Times

All work in this Project is to be completed 90 days from the date of award which will include exterior and site inspection reports.

1.14 Payment Terms

The Purchaser's standard payment terms are net thirty (30) days.

1.15 Accessibility for Ontarians with Disabilities Act

Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service), made under the Accessibility for Ontarians with Disabilities Act, 2005, requires that the contractor (successful bidder/proponent) must ensure that its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services to persons with disabilities.

<table>
<thead>
<tr>
<th>18</th>
<th>Bidder has not been previously prequalified under a related prequalification process, where applicable</th>
<th>Automatic rejection</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Addenda have not been acknowledged:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) which have financial implications</td>
<td>Automatic rejection</td>
</tr>
<tr>
<td></td>
<td>b) which have informational content</td>
<td>Two (2) business days to acknowledge or bid shall be rejected</td>
</tr>
</tbody>
</table>
The training must be provided in accordance with the Regulation and must include, without limitation:
- a review of the purposes of the Act and the requirements of the Regulation
- instruction about all matters set out in Section 6 of the Regulation.

This training is available to you on-line at [http://accessforward.ca/](http://accessforward.ca/)
The on-line training takes about twenty minutes.

The contractor (successful bidder/proponent) will be required to provide a signed acknowledgement form to City of Clarence-Rockland Procurement Services or Administration staff (specified in this document) that confirms their compliance with Section 6 of the Regulation.

1.16 **Supplier’s Insurance**

Throughout the term of the Contract, the Consultant covenants and agrees at all times during the term hereof to take out and keep in full force and affect a policy(s) of:

Commercial General Liability Insurance, insuring against damage or injury to persons or property with limits of not less than $5,000,000.00 per occurrence or such greater amount as the City may from time to time request or other types of policies appropriate to the work as the City may reasonable require. In addition, any subcontractors have to be approved by the City of Clarence-Rockland before any work is done and the following insurance and indemnification requirements and clauses apply. The insurance policy shall:

a. Include as additional insured “The Corporation of the City of Clarence-Rockland”

b. Contain a cross-liability clause, severability of interests clause endorsement

c. Contain a clause including Contractual Liability coverage arising out of the contract or agreement

d. Proof of insurance will be submitted by way of an executed Certificate of Insurance in a form satisfactory to the City of Clarence-Rockland. All requested lines of coverage to be shown on the Certificate

e. If cancelled or changed in any manner, that would affect the City as outlined in coverage specified herein for any reason, thirty (30) days prior written notice by mail or facsimile transmission will be given by the insurer(s)

f. It shall be the sole responsibility of the Consultant to determine what additional insurance coverage, if any, are necessary and advisable for its own protection and/or to fulfill its obligation under this agreement. Any such additional insurance shall be maintained and provided at the sole expense of the Consultant.

Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than $2,000,000.00 per occurrence or such greater amount as the City may from time to time request, in respect of the use or operation of licensed vehicles owned or leased by the Consultant for the provisions of services

Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than $2,000,000.00 per occurrence or such greater amount as the City may from time to time request, in respect of the use or operation of vehicles not owned by the Consultant for the provisions of Services

Professional Liability Insurance (Errors and Omission) Professional Errors & Omissions Liability Insurance is required and will have an inclusive limit of not less that $2,000,000 or, alternatively, the Consultant shall purchase and maintain in force for the duration of the
project, single project Professional Errors & Omissions Liability Insurance with limits dedicated to the Project and having an inclusive limit of not less than $2,000,000 per claim.

1.17 General

The Consultant will coordinate the site visitations with the City.

All site visitations and interviews will be scheduled by appointment only.

1.18 Workplace safety and Insurance Board

The Contractor shall provide the municipality with a current “Clearance Certificate” from the Workplace Safety and Insurance Board and the municipality may, at any time during performance of the contract or upon its completion, require a further declaration that assessments or compensation required to be paid pursuant to the Workers’ Compensation Act have been paid.

Safety in the workplace is accomplished by: removal of, or safeguarding against, environmental health and physical hazards, establishment of safe working practices, provision of safety devices, provision, use and maintenance of personal protective devices, provision and participation in appropriate training Compliance with the Occupational Health and Safety Act and Regulations.

If the successful Proponent is a self–employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an ‘independent operator’ a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to the City prior to commencement of work. [End of Part 1]
PART 2 - THE DELIVERABLES

2.1 Scope of work

The scope of work in this Request for Proposals is for a service provider (Vendor) to assist with the planning and implementation of a comprehensive Microsoft SharePoint 2016 collaboration, records management platform and intranet.

The Vendor will assist the City with the oversight, design, implementation, configuration, documentation, training, and ongoing support of the implemented solution.

Throughout the review and the analysis, a constant awareness of City’s collaboration and records management Intranet requirements should be considered during the design and implementation.

Pre-Start Meetings will be scheduled within 15 days of Contract Award. During the course of this project Bi-Weekly Meetings will be held to review and track progress.

2.2 Background

The City of Clarence-Rockland (herein the “City”) is planning a comprehensive implementation of a Microsoft SharePoint 2016 collaboration and records management platform. Towards this end, the City has convened a SharePoint Working Group to represent the business needs of its departments. This Working Group has established the level of maturity for the SharePoint implementation that it would like established as the end result of this project. The City is seeking a qualified vendor to assist with its planned implementation of SharePoint 2016 and is placing this Request for Proposals (RFP) with the intention to enter into a contract with an experienced vendor who will provide professional services in the deployment, documentation, training, and ongoing support that will help the City optimize its use of SharePoint as an Intranet platform for all City departments. The SharePoint 2016 implementation will focus on providing an Intranet collaboration, document, and records management platform that is expandable in the future towards supporting secure public Internet and partner Extranet web applications.

The City has a fairly robust network using VMWare virtualization for its servers with infrastructure located at two facilities for localized performance and redundancy. The City will provide the required Microsoft Windows servers upon which the SharePoint 2016 platform will be implemented by the Vendor. The Vendor will then proceed to build out the SharePoint 2016 Intranet platform for collaboration, document management, and records management based on the City’s requirements contained in this document. The City will be responsible for the integration the VEEAM Disaster Recovery Backup and Mirroring solution inline with the Vendor’s implementation of SharePoint. The VEEAM backup and mirroring will happen at the Virtual Machine level. As such the Vendor will be expected to implement a SharePoint backup solution using the OOTB backup capabilities builtin to SharePoint itself. The SharePoint backups will be sent to a separate Shared Folder designated by the City’s IT Department. During the implementation the Vendor must not use Microsoft Visual Studio or any ASP.NET programming as part of the solution. The use of Microsoft SharePoint Designer must also be avoided if possible and its use for any implementation or configuration must first be approved by the City’s Project Authority. That is to say that to the extent possible the implemented Microsoft SharePoint 2016 Intranet platform is to be as close to “Out Of The Box” as possible.
As stated earlier implementing a SharePoint on premise Intranet solution will be new to the City and this its implementation must be generic, secure, easy to use, and easy to support to the most part by internal Staff for day to day operations. As part of the SharePoint 2016 Working Group’s vision a desired SharePoint Maturity Level has been established as per the following table. The SharePoint Maturity Level the City wishes to establish by the end of the project is second out of five levels where one is new to SharePoint and five is very advanced SharePoint utilization and distributed functional responsibility. The SharePoint Maturity Level program is based on a Crawl, Walk, Run concept and the City wants ensure a successful initial implementation by ensuring End User Adoption through manageable change. The City is already using an externally hosted product called e-Scribe so staff has some familiarity with the platform and its collaborative nature. **The City has selected the SharePoint Maturity level of 200 according to the table below.** Within 12 months after the implementation it is the goal of the City to grow to the 300 level with appropriate and ongoing formal training for all members of the organization including IT, Power Users, and Regular Member Users.

As such the City will require the vendor to provide online SharePoint operational and change request support. This requirement has been included in the RFP request and a proposed solution is expected in the response.

### Maturity Level Definitions

<table>
<thead>
<tr>
<th>SharePoint Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>500 Optimizing</td>
<td>The particular area is functioning optimally and continuous improvement occurs based on defined and monitored metrics.</td>
</tr>
<tr>
<td>400 Predictable</td>
<td>The particular area is centrally supported, standardized, and is in use across the entire organization. Governance is defined and followed.</td>
</tr>
<tr>
<td>300 Defined</td>
<td>The way the particular area is leveraged is defined and/or standardized, but not in use across the entire organization. Governance is defined but may not be widely understood/followed.</td>
</tr>
<tr>
<td>200 Managed</td>
<td>The particular area is managed by a central group (often IT), but the focus and definition varies by functional area, or is limited to a single area.</td>
</tr>
<tr>
<td>100 Initial</td>
<td>The starting point of SharePoint use.</td>
</tr>
</tbody>
</table>
### 2.3 Detailed Requirements for the SharePoint 2016 Intranet Platform

The following consist of some of the major objectives the City wishes to accomplish with the implementation of the new SharePoint 2016 Intranet platform vis a vis SharePoint components and solutions.

#### 2.3.1 Physical Architecture

The City will provide the physical hardware and software for the SharePoint platform. It will also install and prepare the Microsoft Windows servers with participation and recommendations from the Vendor according to Microsoft SharePoint implementation best practices. A Three Tiered
SharePoint physical architecture is planned at the current moment as per Microsoft recommended approach.

The following Three Tiered SharePoint physical architecture is the “End State” that the City would eventually like to arrive at within the next few years. As such the Vendor needs to keep this in mind while proposing the initial solution for implementation. The initial implementation will only be located at the main office building data center for the City which is located in Rockland.

**SharePoint Platform End State Goal**

Based on the “End State” requirement physical architecture above the Vendor is expected to propose a Three Tiered Physical Architecture similar to the following for implementation at the main office building data center located in Rockland.

**Desired Initial SharePoint Platform Implementation**

**Scope of Virtual Machines the City will provide for the Intranet Project**
1 x SharePoint web front end server with 24 GB RAM memory and 250 GB disk space and 4 vCPU
1 x SharePoint application server (search) with 12 GB RAM memory and 500 GB disk space and 4 vCPU
1 x SQL server with 12 GB RAM memory and initially 500 GB disk space and 4 vCPU

2.3.1.1 Vendor Requirements

- Validate the physical infrastructure design, recommend detailed hardware specification requirements, and advise the City to procure the additional hardware required to accommodate the SharePoint deployment proposed. The Vendor is to analyze current state of City infrastructure hardware and its availability, compare it to what is required by the SharePoint deployment/proposal and propose detailed recommendations (i.e. How much extra CPU[s], Memory [RAM], and Storage are required to deploy and sustain the desired SharePoint environment versus what the City currently owns, has in place, and is currently consuming?)
- Validate the Microsoft Server Operating Systems installation including Disk Drive allocation (OS vs SP software vs Logs)
- Validate the Microsoft SQL Server installation including Disk Drive allocation (OS vs Databases vs Logs)
- Work with the City IT Staff to create the appropriate SharePoint Farm Admin, System, and SQL accounts in Microsoft Active Directory (here)
- Configure the Microsoft SQL database defaults to optimize it for a SharePoint installation according to Microsoft best practices (here) (this will either be done via the City’s IT Staff creating a Dedicated SQL Server or a SQL Server Instance within the existing SQL Server Cluster. This decision will be made in consultation with the Vendor during implement design phase.
- Ensure the Microsoft SQL database is properly secured according to Microsoft best practices (here)
- Make recommendations where required for changes to the proposed physical architecture based on assessment

2.3.2 SharePoint Installation and Updates
The City has access to special municipality based software pricing through the province of Ontario. The City shall provide all required SharePoint 2016 Enterprise Edition, SQL Server Edition, and Microsoft Office Edition software and licenses for the initial installation. The Vendor shall be responsible for advising the City of all SharePoint, SQL Server, and Microsoft Office software and licensing that will need to be procured in detail. The Vendor will be using this software and licenses for the installation of the SharePoint platform.

2.3.2.1 Vendor Requirements

- The Vendor will review the current software licencing status within the City for this project and provide a detailed list of additional software the City needs to acquire.
- The Vendor will perform the SharePoint Pre-Requisit and Full installation according to Microsoft SharePoint best practices for the given size of the organization and its desire to be able to scale the installation and platform in the future for more servers and business and web applications to support an Internet and Extranet (here).
- The Vendor will research the required Microsoft SharePoint approved and validated Patches, Fixes, Updates, and Service Packs, download and install them with
supervision from the City IT Staff. All software downloaded will be virus scanned by the City IT Staff.

- During the SharePoint installation the Central Administration and initial Web Application for the Intranet Root Site Collection will be created by the Vendor.
- The Vendor shall ensure that the SharePoint implementation is fully integrated with the Microsoft Exchange Email / SMTP platform that email can fully be leveraged by Site Collections Sites (ie: Send document to a document library via email, or receive notification alerts via email, or email integrated OOTB workflows, etc).

### 2.3.3 SharePoint Business Applications

During the installation all SharePoint Business Applications will be installed and initially started to validate they are working at a base level. Specific SharePoint Business Application will require the Vendor’s assessment to determine the degree to which they should be further configured and stated.

#### 2.3.3.1 Vendor Requirements

- During the installation the Vendor will enable at least one instance of each of the Business Applications within the SharePoint Platform ([here](#)) so that they can be used in the future
- The Vendor shall configure Secure Store Service and create a Key ([here](#))
- The Vendor shall configure the User Profile Synchronization and User Profile Services to perform one way synchronization from Active Directory to SharePoint ([here](#))
- The Vendor shall configure the Managed Metadata service so that it is ready to be used by the Collaboration (navigation) and Records Management (file plan categorization) web applications
- The Vendor shall configure the initial Enterprise Search capability and at a future point in the implementation will configure how search works within the Web Applications just detailed
- The Vendor shall test all Business Applications and demonstrate they are based configured and working
- The Vendor is not required to install and configure the Machine Translation service

### 2.3.4 Logical Architecture

As described in the background section this is the first implementation of a multiphased approach by the City to move to a collaborative and compliant platform and as such the Logical Architecture required while initially being basic must be easily expandable in the future as new phases are initiated. To this end the City has selected to base the implementation’s Logical Architecture on a well documented Microsoft approach as detailed in the following example diagram. Initially the City will implement Round Robin DNS Load Balancing within Active Directory DNS Service. If it is determined at a later date that a more advance website load balancer is required then that will be taken into consideration at that time and is outside the scope of this project.

SharePoint Platform Logical Architecture End State Design
The Vendor implemented logical design must eventually support a Public URLs section for the following Zones:

- Default
- Intranet
- Extranet
- Internet
- Custom

The focus of the Vendor’s implementation proposal for this RFP will be restricted to the Intranet only in terms of Team Sites, Records Management, and Enterprise Search.

The SharePoint Logical Architecture will consist of the following components to be implemented throughout the course of the project:

Farm – the highest level boundary.
Service Applications – provide different functionalities to Web Application; they can be shared between Web Applications and even between Farms.
Application Pools – help isolate Web Applications; provide a security and resource boundary between Web Applications.
Web Applications – an IIS Website; can have one or more content databases.
Site Collections – a boundary within a Web Application;
Sites – sites that you create in a Web Application are stored in the content database. You can use central administration to see and manage them.
Apps – Lists, Libraries, Items
2.3.4.1 Vendor Requirements

- The vendor will review the City’s short term and long term goals for the planned SharePoint platform and make recommendations for the implementation of a SharePoint Logical Architecture based on Microsoft best practices and submit the design for approval
- Upon approval the Vendor shall implement the recommended logical architecture
- The Vendor shall ensure that one Site Collection per Department / Functional Area (ie: Document Center or Record Center or Community Site) and each site collection will have a dedicated SQL database file associated with it within the each respective Web Application. More specifically, there will be one Web Application for Team Sites, one for Records Management, and one for Enterprise Search. Within the Team Sites Web Application in particular each department shall have its own Content Database.

2.3.5 Site Collections Hierarchical Structure

As the Logical Architecture is implemented, the first priority of the project will be the development of the document management and collaboration Web Applications as noted earlier. By now the main Collaboration Web Application should have been created during installation. The Collaboration Web Application will host the Intranet Root Site Collection. The Intranet Root Site Collection will support general information about the City’s SharePoint Intranet as well as act as the initial landing page for the Intranet platform and provide high level navigation using Manage Metadata navigation functions.

From there, each Department or Functional Area will have its own Collaboration Site Collection with one initial Sub Site. The Root Site of the Department or Functional area will be available to all users in the organization on a Read Only basis with the exception of the Department SharePoint Power User who will initially have Member Contribute permissions. Only the Farm Administrator or Site Collection Administrator will be able to delete Site Collections or Sites or Sub Sites. Each Department’s Root Site will have a Department Staff Only Sub Site initially and only Staff from that Department will have Member Contribute permission access to it. The following diagram details the requested approach however the Vendor is encouraged to make additional recommendations to the proposed Site Collection hierarchy. Some departments may require additional Sub Sites in the future as depicted in the following diagram, but those are not initial requirements for this phase of the project.
Each Department will start out with the standard Team Site Template that is Out Of The Box but customized based on a review with the City SharePoint Working Group and the Vendor. A Department Root Site and Team Sub Site standard Site Template will be created. It is suspected that the Department Root Site will use a Publishing Template where as the Sub Site will use the Site Template created by the Vendor from the standard Team Site Template available OOTB. The vendor will work with the City SharePoint working group to create the two Site Templates for initial use by each department. The Site Template may require changes to some of the site template defaults such as to Document Libraries and Lists, etc. These changes will not be extensive and will be done once and then standardized for the initial implementation phase of the SharePoint platform.

2.3.5.1 Vendor Requirements

- The Vendor shall work with the City to select the Site Template for the initial Site Collection which will be the landing page for the Collaboration Intranet environment.
- The Vendor shall work with the City to select and customize through the Web Browser only a Site Template for the Department Site Collection Root Site
- The Vendor shall work with the City to select and customize through the Web Browser only a Site Template for the Department Sub Site including the modification of Libraries and Lists, etc.

2.3.6 Collaboration Sites and My Sites Environments

All of the Departmental Site Collections will be associated and served by the Collaboration Web Application and associated IIS Application Pool. As described above, each Department will have its own Site Collection. Additionally, the Intranet platform will support My Sites, one for each user. My Sites will be associated with a single and dedicated Application Pool. Finally, the City would like to start leveraging the concept of Content Types with Templates for standard Word letter document layouts they use or Excel workbook layouts they use. Therefore, there will be a need to configure a Content Type Hub and create up to 10 organization wide standard Content
Types with associated Word or Excel Templates that can be distributed to the selected Departments from a centrally managed location.

2.3.6.1 Vendor Requirements

- The Vendor shall create a dedicated Application Pool for My Sites.
- The Vendor shall consult with the City to establish the User Profile naming convention to be used by My Sites as per the options available. (here) (ie: First_LastName in the my Site URL, etc).
- The Vendor shall review the default My Sites component visibility with the City in order to establish which components should be turned on or off for the installation (ie: will they support Blogs for individual users?, etc)
- The Vendor shall use these agreed upon Site Templates to create Department Site Collections as specified by the City. Each Department will have its own Site Collection and dedicated SQL database file.
- The Vendor shall configure a Content Type Hub and in the Intranet Root Site Collection as well as a maximum of ten Content Types with associated Word or Excel templates for distribution to the document Department Collaboration Sub Site Document Library.

2.3.7 Functional Sites

The City will require two additional functional based Site Collections within the Intranet Collaboration environment: Community Site Collection and Document Center Site Collection.

2.3.7.1 Vendor Requirements

- The Vendor shall create these two Site Collections and review and confirm configuration and permission settings with the City. Generally both will be Contribute Permission for all and initially only the Farm Administrator will have Full Access permission until a designated non IT Staff member has been trained and assigned responsibility for them.
- The Vendor shall provide a separate post implementation quote for providing ongoing as needed SharePoint Administration and Operational support services. These services shall be provided from time to time both on-site and remotely as stipulated by the City.

2.3.8 Records Management Environment

The City requires that a fully functional SharePoint Records Management Center be implemented. The City is required to abide by and be compliant with The Ontario Municipal Records Management System (TOMRMS) standard as per the City of Clarence-Rockland’s By-law No. 2018-01. The SharePoint Records Management Center shall be implemented as per Microsoft SharePoint 2016 best practices. (here)

2.3.8.1 Vendor Requirements

The Vendor shall implement an automated system for the preparation, organization, tracking, distribution, storage, access, and final disposition of the City’s electronic documents and records from all sources and in all media, according to the City’s classification and retention by-law, based in SharePoint Records Management Centre, which will:

- Enable the user to assign a class code (TOMRMS) to all documents and records as they are created, added, or uploaded to the system;
2.3.9 Enterprise and Departmental Search Scopes

The City has the requirement to be accessible to a number of different types of searching across the SharePoint platform and throughout its other external data sources. The initial SharePoint Search implementation will require cross wide departmental searches including the Records Center, Community Center, Document Center, and all of the all of Collaboration Sites and My Sites. Additionally, the Search platform will be required to index City designated Shared Folders and End User Home Shared Folder. Within that context, using the OOTB search capabilities of SharePoint, several Search scopes should be created to help the end user.
narrow their search targets. For example, when in a Department Site Collection at the Root Site my search should be focused on that Department only. If at the Collaboration Navigation Root Site Collection my search should be enterprise wide. There should also be the ability to click on the Search Scope dialog box and select the scope you would like applied to your search. The OOTB Search Query and Results pages should be used without modification.

2.4.9.1 Vendor Requirements

- The Vendor shall configure the SharePoint Search Service to work across the two proposed application servers for crawling and indexing
- The Vendor shall index City designated Shared Folders, internal and external non-SharePoint websites as directed by the City
- The Vendor shall create related Search Scopes and configure their integration with the OOTB Search Query and Results windows.
- The Vendor shall configure indexing support for PDF documents.

2.3.10 Security Concepts

- **As per the City’s desire to achieve a 200 SharePoint Maturity level the initial security concepts applied throughout the SharePoint architecture must be simple to maintain and troubleshoot.** The initial implementation should have a strong security construct that restricts it initial flexibility in order to maintain a stable environment that is manageable and scalable while still facilitating collaboration throughout the platform. To achieve this the City requires that the initial implementation maintain a fairly rigid security posture. Therefore the Vendor is to ensure that the Vendor and IT Staff maintain control of the Physical and Logical hierarchies once implemented and as such only they can delete major components like Web Applications, Site Collections, Sites, Document Libraries and Lists, etc.
- As individual Departmental Power Users are trained up and a Governance process is established then additional power will be yielded to these individuals such that they can start to make slight modifications within their own Departments Private Sub Site in order for the platform to better reflect the department’s functional requirements. Individual Staff users should only ever have Contribution privileges with only the ability to delete their own content (web pages or documents) and not change permission on documents.

2.3.10.1 Vendor Requirements

- The Vendor shall ensure that measures are taken with the initial implementation that the following security configurations are put in place throughout the platform
- Only the Farm Administrators shall be able to delete major SharePoint platform components as described above
- Departmental Power Users will be assigned a newly created Full Control Lite permission which will remove their ability to delete Sites, Libraries, and Lists until such time as they receive appropriate training at which time their permission status will be upgraded to Full Control permissions for their Department collaboration sub site
- Member Users will have Contribute permissions to appropriate Sites as designated by the City and that they will only be able to delete their one content and not be able to change permissions on content
- Enterprise Search will use Security Trimming to ensure that search results only show documents that users are allowed to see by the permissions they hold.

2.3.11 Documentation
- The City believes documentation plays a strong role in well managed systems that provide important services to its residents. This Microsoft SharePoint 2016 Collaboration and Records Management platform is no exception. As part of the project the City will required “End State” documentation be provided along with information about the configuration, important user accounts and passwords, and standard operating procedure guidelines where appropriate. The City will supply a copy of SPDocKit Enterprise Edition to assist the Vendor in creating and providing some of this document but the Vendor will also be required to identify where other documentation will assist the City in ensuring a well documented implementation. The ideal document for a project of this scale is as follows. It is acknowledged by the City that the Vendor is not responsible for all of these documentation components. We have highlighted in Red which documents we believe the Vendor should be supplying.

2.3.11.1 Vendor Requirements
- The Vendor shall provide system documentation for the implementation project plan to the end state system design as well as SOP guidelines, configuration, and training manuals specially about the implemented solution

2.3.12 Training
The City will require training on the implemented SharePoint system at several levels. This training can be provided directly by the Vendor or by an agreed upon third party at the time of delivery. The training shall span several levels of the implementation from IT Staff, to Power Users, to End Users, and Records Management Staff.

2.3.12.1 Vendor Requirements
The Vendor shall provide the following training as part of the implementation:
  o A four to five day SharePoint Farm Administrator course to two IT Staff Members
  o A two day SharePoint Power User course to 20 selected Department Staff
  o A half day SharePoint End User course to selected Department Staff
  o Online accessible SharePoint generic End User training within the organization.

The Training can be implemented internally or provided as an externally hosted LMS solution.

2.3.13 Ongoing Support
The City will require ongoing SharePoint support for the implementation. This support should include two levels: 1. Critical Support with 4 hour response time at a fixed price per month with hours allocated that can be accumulated for future use and 2. Time and material support rates for special projects as needed such as adding or configuring some new SharePoint feature or function.

2.3.13.1 Vendor Requirements

- The Vendor shall provide a fixed price per month quote for support services with a 4 hour response time with hours allocated that can be accumulated for future use. Please estimate 8 hours per month for this support service.
- The Vendor shall provide a time and material support rates for critical support that runs over the 8 hours or for day-to-day ongoing operational support needs as well as for special projects as required.

2.3.14 Cost & Pricing Table
The Service provider shall identify for each item, (also the objective’s list of deliverables), the type of resources to be employed, the efforts in hours for each resource, the applicable hourly rate of the resource as per the RFSO response and the cost (effort x hourly rate).

The costs are then sub-totalled, taxes applied and total cost summed.

[End of Part 2]
PART 3 - EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

The Purchaser will conduct the evaluation of Proposals in the following five (5) stages:

<table>
<thead>
<tr>
<th>Stage Number</th>
<th>Title of Evaluation Stage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage I</td>
<td>Mandatory Requirements</td>
</tr>
<tr>
<td>Stage II</td>
<td>Rated Requirements</td>
</tr>
<tr>
<td>Stage III</td>
<td>Pricing</td>
</tr>
<tr>
<td>Stage IV</td>
<td>Cumulative Score</td>
</tr>
<tr>
<td>Stage V</td>
<td>Tie Break</td>
</tr>
</tbody>
</table>

3.1.1 Stage I – Review of Mandatory Requirements

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements.

Proposals which do not comply with all mandatory requirements, may subject to the express and implied rights of the Purchaser, be disqualified and not be evaluated further.

3.1.2 Stage II – Rated Requirements (Appendix “D”)

Stage II will consist of a scoring, by the Purchaser, of each qualified Proposal on the basis of rated requirements.

Rated requirements will be evaluated and Proponents must achieve the minimum score, as noted in order for the Proponent to move into Stage III of the evaluation. Proposals failing to meet the minimum score requirement for a rated requirement will be disqualified and not evaluated further.

Refer to Section 3.1.4 below as it related to reference checks.

3.1.3 Stage III – Pricing

Stage III will consist of an evaluation and scoring of pricing submitted by Proponents as set out in Appendix B. All provisional pricing shall include, without limitation, all professional fees, consulting fees, materials, staff time, sub-consulting fees and other Service fees, all disbursements, costs, expenses, Taxes other than HST, allowances and charges whatsoever, all items and incidentals to be provided pursuant to the RFP and anything properly included as a best practice.

3.1.4 Stage IV – Cumulative Score

At the conclusion of Stage III, all scores will be added and, subject to satisfactory reference checks and the expressed and implied rights of the Purchaser, the highest scoring Proponent will become the Preferred Proponent.
Reference checks will be performed to confirm or clarify information provided within the Proponent’s Proposal. The reference checks themselves will not be scored, however the Purchaser may adjust rated requirements scoring related to the information obtained during the reference check.

3.1.5 Stage V - Tie Break

At this stage, where two (2) or more Proposals achieve a tie score on completion of the evaluation process, the Purchaser shall break the tie by “flip of a coin”. This action shall be taken in the presence of both Bidders.

3.2 Stage I – Review of Mandatory Requirements (Pass/Fail)

A Proposal must include the following two (2) mandatory forms:

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Title of Appendix</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix A</td>
<td>Form of Offer</td>
</tr>
<tr>
<td>Appendix B</td>
<td>Rate Bid Form</td>
</tr>
<tr>
<td>M1</td>
<td>Proponent must be a Microsoft Gold Partner with a specialization in SharePoint on premise solutions</td>
</tr>
</tbody>
</table>
| M2 | Proponent must demonstrate it has SharePoint expertise in the following areas:  
- Microsoft Certified SharePoint Specialists on staff or as consultants (must provide certificates)  
- combined 10 years experience with SharePoint 2010, 2013, and 2016 between its proposed two consulting members (minimum 5 years SharePoint experience each)  
- 5 years SharePoint records management experience for its proposed staff |

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in its Proposal, may be disqualified.
3.2.1 Form of Offer - Appendix A (Mandatory Form)

Each Proposal must include a Form of Offer (Appendix A) completed and signed by the Proponent.

(a) Conflict of Interest

In addition to the other information and representations made by each Proponent in the Form of Offer, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of the Purchaser, the Proponent is found to be in a Conflict of Interest, the Purchaser may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Form of Offer. Where the Purchaser discovers a Proponent’s failure to disclose all actual or potential Conflicts of Interest, the Purchaser may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this Proposal process.

(b) General

The Purchaser, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Agreement awarded to a Proponent in the event that the Purchaser determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified. If a Proposal is not disqualified despite such changes or Proposals, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or Proposals in or to the Form of Offer provided in the Proposal.

3.2.2 Rate Bid Form – Appendix B (Mandatory Form)

The Rate Bid Form, completed by the Proponent in accordance with the instructions contained below and in Appendix B, provided that the following shall apply:

- All prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licenses, labour, carriage, insurance, Workplace Safety Insurance Board costs, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates.

- All prices shall be quoted exclusive of the harmonized sales tax (HST) or other similar taxes, each of which, if applicable, should be stated separately.

- All prices quoted, unless otherwise instructed in this RFP, shall remain firm for the Term of the Agreement as set out in the RFP.

- Travel, accommodation, and other costs shall be at the Proponent’s expense.
• In the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail

• The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed Pricing.

A Proposal that includes conditional, optional, contingent or variable rates that are not expressly requested in the Rate Bid Form may be disqualified.

3.3 Stage II – Evaluation of Rated Requirements (75)

Proposals that are deemed compliant in Stage I Mandatory Requirements will qualify to be evaluated further.

Rated requirements will be evaluated and, where applicable, Proponents must achieve the minimum score, as noted in order for a Proponent to move into Stage III.

Proposals failing to meet the minimum score requirement for a rated requirement, where applicable, will be disqualified and not evaluated further.

It is important that Proposals clearly provide all the necessary information so that a thorough assessment of the Proponents’ experience, qualifications and capabilities can be made. Responses and substantiating documentation should be direct and grouped together with an index provided to ensure the Evaluation Team is able to locate particular information.

In the case that contradictory information or information that contains conditional or qualifying statements is provided with respect to a requirement, the Purchaser will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory or qualifying information may result in the Proponent receiving a low score for that particular rated requirement.

**Rated Requirements- Refer to Annex “D”**

The response to each rated requirement should:

• Be submitted in a complete and clear manner.

• Demonstrate the Proponents understanding of the Purchaser’s business needs and should provide a detailed answer to the information requested.

• Be provided in the same sequential order as set out.

A minimum score ( ) for rated requirements, as noted must be achieved for any Proponent to move into Stage III – Pricing.

3.4 Step 2 – Evaluation of Cost Proposals
All Proposals succeeding through step 1 and receiving an evaluation score, as adjusted after the interview (if at all), at or greater than the Benchmark, will have their Form of Proposal – Costing – Step 2 envelope opened and evaluated during step 2.

Provisional Pricing will be evaluated by using the following calculation. The Purchaser will not accept pricing assumptions.

The below illustrates how points will be calculated - using a relative formula (i.e. by dividing that Proponent’s price into the lowest bid price) for proposed pricing on the Rate Bid Form:

<table>
<thead>
<tr>
<th>Proposed Prices</th>
<th>Calculation</th>
<th>Resulting Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Proponent 1 proposes on Appendix B the lowest bid price, that Proponent will receive 100% of the possible points.</td>
<td>$12.00 ÷ $12.00 x 25</td>
<td>25</td>
</tr>
<tr>
<td>If Proponent 3 bids $15, it will receive 80% of the possible points.</td>
<td>$12.00 ÷ $15.00 x 25</td>
<td>20</td>
</tr>
<tr>
<td>If Proponent 2 bids $24.00, it will receive 50% of the possible points.</td>
<td>$12.00 ÷ $24.00 x 25</td>
<td>12.5</td>
</tr>
</tbody>
</table>

The above evaluation will occur for all pricing components for each Eligible Proponent.

3.5 Potential Negotiations

Notwithstanding any other provision contained in this RFP or a Proponent’s Proposal, the City reserves the right to negotiate with the recommended Proponent in the following circumstances:

3.5.1 Where the lowest cost per point and compliant Proposal exceeds the City’s budgeted or estimated costs, the City in its sole and absolute discretion may, but is not obligated to:

3.5.1.1 cancel the RFP;
3.5.1.2 re-issue the RFP and accept new proposals based on revised specifications, terms and/or conditions;
3.5.1.3 provide all Proponents, who submitted compliant Proposals to the RFP by the Closing Time, the opportunity to re-submit Proposals;

3.6 Discussions with Preferred Proponent
Subject to the requirements, the Purchaser expects that the Agreement will be executed substantially in the form in which it appears in this RFP.

The Preferred Proponent will have up to ten (10) Days after being notified of the award to sign the Agreement.

After identifying the Preferred Proponent, if any, the Purchaser may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent, or it may, in its sole discretion, prior to making the award, issue a purchase order to the Preferred Proponent, on terms satisfactory to the Purchaser, as an interim measure.

The Purchaser shall at all times be entitled to exercise its rights under Section 4.6.

For certainty, the Purchaser makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate the Purchaser to execute the Agreement.

[End of Part 3]
PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

The following is a summary of the key dates for this RFP process:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date of RFP:</td>
<td>03-JUL-2018</td>
</tr>
<tr>
<td>Proponent Deadline for Questions:</td>
<td>20-JUL-2018</td>
</tr>
<tr>
<td>Deadline for Issuing Addenda:</td>
<td>24-JUL-2018</td>
</tr>
<tr>
<td>Proposal Submission Deadline:</td>
<td>2:00PM on 31-JUL-2018</td>
</tr>
</tbody>
</table>

Note – all times specified in this RFP timetable are local times in Rockland, Ontario, Canada.

Purchaser may change the RFP timetable in its sole and absolute discretion at any time prior to the Proposal Submission Deadline.

In the event a change is made to any of the above dates, the Purchaser will post any such change on MERX™ and the City Web Site.

The Purchaser may amend any timeline, including the Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

4.1.2 Proposals in English

All submissions of Proposal are to be in English only. Any Proposals received by the Purchaser that are not entirely in the English language may be disqualified.

4.1.3 Purchasers Information in RFP Only an Estimate

The Purchaser makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.
4.1.4 Proponent’s Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent’s participation in:

- The preparation, presentation and submission of its Proposal
- The Proponent’s attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration
- The conduct of any due diligence on its part, including any information gathering activity
- The preparation of the Proponent’s own questions prior to the Proposal Submission Deadline
- Any discussion and/or negotiation, if any, in respect of the Agreement

4.2 Communication after RFP Issuance

4.2.1 Contracting Authority Contact Information

All communications regarding any aspect of this RFP must be directed to the following Contracting Authority:

Alain Payer  
Financial Analyst  
Cite/City Clarence-Rockland  
1560 Laurier Street  
Rockland, Ontario  
K4K 1P7  
apayer@clarence-rockland.com

Proponents that fail to comply with the requirement to direct all communications to the Contracting Authority may be disqualified from RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following:

- any employee or agent of the Purchaser (other than the Contracting Authority);
- any member of the Evaluation Team;
- any expert or advisor assisting the Evaluation Team;
- any member of the Purchaser’s governing body (such as Members of Administration or Members of the Board of Trustees); and
- any elected official of any level of government, including any advisor to any elected official.
4.2.2 Proponents to Review RFP

Proponents shall promptly examine this RFP and:

- Shall report any errors, omissions or ambiguities
- May direct questions or seek additional information in writing, by email, on or before the Proponent's Deadline for Questions to the Contracting Authority

All questions submitted by Proponents by email to the Contracting Authority shall be deemed to be received once the email has entered into the Contracting Authority's email inbox.

In answering a Proponent’s questions, the Purchaser will set out the question(s), but without identifying the Proponent that submitted the question(s) and the Purchaser may, in its sole discretion:

- Edit the question(s) for clarity
- Exclude questions that are either unclear or inappropriate
- Answer similar questions from various Proponents only once

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

No such communications are to be directed to anyone other than Contracting Authority. The Purchaser is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Proponent to seek clarification from the Contracting Authority on any matter it considers to be unclear. The Purchaser shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

4.2.3 Proponent to Notify

In the event a Proponent has any reason to believe that any of the circumstances listed in Section 4.2.2 exist, the Proponent must notify the Contracting Authority in writing prior to submitting a Proposal. If appropriate, the Contracting Authority will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.2 were present with respect to the RFP
- Claim that the Purchaser is responsible for any of the circumstances listed in Section 4.2.2 of the this RFP

4.2.4 All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum in accordance with this section.
If the Purchaser, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda by way of MERX™ and the City Web page. Each addendum shall form an integral part of this RFP.

Any amendment or supplement to this RFP made in any other manner will not be binding on the Purchaser.

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Purchaser. In the space provided in the Form of Offer, Proponents shall confirm its receipt of all addenda by setting out the number of addenda in the space provided in the Form of Offer.

Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided by MERX™, since they must obtain them through MERX™.

In the event that a Proponent chooses to cancel the receipt of addenda or amendments, its Proposal may be rejected.

4.3 Proposal Submission Requirements

4.3.1 General

To be considered in the RFP process, a Proponent’s Proposal must be received on or before the Proposal Submission Deadline as set out in Section 4.1.1, in a sealed package and should bear the Proponent’s name, return address, and RFP number, and the Contracting Authority’s name.

Proposals received after the Proposal Submission Deadline shall not be considered and shall be returned to the Proponent unopened. Regardless of the method of delivery chosen by Proponent (such as courier, delivery service, Canada Post), each Proponent is responsible for the actual delivery of its Proposal to the address set out below:

City Clarence-Rockland
1560 Laurier Street
Client Services
Rockland, Ontario
K4K1P7
Attn: Alain Payer
apayer@clarence-rockland.com

Proposals transmitted by facsimile or sent by any other electronic means shall not be considered. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, including the Electronic Commerce Act, 2000, S.O. 2000, c. 17, any notice, submission, statement, or other instrument provided in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

The Proponent should identify and mark any trade secret or proprietary intellectual property in its Proposal.
4.3.2 Proposal Submission Requirements

Proposals should be submitted in accordance with the instructions set out in this RFP. The Consultant will provide a final report in hard copy bound, with tabbed sections. Three (3) copies of the report to be provided as described as well as two (2) Electronic Copies on two (2) reproducible USB/CD’s

Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

Please do not include any financial information in envelope 1 – Proposal.

Proposals should be submitted in two (2) separate sealed envelopes, clearly marked as follows:

**Envelope 1 – Proposal, to include:**
- One (1) bound original (prominently marked “original”) of the Proposal. (Excluding Appendix B)
- Two (2) unbound photocopies of the Proposal including all Appendices. (Excluding Appendix B)
- Two (2) searchable and not locked soft copy (i.e. USB or CD) of the Proposal including all Appendices. (Excluding Appendix B)

**Envelope 2 – Financial Information, to include:**
- One (1) original (prominently marked “original”) of Appendix B.
- One (1) photocopy of Appendix B.
- One (1) searchable and not locked soft copy (i.e. USB or CD) of Appendix B in Microsoft Excel format.

Proposals submitted in any other manner may be subject to disqualification.

In the event of a conflict or inconsistency between the hard copy and the soft copy of the Proposal (including Appendix B), the “original” version of the Proposal shall prevail.

Changes to the content or format of the Declaration may disqualify the submission.

Proposal should be clearly marked with RFP title and number, closing date and time, the Purchaser’s address, Proponent name and contact person.

Proposals should be prepared simply and provide a straightforward concise description of the Proponent’s capabilities for satisfying the requirements of the Owner’s Proposal call. Emphasis should be on completeness and clarity of content. Proposals should be
no more than fifteen (15) pages. Appendices, CVs, resumes are not to be considered in the number of pages.

4.3.3 Other Proposal Considerations

In preparing its Proposal, the Proponent should adhere to the following:

- All pages should be numbered
- Any embedded literature links within a Proposal should be a direct link to the Services page rather than the Proponent’s main website. Where literature links are not possible, a PDF document may also be incorporated within the Proposal. Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored.
- The Appendices provided, as appropriate, should be used for completing the Proposal.
- Completely address, on a point-by-point basis, each requirement identified in Appendix D and the Proposal should be complete in all respects.
- Adhere to the Proposal format requirements described above.
- Respond to the requirements in the applicable appendices, or as may be directed in this RFP.

4.3.4 Proposal Receipt by Purchaser

Every Proposal received will be date/time stamped at the location referred to in Section 4.3.1 and a receipt will be provided upon request.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received by on or before the Proposal Submission Deadline.

4.3.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the Contracting Authority before the Proposal Submission Deadline. A Proposal may not be withdrawn after the Proposal Submission Deadline. The Purchaser has no obligation to return withdrawn Proposals.

4.3.6 Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proposal Submission Deadline.

The Proponent must provide notice to the Contracting Authority in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.

The Purchaser has no obligation to return amended Proposals.
4.3.7 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the Services have been identified in its Proposal or will be provided to the Purchaser at no additional charge. Any requirement that may be identified by the Proponent after the Proposal Submission Deadline or subsequent to signing the Agreement shall be provided at the Proponent’s expense.

4.3.8 Proponent’s Proposals Retained by Purchaser

All Proposals submitted by the Proposal Submission Deadline shall become the property of the Purchaser and will not be returned to the Proponents.

4.3.9 Proposal Irrevocability

Subject to a Proponent’s right to withdraw a Proposal in accordance with the procedure described in Section 4.3.5, a Proposal shall be irrevocable by the Proponent for ninety (90) Days from the Proposal Submission Deadline.

4.3.10 Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal.

4.3.11 Amendments to Proposals

Subject to Section 4.1.1 and Section 4.2.4, the Purchaser shall have the right to amend or supplement this RFP in writing prior to the Proposal Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

4.3.12 Proposals will not be Opened Publicly

Proponents are advised that there will not be a public opening of this RFP. The Purchaser will open Proposals at a time subsequent to the Proposal Submission Deadline.

4.3.13 Clarification of Proponent’s Proposals

The Purchaser shall have the right at any time after the RFP Proposal Submission Deadline to seek clarification from any Proponent in respect of the Proponent’s Proposal, without contacting any other Proponent.

The Purchaser shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change its Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Purchaser from a Proponent in response to a request for clarification from the Purchaser may be considered to form an integral part of the Proponent’s Proposal, in the Purchaser’s sole discretion.
4.3.14 Verification of Information

The Purchaser shall have the right, in its sole discretion, to:

- Verify any Proponent’s statement or claim made in the Proponent’s Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Purchaser may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable.

- Access the Proponent’s premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Purchaser shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. The Purchaser and the Proponent shall each bear its own costs in a connection with access to the Purchaser’s premises.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Purchaser verifying such information, including references.

4.3.15 Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Section 3.3 will form a part of the evaluation process.

4.3.16 RFP Incorporated into Proposal

All provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent’s Proposal.

4.3.17 Exclusivity of Contract

The Agreement, if any, executed with the Preferred Proponent will not be an exclusive agreement for the provision of the described Deliverables.

4.3.18 Substantial Compliance

The Purchaser shall be required to reject Proposals, which are not substantially compliant with this RFP.

4.3.19 No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Purchaser.

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the
Purchaser shall be entitled to take all reasonable steps as may be deemed necessary by the Purchaser, including disclosing any information about a Proponent’s Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

4.4 Execution of Agreement, Notification and Debriefing

4.4.1 Selection of Proponent

Purchaser anticipates that Proponents will be selected within five (5) days of the Proposal Submission Deadline. Notice of selection by the Purchaser to the Preferred Proponent will be in writing by email from the Contracting Authority.

4.4.2 Failure to Enter Into Agreement

In addition to all of Purchaser’s other remedies, if the Preferred Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) Days of notice of selection, the Purchaser may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

4.4.3 Notification to Other Proponents of Outcome of RFP Process

Once the Suppliers(s) and Purchaser execute the Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Suppliers(s), and the award of the Agreement.

4.4.4 Debriefing

Not later than sixty (60) Days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the Contracting Authority requesting a debriefing from the Purchaser.

Any request that is not timely received will not be considered and the Proponent will be notified in writing.

The Purchaser will not disclose submission information from other Proponents.

The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.4.5 Bid Dispute Resolution

In the event that a Proponent wishes to review the decision of the Purchaser in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the Purchaser within ten (10) Days from such a debriefing.

Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing.

A protest in writing shall include the following:
• A specific identification of the provision and/or procurement procedure that is alleged to have been breached.

• A specific description of each act alleged to have breached the procurement process.

• A precise statement of the relevant facts.

• An identification of the issues to be resolved.

• The Proponent’s arguments and supporting documentation.

• The Proponent's requested remedy.

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of the Purchaser

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

• Remains the property of the Purchaser and shall be removed from the Purchaser's premises only with the prior written consent of the Purchaser.

• Must be treated as confidential and shall not be disclosed except with the prior written consent of the Purchaser.

• Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement.

• Must be returned to the Purchaser upon request.

4.5.2 Confidential Information of the Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, the Purchaser shall treat the Proponents’ Proposals and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Purchaser.

During any part of this RFP process, the Purchaser or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFP (such as an oral presentation) because the Purchaser has refused to execute any such confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.
4.5.3 Proponent’s Submission

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent’s Proposal.

If a portion of a Proponent’s Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

4.5.4 Personal Information

Personal Information shall be treated as follows:

- Submission of Information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide services unless specifically requested. The Purchaser shall maintain the information for a period of seven (7) years from the time of collection. Should the Purchaser request such information, the Purchaser will treat this information in accordance with the provisions of this section.

- Use – Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from each Proponent by the Purchaser shall only be used to select the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications.

- Consent – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Purchaser. The Purchaser will consider that the appropriate consents have been obtained for the disclosure to and use by the Purchaser of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

The Purchaser reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Purchaser.

4.5.6 Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act (Ontario) applies to information provided by Proponents. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Purchaser. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Proposal, including any Personal Information requested in this RFP, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

4.5.7 Competition Act

Under Canadian law, a Proponent’s Proposal must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau

4.5.8 Trade Agreements

Proponents should note that procurements coming within the scope of either Chapter 5 of the Agreement on Internal Trade or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

For more information, please refer to the Internal Trade Secretariat website at www.aitaci.ca/ or to the Trade and Cooperation Agreement between Quebec and Ontario at http://www.marcan.net/assets/trade%20arrangements/Quebec-Ontario%20Trade%20and%20Cooperation%20Agreement%20English.pdf.

4.5.9 Intellectual Property

The Proponent shall not use any intellectual property of the Purchaser, including but not limited to, logos, registered trademarks, or trade names of the Purchaser, at any time without the prior written approval of the Purchaser.

4.6 Reserved Rights and Governing Law of the Purchaser

4.6.1 General

In addition to any other express rights or any other rights, which may be, implied in the circumstances, the Purchaser reserves the right to:

- Make public the names of any or all Proponents
- Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent’s Proposal, at the Purchaser’s discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent’s Proposal in any material manner.
- Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Purchaser’s sole discretion.
- Verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 4.3.14.
- Check references other than those provided by Proponents.
- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Purchaser impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP.
- Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with the Purchaser, or has otherwise failed to perform such contract to the reasonable satisfaction of the Purchaser, the Proponent has
been charged or convicted of an offence in respect of a contract with the Purchaser, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of the Purchaser.

- Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal.

- Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.

- Accept or reject a Proposal if only one (1) Proposal is submitted.

- Reject a subcontractor proposed by a Proponent within a consortium.

- Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Purchaser.

- Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where

  - The Purchaser determines it would be in the best interest of the Purchaser not to award an Agreement
  - The Proposal prices exceed the bid prices received by the Purchaser for services acquired of a similar nature and previously done work
  - The Proposal prices exceed the costs the Purchaser would incur by doing the work, or most of the work, with its own resources
  - The Proposal prices exceed the funds available for the Services, or
  - The funding for the acquisition of the proposed Services have been revoked, modified, or has not been approved

and where the Purchaser cancels this RFP, the Purchaser may do so without providing reasons, and the Purchaser may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.

- Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent’s Proposal, and

- Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Purchaser or is otherwise engaged in a dispute with the Purchaser.

- By submitting a Proposal, the Proponent authorizes the collection by the Purchaser of the information identified in this RFP, which the Purchaser may request from any third party.
4.6.2 Rights of the Purchaser – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within 15 Days from being notified of its position as the Preferred Proponent, the Purchaser may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, the Purchaser may, in its sole discretion, terminate the discussions.

- Exclude the Preferred Proponent’s Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents.

- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Services.

The Purchaser may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licences, and approvals required pursuant to this RFP.

4.6.3 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.

- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.

- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if the Purchaser commits a material breach of the Purchaser’s obligations pursuant to this RFP, the Purchaser’s liability to the Proponent, and the aggregate amount of damages recoverable against the Purchaser for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Purchaser, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Purchaser can demonstrate. In no event shall the Purchaser be liable to the Proponent for any breach of the Purchaser’s obligations pursuant to this RFP which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the Broader Public Sector Accountability Act, 2010 shall apply notwithstanding anything contained herein.
4.6.4 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Purchaser. Any act in derogation of the foregoing shall be null and void.

4.6.5 Entire RFP

This RFP and all Appendices form an integral part of this RFP.

4.6.6 Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Appendices, the RFP shall prevail over the Appendices during the RFP process.

4.6.7 Governing Law

The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proponent's Proposal, and any resulting Agreement therein.

4.6.8 Indemnification

The Consultant shall indemnify and save harmless the City and its employees, officers and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the City, its employees, officers or agents may suffer as a result of the negligence or breach of contract of the Consultant, its employees, officers or agents in the performance of this Agreement, subject to the following:

- CITY PROVIDED INFORMATION: The City further acknowledges and agrees that the Consultant will not be held liable for any damages / losses of any kind or nature that may result from the use of inaccurate information or data provided to Consultant by the City. The City agrees to accept full responsibly for the accuracy of all information and data that it provides to the Consultant.

- WORK PRODUCT LIMIT: The City further acknowledges and agrees that the Consultant cannot warrant the fitness of any records, documents or work product that are (i) incomplete due to early termination or suspension of this agreement; or (ii) altered, revised, amended, or modified without the consent or knowledge of the Consultant.

4.6.9 Force Majeure

A party hereto shall not be responsible for failures in performance due to Force Majeure. “Force Majeure” means any circumstance or act beyond the reasonable control of a party to this Agreement claiming Force Majeure, including an intervening act of God or public enemy, war, blockade, civil commotion, fire, flood, tidal wave, earthquake, epidemic, quarantine restriction, a stop-work order or injunction, issued by a court or public authority having jurisdiction, or governmental embargo, which delays the performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Agreement or does not arise by reason of:
• the negligence or wilful misconduct of the party claiming Force Majeure or those for whom it is responsible at law;
• any act or omission by the party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement;
• lack or insufficiency of funds or failure to make payment of monies or provide required security; provided further that, in the case of an event of Force Majeure affecting the Consultant, the Consultant notifies the City as soon as possible and in any event within five (5) Business Days following the date upon which the Consultant first becomes aware (or should have been aware, using all reasonable due diligence) of such event so that the City may verify same.

In any such event, Consultants agreement and the price and schedule referred to herein shall be equitably adjusted based on the actual work authorized and performed satisfactorily, and the rates agreed to in the Agreement.

[End of Part 4]
APPENDIX A – FORM OF OFFER

Each Proposal must include this form completed and signed by the Proponent.

To: [Insert Purchaser’s Name]

1. Proponent Information

<table>
<thead>
<tr>
<th>The full legal name of the Proponent is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any other relevant name under which the Proponent carries on business is:</td>
</tr>
<tr>
<td>The jurisdiction under which the Proponent is governed is:</td>
</tr>
<tr>
<td>The name, address, telephone and fax numbers, and email address of the contact person for the Proponent is:</td>
</tr>
<tr>
<td>Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:</td>
</tr>
</tbody>
</table>

If the Proponent is an incorporated consortium or a consortium that is a partnership or other legally recognize entity, the Proponent must:

- Identify the single legal entity, which is solely liable and responsible to the Purchaser for the provision of the Deliverables (as required by Section 1.6 of this RFP).
- Describe the consortium members.
- Describe the contingency plan if a consortium member is no longer part of the consortium.

2. Offer

The Bidder declares that:

(a) No persons, other than the Bidder, have any interest in this RFP or in the Contract proposed to be entered into.

(b) This Submission is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Submission for the same work, and is in all respects fair and without collusion or fraud.

(c) The several matters stated in the said Submission are in all respects true.

(d) The Bidder has carefully examined the locality and site of the proposed works, as well as all the RFP Documents, and hereby accepts the same as part and parcel of this Submission, and does as hereby tender and offer to enter into a Contract to do all the work, provide the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Bidder also agrees that this offer is to remain open for acceptance until the formal Contract is executed by the successful Bidder for said work, and that the Owner may at any time without notice accept this Submission whether any other Submission has been previously accepted or not.
(e) The prices offered in this schedule take into account in all respects the cost of execution of the work under all weather conditions and any water level.

(f) The work is to commence a maximum of 15 days after notice of Award has been issued.

(g) In making this Submission for the work and in entering into the Contract, if awarded to this Bidder, the Bidder has investigated for himself the character of the work to be done and all local conditions that might affect this Submission and his acceptance of the work.

(h) The Bidder also declares that in making this Submission, he/she did not and does not rely upon verbal information furnished by the Owner or Engineer.

The Bidder acknowledges that the Owner shall have the right to reject any, or all, Tenders for any reason, or to accept any Tender which the Owner in its sole unfettered discretion deems most advantageous to itself.

The Bidder does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the Owner for any costs or damages incurred by the Bidder in preparing a Proposal or discussing/negotiating with the Owner. By submitting a Tender, the Bidder acknowledges the Owner's rights under this section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner’s failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

The lowest, or any, Tender will not necessarily be accepted and the Owner shall have the unfettered right to:

(i) Accept a non-compliant Tender;
(ii) Accept a Tender which is not the lowest Tender; and
(iii) Reject a Tender that is the lowest Tender even if it is the only Tender received.

The Owner reserves the right to consider, during the evaluation of Tenders:

(i) information provided in the Tender document itself;
(ii) information provided in response to enquiries of credit and industry references set out in the Tender;
(iii) information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
(iv) the manner in which the Bidder provides services to others;
(v) the experience and qualification of the Bidder's senior management, and project management;
(vi) the compliance of the Bidder with the Owner's requirements and specifications; and
(vii) innovative approaches proposed by the Bidder in the Tender;
(viii) whether the Bidder has been involved in litigation with the Owner during the last sixty (60) months before the date of this RFP.

The Bidder acknowledges that the Owner may rely upon the criteria which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder.

3. Prices

The Proponent has submitted its Pricing in accordance with the instructions in the RFP and in the form set out in Appendix B.

4. Mandatory Forms

The Proponent encloses herewith as part of the Proposal, the mandatory forms as set out below:
5. **Addenda and Questions/Answers**

The Proponent is deemed to have read and accepted all addenda and question/answer documents issued by the Purchaser prior to the Deadline for Issuing Final Addenda.

The onus remains on Proponents to make any necessary amendments to its Proposals based on this information.

The Proponent is requested to confirm that it has received all addenda and question/answer documents, if any, by completing the applicable column in the below table:

<table>
<thead>
<tr>
<th>Addenda and Question/Answers</th>
<th>Complete this column by inserting the number/quantity received:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The number of addenda received =</td>
<td></td>
</tr>
<tr>
<td>The number of question/answer documents received =</td>
<td></td>
</tr>
</tbody>
</table>

6. **Proposal Irrevocable**

The Proponent agrees that its Proposal shall be irrevocable for ninety (90), Days following the Proposal Submission Deadline.

7. **Disclosure of Information**

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Purchaser’s advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

8. **Proof of Insurance and Good Standing under the Workplace Safety and Insurance Act (Ontario)**

By signing this Form of Offer, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage and a Certificate of Good Standing under the Workplace Safety and Insurance Act (Ontario) as set out in the RFP.

9. **Criminal Background Checks**

If its Proposal is selected by the Purchaser, the Proponent specifically acknowledges and agrees to comply with Criminal Background Checks if applicable.

10. **Unfair Advantage and Conflict of Interest Statement**

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.9 of this RFP.
Conflict of Interest

Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Proposal, or if the Proponent foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFP?

If yes, please set out the details of the actual or potential Conflict of Interest below:

The Proponent agrees to provide any additional information, which may be requested by the Contracting Authority, in the form prescribed by the Contracting Authority.

Where, in its sole discretion, the Purchaser concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent’s Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

11. Execution of Agreement

If its Proposal is selected by the Purchaser, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in accordance with the terms of the RFP.

---

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent
# APPENDIX B - RATE BID FORM

The Proponent should use Appendix B to respond to Section 3.2.2 – Rate Bid Form. Where a Deliverable is not available, insert N/A (denoting not applicable) in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding.

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Physical Architecture Review and Implementation Assistance</td>
<td></td>
</tr>
<tr>
<td>2 SharePoint Installation and Updates</td>
<td></td>
</tr>
<tr>
<td>3 SharePoint Business Applications Creation and Configuration</td>
<td></td>
</tr>
<tr>
<td>4 Logical Architecture Review, Design, and Implementation</td>
<td></td>
</tr>
<tr>
<td>5 Implementing Support for Accessibility in SharePoint</td>
<td></td>
</tr>
<tr>
<td>6 Site Collections Hierarchical Structure Design Review and Implementation</td>
<td></td>
</tr>
<tr>
<td>7 Collaboration Sites and My Sites Environments Design Review and Implementation</td>
<td></td>
</tr>
<tr>
<td>8 Functional Sites Design Review and Implementation</td>
<td></td>
</tr>
<tr>
<td>90 Records Management Center Environment Design Review and Implementation</td>
<td></td>
</tr>
<tr>
<td>10 Enterprise and Departmental Search Scopes Design Review and Implementation</td>
<td></td>
</tr>
<tr>
<td>11 Security Concepts Specification and Implementation Requirements</td>
<td></td>
</tr>
<tr>
<td>12 Project Documentation Requirements</td>
<td></td>
</tr>
<tr>
<td>13 Training Requirements</td>
<td></td>
</tr>
<tr>
<td>14a Ongoing Support Requirements Fixed Monthly</td>
<td></td>
</tr>
<tr>
<td>14b Ongoing Support Requirements Time and Material Rate Per Hour</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX C – REFERENCE FORM

Each Proponent is required to provide three (3) references from organizations similar in size and scope to the Purchaser’s for which the Proponent has provided the same or similar Deliverables within the past three (3) years.

The Purchaser, in its sole discretion, will confirm the Proponent's experience and or ability to provide the services required and described in its Proposal by checking the Proponent’s references and the provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.

The Purchaser reserves the right to revisit the Proponent’s scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent’s answers to the rated requirements and the results of the reference check.

Reference #1

<table>
<thead>
<tr>
<th>Company name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company address:</td>
<td></td>
</tr>
<tr>
<td>Contact name:</td>
<td></td>
</tr>
<tr>
<td>Contact telephone number:</td>
<td></td>
</tr>
<tr>
<td>Contact email address:</td>
<td></td>
</tr>
<tr>
<td>Date work undertaken: From: To:</td>
<td></td>
</tr>
<tr>
<td>Nature of services:</td>
<td></td>
</tr>
</tbody>
</table>

Reference #2

<table>
<thead>
<tr>
<th>Company name:</th>
<th></th>
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<tbody>
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<td>Company address:</td>
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</tr>
<tr>
<td>Contact name:</td>
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<tr>
<td>Contact telephone number:</td>
<td></td>
</tr>
<tr>
<td>Contact email address:</td>
<td></td>
</tr>
<tr>
<td>Date work undertaken: From: To:</td>
<td></td>
</tr>
<tr>
<td>Nature of services:</td>
<td></td>
</tr>
</tbody>
</table>

Reference #3

<table>
<thead>
<tr>
<th>Company name:</th>
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</thead>
<tbody>
<tr>
<td>Company address:</td>
<td></td>
</tr>
<tr>
<td>Contact name:</td>
<td></td>
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<tr>
<td>Contact telephone number:</td>
<td></td>
</tr>
<tr>
<td>Contact email address:</td>
<td></td>
</tr>
<tr>
<td>Date work undertaken: From: To:</td>
<td></td>
</tr>
<tr>
<td>Nature of services:</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX D – RATED REQUIREMENTS

1.0. Evaluation Criteria

1.1.1. The criteria in Table 1 will be used in the step 1 evaluation. Proposal submissions must address these criteria in the identification and order protocol shown below. Not following this identification and order creates the risk to the Proponent that, even if the information has been provided, it may be overlooked and consequently not considered in evaluation of the Proponent’s score.

1.1.2. The following is a table listing the evaluation categories, indicating:
   i) the maximum score attainable in each category; and
   ii) the overall minimum score that must be attained (“Benchmark”) in order to proceed to step 2 of the evaluation.

Criteria for the Evaluation of Proposals
TABLE 1

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Met / Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory Requirements:</td>
<td></td>
</tr>
<tr>
<td>M1. Proponent must be a Microsoft Gold Partner with a specialization in SharePoint on premise solutions.</td>
<td></td>
</tr>
<tr>
<td>M2. Proponent must demonstrate it has SharePoint expertise in the following areas:</td>
<td></td>
</tr>
<tr>
<td>- Microsoft Certified SharePoint Specialists on staff or as consultants (must provide certificates)</td>
<td></td>
</tr>
<tr>
<td>- combined 10 years experience with SharePoint 2010, 2013, and 2016 between its proposed two consulting members (minimum 5 years SharePoint experience each)</td>
<td></td>
</tr>
<tr>
<td>- 5 years SharePoint records management experience for its proposed staff</td>
<td></td>
</tr>
<tr>
<td>A. Proponent’s Corporate Qualifications and Experience</td>
<td></td>
</tr>
<tr>
<td>Proponents shall provide:</td>
<td></td>
</tr>
<tr>
<td>• Qualifications, expertise and past performance on projects of similar size/complexity (preferably in municipalities) working with municipal, provincial, or government organizations.</td>
<td></td>
</tr>
<tr>
<td>• A minimum of three (3) client references, including client contact information from projects of a similar size and scope completed for social housing groups within the past three (3) years. For each reference, provide a detailed project description/example including scope of work, budgets, photographs and project locations.</td>
<td></td>
</tr>
<tr>
<td>• Detailed information on the number of years in business and general qualifications and profile of the company (including size of company, areas of expertise and capacity to provide additional technical and human resources if required).</td>
<td>10</td>
</tr>
</tbody>
</table>
### B. Proponent’s Project Lead’s Qualifications and Experience

Proponents shall provide the following information regarding the Project Lead:

- Qualifications, expertise and past performance on projects of similar size and complexity.
- A minimum of three project examples working with SharePoint and government Intranet demonstrating relevant experience.
- Description of the project lead’s respective role and availability for the Project including capacity to respond to critical time and complex scope requirements.
- Resume to include work experience of projects of similar type, scope and scale as the proposed Project and where the scope of professional services is similar. This work experience should have been gained within the last five (5) years.

The City reserves the right, at their sole discretion, to reject a Proponent’s Proposal if it is determined by the RFP Evaluation Team that the proposed Project Manager lacks the required qualifications to perform the task of Project Manager. Their decision regarding this matter will be final.

### C. Proponent’s Team Qualifications and Experience

Proponents must demonstrate the capability and experience of the team (including Sub-consultants) to provide the quality of services and commitment to a timeline, including:

- Completeness of the team roles, experience of the key individuals who will be part of the team for this project, working specifically on SharePoint Intranet and Records Management projects.
- Sufficient staff and technical resources to meet the timeframes of the work plan.
- Demonstrated commitment to provide qualified resources to the Project.

For each of the “Key Members” of the Proponents Team (including all Sub-consultants to be utilized on the Project), Proponents shall provide:

- qualifications, expertise and past performance on projects of similar size and complexity.
- description of the key member’s respective role and availability for the Project including capacity to respond to critical time and complex scope requirements.
- resume for each key member to include work experience of projects of similar type, scope and scale as the proposed Project and where the scope of professional services is similar. This work experience should have been gained within the last five (5) years. Please limit resumes to two (2) pages per person.

Proponents should identify if the proposed Proponent team has worked together in past projects.

### D. Comprehensive Project Understanding, Approach & Methodology

- Provide details of your understanding of this Project (responses that incorporate large blocks of text that have been copied directly from the Terms of Reference will not be regarded as demonstrating an understanding of the requirements);
- Describe your approach and methodology as they relate to the objectives and scope of work detailed in the Terms of Reference;
- Identify any anticipated challenges to the Project;
- Outline and describe in detail any other options, innovative ideas or suggestions that would result in cost savings or enhance overall Project value.
E. Project Schedule and Work Plan
Proponents shall provide:
- Project Work Plan and Time Schedule in Days - a detailed work plan and time schedule (with dates and the required number of hours) for each of the team members during the stages of the Project. Include a breakdown of the major tasks, start date and end date, scope of work to be completed, project meetings, staff review, critical paths in schedule, along with all other Project milestones. Highlight in the schedule where/when key deliverables (as outlined in the Terms of Reference) will be provided. Demonstrate ability to deliver on all Project objectives.

F. Sample Project Documentation of similar SharePoint Intranet Projects
- Proponent to provide a sample of similar SharePoint Intranet project documentation.

| Maximum Attainable Score for Stage 1 - Technical Proposals | 75 points |
| Minimum Score to proceed to Stage 2 (“Benchmark”) | 49 points |

Where required in Table 1 or where any project example is given in a Proposal, Proponents shall include:
- the name and description of the project;
- the contact information including the individual's name, title, organization name, telephone number and e-mail address if available;
- the cost of the project; and
- the start and completion date of the project.

The City reserves the right, at its sole discretion to contact references and/or use references in the Proponent selection process.

In addition, any information received in response to enquiries made by the City of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Proponent may also be considered.

1.2 Optional Interviews

Prior to step 2, the City, at its sole discretion, reserves the right to conduct interviews with any number of the top scoring Proponents. The interviews will be held for clarification purposes and to verify the scores which the Evaluation Team has applied to those Proponents being interviewed.

After the interviews, the Evaluation Team will consider its prior scoring of the Proposals and adjust any, all, or none of the criteria up or down as the Evaluation Team agrees in consensus.

The Proponent’s project manager and key members of the project team, as named in the Proposal submission must be in attendance at the interview. Unless otherwise instructed by the City, Proponents shall keep the number of presenters to the interview to no more than three (3) people.

Any interviewed Proponent falling below the Benchmark will not move on to step 2. All interviewed Proponents whose scores remain at or greater than the Benchmark will move on to step 2.
APPENDIX E – NOTICE OF “NO BID”

It is important that the City of Clarence-Rockland receive a reply from all bidders. Although there is no obligation to submit a Bid, should you choose not to, your completion of this form will assist us in continually improving our Bid Process. Please complete the following by checking off the appropriate statement(s) including your additional comments and fax to Procurement Services at 613-446-1497 prior to the closing time and date indicated in the bid package.

1. We do not supply this product(s) or service. 
2. We cannot supply to the specification 
3. Unable to quote competitively 
4. Cannot bid due to present work load 
5. Quantity is too large ______ too small ______ 
6. Unable to meet delivery/completion requirements 
7. Patent or licensing restrictions 

Other reasons/additional comments:

________________________________________________________________________

________________________________________________________________________

Do you wish to bid on these goods/services in the future?  Yes______  No______

Company______________________________________________________________

Address:________________________________________________________________

Phone:__________________________ Fax:__________________________

Signature:______________________  Title:______________________________

Name:__________________________  Date:______________________________

(Print)
APPENDIX F – COURTESY LABEL

From:

BID SUBMISSION
F18-ADM-2018-027
SharePoint Intranet Implementation Services
(TECHNICAL SUBMISSION ENVELOPE #1)
TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

1560 Laurier
Client Service Center
Rockland, ON
K4K1P7

CLOSING DEADLINE – no later than 2:00 P.M., 31-JUL-2018

From:

BID SUBMISSION
F18-ADM-2018-027
SharePoint Intranet Implementation Services
(FINANCIAL SUBMISSION ENVELOPE #2)
TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

1560 Laurier
Client Service Center
Rockland, ON
K4K1P7

CLOSING DEADLINE – no later than 2:00 P.M., 31-JUL-2018
1) **NATURE/GOAL:**
   The purpose of this report is to seek authorization from Council to award a contract to StoneShare Inc. to implement SharePoint Document and Records Management Intranet Project, as specified in RFP No. F18-ADM2018-027.

2) **DIRECTIVE/PREVIOUS POLICY:**
   The SharePoint Document and Records Management Intranet Project was presented and approved in the 2017 Capital Budget.

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 award a contract to StoneShare Inc. to implement the SharePoint Document and Records Management Intranet Project as described in RFP No. F18-ADM-2018-027, for an amount of $171,450.00, excluding HST.

   QUE le Comité plénier recommande que le Conseil adopte un règlement pour autoriser le Maire et la Greffière à octroyer un contrat à StoneShare Inc. pour l’implémentation du projet d’intranet et système de gestion des documents SharePoint, tel que décrit dans la demande de soumission no. F18-ADM-2018-027, pour un montant de 171 450,00 $, excluant la TPS.

4) **BACKGROUND:**
   Council approved a capital budget of $265,000 in 2017 for the SharePoint implementation project which consists of an integrated document management system to facilitate access and manage documents across the organization. It is also an Intranet web based solution, records management solution, documents collaboration solution. SharePoint is a web-based, collaborative platform that also integrates with Microsoft Office and allows for storage, retrieval, searching, archiving, tracking, management, and reporting on electronic documents and records.

   In the 2018 budget process, an additional funding request in the amount of $235,000 was presented but later removed, as it was somewhat to early to determine if there would be a need for additional funding until the RFP process would be completed.
In January 2018, the project lead has established a Working Group (Director of Infrastructure and Planning, Community Relations Manager, Treasurer, Human Resources Manager, I.T. Services Manager) which has been meeting on an as-needed basis and will continue to meet at different stages of the project.

In March 2018, the project lead has hired a consultant, Mr. Arnold Villeneuve (Achieva.Tech Inc.) to assist with the preparation of the RFP document. Mr. Villeneuve will continue to assist on an as-needed basis until the completion of this project.

5) **DISCUSSION:**

The SharePoint Document and Records Management Intranet Project RFP was published on Merx and on the City’s website on July 3, 2018 and the deadline to submit proposals was July 31, 2018.

Three proposals were received:

<table>
<thead>
<tr>
<th>Company</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Renaissance Group</td>
<td>Did not meet mandatory requirements</td>
</tr>
<tr>
<td>Sierra Systems</td>
<td>Did not meet mandatory requirements</td>
</tr>
<tr>
<td>StoneShare Inc.</td>
<td>$171,450 (excluding HST)</td>
</tr>
</tbody>
</table>

Of the three proposals received further to the RFP process, only one proposal met the mandatory requirements. Therefore, only one proposal was evaluated. Also, as this RFP called for a two-stage evaluation process, the only financial submission that was opened, was the one submitted by StoneShare Inc. as their proposal met the stage 1 requirements.

The Evaluation Team, which consists of Mr. Arnold Villeneuve, Mr. Alain Rochefort and Monique Ouellet, accompanied by Mr. Gerry Lalonde, agree that StoneShare Inc. has submitted a proposal that met all the requirements described in the RFP. StoneShare Inc. have demonstrated experience with SharePoint Records Management implementations for similar organizations, more specifically within the municipal government.

6) **CONSULTATION:**

n/a

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

n/a

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

At $171,450.00, excluding HST, the award of this contract is well within the approved budget of $265,000. Other costs to be incurred
with the implementation of this project are consulting fees (Achieva.Tech Inc.) and licensing fees. At this point in time, it is anticipated that this project can be completed within the allocated budget.

9) **LEGAL IMPLICATIONS:**
   n/a

10) **RISK MANAGEMENT:**
    Mr. Arnold Villeneuve, a SharePoint expert has been retained on an as-needed basis to assist the City in the development and implementation stages of this project in order to ensure that the vendor will remain on track with the project deliverables and expectations.

11) **STRATEGIC IMPLICATIONS:**
    To implement an integrated document management system (SharePoint) is listed as a strategic priority in the Strategic Plan.

12) **SUPPORTING DOCUMENTS:**
    - RFP No. F18-ADM-2018-027
    - Proposed By-law
    - Proposed Award Letter
CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NO. 2018-145

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO AWARD A CONTRACT TO ATREL ENGINEERING LTD FOR THE DESIGN AND ENGINEERING SERVICES FOR THE VERDON SUBDIVISION FILE.

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 Atrel Engineering Ltd for the design and engineering services for the Verdon Subdivision file.

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 Atrel Engineering Ltd in the amount of $85,895.00 for the design and engineering services for the Verdon Subdivision file.

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 10TH DAY OF OCTOBER 2018.

GUY DESJARDINS, MAYOR MONIQUE OUELLET, CLERK
Atrel Engineering Ltd.
1 – 2884 Chamberland Street
Rockland, Ontario
K4K 1M6

September 17th, 2018

Attention: Mr. Jean Decoeur

SUBJECT: Notice of Award: F18-INF-2018-029 (Verdon Subdivision)

We thank you for your Tender submitted on September 7th, 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 $85,895.00 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, August 2nd, 2018
- Addendum #1, dated August 31st, 2018
- Contractor Tender Response, dated September 7th, 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)
1) **NATURE/GOAL:**
The purpose of this report is to seek authorization from Council to sign a contract with Atrel Engineering Ltd. to investigate and re-design the Verdon Subdivision stormwater management (SWM) and provide on-site supervision to address current subdivision deficiencies as specified in the Tender No. F18-INF-2018-029.

2) **DIRECTIVE/PREVIOUS POLICY:**
On November 6th, 2017, Council directed the Department of Infrastructure and Engineering to pursue its efforts to address outstanding deficiencies of the Denis Verdon subdivision. (Resolution 2017-242). The Department went out to Tender on August 3rd, 2018 for the design and engineering services.

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 Atrel Engineering Ltd. in the amount of $85,895.00 for the design and engineering services for the Verdon Subdivision file.

**QU’IL SOIT RÉSOLU QUE** le Conseil adopte un règlement pour autoriser le Maire et la Greffière à octroyer un contrat à Atrel Engineering Ltd. pour la somme de 85 895,00$ pour de la conception et des services d’ingénierie.

4) **BACKGROUND:**
The Verdon subdivision agreement (File D-12-UUU) was signed in March 2010. To this date numerous items are still outstanding in order to comply with the signed agreement. The two major outstanding components are the construction of the stormwater pond and the placement of the final lift of asphalt.

Following Council’s directive of November 2017 to use the remaining letter of credit to complete the outstanding works, we went out for
tender in August 2018 for a design and engineering services to address the subdivision deficiencies.

5) **DISCUSSION:**
The consultant will be responsible to review the deficiency list of the Verdon Subdivision as well as provide a re-design of the pond. Construction drawings will be required as well as the cost estimate to complete the works.

We received three (3) submissions 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:**

<table>
<thead>
<tr>
<th></th>
<th>Atrel Engineering Ltd.</th>
<th>WSP Canada Inc.</th>
<th>Ainley Graham &amp; Associates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical scoring</td>
<td>58.0</td>
<td>58.4</td>
<td>49.4</td>
</tr>
<tr>
<td>Prices</td>
<td>$85,895.00</td>
<td>$91,354.00</td>
<td>__________</td>
</tr>
<tr>
<td>Weighted prices</td>
<td>25.0</td>
<td>23.5</td>
<td>0</td>
</tr>
<tr>
<td>Total Weighted score</td>
<td><strong>83.0</strong></td>
<td><strong>81.9</strong></td>
<td><strong>49.4</strong></td>
</tr>
</tbody>
</table>

The proposal from Atrel Engineering Ltd. was validated for conformance and determined to meet the qualifying criteria’s. The Department, therefore, recommends that the City retain the services of Atrel Engineering Ltd. for the Award for the Verdon Subdivision design and engineering services.

6) **CONSULTATION:**

N/A

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

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

An amount of $402,000 was approved in the 2018 capital project budget to complete the outstanding works of the Verdon Subdivision. The existing securities of $177,000 will be used to offset the total project costs. The balance of the funding, $225,000 will be taken from the road reserve fund.

<table>
<thead>
<tr>
<th>Financial Items</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget account:</td>
<td>$402,000.00</td>
</tr>
<tr>
<td>Contract price (excluding HST)</td>
<td>$85,895.00</td>
</tr>
<tr>
<td>Impact of HST (1.8%)</td>
<td>$1,546.11</td>
</tr>
<tr>
<td><strong>Municipality’s Cost</strong></td>
<td>$87,441.00</td>
</tr>
<tr>
<td>Anticipated amount left to complete the construction in 2019.</td>
<td>$314,559.00</td>
</tr>
</tbody>
</table>

9) **LEGAL IMPLICATIONS:**

A letter was sent in March 2017 to the owner to advise them that the City will use the securities ($177,000) to complete the works.

10) **RISK MANAGEMENT:**

The currently built stormwater management pond is clearly unacceptable. The current stormwater pond does not conform to the Ministry of Environment, Conservation and Parks Certificate of Approval. The Ministry’s representative has already engaged discussions with the municipality to have the pond built according to its intended use.

11) **STRATEGIC IMPLICATIONS:**

N/A

12) **SUPPORTING DOCUMENTS:**

By-law - award
Award letter
CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
BY-LAW 2018-146

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 OCTOBER 10, 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 10TH DAY OF
OCTOBER, 2018.

Guy Desjardins, Mayor

Monique Ouellet, Clerk