



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

October 10, 2018, 8:00 pm

Council Chambers

415 rue Lemay Street, Clarence Creek, Ont.

Pages

1. Opening of the meeting

2. Adoption of the agenda

3. Disclosure of pecuniary interests

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4. Delegations / Presentations

5. Petitions / Correspondence

6. Notice of Motion

7. Comment/Question Period

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

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

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

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

le 10 octobre 2018, 20 h 00

Salle du Conseil

415 rue Lemay Street, Clarence Creek, Ont.

Pages

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7. Période de Questions/Commentaires

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

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

En aucun cas, cette période de questions/ commentaires ne peut être utilisée par les membres du public pour faire des discours ou porter des accusations.
8. Rapport des Comtés unis de Prescott et Russell
9. Rapports des Comités/Services
 - 9.1 Plan de gestion des actifs - flotte 7
 - 9.2 Empiètement – Bloc 25, Plan 50M-225, rue du Ruisseau 17

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Declaration of pecuniary interest Déclaration d'intérêt pécuniaire

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

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

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

Name (print)	Signature	Date

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

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

DUTY OF MEMBER

When present at meeting at which matter considered

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

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

Where member to leave closed meeting

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

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

OBLIGATIONS DU MEMBRE

Participation à une réunion où l'affaire est discutée

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

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

Exclusion de la réunion à huis clos

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



REPORT N° FIN2018-025

Date	18/07/2018
Submitted by	Rob Kehoe
Subject	Asset Management Plan - Fleet
File N°	F06 Fleet Management Plan

1) **NATURE/GOAL :**

This report addresses the fleet and equipment component of the City's asset management strategy and proposes an enhanced financial methodology for the replacement of fleet assets.

2) **DIRECTIVE/PREVIOUS POLICY :**

Corporate Asset Management Plan INF2017-044

3) **DEPARTMENT'S RECOMMENDATION :**

WHEREAS Council has approved an Asset Management Strategy further detailed in its Corporate Asset Management Plan INF2017-044; and

WHEREAS a primary principle of asset management includes a sustainable funding model; and

WHEREAS Municipalities have few options in addressing the financing of capital assets; and

WHEREAS The City's existing contribution to the fleet reserve is \$260,000;

BE IT RESOLVED that the contribution to the Fleet reserve be increased annually for the next 5 years by \$50,000 to ensure the cost effectiveness and sustainability of the City's fleet assets.

BE IT FURTHER RESOLVED that Council endorse option 1 of the financing section of this report that the City build its vehicle reserve contribution over the next few years with the goal of financing vehicles with 20 year or less useful life from reserves and those greater than 20 years using debt.

4) **BACKGROUND :**

The Director of Finance and Economic Development prepared a detailed report in the 2016 budget guideline report FIN2016-008 identifying the significant lack of annual contributions to the City reserves. That report recommended a minimum of \$200,000 annual increase in the contribution to reserves to reach the goal in the longer

term given that reaching the goal immediately would prove excessive for ratepayers.

The City has improved its contributions although they remain less than ideal.

Last year, the Director Infrastructure and Planning presented a report on the overall asset management strategy for the City. That report focused more on the hard services of the City including transportation, waste water and water services.

This report addresses the policy for fleet replacement.

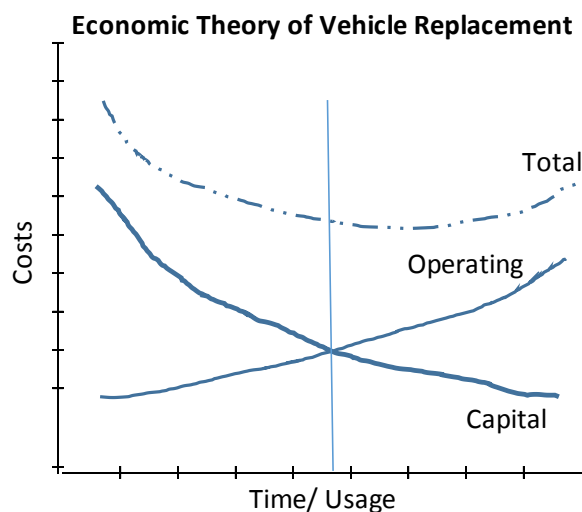
5) **DISCUSSION :**

i) Vehicle Replacement Cycle Guidelines

There are industry standards for the replacement of different types of vehicles. They are based on the total cost of ownership approach and they indicate the point in an assets life where it costs more to continue operating the asset versus repairing it. Replacing vehicles and equipment based on optimum life is one of the key pillars of a good fleet replacement methodology. As an asset begins to reach high operating hours and/or kilometres, unscheduled downtime and associated maintenance costs can begin to escalate. Timing of the replacement of vehicles and equipment is impacted by vehicle type, and the nature and intensity of its use. Effective lifecycle analysis and timely replacement are important for controlling vehicle costs, availability, reliability and safety. Over time, using this approach will provide tangible benefits to the ratepayers of Clarence-Rockland including improved service delivery and lower property taxes.

The Economic Theory of Vehicle Replacement

The economic theory of vehicle replacement is well described in this policy statement from the American Public Works Association:



“Vehicle life-cycle cost analysis enables management to evaluate new equipment purchases and on a case by case basis determine if it is more economical to retain equipment or purchase new. This economic replacement model follows the following premises:

- as a unit ages, average maintenance and operations costs increase
- as a unit grows older, investment costs decrease
- and there is a point in a vehicle’s life at which the total average cost is minimal which is the optimum economic life point.

The accepted economic theory of vehicle replacement maintains that vehicle capital costs decline over time while vehicle operating costs will increase. The combination of these two trends will produce a U-shaped total cost curve and a vehicle should be replaced at the flat portion of this curve. Retaining assets beyond this point leads to the following adverse conditions:

- Increase in total operating cost
- Increase in turnaround time as the complexity of repairs increase
- Decrease in overall asset availability
- Increase in fleet asset failure—the older the fleet, the greater the opportunity a catastrophic failure will occur
- Decrease in salvage (residual) value as an asset ages
- Customer satisfaction with the fleet asset will dissipate
- Operator safety is compromised as vehicle components are subject to increased wear and tear; safety enhancements available on new assets are bypassed when fleet assets are not replaced
- Fleet creep occurs as customers seek to have more backup assets to fill the void created when fleet assets are in for service more often and for longer periods of time”

Ideally, the City would engage a consultant to perform a detailed analysis of the City’s existing fleet to determine historic usage including mileage, repair costs, downtime, service disruptions, etc. – similar to what other cities such as Prince George and Norfolk County have done. Rather than take that approach, staff are recommending that the City establish its vehicle replacement cycle based on an assessment of industry standards, Norfolk County and the City of Prince George. Staff are suggesting this partly as a result of the lack of historical information and the cost benefit of engaging a consultant based on other empirical data that is available.

How is the City Doing?

In line with the Ministry of Infrastructure guidelines on developing Asset Management Plans, staff have addressed the key questions in its asset management plan:

- What do we own?
- What are the attributes?
- What does it cost?
- How long will it last?

Table 1 summarizes and appendix A illustrates the 48 vehicle existing inventory of the City. 34 vehicles or 71% are still within their useful life while the balance of 14 vehicles or 29% are over their useful lives. In theory, there should be no vehicles that are still in inventory beyond their useful lives. However, there are exceptions including vehicles that have been well maintained, vehicles with lower than intended mileage, etc. Notwithstanding this, most of these vehicles should have been replaced but have not due to the lack of capital funding. These decisions are costing the City on the operating budget side due to additional maintenance costs as was discussed earlier in the economic theory of vehicle replacement.

Table 1: Fleet asset Inventory			
	Units	Replacement value	Useful Life
Crew cab 4x4	2	115,000	8
Cube Van	1	55,000	7
Dump Box, Plow	6	2,010,000	10
Dump Box, Plow, Salt Box	2	750,000	10
Dump Box, Plow, Water Tank	1	375,000	10
Pickup	20	855,000	7
Pickup, Salt Box, Plow	1	50,000	7
Pumper	4	2,240,000	20
Quint	1	900,000	20
Rescue	1	350,000	20
Service Van	2	87,000	7
Squad	3	165,000	10
SUV	2	60,000	7
Tanker	2	800,000	20
Grand Total	48	8,812,000	

ii) Capital Financing Approach

In a perfect world, assets would be financed as they are used and the City would tax the ratepayer for the use of vehicles in a year. Although this makes perfect sense, it is not practical as ratepayers would never accept the fluctuations in tax rates to finance such an approach. Could you imagine paying for a pumper fire truck in one year. As such, municipalities use a balanced approach to financing municipal assets – using Pay-as-you-go to tax ratepayers in the current year for the depreciated cost of the fleet inventory and using debt financing for financing the replacement of longer term more expensive assets. Fleet additions are financed based on using the balance of remaining funds in the replacement reserve, other sources or debt.

It is evident by the many studies by the Federation of Canadian Municipalities (FCM), the Association of Ontario Municipalities AMO and others that municipalities are struggling to maintain their existing infrastructure under current tax and rate levels. The City continues to deal with downloading from senior levels of government that put a greater strain on budgets and municipalities ability to adequately maintain its assets. To do so would require immediate property tax rate increases that most municipal Council's are unwilling to place on their ratepayers. As such, the capital financing approach must take this into consideration or the Asset Management Plan – Fleet will be a difficult sell for Council.

City's 2018 Fleet replacement contribution

In the 2018 budget, Council authorized \$260,000 as a contribution to replace vehicles. The reserve for Fleet has only \$50,000 resulting from it being used annually to replace vehicles, as the historical contributions have not been sufficient to create the a sufficient reserve.

As is clear, the historical contributions and the resulting balance in the reserve are insufficient to replace vehicles in a cost effective manner. As a result, the City finds itself in the position that it either must borrow for vehicle replacements (that should be paid for in cash) or delay replacements altogether.

Financing options

Although there are many variations of financing options, this report will summarize them into essential three categories: depreciation or sinking fund approach, debt financing and a Hybrid or balanced approach.

Depreciation or sinking fund approach

In this approach, user departments are charged for the use of vehicles – essentially a depreciation cost plus a financing charge – and the funds are placed in a replacement reserve for eventually replacement of the vehicle. This approach allocates the vehicle cost to the service which promotes “full” service costing. However, sinking fund accounting is

administratively burdensome and is not recommended for smaller fleets such as the City's.

Debt financing

Debt financing is advantageous for municipalities as it essentially allocates the cost of a capital asset over its useful life and the ratepayers that benefit from the asset pay for it. Great then why don't we debt finance all capital assets? Debt financing should be used only to the extent that there is ongoing revenue to support the debt servicing costs including interest. Plus, interest charges are beyond the control of a municipal government and can add a significant cost to a capital asset. To reflect some of the disadvantages of debt financing, the Province of Ontario have legislated that Ontario municipalities cannot incur debt servicing costs beyond a limit of 20% of revenues.

Hybrid or Balanced Approach

The proposed approach is to use a balanced approach to vehicle financing taking advantage of the benefits of a sinking fund and debt approach to financing.

This is the approach that the City is currently using. However, the historical contributions have not been sufficient to build a rolling reserve. This report recommends that the City's annual contribution to its fleet reserve be increased from \$260,000 to \$500,000 and that this be done by increasing the fleet contribution by a minimum of \$50,000 for the next 5 years. This recommendation reflects the fact that the City must increase its contribution to reserves for other assets as well.

Table 2 below identifies various options for financing vehicle replacements and compares them against the status quo.

- **Option 1 – Capping the \$ amount**

Under this approach, we would cap the dollar amount where a project would be financed by debt – either \$250,000 or \$500,000. For example, under the \$250,000 option, assets costing more than \$250,000 would be debt financed and those under that amount would be paid for from reserve contributions.

- **Option 2 – Capping the Useful Life**

Under this approach, we would cap the useful life of an asset where a project would be financed by debt – either 10 or 20 years. For example, under the 10-year option, assets with useful lives beyond 10 years would be debt financed and those under 10 years would be paid for from reserve contributions.

Table 2: Various Financing Options

		OPTIONS			
		1 - Cap Debt		2 - Cap Useful Life	
	Status Quo	\$250,000	\$500,000	10	20
Reserve contribution	\$260,000	202,518	560,018	172,518	\$502,518
Reserve balance *	\$50,000	1,060,857	4,015,857	821,357	\$3,160,857

* The amounts in the “options” columns are reserve fund levels that would be in place had the City implemented this strategy at the outset.

6) **CONSULTATION:**

N/a

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

This report was shared with the management team

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

Council direction on this report will be considered during the 2019 budget review.

The recommendation proposes an increase in the fleet contribution by 50,000 per year for the next 5 years subject to approval during the detailed budget review.

9) **LEGAL IMPLICATIONS :**

N/a

10) **RISK MANAGEMENT :**

N/a

11) **STRATEGIC IMPLICATIONS :**

This report supports the City’s asset management strategy which is included as one of the pillars of the City’s Strategic Plan.

12) **SUPPORTING DOCUMENTS:**

Appendix A – Detailed Fleet Assets

APPENDIX A: Detailed Fleet Assets

What do we own?		What are the attributes?					What does it cost?	How long will it last?	
ID	Asset Ext.	Material	Make	Model	Year Installed	Service Life	Replacement Cost	Expected	Remaining
1	Protective Services	Pumper	International	DT466 - 40S	1992	20	\$ 560,000	20	-6
2	Transportation Services	Dump Box, Plow	Sterling	LT9511	2000	10	375,000	10	-8
3	Protective Services	Tanker	GMC	Top Kick C8500	2000	20	400,000	20	2
4	Environmental Services	Dump Box, Plow	Mack	RD690S	2002	10	375,000	10	-6
5	Protective Services	Tanker	Freightliner	FL80	2002	20	400,000	20	4
6	Transportation Services	Pickup	Ford	F-350	2004	7	50,000	7	-7
7	Rec & Cultural Services	Cube Van	Ford	E-450	2004	7	55,000	7	-7
8	Transportation Services	Dump Box, Plow	International	WorkStar 7600 6x4	2005	10	375,000	10	-3
9	Environmental Services	Pickup	Ford	F-350	2006	7	50,000	7	-5
10	Transportation Services	Pickup	Ford	F-450	2006	7	55,000	7	-5
11	Protective Services	Quint	Rosenbauer	Firestar 75 Aerial	2006	20	900,000	20	8
12	Rec & Cultural Services	Pickup	Ford	F-150 XLT	2007	7	35,000	7	-4
13	Transportation Services	Pickup	Ford	Ranger	2008	7	35,000	7	-3
14	Transportation Services	Dump Box, Plow	International	WorkStar 7600 SFA 6x4	2008	10	375,000	10	0
15	Transportation Services	Dump Box, Plow	GMC	Top Kick 5500	2008	10	135,000	10	0
16	Protective Services	Pumper	Spartan	Metro Star	2008	20	560,000	20	10
17	Protective Services	Rescue	Freightliner	M2 106	2008	20	350,000	20	10
18	Transportation Services	Pickup	Ford	Ranger	2009	7	35,000	7	-2
19	Protective Services	Car	Chevrolet	Tahoe 4x4 PPV	2009	8	60,000	8	-1
20	Protective Services	Squad	Ford	Expedition 4x4 SSV	2009	10	55,000	10	1
21	Transportation Services	Pickup	Ford	F-150 XLT 4x4	2010	7	35,000	7	-1
22	Transportation Services	Pickup	Ford	Ranger	2010	7	35,000	7	-1
23	Transportation Services	Pickup	Ford	F-150 XLT 4x4	2011	7	35,000	7	0
24	Transportation Services	Dump Box, Plow, Water Tank	International	WorkStar 7600 SFA 6x4	2011	10	375,000	10	3
25	Protective Services	Pumper	Spartan	Metro Star	2011	20	560,000	20	13
26	Transportation Services	Pickup, Salt Box, Plow	Ford	F-350 4x4	2012	7	50,000	7	1
27	Transportation Services	Dump Box, Plow	Mack	Granite GU713	2012	10	375,000	10	4
28	Protective Services	Squad	Ford	F-250 4x4 Crew Cab	2012	10	55,000	10	4
29	Planning & Development	SUV	Ford	Escape	2013	7	30,000	7	2

APPENDIX A: Detailed Fleet Assets

What do we own?		What are the attributes?					What does it cost?	How long will it last?	
ID	Asset Ext.	Material	Make	Model	Year Installed	Service Life	Replacement Cost	Expected	Remaining
30	Transportation Services	Pickup	Dodge	Ram 1500 4x4	2013	7	35,000	7	2
31	Protective Services	Pickup	Dodge	Ram 1500 4x4	2013	7	55,000	7	2
32	Transportation Services	Pickup	Dodge	Ram 1500 ST 4x4	2014	7	35,000	7	3
33	Transportation Services	Pickup	Dodge	Ram 1500 ST 4x4	2014	7	35,000	7	3
34	Protective Services	Car	Ford	F-150 4x4 Crew Cab	2014	8	55,000	8	4
35	Protective Services	Squad	Ford	F-150 4x4 Crew Cab	2014	10	55,000	10	6
36	Protective Services	Pumper	Freightliner	M2 106	2014	20	560,000	20	16
37	Transportation Services	Pickup	Ford	F-250	2015	7	45,000	7	4
38	Rec & Cultural Services	Pickup	Ford	F-250	2015	7	45,000	7	4
39	Planning & Development	SUV	Chevrolet	Equinox LS AWD	2015	7	30,000	7	4
40	Transportation Services	Pickup	GMC	Sierra 1500 Crew	2015	7	35,000	7	4
41	Protective Services	Pickup	Ford	F-150 4x4	2015	7	55,000	7	4
42	Protective Services	Pickup	Chevrolet	Silverado 4x4	2016	7	55,000	7	5
43	Rec & Cultural Services	Pickup	Ford	F-350 SRW	2016	7	50,000	7	5
44	Transportation Services	Pickup	Ford	F-250 4x4 Crew Cab	2016	7	45,000	7	5
45	Transportation Services	Dump Box, Plow, Salt Box	Mack	Granite GU713	2016	10	375,000	10	8
46	Environmental Services	Service Van	Nissan	NV 200	2017	7	32,000	7	6
47	Rec & Cultural Services	Service Van	Ford	E-350	2017	7	55,000	7	6
48	Transportation Services	Dump Box, Plow, Salt Box	Freighliner	114SD	2017	10	375,000	10	9

Total

\$ 8,812,000

* means unavailable



REPORT N° AMÉ-18-08-R

Date	10/10/2018
Submitted by	Claire Lemay, Marie-Eve Bélanger
Subject	Encroachment Agreement – Block 25, Plan 50M-225, du Ruisseau Street
File N°	Click here to enter text.

1) **NATURE/GOAL :**

The goal of this report is to comment on the letter received from the owner of 464 du Ruisseau Road for the installation and maintenance of solar panels on a municipal property (Block 25, Plan 50M-225), adjacent to 464 du Ruisseau Street. The letter was presented to Council on May 7th, 2018.

2) **DIRECTIVE/PREVIOUS POLICY :**

The Committee of the Whole mandated the Administration to communicate with the City's lawyer in regards to Mr. Taillefer's proposal.

3) **DEPARTMENT'S RECOMMENDATION :**

That the Committee of the Whole recommends to Council that the solar panels be removed from City property.

Que le comité plénier recommande au conseil que les panneaux solaires soient enlevés du terrain de la Cité.

4) **BACKGROUND :**

The owner of 464 du Ruisseau Street, Jacques Taillefer, signed a contract with a private company for the installation of an array of solar panels for the generation of electricity. Mr. Taillefer was under the impression that this contractor had communicated with the City in order to obtain permission to install the solar panels on the municipal property adjacent to his rear yard. No evidence exists of any such communication. Having discovered this, Mr. Taillefer would now like to ensure that an agreement is in place to permit the continued placement of these existing solar panels at their current location, being partially on the municipal property along the side lot line at the rear of his residence at 464 du Ruisseau Street. It is important to note that the property was sold to Mr. Julien Legris. The new owner is now looking for answers.

5) **DISCUSSION :**

The Corporation of the City of Clarence-Rockland is the owner of a portion of land known as Block 25, Plan 50M-225. This property is located having frontage on du Ruisseau Street in Clarence Point. The property contains a portion of Blais Creek, which flows from east of

Landry Street onto a municipal property (Block 26 of Plan 50M-225) to the east of du Ruisseau Street, under du Ruisseau Street and onto the subject property and then continues on private property to the west of the subject property and on into Clarence Creek to the Ottawa River. The subject property was transferred to the City by the developer of the subdivision in order to allow the City to maintain and protect Blais Creek and its riparian zone.

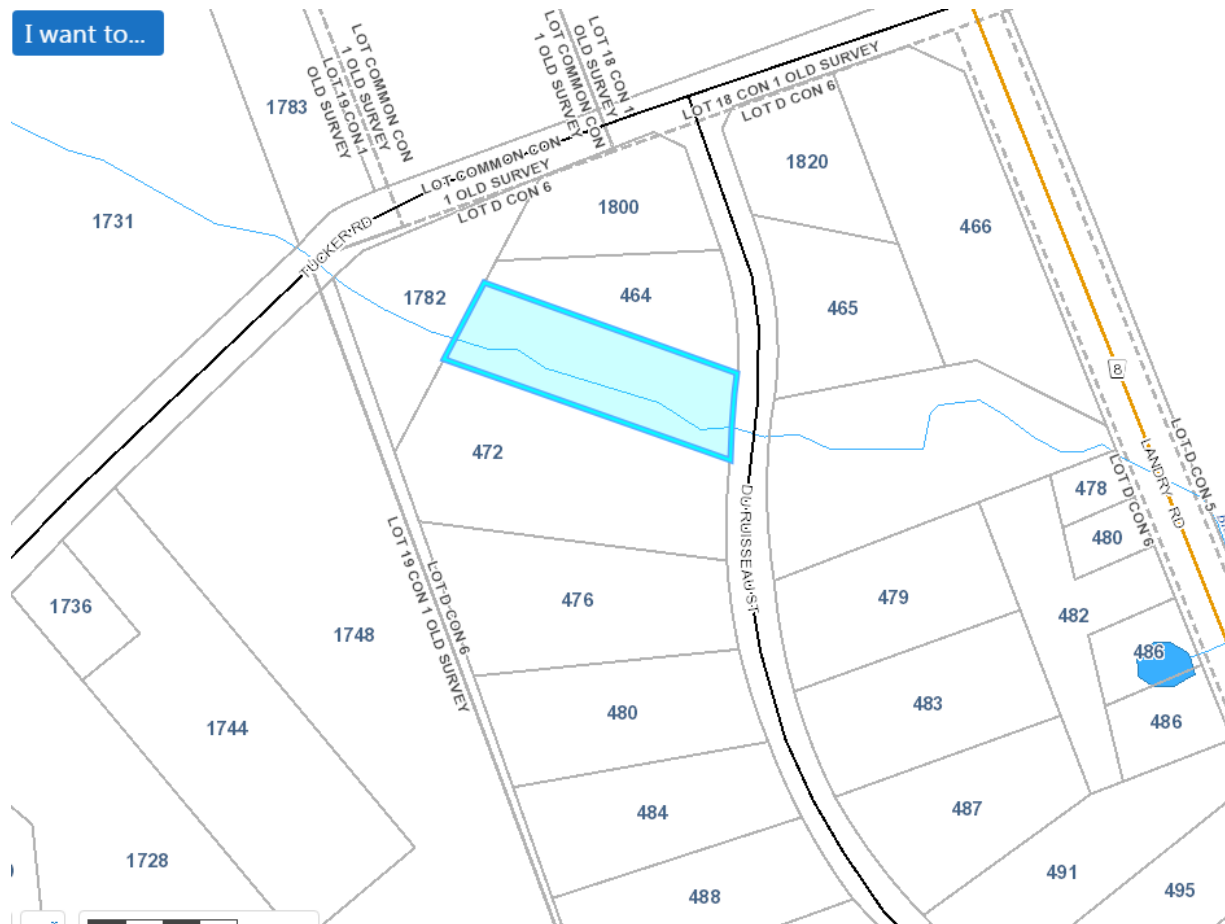


Figure 1: Keymap showing the location of the subject property outlined in red and Blais Creek in blue

Mr. Jacques Taillefer, the owner of the adjacent residential property, lot 24, plan 50M-225, known by the civic address of 464 du Ruisseau, hired a private contractor in 2011 to install an array of solar panels located on a portion of the subject property adjacent to his rear yard. The contract with the private company for the solar panels continues until October 3rd, 2031, however, the potential useful lifespan of the solar panels may continue for up to 100 years from when they were manufactured. The solar panels are located approximately 18.3m (60 feet) from the top of the bank of Blais Creek, at their closest point.

Mr. Taillefer contacted his lawyer that suggested that a license of occupation would be the proper mechanism to authorize the placement

of his solar panel on City property. He also suggests a fee of 100\$ per year.

Section 9 and 10 below include the City's lawyer and insurer's comments.

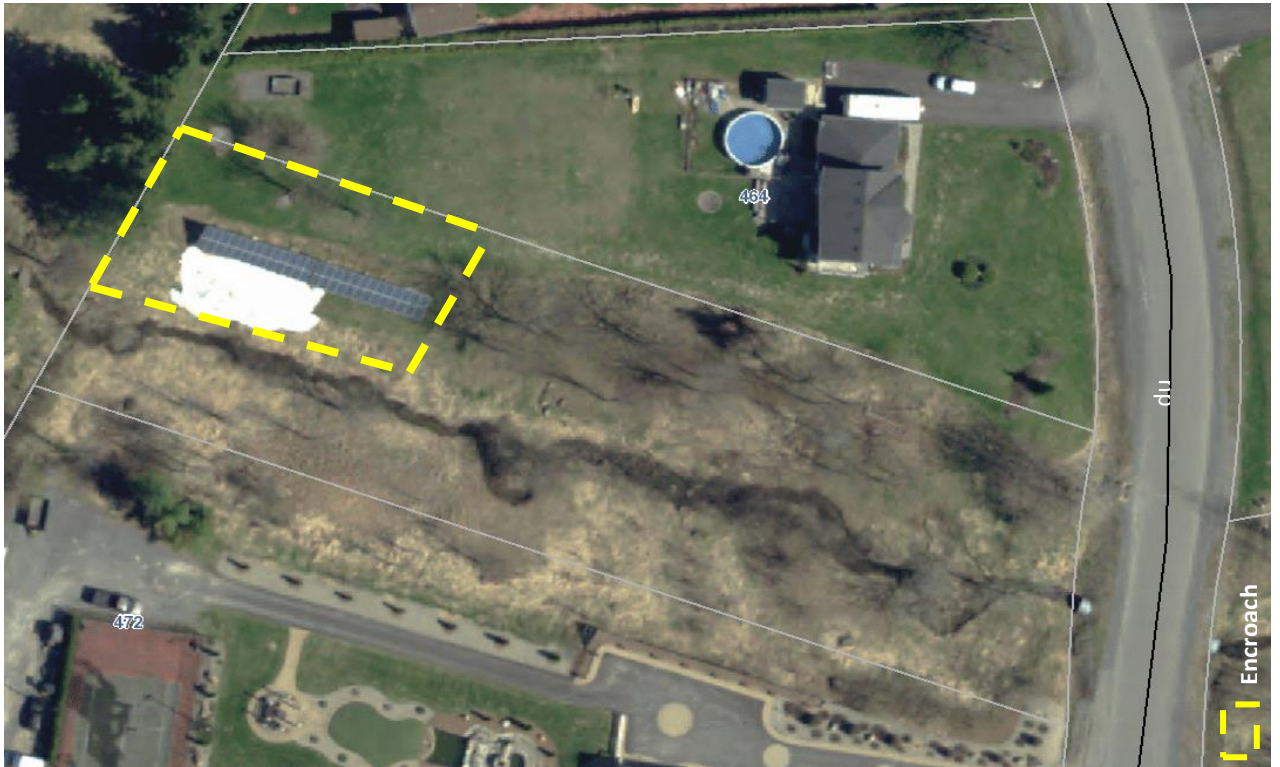


Figure 2: Aerial photography showing solar panels, creek, and house at 464 du Ruisseau St

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 :**
The City has obtained comments from the City lawyer which is as follows:

"There are two principal characteristics of a Licence of Occupation which distinguish it from other arrangements, such as a Lease or Easement. First, a licence of occupation is intended to permit a *temporary* use of land for specific purpose. Second, a licence of occupation is intended to grant a

personal privilege to the occupying party. Based on our recent discussions, it would not appear that either of those considerations reflect what the owners are looking for. It is now my understanding that they want the solar panel to be able to remain indefinitely, and that the agreement continue to apply to the benefit of any subsequent owner. In effect, the owners appear to want the City to recognize the solar panel installation as a permanent interest which runs with the land. A discussion of issues arising from such a desired arrangement follow below.

As you are aware, the City has a policy governing the disposal of surplus land. This policy applies to the granting of an interest in land by way of lease, or other *long term* disposition. If Council were to agree to an agreement which saw the solar panel installation permitted to remain in perpetuity, and with such right being transferred to a new owner on a sale, it is our opinion that your policy would apply. Determining fair market consideration for such a right would ordinarily be required. Failing the payment of reasonable consideration, Council may be seen to be establishing an unintended precedent of effectively allowing the encroachment onto, and use of, City property. The owner has the benefit of maintaining its full backyard, unencumbered by the presence of this large installation, while receiving the benefit of the solar panel installation. It is my understanding that the owners are in fact able to sell electricity back to the "grid", as a result. The appropriateness of permitting an owner to benefit from the City's permission in this way should be considered.

It is our view that there are further concerns as a result of the specific characteristic of the land itself. It is our understanding that the entire installation is located within 30 m of a fish-habitat creek located on the City's lands. The City's zoning by-law requires that all site alteration must be completed at least 30 metres from fish habitat. As a result, it is unlikely that the City would ever consider allowing alteration of its lands in this location. Even if the lands were the owner's, the Zoning By-law would have prohibited the installation in this location.

Notwithstanding the matters discussed above, if it is Council's direction to proceed with a Licence of Occupation agreement, it is our recommendation that the agreement include the following requirements (in addition to other, standard language):

1. The licence of occupation can be revoked by the City at any time on sixty (60) days notice. The owner would be required to remove the installation, and return the land to its previous condition;
2. The owner should be required to pay a yearly occupation fee which has some connection to the market value of the land.
3. The permission is specific to the current owner, and will cease upon a sale or conveyance of the land;
4. The owner shall obtain and hold insurance in such amounts as suggested by the City's insurer;

5. The owner will accept all liability with respect to the use of the land, including any issues relating to the creek and fish habitat.”

10) RISK MANAGEMENT :

We have also obtained comments from the City’s insurance company, as follows:

“Although the solar panels are already installed, we still recommend that you have an agreement with the owner outlining the permissible use of the land as well that insurance and indemnification clauses. The following is the recommended clauses for your perusal.

The Owner shall at their own expense obtain and maintain and provide the City with evidence of:

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for claims. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause

Such insurance shall add the Corporation of the City of Clarence-Rockland as Additional Insured subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City.

The Policy shown above shall not be cancelled unless the Insurer notifies the City in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the City.

Any and all deductibles shall be the sole responsibility of the Owner and the City shall bear no cost towards such deductible. Additionally, the City shall not be responsible for any damage to the property / equipment of the project.

The Owner shall defend, indemnify and save harmless The Corporation of the City of Clarence-Rockland, their elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to

bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Owner, their directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Owner in accordance with this Contract, and shall survive this Contract."

As such, the insurance company indicated that this was only a an example and that the City's lawyer could draft something up to reflect those comments.

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

12) **SUPPORTING DOCUMENTS:**
Letter from Mr. Taillefer

April 21st 2018

Dear members of the City Council,

My wife and I hired a company in 2011 to manage and install a MicroFit Solar Array on a small parcel of vacant land adjacent to our property at 464 Du Ruisseau. The cost was \$85,000 for project management and equipment.

In speaking to Marie-Ève Bélanger in the Fall of 2017, we became aware that the city had no record of Solar Array on file. We were in shock at the lack of city approvals since the company made us sign many documents for various purposes. We could only conclude that the company we hired did not take all proper steps and the company folded (like so many others) after Ontario's Green Energy program was neutered a few years back.

And so, Mrs. Bélanger was asked to share with us what was required by the city to correct the situation. We would also like to thank Councillor Zanth for guidance on the issue and outlining possible solutions, since encroachment was ruled out as an option.

It is therefore felt that a licence of occupation would be appropriate for a rapid resolution to the situation. We therefore propose a \$100 annual fee to the city for temporary use of the small parcel of land.

Sincerely,



Jacques Taillefer and
Josée Valiquette-Taillefer



RAPPORT N°AMÉ-18-90-R

Date	26/09/2018
Soumis par	Claire Lemay
Objet	Demande de remboursement des frais de demane
# du dossier	D11-291 ; D14-497

1) **NATURE / OBJECTIF :**

Le but de ce rapport est de présenter une demande fait par Mme Lise Saumure, M. Sylvain Drouin, et Mme Nathalie Drouin pour le remboursement des frais de demande qui ont été payés pour une demande de modification au règlement de zonage (2 340 \$) et pour une demande d'approbation de plan d'implantation (2 450 \$, dont 720\$ est remboursable).

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

3) **RECOMMANDATION DU SERVICE:**

QUE le Conseil municipal refuse la demande de remboursement complète des frais de demande de modification au Règlement de Zonage et d'approbation d'un plan d'implantation pour un montant de 4 790,00 \$ fait par Mme Lise Saumure, M. Sylvain Drouin et Mme Nathalie Drouin.

THAT the Municipal Council refuse the request for a complete reimbursement of application fees for a Zoning by-law amendment and Site Plan approval for the amount of \$4,790.00 made by Mrs. Lise Saumure, Mr. Sylvain Drouin, and Mrs. Nathalie Drouin.

4) **HISTORIQUE :**

Un terrain de camping existe depuis plus de 30 ans sur le terrain situé au 3584 chemin Drouin à Cheney. Après nombreuses interactions entre les propriétaires du terrain et le service de l'aménagement du territoire de la Cité et de la Conservation de la Nation Sud, les propriétaires ont fait une demande de modification au Règlement de zonage et une demande d'approbation d'un plan d'implantation en octobre 2017. Un délai fut nécessaire afin d'attendre l'approbation d'une modification administrative au Plan officiel des Comtés unis. La modification au Règlement de zonage fut approuvé par le conseil le 5 mars 2018 et l'entente de plan d'implantation fut préparé pour

signature. Ça fait maintenant plusieurs mois que l'entente n'est toujours pas signée.

Lors de la réunion régulière du Conseil du 17 avril 2018, le Conseil municipale a adopté la résolution 2018-85 pour refuser la demande de remboursement de Mme Saumure, M. Drouin, et Mme Drouin.

Suite au refus du Conseil de la demande de remboursement, Mme Lise Saumure a obtenu des affidavits de M. Claude Lemay, ancien Maire du Canton de Clarence et de M. Gilles Guindon et Mme Aline Guindon pour attester que le terrain de camping a commencé en 1972-1973 et qu'il n'avait aucun règlement municipal qui interdisait cet usage à cet époque.

5) **DISCUSSION :**

Les frais de demande pour les approbations en matière d'aménagement du territoire existent pour couvrir les frais de la municipalité en traitant les demandes.

Ces deux demandes (Modification au Règlement de Zonage No. D-14-497 et Demande d'approbation d'un plan d'implantation No. D-11-291) ont été traités par le personnel du Département d'infrastructures et aménagement de territoire. Les avis publics et circulation techniques ont été envoyés, la demande a été apporté à une réunion publique du Comité d'aménagement avec un rapport et une présentation préparée par le personnel, et une ébauche d'entente de plan d'implantation a été préparé pour signature. Le personnel a passé plusieurs heures à travailler sur ces deux dossiers. La longue durée de l'usage de la propriété comme terrain de camping n'a pas eu un impact sur le montant de travail que le personnel du Département a dû faire pour traiter le dossier.

6) **CONSULTATION :**

N/A

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

N/A

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

Les frais de demande qui ont été payés sont les suivants :

Demande de modification au règlement de zonage :	2 600 \$
(moins 10% pour deux demandes simultanées) :	- 260 \$
Sous-Total (Zonage) :	2 340 \$

Demande d'approbation de plan d'implantation :	1 000 \$
(moins 10% pour deux demandes simultanées) :	- 100 \$

Frais d'ingénierie (pour le plan d'implantation) :	550 \$
Dépôt d'ingénierie (pour le plan d'implantation)* :	1 000 \$
Sous-Total (Plan d'implantation) :	2 450 \$
 TOTAL	 4 790 \$

*Le dépôt pour les frais d'ingénierie déduit du montant des frais d'ingénierie payables lors de la signature de l'entente et est remboursable si les frais sont moins que le dépôt soumis. Les frais payable à la signature de l'entente sont de 4% du coût estimé des travaux. Le coût estimé des travaux à la date de la préparation de ce rapport est de 7 000 \$. Les frais d'ingénierie demandés sont alors de 280 \$. Les demandeurs seraient alors normalement remboursé d'un montant de 720 \$ lors de la signature de l'entente.

9) **IMPLICATIONS LÉGALES :**

N/A

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

N/A

11) **IMPLICATIONS STRATÉGIQUES :**

N/A

12) **DOCUMENTS D'APPUI:**

Lettre soumis par Mme Lise Saumure, M Sylvain Drouin, et Mme Nathalie Drouin

Lettre de Mme Saumure (4 juin 2018)

Affidavit de M. Claude Lemay

Affidavit de M. Gilles Guindon et Mme Aline Guindon

Le 4 juin 2018,

La Corporation de la Cité Clarence-Rockland
1560 rue Laurier,
Rockland, ON K4K 1P7

Attention : Monsieur Guy Desjardins et Membres du Conseil Municipal

Sujet : Demande de remboursement pour frais encourus

Cher M. Desjardins et Membres du Conseil Municipal,

Cette lettre fait suite à ma conversation téléphonique au mois de mai avec M. Desjardins concernant le refus de nous rembourser pour les frais encourus de \$4790.00 pour le changement de zonage et plan d'implantation.

Tel que mentionné auparavant, le camping a débuté en 1973-1974. En 1975, nous avons construit une salle et avons déménagé un cabanon afin de faire un chalet. Des membres de notre famille et des amis sont joignent à nous. A plusieurs reprises nous nous sommes rendu à la Municipalité de Clarence pour savoir si nous avions besoins de la permission de la dite Municipalité pour se faire dire qu'il n'y avait pas de règlements en place. En 1983, Marcel Brazeau a procédé à enlever le Top Soil sur la propriété. En 1984-1985, dû à un nouveau règlement qui venait d'être mis en place, Marcel Brazeau a obtenu la licence Classe A pour enlever le 'Top Soil' de la sablière. En 1989, nous nous sommes rendus à la Municipalité pour savoir si nous pouvions creuser un lac pour le camping. Après avoir obtenu la permission de la Municipalité de Clarence, le lac pour le camping fût creusé par la compagnie Vanson Construction Limited le 17 et 18 mai 1989.

Suite à une lettre provenant de M. François Loïselle, urbaniste à l'époque, concernant le terrain de Camping, nous avons reçu confirmation du maire, à l'époque, M. Richard Lalonde par l'entremise d'un courriel provenant de Mme Diane Cyr que le camping était

légal non conforme et que la municipalité n'avait besoin d'émettre aucun autre permis pour que le camping reste en opération.

Lors de notre visite avec Mme Marie-Eve Bélanger, elle a constaté que nous avons rencontrés tous les agents de planification et urbaniste qui ont été embauchés aussi bien à la Municipalité de Clarencé qu'à la Cité Clarence-Rockland.

Étant donné que nous existions bien avant que les règlements de zonage et le plan d'implantation existe, ceci démontre que le camping possède une clause Grand Père et que nous n'avons pas besoin de payer car le zonage aurait dû être changé au moment de notre première approche avec la municipalité, à la création en 1973 et non maintenant.

Nous croyons que le frais déboursés en 2017 pour le changement zonage et le plan d'implantation, ne devrait pas être applicable pour un changement qui aurait dû avoir lieu en 1973. Nous faisons donc demande à la Cité de Clarence-Rockland de nous rembourser le plein montant de \$4,790.00 pour les frais encourus.

Merci à l'avance de l'attention que vous porterez à notre demande.

Bien à vous,



Lise Saumure, pour
Lise Saumure, Nathalie Drouin et Sylvain Drouin
3584 chemin Drouin, c.p. 6
Cheney (Hammond), Ontario K0A 2A0

Le 12 Octobre, 2017

Corporation de la Cité de Clarence-Rockland
1560 Rue Laurier
Rockland, ON K4K 1P7

Attention à : Mr. Guy Desjardins et Mme Marie-Eve Bélanger

Sujet : Changement de Zonage et Plan d'implantation

À qui de droit,

Cette lettre fait suite à la demande de changement de zonage et du plan d'implantation exigés par La Cité Clarence-Rockland pour le terrain de camping situé au 3584 ch. Drouin, à Cheney, ON.

Étant donné que le camping existait bien avant que les règlements de zonage existe, ceci considère le camping comme possédant une clause Grand Père, c'est pourquoi que nous faisons demande à la Cité de Clarence-Rockland de nous rembourser le plein montant de \$4,790.00 pour les frais encourus.

Merci de l'attention que vous porterez à notre demande.

Bien à vous,



Lise Saumure, Nathalie Drouin, Sylvain Drouin

REÇU
23 OCT. 2017
AMÉNAGEMENT DU TERRITOIRE
D14-497

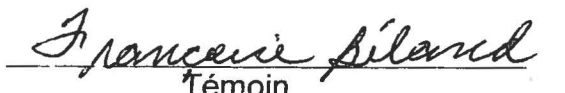
AFFIDAVIT

Je **Claude Lemay** de la Cité de Clarence- Rockland atteste qu'à la **municipalité de Clarence** il n'existait aucun règlement municipal en 1972 et 1973, lorsque Lise Saumure a débuté le camping situé sur le lot 19, concession 10 dans la municipalité de Clarence dans le comté de Prescott-Russell reconnu maintenant comme le 3584 chemin Drouin, à Cheney, Ontario dans la municipalité de Clarence-Rockland dans le comté de Prescott-Russell. Quand nous avons (la municipalité de Clarence) établie le plan directeur et de zonage nous avons oublié de mentionner sur le plan directeur et sur le plan de zonage qu'il y avait un terrain de camping sur le Lot 19, concession 10 dans la municipalité de Clarence dans le comté de Prescott-Russell.

Signé le 12 de septembre, 2018 au 3584 ch Drouin à Cheney, dans la province de l'Ontario.



Claude Lemay



Témoin
FRANÇOISE BÉLAND



Témoin
Stephanie Lewis

AFFIDAVIT

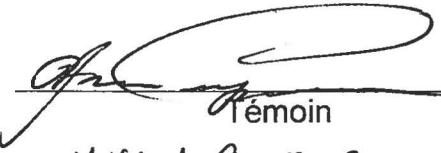
Nous Gilles Guindon et Aline Guindon de Cheney, Ontario dans la municipalité de Clarence-Rockland atteste que Lise Saumure a débuté le camping en 1972-1973 situé sur le lot 19, concession 10 dans la municipalité de Clarence-Rockland dans le comté de Prescott-Russell, au 3584 chemin Drouin, à Cheney, Ontario dans la Cité de Clarence-Rockland dans le comté de Prescott-Russell.

Signé le 17 de septembre, 2018 à Cheney, Ontario


Aline Guindon


Gilles Guindon


Témoign
Stephanie Lewis


Témoign
Yvon Campeau



RAPPORT N° LOI-10-04

Date	Le 10 octobre 2018
Soumis par	Pierre Boucher
Objet	Stationnement parc du Village Morris
# du dossier	Cliquez ici pour entrer du texte.

1) **NATURE / OBJECTIF :**

Ce rapport fait suite à la demande de quelques conseillers lors de la réunion plénière du 27 août 2018 au sujet d'un ajout de stationnement au futur parc du Village Morris.

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

3) **RECOMMANDATION DU SERVICE:**

Que le rapport No. LOI-10-04, étant un rapport au sujet de la demande d'ajout d'un stationnement dans le futur parc du Village Morris, soit reçu à titre d'information.

That report No. LOI-10-04, being a report regarding the addition of a parking lot in the future Morris Village Park, be received as information.

4) **HISTORIQUE :**

Suite à la rencontre du comité plénier du 27 août dernier (item 9.1 Parc Village Morris), quelques conseillers ont demandé s'il serait possible de construire une partie du stationnement cet automne afin d'éliminer le stationnement en parallèle sur le boulevard Dr Jérôme Corbeil

Le service a fait une petite recherche auprès de nos assurances au niveau de la responsabilité de la Cité afin d'offrir un endroit de stationnement dans un endroit désigné à titre de futur parc.

5) **DISCUSSION :**

L'ajout d'un stationnement dans un parc non ouvert officiellement et qui n'est pas conçu incluant les aspects relié à la sécurité des lieux et autre pourrait engendrer des responsabilités civiles importantes à la Cité.

La cité doit s'assurer de voir à la sécurité des utilisateurs pour la désignation de l'activité en place. Dans ce cas, nous allons construire un parc avec glissade en hivers et plusieurs composantes de sécurités devront être mises en place avant l'ouverture du parc.

Voici quelques exemples des items futurs à adresser :

- Éclairage - affichage de sécurité – les règlements - les roches au bas de la côte – l'éducation – les inspections, entre autres.

6) **CONSULTATION :**

Svp, voir les documents en pièces jointes de (Frank Cowan Company, Risk management considerations for tobogganing).

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) :**

Nous sommes conscient que la cote qui servira pour la glissade en hivers est utilisée depuis quelques années pour la glissade en hivers par contre, pour l'instant le parc n'est pas officiellement ouvert et conforme aux recommandations sécuritaires appropriées.

À moins d'un avis contraire du conseil municipal, le Service communautaire ne recommande pas l'ajout d'un stationnement à cet endroit tant et aussi longtemps que les mesures appropriées sont mises en places et que le parc soit officiellement ouvert aux fins appropriées.

11) **IMPLICATIONS STRATÉGIQUES :**

N/A

12) **DOCUMENTS D'APPUI:**

- (Risk management consideration)
- (ABC's of Tobaggan Hills)

Risk Management Considerations for Tobogganing

The rush of sliding down a hill makes tobogganing an outdoor winter activity that both youth and adults enjoy. Although it is a favourite winter pastime, it can also be very dangerous. Every year thousands of people are injured sledding down hills in city parks, streets and resort areas.

There are three main causes of tobogganing accidents:

1. A collision with another sled or vehicle;
2. Loss of control of the equipment; and
3. Falling off of the equipment.

Statistics

- 80% of sledding accidents are predictable and preventable.
- 70% of accidents take place on non-designated hills.
- 51% occur under adult supervision.
- 33% of the accidents result from collisions.
- 28% of accidents are due to falls in icy conditions.
- 16% occur from going off jumps.
- Most injuries occur in the late afternoon and evening.

Managing the Risk

Your organization has a duty, as an occupier, to keep the property in a safe condition to accommodate its intended purpose. In order to ensure safety on sledding hills, there are a number of steps that can be taken to reduce risk and liability:

Designation of Hills

- Designate specific hills that are for tobogganing.
- Educate the public on which hills are designated.
- Tobogganing hills should have run-offs long enough for the sledder to come to a natural stop.
- Hills should be free from obstacles such as rocks, fences and trees.
- Hills should not end on roads, parking lots, or frozen bodies of water.
- Tobogganing should only be allowed in the evening if the area is well lit.
- Communicate to the community which hills are designated for tobogganing.
- Inspect and maintain the designated hills.

Maintenance and Design of the Hill

- The hill should have six to twelve inches of cover snow prior.
- Hills should have an even surface clear of rocks, brush, trees and knolls.
- Create a protocol for opening and closing the hill. If possible, the hill should be closed at night and



following an ice storm.

- To ensure the safety of participants, safe areas should be marked outside of the primary sledding area.
- Hay bales should be placed at all points of impact to lessen the chance of injury.
- Telephones should be located in the area of the hill for emergency use. It can't be assumed that everyone has a cell phone.
- Mechanical means of climbing the hill should be discouraged. The clothing that children generally wear to toboggan, such as scarves, can be easily caught in mechanical lifts and this can cause severe harm.

Supervision

- On busy days, supervision may be required to ensure safe tobogganing.
- Position spotters at the top and bottom of the hill to help reduce accidents. Have them look for hazards and warn patrons of dangerous behaviour.
- Supervisors can also do "spot-check" inspections of the hill while they supervise, or close down the hill immediately if something is wrong.

Inspections:

- Regular inspection of all tobogganing hills further helps to reduce risk.
- Daily inspections should take place whenever possible.

- Inspectors should check the ground surface of the hill, as well as break up any jumps that may have been built and remove any debris.
- Ensure you document all inspections.
- Hills should be closed if conditions are dangerous.

Education

- Educating the public as to the risks involved with tobogganing and methods of prevention will help to lessen the number of accidents involved in sledding.
- Risk can be reduced by speaking at school assemblies and distributing pamphlets to students and parents on topics such as:
 - Proper clothing.
 - How to safely climb the hill.
 - Signs of frostbite and hypothermia.
- Educate the public on the best methods of sledding:
 - Avoid tobogganing on plastic sheets or other materials that can be easily pierced by objects on the ground.
 - Kneeling on the sled provides the best protection.
 - Lying on the stomach can increase the risk of head injuries.
 - Lying on the back can increase the risk of spinal injuries.
 - Roll to the side to get off the sled.
- Work with public health or local schools to teach kids safe tobogganing skills.

Signage

- Signs should be posted around the hill and in the parking lot(s) indicating:
 - Hours of operation.
 - Rules of conduct.
 - Parental supervision required.
 - Helmets strongly recommended.
 - Consumption of alcohol prohibited.
 - Location of nearest telephone.
 - Contact information for your organization.
 - Any other warnings or dangers.
- Ensure that signs are written in simple language so that all participants can understand them.
- For example, use the phrase “Don’t build jumps or use jumps” rather than “Avoid construction and use of man-made jumps”

By taking these precautions, you can successfully reduce the risk of accidents and injuries that are common to this winter recreational activity.

Frank Cowan Company Limited regularly researches and writes about issues that could affect our clients. These documents provide an opinion on key risk management issues but are not meant to provide any form of legal opinion or official interpretation. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation. All rights reserved. ©2012 Frank Cowan Company Limited.

ABC's of Toboggan Hills

Alcohol is forbidden.

Bales of hay should be placed at all impact points.

Close the hill after an ice storm.

Discourage mechanical means of climbing the hill – scarves can become entangled.

Encourage the wearing of helmets.

Frozen bodies of water, roads and parking lots are not good end points for toboggan runs.

Ground surface should be even with no rocks, trees, brush or knolls on the hill.

Hours of use should be clearly defined.

Inspect the area regularly and document all inspections and maintenance.

Jumps and ramps should not be allowed in sledding areas.

Keeep garbage off the hill by providing waste receptacles.

Lighting should be provided if the hills are open at night.

Mark the safe areas for tobogganing.

Not everyone has a cell phone – note the nearest telephone in the event of an accident.

On busy days provide spotters at the top and the bottom of the hill.

Parking area should be large enough to accommodate the number of vehicles. Locate the lot far away from the hill.

Quality toboggan runs can only be achieved through a system of inspection, maintenance, appropriate signage and public education.

Rules of Conduct should be posted at the entrance to the hill.

School assemblies are a great way to educate kids and parents on toboggan safety.

Twelve inches of covered snow on a hill is recommended before the hill is opened.

Unsupervised hills should have signs stating this fact.

Vandals can cause damage, so regular inspections are important.

Waivers should be considered for special events such as school outings.

X'act run lengths are difficult to measure but it's recommended that hills have run-offs long enough for a natural stop.

You own the property, so you are liable.

Zone your hills i.e. Forbidden; Age Appropriate; All Levels Welcome.

While the Frank Cowan Company does its best to provide useful general information and guidance on matters of interest to its clients, statutes, regulations and the common law continually change and evolve, vary from jurisdiction to jurisdiction, and are subject to differing interpretations and opinions. The information provided by the Frank Cowan Company is not intended to replace legal or other professional advice or services. The information provided by the Frank Cowan Company herein is provided "as is" and without any warranty, either express or implied, as to its fitness, quality, accuracy, applicability or timeliness. Before taking any action, consult an appropriate professional and satisfy yourself about the fitness, accuracy, applicability or timeliness of any information or opinions contained herein. The Frank Cowan Company assumes no liability whatsoever for any errors or omissions associated with the information provided herein and furthermore assumes no liability for any decision or action taken in reliance on the information contained in these materials or for any damages, losses, costs or expenses in a way connected to it.



REPORT N° INF-2018-043 Contrat niveleuse avec opérateur

Date	24/09/2018
Submitted by	Yves Rousselle, Gérant de l'ingénierie et des opérations
Subject	Contrat – Location d'une niveleuse avec opérateur
File N°	L04 Grader Operator Rental

1) **NATURE/OBJECTIF :**

Le but de ce rapport est d'octroyer un contrat d'une durée de un (1) an à l'entrepreneur Ghyslain Lalonde Entreprise Inc. pour la location d'une niveleuse avec opérateur, afin de faire l'entretien des routes municipales dans le secteur rural.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

N/A

3) **RECOMMANDATION DU SERVICE :**

ATTENDU QUE la location d'une niveleuse avec un opérateur est nécessaire afin de faire le déblaiement adéquat de la neige et l'entretien printanier des routes en gravier dans le secteur rural de la municipalité afin d'atteindre un niveau acceptable des routes.

QU'IL SOIT RÉSOLU que le Conseil municipal adopte un règlement pour autoriser le maire et la greffière à signer un contrat d'une durée de un (1) ans avec Ghyslain Lalonde Entreprise Inc. pour la location d'une niveleuse incluant un (1) opérateur pour effectuer le déblaiement de la neige des routes en gravier dans le secteur rural de la municipalité ainsi que l'entretiens printanier de ces mêmes routes pour une somme de \$186.95 de l'heure.

QU'IL SOIT ÉGALEMENT RÉSOLU qu'une somme de \$110.00 par jour soit payée à l'entrepreneur en temps d'attente lorsque l'équipement est non utilisé.

QU'IL SOIT ÉGALEMENT RÉSOLU qu'un montant de 250 heures minimum pour la saison hivernal soit payé à l'entrepreneur pour la durée du contrat tel que recommandé dans le rapport INF2018-043.

WHEREAS, the rental of a grader with an operator is required in order to properly clear the snow and the spring maintenance to adequately maintain the gravel roads in the rural sector of the municipality in order to reach an acceptable level or roads.

BE IT RESOLVED that the Council adopt a By-Law to authorize the Mayor and the City Clerk to sign a one-year contract with Ghyslain Lalonde Entreprise for the rental of a grader including one (1) operator to clear snow from gravel roads in the rural area of the municipality and the spring maintenance of these roads for \$186.95 per hour.

BE IT FURTHER RESOLVED that the contractor be paid \$110.00 per day in waiting time when the equipment is not in use.

BE IT FURTHER RESOLVED that a minimum of 250 hours for the winter season be paid to the contractor for the duration of the contract as recommended in the report INF2018-043.

4) **HISTORIQUE :**

Historiquement, la municipalité a toujours fait la location à contrat d'une niveleuse (grader) pour faire le déblaiement de la neige et l'entretien des routes l'été d'un secteur de routes en gravier en milieu rural.

La Cité de Clarence-Rockland fait l'entretien de 110 km de chemin de gravier avec l'aide de deux niveleuses appartenues par la Cité et d'une niveleuse avec opérateur en location. Comparativement, la Cité a sept camions tandem pour entretenir 125 km de chemins asphaltés.

L'utilisation de trois niveleuses pour faire l'entretien de nos chemins de gravier est nécessaire afin de maintenir un niveau acceptable et sécuritaire et pour rencontrer les standards minimums d'entretien de la province. Les niveleuses sont utilisées pour déblayer la neige des routes en gravier l'hiver et elles servent à niveler celles-ci au printemps, à l'été et à l'automne au besoin.

La dernière circulation d'appel d'offres a été lancée en automne 2015. Cet appel d'offre se voulait d'offrir un contrat initial de deux ans avec une possibilité de prolongement de deux (2) fois un (1) ans chacun. Le Département a prolongé ce contrat de deux fois un (1) ans chacun.

Dans le dernier 10 ans l'Entreprise Ghyslain Lalonde Entrerpise Inc. a toujours été le plus bas soumissionnaire et le département a toujours été satisfait de ses services.

5) **DISCUSSION :**

Cette année, le service a choisi de retourner en soumission pour la location d'une niveleuse avec opérateur à contrat pour une durée de 1 an avec une possibilité d'extension de deux périodes de 1 an chacun. Les termes du contrat sont les mêmes qu'auparavant et inclut que l'entrepreneur doit avoir une pièce d'équipement en attente ainsi

qu'assumer tous les coûts associés aux opérations tel, le diesel, les bris mécanique ect..

Le document de soumission a été publié sur Merx ainsi que le site Web de la Cité le 7 septembre, 2018. Seulement une soumission a été reçue. L'ouverture de la soumission a été faite le 21 septembre 2018. La soumissions reçu est comme suit;

	Entrepreneur	Prix soumis (excl. TVH)
1	Ghyslain Lalonde Entreprise Inc.	\$186.95/heure
	Quart de travail minimum	8 heures
	Temps d'attente	\$110.00/jour

Vous trouverez plus bas un tableau qui démontre les taux des trois (3) dernières années afin de les comparer au taux de soumission reçu pour 2018-2019.

	2016	2017	2018	2019
Entrepreneur	Ghyslain Lalonde Inc.	Ghyslain Lalonde Inc.	Ghyslain Lalonde Inc.	Ghyslain Lalonde Inc.
Taux à l'heure	\$165.49	\$165.49	\$165.49	\$186.95
Temps d'attente (\$)	\$60 / jour	\$60 / jour	\$60 / jour	\$110.00 / jour
Minimum d'heure par appelle	8 heures	8 heures	8 heures	8 heures
Minimum heure saison hivernal	250 heures	250 heures	250 heures	250 heures

Frais associé à la soumission;

- Payer du temps d'attente est la norme dans l'industrie. Ceci assure que l'équipement est toujours à notre disposition pour faire les opérations de déneigement.
- Le contrat stipule que nous allons payer un minimum de 250 heures pour la saison hivernal. La moyenne des heures payés au cours des 5 dernières années pour les opérations de déneigement à contrat a été de 340 heures par hivers. Le contrat stipule aussi qu'un minimum de 8 heures sera payé à chaque fois que l'entrepreneur est appelé pour nettoyer son circuit. Chaque évènement d'hiver ou l'entrepreneur doit sortir avec son

équipement pour débayer son parcours préétablis lui prend entre 8 et 10 heures.

La moyenne des coûts hivernaux associés au service contractuel de déblaiement des routes des 4 dernières années est de \$55,000.

Pour 2017 cette activité a coûté \$63,000. La projection pour 2018 est estimée à \$72,000.

En 2017 nous avons dû faire appel au service contractuel plus qu'à l'habitude car nous avons un poste que nous n'avons pu combler aux travaux public.

6) **CONSULTATION:**

N/A

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

N/A

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

Une somme de \$55,000 a été approuvé au budget 2018 pour le déblaiement des routes à contrat pour la saison d'hiver. En date d'aujourd'hui une somme de \$57,000 a été dépensé. Nous prévoyons qu'il en coûtera \$72,000 pour cette activité en 2018, cette prévision avait été inclus lors du dernier rapport de budget au 31 août 2018.

En considérant que 340 heures est la moyenne des heures que l'entrepreneur a fait durant les quatre (4) derniers hivers nous pouvons estimer qu'il en coutera \$80,000 incluant le temps d'attente pour cette activité en 2019.

Une pression budgétaire de \$25,000 sera incluse dans la préparation du budget d'opération de 2019.

Les coûts d'opérations hivernales sont difficile a estimé et son dépendants de la météo.

9) **IMPLICATIONS LEGAL :**

Les normes minimales de la province relir à l'entretien des routes doivent être respectées afin de minimisées les risques de poursuite en justice et d'être tenu responsable en cas d'accident grave.

10) **GESTION DU RISQUE :**

Afin de minimisé les risques d'accidents et de réclamations associé à l'entretiens des routes, il est impératif que les normes minimales de la province pour l'entretien des routes soient respectées. Le besoin

d'octroyé un contrat est donc nécessaire.

11) **IMPLICATIONS STRATEGIQUES :**

En entretenant les routes municipales selon les normes minimales de la province la municipalité rencontre sa mission et son engagement à offrir une qualité de vie à ses contribuables.

12) **DOCUMENTS D'APPUI :**

Règlement 2018-XXX
Contrat



CLIENT-SUPPLIER AGREEMENT

CLIENT-SUPPLIER AGREEMENT (CSA)

THIS CLIENT-SUPPLIER AGREEMENT, made in triplicate, to supply a grader, a duly licensed operator and to provide all fuel, maintenance and other service as necessary to ensure that the safety and performance standards of the Ministry of Transportation, Ontario and the City are met.

Dated: **01--OCT-2018**.

BETWEEN:

**City of Clarence-Rockland
1560 Laurier Street
Rockland, Ontario
K4K1P7**

- and -

Ghyslaine Lalonde Enterprise

WHEREAS the Supplier entered into an Agreement with City of Clarence-Rockland for the provision of Resources;

AND WHEREAS the Client has decided to become a Client as defined under the Agreement by entering into this Client-Supplier Agreement (the “CSA”);

NOW THEREFORE in consideration of their respective agreements set out below and subject to the terms of the quotation the parties covenant and agree as follows:

Article 1.0 - Definitions

Unless otherwise specified in the CSA, capitalized words and phrases shall have the meaning set out in the Request for Quotation. When used in the CSA, the following words and phrases have the following meanings:

“**Rates**” means the applicable price for the Resources, as defined in the Request for Quotation;

“**Term**” means the period of time from the effective date first above written up to and including the later of (a) DD-MM-YYYY or (b) the expiry date of any extension to the CSA; which in any event shall be no later than the expiry of the Request for Quotation or any extension thereto.

Article 2.0 – Representatives for Client-Supplier Agreement

2.1 The Supplier's representative for purposes of this CSA shall be:

**Ghyslain Lalonde
Ghyslain Lalonde Enterprise**

**3133 Chemin Lalonde
St-Pascal, Ontario
K0A 3N0**

**Phone: 613-487-2821
maxsweeping@gmail.com**

2.2 The Client representative for purposes of this Agreement shall be:

**Yves Rousselle
613-446-6022 Ext: 2235**

Article 3.0 – Resources, Rates and Payment Process

- 3.1 The Supplier agrees to provide the Resources to the Client as described in the Request for Quotation in accordance with the Rates set out.
- 3.2 The Supplier shall adhere to the time lines set out in the Schedule “A” (Assignment).
- 3.3 The Client may request changes to the particular Assignment, which may include altering, adding to, or deleting any of the Resources. The Supplier shall comply with all reasonable Client change requests and the performance of such request shall be in accordance with the terms and conditions of the Request for Quotation and CSA, including the Rates for such Resources set out in the Request for Quotation. Any changes requested must be authorized in writing by the Client and accepted by the Supplier in writing in accordance with Article 10.3 of this CSA.

Article 4.0 - Rates and Payment

- 4.1 Provided that the Services are satisfactory to the Client, the Client shall pay the Supplier in accordance with the prices provided in the Supplier’s Proposal which forms part of the Request for Quotation. For convenience, the applicable Rates for this Assignment are set out below.

\$186.95 Hourly Excluding HST

- 4.2 The Client will pay the Supplier by way of cheque or by electronic transfer funds.
- 4.3 The Supplier shall bill the Client for Services in accordance with Article 4.1 above.

Article 5.0 - Insurance

- 5.1 The Supplier shall furnish a Certificate of Insurance to the Client in accordance with the insurance requirements set out in the Request for Quotation
- 5.2 The Supplier shall ensure that the Client is named as an additional insured party under the Supplier’s insurance policy put in effect and maintained pursuant to the Request for Quotation.
- 5.3 The Contractor shall indemnify and hold harmless the City, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City and against all losses, liabilities, judgments, claims, suits, demands or expenses which the City may sustain, suffer or be put to resulting from or arising out of the Contractor’s omissions, or failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the Contractor, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Contractor.

- 5.4 The Contractor, during the term of the contract, at its expense, shall take out and keep in full force and affect the following insurance policies:
- Commercial General Liability insurance insuring all services, operations, products, and work as described in the contract. The policy will be extended to include bodily injury, property damage, personal injury and advertising injury, contractual liability, products-completed operations, contingent employer's, and owners and contractors protective liability to a limit of not less than two million dollars (\$2,000,000) per occurrence.
 - Non-owned automobile insurance to a limit of not less than one million dollars (\$1,000,000) and;
 - If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of not less than one million dollars (\$1,000,000).

All policies of insurance shall:

- Be written with an insurer licensed to do business in the Province of Ontario;
- contain an undertaking by the insurers to notify the City of Clarence-Rockland in writing not less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law;
- be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the City of Clarence-Rockland and;
- any deductible amounts will be borne by the Contractor.
- Upon notification of intent to award the Contract and within ten (10) business days, the Contractor shall provide to the City of Clarence-Rockland proof of insurance on a form of a certificate of insurance which has been signed by an authorized representative of the insurer which references the appropriate bid number. The Contractor will make available complete certified copies of all applicable insurance policies for examination if required by the City.
- Certificates of Insurance evidencing renewal or replacement of policies shall be delivered to the City within fifteen (15) business days prior to the expiration or replacement of the current policies, without demand by the City.
- The City reserves the right to require the Contractor to purchase such additional insurance coverage as the City may reasonably require. The City reserves the right to request such higher limits of insurance or otherwise alter the types of insurance coverage requirements as the City may reasonably require from time to time.
- It shall be the sole responsibility of the contractor to determine what additional insurance coverage and limits are necessary to fulfill its obligations in accordance to the contract.

Article 6.0 - Dispute resolution and Termination

- 6.1 Where the Supplier fails to comply with any of its obligations under the Contract, the Client may issue a rectification notice to the Supplier setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice the Supplier shall either (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Client. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan and subsequently comply with such rectification plan the Client may immediately terminate the CSA. Where the Supplier has been given a prior rectification notice,

the same subsequent type of non-compliance by the Supplier shall allow the Client to immediately terminate the CSA, without issuing a further rectification notice.

6.2 Supplier's Obligations on Termination

The Supplier shall, in addition to its other obligations under the Contract and at law:

- (a) provide the Client with a report detailing (i) the current state of the provision of Resources by the Supplier at the date of termination; and (ii) any other information requested by the Client pertaining to the provision of the Resources and performance of the CSA;
- (b) execute such documentation as may be required by the Client to give effect to the termination of the CSA; and
- (c) comply with any reasonable instructions provided by the Client, including but not limited to instructions for facilitating the transfer of the Supplier's obligation to another person.

6.3 Supplier's Payment Upon Termination

A Client shall only be responsible for the payment of the Resources supplied on or before the effective date of any termination of the CSA. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Resources performed or money paid prior to termination. In addition to its other rights of hold back or set off, the Client may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

6.4 Termination in Addition to Other Rights

The express rights of termination in the CSA are in addition to and shall in no way limit any rights or remedies of the Client under the CSA, at law or in equity.

6.5 Termination on Notice

Client reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior written notice to the Supplier.

6.6 Survival upon Termination

In the event that the City terminates the Request for Quotation with the Supplier prior to the expiry of this CSA but does not terminate this CSA at the same time, the terms of the Request for Quotation shall survive and continue to apply to this CSA.

Article 7.0 - Publicity

- 7.1 Any publicity or publications related to this CSA or the Services shall be at the sole discretion of the Client. The Client may, in its sole discretion, acknowledge the Services of the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Client without the prior written consent of the Client.

Article 8.0 - Legal Relationship between Client, Supplier and Third-Parties

8.1 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power to enter into the CSA and there is no agreement with any other Person, which would in any way interfere with the rights of the Client under this CSA.

8.2 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them.

8.3 Independent Contractor

This CSA is for a particular and non-exclusive service. The Supplier shall have no power or authority to bind the Client or to assume or create any obligation or responsibility, express or implied, on the Client's behalf, or to hold itself out as an agent, employee or partner of the Client. Nothing in the CSA shall have the effect of creating an employment, partnership or Institution relationship between the Client and the Supplier. For the purposes of this paragraph, the Supplier includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

8.4 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the CSA or any monies due under it without the prior written consent of the Client. Such consent shall be in the sole discretion of the Client and subject to the terms and conditions that may be imposed by the Client. Without limiting the generality of the conditions which the Client may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of the Request for Quotation and CSA as far as applicable to those parts of the Resources provided by the subcontractor. Nothing contained in the Request for Quotation or CSA shall create a contractual relationship between any subcontractor or its employees and the Client.

Article 9 – General

9.1 Severability

If any term or condition of the CSA, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the CSA, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

9.2 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the CSA where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the CSA would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this CSA due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the CSA by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the CSA, at law or in equity.

9.3 Changes By Written Amendment Only

Any changes to the CSA shall be by written amendment signed by both parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

9.4 Confidential Information

Client agrees that it shall comply with any and all usage or license requirements established or required by the City with respect to the confidentiality of Supplier information, on any website established by the City for utilization by the Client in connection with matters related to this CSA.

IN WITNESS WHEREOF the parties hereto have executed this Client-Supplier Agreement as of the date first above written.

City of Clarence-Rockland

Signature: _____

Name: _____

Title: _____

Date of Signature: _____

Ghyslaine Lalonde Enterprise

Signature: _____

Name: _____

Title: _____

Date of Signature: _____

I have authority to bind the Supplier.

SCHEDULE A TO CLIENT-SUPPLIER AGREEMENT

ASSIGNMENT

To supply a grader, a duly licensed operator and to provide all fuel, maintenance and other service as necessary to ensure that the vehicle covered by this agreement meets with the safety and performance standards of the Ministry of Transportation, Ontario.

The City will guarantee 250 hours to the Contractor from 01-NOV-2018 to 15-MAY-2019.

The equipment and the operator shall be available for work 24 hours per day, 7 days per week, from approximately 01-November-2018 to 15-May-2019 (lifting of half loads restriction) of each year. Actual start and finish dates shall be determined by the City representative. The Contractor must have sufficient staff to operate continuously, if necessary during this period.

The contract may be extended at the City's discretion for an additional two (2) one (1)-year terms. The contract renewals will be based on the same terms and conditions and upon mutual agreement between the proponents and the City contingent upon a sufficient budget and / or Council approval if applicable.

The City will adjust each year extended by the Ontario Consumer Price Index (CPI) for the previous year as published by Statistics Canada for the whole of Ontario.

The intent is to use the grader on a call up period during other periods of the year.

Further, the owner shall cooperate with, and he will ensure the cooperation of his operator(s) in fulfilling all aspects of the work as may be from time to time, assigned by the City or other supervisory personnel, in such fashion or manner as requisite to good performance.

The equipment tendered must be in good mechanical and operational condition and will be subject to inspection and approval by the Operations Manager or his authorized representative.

The Contractor shall have at his disposal reasonable back-up equipment to perform his designated duties should the need arise.

A Global Positioning System (GPS) may be installed on the Contractor's equipment shortly after the contract is awarded. The GPS will be installed and maintained by the Municipality and at no cost to the Contractor. The GPS will mostly be used to address requests and complaints from residents and also to clear up discrepancies for billable hours between the Municipality and the Contractors.

The Contractor shall submit in writing, the names, addresses and telephone numbers of all operators to the City or his representative not later than 31-OCT-2018. The operators shall be subject to testing and approval by the City or his representative.

The Contractor shall be responsible for training his staff to carry out the work described under the terms of this contract. Training must take place outside working hours and at no cost to the municipality.

The Contractor must be available by telephone and be on location of operations on a mutually agreed time after being called. No answering service shall be allowed, direct lines only.

No other contractors shall be used unless the City or his representative is notified in advance of the names and telephone numbers of the persons to be added to the list. These persons shall be subject to testing as set out in this.

Time to be counted as working hours starts when the equipment and operator commence grading operations and continues until the operations are completed and released by the City or his representative. Lunch breaks shall not be included as part of the working hours. If the operations commence again within one hour of the completion of the first completion, the time shall run without interruption. To be eligible for continuous payment during this period of less than one hour, the operators must be standing by ready to continue. If the period between operations is greater than one hour, the hourly rate shall not be paid for the time between operations. The City will guarantee 250 hours to the Contractor during the peak winter period. The number of hours to be worked throughout this contract is subject to the amount of precipitation and accumulation.

Any breakdown during a call-out shall be reported immediately to the City Representative in charge.

No fuel premiums will be paid.

Work will start when the contractor leaves the municipal garage and ends when he gets back to the municipal garage.

An eight hour shift is guaranteed for each shift.

A \$110.00 (sixty dollars) a day standby fee will be provided during the winter peak period, 01-November-2018 to 15-May-2019 inclusive. The daily standby fee will also be paid out when the contractor conducts a daily run.

Supplier must provide a two hour call up response time during the winter peak period from 01-November-2018 to 15-May-2019.

The City will provide a 24 hour notice of call up during off-peak periods, (i.e. gravel operations).

The Contractor shall ensure that the operations that are subject to this contract shall at all times rate in priority above the performance of operations under any contract with any other private or public body or person.

The Contractor must inspect with the Operations Manager or his representative all grading operations noting the location of utility plant, mail boxes, signs, guide rails, retaining walls, homes and other buildings close to the roadway. The Contractor must ensure that no damage is caused to such installations during the course of his maintenance operations. If such damage results, then the Contractor acknowledge that he shall be responsible for the cost of repairing the damages to the satisfaction of the Operations Manager or his representative.

The Contractor shall be responsible for repairing any damages done to private or municipal property, during the course of his work. Repairs shall be carried out to the satisfaction of the City or his representative.

The following documents, as listed, shall be submitted prior to or at the time of signing an agreement or prior to the issuance of a PO:

- Insurance Certificate;
- a current copy of the Workplace Safety and Insurance Clearance Certificate, and
- Accessibility Standards for Customer Service Training Acknowledgement Form

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NO. 2018-XX

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO SIGN A ONE-YEAR AGREEMENT WITH GHYSLAIN LALONDE ENTERPRISE FOR THE RENTAL OF A GRADER INCLUDING AN OPERATOR.

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

WHEREAS the Council of the Corporation of the City of Clarence-Rockland deems it expedient to sign an agreement with Ghyslain Lalonde Enterprise for the rental of a grader including an operator for a term of 1 year for the snow clearing operations and summer maintenance of gravel roads in the rural area.

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 Ghyslain Lalonde Enterprise for the rental of a grader including an operator for a term of 1 year at \$186.95/hr, \$110.00/day on standby and a minimum of 250 hours from Nov 1, 2018 to May 15, 2019 for the snow clearing operations. The rate of \$186.95/hr also applies to the summer maintenance of gravel roads in the rural area;
- 2. THAT** the contract may be extended at the City's discretion for an additional two (2) one (1)-year terms.
- 3. THAT** the agreement be in the form hereto annexed and marked as Schedule "A" to this by-law;
- 4. THAT** this by-law shall come into force on the day of its adoption.

READ, PASSED AND ADOPTED BY COUNCIL THIS ____ DAY OF _____ 2018.

GUY DESJARDINS, MAYOR

MONIQUE OUELLET, CLERK



RAPPORT N° LOI2018-10-02

Date	10/10/2018
Soumis par	Jean-Luc Jubinville
Objet	Achat de deux systèmes de bande de patinoire – Parc Hammond & Laviolette
# du dossier	Cliquez ici pour entrer du texte.

1) **NATURE / OBJECTIF :**

Ce rapport a deux objectifs :

- 1- Obtenir l'autorisation du conseil municipal afin de procéder à la signature d'entente pour l'achat et l'installation de deux systèmes de bande de patinoires pour le parc de Hammond et le parc Laviolette.
- 2- Obtenir l'approbation du conseil municipal afin de procéder à un transfert de fonds provenant du budget de « Fins de parc » afin de financer l'achat des bandes de patinoire.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

Lors du processus budgétaire 2018, le conseil municipal a accepté un montant de 60 000\$ au budget capital afin de procéder à l'installation de deux systèmes de bande de patinoires.

3) **RECOMMANDATION DU SERVICE:**

ATTENDU QUE le budget capital 2018 pour l'achat et l'installation des bandes de patinoires au parc de Hammond et au parc Laviolette est de 60 000\$; et

ATTENDU QUE les soumissions obtenues pour l'achat et l'installation des bandes de patinoires sont beaucoup plus élevées qu'anticipées dû à l'augmentation substantielle des prix des métaux; et

QU'IL SOIT RÉSOLU QUE le conseil municipal autorise le transfert de 25 000\$ des fonds de « du revenu différé des frais relatifs aux terrains à vocation de parc » vers le budget d'achat et d'installation des bandes de patinoires du parc de Hammond et du parc Laviolette; et

QU'IL SOIT RÉSOLU QUE le conseil municipal accorde le contrat d'achat et d'installation de deux systèmes de bandes de patinoires

pour les parcs de Hammond et le parc Laviolette à Permafib inc. pour un montant total de 80 623.64\$ + TVH, et

QU'IL SOIT RÉSOLU QUE le conseil municipal adopte un règlement pour autoriser le maire et la greffière à signer l'entente d'achat et d'installation de deux systèmes de bande de patinoires pour les parcs de Hammond et le parc Laviolette, tel que recommandé

WHEREAS the 2018 capital budget for the purchase and installation of the rink boards at Hammond Park and Laviolette Park is \$ 60,000; and

WHEREAS the bids for the purchase and installation of the ice rink boards are much higher than anticipated due to the substantial increase in metal prices; and

BE IT RESOLVED THAT the City Council authorize the transfer of \$ 25,000 from the "Park in Lieu" deferred revenue to the Hammond and Laviolette park rink board purchase and installation budget; and

BE IT RESOLVED THAT Municipal Council awards the Hammond and Laviollette park rink board purchase and installation contract to Permafib Inc. for an amount of 80 623.64\$, and

BE IT RESOLVED THAT Municipal Council adopt a By-Law to authorize the Mayor and the Clerk to sign the Hammond and Laviolette park rink board purchase and installation contract; as recommended.

4) **HISTORIQUE :**

Les Services communautaires ont commencé depuis l'an dernier un processus de modernisation des systèmes de bande de tous les parcs. L'an dernier les bandes de patinoire en bois du parc Dalrymple ont été remplacées par des bandes de patinoire en aluminium et en « Puck Board » (même matériaux que des bandes de patinoire intérieure). Ce nouveau système a une durée de vie beaucoup plus grande que les bandes de bois et permet d'offrir aux utilisateurs une qualité d'infrastructure supérieure.

Les systèmes de bande de patinoire actuels dans le parc de Hammond et Laviolette sont en très mauvaises état. Les systèmes actuels sont en bois traités et ont été installés plusieurs années passées. Ces deux systèmes de bande se doivent d'être changés afin d'assurer un service de qualité aux utilisateurs.

5) **DISCUSSION :**

Options pour le conseil municipal : Plusieurs options s’offrent au conseil municipal afin de régler cette situation. Voici les 4 options jugées possibles par le département.

1- Accepter les réquisitions obtenues et augmenter le budget :

Tel qu’indiquer dans le présent rapport, le conseil municipal peut transférer les fonds nécessaires des fonds manquants (25 000\$) « du revenu différé des frais relatifs aux terrains à vocation de parc » envers le projet et procéder à la signature du contrat. Les Services communautaires recommande cette option.

2- Construire seulement des bandes de bois :

Le conseil peut décider de retourner aux systèmes de bandes de bois. Voici une comparaison rapide des deux systèmes :

	<u>Aluminium & plastique</u>	<u>Bois</u>
<u>Coût</u>	40 000\$	15 000\$ à 20 000\$
<u>Durée de vie</u>	25 à 35 ans	10 à 15 ans
<u>Entretien</u>	Minime durant toute la durée de vie de l’installation	Élevé après les 5 premières années
<u>Qualité de l’installation</u>	Élevé	Pauvre
<u>Risque de blessure dû à l’installation</u>	Minime pour la durée de vie de l’installation	Élevé après les 5 premières années
<u>Esthétique</u>		

3- Procéder à l’installation d’un seul système :

Le conseil peut décider d’installer un seul des deux systèmes cette année et apporter un nouveau projet capital en 2019 pour l’installation du système de bande manquant. Le conseil devra décider de lequel des deux systèmes installés.

4- Rejeter les réquisitions et abandonner le projet pour 2018 :

Le conseil peut décider d'abandonner complètement les deux systèmes et ne rien faire cette année. Les Services communautaires peuvent amener un projet au budget capital 2019 afin de combler le manque à gagner.

Expérience du fournisseur :

L'entrepreneur choisi a réussi à bien démontrer son expérience dans le domaine de l'installation de système de bande de patinoire extérieur. L'entrepreneur sélectionné est celui qui a installé le système de bande au parc Dalrymple.

Prix à la hausse :

Tous les prix obtenus par l'entremise du processus de soumission étaient plus élevés qu'anticipés. L'explication première justifiant la hausse des prix est la hausse des prix des métaux qui a suivi les mesures de taxation supplémentaire appliqué par les États-Unis dans les derniers mois.

6) **CONSULTATION :**

N/A

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

N/A

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

Nous avons reçu deux prix pour cette réquisition :

Permafib Inc.	80 623.64\$
Welmar Recreational Products	87 580.00\$

Voici un résumé du budget :

<u>Revenus</u>	
Budget capital 2018	60 000.00\$
Transfert – « des frais relatifs aux terrains à vocation de parc »	25 000.00\$
TOTAL	85 000.00\$
<u>Dépenses</u>	
Contrat - Permafib	80 623.64\$
Taxes	1 451.21\$
Contingence	2 925.15\$
TOTAL	85 000.00

Solde des revenus différés des frais relatifs aux terrains à vocation de parc	
Solde disponible au 3 octobre 2018	\$42,964.23
LOI2018-10-02 Bandes de patinoire	25 000.00\$

Solde disponible au 10 octobre 2018	17 964.23\$
--	--------------------

9) **IMPLICATIONS LÉGALES :**

N/A

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

Le nouveau système de bande proposé diminue considérablement les blessures possibles dû à la qualité des matériaux. Les bandes de bois se détériore avec les années ce qui cause un plus grand nombre de brisure et donc un risque plus élevé de blessure.

11) **IMPLICATIONS STRATÉGIQUES :**

N/A

12) **DOCUMENTS D'APPUI:**

- Schedule A - Purchase Order
- Règlement 2018-XX
- By-Law 2018-61 Cash-in-lieu of Parkland Conveyance

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NO. 2018-141

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO AWARD A CONTRACT TO PERMAFIB 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 Permafib Inc for the purchase and installation of two rink board systems for the Hammond Park and Laviolette Park.

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

1. **THAT** Council authorizes the Mayor and the Clerk to sign a purchase order to award a contract to Permafib Inc. for the purchase and installation of two rink board systems for the Hammond Park and Laviolette Park, in the amount of \$80,623.64 (excluding HST);
2. **THAT** the purchase order 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



CITY OF/CITE DE CLARENCE-ROCKLAND
CITY OF/CITE DE CLARENCE-ROCKLAND
1560 LAURIER
ROCKLAND ON K4K 1P7
Tel. (613) 446-6022
Fax (613) 446-1497
HST No. TVH: 87244 5960 RT 0001

INVOICE TO: CITY OF/CITE DE CLARENCE-ROCKLAND
FACTURER À: 1560 LAURIER
ROCKLAND ON K4K 1P7
Tel. (613) 446-6022
Fax (613) 446-1497

*** COPY ***

1560 LAURIER
ROCKLAND ON K4K 1P7
Tel. (613) 446-6022
Fax (613) 446-1497

PURCHASE ORDER NO
BON DE COMMANDE NO 299
THE ABOVE NUMBER MUST APPEAR
ON ALL DOCUMENTS RELATING TO THIS ORDER.
LE NUMÉRO CI-DESSUS DOIT ÊTRE INSCRIT SUR TOUT
DOCUMENT RELIÉ À CETTE COMMANDE.

VENDOR/FOURNISSEUR:

PERMAFIB
2170 DE LA PROVINCE
LONGUEUIL QC J4G 1R7

SHIP TO/EXPÉDIÉ À: City of Clarence-Rockland

1560 LAURIER STREET
ROCKLAND ON K4K 1P7

Re-printed Date: 02-Oct-2018

**REQUISITION NUMBER/
DEMANDE D'ACHAT NO:** 336

PAGE: 1

ORDER DATE/DATE DE COMMANDE: 02-Oct-2018

TERMS/TERMES:

DATE REQUIRED/DATE VOULUE: 02-Oct-2018

SPECIAL INSTRUCTIONS/INSTRUCTIONS PARTICULIÈRES: Installation for rink boards at Lavolette Park - GL 2-4-7250-9021

DEPARTMENT/DÉPARTEMENT: COMS Community Services				F.O.B./F.A.B.:		SHIP BY/EXPÉDIÉ PAR:		
DATE		QUANTITY QUANTITÉ	UM	DESCRIPTION	PRODUCT CODE CODE DU PRODUIT	BIN LOCATION EMPLACEMENT	UNIT PRICE PRIX UNITAIRE	COST CÔÛT
		1.0000		RINK BOARDS			0.00	27930.00
		1.0000		RINK NETTING			0.00	6344.09
		1.0000		RINK INSTALLATION			0.00	4787.73
		1.0000		PROTECTIVE BOARD			0.00	1250.00
SUB TOTAL/TOTAL PARTIEL								40311.82
HST/TVH								5240.53
TOTAL								45552.35

SIGNATURE

PURCHASING OFFICIAL / AUCHETEUR



CITY OF/CITE DE CLARENCE-ROCKLAND
CITY OF/CITE DE CLARENCE-ROCKLAND
1560 LAURIER
ROCKLAND ON K4K 1P7
Tel. (613) 446-6022
Fax (613) 446-1497
IST No. TVH : 87244 5960 RT 0001

INVOICE TO: CITY OF/CITE DE CLARENCE-ROCKLAND
FACTURER À: 1560 LAURIER
 ROCKLAND ON K4K 1P7
 Tel. (613) 446-6022
 Fax (613) 446-1497

*** COPY ***

PURCHASE ORDER NO 300
BON DE COMMANDE NO 300

THE ABOVE NUMBER MUST APPEAR
 ON ALL DOCUMENTS RELATING TO THIS ORDER.
 LE NUMÉRO CI-DESSUS DOIT ÊTRE INSCRIT SUR TOUT
 DOCUMENT RELATIF À CETTE COMMANDE

VENDOR/FOURNISSEUR:

SHIP TO/EXPÉDIÉ À: City of Clarence-Rockland

Re-printed Date: 02-Oct-2018

PERMAFIB
2170 DE LA PROVINCE
LONGUEUIL QC J4G 1R7

15601 AVALIER STREET
ROCKY AND ON K4K 1P7

REQUISITION NUMBER/
DEMANDE D'ACHAT NO: 337

PAGE: 1 **ORDER DATE/DATE DE COMMANDE: 02-Oct-2018**

TERMS/TERMES:

DATE REQUIRED/DATE VOULUE: 02-Oct-2018

SPECIAL INSTRUCTIONS/INSTRUCTIONS PARTICULIÈRES: Installation for rink boards at Hammond Park - GL 2-4-7250-9415

DEPARTMENT/DÉPARTEMENT: COMS Community Services						F.O.B./F.A.B.:		SHIP BY/EXPÉDIÉ PAR:		
DATE			QUANTITY QUANTITÉ	UM	DESCRIPTION	PRODUCT CODE CODE DU PRODUIT	BIN LOCATION EMPLACEMENT	UNIT PRICE PRX UNITAIRE	COST CÔÛT	
			1.0000		RINK BOARDS			0.00	27930.00	
			1.0000		RINK NETTING			0.00	6344.09	
			1.0000		RINK INSTALLATION			0.00	4787.73	
			1.0000		PROTECTIVE BOARD			0.00	1250.00	
SUB TOTAL/TOTAL PARTIEL										
HST/TVH										
TOTAL										
SIGNATURE										
PURCHASING OFFICIAL / AUCHETEUR										

**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
BY-LAW 2018-61**

**BEING A BY-LAW TO PROVIDE FOR THE CONVEYANCE OF LAND FOR
PARK OR OTHER RECREATIONAL PURPOSES, OR CASH-IN-LIEU OF
PARKLAND CONVEYANCE**

WHEREAS section 42, 51.1 and 53 of the *Planning Act, R.S.O. 1990, c.P13*, as amended, authorize local municipalities to pass by-laws requiring that land or cash-in-lieu thereof be conveyed to the local municipality as a condition of development or redevelopment of land, the subdivision of land, or the granting of provisional consent over land;

AND WHEREAS the Council of the Corporation of the City of Clarence-Rockland has adopted policies within its Official Plan pertaining to the conveyance of land or cash-in-lieu thereof to the City as a condition of development or redevelopment of land, the subdivision of land, or the granting of provisional consent over land under the *Planning Act*;

AND WHEREAS the Council of the Corporation of the City of Clarence-Rockland deems it necessary and expedient to enact a by-law to provide for the provision of lands for park or other public recreational purposes and the use of alternative requirements therefor;

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

1. TITLE, SCOPE AND INTENT

- 1.1 This By-law shall be known and cited as the "Parkland Dedication By-law" of the City of Clarence-Rockland.
- 1.2 This By-law shall apply to all lands within the geographic boundary of the City of Clarence-Rockland.
- 1.3 The intent of this By-law is to enable the City of Clarence-Rockland to provide land for public parks or other public recreation purposes. The City is permitted to require the conveyance of parkland or cash-in-lieu of parkland as a condition of development or redevelopment, subdivision of land, or the granting of provisional consent as regulated under the *Planning Act*. Land conveyed to the City under this By-law shall be used for Parkland or other public recreational purposes, subject to the policies of the Official Plan and this By-law and provincial laws.

2. DEFINITIONS

2.1 For the purposes of interpretation of this By-law, the following definitions shall apply:

- (a) **"Affordable Housing"** means:
 - i. in the case of ownership housing, the least expensive of:
 - 1. housing for which the purchase price results in annual accommodation costs which do not exceed 30 percent of gross annual household income for low and moderate income households; or
 - 2. housing for which the purchase price is at least 10 percent below the average purchase price of a resale unit in the regional market area;
 - ii. in the case of rental housing, the least expensive of:
 - 1. a unit for which the rent does not exceed 30 percent of gross annual household income for low and moderate income households; or
 - 2. a unit for which the rent is at or below the average market rent of a unit in the regional market area.
- (b) **"Cash-in-Lieu"** means a payment of money for park or other public recreational purposes which is collected in lieu of a conveyance of land which would otherwise be required to be conveyed pursuant to the parkland provisions of the *Planning Act*.
- (c) **"City"** means the Corporation of the City of Clarence-Rockland, as represented by the Director of Infrastructure and Planning.
- (d) **"City User Fees By-law"** means the City of Clarence-Rockland User Fees By-law.
- (e) **"Convey/Conveyed"** means to deed or transfer land for park or other public recreational purposes.
- (f) **"Development"** means:
 - i. any construction, erection or placing on land of one or more buildings or structures, or making of an addition or alteration to a building or structure which has the effect of substantially increasing the size or usability thereof, or laying out and establishment of a commercial parking lot that is subject to Site Plan Control as per the City's Site Plan Control By-law;
 - ii. the creation of one or more lots through the granting of consent, via plan of subdivision, or via plan of condominium;

and includes redevelopment.

- (g) **"Director of Infrastructure and Planning"** means the Director of the Infrastructure and Planning Department of the City of Clarence-Rockland or his authorized agent.
- (h) **"Director of Community Services"** means the Director of the Community Services Department of the City of Clarence-Rockland or his authorized agent.
- (i) **"Dwelling Unit"** means a place of residence with one or more habitable rooms containing separate kitchen and bathroom facilities for private use as a single housekeeping unit.
- (j) **"Gross Floor Area"** means the aggregate area of a building contained within the exterior walls, but does not include attic or basement space unless otherwise specified. Where attic space is located adjacent to floor area as described above and exceeds a headroom clearance of 1.8 metres at any given point, the entire attic space shall be included as floor area.
- (k) **"Gross Land Area"** means the land area of the entire development site, including the parcel of land which is to be dedicated for park purposes, including any easements, roadways and stormwater management facilities etc., but excluding roads, road rights-of-way, and areas that have been dedicated to the local municipality or other public agency or lands designated as Environmental Protection Area or similar designation.
- (l) **"Market Appraisal"** means a written opinion of fair market value of one or more parcels of land supported by presentation and analysis of relevant data by a certified accredited appraiser.
- (m) **"Market Value"** means the monetary price a property would be expected to bring in a competitive and open market, as of the specified date, under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming price is not affected by undue stimulus.
- (n) **"Mixed Use"** means the physical integration of residential and commercial, industrial or others uses within a building or structure or separate buildings or structures on the lands proposed for Development.
- (o) **"Not-for-Profit Organization"** means a corporation registered as a charity and regulated under the *Not-for-Profit Corporations Act*, 2010 or regulated by one or more provincial and/or federal act(s).

- (p) **"Official Plan"** means the Official Plan of the Urban Area of the City of Clarence Rockland in effect at the time, the Bourget Official Plan in effect at the time, and the Official Plan of the United Counties of Prescott and Russell in effect at the time.
- (q) **"Parkland"** means developable lands that are suitable for the development of a recreational area, playground, playing fields or similar use and may also include community recreational and leisure facilities, accessory buildings or structures such as a maintenance building, washroom or canteen.
- (r) **"Planning Act"** means the *Planning Act*, R. S. O. 1990 as amended or replaced.
- (s) **"Second Unit"** means:
 - i. the use of two residential units in a detached house, semi-detached house or rowhouse if no building or structure ancillary to the detached house, semi-detached house or rowhouse contains a residential unit; and
 - ii. the use of a residential unit in a building or structure ancillary to a detached house, semi-detached house or rowhouse if the detached house, semi-detached house or rowhouse contains a single residential unit.
- (t) **"Subsidized Housing"** means rental dwelling units where rent is based on rentgeared- to-income (RGI) and does not exceed 30 per cent of gross annual household income up to a defined minimum.

3. INTERPRETATION

- 3.1 Unless otherwise defined, the words and phrases used in this By-law have their normal and ordinary meaning.
- 3.2 This By-law is gender neutral and, accordingly, any reference to one gender includes the other.
- 3.3 Words in the singular include the plural and words in the plural include the singular.
- 3.4 Headings and the table of contents are inserted for convenience of reference purposes only, form no part of this by-law and shall not affect in any way the meaning or interpretation of the provisions of this by-law.

4. PARKLAND DEDICATION

- 4.1 As a condition Development, the City shall require the conveyance of land for park or other public recreational purpose at the rates defined herein.

Commercial and Industrial uses

- 4.2 Where land is developed for commercial or industrial use, the City shall require the conveyance of land for park or other public recreational purpose at a rate of 2% of the gross land area being developed, redeveloped or subdivided.

Residential uses and other uses

- 4.3 Where land is developed for residential use, the City shall require the conveyance of land for park or other public recreational purpose at a rate of 5% of the gross land area being developed, redeveloped or subdivided.
- 4.4 Where land is developed for residential use and where the density is greater than 35 units per hectare, the City may require that the rate used to determine the parkland conveyance be one (1) hectare for each 300 dwelling units proposed, but for mid-high rise apartments, as defined by the City's Zoning by-law, this parkland conveyance will not exceed a maximum of 10% of the land area of the site being developed.

Mixed Uses

- 4.5 When land is developed for Mixed Uses, the land to be conveyed shall be as follows:
- (a) For Mixed uses on a site, the land to be Conveyed shall be the sum of the requirements proportionate to the site area allocated to each use at the rates set out in sections 4.2, 4.3, and 4.4.
 - (b) For Mixed Uses within a building, the land to be conveyed shall be the sum of the requirements proportionate to the gross floor area allocated to each use at the rates set out in sections 4.2, 4.3, and 4.4.

Single lot created by consent

- 4.6 Where land is severed for commercial or industrial use, the City shall require the conveyance of land for park or other public recreational purpose at a rate of 2% of the gross land area being severed.

- 4.7 Where land is severed for residential use, the City shall require the conveyance of land for park or other public recreational purpose at a rate of 5% of the gross land area being severed.

City's determination

- 4.8 The parkland conveyance requirements will be determined at the time of development review and the amount of land will be identified as a condition of approval.
- 4.9 The location and configuration of land required to be conveyed shall be determined by and at the discretion of the City. All conveyances shall be free of any and all encumbrances.

5. LANDS SUITABLE FOR PARKLAND CONVEYANCE

- 5.1 The City may accept land for passive and active Parkland and other public recreational purposes. These lands conveyed to the City shall be in a location and physical condition satisfactory to the Director of Infrastructure and Planning and to the Director of Community Services. Any land parcel configuration, size or location that is constrained or deemed undesirable, as determined by the Director of Infrastructure and Planning or by the Director of Community Services, shall not be acceptable as Parkland Conveyance. Factors that will be considered in determining suitability for conveyance include, but are not limited to the following:
- (a) Open frontage on a public road which provides visibility and accessibility;
 - (b) Adequate size and configuration to accommodate park amenities such as sports fields, playgrounds, and programmable open space as required;
 - (c) Physical state, including lot grading and drainage, to accommodate park amenities such as sports fields, playgrounds, and programmable open space as required;
 - (d) Abutting complementary land uses;
 - (e) Consistent with the Official Plan policies for the area and for parks and leisure areas;
 - (f) Connectivity to the existing trail system, where possible;
 - (g) Pedestrian and cyclist access, including direct access to existing or planned Parkland;
 - (h) Opportunities to co-locate with schools;

- (i) Public access to the Ottawa River;
- (j) Equitable distribution within the community; and
- (k) Connectivity to existing and planned parks and open spaces.

6. LANDS NOT SUITABLE FOR PARKLAND CONVEYANCE

6.1 Land that is considered not suitable for park or other public recreational purpose will not be counted towards the amount of land required to be conveyed in order to fulfill the requirements in Section 4 of this By-law. Such land may include, but is not limited to:

- (a) Hazardous or flood prone areas;
- (b) Steep or unstable slopes;
- (c) Any land having unsuitable or unstable soil conditions for intended recreation facilities;
- (d) Utility rights-of-way or easements;
- (e) Any land containing an easement, encumbrance or right-of-use that limits or restricts the City's use of the land;
- (f) Any land subject to a no-touch/no-development setback;
- (g) Stormwater management facilities;
- (h) Provincial or locally significant wetlands or woodlands;
- (i) Required setbacks and buffer lands from natural features such as wetlands and watercourses;
- (j) Roadways or walkways being conveyed for non-parkland purposes;
- (k) Lands that are deemed to be contaminated; and
- (l) Lands determined to be unsuitable as Parkland by the Director of Infrastructure and Planning or by the Director of Community Services.

6.2 Any land that has been or is to be conveyed to the City for stormwater management facilities, for flood plain or conservation purposes, for roadways, walkways or any other non-parkland purpose, will not be credited against the required parkland conveyance or cash-in-lieu thereof.

6.3 Where conveyance of land for park purposes is not feasible within the site being developed, the City may consider the conveyance of land outside of the site being developed if the City is satisfied that

the land provides a benefit to the residents of the land being developed.

7. CASH-IN-LIEU OF PARKLAND DEDICATION

- 7.1 As an alternative to the conveyance of land, the City may require, at its discretion, the payment of money equal to the value of lands otherwise required to be conveyed under this By-law, or a combination of land and money.
- 7.2 Generally, the City may, in the following circumstances, require the payment of cash-in-lieu instead of accepting a conveyance of land:
 - (a) Where there is no land that is either usable or functional on the site for parkland or recreational purposes;
 - (b) Where the conveyance of parkland from the site would reduce the number of dwelling units or the floor space area of the development to the extent that the development is unfeasible;
 - (c) Where the City has identified land in a more appropriate or accessible location and that has been or is to be acquired by the City;
 - (d) Where the area being developed or redeveloped is already well served with parkland; or
 - (e) For the creation of a lot by consent.
- 7.3 The decision whether or not to require a conveyance of land, payment of cash-in-lieu or accepting a conveyance or combination therein, will be made by the Director of Infrastructure and Planning on the advice of the Director of Community Services at the time of development review.
- 7.4 Where Cash-in-Lieu of Parkland is required, the City shall require that the payment be in the amount of the value of the land otherwise to be conveyed as per section 4 of this By-law.
- 7.5 Notwithstanding section 7.4, where the conveyance of Parkland for residential uses is required at a rate of 1 hectare per 300 Dwelling Units, the Cash-in-Lieu payment shall be calculated based on the value of land required to be conveyed at a rate of 1 hectare per 500 Dwelling Units.

8. VALUATION OF LAND

8.1 Where Cash-in-Lieu of Parkland is required, the value of the land shall be determined by:

- (a) A market appraisal or a letter of opinion, obtained by and at the owner's expense, approved by the Director of Infrastructure and Planning, as of the day before the granting of the draft approval for development by way of plan of subdivision or condominium, and the day before the granting of provisional consent for a consent application; or
- (b) A market appraisal or a letter of opinion, obtained by and at the owner's expense, approved by the Director of Infrastructure and Planning, as of the day before planning approval is given for a development by way of site plan control; or
- (a) The most recent land sale record of the subject property, no more than 12 months prior to the date of the agreement, reviewed and accepted by the Director of Infrastructure and Planning; provided the sale was at market value and there has been no change that may impact the land value, including but not limited to changes in the zoning, Official Plan designation, or severance.

9. EXEMPTIONS

9.1 No conveyance of land or payment of cash-in-lieu under this by-law is required in the case of the development of a building that was accidentally damaged or demolished so long as:

- (a) The building continues to be used for the same purpose after it is repaired, replaced or rebuilt; and
- (b) There is no increase in number of dwelling units or (gross) floor area.

9.2 No conveyance of land or payment of cash-in-lieu under this by-law is required in the case of the development of:

- (a) An addition or alteration to an existing residential building that does not result in an increase in dwelling units;
- (b) A new agricultural lot;
- (c) A place of worship;
- (d) A cemetery;
- (e) A non-profit rental or not-for-profit sponsored ownership residential development or other development that provides

public facilities or services and that is undertaken by a non-profit organization;

- (f) A college or university or a school as defined by subsection 1(1) of the *Education Act*, where the school provides for the student's outdoor recreational needs on-site at the time of development;
- (g) A municipal or other government use;
- (h) A second unit as defined in this By-law or a garden suite as defined in the City's Zoning By-law;
- (i) A home-based business or a home industry as defined in the City's Zoning By-law;
- (j) An addition or alteration to an existing commercial or industrial building that does not require site plan control approval as per the *Planning Act* or the Site Plan Control By-law;
- (k) A temporary use for which an approval has been granted under section 39 of the *Planning Act*; or
- (l) Any development of a use undertaken in partnership with the City.

9.3 No conveyance of land or payment of cash-in-lieu under this by-law is required for:

- (a) A change of use from residential to commercial or industrial or for the alteration of an existing building from a change of use from residential to commercial or industrial; or
- (b) A change of use from commercial or industrial to another commercial or industrial use, or for the alteration of an existing building resulting in a change of use from commercial or industrial to another commercial or industrial use.

9.4 Parkland requirements for Conveyance shall be reduced for Developments and Redevelopments by Not-for-Profit Organizations for Subsidized and Affordable Housing. The reduction in Parkland required for Conveyance or the equivalent Cash-in-Lieu will be proportionate to the percentage of Affordable and/or Subsidized Dwelling Units. This reduction shall be calculated as one per cent of the land area of the land to be conveyed or one percent of the total payment of Cash-in-Lieu for each one per cent of the total number of units in the development which are Affordable and/or Subsidized Dwelling Units.

10. CREDITS FOR PREVIOUS CONVEYANCES

- 10.1 Notwithstanding Sections 4 and 7 of this By-law, where it is known or can be demonstrated that the required parkland conveyance or cash-in-lieu thereof has been previously satisfied in accordance with the *Planning Act*, no additional conveyance or payment will be required in respect of subsequent Development unless:
- (a) There is a change in the proposed Development which would increase the density of the development providing a net unit gain; or
 - (b) Land originally proposed for Development for commercial or industrial purposes is now proposed for Development for other purposes.
- 10.2 Land or Cash-in-Lieu required to be conveyed or paid to the City for park or other public recreation purposes pursuant to Sections 4 or 7 of this By-law shall be reduced by the amount of land or Cash-in-Lieu previously received by the City in accordance with the *Planning Act* in respect of the land being Developed.

11. TIMING OF PARKLAND CONVEYANCE OR OF CASH-IN-LIEU PAYMENT

- 11.1 Where land is required to be conveyed to the City in accordance with Section 4 of this By-law, the lands shall be conveyed as follows:
- (a) In the case of Development to be approved pursuant to sections 51 or 53 of the *Planning Act*, the City may require the Conveyance of land as a condition of approval, and said lands shall be Conveyed to the City either prior to or immediately upon registration of the plan or the consent being given, as determined by the Director of Infrastructure and Planning or by the Director of Community Services;
 - (b) In the case of Development where land has not been conveyed or has not been required pursuant to sections 51. 1 or 53 of the *Planning Act*, the City shall require the conveyance of land as a condition of Development prior to building permit issuance, in accordance with section 41 of the *Planning Act*.
- 11.2 Where Cash-in-Lieu of Parkland is required to be paid to the City in accordance with Sections 7 and 8 of this By-law, the payment shall be made as follows:
- (a) For Development where the City has required the payment of Cash-in-Lieu of Parkland as a condition of an approval or

consent, pursuant to sections 51.1 or 53 of the *Planning Act*, the Cash-in- Lieu payment shall be paid prior to plan registration or the consent being given;

- (b) For Development approved via Site Plan Control pursuant to section 41 of the *Planning Act*, where Cash-in-Lieu has not been required pursuant to sections 51.1 or 53 of the *Planning Act*, the Cash-in-Lieu payment shall be paid upon signing of a Site Plan Agreement or prior to the issuance of the first building permit in respect of the Development as per section 42 (6.1) of the *Planning Act*.

12. DISPUTES

12.1 In the event of a dispute between the City and the Owner on the value of land as determined under Section 8 of this By-law:

- (a) Either party may apply to the Local Planning Appeals Tribunal to have the value of the land determined.
- (b) For development, the Owner may pay the amount required under protest and shall make an application to the Local Planning Appeals Tribunal in accordance with the provisions under Section 42 of the *Planning Act*.

13. ADMINISTRATION

13.1 This By-law will be administered by the Director of Infrastructure and Planning, the Director of Community Services, and the Treasurer.

13.2 All money received by the City as a requirement under section 7, and all money received on the sale of any land required to be conveyed under section 4, less any amount spent by the City out of its general funds in respect of the land, shall be paid into a special account referred to as the Cash-in-lieu – Parkland Account, and spent only for the acquisition of land to be used for park or other public recreational purposes, including the erection, improvement or repair of buildings and the acquisition of machinery for park or other public recreational purposes.

13.3 The money in the Cash-in-lieu – Parkland Account may be invested in securities in which the City is permitted to invest under the Municipal Act 2001, and the earnings derived from the investment of the money shall be paid into the Cash-in-lieu – Parkland Account, and the auditor in the auditor's annual report shall report on the activities and status of the account.

13.4 The Treasurer shall maintain a record of all lands and cash-in-lieu received including all expenditures from the cash-in-lieu of parkland reserve fund and shall present this information to Council in the form of an annual financial statement which shall be made available to the public.

13.5 The statement required under section 13.4 shall include, for the preceding year:

(a) Statements of the opening and closing balances of the special account and of the transactions relating to the account;

(b) Statements identifying:

- i. Any land or machinery acquired during the year with funds from the special account;
- ii. Any building erected, improved or repaired during the year with funds from the special account;
- iii. Details of the amounts spent; and
- iv. For each asset mentioned in subclauses i and ii, the manner in which any capital cost not funded from the special account was or will be funded; and

(c) Any other information that is prescribed.

13.6 Council may, by resolution, vary any of the requirements for parkland dedication or payment in lieu thereof set out in this By-law.

13.7 Should any section or part of this by-law be declared or determined by a court or tribunal of competent jurisdiction to be invalid that portion of this by-law shall be considered to be severed from the balance of this by-law, which will continue to operate in full force and effect.

READ, PASSED AND ADOPTED BY COUNCIL, THIS 23RD DAY OF MAY 2018.



Guy Desjardins, Mayor



Monique Ouellet, Clerk