



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

April 1, 2019, 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 5
4. Delegations / Presentations
5. Petitions / Correspondence
 - 5.1 Letter from Elaine Cole in regard to the traffic lights on Laurier and Laporte streets 7
6. Notice of Motion
 - 6.1 Notice of motion presented by Mayor Guy Desjardins in order to amend a decision made for Fire/EMS Station
7. Comment/Question Period

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

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

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

9. Committee/Staff Reports

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10. Other items

11. Adjournment



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

le 1 avril 2019, 20 h 00

Salle du Conseil

415 rue Lemay Street, Clarence Creek, Ont.

Pages

1. Ouverture de la réunion
2. Adoption de l'ordre du jour
3. Déclarations d'intérêts pécuniaires 5
4. Délégations / Présentations
5. Pétitions / Correspondance
- 5.1 Lettre de Elaine Cole concernant le feu de circulation des rues Laurier et Laporte 7
6. Avis de motion
- 6.1 Avis de motion du maire Guy Desjardins dans le but d'amender une décision prise au sujet de la caserne/station d'ambulance
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	Panneaux solaires sur une propriété de la Cité - 464 du Ruisseau	9
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9.11	Plan de travail GI-TI	243
9.12	Initiative Smart City	271

10. Autres items

11. Ajournement



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).

18 mars 2019

Monsieur Guy Desjardins, Maire
Cité de Clarence-Rockland

Objet : Feux de circulation – rues Laurier et Laporte

Monsieur Desjardins,

La présente est à l'effet de vous informer d'une situation potentiellement dangereuse concernant les feux de circulation à l'intersection des rues Laurier et Laporte.

Les feux de circulation à cette intersection ne prévoient pas de flèche ou de clignotant qui permet aux automobilistes qui circulent sur la rue Laurier, en direction ouest et est, d'effectuer un virage à gauche sur la rue Laporte, en direction nord et sud, en toute sécurité.

Les automobilistes qui souhaitent effectuer un virage à gauche sur la rue Laporte rencontrent souvent ceux qui poursuivent leur chemin vers l'ouest ou vers l'est sur la rue Laurier en utilisant les voies de circulation de droite qui permettent également les virages à droite sur la rue Laporte.

Je crois que les feux de circulation de l'intersection des rues Laurier et Laporte devraient prévoir un feu clignotant au début du cycle afin de permettre aux automobilistes d'effectuer un virage à gauche sur la rue Laporte (en direction nord et sud) en toute sécurité.

Je vous remercie à l'avance pour votre implication dans ce dossier.

Sincèrement,

Elaine Cole
3051, Cercle Lemay
Rockland, K4K 1A7



REPORT N° AMÉ-19-31-R

Date	19/03/2019
Submitted by	Marie-Eve Bélanger
Subject	Solar panel on City property at 464 du Ruisseau
File N°	464 du Ruisseau

1) **NATURE/GOAL :**

The goal of this report is to make a decision on the solar panels that are located on City property on Block 25 of Plan 50M-225.

2) **DIRECTIVE/PREVIOUS POLICY :**

On November 5th, 2018, Council deferred the following resolution:

"Whereas Committee of the whole received on May 7th, 2018, a letter from Mr. Jacques Taillefer, owner of 464 du Ruisseau, regarding the encroachment of his solar panels on municipal property;

Whereas during this meeting, the Committee of the Whole mandated the administration to obtain a legal advice from the City's legal Counsel in order to evaluate Mr. Taillefer's proposal; and

Whereas the legal counsel and insurance company advice demonstrates that an agreement with the owner should require many criteria, which could be an issue due to the situation;

Be it resolved that Council ask that the solar panels, being the property of the owner at 464 du Ruisseau, be removed from City property, as recommended in report AMÉ-18-08-R."

3) **DEPARTMENT'S RECOMMENDATION :**

THAT the Committee of the Whole recommends to Council that the solar panels be removed from City property and that it be returned to its natural state.

QUE le comité plénier recommande au conseil que les panneaux solaires soient enlevés du terrain de la Cité et que le terrain soit retourné à son état naturel.

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 his 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 inquired if he could continue using the City's property for the 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 has 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 and 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.

Under the Subdivision Agreement, it is indicated that any new development or buildings must be setback 15 metres from the top of bank of the Blais Creek. This was a condition of the Ministry of Natural Resources at the time.

The solar panels are currently located at approximately 10 metres from the creek itself. It is not clear where the top of bank is located but it is clear that the 15-metre setback is not respected in this case.

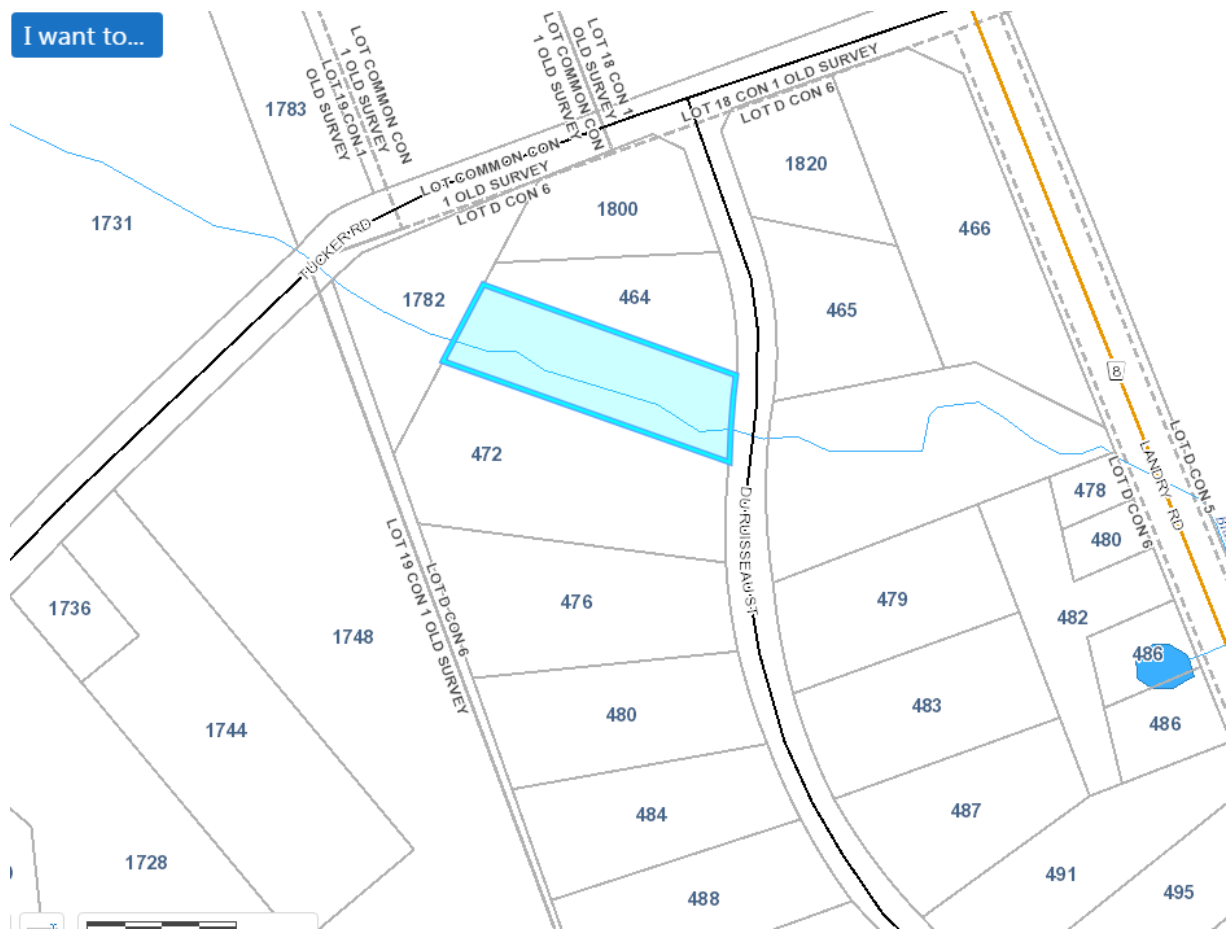


Figure 1: Keymap showing the location of the subject property outlined in red and Blais Creek in blue

Mr. Jacques Taillefer, the original 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.

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 suggested 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

Following Council's meeting of November 5th, 2018, Council had decided that the file be deferred for 3 months pending more information from South Nation Conservation.

South Nation has advised the City that although the solar panel's removal will probably create more harm for the environment than leaving it there, at some point in time, the panels will reach its end of life cycle and would need to be removed. As such, the removal will likely harm the environment one way or another.

The Department does not recommend that land be transferred to the property owner since it is only a temporary structure. This would also create a negative precedent for encroachments in the City.

The idea of a license of occupation seemed a better option for the owners, however, they advised us that the panels cannot be insured (based on their insurance company) since it is not on their land. This license would need to be signed without a liability insurance.

As such, the Department deems that the solar panels should be removed from City property and that the land should return to its natural state.

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:

n/a



REPORT N° HR 2019-08

Date	26/02/2019
Submitted by	Gerry Lalonde
Subject	Council Group Benefits
File N°	HR 2019-08

1) **NATURE/GOAL :**

The nature of this report is to provide additional information to Council regarding participation in the Ontario Municipal Employees Retirement System (OMERS) and Great West Life (GWL) group benefits in regard to the Head of Council and Councillors.

2) **DIRECTIVE/PREVIOUS POLICY :**

Council through the Mayor requested information in regards to the cost associated for Council's participation in OMERS and GWL.

3) **DEPARTMENT'S RECOMMENDATION :**

That report HR 2019-08 be received for information.

4) **BACKGROUND :**

The Head of Council and Councillors have not participated in the OMERS and GWL programs in the past.

5) **DISCUSSION :**

Great West Life (GWL)

Group insurance provides a mechanism for employers to provide employee benefits as part of an employee's total compensation package outside of government-provided benefit programs. Group insurance benefits currently provided by the City of Clarence-Rockland to employees include;

- Short Term Disability Insurance
- Long Term Disability Insurance
- Health Insurance
- Dental Insurance
- Life Insurance
- Dependant Life Insurance

For most employees the City pays 90% of the premium of the insurance plans provided to employees. The employee must pay 10% of the premiums.

Ontario Municipal Employees Retirement System (OMERS)

OMERS allow only two enrollment options;

1. Mayor on his own
2. All council members including the Mayor.

A by-law would be required to authorize the Mayor or all of Council's participation in the program. Note that Council members are not allowed to participate in the program if the mayor does not participate.

6) **CONSULTATION :**

N/a

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

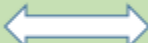

N/a

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

The cost for the Ontario Municipal Employees Retirement System (OMERS) is equal to 9% of the gross salary for both the employee and the City. The total cost to the City for adding OMERS for the Head of Council and Councillors is \$26,104 annually.

Ontario Municipal Employees Retirement System (OMERS)					
Cost to Employee			Cost to City		
	Per Pay	Annualized		Per Pay	Annualized
Mayor	\$ 180	\$ 4,680		\$ 180	\$ 4,680
Councillor	\$ 103	\$ 2,678		\$ 103	\$ 2,678
Total cost (Mayor+ 8 Councillors)		\$ 26,104	Total cost (Mayor + 8 Councillors)		\$ 26,104

Depending on the option chosen by Council for group insurance, the annual cost to the City could vary between \$13,590 to \$34,974.

<u>Great West Life (GWL)</u>			
<u>Option Plan 1- Life & ADD Flat \$20,000</u>			
Cost to Employee			
Single Coverage		Family Plan	
Per Pay	Annualized	Per Pay	Annualized
\$ 6.46	\$ 168.00	\$ 16.23	\$ 422.00
Cost to City			
Single Coverage		Family Plan	
Per Pay	Annualized	Per Pay	Annualized
\$ 58.08	\$ 1,510.00	\$ 146.08	\$ 3,798.00
Total cost (Mayor+ 8 Councillors)	\$ 13,590		\$ 34,182
<u>Option Plan 2- Life & ADD Flat \$50,000</u>			
Cost to Employee			
Single Coverage		Family Plan	
Per Pay	Annualized	Per Pay	Annualized
\$ 6.81	\$ 177.00	\$ 16.58	\$ 431.00
Cost to City			
Single Coverage		Family Plan	
Per Pay	Annualized	Per Pay	Annualized
\$ 61.46	\$ 1,598.00	\$ 149.46	\$ 3,886.00
Total cost (Mayor+ 8 Councillors)	\$ 14,382		\$ 34,974

Recommended funding source, contingency.

- 9) **LEGAL IMPLICATIONS:**
N/a
- 10) **RISK MANAGEMENT:**
N/a
- 11) **STRATEGIC IMPLICATIONS:**
Strategic Pillar- Health and Wellness
- 12) **SUPPORTING DOCUMENTS:**
Option Plan 1- Life & ADD Flat \$20,000

Option Plan 2- Life & ADD Flat \$50,000

City of Clarence Rockland**Option Plan 1 - Life & ADD Flat \$20,000****Member Council - Benefits**

LIFE INSURANCE	<i>Great West Life Policy 136826</i>
Benefit amount	Flat \$20,000
Reduction	50% at age 65
Termination	End of term
AD&D	<i>SSQ Policy 1NH00</i>
Benefit amount	Equal to Life
Reduction	50% at age 65
Termination	Earliest of age 80 or end of term
DEPENDENT LIFE	<i>Great West Life Policy 136826</i>
Benefit amount	Spouse - \$15,000 & Child \$2,000
Termination	End of term
EXTENDED HEALTH CARE	<i>Great West Life Policy 136826</i>
Deductible	N/A
Reimbursement	100% - Vision care and out of country emergency 90% - all other expenses
Maximums	\$15,000 per calendar year drug expenses
Vision Care	\$300 every 24 months
Eye Examinations	1 exam every 24 months
Hospital	Semi-Private
Drug Plan Description	Drugs legally requiring a prescription
- Exclusions	Erectile dysfunction drugs
- Limitations	Smoking Cessations \$500 per lifetime
Private Duty Nursing	\$5,000 to a maximum of 12 months
Chiropractor	\$1,100 per calendar year combined with all other paramedical practitioners
Osteopath, Physiotherapist and Podiatrists	\$1,100 per calendar year combined with all other paramedical practitioners
Psychologists/Social Workers	\$1,100 per calendar year combined with all other paramedical practitioners
Speech Therapist, Naturopath, Massage Therapist, Acupuncture, occupational Therapist	\$1,100 per calendar year combined with all other paramedical practitioners
Custom-made orthopaedic Shoes or modifications	\$100 per calendar year combined with Orthotics
Custom-made orthotics	\$100 per calendar year combined with Orthopaedic shoes
Hearing Aids	\$1,000 every 5 years
Medical Equip. & Supplies	Eligible
Termination	End of term
TRAVEL	<i>Great West Life Policy 136826</i>
Benefit Maximum	Unlimited
Trip Duration	Equal to OHIP
Termination	End of term
DENTAL	<i>Great West Life Policy 136826</i>
Benefit	Basic - 90% Major - 50%
Maximum	Basic & Major - \$3,000 per calendar year combined
ODA Fee Schedule	Current
Recall Frequency	Twice per calendar year
Termination	End of term

City of Clarence Rockland**Option Plan 2 - Life & ADD Flat \$50,000****Member Council - Benefits**

LIFE INSURANCE	<i>Great West Life Policy 136826</i>
Benefit amount	Flat \$50,000
Reduction	50% at age 65
Termination	End of term
AD&D	<i>SSQ Policy 1NH00</i>
Benefit amount	Equal to Life
Reduction	50% at age 65
Termination	Earliest of age 80 or end of term
DEPENDENT LIFE	<i>Great West Life Policy 136826</i>
Benefit amount	Spouse - \$15,000 & Child \$2,000
Termination	End of term
EXTENDED HEALTH CARE	<i>Great West Life Policy 136826</i>
Deductible	N/A
Reimbursement	100% - Vision care and out of country emergency 90% - all other expenses
Maximums	\$15,000 per calendar year drug expenses
Vision Care	\$300 every 24 months
Eye Examinations	1 exam every 24 months
Hospital	Semi-Private
Drug Plan Description	Drugs legally requiring a prescription
- Exclusions	Erectile dysfunction drugs
- Limitations	Smoking Cessations \$500 per lifetime
Private Duty Nursing	\$5,000 to a maximum of 12 months
Chiropractor	\$1,100 per calendar year combined with all other paramedical practitioners
Osteopath, Physiotherapist and Podiatrists	\$1,100 per calendar year combined with all other paramedical practitioners
Psychologists/Social Workers	\$1,100 per calendar year combined with all other paramedical practitioners
Speech Therapist, Naturopath, Massage Therapist, Acupuncture, occupational Therapist	\$1,100 per calendar year combined with all other paramedical practitioners
Custom-made orthopaedic Shoes or modifications	\$100 per calendar year combined with Orthotics
Custom-made orthotics	\$100 per calendar year combined with Orthopaedic shoes
Hearing Aids	\$1,000 every 5 years
Medical Equip. & Supplies	Eligible
Termination	End of term
TRAVEL	<i>Great West Life Policy 136826</i>
Benefit Maximum	Unlimited
Trip Duration	Equal to OHIP
Termination	End of term
DENTAL	<i>Great West Life Policy 136826</i>
Benefit	Basic - 90% Major - 50%
Maximum	Basic & Major - \$3,000 per calendar year combined
ODA Fee Schedule	Current
Recall Frequency	Twice per calendar year
Termination	End of term



REPORT N° CLERK2019-06

Date	01/04/2019
Submitted by	Monique Ouellet, Clerk
Subject	Code of Conduct, Complaint Protocol, Council and Staff Relations Policy
File N°	

1) **NATURE/GOAL :**

The purpose of this report is to recommend that Council's Code of Conduct be revised to ensure its compliance with new legislation and to further recommend that a Code of Conduct for committees and volunteers be established, and that a Complaint Protocol as well as a Council and Staff Relations Policy be adopted.

2) **DIRECTIVE/PREVIOUS POLICY :**

- By-law 2013-116, establishing a Code of Conduct

3) **DEPARTMENT'S RECOMMENDATION :**

THAT the Committee of the Whole recommends that Council adopts a by-law to establish a newly revised Code of Conduct for Council, a Code of Conduct for Committees and Volunteers, Code of Conduct Complaint Protocols, Request for Advice Protocol/Form, as well as a Council and Staff Relations Policy, as recommended in Report No. CLERK2019-06.

QUE le Comité plénier recommande que le conseil adopte un règlement pour établir un nouveau Code de déontologie pour les membres du conseil, un Code de déontologie pour les membres des comités et les bénévoles, des protocoles de plaintes relatifs au Codes de déontologie, un protocole/formulaire pour les requêtes d'avis, ainsi qu'une politique relative aux relations entre les membres du conseil et les employés, tel que recommandé au rapport no. CLERK2019-06.

4) **BACKGROUND :**

On May 30, 2017, Bill 68, received Royal Assent. At that time, Report No. CLERK2017-12, was presented to Council providing an overview of the new obligations imposed on municipalities through amendments to Ontario's municipal legislation including *the Municipal Act, 2001*, *the Municipal Conflict of Interest Act* and *the Municipal Elections Act, 1996*.

On March 4, 2019, Council appointed Mr. John Saywell as Integrity Commissioner for the City of Clarence-Rockland.

5) **DISCUSSION :**

The role and responsibilities of the Integrity Commissioner, as per section 223.3 (1) of the *Municipal Act, 2001, as amended* is to perform the following functions:

1. The application of the Code of Conduct members of Council and members of Local Boards.
2. The application of any procedures, rules and policies of the Municipality and Local Boards governing the ethical behaviour of members of Council and of Local Boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of Council and Local Boards.
4. Requests from members of Council and Local Boards for advice regarding their obligations under the Code of Conduct applicable to the member.
5. Requests from members of Council and of Local Boards for advice respecting their obligations under a procedure, rule or policy of the municipality or the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of Council and of Local Boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of Council, members of Local Boards, the municipality and the public about the municipality's codes of conduct for members of Council and members of Local Boards and about the *Municipal conflict of Interest Act*.

Further to the appointment of the Integrity Commissioner, it is important for Council to review its Code of Conduct to ensure that it is compliant with the new legislative requirements. Instead of amending the current document, staff is proposing a new Code of Conduct for members of Council as well as for Committees and Volunteers for review and approval.

In addition, it is important to establish complaint protocols as well as establish a manner in which members of Council will proceed in order to obtain advice from the Integrity Commissioner.

Also, paragraph 2.1 of subsection 270(1) of the *Municipal Act, 2001*, provides that municipalities shall adopt and maintain a policy to govern the relations between members of Council and Staff. Therefore, a policy has been drafted and is being submitted for Council's consideration.

Council Code of Conduct

The Council's Code of Conduct Statement of Principles is intended to set a high standard of conduct for members in order to provide good governance and a high level of public confidence in the administration

of the Municipality by its members as duly elected or appointed public representatives to ensure that they each operate from a foundation of integrity, transparency, justice, truth, honesty and courtesy.

As prescribed under Ontario Regulation 55/18, the proposed Code of Conduct addresses the following subject matters:

1. Gifts, benefits and hospitality;
2. Respectful conduct, including conduct toward officers and employees of the municipality or the local board, as the case may be;
3. Confidential information; and
4. Use of Municipal or Local Board property.

A Disclosure Statement Form is included with the Code of Conduct for the disclosure of tokens, mementoes, souvenirs or such gifts or benefits as required.

Committee and Volunteer Code of Conduct

The Committee and Volunteer's Code of Conduct Statement of Principles is intended to ensure that Volunteers and Advisory Committee members carry out their duties with respect, integrity, transparency, justice, truth, honesty and courtesy.

Complaint Protocols

The complaint protocols include both an informal complaint process which will be encouraged initially, and a formal complaint process to be followed should the complainant not be satisfied with the outcome of the informal process or wishes to proceed directly to filing a formal complaint.

A formal Complaint Form which serves as an official declaration by an individual (the complainant) that a member of Council or member of a Committee or a Volunteer has contravened with one or more section(s) of the Code of Conduct, is included as part of the protocols.

Council and Staff Relations Policy

The Council and Staff Relations Policy is intended to set a high standard for relations between Council and Staff in order to provide good governance and instill a high level of public confidence in the administration of the City by its Council as duly elected public representatives and its Staff as public administrators.

Request for Advice –Integrity Commissioner

A Request for Advice Protocol /Form, which shall serve as an official request for advice from the Integrity Commissioner, has been included for consideration and approval.

6) **CONSULTATION:**

These new Codes of Conduct were reviewed and are endorsed the City's appointed Integrity Commissioner, Mr. John Saywell.

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

n/a

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

n/a

9) **LEGAL IMPLICATIONS :**

n/a

10) **RISK MANAGEMENT :**

n/a

11) **STRATEGIC IMPLICATIONS :**

n/a

12) **SUPPORTING DOCUMENTS:**

- Proposed By-law which includes:
 - Council Code of Conduct
 - Committee and Volunteer Code of Conduct
 - Complain Protocols
 - Council and Staff Relations Policy
 - Request for Advice Protocol/Form
- By-law No. 2013-116 (Current Code of Conduct)

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW 2019-xx

BEING A BY-LAW TO ESTABLISH A CODE OF CONDUCT FOR MEMBERS OF MUNICIPAL COUNCIL, COMMITTEE MEMBERS AND VOLUNTEERS COMPLAINT PROTOCOLS, ADVICE REQUEST PROTOCOL AND TO ADOPT A COUNCIL AND STAFF RELATIONS POLICY.

WHEREAS the *Municipal Act 2001*, S.O. 2001, c 25, Section 223.2 (1) provides that a municipality shall establish codes of conduct for members of the council of the municipality and its local boards; and

WHEREAS the *Municipal Act 2001*, S.O. 2001, c 25, Section 223.3 authorizes a municipality to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to any or all of the responsibilities set out in section 223.3 of the *Municipal Act*, including, but not limited to, the application of the Code of Conduct for Members of Council; and

WHEREAS the *Municipal Act 2001*, S.O. 2001, c 25, Section 270 (1), subsection 2.1 provides that a municipality shall adopt and maintain a policy with respect to the relationship between members of council and the officers and employees of the municipality; and

WHEREAS the Council of the Corporation of the City of Clarence-Rockland deems it expedient and necessary to adopt a revised Code of Conduct for Council, establish a Code of Conduct for Committees and Volunteers, establish Complaint Protocols and establish a Council and Staff Relations Policy;

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

1. That the Council Code of Conduct, attached hereto and forming part of this by-law as Schedule "A", is hereby established and adopted.
2. That the Complaint Protocol for the Council Code of Conduct, attached hereto and forming part of this by-law as Schedule "B", is hereby established and adopted.
3. That the Committee and Volunteer Code of Conduct, attached hereto and forming part of this by-law as Schedule "C", is hereby established and adopted.

4. That the Complaint Protocol for the Committee and Volunteer Code of Conduct, attached hereto and forming part of this by-law as Schedule "D", is hereby established and adopted.
5. That the Council and Staff Relations Policy, attached hereto and forming part of this by-law as Schedule "E", is hereby established and adopted.
6. That the Council Request for Advice Protocol/Form, attached hereto and forming part of this by-law as Schedule "F", is hereby established and adopted.
7. That By-law 2013-116 is hereby repealed upon the adoption of this by-law.
8. That this By-law shall come into force and take effect on the day of its passing.

READ, PASSED AND ADOPTED IN OPEN COUNCIL THIS ____TH DAY OF APRIL 2019.

Guy Desjardins, Mayor

Monique Ouellet, Clerk

Council Code of Conduct

1.0 Policy Statement

The City of Clarence-Rockland is committed to setting a high standard of conduct for Members of Council in order to provide good governance and a high level of public confidence in the administration of the City by its Members as duly elected or appointed public representatives to ensure that they operate from a foundation of integrity, transparency, justice, truth, honesty and courtesy.

2.0 Purpose

The purpose of this Code of Conduct is to establish a general standard to ensure that all Members share a common basis for acceptable conduct, and to which all Members are expected to adhere to and comply with.

3.0 Scope

This Code of Conduct applies to Members of Council. It may be extended to Members of Local Boards as defined in Section 223.1 of the *Municipal Act, 2001*

4.0 Definitions

- a) "Agent" means a representative who acts on behalf of other persons or organizations, but does not include Members performing official duties;
- b) "Assets" means all property of the City, including equipment, financial assets, facilities, land, vehicles, material, paper and electronic documents, inventories, tools, electronic equipment, computers, email, internet services and intellectual property;
- c) "By-Law" means a regulation passed by Council for the government of its affairs;
- d) "Chief Administrative Officer" or "CAO" means the senior executive appointed by Council who is responsible for managing the City;
- e) "City" means the Corporation of the City of Clarence-Rockland.
- f) "Clerk" means the person as appointed by Council pursuant to Section 228 of the *Municipal Act, 2001*
- g) "Confidential Information" means:
 - i. Information in the possession of, or received in confidence by the City, that it is prohibited from disclosing, or has decided to refuse to disclose, under the *Municipal Freedom of Information and Protection of Privacy Act*;
 - ii. A matter that has been debated or discussed at a meeting of Council closed to the public, unless the matter is subsequently discussed in Open Session, or it is authorized to be released by Council;
 - iii. Information concerning litigation, negotiation, or personnel matters; and;
 - iv. Reports of consultants, draft documents and internal communications, which, if disclosed may prejudice the reputation of the City, its officers and employees, or its effective operation.

- h) “Employee” means a person employed by the City, including those employed on a personal services contract and volunteers but does not include Members.
- i) “Family Relationship or Interest » means a situation involving the interest of any family member, specifically:
 - i. spouse, including but not limited to common-law spouse and same-sex partner;
 - ii. child, mother, father, sibling, grandchild, grandparent, aunt, uncle, niece or nephew;
 - iii. parent-in-law or sibling-in-law;
 - iv. step-parent, step-sibling, or step-child;
 - v. parent or child in a relationship where the role of the parent has been assumed; or
 - vi. any person who lives with the Member on a permanent basis.
- j) “Head of Council” means the Mayor or delegate;
- k) “Integrity Commissioner” means a person or persons appointed by Council who is responsible for performing the functions as per section 223.3 of the *Municipal Act, 2001*.
- l) “Local Board” means a local board as defined in Section 223.1 of the *Municipal Act, 2001*.
- m) “Members” means a member of Council or a member of a Local Board.
- n) “Official Duties” means functions performed by Members necessary to provide responsible and accountable governance.
- o) “Personal Information” as defined in the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 (MFIPPA)*, means recorded information about an identifiable individual and includes:
 - i. Information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual;
 - ii. Information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relation to financial transactions in which the individual has been involved;
 - iii. Any identifying number, symbol or other particular assigned to the individual;
 - iv. The address, telephone number, fingerprints or blood type of the individual;
 - v. Correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence;
 - vi. The views or opinions of another individual about the individual;
 - vii. The individual’s name if it appears with other personal information relation to the individual or where the disclosure of the name would reveal other personal information about the individual.

5.0 Policy Requirements

5.1 Statutory Provisions Regulating Conduct

- a) This Code of Conduct complements the existing legislation governing the conduct of Members. The following federal and provincial legislation governs conduct:
 - i. *Municipal Act, 2001*
 - ii. *Municipal Conflict of Interest Act*
 - iii. *Municipal Elections Act, 1996*
 - iv. *Municipal Freedom of Information and Protection of Privacy Act*
 - v. *Provincial Offences Act*
 - vi. *Ontario Human Rights Code*
 - vii. *Criminal Code of Canada.*
- b) Complaints regarding statutory matters outlined in 5.1 a), should be directed to the appropriate process or authority. In the case of any inconsistency between this Code of Conduct and Federal or Provincial statute or regulation, the statute or regulation shall prevail
- c) Members will follow by-laws, policies and decisions of Council as adopted and amended from time to time.

5.2 General Principles and Values

- a) Members shall act in accordance with his/her declaration of office;
- b) Members will respect the role of Council as set out in the *Municipal Act, 2001*;
- c) Members will support the mission, vision and values of the City.
- d) Members will respect the decision-making process of Council by accurately communicating the decision reached by majority of Council, even if they disagree with the outcome.
- e) Members will maintain professionalism, integrity, respect, and trust.
- f) Members will promote open, accountable and transparent local government.
- g) Members will encourage public respect for the City, its by-laws and policies

5.3 Standards of Behaviour and Conduct

5.3.1 Respect and Dignity

- a) Members have a duty to treat members of the public, one another, and staff with respect and without abuse, bullying or intimidation.
- b) Members will ensure their work environment is free from discrimination and harassment.
- c) Members will conduct themselves according to legislative

requirements, including the municipal workplace harassment and violence policies.

- d) Members will observe decorum and conduct themselves as outlined in the procedural by-law.
- e) Members will refrain from public criticism of other Members, staff or any other person that questions their professional reputation, competence and credibility.

5.3.2 Conduct Respecting Staff

- a) Members will be respectful of the fact that staff work for the City and are charged with making recommendations and advice based on political neutrality that reflects their professional expertise and objectivity, without undue influence from any individual member or group of members.
- b) Members acknowledge that only Council as a whole, in a duly called meeting with a quorum present, has the capacity to direct staff members.
- c) Members recognize that the Chief Administrative Officer is the only staff person directly reporting to Council. Members will direct any concerns respecting staff through the Chief Administrative Officer.
- d) Members of Council will not:
 - i. Maliciously or falsely injure the professional or ethical reputation of staff;
 - ii. Compel staff to engage in partisan political activities or be subjected to threats or discrimination for refusing to engage in such activities; or
 - iii. Use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding or influencing any staff member with the intent of interfering in staff's duties.

5.3.3 Gifts, Benefits and Hospitality

- a) Members will not accept a fee, advance, gift or personal benefit connected directly or indirectly to the performance of duties, unless permitted by law.
- b) Members will make decisions free from the influence of gifts, favours, hospitality, and entertainment.
- c) Members will decline any personal gift where the acceptance of

such gift may imply a contractual agreement with or obligation to the donor.

- d) Notwithstanding a), b), and c), Members may accept tokens, mementoes, souvenirs, or such gifts or benefits up to and including a value of \$300.00 that are received as a result of the responsibilities of the office. Tokens, mementoes, souvenirs or gifts with a value greater than \$300.00 shall be the property of the City.
- e) Exceptions outlined in Section 5.3.3 d) must be reported to the Clerk by the Member in writing using Form 2. These exceptions will be reported to Council on an annual basis, at the end of the year.
- f) Members will not seek or obtain by reason of their office any personal privilege or advantage with respect to municipal services not otherwise available to the general public and not following as a result of official duties.

5.3.4 Use of Municipal Assets

- a) Members may only use municipal property, equipment, services or supplies of consequence for official duties or associated community activities, unless previously approved by Council.
- b) Members will comply with corporate policies related to the use of municipal assets, including but not limited to municipal vehicles, municipally owned computers, internet and email.
- c) Members will not seek or gain personal benefit from the use of municipally developed intellectual property, computer programs, technological innovations or other patentable items, while an elected official or thereafter. All such property remains the exclusive property of the City.

5.3.5 Confidentiality, Privacy and Use of Information

- a) All information, documentation or deliberations received, reviewed or taken in closed session meetings are confidential, except as otherwise directed by Council.
- b) Members will not disclose or release by any means to any Member of the public either in verbal or written form any confidential information acquired by virtue of their office, except when required by law to do so.
- c) Requests for information should be referred to the Clerk to be addressed in conformity with the *Municipal Freedom of Information*

and Protection of Privacy Act.

- d) Members will follow the established practices within the City for closed meeting materials.
- e) Members will not use information gained in the execution of their duties that is not available to the general public for any other purpose.

5.3.6 Personal and Political Interests

- a) Members will not use municipal facilities, services or property for personal business gain.
- b) Members will not use the services of employees for personal business during the hours in which the employees are in the paid employment of the City.
- c) Members will not use municipal resources for political purposes, including re-election, in conformity with municipal policy and in compliance with the *Municipal Elections Act*.
- d) Members will not borrow money from any person who regularly does business with the City unless such person is an institution or company whose shares are publicly traded and who is regularly in the business of lending money.
- e) Members will not act as a paid agent before Council or its committees, agencies or boards.
- f) Members will recognize their obligations to follow and respect both the letter and the spirit of the provisions of the *Municipal Act, 2001* as amended and the *Municipal Conflict of Interest Act*, or successor legislation.
- g) Members shall not attempt to influence any outcome or decision regarding or based on a family relationship or interest.

Council Code of Conduct

Complaint Protocol

1.0 Informal Complaint:

Any individual who identifies or witnesses behaviour or activity by a Member that appears to breach the Code of Conduct may pursue the following informal complaint process or proceed directly to filing a formal complaint as defined in section 2:

- a) Advise the Member that the behaviour or activity appears to breach the Code of Conduct;
- b) Encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behaviour or activity;
- c) Document the incidents including dates, times, locations, other persons present, and any other relevant information;
- d) Request the Head of Council or designate to assist in informal discussion of the alleged complaint with the Member in an attempt to resolve the issue;
- e) If applicable, confirm satisfaction with the response of the Member, or if applicable, advise the Member of dissatisfaction with the response; and
- f) Consider the need to pursue the matter in accordance with the formal complaint procedure outlined in section 2.

2.0 Formal Complaint:

Any individual who identifies or witnesses behaviour or an activity by a Member that they believe is in contravention of the Code of Conduct may file a formal complaint in accordance with the following:

- a) All formal complaints shall be made in writing either by using Form 1, or by providing all of the information requested therein, originally signed and filed with the Clerk. All complaints filed with the Clerk will be forwarded directly to the Integrity Commissioner.
- b) The complaint must set out reasonable and probable grounds for the allegation that the Member has contravened the Code of Conduct.
- c) The identity of the complainant shall be protected.
- d) The Integrity Commissioner shall follow a process similar to that depicted in diagram 1 for all complaints received.
- e) If a report is warranted by the Integrity Commissioner, the Integrity Commissioner and/or the Clerk will protect any personal information about the complainant.
- f) Council will review the report of the Integrity Commissioner in closed session due to personal matters about an identifiable individual being the complainant.
- g) Determination of any reprimand will be completed in open session. Council will report out in open session and Council will state its reasons for the decision. If Council decides there was a breach in the code of conduct, Council will decide if there will be a penalty as may be imposed under section 223.4(5) of the *Municipal Act, 2001*.

Committee and Volunteer Code of Conduct

1.0 Policy Statement

The City of Clarence-Rockland values the important contribution of its volunteers, including Advisory Committee members, which are appointed by Council. This Code is intended to ensure that Volunteers and Advisory Committee members carry out their duties with respect, integrity, transparency, justice, truth, honesty and courtesy.

2.0 Purpose

The purpose of this Code of Conduct is to establish a general standard to ensure that all volunteers, including Advisory Committee members share a common basis for acceptable conduct, and to which they are expected to adhere to and comply with.

3.0 Scope

This Code of Conduct applies to persons who volunteer with the City of Clarence-Rockland in a formal way, including Advisory Committees, sub-committees, Task Force and Working Group members. This policy does not apply to members of Council, Local Board, Clarence-Rockland Public Library Board, staff or volunteer firefighters, who must adhere to their own Codes of Conduct.

4.0 Definitions

- a) "Advisory Committee" means a body, primarily made up of citizen appointees with one member of Council serving as Liaison. Providing advice to Council and staff on an area of expertise. The work of the advisory committee is undertaken in keeping with Terms of Reference adopted by Council.;
- b) "By-Law" means a regulation passed by Council for the government of its affairs;
- c) "Chief Administrative Officer" or "CAO" means the senior executive appointed by Council who is responsible for managing the City;
- d) "City" means the Corporation of the City of Clarence-Rockland.
- e) "Clerk" means the person as appointed by Council pursuant to Section 228 of the *Municipal Act, 2001*.
- f) "Confidential Information" means:
 - i. Information in the possession of, or received in confidence by the City, that it is prohibited from disclosing, or has decided to refuse to disclose, under the *Municipal Freedom of Information and Protection of Privacy Act*;
 - ii. A matter that has been debated or discussed at a meeting of Council closed to the public, unless the matter is subsequently discussed in Open Session, or it is authorized to be released by Council;

- iii. Information concerning litigation, negotiation, or personnel matters; and;
 - iv. Reports of consultants, draft documents and internal communications, which, if disclosed may prejudice the reputation of the City, its officers and employees, or its effective operation.
- g) "Employee" means a person employed by the City, including those employed on a personal services contract and volunteers but does not include members.
- h) "Family Relationship or Interest" means a situation involving the interest of any family member, specifically:
 - i. spouse, including but not limited to common-law spouse and same-sex partner;
 - ii. child, mother, father, sibling, grandchild, grandparent, aunt, uncle, niece or nephew;
 - iii. parent-in-law or sibling-in-law;
 - iv. step-parent, step-sibling, or step-child;
 - v. parent or child in a relationship where the role of the parent has been assumed; or
 - vi. any person who lives with the member on a permanent basis.
- i) "Head of Council" means the Mayor or delegate;
- j) "Integrity Commissioner" means a person or persons appointed by Council who is responsible for performing the functions as per section 223.3 of the *Municipal Act, 2001*.
- k) "Local Board" means a local board as defined in Section 223.1 of the *Municipal Act, 2001*.
- l) "Official Duties" means functions performed by volunteers sanctioned by the City of Clarence-Rockland.
- m) "Personal Information" as defined in the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 (MFIPPA)*, means recorded information about an identifiable individual and includes:
 - i. Information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual;
 - ii. Information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relation to financial transactions in which the individual has been involved;
 - iii. Any identifying number, symbol or other particular assigned to the individual;
 - iv. The address, telephone number, fingerprints or blood type of the individual;
 - v. Correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence;
 - vi. The views or opinions of another individual about the individual;
 - vii. The individual's name if it appears with other personal information relation to the individual or where the disclosure of the name would reveal other personal information about the individual.
- n) "Task Force or Working Group" means a body of limited duration established by Council through Terms of Reference to produce recommendations for

Council's consideration.

- o) "Volunteer" means a person who freely offers to take part in an activity, body or undertake a task on behalf of and sanctioned by the City of Clarence-Rockland, and includes Advisory Committees, sub-committees, Task Force and Working Group members.

5.0 Policy Requirements

5.1 Statutory Provisions Regulating Conduct

- a) This Code of Conduct complements the existing legislation governing the conduct of members of Council. The following federal and provincial legislation governs conduct:
 - i. *Municipal Act, 2001*
 - ii. *Municipal Conflict of Interest Act*
 - iii. *Municipal Elections Act, 1996*
 - iv. *Municipal Freedom of Information and Protection of Privacy Act*
 - v. *Provincial Offences Act*
 - vi. *Ontario Human Rights Code*
 - vii. *Criminal Code of Canada*.
- b) Complaints regarding statutory matters outlined in 5.1 a), should be directed to the appropriate process or authority. In the case of any inconsistency between this Code of Conduct and Federal or Provincial statute or regulation, the statute or regulation shall prevail.

5.2 General Principles and Values

- a) Volunteers will support the mission, vision and values of the City.
- b) Volunteers will respect the decision-making process of Council.
- c) Volunteers will maintain professionalism, integrity, respect, and trust.
- d) Volunteers will promote open, accountable and transparent local government.
- e) Volunteers will encourage public respect for the City, its by-laws and policies

5.3 Standards of Behaviour and Conduct

5.3.1 Respect and Dignity

- a) Volunteers have a duty to treat members of the public, one another, and staff with respect and without abuse, bullying or intimidation.
- b) Volunteers will ensure their work environment is free from discrimination and harassment.
- c) Volunteers will conduct themselves according to legislative requirements, including the municipal workplace harassment and violence policies.

- d) Volunteers will observe decorum and conduct themselves as outlined in the procedural by-law and/or Terms of Reference.
- e) Volunteers will refrain from public criticism that questions the professional reputation, competence, and credibility of Council, other volunteers, staff or any other person.
- f) Volunteers will protect and not divulge personal and confidential information obtained or encountered in the course of volunteering.

5.3.2 Conduct Respecting Staff

- a) Volunteers acknowledge that only Council as a whole, in a duly called meeting with a quorum present, has the capacity to direct staff members.
- b) Volunteers will be respectful of the fact that staff work for the City and are charged with making recommendations and provide advice based on political neutrality that reflects their professional expertise and objectivity.
- c) Volunteers will not:
 - i. Maliciously or falsely injure the professional or ethical reputation of staff;
 - ii. Use, or attempt to use, their influence for the purpose of intimidating, threatening, coercing, commanding or influencing any staff member with the intent of interfering in staff's duties.

5.3.3 Conduct Respecting Advisory Committees, Sub-Committees, Task Forces and Working Groups

- a) Volunteers shall, when conducting committee business, preparing written correspondence, interacting with members of Council, the media, the public or staff, act in a manner that:
 - i. Fulfills the mandate and Terms of Reference of the body;
 - ii. Respects due process and the authority of the Chair and Council;
 - iii. Demonstrates respect for all fellow members, Council, the public, and staff;
 - iv. Respects and gives fair consideration to diverse and opposing viewpoints;
 - v. Represents the community and works with community members to bring forward their views;
 - vi. Demonstrates professionalism, transparency, accountability, and timeliness in completing any tasks or projects undertaken by the body;
 - vii. Conforms with all relevant legislation, by-laws, policies, and guidelines;

- viii. Contributes in a meaningful manner, offering constructive comments to Council, staff, and fellow members; and
 - ix. Supports committee recommendations.
- b) A member of an Advisory Committee, Sub-Committee, Task Force or Working Group shall not:
 - i. Place themselves in a position where they could derive any direct personal benefit or interest from any matter about the member can influence decisions;
 - ii. Accord preferential treatment to relatives, or to organizations in which the member or a family member have an interest, financial or otherwise.
 - iii. Deal with an application to the City for a grant, award, contract, permit or other benefit involving the member or a family member;
 - iv. Place themselves in a position where the member is under obligation to any person who might benefit from special consideration or favour or who might seek preferential treatment in any way;
 - v. Benefit from the use of information acquired during the course of his or her official duties which is not generally available to the public; and
 - vi. Accept gifts, hospitality, or entertainment that could reasonably be construed as being given in anticipation or recognition of special consideration.
- c) An Advisory Committee, Sub-Committee, Task Force or Working Group member shall disclose immediately to the Clerk or Recording Secretary, any potential pecuniary interest.
- d) Despite b) and c), the City acknowledges that certain advisory committees are intentionally comprised of citizens representing business interests, organizations, or specific sectors. Therefore, a member's interest that arises as a result of this connection does not constitute a breach of b) or c).
- e) Where a Member believes they have a conflict of interest in a particular matter, they shall:
- f) Prior to any consideration, disclose their interest and the general nature thereof;
 - i. Leave the room for the duration of time that the matter is being considered;
 - ii. Not take part in the discussion of, or vote on, any question or recommendation in respect of the matter; and
 - iii. Not attempt in any way, whether before, during or after the meeting, to influence the voting on any such question or recommendation.

Committee and Volunteer Code of Conduct Complaint Protocol

1.0 Informal Complaint:

Any individual who identifies or witnesses behaviour or activity by a volunteer that appears to breach the Code of Conduct may pursue the following informal complaint process or proceed directly to filing a formal complaint as defined in section 2:

- a) Advise the volunteer that the behaviour or activity appears to breach the Code of Conduct;
- b) Encourage the volunteer to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behaviour or activity;
- c) Document the incidents including dates, times, locations, other persons present, and any other relevant information;
- d) Request the Chair of the body, Head of Council or designate to assist in informal discussion of the alleged complaint with the volunteer in an attempt to resolve the issue;
- e) If applicable, confirm satisfaction with the response of the volunteer, or if applicable, advise the volunteer of dissatisfaction with the response; and
- f) Consider the need to pursue the matter in accordance with the formal complaint procedure outlined in section 2.

2.0 Formal Complaint:

Any individual who identifies or witnesses behaviour or an activity by a volunteer that they believe is in contravention of the Code of Conduct may file a formal complaint in accordance with the following:

- a) All formal complaints shall be made in writing either by using Form 1, or by providing all of the information requested therein, originally signed and filed with the Clerk. All complaints filed with the Clerk will be forwarded directly to the Integrity Commissioner.
- b) The complaint must set out reasonable and probable grounds for the allegation that the volunteer has contravened the Code of Conduct.
- c) The identity of the complainant shall be protected.
- d) The Integrity Commissioner shall follow a process similar to that depicted in diagram 1 for all complaints received.
- e) If a report is warranted by the Integrity Commissioner, the Integrity Commissioner and/or the Clerk will protect any personal information about the complainant.
- f) Council will review the report of the Integrity Commissioner in closed session due to personal matters about an identifiable individual being the complainant.
- g) Determination of any reprimand will be completed in open session. Council will report out in open session and Council will state its reasons for the decision. If Council decides there was a breach in the code of conduct, Council will decide if there will be a penalty.

CORPORATION de la Cité de / of the City of Clarence-Rockland		Politique <i>Policy No.:</i>	GOV2019-xx
		Sujet <i>Subject:</i>	Council and Staff Relations – Relations Conseil et Personnel
		Categorie <i>Category:</i>	Governance - Gouvernance
Date:	April 2019	Résolution <i>Resolution No:</i>	
Auteur <i>Author:</i>	Monique Ouellet	Règlement <i>By-law No:</i>	2019-xx

1.0 Énoncé de politique

La Cité de Clarence-Rockland s'engage à établir des normes élevées quant aux relations entre le conseil et les employés afin de promouvoir une bonne gouvernance et inspirer un niveau élevé de confiance du public envers l'administration de la Cité par son conseil dûment élu à titre de représentants du public et de son personnel à titre d'administrateurs publics.

1.0 Policy Statement

The City of Clarence-Rockland is committed to setting a high standard for relations between Council and Staff in order to provide good governance and instill a high level of public confidence in the administration of the City by its Council as duly elected public representatives and its Staff as public administrators.

2.0 But/Objectif

L'objectif de cette politique est d'établir une norme générale pour assurer une compréhension commune du conseil et du personnel de leurs rôles et responsabilités respectifs.

Les énoncés de principes clés suivants ont pour but de guider le conseil et le personnel et d'aider à l'interprétation de la politique.

- Le conseil et le personnel doivent reconnaître que les relations internes positives sont fondamentales à l'habileté collective du conseil et du personnel à promouvoir une bonne gouvernance et inspirer un haut niveau de confiance du public envers l'administration de la Cité;
- Le conseil et le personnel doivent interagir entre eux de façon respectueuse, professionnelle et courtoise;
- Le conseil et le personnel doivent comprendre et respecter les rôles et les responsabilités respectifs de chacun; et
- Le conseil et le personnel doivent travailler ensemble afin de poursuivre l'objectif commun de bien servir le public.

2.0 Purpose/Objective

The purpose of this policy is to set out a general standard to ensure that Council and Staff share a common understanding of their respective roles and responsibilities.

The following key statements of principle are intended to guide Council and Staff and to assist with the interpretation of the policy.

- Council and Staff shall recognize that positive internal relations are central to the collective ability of Council and Staff to provide good governance and instill a high level of public confidence in the administration of the City;
- Council and Staff shall relate to one another in a respectful, professional and courteous manner;
- Council and Staff shall understand and respect each other's respective roles and responsibilities; and
- Council and Staff shall work together in furtherance of the common goal of serving the public good.

3.0 Définitions

«Greffier » signifie la personne nommée par le conseil conformément à l'article 228 de la *Loi de 2001 sur les Municipalités*.

« Conseil » signifie les membres du conseil de la Cité de Clarence-Rockland dans son ensemble;

« Personnel » signifie le directeur général, greffier, trésorier et tous les fonctionnaires, directeurs, gestionnaires, superviseurs et tous les employés syndiqués et non-syndiqués, qu'ils soient à temps plein ou partiel, à contrat, saisonnier ou bénévole, en plus des agents et consultants agissant en vertu des affaires de la Cité et de ses intérêts.

3.0 Definitions

"Clerk" means the person as appointed by Council pursuant to Section 228 of the *Municipal Act, 2001*;

"Council" means the members of the Council of the City of Clarence-Rockland as a whole;

"Staff" means the Chief Administrative Officer, Clerk, Treasurer and all officers, directors, managers, supervisors and all non-union and union employees, whether full-time, part-time, contract, seasonal or volunteer employees, as well as agents and consultants acting in furtherance of the City's business and interests.

4.0 Portée

Cette politique s'applique à tous les membres du conseil et au personnel de la Cité de Clarence-Rockland.

4.0 Scope

This policy applies to all members of Council and Staff of the City of Clarence-Rockland.

5.0 Procédures et ligne directrices

5.1. Obligations générales :

À tous égards, le conseil et le personnel doivent :

- a) Interagir envers l'autre d'une façon courtoise, respectueuse et professionnelle;
- b) Maintenir des relations formelles de travail afin de promouvoir l'égalité et défavoriser le favoritisme, ce qui comprend, mais sans s'y limiter, à l'utilisation des titres appropriés et d'éviter l'utilisation des prénoms lors des réunions publiques ou lors des relations formelles d'affaires;
- c) Comprendre leurs rôles et responsabilités respectifs, et reconnaître et respecter les rôles et responsabilités de chacun;
- d) Travailler ensemble afin de produire les meilleurs résultats pour la Cité, toujours dans le meilleur intérêt de la collectivité de la Cité; et
- e) Agir de façon à augmenter la confiance du public envers un gouvernement local

5.0 Policy Procedure/Guidelines

5.1 General Obligations:

In all respects, Council and Staff shall:

- a) Relate to one another in a courteous, respectful and professional manner;
- b) Maintain formal working relationships in order to promote equality and discourage favoritism, which includes but is not limited to using proper titles and avoiding first names during public meetings or formal business dealings;
- c) Understand their respective roles and responsibilities, and appreciate and respect the roles and responsibilities of the other;
- d) Work together to produce the best results and outcomes for the City and always for the collective public interest of the City; and
- e) Act in a manner that enhances public confidence in local government.

5.2. Rôles et responsabilités du personnel

Le personnel reconnaît et accepte que:

- a) Le conseil est l'autorité décisionnelle collective de la Cité et est ultimement responsable envers l'électorat pour la bonne gouvernance de la Cité;
- b) Le personnel doit implanter les décisions du conseil et établir des pratiques et procédures administratives afin de mettre en œuvre les décisions du conseil et toutes autres directives leur étant spécifiquement désignées par le conseil;
- c) Le personnel doit accompagner le conseil dans son processus de décision relativement aux politiques et programmes en fournissant au conseil de l'information basée sur une expertise professionnelle, bien recherchée et qui fait preuve de bon jugement, avec professionnalisme dans un délais convenable;
- d) Le personnel doit servir l'ensemble du conseil au lieu d'un membre en particulier;
- e) Tous les membres du conseil sont égaux et doivent toujours être traités de cette façon, avec courtoisie, respect et professionnalisme;
- f) La haute direction doit répondre aux demandes du conseil et lui fournir des suivis appropriés dans un délai raisonnable;
- g) Le personnel doit éviter de s'impliquer dans le processus décisionnel du conseil, sauf pour s'assurer que le conseil dispose de l'information nécessaire pour prendre sa décision et que le conseil est conscient des enjeux pouvant avoir un impact sur ses décisions;
- h) Le personnel doit implanter de façon impartiale et diligente les décisions du conseil;
- i) Le personnel ne doit pas parler publiquement d'affaires concernant les décisions ou politiques du conseil sans autorisation, et sans restreindre la portée générale de ce qui précède,

5.2 Roles and Responsibilities of Staff

Staff acknowledge and agree that:

- a) Council is the collective decision-making and governing body of the City and is ultimately responsible to the electorate for the good governance of the City;
- b) Staff shall implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions and any duties specifically assigned to them by Council;
- c) Staff shall assist Council in their decision-making process with respect to policies and programs by providing Council with information based on professional expertise, research and good judgment in a professional and timely manner;
- d) Staff shall serve the whole of Council rather than any individual member;
- e) All members of Council are equal and shall be treated as such and always with courtesy, respect and professionalism;
- f) Senior Management shall respond to inquiries from Council and provide appropriate and timely follow-up to such inquiries as necessary;
- g) Staff shall refrain from becoming involved in the decision-making process of Council, outside of ensuring that Council is provided with the information necessary in order to make their decision and that Council is aware of any issues that may impact such decisions;
- h) Staff shall diligently and impartially implement Council's decisions;
- i) Staff shall not speak publicly on any matter respecting any Council decisions or policies without authorization to do so, and without limiting the generality of the


<p>ne doit pas critiquer publiquement une décision ou politique du conseil;</p> <p>j) Le personnel doit éviter de critiquer publiquement les décisions du conseil ou les membres du conseil relativement à leur intelligence, intégrité, compétence ou autre; et</p> <p>k) Le personnel doit en tout temps se conformer à toute politique relativement au personnel que le conseil peut implanter de temps à autre.</p> <p><u>5.3. Rôles et responsabilités du conseil</u></p> <p>Le conseil comprend et reconnaît que:</p> <p>a) Le conseil dans son ensemble est l'autorité de gouvernance de la Cité et que cela comprend une autorité décisionnelle collective;</p> <p>b) Les membres du conseil sont les représentants de la Cité entière;</p> <p>c) Le personnel sert le conseil dans son ensemble au lieu d'un membre du conseil en particulier;</p> <p>d) Le conseil gouverne, fournit des directives politiques et prend des décisions dans son ensemble;</p> <p>e) Le conseil doit respecter la chaîne de commandement administrative et disciplinaire en :</p> <p>i. Dirigeant toute question ou inquiétude en matière de relation avec l'administration ou la gestion de la Cité au maire ou à la haute direction pour leur considération;</p> <p>ii. Donnant des directives au personnel uniquement en tant que conseil par l'entremise du greffier, tel qu'enregistré dans le procès-verbal des réunions;</p> <p>iii. Évitant d'être impliqué dans la gestion du personnel;</p> <p>f) Le temps du personnel doit être utilisé de façon efficace, ce qui inclut, mais sans s'y limiter à référer seulement les dossiers essentiels au personnel pour les rapports;</p>	<p>foregoing, shall not publicly criticize any decision or policy of Council;</p> <p>j) Staff shall refrain from publicly criticizing decisions of Council or individual members of Council in relation to their intelligence, integrity, competence or otherwise; and</p> <p>k) Staff shall at all times comply with any policies relating to Staff that the Council may implement from time to time.</p> <p><u>5.3 Roles and Responsibilities of Council</u></p> <p>Council members acknowledge and agree that:</p> <p>a) Council as a whole is the governing body of the City and that it comprises a collective decision-making body;</p> <p>b) Members of Council are representatives of the entire City;</p> <p>c) Staff serve the whole of Council rather than any individual member of Council;</p> <p>d) Council governs, provides political direction and makes decisions as a whole;</p> <p>e) Council shall respect the administrative and managerial chain of command by:</p> <p>i. Directing any questions or concerns in relation to the administration or management of the City to the Mayor or Senior Management for their consideration;</p> <p>ii. Giving direction to Staff only as Council and through the Clerk as recorded in the minutes of the meetings;</p> <p>iii. Refraining from becoming involved in the management of Staff;</p> <p>f) Staff time shall be used effectively, which includes but is not limited to only referring essential matters to Staff for reports;</p>
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<p>g) Le personnel entreprendra des projets importants uniquement s'ils ont eu la directive claire du conseil par le biais d'une motion inscrite dans le procès-verbal des réunions, laquelle définit l'étendue du projet;</p> <p>h) Le conseil doit informer le personnel, lorsque possible, si une action ou une position du personnel doit être questionné ou critiqué lors d'une réunion publique afin de s'assurer que le personnel a suffisamment de temps de formuler une réponse intelligente, éclairée et utile pour la considération du conseil et que tout questionnement ou critique de ce type doit être entrepris de façon courtoise, respectueuse et professionnelle, et dans aucune éventualité il ne doit y avoir une tentative d'humilier, réprimander, dénigrer ou décrier le personnel et que le conseil doit éviter de critiquer publiquement le personnel relativement à son intelligence, intégrité, compétence ou autre;</p> <p>i) Le conseil doit demander avis au greffier relativement à la formulation appropriée pour les motions, amendements et directives formelles au personnel;</p> <p>j) Le conseil doit demander l'information concernant les ordres du jour et les procès-verbaux au greffier;</p> <p>k) Individuellement, un membre du conseil n'a pas plus d'accès privilégié aux registres et information tenues par la Cité que n'importe quel autre membre du public et ne peut avoir accès aux documents à l'abri de la divulgation selon la <i>Loi sur l'accès à l'information municipale et la protection de la vie privée</i> ou selon un processus établi par cette loi;</p> <p>l) Le conseil doit reconnaître que le personnel n'est pas tenu de fournir de l'information ou d'agir en dehors des heures administratives régulières, excepté lors de circonstances particulières;</p>	<p>g) Staff will undertake significant projects only if they have been directed to do so by Council through a motion recorded in the minutes of the meetings clearly directing Staff and defining the scope of the project;</p> <p>h) Council shall notify Staff, whenever possible, if an action or position of Staff is to be questioned or criticized at a public meeting to ensure Staff has sufficient time to formulate an intelligent, informed and helpful response for the consideration of Council and that any such questioning or criticism shall be undertaken with courtesy, respect and professionalism, and in no event shall there be any attempt to humiliate, berate, disparage or denigrate Staff and that Council shall refrain from publicly criticizing Staff in relation to their intelligence, integrity, competence or otherwise;</p> <p>i) Council shall request advice from the Clerk about the appropriate wording of motions, amendments, and formal directions to Staff;</p> <p>j) Council shall request information regarding meeting agendas or minutes from the Clerk.</p> <p>k) Individually, a member of Council has no greater access to records or information held by the City than any member of the public and cannot access records or information otherwise protected from disclosure by the <i>Municipal Freedom of Information and Protection of Privacy Act</i> or in accordance with the process set out in that statute;</p> <p>l) Council shall recognize Staff are not expected to provide information or take action outside of regular administrative business hours,</p>
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<p>m) Certains membres du personnel sont des fonctionnaires officiels et ont des autorités, tâches, pouvoirs et responsabilités officielles spécifiques qui ne peuvent être interceptés ou dérogés;</p> <p>n) Le conseil doit en tout temps se conformer aux politiques relatives au conseil que le conseil peut implanter de temps à autre.</p>	<p>except in extenuating circumstances;</p> <p>m) Certain members of Staff are statutory officers and have specific statutory authorities, duties, powers and responsibilities that cannot be interfered with or derogated from;</p> <p>n) Council shall at all times comply with any policies relating to Council that the Council may implement from time to time.</p>
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Review and Amendments

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

 Clarence-Rockland	FORM 1
	CITY OF CLARENCE-ROCKLAND FORMAL COMPLAINT FORM / DECLARATION MEMBERS OF COUNCIL/COMMITTEE AND VOLUNTEER CODE OF CONDUCT

I, _____ (full name), of the _____ (City, Town, etc.), in the _____ (Municipality), in the Province of Ontario.

DECLARE THAT:

1. I have personal knowledge of the facts as set out in this Declaration, because (choose one):

- ☐ I work for _____
- ☐ I attended a meeting at which _____
- ☐ other (please explain) _____

2. I have reasonable and probable grounds to believe that:

(name of Member of Council / member of a committee / volunteer of the City of Clarence-Rockland)

has contravened section(s) _____ of the (choose one)

- ☐ Council Code of Conduct of the City of Clarence-Rockland
- ☐ Volunteer Code of Conduct of the City of Clarence-Rockland

3. The particulars of which are as follows:


(Set out statements of facts in consecutively numbered paragraphs in the space below, with each paragraph being confined as far as possible to a particular statement of facts. If you require more space, please use an additional sheet. If you wish to include exhibits to support this complaint, please refer to the exhibits as Exhibit A, B, etc. and attach them to this Declaration.)

3. This Declaration is made for the purpose of requesting that this matter be reviewed by the Integrity Commissioner appointed by the City of Clarence-Rockland and for no other purpose.

4. I understand that the original version of this form shall be submitted to the Clerk’s Office and that no copy/scan version will be accepted.

_____ Signature of person making the declaration	_____ Date (dd/mm/yyyy)
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FOR OFFICE USE ONLY		
_____ Date received	_____ Date submitted to IC	_____ Signature of the Clerk or designate

 Clarence-Rockland	FORM 2
	CITY OF CLARENCE-ROCKLAND
	DISCLOSURE STATEMENT FORM MEMBERS OF COUNCIL CODE OF CONDUCT

Section 5.3.3. of the Council Code of Conduct requires Members of Council to disclose the receipt of gifts and benefits. This Disclosure Statement Form is to be used to report all these gifts and benefits and shall be filed with the Clerk of the City of Clarence-Rockland by the end of each year, during the term of the member of council.

I _____(full name), member of Council of the City of Clarence-Rockland

DECLARE THAT I received the following gifts and benefits during the year _____
(If you require more space, please use an additional sheet)


Nature of gift or benefit received	Source of Gift or benefit	Circumstances under which gift was received	Estimated value of gift or benefit (\$)	Date gift or benefit received.

I understand that the original version of this form shall be submitted to the Clerk’s Office and that no copy/scan version will be accepted.

Signature of member of council

Date (dd/mm/yyyy)

FOR OFFICE USE ONLY	
_____	_____
Date received (dd/mm/yyyy)	Signature of the Clerk or designate

	<div>FORM 3</div> <div>Schedule "F" to By-Law 2019-XX</div>
	<div>CITY OF CLARENCE-ROCKLAND</div> <div>REQUEST FOR ADVICE FORM</div> <div>MEMBERS OF COUNCIL/COMMITTEE AND VOLUNTEER CODE OF CONDUCT</div>

- Protocol:
- Every Request for Advice form the Integrity Commissioner shall be submitted with the use of this Form;
 - This Form shall be completed and submitted to the Clerk.

Name: _____

Telephone number : _____


Email address: _____

Advice Requested (*Please provide as many details as possible. If you require more space, please use an additional sheet.*)

Signature of requestor

Date (dd/mm/yyyy)

FOR OFFICE USE ONLY		
_____	_____	_____
Date received	Date submitted to IC	Signature of the Clerk or designate

	FORM 4
	CITY OF CLARENCE-ROCKLAND ACKNOWLEDGEMENT MEMBERS OF COUNCIL/COMMITTEE AND VOLUNTEER CODE OF CONDUCT

I, _____ (*full name*)

Being a : (choose one)

- ☐ Member of council of the City of Clarence-Rockland
- ☐ Member of a committee of the City of Clarence-Rockland
- ☐ Volunteer of the City of Clarence-Rockland

Acknowledge the receipt of a copy of the: (choose one)

- ☐ Council Code of Conduct of the City of Clarence-Rockland
- ☐ Committee and Volunteer Code of Conduct of the City of Clarence-Rockland

I agree to be bound by the terms of the identified Code of Conduct.

Signature of person making the acknowledgement

Date (dd/mm/yyyy)

FOR OFFICE USE ONLY	
_____ Date received (dd/mm/yyyy)	_____ Signature of the Clerk or designate

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW 2013-116

BEING A BY-LAW TO PROMOTE HIGH STANDARDS OF CONDUCT FOR MEMBERS OF MUNICIPAL COUNCIL.

WHEREAS Sections 9, 10 and 11, of the Ontario Municipal Act, S. 223.2(1) as amended authorizes a municipality to establish codes of conduct for members of the council of the municipality and of local boards of the municipality.

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

I. PRINCIPLES UPON WHICH THIS CODE IS BASED

Improving the quality of municipal administration and governance can best be achieved by encouraging high standards of conduct on the part of all municipal officials. In particular, the public is entitled to expect the highest standards of conduct from the members that it elects to local government. In turn, adherence to these standards will protect and maintain the municipality's reputation and integrity.

Key statements of principle that underline this Code of Conduct are as follows:

- Members of Council shall at all times serve and be seen to serve the interests of the City and their constituents in an ethical, conscientious and diligent manner, and shall approach decision-making with an open mind;
- Members of Council must be committed to performing their functions with integrity, avoiding the improper use of the influence of their office, and conflicts of interest, both apparent and real;
- Members of Council are expected to perform their duties in office and arrange their private affairs, in a manner that promotes public confidence and will bear close public scrutiny;
- Members of Council must recognize and act upon the principle that democracy is best achieved when the operation of government is made as a transparent and accountable to members of the public as possible; and

- Members of Council shall seek to serve the public interest by upholding both the letter and spirit of the laws of Parliament and the Ontario Legislature, as well as the laws and policies adopted by the municipal council.

II. APPLICATION OF THIS CODE

This Code of Conduct applies to every member of the Council.

III. DEFINITIONS

In this Code of Conduct:

“child” means a child born within or outside marriage and includes an adopted child and a person whom a member has demonstrated a settled intention to treat as a child of his or her family;

“corporation” means the City of Clarence-Rockland;

“Council” means the Council of the Corporation of the City of Clarence-Rockland;

“information” includes a record or document;

“member” means a member of the Council, unless the context otherwise requires;

“parent” means a person who has demonstrated a settled intention to treat a child as a part of his or her family whether or not that person is the natural parent of the child;

“municipality” means the Corporation of the City of Clarence-Rockland;

“person” includes a corporation, partnership, association and any other entity, as the context allows; and

“spouse” means a person to whom a person is married or with whom the person is living in a conjugal relationship outside marriage.

IV. COMPLIANCE WITH DECLARATION OF OFFICE

Every member shall act in accordance with his or her declaration of office.

V. ADHERENCE TO COUNCIL POLICIES AND PROCEDURES

Every member of Council shall observe and comply with every provision of this Code of Conduct, as well as all other policies and procedures adopted or established by Council affecting the Councillor, acting in his or her capacity as a member of Council.

VI. CONDUCT AT MEETINGS

Every member shall conduct himself or herself properly and in a civil manner at Council, committee and other meetings, and in accordance with the provisions of the Procedure By-law, this Code of Conduct, and other applicable law.

VII. CONDUCT RESPECTING OTHERS

Every member of Council has the duty and responsibility to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation, and to ensure that the municipal work environment is free from discrimination and harassment.

VIII. CONDUCT RESPECTING STAFF

Under the direction of the senior municipal administration, and in accordance with the decisions of Council, municipal staff is required to serve the municipal corporation as a whole. Every member shall be respectful of the role of staff to provide advice based on political neutrality and objectivity and without undue influence from any member or faction of the Council. Accordingly, no member shall maliciously or falsely injure or impugn the professional or ethical reputation of any member of staff. Every member shall show respect for staff, and for their professional capacities and responsibilities.

No member shall compel any member of staff to engage in partisan political activities, or subject any member of staff to threat or discrimination for refusing to engage in any such activity. No member shall use or attempt to further his or her authority or influence by intimidating, threatening, coercing, commanding, or influencing improperly any staff member or interfering with that person's duties, including the duty to disclose improper activity.

IX. GIFTS AND BENEFITS

For the purpose of this Code, a gift or benefit provided, with the member's knowledge, to a member's spouse, child or parent, or to his or her staff, that is connected directly or indirectly to the performance of the member's duties, is deemed to be a gift or benefit to that member.

No member shall accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his or her duties of office, unless permitted under one or more of the exceptions listed below.

Each of the following is recognized as an exception:

- (a) compensation authorized by law;
- (b) a gift or benefit of the kind that normally accompanies the responsibilities of office and is received as an incident of protocol or social obligation;
- (c) a political contribution otherwise authorized and reported as required by law, in the case of member running for office;
- (d) services provided without compensation by a person volunteering his or her time;
- (e) a suitable memento of a function honoring the member;
- (f) food, lodging, transportation or entertainment lawfully provided by any Provincial, regional or local government, or board or political subdivisions of any of them, by the Federal government, a foreign government, or by those organizing a conference seminar or event where the member is speaking or attending in an official capacity;
- (g) food and beverages consumed at a banquet, reception or similar event, if:
 - i. Attendance by the member is for a legitimate municipal purpose;
 - ii. The person extending the invitation, or a representative of the organization holding the event, is in attendance; and
 - iii. The value is reasonable;

- (h) communications to the office of a member, including subscriptions to newspapers and periodicals; and
- (i) a sponsorship or donation for a community event organized or run by a member, or a third part on behalf of a member, subject to the limitations set out in any applicable municipal policy.

Except for exception (c) (political contributions allowable by law), these exceptions do not apply where a gift or benefit is provided by a lobbyist or a lobbyist's client or employer. In this provision, a lobbyist is an individual, organization or business who or that:

- (a) lobbies, or causes the lobbying of, any public office holder or the municipality, the municipal council or corporation, or a local board;
- (b) the member knows is attempting or intending to lobby the member or any of the public persons or bodies listed in paragraph (a); or
- (c) is maintaining an active lobbyist registration with the municipality, whether or not with respect to any specific or current subject-matter.

In the case of any of the recognized exceptions (b), (e), (f), (h) and (i), if the value of the gift or benefit exceeds \$300.00, or if the total value of gifts or benefits received from any one source during the course of a calendar year exceeds \$300.00, the member shall file, within 30 days of receipt of the gift or benefit, or of reaching the annual limit, a disclosure statement with the municipality [or with its Integrity Commissioner].

The disclosure statement must set out:

- 1 the nature of every gift or benefit received;
- 2 its source and date of receipt;
- 3 the circumstances under which it was given and received;
- 4 its estimated value;
- 5 what the recipient intends to do with any gift; and
- 6 whether any gift will at some point be provided to the municipality.

Every disclosure statement filed under this Code shall be made a public record.

Upon receiving a disclosure statement, the Integrity Commissioner, or other responsible municipal official, shall examine it to ascertain whether the receipt of the gift or benefit might, in his or her opinion, constitute a contravention of this Code or create a conflict between a private interest and the public duty or responsibilities of the member. In the event that the Integrity Commissioner makes such a determination, he or she shall call upon the member to justify receipt of the gift or benefit.

Should the Integrity Commissioner or other municipal official determine that receipt of any gift or benefit was inappropriate, he or she may direct the member to return the gift, reimburse the donor for the value of the gift or benefit already consumed, forfeit the gift or remit the value of any gift or benefit already consumed, to the municipality.

Except in the case of exceptions (a), (c), (f) and (i), no member shall accept a gift or benefit worth in excess of \$500.00 or gifts or benefits from one source during a calendar year which together are worth in excess of \$500.00.

X. CONFIDENTIAL INFORMATION

In this Code, "confidential information" includes any information in the possession of, or received in confidence by, the municipality that the municipality is prohibited from disclosing, or has decided to refuse to disclose, under the *Municipal Freedom of Information and Protection of Privacy Act*, or any other law. "Confidential information" also includes information of a corporate, commercial, scientific or technical nature received in confidence from third parties; personal information; information that is subject to solicitor-client privilege; information that concerns any confidential matters pertaining to personnel, labour relations, litigation, property acquisition, the security of the property of the municipality or a local board; and any other information lawfully determined by the Council to be confidential, or required to remain or be kept confidential by legislation or order.

No member shall disclose, release or publish by any means to any person or to the public any confidential information acquired by virtue of his or her office, in any form, except when required or authorized by Council or otherwise by law to do so.

No member shall use confidential information for personal or private gain or benefit, or for the personal or private gain or benefit of any other person or body.

A matter, the substance of a matter, and information pertaining to a matter, that has been debated or discussed at a meeting closed to the public, shall be maintained as confidential, unless authorized by the Council or legislation to be released, generally or subject to conditions, and such are complied with. No information pertaining to such a matter, the manner in which it was dealt with at the meeting, or any part or description of the debate, shall be disclosed unless authorized by the Council or otherwise by law.

A member may disclose the content of any matter referred to in the preceding paragraph or the subject-matter of deliberations, at an in camera meeting, only after the Council or committee lawfully and knowingly discusses the information at a meeting that is open to the public or releases the information to the public.

Without limiting the generality of the foregoing, no member shall, without lawful authority, disclose, or make personal use of, any of the following types of confidential information:

- information concerning litigation, negotiation or personnel matters;
- information the publication of which may infringe on the rights of any person (e.g. source of a complaint where the identity of a complainant is given in confidence);
- price schedules in any contract, tender or proposal document while such remains a confidential document;
- information deemed to be "personal information" under the *Municipal Freedom of Information and Protection of Privacy Act*; and
- any other information or statistical data required by law not to be released.

No member of Council shall obtain access, or attempt to gain access, to confidential information in the custody of the municipality except to the extent that such access is necessary for the performance of his or her duties and such access is not prohibited by Council or otherwise by law.

XI. USE OF CITY PROPERTY, SERVICES AND OTHER RESOURCES

No member of Council shall use, or permit the use of, municipal land, facilities, equipment, supplies, services, staff or other resources, including any municipally-owned information, website, Council transportation delivery service or funds allocated for member of Council expenses, for any purpose or activity other than the lawful business of the municipal corporation. No member shall seek or acquire any personal financial gain from the use or sale of confidential information, or of any municipally-owned intellectual property including any

invention, creative writing or drawing, computer program, technical innovation, or any other information or item capable of being patented or copyrighted, of which property remains exclusively that of the municipality.

XII. CONDUCT OF ELECTION CAMPAIGN

Every member shall comply with all applicable requirements of the *Municipal Elections Act, 1996*. No member shall use confidential information, facilities, equipment, supplies, services or other resources of the municipality, including any Councillor newsletter or website linked through the municipality's website, for any election campaign or campaign-related activity. No member shall undertake campaign-related activities on City property during regular staff working hours unless authorized by the municipality. No member shall use the services of any person for election-related purposes during hours in which that person receives any compensation from the municipality.

XIII. NO IMPROPER USE OF INFLUENCE

No member of Council shall use the influence of his or her office for any purpose other than for the lawful exercise of his or her official duties and for municipal purposes.

No member of Council shall use his or her office or position to influence or attempt to influence the decision of any other person, for the member's private advantage or that of the member's parent, child, spouse, staff member, friend or associate, business or otherwise. No member shall attempt to secure preferential treatment beyond activities in which members normally engage on behalf of their constituents as part of their official duties. No member shall hold out the prospect or promise of future advantage through the member's supposed influence within Council, in return for any action or inaction. For the purposes of this provision, "private advantage" does not include a matter:

- a) that is of general application;
- b) that affects a member of Council, his or her parents/children or spouse, staff members, friends or associates, business or otherwise, as one of a broad class of persons; or
- c) that concerns the remuneration or benefits of a member of Council.

This provision does not prevent a member of Council from requesting that Council grant a lawful exemption from a policy.

XIV. NON-COMPLIANCE WITH THIS CODE OF CONDUCT – SANCTIONS

A member found by Council to have contravened any provision of this Code, is subject to one or more of the following consequences imposed by Council, as referred to in the following two paragraphs;

The *Municipal Act, 2001* authorizes the Council, where it has received a report by its Integrity Commissioner that, in his or her opinion, there has been a violation of the Code of Conduct, to impose upon the offending member of Council;

a) a reprimand; and/or

b) suspension of the remuneration paid to the member in respect of his or her services as a member of Council or a local board, as the case may be, for a period of up to 90 days.

The Integrity Commissioner may also recommend that Council or a local board take one or more of the following actions:

a) removal from membership on a committee or local board;

b) removal as chair of a committee or local board;

c) repayment or reimbursement of monies received;

d) return of property or reimbursement of its value;

e) request an apology to Council, the complainant, or both; or

f) any other or additional action deemed by Council to be appropriate, and which is within its power to take.

XV. NO REPRISAL OR OBSTRUCTION IN THE APPLICATION OR ENFORCEMENT OF THIS CODE

Every member of Council must respect the integrity of the Code of Conduct and inquiries and investigations conducted under it, and shall co-operate in every way possible in securing compliance with its application and enforcement. Any reprisal or threat or reprisal against a complainant or any other person for providing relevant information to the Integrity Commissioner or any other person is prohibited. It is also a violation of the Code of Conduct to obstruct the Integrity Commissioner, or any other municipal official involved in applying or furthering the objectives or requirements of this Code, in the carrying out of such responsibilities, or pursuing any such objective.

XVI. STATUTES REGULATING THE CONDUCT OF COUNCILLORS

In addition to this Code of Conduct, the following Ontario legislation also governs the conduct of member of Council;

- the *Municipal Act, 2001*, as amended;
- the *Municipal Conflict of Interest Act*;
- the *Municipal Elections Act, 1996*; and
- the *Municipal Freedom of Information and Protection of Privacy Act*.

The *Criminal Code* of Canada also governs the conduct of members of Council.

A member may become disqualified and lose his or her seat by operation of law, including being convicted of an offence under the *Criminal Code* of Canada or being found to have failed to comply with the *Municipal Conflict of Interest Act*, whether or not the conduct in question involves contravention of this Code of Conduct.

In the case of any inconsistency between this Code and a Federal or Provincial statute or regulation, the statute or regulation shall prevail.

Read a first time on the 16th day of September 2013.

Read a second time on the 21ST day of October 2013.

Read a third time and finally passed this 27th day of January 2014.

(original signed)

Marcel Guibord, Mayor

(original signed)

Monique Ouellet, Clerk

Annex to By-law No. 2013-116

Legislated Role of Integrity Commissioner

(section 223.3 of the Municipal Act, 2001)

- The Integrity Commissioner reports directly to Council on matters related to the Code of Conduct and other policies, rules or procedures related to ethics for Council and/or local boards;
- The Integrity Commissioner has the power to undertake investigation into complaints alleging contraventions of the applicable code of conduct while respecting confidentiality; and
- The Integrity Commissioner's reports are public and she/he is permitted to disclose necessary information related to the findings while maintaining confidentiality.

Duties of the Integrity Commissioner

Under the Municipal Act, 2001, Council has the authority to assign duties and functions to the Integrity Commissioner. The following duties are being recommended:

- Provide advice to Members of Council on ethical behaviour;
- Provide education to Members of Council on the application of a Code of Conduct;
- Assist in the development of the policies and processes in regards to ethics;
- Receive complaints and conduct investigations in accordance with the approved process with respect to alleged contraventions of the Code of Conduct;
- Provide a report on his/her findings and recommendations to City Council;
- Provide an annual summary report of complaints, investigations and advice provided and make any recommendations for any changes to the approved process; and



REPORT N° FIN2019-012 Procurement Policy Amendement

Date	15/03/2019
Submitted by	Yves Rousselle
Subject	Procurement Policy Amendement
File N°	A09 Policies and Procedures

1) NATURE/GOAL :

The purpose of this report is to amend By-law 2016-60 to increase the delegated authority to the Chief Administrative Officer and Directors to improve the effectiveness of the approval process of purchases and agreements / contract awards.

The main amendments of the existing City's Procurement by-law as follows:

- 1) To provide City staff that have purchasing responsibilities clear direction on policy to be followed.
- 2) To increase the purchasing authority to designated staff through an approved process.
- 3) To review the legality of contract award to local business.
- 4) To review the Schedule "A" - Bid Irregularities.
- 5) To amend the by-law responsibilities from the Director of Finance and Economic Development to the Municipal Treasurer.

2) DIRECTIVE/PREVIOUS POLICY :

1. Procurement Policy 2016-007 under By-Law 2016-60

3) DEPARTMENT'S RECOMMENDATION :

THAT the Committee of the Whole recommends that Council adopts a by-law to approve the proposed amendments to the Procurement Policy.

THAT the committee of the Whole also recommends that Council repeals by-law 2016-60

AND THAT staff be authorized to make online purchases for smaller items

QUE le Comité plénier recommande au Conseil d'adopter un règlement pour approuver les amendements proposés à la politique d'approvisionnement.

QUE le comité plénier recommande également au Conseil d'abroger le règlement

2016-60.

ET QUE les employés soient autorisés à faire des achats en ligne pour les plus petit items

4) **BACKGROUND :**

The Municipal Act, 2001, s. 271 states that a municipality and a local board shall adopt and maintain timely and relevant policies with respect to its procurement of goods and services, including policies with respect to:

- (a) The types of procurement processes that shall be used;
- (b) The goals to be achieved by using each type of procurement process;
- (c) The circumstances under which each type of procurement process shall be used;
- (d) The circumstances under which a tendering process is not required;
- (e) The circumstances under which in-house bids will be encouraged as part of a tendering process;
- (f) How the integrity of each procurement process will be maintained;
- (g) How the interests of the municipality or local board, as the case may be, the public and persons participating in a procurement process will be protected;
- (h) How and when the procurement processes will be reviewed to evaluate their effectiveness; and
- (i) Any other prescribed matter.

5) **DISCUSSION :**

The existing procurement policy was adopted in June of 2016. Since then, the finance department has identified some areas where improvements and productivity in the approval process could be achieved within each department.

To achieve these improvements and increase the productivity of staff changes to the existing procurement policy need to be considered.

In consideration of this the following actions were taken.

1. Review of the existing municipal procurement policy
2. Identification of areas to be improved within the existing policy

3. Drafted a revised policy with recommended changes
4. Draft a policy reviewed by senior management
5. Changes incorporated, reviewed by external legal firm (Vice & Hunter LLP)

Throughout the process by-laws from the Township of Russell, The County of Prescott and Russell and the City of Ottawa were reviewed to aid with the content and formatting of the document. Some other by-laws from other municipalities in the province of Ontario were also reviewed.

Financial Signing Authority Matrix

Adjustments have been made to the Financial Signing Authority Matrix thresholds improving efficiency. The thresholds are in line with the County of Prescott and Russell, the Township of Russell and other municipalities in Ontario. Previously directors had signing authority for items up to \$50,000 that were in the approved budget. This limit is low and has caused many routine reports to go to Council that could have been dealt with more efficiently. This has taken City staff away from more “value added” services of serving citizens and working on projects that could improve efficiencies and reduce cost to tax payers. In the proposed new By-Law, there is no upset limit for approval by the CAO and Directors if the project is within the budget, within the original scope of work determined during the budget process and no irregularities are noted as per the Bid irregularities identified in Schedule “A” of this policy.

In order to keep Council informed, a report will be supplied on a semi-annual basis including all contracts awarded over \$50,000.

Below is a comparison table of upset limit with other municipalities

City / Town	Upset Approval Limit	Population
Clarence-Rockland	\$50,000*	24,782
Russell	\$250,000	16,520
UCPR	No Limit	89,333
Blue Mountain	No Limit	7,025
Oakville	No Limit	201,200
Hamilton	\$250,000	10,942
Barrie	No Limit	147,000

*Current policy

Local Preference

Much consideration was given to local preference but the municipality is limited in what can be done as the Canadian Free Trade Agreement clearly prohibits municipalities from adopting local preference policies. In addition, this was also corroborated by the municipality's Law firm, Vice & Hunter LLP. A change was made to remove the preferences of a local business in case of a tie.

Bid Irregularities

Additional standard wording was added in the "Bid Irregularities – Schedule A" section to furthermore protect the municipalities. The wording added is already used in the current forms and is standard across the industry.

Online purchases

Per last Council staff was given the direction to avoid purchases online for smaller items (less than \$500) not covered by a standing offer. The City could seek some efficiencies in its purchasing process by buying online. As an example, currently, if an employee needs a phone case they would need to go out to a local retailer to find and purchase the case. This results in a lot of waste of municipal resources and the price is almost doubled after adding the employee time and the travel reimbursement. Many times the product is also not available at a local retailer, which is then ordered with a markup.

The goal is not to replace or avoid local purchases but to be more efficient when possible. The extent of materials and supplies purchased under \$500 not covered by an existing agreement is also limited (ex: Grand & Toy, for office supplies).

6) CONSULTATION :

N/A

7) RECOMMENDATIONS OR COMMENTS FROM COMMITTEE/ OTHER DEPARTMENTS:

Directors have reviewed this document and their comments have been addressed.

8) FINANCIAL IMPACT (Expenses/Material/etc.):

N/A

9) **LEGAL IMPLICATIONS:**

The proposed amendment has been reviewed by legal counsel.

10) **RISK MANAGEMENT:**

N/A

11) **STRATEGIC IMPLICATIONS:**

N/A

12) **SUPPORTING DOCUMENTS :**

Appendix "A" - Proposed Procurement Policy

Appendix "B" - Existing Procurement Policy FIN2016-007

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

By-law 2016-60

BEING A BY-LAW TO ESTABLISH PROCUREMENT POLICY AND PROCEDURES FOR THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND AND TO REPEAL LAW POLICY No. FIN2007-01.

WHEREAS Section 271 of the Municipal Act, 2001, as amended provides that a municipality shall adopt and maintain policies with respect to its procurement of goods and services;

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND ENACT AS FOLLOWS:

1. GENERAL PROVISIONS

The purpose of this by-law is to establish a policy for the procurement of goods and/or services which supports providing ethical, professional and accountable delivery of programs and services to the residents of the City in a manner which protects the integrity of the City, the public and the participants in the competitive procurement process. Hence, the goals of this By-law are to:

- 1.1 Encourage competitive bidding;
- 1.2 Ensure objectivity and integrity of the competitive procurement process;
- 1.3 Ensure fair and equitable treatment of all bidders;
- 1.4 Ensure openness, accountability and transparency while protecting the financial best interests of the City;
- 1.5 Obtain the best value when procuring goods and/or services for the City;
- 1.6 Maintain timely and relevant policies and procedures by reviewing this by-law, at minimum, within five (5) years of the approval date to evaluate its effectiveness. This review shall be undertaken by an ad hoc committee of directors or designates the final result of which shall be comprised of a report to Council by the Director of Finance and Economic Development. This provision is intended to set a target date for a future review of this by-law and the failure to conduct a review within the time period set out shall not have an effect on the validity of this by-law;
- 1.7 Avoid conflicts between the interests of the City and those of the City's employees and members of Council; and
- 1.8 Ensure compliance with applicable International / Inter-Provincial trade treaties or agreements, as amended.

2. DEFINITIONS

- 2.1 “Award” is when the contract has been signed by both the vendor and the City or a purchase order has been issued.

- 2.2 “Bid” is a quote, tender or proposal submitted to the City in response to a bid solicitation.
- 2.3 “Bidder” is a legal entity that submits a bid.
- 2.4 “Bid Irregularity” is a defect contained within a response to a bid solicitation.
- 2.5 “Bid Dispute” is a written complaint provided to the Manager of Supply by a bidder giving specific reasons of the complaint against the methods employed or decisions made by the City in the process leading to the award of a contract.
- 2.6 “Bid Solicitation” is an invitation for bids from the City for the purpose of entering into a contract.
- 2.7 “Black Out Period” is the period of time that starts when the bid solicitation is issued, and ends at the award.
- 2.8 “City” is the Corporation of the City of Clarence-Rockland.
- 2.9 “Chief Administrative Officer” is the Chief Administrative Officer as appointed by the Council of the Corporation of the City of Clarence-Rockland or his/her designate.
- 2.10 “Client Department” is the City Department who has budgeted for the goods and/or service.
- 2.11 “Competitive” is a procurement process where more than one bidder is provided the opportunity to submit a bid.
- 2.12 “Compliant” means the response to the bid solicitation conforms to the mandatory requirements contained in the bid solicitation.
- 2.13 “Conflict of Interest”
- is defined as a situation or circumstances, real or perceived that could give a bidder or potential bidder an unfair advantage during a competitive procurement process or compromise the ability of a contractor to perform its obligations under their contract.
 - is a situation when a City employee or a member of their family has a direct financial interest in a contract or proposed contract with the City, and where the City employee could directly influence the decision made in the course of performing their job duties, and also where they could indirectly influence the decision through exerting personal influence over the decision-makers.
- 2.14 “Consulting Services” are services of an advisory nature required to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills or unique abilities not usually available in-house or from within the City.
- 2.15 “Contract” is a binding agreement between two or more legal entities, awarded under this Procurement By-law.
- 2.16 “Contractor” is any legal entity to which a contract is awarded.

- 2.17 "Council" is the Council of the Corporation of the City of Clarence-Rockland.
- 2.18 "Department" is any department in the City of Clarence-Rockland
- 2.19 "Delegation of Authority" is when a person in authority appoints some or all of their authority to other City employees.
- 2.20 "Designate" is a person who has been appointed to act in some or all situations in the same capacity as another.
- 2.21 "Director" is any Director or designate of a department within the City of Clarence-Rockland.
- 2.22 "Family Member" is a spouse (including common law spouse), parent, grandparent, sibling, child, grandchild, niece, nephew, uncle, aunt or cousin of the City employee.
- 2.23 "Goods" means personal property, including raw materials, products, supplies, equipment and other physical objects of every kind and description but does not include real property.
- 2.24 "Lease" an agreement by which one party (lessee) leases from a second party (lessor) equipment or space for a specified period of time at a predetermined cost.
- 2.25 "Litigation (Pending)" is whereby a potential claimant has demonstrated or manifested an intention to assert a possible claim.
- 2.26 "Manager of Supply" is the Manager of Supply and Processes of the City or designate.
- 2.27 "Non-compliant" means the response to the bid solicitation does not conform to the mandatory requirements contained in the bid solicitation.
- 2.28 "Payment Card" is a credit card used by authorized employees to pay for goods.
- 2.29 "Procurement means"
- purchasing, renting, leasing, or otherwise acquiring any goods and/ or services or construction; includes all functions that pertain to the acquisition, including the description of requirements, preparation, solicitation, selection and award of the contract and all phases of contract administration; and
 - the combined functions of purchasing, inventory control, transportation, receiving, inspection, storekeeping, salvage and disposal operations.
- 2.30 "Supply Department" means the section of the Finance Department that is responsible for the procurement of goods and/ or services for the City.
- 2.31 "Professional Services" services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance.
- 2.32 "Proponent" a legal entity that submits a proposal.
- 2.33 "Proposal" is a submission received in response to a Request for Proposal, acceptance of which may be subject to further negotiations

- 2.34 "Purchase Order means";
- a) a written confirmation of the procurement of goods and / or services at a specific cost and required for any procurement of goods and / or services.
 - b) may be used as the City's contract with the vendor to formalize all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.
- 2.35 "Quotation" is a submission received in response to a Request for Quotations.
- 2.36 "Request for Expression of Interest (REI)" is an information gathering exercise, where the City makes a request to the market for the purpose of compiling a list of potential bidders who may be interested in providing goods and/or services to the City. This process does not create any contractual obligations.
- 2.37 "Request for Information (RFI)" is an information gathering exercise, where the City makes a request to the market for the purpose of compiling market information on goods and/or services. This process does not create any contractual obligations.
- 2.38 "Request for Pre-Qualification (RPQ)" is a request for the submission of information from potential bidders, that may include, but not limited to, experience, education, financial strength, and capabilities. Typically a RPQ is a pre-cursor to a tender and multiple bidders are pre-qualified.
- 2.39 "Request for Proposal (RFP)" is a request for submissions focused on obtaining best-value where price is not the only evaluation factor as other evaluation criteria such as experience of personnel / bidder, methodology, and approach, among other things are weighted. The pre-defined evaluation process, once applied, will reveal the successful proponent that obtained the highest scoring proposal, not necessarily the lowest priced.
- 2.40 "Request for Quotation (RFQ)" is a request for submissions where the specifications are defined and the successful bidder of the RFQ is the lowest compliant bidder and the value of the procurement is under \$50,000.
- 2.41 "Request for Tender (RFT)" is a request for submissions where the specifications are pre-defined, confirmed in evaluation as being compliant and the successful bidder of the competition is the lowest compliant bidder
- 2.42 "Request for Standing Offers (RFSO)" is a request for standing offers where unit pricing for known goods or defined services of defined skills sets is the primary evaluation factor or other evaluation criteria such as experience of personnel / bidder, availability, or quality, among other things are considered. The successful proponents of the RFSO are made potential vendors for goods or services that are later set within a defined scope of work.
- 2.43 "Scope of Work" is the work that has been described in a bid solicitation that must be done to deliver the goods and/or services with the specified features and functions within the time, quality and price specified.
- 2.44 "Services" is any professional or general service work performed which does not result in the delivery of goods, e.g. repairs, training, surveys, consulting, etc.

- 2.45 "Sole Sourcing" is any procurement made where the procurement of goods and/or services is unique to a particular vendor and cannot be obtained from another source.
- 2.46 "Single Sourcing" is any procurement made where the procurement of goods and/or services is from a particular vendor rather than through bid solicitation from other vendors who can also provide the same goods and/or services.
- 2.47 "Tender" is a submission received in response to a Request for Tender
- 2.48 "Value for Money/Best Value" is a value-for-money approach which aims to deliver goods and / or services with a lower total life-cycle cost while maintaining a high standard.
- 2.49 "Vendor" is a supplier / seller of goods and/or services.

3. APPLICATION OF BY-LAW

This Procurement By-law shall apply to the procurement of goods and/or services for the purposes of all City Departments. No expenditure, procurement or commitment shall be incurred or made, and no account shall be paid by the City for goods and/or services except as provided in this Procurement Bylaw or otherwise approved by Council.

4. ETHICS

The Ontario Public Buyers Association's Code of Ethics is based on the following tenets and all City employees who are authorized to procure goods and / or services on behalf of the City are to adhere to the following:

- 4.1 Open and honest dealings with everyone who are involved in the procurement process. This includes all businesses with which the City of Clarence-Rockland enters into contracts with or from which it procures good and/ or services, as well as all City employees and of the public who utilize the services of the Supply Department section of the Finance Department;
- 4.2 Fair and impartial award recommendations for all contracts and tenders. This means that the City does not extend preferential treatment to any vendor, including local companies, as is it not good business practice since it limits fair and open competition for all vendors and is therefore a detriment to obtaining the best possible value for each tax dollar;
- 4.3 An irreproachable standard of personal integrity on the part of all those designated as procurement agents for the city. Absolutely no gifts or favors are accepted by the procurement agents for the City of Clarence-Rockland in return for business or the consideration of business. Also, the procurement agents of the City of Clarence-Rockland shall not publicly endorse one company in order to give that company an advantage over others;
- 4.4 Cooperation with other public agencies in order to obtain the best possible value for every tax dollar. The City of Clarence-Rockland may participate with other government agencies or public authorities in co-operative purchasing where it is in the best interests of the City to do so; and
- 4.5 Continuous development of procurement skills and knowledge. All members of the Supply Department shall take advantage of the many opportunities provided by the

various purchasing associations to further their knowledge of good public procurement principles and to maintain excellent skills.

5. ACCOUNTABILITY AND RESPONSIBILITY

5.1 Chief Administrative Officer

The Chief Administrative Officer has the authority to instruct directors not to award contracts and to submit recommendations to Council for approval and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of the City

5.2 Directors

Each Director shall be responsible for:

- 5.2.1 The preparation and submission of reports for award of the contracts in accordance with this Procurement By-law;
- 5.2.2 Preparation of market ready specifications, scope of work or terms of reference;
- 5.2.3 That an original copy of all contracts be provided by the Director to the City Clerk;
- 5.2.4 Contract review and inspection to ensure that the scope of work, good and/ or services is being delivered in accordance with the contract;
- 5.2.5 Informing the Supply Department of any discrepancies with the receipt of goods and / or services, if required;
- 5.2.6 Authorizing the payment of bills;
- 5.2.7 Review of contractor performance;
- 5.2.8 For procurement activities within their departments and are accountable for achieving the specific objectives of the procurement project;
- 5.2.9 To award contracts in the circumstances specified in this By-law provided that the delegated power is exercised within the limits prescribed in this By-law, and the requirements of this by- law are met.
- 5.2.10 In conjunction with Supply Department shall provide evidence that the contract pricing represents fair market value;
- 5.2.11 In conjunction with the City Treasurer shall select the appropriate means to guarantee execution and performance of the contract. Means may include one or more of, but are not limited to, financial bonds or other forms of security deposits, provisions for liquidated damages, progress payments, and holdbacks.

Guarantees should:

- a) Not be excessive but sufficient to cover financial risks to the City;
- b) Provide flexibility in applying leverage on a supplier so that the penalty is proportional to the deficiencies, and;

- c) Comply with provincial statutes and regulations.
- d) Prior to publishing proposals ensure financial bonds for contract performance shall only be required where the City will be exposed to costs if the contractor does not complete the requirements of the contract.

5.2.12 Prior to commencement of work Directors will provide evidence of satisfactory insurance, ensuring indemnification of the City of Clarence-Rockland from any and all claims, demands, losses, costs or damages resulting from the performance of a supplier's obligations under the contract;

5.2.13 Prior to payment to a supplier, the Director will obtain, a Certificate of Clearance from the Workplace Safety and Insurance Board ensuring all premiums or levies have been paid to the Board to date.

5.2.14 Approval of accounts within the approved budget for such department or any amendment to same as approved by Council;

5.2.15 Standardizing the use of goods and/or services, where such standardization demonstrably supports the purposes, goals and objectives of this By-law.

5.3 Director of Finance

The Director of Finance is responsible to and shall have the authority to:

5.3.1 Establish administrative procedures and policies for the implementation of this By-law;

5.3.2 Establish, through consultation with the Chief Administrative Officer, standards for bid solicitations, purchase orders, contracts and other documents;

5.3.3 Ensure open, fair and impartial purchasing processes for goods and/or services;

5.3.4 Ensure compliance with this By-law and advise the Chief Administrative Officer when there has been non-compliance.

5.3.5 Ensure quarterly review of purchasing authority delegation.

5.4 Manager of Supply

The Manager of Supply shall be responsible for:

5.4.1 Issuance and administration of the procurement process for the procurement of goods and/ or services, such as, but not limited to service contracts, IT Procurement, winter control, fleet requirements, consulting requirements, food services, fuel, natural gas, electricity;

5.4.2 Administration and interpretation of this Procurement By-law;

5.4.3 Ensuring compliance to this By-law and reporting non-compliance, in writing to the Client Department Director, Director of Finance, and/ or Chief Administrative Officer;

- 5.4.4 Providing procurement advice including preparing bid documentation;
- 5.4.5 Checking and ensuring procedural compliance of bids;
- 5.4.6 Reviewing the specifications, scope of work or terms of references as prepared by the Client Department to ensure a level playing field among bidders;
- 5.4.7 Committing and coordinating co-operative procurement with other levels of government, municipalities, boards, agencies, commissions, or public sector entities where such procurement are determined to be in the best interests of the City;
- 5.4.8 Disposal of surplus and obsolete goods that had an initial procurement value over \$10,000, or other goods if deemed to be in the best interest of the City
- 5.4.9 Review of reports prepared by other City employees for award of the contracts for compliance with this Procurement By-law;
- 5.4.10 Administration of a contractor performance program;
- 5.4.11 Committing and coordinating the consolidation of similar goods and / or services for the City in order to achieve volume discounts and administrative efficiencies;
- 5.4.12 Creation, amendment and deletion of policies, practices and procedures that support the objectives and application of this By-law; and
- 5.4.13 For awards of competitive contracts of a value of \$50,000 or less, the Supply Department may award a contract on behalf of a Director provided that Supply is in receipt of a funded requisition and the requirements of this bylaw are met
- 5.4.14 The Manager of Supply will ensure the financial signing authority matrix is available to all Supply employees
- 5.4.15 The Supply Department employees will review the list prior to completing tasks that require approval.

6. FINANCIAL SIGNING AUTHORITY

A contract may be awarded under this By-law subject to the policies defined hereunder and pursuant to the financial signing authority matrix that is maintained by the City Treasurer. Departmental staff involved in the procurement process should ensure that they have the latest financial signing authority matrix from the City Treasurer.

The City Treasurer shall provide updated financial signing authority matrix to the Manager of Supply each time there is a revision.

7. DELEGATION OF AUTHORITY

The Director has the ability to delegate their signing responsibility and the following process will be followed:

- 7.1 The Director shall prepare a Delegation of Authority Form Annex "A";

- 7.2 The form shall provide evidence that the City employees listed have been delegated authority for the Procurement of Goods and/ or Services;
- 7.3 The form shall be updated immediately upon any change in City employees or position;
- 7.4 A copy of the form shall be sent to the City Treasurer each time there is a revision;

Once a responsibility has been delegated by the Director, City employees that have been provided delegated authority shall not have the authority to further delegate this authority to any other person.

8. QUARTERLY REPORT TO COUNCIL

The Manager of Supply shall report on a quarterly basis to Council all delegations that were exercised by City Staff for expenditures of \$5,000.00 or greater.

9. REPORT WRITING RESPONSIBILITY

Report writing responsibilities recommending Council approval for award will typically belong to the client department receiving the respective good and/ or services. Generally, the client department is best equipped and qualified for this

10. FORMAL BID PROCESS

- 10.1 All Bids (with the exception of submissions in response to Requests for Pre-Qualification) shall be received by the Manager of Supply or otherwise in accordance with the instructions in the bid solicitation, and opened in public at the time and place stated in the bid solicitation unless specified otherwise in the bid solicitation documents.
- 10.2 The opening of all bids shall be attended by the Manager of Supply or designate and the department head and/ or designate.
- 10.3 Closing times for sealed bids will be determined by the Supply Department, at the designated location.
- 10.4 Bid irregularities shall be administered in accordance with Schedule "A".

11. BID DEPOSITS

- 11.1 Bid deposits or an Agreement to Bond shall be required to accompany bid submissions for all municipal construction projects with an estimated value of more than \$100,000.00, excluding taxes, and for any other contract, scope of work or purchase as deemed appropriate by the department head.
- 11.2 All bonds must be originals, signed and sealed. No fax or photocopies will be accepted.
- 11.3 The bid bond must be issued by a bonding agency currently licensed to operate in the Province of Ontario naming the City as the obligee.

12. BONDING REQUIREMENTS

- 12.1 Performance, Labour and Material and/or Maintenance Bonds are required for all construction projects exceeding \$100,000.00 for a minimum of 25% of the bid amount.

- 12.2 All bonds must be originals, signed and sealed. No fax or photocopies will be accepted.
- 12.3 The bond must be issued by a bonding agency currently licensed to operate in the Province of Ontario naming the City as the obligee.

13. DISPOSAL OF SURPLUS AND OBSOLETE GOODS

Directors shall submit lists comprising assets exceeding \$10,000.00 which are obsolete, damaged or surplus to that department's needs.

- 13.1 All surplus assets shall first be offered to other departments within the Corporation. Upon this first step, surplus assets to be offered outside the Corporation must be approved by the CAO.
- 13.2 All surplus assets not required by any department of the Corporation may then be offered to public sector agencies and charitable organizations within the City prior to any public disposal procedure, donation or sale to area municipalities.
- 13.3 Surplus assets may be donated to non-profit agencies or non-profit institutions.
- 13.4 Surplus assets must be sold by sealed bid or public auction through the, municipal website or any other online classified site(s).
- 13.5 The respective department shall be credited with the net proceeds, if any, from the disposal of its surplus assets unless otherwise authorized by the Chief Administrative Officer or Council
- 13.6 Surplus assets shall not be sold directly to an employee or to a member of Council, although this does not prohibit any employee or member of Council from purchasing surplus assets being sold through a public process.
- 13.7 At the discretion of the Manager of Supply, disposal of goods may be done by the Supply Department, irrespective of the value, if deemed to be in the City's best interests.

14. RESPONSE TIME FOR BIDS

- 14.1 A minimum response time for bidders to submit a bid will be 15 working days for bid solicitations that are budgeted for \$50,000 and over.
- 14.2 For more complex bid solicitations, more than 15 working days should be considered.

15. MONETARY REFERENCE

- 15.1 All references to dollar amounts in this By-law are in Canadian dollars.
- 15.2 For bid evaluation purposes, all bids submitted in currencies other than Canadian dollars shall be converted to Canadian dollars, at the exchange rate established by the Finance Department.
- 15.3 All references to dollar amounts in this By-law do not include applicable taxes.

16. PROCUREMENT POLICIES

The following are procurement policies that involve all of the procurement methods discussed in Section 17.0.

- 16.1 Designated departmental employees with sufficient financial signing authority are authorized to award contracts;
- 16.2 Recommended bidder is the lowest compliant bidder (s) meeting specifications in the case of a tender or the highest scoring proponent(s) in the case of a proposal;
- 16.3 The Manager of Supply will work with the Director's to identify corporate opportunities to consolidate the procurement of goods and / or services to obtain such benefits such as volume discounting and administrative efficiencies;
- 16.4 The copies of the bids and any contract(s) that may result shall be kept on file by the Supply Department in accordance with the Corporate Records Retention By- law and for audit purposes;
- 16.5 Council approved budget authority exists for the procurement;
- 16.6 For capital contracts, the total project cost is within the approved capital budget amount. For multi-year operating contracts, the funding for future years can reasonably be expected to be made available if the funding is included in the current year's approved budget.

17. REGULAR PROCUREMENT (SCHEDULE "B" ILLUSTRATES A SUMMARY OF PROCUREMENT METHODS)

17.1 Low Value Procurement (\$0-\$499)

- 17.1.1 This acquisition process can be performed by staff delegated by the Director, or if they so desire, by the Procurement Services Department.
- 17.1.2 Directors are responsible to ensure only purchases, which can be demonstrated to have been made at fair value, shall be made
- 17.1.3 Request may be on a payment card or purchase order;

17.2 Low Value Procurement (\$500 up to but not including \$2,500)

- 17.2.1 This acquisition process can be performed by staff delegated by the Director, or if they so desire, by the Procurement Services Department.
- 17.2.2 Directors are responsible to ensure only purchases, which can be demonstrated to have been made at fair value, shall be made.
- 17.2.3 Request may be on a payment card or purchase order;

17.2.4 A minimum of three verbal quotes are requested;

17.3 Request for Quotation (\$2,500 up to but not including \$50,000) / Bid

17.3.1 This acquisition process performed by the Procurement Services Department;

17.3.2 The Request for Quotation does not exceed \$50,000;

17.3.3 A minimum of three bidders are requested to submit a bid;

17.3.4 Method of payment shall be a purchase order or agreement;

17.3.5 Three written quotes are required;

17.4 Request for Tender (\$50,000 up) / Bid

17.4.1 This acquisition process performed by the Procurement Services Department;

17.4.2 The bid is advertised on the City's website and other sources such as the local paper, industry newspaper and other websites as required;

17.4.3 Council Resolutions are required to approve award; Agreements signed by Mayor and City Clerk;

17.4.4 Method of payment shall be a purchase order or agreement.

17.4.5 Tenders will be opened publicly and the names of all the bidders and the total bid amount for all bidders will be disclosed publicly.

17.4.6 Recommended bidder is the lowest compliant bidder (s) meeting specifications.

17.5 Request for Proposal (\$50,000 up) / Bid

17.5.1 This acquisition process performed by the Procurement Services Department;

17.5.2 The bid is advertised on the City's website and other sources such as the local paper, industry newspaper and other websites as required;

17.5.3 Council Resolutions are required to approve award; Agreements signed by Mayor and City Clerk;

17.5.4 Method of payment shall be a purchase order or agreement;

17.5.5 The technical section of the proposals and the declaration of acceptance will be opened publicly while sealed pricing envelopes will remain sealed until after evaluation of each criteria.

17.5.6 Recommended bidder is the highest scoring proponent.

18. NON-COMPETITIVE PROCUREMENT (SCHEDULE “B” ILLUSTRATES A SUMMARY OF PROCUREMENT METHODS)

18.1 The City should employ a competitive procurement process for goods and / or services, but in special circumstances, a competitive bid process may not be possible or preferred. This is known as “non-competitive procurement”. Criteria for non-competitive processes are outlined in Schedule D. Non-competitive procurements include Single Sourcing, Sole Sourcing and Unsolicited Bids;

18.2 Non-competitive Low Value Procurement (up to but not including \$5,000)

18.2.1 Request may be on a payment card or purchase order;

Process Approval, Manager of Supply;

18.2.2 Approval, Manager and Director

18.2.3 Written quote is required. .

18.3 Non-competitive moderate value \$5,000 up to but not including \$50,000

18.3.1 Process Approval, Manager of Supply;

18.3.2 Approval, Chief Administrative Officer;

18.3.3 Method of Payment Purchase Order/Agreement

18.4 Non-competitive High value > \$50,000

18.4.1 Process Approval, Manager of Supply;

18.4.2 Must be approved by City Council;

18.4.3 Method of Payment Purchase Order/Agreement

19. EMERGENCY PROCUREMENT

19.1 When an event occurs that is determined by the Chief Administrative Officer to be a threat to public health, the maintenance of essential City services, the welfare of persons or of public property, the protection of the City’s physical assets, or the security of the City’s interests and the occurrence requires the immediate delivery of goods and/ or services and time does not permit the issuance of competitive bids to acquire such goods and/ or services the Chief Administrative Officer after advising the Mayor may make such procurement without the involvement of the Manager of Supply or a competitive bid process and is authorized to do so in the most expedient and economical means possible.

19.2 In the case of a declared emergency the City’s Emergency Response Plan will supersede this By-law;

- 19.3 The Chief Administrative Officer will report emergency procurement to City Council at the next Council meeting.

20. IN-HOUSE BIDS

- 20.1 In-house bids are a process that allows for internal staff to compete with external entities for procurement opportunities.
- 20.2 If in-house bids are considered the City must advise all potential suppliers in the bid documents that in-house departments will be permitted to submit bids.
- 20.3 The direct and indirect costs (e.g. Dollars, staffing, technology and equipment) required to produce the activities are fairly attributed and are fairly evaluated against external bids.
- 20.4 In- house bids need to be arms-length from all aspects of the procurement process. This includes defining the scope of the work, preparing and circulating the bid document, evaluating the bids, negotiating the contract and monitoring performance and addressing poor performance. This is to promote objectivity, avoid conflicts and challenges to the process.

21. REQUEST FOR PRE-QUALIFICATION

The Manager of Supply is authorized to conduct a Request for Pre-Qualification process. This is typically used in a stepped procurement process for larger projects or projects where there are significant risks.

22. REQUEST FOR EXPRESSION OF INTEREST / REQUEST FOR INFORMATION

The Manager of Supply is authorized to conduct a Request for Expression of Interest or a Request for Information. A Request for Expression of Interest or Request for Information may be conducted as a preliminary step before a Request for Tender, Request for Quote, Request for Proposal or a Pre-Qualification process.

23. STANDING OFFER PURCHASES

- 23.1 A Request for Standing Offer may be used where: (a) one or more clients repetitively order the same goods or services and the actual demand is not known in advance, or a need is anticipated for a range of goods, services and construction for a specific purpose, but the actual demand is not known at the outset, and delivery is to be made when a requirement arises.
- 23.2 The Supply Department shall establish and maintain standing offers that define source and price with selected suppliers for all frequently used goods or services.
- 23.3 To establish prices and select sources, the Supply Department shall employ the provisions contained in this By-law for the acquisition of goods, services and construction.
- 23.4 More than one supplier may be selected where it is in the best interests of the City and the bid solicitation allows for more than one. In circumstances where competition results

in a large number of offers from vendors, which offers exceed the needs of the City, the Supply Department is authorized to approach the highest ranked vendors to negotiate lower unit rates for the goods or services in return for a reduction in the number of firms authorized to provide the goods or services or the offer of a firm contractual commitment by the City.

- 23.5 Where purchasing action is initiated by a department for frequently used goods or services for which a standing offer is in place and the value of the purchasing action exceeds \$2,500, it is to be made with the supplier or suppliers listed in the standing offer.
- 23.6 In a Request for Standing Offer, the expected quantity of the specified goods or services to be purchased over the time period of the agreement will be as accurate an estimate as practical and be based, to the extent possible, on previous usage adjusted for any known factors that may change usage.
- 23.7 A call-up against a standing offer is considered to be an individual contract, and the normal contract award prescribed limits apply, unless otherwise stated in the original approval document.

24. EXEMPTIONS

Upon approval of the CAO of an exemption request, the Department Head is to submit a report to Council about such request exemption from any or all of the purchasing methods outlined in this policy. Such exemption must be granted through a resolution and a copy must be forwarded to the Finance Department.

25. PRESCRIBED COUNCIL APPROVAL

- 25.1 Despite any other provision of this By-law, the following contracts are subject to Council approval:
 - 25.1.1 Any contract requiring approval from the Ontario Municipal Board;
 - 25.1.2 Any contract prescribed by Statute to be made by Council;
 - 25.1.3 Where the cost amount proposed for acceptance is higher than the Council approved department estimates and the necessary adjustments cannot be made;
 - 25.1.4 Where the revenue amount proposed for acceptance is lower than the Council approved department estimates;
 - 25.1.5 Where a major irregularity precludes the award of a tender to the supplier submitting the lowest responsive bid;
 - 25.1.6 Where authority to approve has not been expressly delegated; and
 - 25.1.7 Where a contract is a result of a public private partnership ("P3") opportunity.
- 25.2 No provision of the By-law precludes a Director or the Supply Department from submitting an award to Council where:
 - 25.2.1 In the opinion of a Director, it is in the best interest of the City to do so; or

25.2.2 It is a matter of procurement procedure and, in the opinion of Supply Department; it is in the best interest of the City to do so.

26. NEGOTIATION

26.1 Notwithstanding that negotiation may be a component of another procurement process, negotiation may be used for purchases of goods and/or services when any of the following criteria apply:

26.1.1 The required goods and/or services are in short supply;

26.1.2 Competition is precluded due to the existence of any patent right, copyright, technical secret or control of raw material;

26.1.3 A sole source has been approved;

26.1.4 Two (2) or more identical bids are received;

26.1.5 The lowest compliant bid received meeting all specifications exceeds the budget amount;

26.1.6 The extension of an existing contract would be more effective;

26.1.7 Only one (1) bid is received in response to a bid solicitation;

26.1.8 The bid solicitation process has been cancelled without award;

26.1.9 There is Council authorization to do so.

26.2 All purchases shall be authorized in accordance with the purchasing authorities set out in Schedule "B" and all contracts shall be signed as set out in the bid solicitation documents or as otherwise set out in the Corporation's delegation of authority.

27. CANADIAN CONTENT

The City will endeavor to achieve best value in its procurement of goods and/ or services. With this in mind, the City will not be bound to procure goods and/ or services based upon Canadian content.

28. TRADE AGREEMENTS

Procurement by the City may be subject to the provisions of trade agreements. Where an applicable trade agreement is in conflict with this By-law, the trade agreement shall take precedence. The Supply Department shall advise Directors where a procurement action may not conform to an applicable trade agreement as early as possible in the procurement process.

29. ADVERTISING PROCUREMENT OPPORTUNITIES

29.1 For goods and services procurement estimated at \$100,000 or more and construction procurement estimated at \$250,000 or more, the City is required to use an electronic advertising/tendering system providing equal access to potential vendors across the country. Other methods of advertising may be used in addition to an electronic system.

- 29.2 For construction procurements estimated between \$100,000 and \$250,000, the agreements require that at least one of the following methods is to be used:
- 29.2.1 An electronic advertising/tendering system providing equal access to potential vendors across the country
 - 29.2.2 A daily newspaper (e.g. local newspaper, trade publications) designated by the City; or
 - 29.2.3 Supplier lists, provided that the prequalification process is fair and open and allows other suppliers to qualify on an annual basis or each time if the qualification is for a specific project.

30. LOCAL PREFERENCE

- 30.1 The following two legislative documents prohibit municipalities from adopting a Local Preference Policy:

30.1.1 The Discriminatory Business Practices Act (R.S.O. 1990, Chapter 012), as amended; and

30.1.2 The Canadian Government's implementation of the Agreement of Internal Trade.

- 30.2 The primary objective of the purchasing process is to acquire goods/services at the lowest possible cost, consistent with the demands of suitability, quality, service, and delivery capabilities.

30.3 If in the determination of the Manager of Supply or designate, a competitive market exists, and two or more compliant bids are received and are identical in price, and provided suitability, quality, service, and delivery are similar, then priority of acceptance may be made first for a local bid, if any then, for a regional bid.

31. GREEN PROCUREMENT

- 31.1 The City will endeavor to acquire goods and/ or services that minimize impacts on the environment and perform efficiently and effectively. While evaluating goods and/ or services for procurement (including all aspects related to the production, transportation, use of operation, and replacement or disposal of goods) the following environmental factors will be considered in the addition to the specific requirements of the good and/or service:

31.1.1 Durable and reusable, as opposed to single use or disposable items;

31.1.2 Non-toxic or least toxic option, preferably compostable or biodegradable;

31.1.3 Reduce greenhouse gas and air pollutant emissions;

31.1.4 ENERGY STAR® rated if available or most energy-efficient option;

- 31.1.5 Recyclable, but if not recyclable, may be disposed of safely, or, vendor will take back good at its end of life;
- 31.1.6 Made from recycled materials;
- 31.1.7 If made from raw materials, they have been obtained and manufactured in an environmentally sound, sustainable manner;
- 31.1.8 Results in minimal or no environmental damage during normal use or maintenance;
- 31.1.9 Minimum packaging (consistent with the care of the good), preferably made of reusable, recycled or recyclable materials;
- 31.1.10 The lifecycle cost of the good through the acquisition, operation, and end of good life, including environmental impacts (a cradle to grave approach);
- 31.1.11 Reusable shipping packaging.

32. ACCESSIBILITY WHEN ACQUIRING GOODS AND/OR SERVICES

In accordance with the Human Rights Code, Ontarians with Disabilities Act, 2001 and the Accessibility for Ontarians with Disabilities Act, 2005 and its regulations, and specifically the Integrated Accessibility Standards, Ontario Regulation 191/11, Part 1, sections 5 and 6, accessibility requirements will be incorporated into the specifications with respect to the Procurement of goods and/ or services. Where possible, when a RFP competition is conducted, accessibility will be one of the evaluation criteria that will be considered in the decision making process.

33. DISCLOSURE OF INFORMATION

The Manager of Supply will not disclose commercial information, such as unit pricing and detailed information provided on potential solutions. Nonetheless, it should be noted that all information collected by the City is subject to the Municipal Freedom of Information and Protection of Privacy Act.

34. TIE BIDS

- 34.1 If two equal bids are received, a means of breaking the tie consistent with the provisions of the solicitation shall be employed.
- 34.2 Factors to be considered in breaking the tie include:
 - 34.2.1 Prompt payment discount;
 - 34.2.2 When delivery is an important factor, the bidder offering the best delivery date be given preference;
 - 34.2.3 A bidder in a position to better provide after sales service, with a good record in this regard, be given preference;

34.2.4 A bidder with an overall satisfactory performance record is given preference over a bidder known to have an unsatisfactory performance record;

34.2.5 A local bidder is given preference over a non-local bidder. (Local/Regional)

35. BID IRREGULARITIES

Bid irregularities will be dealt with according to Schedule A. This schedule will be included in all procurement documents where the procurement is greater than \$50,000. The evaluation of bid irregularities is not limited to the criteria set out in Schedule "A" and shall include such matters as Council deems appropriate in its sole and absolute discretion.

36. CONTRACT EXTENSIONS

36.1 The standard practice when a contract is or will be expiring is to conduct a new competitive process. Once all contract extensions within the contract have been exhausted, contracts may be extended at the discretion of the Manager of Supply if the situation warrants it.

36.2 If a contract extension is being sought from Council, the Manager of Supply will be provided an opportunity to review and provide comment on the report.

37. FORM OF CONTRACT

37.1 An award will require a formal written agreement or a purchase order.

37.2 A purchase order will; be used when the resulting contract is deemed straightforward, in the opinion of the department head, in consultation with the **Director of Finance**, and will refer to the Corporation's standard terms and conditions outlined in the bid solicitation.

37.3 A formal written agreement satisfactory to the CAO shall be used when the resulting contract is deemed complex, in the opinion of the department head, in consultation with the **Director of Finance**.

37.4 It shall be the responsibility of the department head in consultation with the CAO to determine if it is in the best interest of the Corporation to establish a formal written agreement with the supplier.

38. PAYMENT CARD

The City's Payment Card should be used as a payment tool for low dollar procurement and City employees are still required to adhere to the Procurement Bylaw.

39. OTHER ENTITIES

If the Manager of Supply administers a procurement process for any other entities, then the other entities will be governed by this Procurement By-law for the particular goods and/ or services that is procured.

40. RECORD RETENTION

40.1 The City of Clarence-Rockland shall keep records of procurement, as well as any other pertinent information, for reporting and audit purposes. The length of time for this record

retention will be in accordance with the Corporate Records Retention By-law. Some examples of records that should be retained include:

40.1.1 The approvals obtained;

40.1.2 Copies of procurement documents used to qualify and select vendors;

40.1.3 Copies of award letters, notices and posted announcements;

40.1.4 Copies of agreements;

40.1.5 Changes to the terms and conditions of the agreement, especially changes in the agreement price;

40.1.6 Contractor performance, such as performance monitoring and management and knowledge transfer;

40.1.7 Receipt of deliverables;

40.1.8 Any other documentation related to procurement.

40.2 Whoever is responsible for the administration of the procurement process shall be responsible for the record retention of that particular procurement.

41. CITY EMPLOYEE BENEFITS

City employees will not be able to benefit by procuring goods from the City at the City's net cost.

42. PROHIBITIONS AND COMPLIANCE

42.1 All persons involved in the procurement of goods and/or services provided for in this By-law, shall act in a manner consistent with the requirements and objectives of this By-law.

42.2 No City employee shall divide the procurement of goods and/ or services with the intent of avoiding monetary limits or the requirements of this By-law.

42.3 No goods and/ or services shall be procured under this By-law by any person unless:

42.3.1 The goods and/ or services are legitimately for the purposes of the City, or for any other entities on whose behalf the procurement is being undertaken; and

42.3.2 To the best of that person's knowledge and belief, the funds for the procurement of the goods and/ or services are available with the approved budget or the procurement is expressly made subject to funding approval and, to the extent that they may be required, funds are available from any other entities on whose behalf the procurement of goods and/ or services is also being made.

42.4 No City employee shall directly or indirectly influence the bidding process to obtain goods and/ or services on behalf of the City from their family member.

- 42.5 No City employee will directly or indirectly influence the sale of City assets to any family member.
- 42.6 Members of Council, appointed officers and City employees shall not knowingly cause or permit anything to be done or communicated to anyone which is likely to cause any potential vendor or contractor to have an unfair advantage in obtaining a contract for the supply of goods and/ or services to the City, or other entities involved in the procurement of goods and/ or services either jointly or in co-operation with the City.
- 42.7 Member of Council shall separate themselves from the procurement process and have no involvement whatsoever in specific procurements. Members of Council should not see any documents or receive any information related to a particular procurement while the procurement process is ongoing. Members of Council who receive inquiries from bidders related to any specific procurement shall immediately direct those inquiries to the Manager of Supply.
- The only exception to Article 42.7 will be at the discretion of the Chief Administrative Officer or the delegate actively involved in the procurement process to ensure fairness and integrity of the process
- 42.8 No City employee shall knowingly cause or permit anything to be done which will jeopardize the legal validity or fairness of any procurement of goods and/ or services under this By-law or which is likely to subject the City to any claim, demand, action or proceeding as a result of such act or omission.
- 42.9 Unauthorized procurement by City employees and flagrant disregard for the Procurement By-law or procurement policies and procedures is not acceptable. With an aim to inspire Procurement By-law adherence and minimize the possibility of City embarrassment and potential liability, the responsibility for payment may become that of the individual who procured the goods or services.

43. CONFLICT OF INTEREST

- 43.1 All Bidders shall disclose to the City prior to submitting a bid and/or accepting a contract, any actual or potential conflict of interest. If the Manager of Supply determines a conflict of interest exists, the City may at its discretion not consider the bid submitted or not award the contract or consider other bids or terminate the contract.
- 43.2 No goods and/or services shall be purchased for any elected or appointed officials, members of a board or commission, or for Corporation officers, employees or their immediate family, except in accordance with this policy.
- 43.3 Every elected official, appointed officer, employee of the Corporation or member of an employee's immediate family is expressly prohibited from accepting, directly or indirectly, from any person, company, firm or corporation to which any purchase order or contract is, or might be awarded, any rebate, gift or money;
- 43.4 All elected officials, officers or employees of the Corporation shall declare any conflicts of interest to the Chief Administration Officer and shall have no involvement in a purchasing process where a conflict of interest exists, including, but not limited to:

43.4.1 Requesting goods and/or services, setting the parameters of the purchase, evaluating bids or recommending, deciding or making awards;

43.4.2 Direct contact with those making those purchasing decisions, both in the Supply Department and the user department.

43.5 Suppliers shall not be allowed to submit a bid for any bid solicitation in which the supplier has participated in the preparation of the bid solicitation, and any such bid submitted shall be disqualified except where such supplier has been specifically authorized by Council to participate in such bid solicitation.

44. BLACKOUT PERIOD

During the Blackout Period communication between bidders and City employees and between bidders and City Council is restricted. Bidders shall only contact the central point of contact identified in the bid document.

45. NO LOBBYING

45.1 No bidder or potential bidder shall contact any member of Council or any City employee to attempt to influence the award of a bid. Any activity designed to influence the decision making process of a bid solicitation, including, but not limited to, contacting any member of Council or registering as a delegate to a Committee of Council meeting or Council meeting prior to an award of a contract or contacting City employees for such purposes as meetings of introduction, social events, meals or meetings related to a bid solicitation may result in disqualification of the bidder for the bid solicitation to which the influential activity is deemed to be directed.

45.2 Notwithstanding the above, this prohibition does not apply to meetings specifically scheduled by the City for presentations or negotiations, or to questions which employees of the Supply Department may pose from time to time for clarification of the City's requirements.

45.3 The Manager of Supply's sole discretion will determine what constitutes influential activity acting reasonably, and not subject to appeal.

45.4 At the discretion of the Manager of Supply, any bidder who violates any provisions of this Procurement By-law may be prohibited from further bid solicitation opportunities for up to three (3) years as determined by the Manager of Supply.

46. BID DISPUTE RESOLUTION

46.1 To maintain the integrity of the procurement process, bidders who feel that they have been treated unfairly shall contact the City's contact listed on the bid document to request a debriefing in which the issues of concern may be discussed.

46.2 Should the debriefing meeting fail to satisfy the bidder, an appeal of the award decision may be requested in writing to the Manager of Supply within ten (10) days of the debriefing meeting.

46.3 The appeal shall be reviewed by a Dispute Committee. The Dispute Committee shall be comprised of the original city team members that participated in the procurement process, Chief Administrative Officer, **Director of Finance and Economic Development** and the Manager of Supply.

46.4 The matter will be considered closed after the Dispute Committee's decision.

47. LITIGATION AND BIDDERS

The City shall not consider any bids submitted by a bidder that is in active or pending litigation against the City. Potential bidders who are involved with the City in litigation matters can represent a compromised effort and a higher likelihood of future problems and liability. For these reasons such vendors will be disqualified.

48. SUSPENSION OF BIDDERS

The City may, in its sole discretion, disqualify a supplier from bidding for up to three (3) years on any bid solicitation or reject a bid if a supplier:

48.1 Has, at any time, threatened, commenced or engaged in legal claims or litigation against the Corporation;

48.2 Is involved in a claim or litigation initiated by the Corporation;

48.3 Has had safety issues;

48.4 Has engaged in lobbying;

48.5 Previously provided Goods and/or Services to the Corporation in an unsatisfactory manner;

48.6 Has failed to satisfy an outstanding debt to the Corporation;

48.7 Has a history of illegitimate, frivolous, unreasonable or invalid claims against the Corporation or any other municipal government;

48.8 Is found to have colluded as a result of bidding or providing of goods or services to any municipal, provincial, or federal government or any of their agencies or corporations or legally related entities;

48.9 Provides incomplete, unrepresentative or unsatisfactory references; or

48.10 Has engaged in conduct that leads the Corporation to determine that it would not be in the Corporation's best interests to accept the bid.

49. SEVERABILITY

If any section or sections of this Procurement By-law or parts thereof are found by an adjudicator of competent jurisdiction to be invalid or beyond the power of Council to enact, such section or sections or parts thereof shall be deemed to be severable and all other sections or parts of the Procurement By-law shall be deemed to be separate and independent there from and shall continue in full force and effect unless and until similarly found invalid or beyond the power of Council to enact.

50. SEGREGATION OF DUTIES

At least three of the five functional procurement roles: Requisition, Budgeting, Commitment, Receipt and Payment must be segregated. Responsibilities for these roles must lie with different departments or, at a minimum, with different individuals. Where it is not feasible to segregate these roles, i.e., for smaller organizations, adequate compensating controls approved by an external auditor must be put in place.

51. PAYMENT FOR RECEIPT OF GOODS/SERVICES

Typically, the City shall not pay for goods and/or services prior to receiving them. Similarly, procurement deposits and advance payments will not generally be employed in the City's business practices. Subscriptions and the procurement of Goods and/or services less than \$5,000 which are procured via the internet represent two types of accepted exceptions.

Exceptions may be authorized by the **Director of Finance**

52. REPEAL

That the City of Clarence-Rockland Policy No. **FIN2007-01** as amended, is hereby repealed.

Read a first, second and third time and passed this **20th day June 2016**.

Guy Desjardins, Mayor

Monique Ouellet, Clerk

SCHEDULE "A" – BID IRREGULARITIES

The Manager of Supply has the authority to apply this table to the procurement processes that they are administering.

Bid irregularities will be dealt with in accordance with the following table:

Irregularity	Consequence
Late Bids.	Rejection.
Bid security not provided or not in the form or amount that is specified.	Rejection.
Bid security not signed by the bidder or the bonding company.	Rejection.
Bids not completed in ink.	Rejection.
Signature missing from signature page.	Rejection.
Qualified bids (bids qualified or restricted by an attached or added statement).	Rejection, unless allowed for in the bid solicitation.
Bids received on documents other than those provided in the request.	Rejection, unless allowed for in the bid.
Part Bid (all items not bid).	Rejection, unless allowed for in the bid.
Failure to attend a mandatory meeting.	Rejection.
Bids containing errors in extensions, additions, or computations.	The City has the right to correct mathematical errors.
The City of Clarence-Rockland will not accept bids containing changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are not initialed by the bidder.	The bidder has 48 hours after the close of the bid to initial these pages, but will not be allowed to make any changes.
Bids which suggest that the bidder has made a major mistake in calculations or the bid.	Decision will be made on a case by case basis and in consultation with the Manager of Supply and the Legal Department.
Addenda not acknowledged.	The bidder has 48 hours to acknowledge addenda, but is not allowed to make any changes to their bids.
Other Proposal Irregularities, including deviations in terms.	Referred to the Bid Review Panel for review, consideration, and determination. Upon Request of the Owner, the Proponent may be given five (5) Working Days to correct such Proposal Irregularity.

SCHEDULE “B” – PROCUREMENT METHODS

Procurement Method / Process Approval / Signing Authority and Method

	Dollar Value	Method	Process Approval	Signing Authority	Method of Payment
A.	Regular procurement				
17.1	Low Value <\$500	Verbal quotation	Employee Designate, Manager	Manager	Payment card/ Purchase Order/ Invoice
17.2	Low Value \$500 up to not including \$2,500	3 Verbal Quotes requested. P-Card, PO or RFSO	Manager, Director	Manager or Director	Payment card/ Purchase Order/ Invoice
17.3	Moderate value \$2,500 up to but not including \$50,000	3 Written Quotes required. RFQ or RFSO	Manager of Supply and Processes or Director	Manager or Director	Payment card/Purchase Order/Invoice
17.4	High Value Greater than \$50,000	Request for Tender (RFT) or Request for Proposal (RFP)	Manager of Supply and Processes or Director	City Council	Purchase Order/Invoice/Agreement
B.	Non-competitive procurement				
18.2	Low Value <\$5,000	No method	Manager, Director	Director	Payment card receipt/ Purchase Order/ Invoice
18.3	Moderate value \$5,000 up to but not including \$50,000	PO	CAO	CAO	Purchase Order/Invoice
18.4	Mid and High Value >\$50,000	PO	City Council	City Council	Purchase Order/Invoice/Agreement
C.	Emergency procurement				
19	Unlimited	No method	CAO	CAO	Purchase Order/ Invoice

SCHEDULE "C" - EXCEPTIONS

Exceptions from requirements for a procurement process

- 1) A procurement process is not required for the following items, dollar values will determine the signing authority if a contract is to be signed.
 - a) Petty Cash Items
 - b) Training and Education
 - i. Conferences
 - ii. Courses
 - iii. Conventions
 - iv. Magazines
 - v. Memberships
 - vi. Periodicals
 - vii. Seminars
 - viii. City Employee development and training including all related, equipment, resources and supplies
 - ix. City Employee workshops including all related equipment, resources and supplies
 - x. Subscriptions
 - c) Refundable Employee Expenses – reimbursed through payroll
 - i. Meal allowances
 - ii. Miscellaneous – non-travel
 - iii. Other expenses authorized under City policy
 - d) Corporate General Expenses
 - i. Medicals
 - ii. On-going / renewal of existing I.T. related hardware & software licenses & maintenance contracts, specifically the following: Oracle, SqlServer, ESRI (GIS), Business Objects, SAP, AMANDA, Avantis, Banner, Active Networks (Class/POS), ImageSite, Trapeze, RIVA, FDM (CAD/RMS), Introtel Communications Inc., Dell Server Maintenance, Microsoft Premiere Support, EMC Maintenance.
 - iii. Charges to or from other government agencies with approval from finance, including:
 - 1) Regional permits
 - 2) Cross boundary agreements
 - 3) Fire dispatch agreements
 - 4) Radio trunking license

- e) Professional and special services
 - i. Legal services, including realty services such as appraisal, land survey, negotiations, and expert services in disciplines such as planning, landscaping, hydrogeology, economic forecasting, as may be needed to deliver legal and realty services.
 - ii. The acquisition, disposition and leasing of land as outlined in the Delegated Authority By-law
 - iii. Legal services related to HR matters determined by the Director of Human Resources or designate
 - iv. Performance / artist's fee / special events
 - v. Providers of artistic and recreational services, such as instructors, dance / yoga / gymnastic teachers, historical experts, artistic designers
- f) Utilities (to include servicing and requested plant modifications / relocations related to construction)
 - i. Postage & courier services
 - ii. Water and sewage
 - iii. Hydro
 - iv. Gas
 - v. Telephone (basic services), cellular and wireless devices
 - vi. Cable television charges
 - vii. Other regulated authorities operating within and across municipal right of ways (e.g. CN Rail, Bell Canada)

SCHEDULE “D” – NON COMPETITIVE PROCUREMENT

Criteria for non-competitive procurement (Single/Sole Source)

Pursuant to Section 18.0, a Non-Competitive Procurement may be conducted using a single or sole source vendor only if one or more of the conditions listed in either (a) or (b) below apply. The conditions listed in (a) apply to sole source and the conditions listed in (b) apply to single source. The Manager of Supply will have the right of final determination, and a process may be undertaken to obtain the best value under the circumstances for the City:

- (a) The goods and/ or services are only available from one vendor by reason of:
 - (i) a statutory or market based monopoly; or
 - (ii) scarcity of supply in the market; or
 - (iii) the existence of exclusive rights such as patent, copyright or license; or
 - (iv) the complete item, service, or system is unique to one vendor and no alternative or substitute exists within Canada.

- (b) The goods and/ or services are available from more than one source, but there are good and sufficient reasons for selecting one supplier in particular, as follows:
 - (i) An attempt to acquire the required goods and/ or services by soliciting competitive bids has been made in good faith, but has failed to identify a willing, capable and compliant supplier; or
 - (ii) The confidential nature of the requirement is such that it would not be in the public interest to solicit competitive Bids; or
 - (iii) The solicitation of competitive bids would not be economical to the City; or
 - (iv) Construction, renovations, repairs, maintenance etc. in respect of a building leased by the City may only be done by the lessor of the building, in accordance with a lease agreement; or
 - (v) The goods are purchased under circumstances which are exceptionally advantageous to the City, such as in the case of a bankruptcy or receivership; or
 - (vi) It is advantageous to the City to acquire the goods and/ or services directly from another public body or public service body; or
 - (vii) Another organization is funding or substantially funding the procurement and has determined the supplier, and the terms and conditions of the commitment into which the City will enter are acceptable to the City; or
 - (viii) The procurement is for a particular brand of goods and/ or services that are intended solely for resale to the public and no other brand is desirable and the brand is not available from any other source; or
 - (ix) A need exists for compatibility with, or for the maintenance and support of a City standard and there are no reasonable alternatives, substitutes, or accommodations; or
 - (x) A need exists to avoid violating warranties and guarantees where support or service is required for a City standard; or
 - (xi) Instructors, coaches, trainers and other specialized services for recreation programs for which bids cannot readily be called

ANNEXE "A" DELEGATION OF AUTHORITY FORM

FORMULAIRE DÉLÉGATION D'AUTORITÉ CORPORATION DE LA CITÉ DE CLARENCE-ROCKLAND	DELEGATION OF AUTHORITY FORM CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
---	--

Je _____ délègue l'autorité à _____
(Nom et titre) *(Nom et titre)*

d'approuver des dépenses en capital et d'opérations jusqu'à la limite maximale indiquée ci-dessous.

I _____ delegate the authority to _____
(Name and title) *(Name and title)*

to approve capital and operations expenditures up to the maximum limits set forth below.

Dépenses/Expenditures	Limite/Limit <i>(Must not Exceed Financial Authority Matrix)</i>
Capital	
Opérations/Operations	

Signature
(Directeur du département/ Department Director)

Signature
(Directeur général/Chief Administrative Officer)

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CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

By-Law 2019-XX

BEING A BY-LAW TO ESTABLISH PROCUREMENT POLICY AND PROCEDURES FOR THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND AND TO REPEAL BY-LAW POLICY No. FIN2016-007

WHEREAS Section 271 of the Municipal Act, 2001, as amended provides that a municipality shall adopt and maintain policies with respect to its procurement of goods and services;

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND ENACT AS FOLLOWS:

1. GENERAL PROVISIONS

The purpose of this by-law is to establish a policy for the procurement of goods and/or services which supports providing ethical, professional and accountable delivery of programs and services to the residents of the City in a manner which protects the integrity of the City, the public and the participants in the competitive procurement process. Hence, the goals of this By-law are to:

- 1.1 Encourage competitive bidding;
- 1.2 Ensure objectivity and integrity of the competitive procurement process;
- 1.3 Ensure fair and equitable treatment of all bidders;
- 1.4 Ensure openness, accountability and transparency while protecting the financial best interests of the City;
- 1.5 Obtain the best value when procuring goods and/or services for the City;
- 1.6 Maintain timely and relevant policies and procedures by reviewing this by-law, at minimum, within five (5) years of the approval date to evaluate its effectiveness. This review shall be undertaken by an ad hoc committee of directors or designates the final result of which shall be comprised of a report to Council by the Director of Finance. This provision is intended to set a target date for a future review of this by-law and the failure to conduct a review within the time period set out shall not have an effect on the validity of this by-law;
- 1.7 Avoid conflicts between the interests of the City and those of the City's employees and members of Council; and
- 1.8 Ensure compliance with applicable International / Inter-Provincial trade treaties or agreements, as amended.

2. DEFINITIONS

- 2.1 "Award" is when the contract has been signed by both the vendor and the City or a purchase order has been issued.
- 2.2 "Bid" is a quote, tender or proposal submitted to the City in response to a bid solicitation.
- 2.3 "Bidder" is a legal entity that submits a bid.

- 2.4 "Bid Irregularity" is a defect contained within a response to a bid solicitation.
- 2.5 "Bid Dispute" is a written complaint provided to the Manager of Supply by a bidder giving specific reasons of the complaint against the methods employed or decisions made by the City in the process leading to the award of a contract.
- 2.6 "Bid Solicitation" is an invitation for bids from the City for the purpose of entering into a contract.
- 2.7 "Black Out Period" is the period of time that starts when the bid solicitation is issued, and ends at the award.
- 2.8 "City" is the Corporation of the City of Clarence-Rockland.
- 2.9 "Chief Administrative Officer" is the Chief Administrative Officer as appointed by the Council of the Corporation of the City of Clarence-Rockland or his/her designate.
- 2.10 "Client Department" is the City Department who has budgeted for the goods and/or service.
- 2.11 "Competitive" is a procurement process where more than one bidder is provided the opportunity to submit a bid.
- 2.12 "Compliant" means the response to the bid solicitation conforms to the mandatory requirements contained in the bid solicitation.
- 2.13 "Conflict of Interest"
- is defined as a situation or circumstances, real or perceived that could give a bidder or potential bidder an unfair advantage during a competitive procurement process or compromise the ability of a contractor to perform its obligations under their contract.
 - is a situation when a City employee or a member of their family has a direct financial interest in a contract or proposed contract with the City, and where the City employee could directly influence the decision made in the course of performing their job duties, and also where they could indirectly influence the decision through exerting personal influence over the decision-makers.
- 2.14 "Consulting Services" are services of an advisory nature required to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills or unique abilities not usually available in-house or from within the City.
- 2.15 "Contract" is a binding agreement between two or more legal entities, awarded under this Procurement By-law.
- 2.16 "Contractor" is any legal entity to which a contract is awarded.
- 2.17 "Council" is the Council of the Corporation of the City of Clarence-Rockland.
- 2.18 "Department" is any department in the City of Clarence-Rockland
- 2.19 "Delegation of Authority" is when a person in authority appoints some or all of their authority to other City employees.
- 2.20 "Designated" means an employee designated by a Director and approved by the Chief Administrative Officer to exercise any or all responsibilities with respect to this Policy.

- 2.21 "Director" is any Director or designate of a department within the City of Clarence-Rockland.
- 2.22 "Family Member" is a spouse (including common law spouse), parent, grandparent, sibling, child, grandchild, niece, nephew, uncle, aunt or cousin of the City employee.
- 2.23 "Goods" means personal property, including raw materials, products, supplies, equipment and other physical objects of every kind and description but does not include real property.
- 2.24 "Lease" an agreement by which one party (lessee) leases from a second party (lessor) equipment or space for a specified period of time at a predetermined cost.
- 2.25 "Litigation (Pending)" is whereby a potential claimant has demonstrated or manifested an intention to assert a possible claim.
- 2.26 "Manager of Supply" is the Manager of Supply and Processes of the City or designate.
- 2.27 "Non-compliant" means the response to the bid solicitation does not conform to the mandatory requirements contained in the bid solicitation.
- 2.28 "Payment Card" is a credit card used by authorized employees to pay for goods.
- 2.29 "Procurement means"
- purchasing, renting, leasing, or otherwise acquiring any goods and/ or services or construction; includes all functions that pertain to the acquisition, including the description of requirements, preparation, solicitation, selection and award of the contract and all phases of contract administration; and
 - the combined functions of purchasing, inventory control, transportation, receiving, inspection, storekeeping, salvage and disposal operations.
- 2.30 "Supply Department" means the section of the Finance Department that is responsible for the procurement of goods and/ or services for the City.
- 2.31 "Professional Services" services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance.
- 2.32 "Proponent" a legal entity that submits a proposal.
- 2.33 "Proposal" is a submission received in response to a Request for Proposal, acceptance of which may be subject to further negotiations
- 2.34 "Purchase Order means";
- a) a written confirmation of the procurement of goods and / or services at a specific cost and required for any procurement of goods and / or services.
 - b) may be used as the City's contract with the vendor to formalize all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.
- 2.35 "Quotation" is a submission received in response to a Request for Quotations.
- 2.36 "Request for Expression of Interest (REI)" is an information gathering exercise, where the City makes a request to the market for the purpose of compiling a list of potential bidders who may be interested in providing goods and/or services to the City. This process does not create any contractual obligations.

- 2.37 “Request for Information (RFI)” is an information gathering exercise, where the City makes a request to the market for the purpose of compiling market information on goods and/or services. This process does not create any contractual obligations.
- 2.38 “Request for Pre-Qualification (RPQ)” is a request for the submission of information from potential bidders, that may include, but not limited to, experience, education, financial strength, and capabilities. Typically, a RPQ is a pre-cursor to a tender and multiple bidders are pre-qualified.
- 2.39 “Request for Proposal (RFP)” is a request for submissions focused on obtaining best-value where price is not the only evaluation factor as other evaluation criteria such as experience of personnel / bidder, methodology, and approach, among other things are weighted. The pre-defined evaluation process, once applied, will reveal the successful proponent that obtained the highest scoring proposal, not necessarily the lowest priced.
- 2.40 “Request for Quotation (RFQ)” is a request for submissions where the specifications are defined and the successful bidder of the RFQ is the lowest compliant bidder and the value of the procurement is under \$50,000.
- 2.41 “Request for Tender (RFT)” is a request for submissions where the specifications are pre-defined, confirmed in evaluation as being compliant and the successful bidder of the competition is the lowest compliant bidder
- 2.42 “Request for Standing Offers (RFSO)” is a request for standing offers where unit pricing for known goods or defined services of defined skills sets is the primary evaluation factor or other evaluation criteria such as experience of personnel / bidder, availability, or quality, among other things are considered. The successful proponents of the RFSO are made potential vendors for goods or services that are later set within a defined scope of work.
- 2.43 “Scope of Work” is the work that has been described in a bid solicitation that must be done to deliver the goods and/or services with the specified features and functions within the time, quality and price specified.
- 2.44 “Services” is any professional or general service work performed which does not result in the delivery of goods, e.g. repairs, training, surveys, consulting, etc.
- 2.45 “Sole Sourcing” is any procurement made where the procurement of goods and/or services is unique to a particular vendor and cannot be obtained from another source.
- 2.46 “Single Sourcing” is any procurement made where the procurement of goods and/or services is from a particular vendor rather than through bid solicitation from other vendors who can also provide the same goods and/or services.
- 2.47 “Tender” is a submission received in response to a Request for Tender
- 2.48 “Value for Money/Best Value” is a value-for-money approach which aims to deliver goods and / or services with a lower total life-cycle cost while maintaining a high standard.
- 2.49 “Vendor” is a supplier / seller of goods and/or services.

3. APPLICATION OF BY-LAW

This Procurement By-law shall apply to the procurement of goods and/or services for the purposes of all City Departments. No expenditure, procurement or commitment shall be incurred or made, and no account shall be paid

by the City for goods and/or services except as provided in this Procurement Bylaw or otherwise approved by Council.

4. ETHICS

The Ontario Public Buyers Association's Code of Ethics is based on the following tenets and all City employees who are authorized to procure goods and / or services on behalf of the City are to adhere to the following:

- 4.1 Open and honest dealings with everyone who are involved in the procurement process. This includes all businesses with which the City of Clarence-Rockland enters into contracts with or from which it procures good and/ or services, as well as all City employees and of the public who utilize the services of the Supply Department section of the Finance Department;
- 4.2 Fair and impartial award recommendations for all contracts and tenders. This means that the City does not extend preferential treatment to any vendor, including local companies, as is it not good business practice since it limits fair and open competition for all vendors and is therefore a detriment to obtaining the best possible value for each tax dollar;
- 4.3 An irreproachable standard of personal integrity on the part of all those designated as procurement agents for the city. Absolutely no gifts or favors are accepted by the procurement agents for the City of Clarence-Rockland in return for business or the consideration of business. Also, the procurement agents of the City of Clarence-Rockland shall not publicly endorse one company in order to give that company an advantage over others;
- 4.4 Cooperation with other public agencies in order to obtain the best possible value for every tax dollar. The City of Clarence-Rockland may participate with other government agencies or public authorities in co-operative purchasing where it is in the best interests of the City to do so; and
- 4.5 Continuous development of procurement skills and knowledge. All members of the Supply Department shall take advantage of the many opportunities provided by the various purchasing associations to further their knowledge of good public procurement principles and to maintain excellent skills.

5. ACCOUNTABILITY AND RESPONSIBILITY

5.1 Chief Administrative Officer

The Chief Administrative Officer has the authority to instruct directors not to award contracts and to submit recommendations to Council for approval and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of the City

5.2 Directors

Each Director shall be responsible for:

- 5.2.1 The preparation and submission of reports for award of the contracts in accordance with this Procurement By-law;
- 5.2.2 Preparation of market ready specifications, scope of work or terms of reference;
- 5.2.3 That an original copy of all contracts be provided by the Director to the City Clerk;
- 5.2.4 Contract review and inspection to ensure that the scope of work, good and/ or services is being delivered in accordance with the contract;

- 5.2.5 Informing the Supply Department of any discrepancies with the receipt of goods and / or services, if required;
- 5.2.6 Authorizing the payment of bills;
- 5.2.7 Review of contractor performance;
- 5.2.8 For procurement activities within their departments and are accountable for achieving the specific objectives of the procurement project;
- 5.2.9 To award contracts in the circumstances specified in this By-law provided that the delegated power is exercised within the limits prescribed in this By-law, and the requirements of this by-law are met.
- 5.2.10 In conjunction with Supply Department shall provide evidence that the contract pricing represents fair market value;
- 5.2.11 In conjunction with the City Treasurer shall select the appropriate means to guarantee execution and performance of the contract. Means may include one or more of, but are not limited to, financial bonds or other forms of security deposits, provisions for liquidated damages, progress payments, and holdbacks.

Guarantees should:

- a) Not be excessive but sufficient to cover financial risks to the City;
 - b) Provide flexibility in applying leverage on a supplier so that the penalty is proportional to the deficiencies, and;
 - c) Comply with provincial statutes and regulations.
 - d) Prior to publishing proposals ensure financial bonds for contract performance shall only be required where the City will be exposed to costs if the contractor does not complete the requirements of the contract.
- 5.2.12 Prior to commencement of work Directors will provide evidence of satisfactory insurance, ensuring indemnification of the City of Clarence-Rockland from any and all claims, demands, losses, costs or damages resulting from the performance of a supplier's obligations under the contract;
- 5.2.13 Prior to payment to a supplier, the Director will obtain, a Certificate of Clearance from the Workplace Safety and Insurance Board ensuring all premiums or levies have been paid to the Board to date.
- 5.2.14 Approval of accounts within the approved budget for such department or any amendment to same as approved by Council;
- 5.2.15 Standardizing the use of goods and/or services, where such standardization demonstrably supports the purposes, goals and objectives of this By-law.

5.3 **Treasurer**

The **Treasurer** is responsible to and shall have the authority to:

- 5.3.1 Establish administrative procedures and policies for the implementation of this By-law;

- 5.3.2 Establish, through consultation with the Chief Administrative Officer, standards for bid solicitations, purchase orders, contracts and other documents;
- 5.3.3 Ensure open, fair and impartial purchasing processes for goods and/or services;
- 5.3.4 Ensure compliance with this By-law and advise the Chief Administrative Officer when there has been non-compliance.
- 5.3.5 Ensure quarterly review of purchasing authority delegation.

5.4 Manager of Supply

The Manager of Supply shall be responsible for:

- 5.4.1 Issuance and administration of the procurement process for the procurement of goods and/ or services, such as, but not limited to service contracts, IT Procurement, winter control, fleet requirements, consulting requirements, food services, fuel, natural gas, electricity;
- 5.4.2 Administration and interpretation of this Procurement By-law;
- 5.4.3 Ensuring compliance to this By-law and reporting non-compliance, in writing to the Client Department Director, **Treasurer**, and/ or Chief Administrative Officer;
- 5.4.4 Providing procurement advice including preparing bid documentation;
- 5.4.5 Checking and ensuring procedural compliance of bids;
- 5.4.6 Reviewing the specifications, scope of work or terms of references as prepared by the Client Department to ensure a level playing field among bidders;
- 5.4.7 Committing and coordinating co-operative procurement with other levels of government, municipalities, boards, agencies, commissions, or public sector entities where such procurement are determined to be in the best interests of the City;
- 5.4.8 Disposal of surplus and obsolete goods that had an initial procurement value over \$10,000, or other goods if deemed to be in the best interest of the City
- 5.4.9 Review of reports prepared by other City employees for award of the contracts for compliance with this Procurement By-law;
- 5.4.10 Administration of a contractor performance program;
- 5.4.11 Committing and coordinating the consolidation of similar goods and / or services for the City in order to achieve volume discounts and administrative efficiencies;
- 5.4.12 Creation, amendment and deletion of policies, practices and procedures that support the objectives and application of this By-law; and
- 5.4.13 For awards of competitive contracts of a value of \$50,000 or less, the Supply Department may award a contract on behalf of a Director provided that Supply is in receipt of a funded requisition and the requirements of this bylaw are met

5.4.14 The Manager of Supply will ensure the financial signing authority matrix is available to all Supply employees

5.4.15 The Supply Department employees will review the list prior to completing tasks that require approval.

6. FINANCIAL SIGNING AUTHORITY

A contract may be awarded under this By-law subject to the policies defined hereunder and pursuant to the financial signing authority matrix that is maintained by the City Treasurer. Departmental staff involved in the procurement process should ensure that they have the latest financial signing authority matrix from the City Treasurer.

The City Treasurer shall provide updated financial signing authority matrix to the Manager of Supply each time there is a revision.

7. DELEGATION OF AUTHORITY

The Director has the ability to delegate their signing responsibility and the following process will be followed:

7.1 The Director shall prepare a Delegation of Authority Form Annex "A";

7.2 The form shall provide evidence that the City employees listed have been delegated authority for the Procurement of Goods and/ or Services;

7.3 The form shall be updated immediately upon any change in City employees or position;

7.4 A copy of the form shall be sent to the City Treasurer each time there is a revision;

Once a responsibility has been delegated by the Director, City employees that have been provided delegated authority shall not have the authority to further delegate this authority to any other person.

8. QUARTERLY REPORT TO COUNCIL

8.1 The Treasurer shall report on a monthly basis to Council all purchases that were exercised by City Staff for expenditures of \$5,000.00 or greater.

8.2 The Manager of Supply shall submit to Council an information report semi-annually containing the details relevant to the exercise of delegated authority for all contracts awarded by Directors exceeding \$50,000 and Supply Services shall certify in the report that the awards are in compliance with the Procurement By-law.

9. REPORT WRITING RESPONSIBILITY

Report writing responsibilities recommending Council approval for award will typically belong to the client department receiving the respective good and/ or services. Generally, the client department is best equipped and qualified for this

10. FORMAL BID PROCESS

10.1 All Bids (with the exception of submissions in response to Requests for Pre-Qualification) shall be received by the Manager of Supply or otherwise in accordance with the instructions in the bid solicitation, and opened

in public at the time and place stated in the bid solicitation unless specified otherwise in the bid solicitation documents.

- 10.2 The opening of all bids shall be attended by the Manager of Supply or designate and the department head and/ or designate.
- 10.3 Closing times for sealed bids will be determined by the Supply Department, at the designated location.
- 10.4 Bid irregularities shall be administered in accordance with Schedule "A".

11. BID DEPOSITS

- 11.1 Bid deposits or an Agreement to Bond shall be required to accompany bid submissions for all municipal construction projects with an estimated value of more than \$100,000.00, excluding taxes, and for any other contract, scope of work or purchase as deemed appropriate by the department head.
- 11.2 All bonds must be originals, signed and sealed. No fax or photocopies will be accepted.
- 11.3 The bid bond must be issued by a bonding agency currently licensed to operate in the Province of Ontario naming the City as the obligee.

12. BONDING REQUIREMENTS

- 12.1 Performance, Labor and Material and/or Maintenance Bonds are required for all construction projects exceeding \$100,000.00 for a minimum of 25% of the bid amount.
- 12.2 All bonds must be originals, signed and sealed. No fax or photocopies will be accepted.
- 12.3 The bond must be issued by a bonding agency currently licensed to operate in the Province of Ontario naming the City as the obligee.

13. DISPOSAL OF SURPLUS AND OBSOLETE GOODS

Directors shall submit lists comprising assets exceeding \$10,000.00 which are obsolete, damaged or surplus to that department's needs.

- 13.1 All surplus assets shall first be offered to other departments within the Corporation. Upon this first step, surplus assets to be offered outside the Corporation must be approved by the CAO.
- 13.2 All surplus assets not required by any department of the Corporation may then be offered to public sector agencies and charitable organizations within the City prior to any public disposal procedure, donation or sale to area municipalities.
- 13.3 Surplus assets may be donated to non-profit agencies or non-profit institutions.
- 13.4 Surplus assets must be sold by sealed bid or public auction through the, municipal website or any other online classified site(s).

- 13.5 The respective department shall be credited with the net proceeds, if any, from the disposal of its surplus assets unless otherwise authorized by the Chief Administrative Officer or Council
- 13.6 Surplus assets shall not be sold directly to an employee or to a member of Council, although this does not prohibit any employee or member of Council from purchasing surplus assets being sold through a public process.
- 13.7 At the discretion of the Manager of Supply, disposal of goods may be done by the Supply Department, irrespective of the value, if deemed to be in the City's best interests.

14. RESPONSE TIME FOR BIDS

- 14.1 A minimum response time for bidders to submit a bid will be 15 working days for bid solicitations that are budgeted for \$50,000 and over.
- 14.2 For more complex bid solicitations, more than 15 working days should be considered.

15. MONETARY REFERENCE

- 15.1 All references to dollar amounts in this By-law are in Canadian dollars.
- 15.2 For bid evaluation purposes, all bids submitted in currencies other than Canadian dollars shall be converted to Canadian dollars, at the exchange rate established by the Finance Department.
- 15.3 All references to dollar amounts in this By-law do not include applicable taxes.

16. PROCUREMENT POLICIES

The following are procurement policies that involve all of the procurement methods discussed in Section 17.0.

- 16.1 Designated departmental employees with sufficient financial signing authority are authorized to award contracts;
- 16.2 Recommended bidder is the lowest compliant bidder (s) meeting specifications in the case of a tender or the highest scoring proponent(s) in the case of a proposal;
- 16.3 The Manager of Supply will work with the Director's to identify corporate opportunities to consolidate the procurement of goods and / or services to obtain such benefits such as volume discounting and administrative efficiencies;
- 16.4 The copies of the bids and any contract(s) that may result shall be kept on file by the Supply Department in accordance with the Corporate Records Retention By- law and for audit purposes;
- 16.5 Council approved budget authority exists for the procurement;
- 16.6 For capital contracts, the total project cost is within the approved capital budget amount. For multi-year operating contracts, the funding for future years can reasonably be expected to be made available if the funding is included in the current year's approved budget.

17. REGULAR PROCUREMENT (SCHEDULE “B” ILLUSTRATES A SUMMARY OF PROCUREMENT METHODS)

17.1 Low Value Procurement (\$0-\$499)

- 17.1.1 This acquisition process can be performed by staff delegated by the Director, or if they so desire, by the Procurement Services Department.
- 17.1.2 Directors are responsible to ensure only purchases, which can be demonstrated to have been made at fair value, shall be made
- 17.1.3 Request may be on a payment card or purchase order;

17.2 Low Value Procurement (\$500 up to but not including \$2,500)

- 17.2.1 This acquisition process can be performed by staff delegated by the Director, or if they so desire, by the Procurement Services Department.
- 17.2.2 Directors are responsible to ensure only purchases, which can be demonstrated to have been made at fair value, shall be made
- 17.2.3 Request may be on a payment card or purchase order;

17.2.4 A minimum of three verbal quotes are requested; (Verbal quotes shall be recorded in writing by staff)

17.3 Request for Quotation (\$2,500 up to but not including \$50,000) / Bid

- 17.3.1 This acquisition process performed by the Procurement Services Department;
- 17.3.2 The Request for Quotation does not exceed \$50,000;
- 17.3.3 A minimum of three bidders are requested to submit a bid;
- 17.3.4 Method of payment shall be a purchase order or agreement;

17.3.5 Three written quotes are required; (Written quotes shall be supplied by vendors)

17.4 Request for Tender (\$50,000 up) / Bid

- 17.4.1 This acquisition process performed by the Procurement Services Department;
- 17.4.2 The bid is advertised on the City's website and other sources such as the local paper, industry newspaper and other websites as required;

17.4.3 Director / CAO required to approve or award; Agreements if purchase does not exceed \$10,000 of the approved budget;

- 17.4.4 Council Resolutions are required to approve award; Agreements signed by Mayor and City Clerk if purchase is over the approved budget by \$10,000;
- 17.4.5 Method of payment shall be a purchase order or agreement.
- 17.4.6 Tenders will be opened publicly and the names of all the bidders and the total bid amount for all bidders will be disclosed publicly.
- 17.4.7 Recommended bidder is the lowest compliant bidder (s) meeting specifications.

17.5 Request for Proposal (\$50,000 up) / Bid

- 17.5.1 This acquisition process performed by the Procurement Services Department;
- 17.5.2 The bid is advertised on the City's website and other sources such as the local paper, industry newspaper and other websites as required;
- 17.5.3 Director / CAO required to approve or award; Agreements if purchase does not exceed \$10,000 of the approved budget;
- 17.5.4 Council Resolutions are required to approve award; Agreements signed by Mayor and City Clerk if purchase is over the approved budget by \$10,000;
- 17.5.5 Method of payment shall be a purchase order or agreement;
- 17.5.6 The technical section of the proposals and the declaration of acceptance will be opened publicly while sealed pricing envelopes will remain sealed until after evaluation of each criterion.
- 17.5.7 Recommended bidder is the highest scoring proponent.

18. NON-COMPETITIVE PROCUREMENT (SCHEDULE "B" ILLUSTRATES A SUMMARY OF PROCUREMENT METHODS)

- 18.1 The City should employ a competitive procurement process for goods and / or services, but in special circumstances, a competitive bid process may not be possible or preferred. This is known as "non-competitive procurement". Criteria for non-competitive processes are outlined in Schedule D. Non-competitive procurements include Single Sourcing, Sole Sourcing and Unsolicited Bids;
- 18.2 Non-competitive Low Value Procurement (up to but not including \$5,000)
 - 18.2.1 Request may be on a payment card or purchase order;

Process Approval, Manager of Supply;
 - 18.2.2 Approval, Manager and Director
 - 18.2.3 Written quote is required.

18.3 Non-competitive moderate value \$5,000 up to but not including \$50,000

18.3.1 Process Approval, Manager of Supply;

18.3.2 Approval, Chief Administrative Officer;

18.3.3 Method of Payment Purchase Order/Agreement

18.4 Non-competitive High value > \$50,000

18.4.1 Process Approval, Manager of Supply;

18.4.2 Must be approved by City Council;

18.4.3 Method of Payment Purchase Order/Agreement

19. EMERGENCY PROCUREMENT

19.1 When an event occurs that is determined by the Chief Administrative Officer to be a threat to public health, the maintenance of essential City services, the welfare of persons or of public property, the protection of the City's physical assets, or the security of the City's interests and the occurrence requires the immediate delivery of goods and/ or services and time does not permit the issuance of competitive bids to acquire such goods and/ or services the Chief Administrative Officer after advising the Mayor may make such procurement without the involvement of the Manager of Supply or a competitive bid process and is authorized to do so in the most expedient and economical means possible.

19.2 In the case of a declared emergency the City's Emergency Response Plan will supersede this By-law;

19.3 The Chief Administrative Officer will report emergency procurement to City Council at the next Council meeting.

20. IN-HOUSE BIDS

20.1 In-house bids are a process that allows for internal staff to compete with external entities for procurement opportunities.

20.2 If in-house bids are considered the City must advise all potential suppliers in the bid documents that in-house departments will be permitted to submit bids.

20.3 The direct and indirect costs (e.g. Dollars, staffing, technology and equipment) required to produce the activities are fairly attributed and are fairly evaluated against external bids.

20.4 In- house bids need to be arms-length from all aspects of the procurement process. This includes defining the scope of the work, preparing and circulating the bid document, evaluating the bids, negotiating the contract and monitoring performance and addressing poor performance. This is to promote objectivity, avoid conflicts and challenges to the process.

21. REQUEST FOR PRE-QUALIFICATION

The Manager of Supply is authorized to conduct a Request for Pre-Qualification process. This is typically used in a stepped procurement process for larger projects or projects where there are significant risks.

22. REQUEST FOR EXPRESSION OF INTEREST / REQUEST FOR INFORMATION

The Manager of Supply is authorized to conduct a Request for Expression of Interest or a Request for Information. A Request for Expression of Interest or Request for Information may be conducted as a preliminary step before a Request for Tender, Request for Quote, Request for Proposal or a Pre-Qualification process.

23. STANDING OFFER PURCHASES

- 23.1 A Request for Standing Offer may be used where: (a) one or more clients repetitively order the same goods or services and the actual demand is not known in advance, or a need is anticipated for a range of goods, services and construction for a specific purpose, but the actual demand is not known at the outset, and delivery is to be made when a requirement arises.
- 23.2 The Supply Department shall establish and maintain standing offers that define source and price with selected suppliers for all frequently used goods or services.
- 23.3 To establish prices and select sources, the Supply Department shall employ the provisions contained in this By-law for the acquisition of goods, services and construction.
- 23.4 More than one supplier may be selected where it is in the best interests of the City and the bid solicitation allows for more than one. In circumstances where competition results in a large number of offers from vendors, which offers exceed the needs of the City, the Supply Department is authorized to approach the highest ranked vendors to negotiate lower unit rates for the goods or services in return for a reduction in the number of firms authorized to provide the goods or services or the offer of a firm contractual commitment by the City.
- 23.5 Where purchasing action is initiated by a department for frequently used goods or services for which a standing offer is in place and the value of the purchasing action exceeds \$2,500, it is to be made with the supplier or suppliers listed in the standing offer.
- 23.6 In a Request for Standing Offer, the expected quantity of the specified goods or services to be purchased over the time period of the agreement will be as accurate an estimate as practical and be based, to the extent possible, on previous usage adjusted for any known factors that may change usage.
- 23.7 A call-up against a standing offer is considered to be an individual contract, and the normal contract award prescribed limits apply, unless otherwise stated in the original approval document.

24. EXEMPTIONS

Upon approval of the CAO of an exemption request, the Department Head is to submit a report to Council about such request exemption from any or all of the purchasing methods outlined in this policy. Such exemption must be granted through a resolution and a copy must be forwarded to the Finance Department.

25. PRESCRIBED COUNCIL APPROVAL

25.1 Despite any other provision of this By-law, the following contracts are subject to Council approval:

25.1.1 Any contract requiring approval from the Ontario Municipal Board;

25.1.2 Any contract prescribed by Statute to be made by Council;

25.1.3 Where the cost amount proposed for acceptance is higher than the Council approved department estimates and the necessary adjustments cannot be made;

25.1.4 Where the revenue amount proposed for acceptance is lower than the Council approved department estimates;

25.1.5 Where a major irregularity precludes the award of a tender to the supplier submitting the lowest responsive bid;

25.1.6 Where authority to approve has not been expressly delegated; and

25.1.7 Where a contract is a result of a public private partnership ("P3") opportunity.

25.2 No provision of the By-law precludes a Director or the Supply Department from submitting an award to Council where:

25.2.1 In the opinion of a Director, it is in the best interest of the City to do so; or

25.2.2 It is a matter of procurement procedure and, in the opinion of Supply Department; it is in the best interest of the City to do so.

26. NEGOTIATION

26.1 Notwithstanding that negotiation may be a component of another procurement process, negotiation may be used for purchases of goods and/or services when any of the following criteria apply:

26.1.1 The required goods and/or services are in short supply;

26.1.2 Competition is precluded due to the existence of any patent right, copyright, technical secret or control of raw material;

26.1.3 A sole source has been approved;

26.1.4 Two (2) or more identical bids are received;

26.1.5 The lowest compliant bid received meeting all specifications exceeds the budget amount;

26.1.6 The extension of an existing contract would be more effective;

26.1.7 Only one (1) bid is received in response to a bid solicitation;

26.1.8 The bid solicitation process has been cancelled without award;

26.1.9 There is Council authorization to do so.

- 26.2 All purchases shall be authorized in accordance with the purchasing authorities set out in Schedule "B" and all contracts shall be signed as set out in the bid solicitation documents or as otherwise set out in the Corporation's delegation of authority.

27. CANADIAN CONTENT

The City will endeavor to achieve best value in its procurement of goods and/ or services. With this in mind, the City will not be bound to procure goods and/ or services based upon Canadian content.

28. TRADE AGREEMENTS

Procurement by the City may be subject to the provisions of trade agreements. Where an applicable trade agreement is in conflict with this By-law, the trade agreement shall take precedence. The Supply Department shall advise Directors where a procurement action may not conform to an applicable trade agreement as early as possible in the procurement process.

29. ADVERTISING PROCUREMENT OPPORTUNITIES

- 29.1 For goods and services procurement estimated at \$100,000 or more and construction procurement estimated at \$250,000 or more, the City is required to use an electronic advertising/tendering system providing equal access to potential vendors across the country. Other methods of advertising may be used in addition to an electronic system.
- 29.2 For construction procurements estimated between \$100,000 and \$250,000, the agreements require that at least one of the following methods is to be used:
- 29.2.1 An electronic advertising/tendering system providing equal access to potential vendors across the country
 - 29.2.2 A daily newspaper (e.g. local newspaper, trade publications) designated by the City; or
 - 29.2.3 Supplier lists, provided that the prequalification process is fair and open and allows other suppliers to qualify on an annual basis or each time if the qualification is for a specific project.

30. LOCAL PREFERENCE

- 30.1 The following two legislative documents prohibit municipalities from adopting a Local Preference Policy:

30.1.1 The Canada-European Union Comprehensive Economic and Trade Agreement (CETA); and

30.1.2 The Canadian Free Trade Agreement (CFTA).

- 30.2 The primary objective of the purchasing process is to acquire goods/services at the lowest possible cost, consistent with the demands of suitability, quality, service, and delivery capabilities.

31. GREEN PROCUREMENT

- 31.1 The City will endeavor to acquire goods and/ or services that minimize impacts on the environment and perform efficiently and effectively. While evaluating goods and/ or services for procurement (including all

aspects related to the production, transportation, use of operation, and replacement or disposal of goods) the following environmental factors will be considered in the addition to the specific requirements of the good and/or service:

- 31.1.1 Durable and reusable, as opposed to single use or disposable items;
- 31.1.2 Non-toxic or least toxic option, preferably compostable or biodegradable;
- 31.1.3 Reduce greenhouse gas and air pollutant emissions;
- 31.1.4 ENERGY STAR® rated if available or most energy-efficient option;
- 31.1.5 Recyclable, but if not recyclable, may be disposed of safely, or, vendor will take back good at its end of life;
- 31.1.6 Made from recycled materials;
- 31.1.7 If made from raw materials, they have been obtained and manufactured in an environmentally sound, sustainable manner;
- 31.1.8 Results in minimal or no environmental damage during normal use or maintenance;
- 31.1.9 Minimum packaging (consistent with the care of the good), preferably made of reusable, recycled or recyclable materials;
- 31.1.10 The lifecycle cost of the good through the acquisition, operation, and end of good life, including environmental impacts (a cradle to grave approach);
- 31.1.11 Reusable shipping packaging.

32. ACCESSIBILITY WHEN ACQUIRING GOODS AND/OR SERVICES

In accordance with the Human Rights Code, Ontarians with Disabilities Act, 2001 and the Accessibility for Ontarians with Disabilities Act, 2005 and its regulations, and specifically the Integrated Accessibility Standards, Ontario Regulation 191/11, Part 1, sections 5 and 6, accessibility requirements will be incorporated into the specifications with respect to the Procurement of goods and/ or services. Where possible, when a RFP competition is conducted, accessibility will be one of the evaluation criteria that will be considered in the decision making process.

33. DISCLOSURE OF INFORMATION

The Manager of Supply will not disclose commercial information, such as unit pricing and detailed information provided on potential solutions. Nonetheless, it should be noted that all information collected by the City is subject to the Municipal Freedom of Information and Protection of Privacy Act.

34. TIE BIDS

- 34.1 If two equal bids are received, a means of breaking the tie consistent with the provisions of the solicitation shall be employed.
- 34.2 Factors to be considered in breaking the tie include:
 - 34.2.1 Prompt payment discount;

- 34.2.2 When delivery is an important factor, the bidder offering the best delivery date be given preference;
- 34.2.3 A bidder in a position to better provide after sales service, with a good record in this regard, be given preference;
- 34.2.4 A bidder with an overall satisfactory performance record is given preference over a bidder known to have an unsatisfactory performance record;

34.3 Where two (2) or more Proposals achieve a tie score on completion of the evaluation process, the Purchaser shall break the tie by "flip of a coin". This action shall be taken in the presence of both Bidders.

34.4 If two Bids in response to a Tender or Request for Quotation are found to be equal in price, quality and service, the successful Bidder shall be chosen by "flip of a coin". This action shall be taken in the presence of both low Bidders.
If more than two Bidders are equal in all three areas – price, quality, service – the determination of the successful Bidder shall be established in the presence of the low Bidders by Lot (drawing a name from a container).

35 BID IRREGULARITIES

Bid irregularities will be dealt with according to Schedule A. This schedule will be included in all procurement documents where the procurement is greater than \$50,000. The evaluation of bid irregularities is not limited to the criteria set out in Schedule "A" and shall include such matters as Council deems appropriate in its sole and absolute discretion.

36 CONTRACT EXTENSIONS

- 36.1 The standard practice when a contract is or will be expiring is to conduct a new competitive process. Once all contract extensions within the contract have been exhausted, contracts may be extended at the discretion of the Manager of Supply if the situation warrants it.
- 36.2 If a contract extension is being sought from Council, the Manager of Supply will be provided an opportunity to review and provide comment on the report.

37 FORM OF CONTRACT

- 37.1 An award will require a formal written agreement or a purchase order.
- 37.2 A purchase order will; be used when the resulting contract is deemed straightforward, in the opinion of the department head, in consultation with the Treasurer, and will refer to the Corporation's standard terms and conditions outlined in the bid solicitation.
- 37.3 A formal written agreement satisfactory to the CAO shall be used when the resulting contract is deemed complex, in the opinion of the department head, in consultation with the Treasurer.

- 37.4 It shall be the responsibility of the department head in consultation with the CAO to determine if it is in the best interest of the Corporation to establish a formal written agreement with the supplier.

38 PAYMENT CARD

The City's Payment Card should be used as a payment tool for low dollar procurement and City employees are still required to adhere to the Procurement Bylaw.

39 OTHER ENTITIES

If the Manager of Supply administers a procurement process for any other entities, then the other entities will be governed by this Procurement By-law for the particular goods and/ or services that is procured.

40 RECORD RETENTION

- 40.1 The City of Clarence-Rockland shall keep records of procurement, as well as any other pertinent information, for reporting and audit purposes. The length of time for this record retention will be in accordance with the Corporate Records Retention By-law. Some examples of records that should be retained include:

- 40.1.1 The approvals obtained;
- 40.1.2 Copies of procurement documents used to qualify and select vendors;
- 40.1.3 Copies of award letters, notices and posted announcements;
- 40.1.4 Copies of agreements;
- 40.1.5 Changes to the terms and conditions of the agreement, especially changes in the agreement price;
- 40.1.6 Contractor performance, such as performance monitoring and management and knowledge transfer;
- 40.1.7 Receipt of deliverables;
- 40.1.8 Any other documentation related to procurement.

- 40.2 Whoever is responsible for the administration of the procurement process shall be responsible for the record retention of that particular procurement.

41 CITY EMPLOYEE BENEFITS

City employees will not be able to benefit by procuring goods from the City at the City's net cost.

42 PROHIBITIONS AND COMPLIANCE

- 42.1 All persons involved in the procurement of goods and/or services provided for in this By-law, shall act in a manner consistent with the requirements and objectives of this By-law.
- 42.2 No City employee shall divide the procurement of goods and/ or services with the intent of avoiding monetary limits or the requirements of this By-law.
- 42.3 No goods and/ or services shall be procured under this By-law by any person unless:

- 42.3.1 The goods and/ or services are legitimately for the purposes of the City, or for any other entities on whose behalf the procurement is being undertaken; and
- 42.3.2 To the best of that person's knowledge and belief, the funds for the procurement of the goods and/ or services are available with the approved budget or the procurement is expressly made subject to funding approval and, to the extent that they may be required, funds are available from any other entities on whose behalf the procurement of goods and/ or services is also being made.
- 42.4 No City employee shall directly or indirectly influence the bidding process to obtain goods and/ or services on behalf of the City from their family member.
- 42.5 No City employee will directly or indirectly influence the sale of City assets to any family member.
- 42.6 Members of Council, appointed officers and City employees shall not knowingly cause or permit anything to be done or communicated to anyone which is likely to cause any potential vendor or contractor to have an unfair advantage in obtaining a contract for the supply of goods and/ or services to the City, or other entities involved in the procurement of goods and/ or services either jointly or in co-operation with the City.
- 42.7 Member of Council shall separate themselves from the procurement process and have no involvement whatsoever in specific procurements. Members of Council should not see any documents or receive any information related to a particular procurement while the procurement process is ongoing. Members of Council who receive inquiries from bidders related to any specific procurement shall immediately direct those inquiries to the Manager of Supply.
- The only exception to Article 42.7 will be at the discretion of the Chief Administrative Officer or the delegate actively involved in the procurement process to ensure fairness and integrity of the process
- 42.8 No City employee shall knowingly cause or permit anything to be done which will jeopardize the legal validity or fairness of any procurement of goods and/ or services under this By-law or which is likely to subject the City to any claim, demand, action or proceeding as a result of such act or omission.
- 42.9 Unauthorized procurement by City employees and flagrant disregard for the Procurement By-law or procurement policies and procedures is not acceptable. With an aim to inspire Procurement By-law adherence and minimize the possibility of City embarrassment and potential liability, the responsibility for payment may become that of the individual who procured the goods or services.

43 CONFLICT OF INTEREST

- 43.1 All Bidders shall disclose to the City prior to submitting a bid and/or accepting a contract, any actual or potential conflict of interest. If the Manager of Supply determines a conflict of interest exists, the City may at its discretion not consider the bid submitted or not award the contract or consider other bids or terminate the contract.
- 43.2 No goods and/or services shall be purchased for any elected or appointed officials, members of a board or commission, or for Corporation officers, employees or their immediate family, except in accordance with this policy.
- 43.3 Every elected official, appointed officer, employee of the Corporation or member of an employee's immediate family is expressly prohibited from accepting, directly or indirectly, from any person, company, firm or corporation to which any purchase order or contract is, or might be awarded, any rebate, gift or money;

43.4 All elected officials, officers or employees of the Corporation shall declare any conflicts of interest to the Chief Administration Officer and shall have no involvement in a purchasing process where a conflict of interest exists, including, but not limited to:

43.4.1 Requesting goods and/or services, setting the parameters of the purchase, evaluating bids or recommending, deciding or making awards;

43.4.2 Direct contact with those making those purchasing decisions, both in the Supply Department and the user department.

43.5 Suppliers shall not be allowed to submit a bid for any bid solicitation in which the supplier has participated in the preparation of the bid solicitation, and any such bid submitted shall be disqualified except where such supplier has been specifically authorized by Council to participate in such bid solicitation.

44 BLACKOUT PERIOD

During the Blackout Period communication between bidders and City employees and between bidders and City Council is restricted. Bidders shall only contact the central point of contact identified in the bid document.

45 NO LOBBYING

45.1 No bidder or potential bidder shall contact any member of Council or any City employee to attempt to influence the award of a bid. Any activity designed to influence the decision making process of a bid solicitation, including, but not limited to, contacting any member of Council or registering as a delegate to a Committee of Council meeting or Council meeting prior to an award of a contract or contacting City employees for such purposes as meetings of introduction, social events, meals or meetings related to a bid solicitation may result in disqualification of the bidder for the bid solicitation to which the influential activity is deemed to be directed.

45.2 Notwithstanding the above, this prohibition does not apply to meetings specifically scheduled by the City for presentations or negotiations, or to questions which employees of the Supply Department may pose from time to time for clarification of the City's requirements.

45.3 The Manager of Supply's sole discretion will determine what constitutes influential activity acting reasonably, and not subject to appeal.

45.4 At the discretion of the Manager of Supply, any bidder who violates any provisions of this Procurement By-law may be prohibited from further bid solicitation opportunities for up to three (3) years as determined by the Manager of Supply.

46 BID DISPUTE RESOLUTION

46.1 To maintain the integrity of the procurement process, bidders who feel that they have been treated unfairly shall contact the City's contact listed on the bid document to request a debriefing in which the issues of concern may be discussed.

46.2 Should the debriefing meeting fail to satisfy the bidder, an appeal of the award decision may be requested in writing to the Manager of Supply within ten (10) days of the debriefing meeting.

46.3 The appeal shall be reviewed by a Dispute Committee. The Dispute Committee shall be comprised of the original city team members that participated in the procurement process, Chief Administrative Officer, **Treasurer** and the Manager of Supply.

46.4 The matter will be considered closed after the Dispute Committee's decision.

47 LITIGATION AND BIDDERS

The City shall not consider any bids submitted by a bidder that is in active or pending litigation against the City. Potential bidders who are involved with the City in litigation matters can represent a compromised effort and a higher likelihood of future problems and liability. For these reasons such vendors will be disqualified.

48 SUSPENSION OF BIDDERS

The City may, in its sole discretion, disqualify a supplier from bidding for up to three (3) years on any bid solicitation or reject a bid if a supplier:

48.1 Has, at any time, threatened, commenced or engaged in legal claims or litigation against the Corporation;

48.2 Is involved in a claim or litigation initiated by the Corporation;

48.3 Has had safety issues;

48.4 Has engaged in lobbying;

48.5 Previously provided Goods and/or Services to the Corporation in an unsatisfactory manner;

48.6 Has failed to satisfy an outstanding debt to the Corporation;

48.7 Has a history of illegitimate, frivolous, unreasonable or invalid claims against the Corporation or any other municipal government;

48.8 Is found to have colluded as a result of bidding or providing of goods or services to any municipal, provincial, or federal government or any of their agencies or corporations or legally related entities;

48.9 Provides incomplete, unrepresentative or unsatisfactory references; or

48.10 Has engaged in conduct that leads the Corporation to determine that it would not be in the Corporation's best interests to accept the bid.

49 SEVERABILITY

If any section or sections of this Procurement By-law or parts thereof are found by an adjudicator of competent jurisdiction to be invalid or beyond the power of Council to enact, such section or sections or parts thereof shall be deemed to be severable and all other sections or parts of the Procurement By-law shall be deemed to be separate and independent there from and shall continue in full force and effect unless and until similarly found invalid or beyond the power of Council to enact.

50 SEGREGATION OF DUTIES

At least three of the five functional procurement roles: Requisition, Budgeting, Commitment, Receipt and Payment must be segregated. Responsibilities for these roles must lie with different departments or, at a minimum, with different individuals. Where it is not feasible to segregate these roles, i.e., for smaller organizations, adequate compensating controls approved by an external auditor must be put in place.

51 PAYMENT FOR RECEIPT OF GOODS/SERVICES

Typically, the City shall not pay for goods and/or services prior to receiving them. Similarly, procurement deposits and advance payments will not generally be employed in the City's business practices. Subscriptions and the procurement of Goods and/or services less than \$5,000 which are procured via the internet represent two types of accepted exceptions.

Exceptions may be authorized by the **Treasurer**

52 REPEAL

That the City of Clarence-Rockland Policy No. **FIN2016-007** as amended, is hereby repealed.

Read a first, second and third time and passed this day 2019.

Guy Desjardins, Mayor

Monique Ouellet, Clerk

SCHEDULE "A" – BID IRREGULARITIES

The Manager of Supply has the authority to apply this table to the procurement processes that they are administering.

Bid irregularities will be dealt with in accordance with the following table:

Item	Irregularity	Consequence
1	Late bids	Automatic rejection, returned unopened to bidder
2	Bids received in an unsealed envelope	Automatic rejection
3	Bid submitted in a form other than the original Bid Form provided	Automatic rejection, unless in the opinion of the City the information provided is complete and it is not a financial schedule that has been submitted in a form other than the original Bid Form provided
4	Bid Form not signed or witnessed	Automatic rejection
	Bid Form signed by an authority to bind the company, but not witnessed	Upon notification, two (2) business days to seal or witness or bid shall be rejected
	Bid Form witnessed, but not signed by an authority to bind the company	Upon notification, two (2) business days to sign or bid shall be rejected
5	Incomplete Bid	Automatic rejection, unless:
		a) the competitive bid opportunity state that partial bids are acceptable, and the bid is complete in respect to the portion of the scope of work or deliverable(s) bid on; or
		b) in the opinion of the City, the omission is of a minor nature and is remedied by the bidder within two (2) business days of notification. Incomplete pricing shall not be considered minor in nature and shall result in automatic rejection, with the exception of the irregularities stated in accordance with Item 6 and 7
6	If a unit price has been provided but the corresponding extended total has been omitted	The extended total will be calculated from the unit price and the quantity specified, by the Owner
7	If an extended total has been provided but the corresponding unit price has been omitted.	The unit price will be calculated from the extended total and the quantity specified, by the Owner
8	Mathematical errors which are not consistent with the Unit Price, such as tax calculation errors	Upon notification, two (2) business days to correct or bid shall be rejected

9	Unit Price, which has been changed, not initialled but the corresponding extension is consistent with the amended Unit Price	Upon notification, two (2) business days to initial or bid shall be rejected
10	Unit price, which has been changed, not initialled and the corresponding extension is not consistent with the amended Unit Price	Automatic rejection
11	Transfer of an amount from one part of the submission to another is incorrect or incomplete	Upon notification, two (2) business days to correct or Bid shall be rejected
12	Bid Bond, in the form, amount and irrevocability outlined in the Contract documents, not submitted	Automatic rejection, unless the Bid Bond submitted is in excess of the competitive bid document requirements
13	Bid Bond not signed or sealed, as applicable	Automatic rejection
14	Bids not completed in ink or typed format	Automatic rejection
15	Alterations, additions, deletions or qualifying statements made to or provided with the Bid Form	Automatic rejection, unless in the opinion of the City the statements provided do not qualify any pricing but are included for clarity purposes
16	Strikeouts, erasures, whiteouts or overwrites made to the Bid Form that are not initialled	Automatic rejection, unless in the opinion of the City, the failure to initial is minor in nature and is capable of being remedied; upon notification, bidders shall have two (2) business days to initial or the bid shall be rejected. Un-initialled alterations to pricing shall be dealt with in accordance with Items 8, 9 and 10
17	Failure to have a representative in attendance and registered at a mandatory site visit	Automatic rejection
18	Bidder has not been previously prequalified under a related prequalification process, where applicable	Automatic rejection
19	Addenda have not been acknowledged:	
	a) which have financial implications	Automatic rejection
	b) which have informational content	Two (2) business days to acknowledge or bid shall be rejected

SCHEDULE “B” – PROCUREMENT METHODS

Procurement Method / Process Approval / Signing Authority and Method

	Dollar Value	Method	Process Approval	Signing Authority	Method of Payment
A.	Regular procurement				
17.1.a	Low Value <\$500	Verbal quotation	Employee Designate, Manager CAO	Manager Designate, CAO	Payment card/ Purchase Order/ Invoice
17.2	Low Value \$500 up to but not including \$2,500	3 Verbal Quotes requested (see section 17.2) P-Card, PO or RFSO	Manager, Director, Designate CAO	Manager Director Designate CAO	Payment card/ Purchase Order/ Invoice
17.3	Moderate value \$2,500 up to but not including \$50,000	3 Written Quotes required. (see section 17.3) RFQ or RFSO	Manager of Supply and Processes or Director CAO	Manager Director CAO	Payment card/Purchase Order/Invoice
17.4	High Value Greater than \$50,000 Within the Approved Budget	Request for Tender (RFT) or Request for Proposal (RFP)	Manager of Supply and Processes or Director	CAO Director	Purchase Order/Invoice/Agreement
17.5 New / added	High Value Greater than \$50,000 Outside the Approved Budget	Request for Tender (RFT) or Request for Proposal (RFP)	Manager of Supply and Processes or Director	City Council	Purchase Order/Invoice/Agreement
B.	Non-competitive procurement				
18.2	Low Value <\$5,000	No method	Manager of Supply and Processes or Director	Director CAO	Payment card receipt/ Purchase Order/ Invoice
18.3	Moderate value \$5,000 up to but not including \$50,000	PO	Manager of Supply and Processes or Director	Director CAO	Purchase Order/Invoice
18.4	Mid and High Value >\$50,000	PO	Manager of Supply and Processes or Director	City Council	Purchase Order/Invoice/Agreement
C.	Emergency procurement				
19	Unlimited	No method	CAO	CAO	Purchase Order/ Invoice

SCHEDULE “C” - EXCEPTIONS

Exceptions from requirements for a procurement process

- 1) A procurement process is not required for the following items; dollar values will determine the signing authority if a contract is to be signed.
 - a) Petty Cash Items
 - b) Training and Education
 - i. Conferences
 - ii. Courses
 - iii. Conventions
 - iv. Magazines
 - v. Memberships
 - vi. Periodicals
 - vii. Seminars
 - viii. City Employee development and training including all related, equipment, resources and supplies
 - ix. City Employee workshops including all related equipment, resources and supplies
 - x. Subscriptions
 - c) Refundable Employee Expenses – reimbursed through payroll
 - i. Meal allowances
 - ii. Miscellaneous – non-travel
 - iii. Other expenses authorized under City policy
 - d) Corporate General Expenses
 - i. Medicals
 - ii. On-going renewal of existing IM/IT related hardware & software licenses & maintenance support contracts, as well as contracts for Online Saas (Software as a service).
 - iii. Charges to or from other government agencies with approval from finance, including:
 - 1) Regional permits
 - 2) Cross boundary agreements
 - 3) Fire dispatch agreements
 - 4) Radio trunking license
 - e) Professional and special services

- i. Legal services, including realty services such as appraisal, land survey, negotiations, and expert services in disciplines such as planning, landscaping, hydrogeology, economic forecasting, as may be needed to deliver legal and realty services.
- ii. The acquisition, disposition and leasing of land as outlined in the Delegated Authority By-law
- iii. Legal services related to HR matters determined by the Director of Human Resources or designate
- iv. Performance / artist's fee / special events
- v. Providers of artistic and recreational services, such as instructors, dance / yoga / gymnastic teachers, historical experts, artistic designers
- f) Utilities (to include servicing and requested plant modifications / relocations related to construction)
 - i. Postage & courier services
 - ii. Water and sewage
 - iii. Hydro
 - iv. Gas
 - v. Telephone (basic services), cellular and wireless devices
 - vi. Cable television charges
 - vii. Other regulated authorities operating within and across municipal right of ways (e.g. CN Rail, Bell Canada)

SCHEDULE “D” – NON COMPETITIVE PROCUREMENT

Criteria for non-competitive procurement (Single/Sole Source)

Pursuant to Section 18.0, a Non-Competitive Procurement may be conducted using a single or sole source vendor only if one or more of the conditions listed in either (a) or (b) below apply. The conditions listed in (a) apply to sole source and the conditions listed in (b) apply to single source. The Manager of Supply will have the right of final determination, and a process may be undertaken to obtain the best value under the circumstances for the City:

- (a) The goods and/ or services are only available from one vendor by reason of:
 - (i) a statutory or market based monopoly; or
 - (ii) scarcity of supply in the market; or
 - (iii) the existence of exclusive rights such as patent, copyright or license; or
 - (iv) the complete item, service, or system is unique to one vendor and no alternative or substitute exists within Canada.

- (b) The goods and/ or services are available from more than one source, but there are good and sufficient reasons for selecting one supplier in particular, as follows:
 - (i) An attempt to acquire the required goods and/ or services by soliciting competitive bids has been made in good faith, but has failed to identify a willing, capable and compliant supplier; or
 - (ii) The confidential nature of the requirement is such that it would not be in the public interest to solicit competitive Bids; or
 - (iii) The solicitation of competitive bids would not be economical to the City; or
 - (iv) Construction, renovations, repairs, maintenance etc. in respect of a building leased by the City may only be done by the lessor of the building, in accordance with a lease agreement; or
 - (v) The goods are purchased under circumstances which are exceptionally advantageous to the City, such as in the case of a bankruptcy or receivership; or
 - (vi) It is advantageous to the City to acquire the goods and/ or services directly from another public body or public service body; or

 - (vii) Another organization is funding or substantially funding the procurement and has determined the supplier, and the terms and conditions of the commitment into which the City will enter are acceptable to the City; or
 - (viii) The procurement is for a particular brand of goods and/ or services that are intended solely for resale to the public and no other brand is desirable and the brand is not available from any other source; or
 - (ix) A need exists for compatibility with, or for the maintenance and support of a City standard and there are no reasonable alternatives, substitutes, or accommodations; or
 - (x) A need exists to avoid violating warranties and guarantees where support or service is required for a City standard; or
 - (xi) Instructors, coaches, trainers and other specialized services for recreation programs for which bids cannot readily be called

ANNEXE “A” DELEGATION OF AUTHORITY FORM

<p>FORMULAIRE DÉLÉGATION D'AUTORITÉ</p> <p>CORPORATION DE LA CITÉ DE CLARENCE-ROCKLAND</p>	<p>DELEGATION OF AUTHORITY FORM</p> <p>CORPORATION OF THE CITY OF CLARENCE-ROCKLAND</p>
--	---

Je _____ délègue l'autorité à _____
(Nom et titre) (Nom et titre)

d'approuver des dépenses en capital et d'opérations jusqu'à la limite maximale indiquée ci-dessous.

I _____ delegate the authority to _____
(Name and title) (Name and title)

to approve capital and operations expenditures up to the maximum limits set forth below.

Dépenses/Expenditures	Limite/Limit <i>(Must not Exceed Financial Authority Matrix)</i>
Capital	
Opérations/Operations	

Signature
(Directeur du département/ Department Director)

Signature
(Directeur général/Chief Administrative Officer)

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REPORT N° HR 2019-11

Date	25/03/2019
Submitted by	Gerry Lalonde
Subject	Policy-Pregnancy Leaves and Parental Leaves of Members of Council
File N°	HR 2019-11

1) **NATURE/GOAL :**

This is a staff report that introduces a new policy for Members of Council that addresses a new leave under the Municipal Act for pregnancy and parental leave for Council Members.

Having policies in place helps to ensure clarity and consistency in the interpretation and implementation of allowable expenditures and the use of corporate resources.

2) **DIRECTIVE/PREVIOUS POLICY :**

The City does not have a Pregnancy and Parental Leave policy for Members of Council

3) **DEPARTMENT'S RECOMMENDATION :**

WHEREAS the Council of the City of Clarence-Rockland receive Staff Report HR 2019-11, entitled “ Pregnancy Leaves and Parental Leaves of Members of Council”

BE IT RESOLVED THAT Municipal Council hereby adopts the Pregnancy and Parental Leave policy for Members of Council.

ATTENDU QUE le Conseil de la Cité de Clarence-Rockland reçoit le rapport du personnel HR 2019-11 intitulé " Congés de maternité et congés parentaux des membres du Conseil"

QU'IL SOIT RESOLU QUE le Conseil municipal adopte la Politique de Congés de maternité et congés parentaux des membres du Conseil

4) **BACKGROUND :**

Subsection 270 (1) of the Municipal Act, 2001 requires municipalities to adopt and maintain policies with respect to a number of matters. Bill 68 included an amendment to the Act regarding pregnancy and parental Leave that requires the municipality to adopt and maintain a policy on pregnancy and parental leave for members of Council.

Section 259 of the Act provides that a Member's seat becomes vacant if the Member is absent from Council meetings for three successive months without being authorized to do so by a Council resolution. Prior to Bill 68, a Member was required to obtain a resolution of Council for an extended leave of absence due to pregnancy, the birth of a child or adoption of a child. Bill 68 provided an exemption to the above noted provision such that no resolution of Council is required to grant an extended leave of absence for a Member if the absence is related to pregnancy or parental leave for twenty (20) consecutive weeks or less.

Section 259 of the Municipal Act, 2001 now includes the following exception to the rules for when a Council member's seat becomes vacant: "(1.1) Clause (1) (c) does not apply to vacate the office of a member of council of a municipality who is absent for 20 consecutive weeks or less if the absence is a result of the member's pregnancy, the birth of the member's child or the adoption of a child by the member".

The City of Clarence-Rockland could still decide to excuse absences from meetings for any reason, including for pregnancy or parental leave, beyond twenty (20) weeks.

5) **DISCUSSION :**

The policy meets the requirements of the Municipal Act. Under the policy, the offices of council members could not be deemed vacant due to a related absence for 20 consecutive weeks or less. Municipalities will be given the option to excuse absences, for any reason, beyond 20 weeks.

The policy includes provisions for the member to be paid during their absence and that any other expenses normally paid should continue to be covered. Unlike municipal employees who are entitled to maternity/pregnancy and/or parental leave, the Employment Standards Act, 2000, members of Council are not employees and are not eligible for employment insurance.

6) **CONSULTATION:**

N/a

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

N/a

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

Click here to enter text.

9) **LEGAL IMPLICATIONS :**

N/a

- 10) **RISK MANAGEMENT :**
N/a

- 11) **STRATEGIC IMPLICATIONS :**
N/a

- 12) **SUPPORTING DOCUMENTS:**
Pregnancy Leaves and Parental Leaves of Members of Council Policy –
English
Pregnancy Leaves and Parental Leaves of Members of Council Policy –
French



Pregnancy Leaves and Parental Leaves of Members of Council

Intent

The City of Clarence-Rockland recognizes a Member of Council's right to take leave for the Members' pregnancy, the birth of the Member's child or the adoption of a child by the Member in accordance with the Municipal Act, 2001.

This policy provides guidance on how the City of Clarence-Rockland addresses a Member's pregnancy or parental leave in a manner that respects a Member's statutory role as an elected representative.

In accordance with Section 270 of the Municipal Act, 2001, this policy applies to Members of Council.

Definitions

Pregnancy and/or Parental Leave: an absence of 20 consecutive weeks or less as a result of a Member's pregnancy, the birth of a Member's child or the adoption of a child by the Member in accordance with Section 259 (1.1) of the *Municipal Act, 2001*.

General Guidelines

City Council supports a Member of Council's right to pregnancy and/or parental leave in keeping with the following principles:

1. A Member of Council is elected to represent the interests of their constituents.
2. A Member's pregnancy and/or parental leave does not require Council approval and their office cannot be declared vacant as a result of the Pregnancy and/or Parental Leave.
3. The Member is entitled to continue to receive communication from the City (Council packages, email, meeting invitations), as if the Member were not on Leave, in accordance with the wishes of the Member.
4. A Member of Council on Pregnancy and/or Parental Leave reserves the right to participate as a Member at any time during their leave.
5. A Member of Council on Pregnancy and/or Parental Leave shall continue to be paid and continue to have expenses paid in accordance with any Council expense policy.

Where a Member of Council will be absent due to a Pregnancy and/or Parental Leave the Member shall provide written notice to the City Clerk outlining the expected duration of leave including a potential start date and return date.



It is understood that under emergent circumstances, a Member may not be able to submit the appropriate notice before the Leave commences. Each Member shall nonetheless endeavour to provide the appropriate notice in advance of any Leave or as soon as possible after commencing the Pregnancy and/or Parental Leave. The City Clerk will provide the Mayor/Designate and Human Resources with a copy of any written notice.

Council shall make temporary appointments to fill any vacancies of the Member to Committees, Boards, Task Force, Project Teams or other meetings or activities of the Member.

Notwithstanding, at any point in time during a Member's Pregnancy and/or Parental Leave, the Member can provide written notice to the City Clerk of their intent to lift any of the Council-approved, temporary appointments. The Member shall inform the City Clerk, with proper notice, on any changes regarding their return date.

Exclusions

This policy does not apply to City Staff, or Members of Local Boards/Committees, or The Clarence-Rockland Public Library Board.

Consequences of Non-Compliance

The City Clerk shall be responsible for monitoring the application of this policy.

Acknowledgement and Agreement

I, (Employee Name), acknowledge that I have read and understand the Pregnancy Leaves and Parental Leaves of Members of Council policy of the City of Clarence Rockland. I agree to adhere to this policy and will ensure that employees working under my direction adhere to this policy. I understand that if I violate the rules set forth by this policy, I may face disciplinary action up to and including termination of employment.

Name: _____

Signature: _____

Date: _____

Witness: _____



Congés de maternité et congés parentaux des membres du Conseil

Intention

Conformément à la Loi de 2001 sur les municipalités, la Cité de Clarence-Rockland reconnaît le droit de chaque membre du Conseil de prendre un congé pour sa grossesse, la naissance de son enfant ou l'adoption d'un enfant.

La présente politique fournit des lignes directrices sur la façon dont la Cité de Clarence-Rockland traite les congés de maternité et les congés parentaux des membres du Conseil d'une manière qui respecte leur rôle statutaire à titre de représentants élus.

La présente politique s'applique aux membres du Conseil, conformément à l'article 270 de la Loi de 2001 sur les municipalités.

Définitions

Congé de maternité ou congé parental : Absence de 20 semaines consécutives ou moins à la suite de la grossesse ou de la naissance de l'enfant d'une personne qui est membre du Conseil, ou de l'adoption par une personne qui est membre du Conseil d'un enfant conformément à l'article 259 (1.1) de la *Loi de 2001 sur les municipalités*.

Procédures

Le conseil municipal soutient le droit de chaque membre du Conseil à un congé de maternité ou à un congé parental, conformément aux principes suivants :

1. la personne qui est membre du Conseil est élue pour représenter les intérêts de ses électeurs;
2. le congé de maternité ou parental du membre ne nécessite pas l'approbation du Conseil, et son poste ne peut être déclaré vacant du fait du congé de maternité ou parental;
3. à sa demande, la personne qui est membre a le droit de continuer à recevoir les communications de la Cité (trousse du Conseil, courriels, invitations aux réunions), comme s'il (si elle) n'était pas en congé;
4. le (la) membre du Conseil en congé de maternité ou parental a le droit de participer en tant que membre à tout moment pendant son congé; et
5. le (la) membre du Conseil en congé de maternité ou parental continue d'être rémunéré(e) et de voir ses dépenses payées conformément aux politiques du Conseil en matière de dépenses.



Lorsqu'un(e) membre du Conseil s'absente en raison d'un congé de maternité ou parental, il (elle) doit fournir au greffier (à la greffière) un avis écrit précisant la durée prévue du congé, comprenant une date possible de début et de retour.

Il est entendu qu'en cas d'urgence, il est possible que la personne qui est membre ne soit pas en mesure de présenter l'avis approprié avant le début du congé. Chaque membre doit néanmoins s'efforcer de donner un préavis approprié de tout congé ou le plus tôt possible après le début du congé de maternité ou parental. Le greffier (La greffière) fournira une copie de tout avis écrit au maire (à la mairesse) (ou à son (sa) remplaçant(e) désigné(e)), de même qu'au Service des ressources humaines.

Le Conseil procédera à des nominations temporaires pour pourvoir le poste vacant du (de la) membre au sein des comités, conseils, groupes de travail, équipes de projet ou autres réunions ou activités du (de la) membre.

À n'importe quel moment pendant le congé de maternité ou le congé parental d'un(e), celui-ci (celle-ci) peut aviser par écrit le greffier (la greffière) de son intention de lever toute nomination temporaire approuvée par le Conseil. Le (La) membre doit informer le greffier (la greffière), selon un préavis approprié, de tout changement concernant sa date de retour.

Exclusions

La présente politique ne s'applique pas au personnel de la Cité, aux membres des conseils et comités locaux, et aux membres du Conseil de la bibliothèque publique de Clarence-Rockland.

Conséquences de la non-conformité

Le greffier (la greffière) est chargé(e) d'assurer l'application de la présente politique.

Reconnaissance et consentement

Je, (nom de l'employé), reconnais par la présente que j'ai lu et que je comprends la politique d'usage personnel des médias sociaux de la Cité de Clarence Rockland. Je consens à adhérer à cette politique et garantirai que les employés qui travaillent sous ma direction adhèrent à cette politique. Je comprends que si j'enfreins les règlements et les procédures contenus dans cette politique, je pourrais être soumis à des mesures disciplinaires pouvant aller jusqu'au congédiement.

Nom : _____

Signature : _____

Date : _____

Témoin : _____



REPORT N°INF2019-003 Industrielle street – Extension Options

Date	April 1 st , 2019
Submitted by	Richard Campeau
Subject	Industrielle street – Extension Options
File N°	T04-IND

1) **NATURE/GOAL :**

The nature of this report is to obtain Council's approval on the department's recommended option prior to finalizing the design and proceeding with the tender process.

2) **DIRECTIVE/PREVIOUS POLICY :**

Following the sale of the land to ATG Industries, a agreement was written with one of the conditions being the extension of Industrielle street had to be constructed by June 30th, 2019.

At the December 17th, 2018 Council meeting, the department presented a report with its recommended proposed design. This design included roundabout. At this same meeting Council requested to consider other options, one being without a roundabout.

3) **DEPARTMENT'S RECOMMENDATION :**

WHEREAS an agreement has already been put in place between both parties in which it holds a condition that the City of Clarence-Rockland must extend Industrielle street before June 30th, 2019;

WHEREAS the department has considered other alternatives in order to extend Industrielle street and connect it to the private roadway on the Clarence-Rockland arena lands.

BE IT RESOLVED that Municipal Council hereby approves option "A", being the option that extends Industrielle street to the private roadway on the Clarence-Rockland arena lands with a roundabout at a cost of \$309,000, to be financed by \$203,199 from the deferred revenue of the sale of the land and \$105,801 from the road reserve fund.

ATTENDU QUE qu'une entente a déjà été mise en place entre les deux (2) parties et que l'entente contient une condition que la rue Industrielle soit prolonger par le 30 juin, 2019;

ATTENDU QUE le département a considéré d'autres alternatives afin de prolonger la rue Industrielle jusqu'à l'entrée sur le terrain privé de l'aréna Clarence-Rockland.

QU'IL SOIT RÉSOLU que le Conseil municipal approuve l'option "A", soit l'option qui permet de prolonger la rue Industrielle jusqu'à l'entrée sur le terrain privé de l'aréna Clarence-Rockland avec un rond-point au coût de 309 000 \$, 203 199 \$ financé à partir du revenu différé de la vente du terrain et 105 801 \$ financé par le fonds de réserve des routes.

4) **BACKGROUND:**

In 2005, when LRL Engineering Consultant originally designed Industrielle Street, the street was intended to extend eastward as the commercial lots were going to be severed and sold. The Street was intended to end with a cul-de-sac at the end. At that time, it was not intended to extend into an institutional or recreational area.

In 2010, the road extended to the Canadian International Hockey Academy (CIHA) site when it was constructed. At this time, the cul-de-sac should have been built at the east extremity of the street before entering the CIHA land. Unfortunately, the cul-de-sac was never constructed.

Currently, the street is 460m long with eleven (11) commercial entrances. This extension will add 100m to the roadway and two (2) new entrances for a total length of 560m of road and thirteen (13) commercial entrances. Please see Annex "C" for aerial map of the area.

5) **DISCUSSION:**

Over the past several years, local business' have complained about stranded large vehicles turning into their private entrances and causing damage to concrete curbs and landscaping on private property. At least one official meeting has taken place between City staff and local business owners in 2012 with a local business owner explaining the situation and requesting the City to address this issue.

Additionally, the Ontario Design Guidelines requires that a street/road over 90 meters in length must have a turning point in order to accommodate local traffic and emergency service vehicle's circulation. It is the department's opinion that if we do not build this cul-de-sac/roundabout, the municipality can be subject to litigation in two (2) different ways.

- 1- Damage is caused on private property due to large vehicles having nowhere else to turn but on private property.
- 2- If an accident was to occur past the end of this roadway; on private property, within the institutional and/or recreational area.

As requested by Council, the Department considered two options, one **with** a cul-de-sac/roundabout (Option "A") and the second **without** a cul-de-sac/roundabout (Option "B"). Below are the estimates for both options.

Option "A": With cul-de-sac/roundabout

Items	Costs
Expenses previously incurred/comitted	0\$
Price of construction contract (excl. HST)	254,000\$
Contingencies (10%)	25,000\$
Impact of HST on the contract (1.8%)	5,000\$
Testing	10,000\$
Engineering (C.A. and Inspection)	<u>15,000\$</u>
Approximate Total Costs	309,000\$

Option "B": Without cul-de-sac/roundabout

Items	Costs
Expenses previously incurred/comitted	0\$
Price of construction contract (excl. HST)	216,000\$
Contingencies (10%)	25,000\$
Impact of HST on the contract (1.8%)	5,000\$
Testing	10,000\$
Engineering (C.A. and Inspection)	<u>15,000\$</u>
Approximate Total Costs	271,000\$

When comparing both options we notice a difference of only 38,000\$ between Option "A" and Option "B".

6) **CONSULTATION:**

N/A

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

N/A

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

A total of 337 500\$ was set aside for this project when the 2019 budget was prepared:

- Sale of the land (deferred revenues): \$203,199
- Road Reserve: \$134,301

Therefore, both options can be funded from the above funds.

9) **LEGAL IMPLICATIONS :**

The sale of the land agreement with ATG Industries, was written with several conditions, one of the them being the extension of Industrielle street had to be constructed by June 30th, 2019.

10) **RISK MANAGEMENT :**

Reduce the risk of litigation and accidents.

11) **STRATEGIC IMPLICATIONS:**

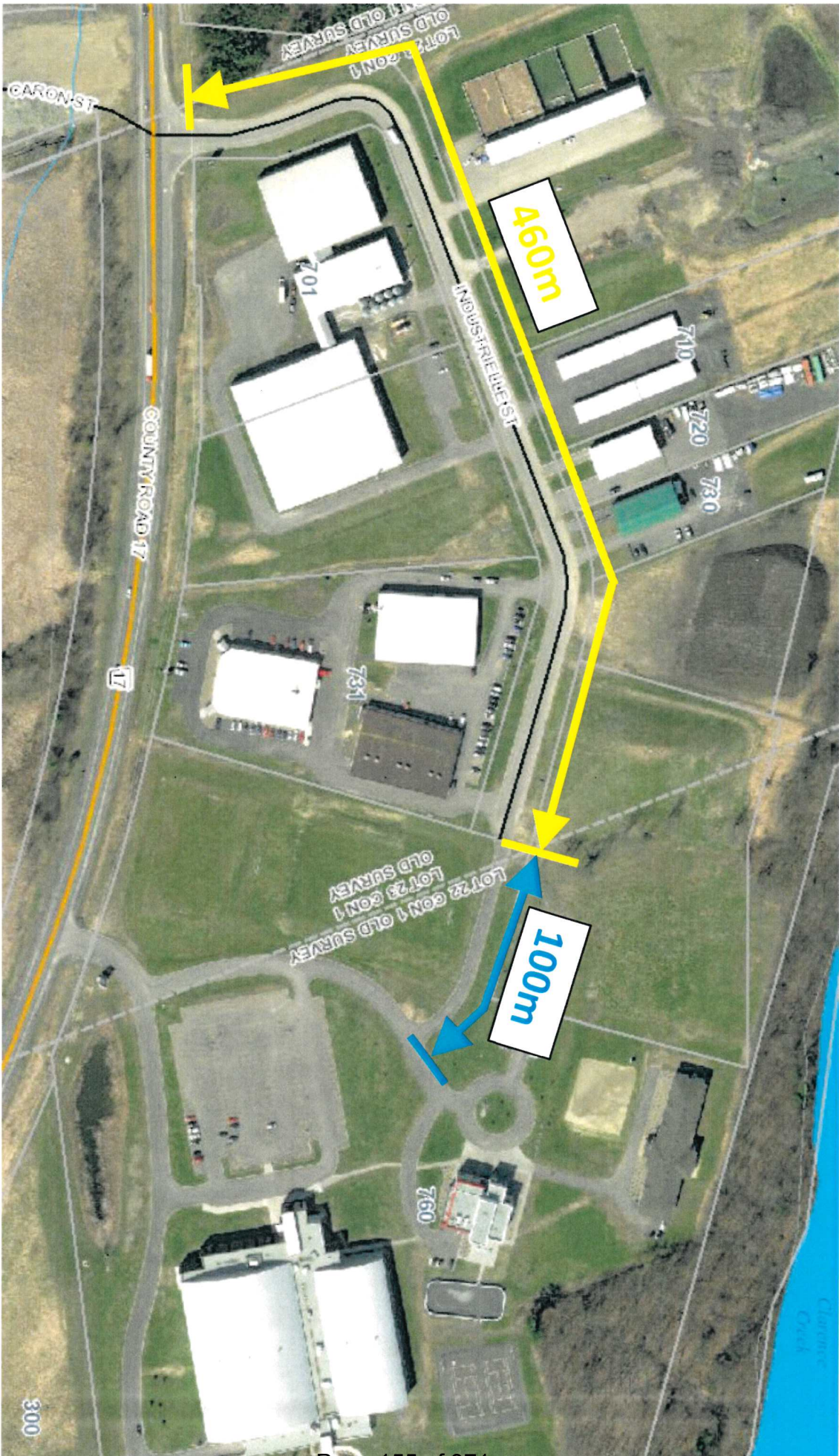
N/A

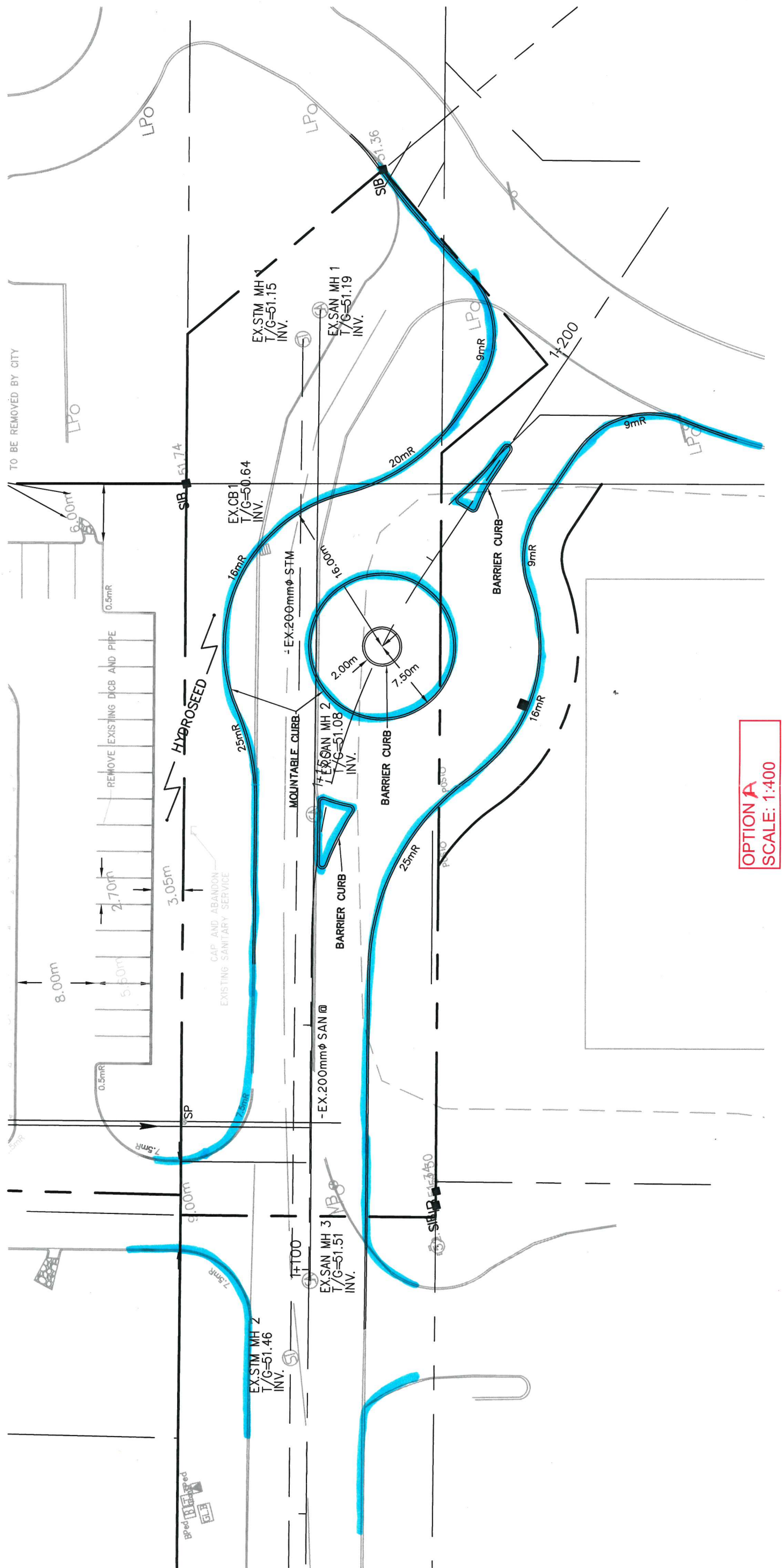
12) **SUPPORTING DOCUMENTS:**

Annex "A", Aerial map of the area

Annex "B", Option "A" – Road extension with cul-de-sac/roundabout

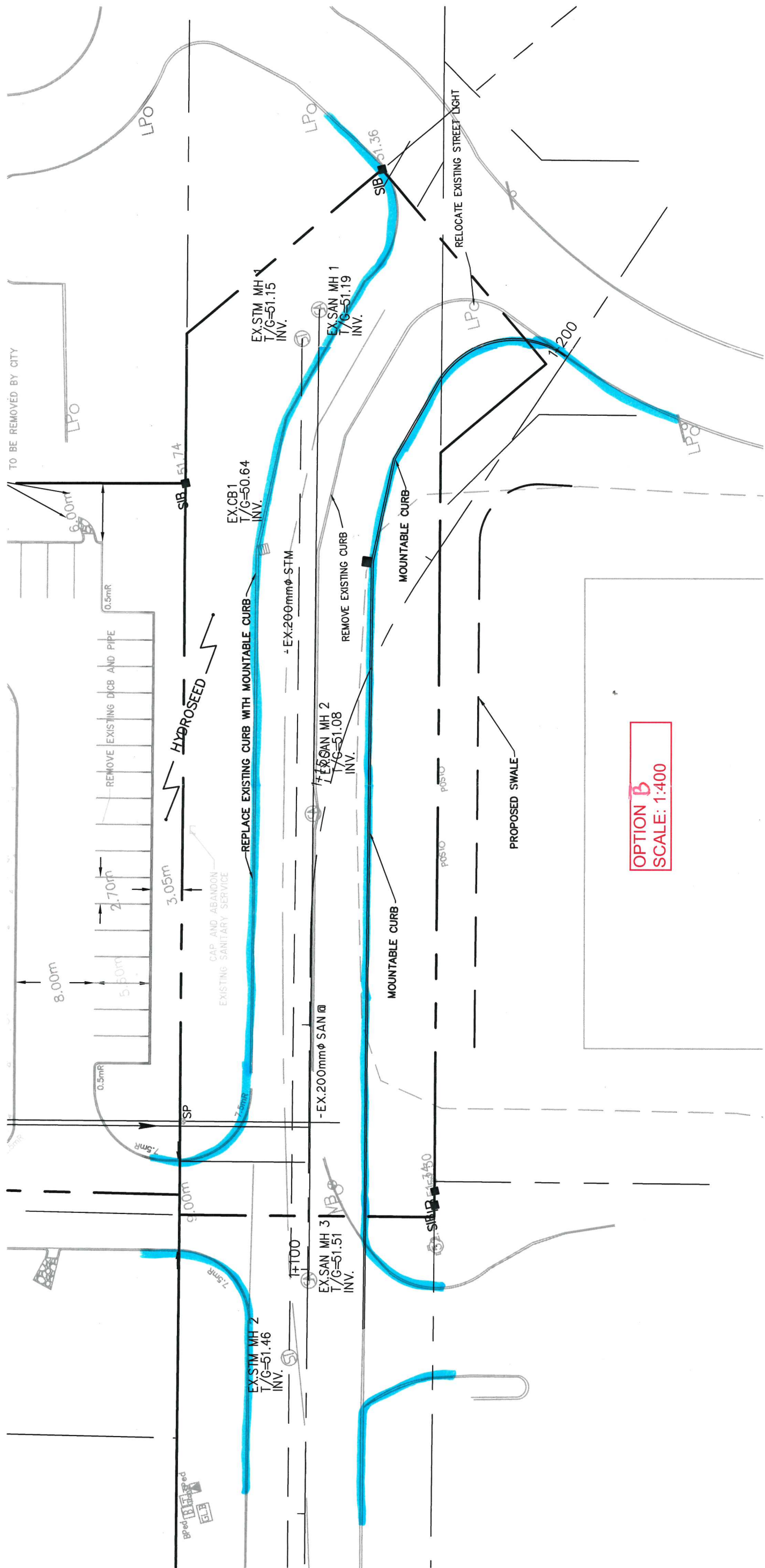
Annex "C", Option "B"– Road extension without cul-de-sac/roundabout





OPTION A
SCALE: 1:400

ANNEX "C"



RAPPORT N° FIN2019-010



Date	12/03/2019
Soumis par	Frédéric Desnoyers et Pierre Boucher
Objet	Logiciel de gestion intégrée pour les services de garde
# du dossier	L04-DIG

1) **NATURE / OBJECTIF :**

Le but de ce rapport est d'octroyer un contrat à Digibot Data Systems, Inc. pour l'abonnement à un logiciel de gestion intégrée pour les services de garde.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

N/A

3) **RECOMMANDATION DU SERVICE:**

QUE le comité plénier recommande au Conseil l'octroi d'un contrat pour l'abonnement à un logiciel de gestion intégrée à Digibot Data Systems, Inc. pour les services de garde au coût de \$550/mois.

4) **HISTORIQUE :**

À plusieurs reprises, les utilisateurs du service de garde ont demandé de voir une amélioration au niveau de la technologie utilisée, que ce soit au niveau de la facturation ou de la communication utilisée. En 2017, le service de garde a effectué un déficit d'un peu plus de \$500,000. Depuis ce temps, certains rapports temporaires ont été mis en place, toutefois les informations financières disponibles restent limitées.

5) **DISCUSSION :**

Le service de garde a effectué une recherche afin de combler un besoin soit d'avoir un logiciel de gestion intégré. Un total de 3 fournisseurs de logiciel a été évalué et un seul a été retenu. Le fournisseur est Digibot, soit une compagnie originaire d'Orléans. Leur logiciel permettra de moderniser plusieurs des services offerts. En plus de moderniser certains processus avec les utilisateurs, celui-ci permettra d'avoir de l'information financière beaucoup plus détaillée. Ce logiciel s'est démarqué par sa plateforme entièrement bilingue et adapté aux exigences de la Province.

Voici certaines des fonctions que ce logiciel contient :

- Portail pour les parents contenant plusieurs informations tel que les informations du dossier de leurs enfants
- Automatisation de la création des factures mensuelles

- Livraison des factures par voie électronique
- Communication avec le parent par voie électronique
- Calcul des subventions à recevoir pour les parents subventionnés
- Rapport financier avancé
- Gestion de la liste d'attente
- Inscription en ligne
- Gestion des groupes d'enfants par centre

Ces fonctions font partie du programme de base. Une fois le logiciel implanté l'administration analysera la possibilité d'implantation du module de gestion du personnel. Des références ont été obtenus du fournisseur et les clients actuels sont très satisfaits des fonctionnalités du logiciel et du service obtenu.

Puisque le logiciel permet de créer des factures mensuelles en temps réel, il est prévu que la facturation équivalente présentement utilisée ne soit plus possible. Ceci n'aura pas d'impact monétaire sur une base annuelle, toutefois il y a un impact sur la gestion des flux monétaires des parents puisqu'ils pourraient avoir de plus grosse facture pour les mois d'été comparativement à la période scolaire.

Il est prévu que le logiciel soit en fonction à partir du 1^{er} septembre 2019, toutefois cette date pourrait changer lors de l'implantation.

6) **CONSULTATION :**

Le département des Finances et le département des Technologies de l'information ont été impliqués dans le processus de sélection.

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

N/A

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

Le coût annuel du logiciel est estimé à 550 \$/mois, donc 6 600\$ par année. Ce coût n'était pas inclus dans le budget 2019, cependant puisqu'il ne s'agit pas d'un montant significatif, ce montant sera financé par le surplus/déficit opérationnel.

De plus, le département prévoit plusieurs économies à court terme au niveau des fournitures et matériaux, toutefois il est encore trop tôt afin d'évaluer l'impact exact.

Ainsi, le département fera dans la mesure du possible pour diminuer d'autres coûts en 2019 et le montant sera inclus dans le budget 2020.

9) **IMPLICATIONS LÉGALES :**

N/A

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

Le logiciel a plusieurs rapports financiers de disponibles, ainsi ceci permettra une meilleure gestion financière. De plus, en ayant des

meilleures informations financières, ceci permettra d'aider lors de la conception du budget pour améliorer l'exactitude de celui-ci.

11) **IMPLICATIONS STRATÉGIQUES :**

Plusieurs des options qui seront offertes sont attendues par les utilisateurs, ainsi ce logiciel devrait améliorer la satisfaction des clients.

12) **DOCUMENTS D'APPUI:**

-Digibot : Survol de nos solutions en services à l'enfance



Survol de nos solutions en services à l'enfance

Digibot Data Systems, Inc.

Information préparée pour
Cité Clarence-Rockland Township

Le jeudi 21 février 2019

À propos

Depuis 2013, nous développons et déployons des solutions logicielles et plateformes web pour les petites et moyennes entreprises (PME). Nous collaborons de près avec nos organismes partenaires afin de créer des solutions qui répondent à leurs besoins.

Nos systèmes permettent aux PME de gérer leurs programmes et services de façon efficace et économique en intégrant de nouvelles technologies aux services qu'elles utilisent déjà. Nous avons déduit rapidement que les PME n'ont souvent pas les ressources internes pour développer et gérer des plateformes logicielles à grande échelle. Nous offrons donc à chaque client le support et la formation qu'il nécessite afin de faciliter l'exécution de ses tâches quotidiennes.

Solutions pour services à l'enfance

Nous offrons une plateforme logicielle pour les services à l'enfance de toute ampleur. Nous avons collaboré avec de nombreux fournisseurs de services à l'enfance, tels que le Conseil des écoles publiques de l'Est de l'Ontario, La Coccinelle, le MIFO, Grandir Ensemble, l'AFÉSEO, le PATRO d'Ottawa, Cœur des Jeunes, La Cité Collégiale et La Clé d'la Baie, afin de développer une solution pour répondre à leurs besoins - soit dans le cadre de leurs programmes, leurs inscriptions, leur gestion administrative et leurs stratégies de communication. Depuis notre lancement en 2013, notre plateforme a traité près de 225 000 inscriptions et plans de service. Pour plusieurs organismes, l'utilisation de notre plateforme s'est intégrée à leur fonctionnement quotidien. Elle est offerte sous forme modulaire, permettant aux organismes de choisir quelles fonctions sont utiles et importantes pour leur environnement de travail.

Pourquoi collaborer avec nous?

Par expérience, nous savons que pour la plupart des fournisseurs des services à l'enfance, le soutien et l'appui technique sont très importants. Nous ne "vendons" pas un produit, mais offrons plutôt un service continu, qui comprend des mises à jour fréquentes, de la formation et un appui personnalisé pour l'organisme et pour ses clients. L'organisme peut facilement prévoir nos frais fixes dans son budget, et n'a pas à déboursier un frais d'achat initial élevé. Notre plateforme est en constante évolution, selon les suggestions et les demandes reçues par nos clients. Notre équipe de soutien bilingue se fera un plaisir de vous appuyer, ainsi que d'offrir l'appui requis à vos clients. Nous offrons de nombreuses options de soutien, y compris par courriel et par téléphone, ou via nos tutoriels vidéo interactifs, nos webinaires, nos ateliers et nos cours conçus sur mesure.

Notre équipe de gestion

Nous sommes fiers d'offrir un soutien bilingue et de qualité à nos organismes partenaires et à leurs clients.

Christopher Neville

Directeur, Technologie et développement

Christopher a plusieurs années d'expérience en informatique dans le cadre des services à l'enfance et des organismes communautaires. Il combine son expérience avec ses connaissances en conception logicielle afin de développer des projets innovateurs de première classe. Christopher cherche toujours à maximiser l'efficacité des produits que nous offrons à nos clients, et il aime bien collaborer avec les organismes communautaires afin de concevoir des solutions qui répondent à leurs besoins.

Alex Neville

Directeur, Services aux clients

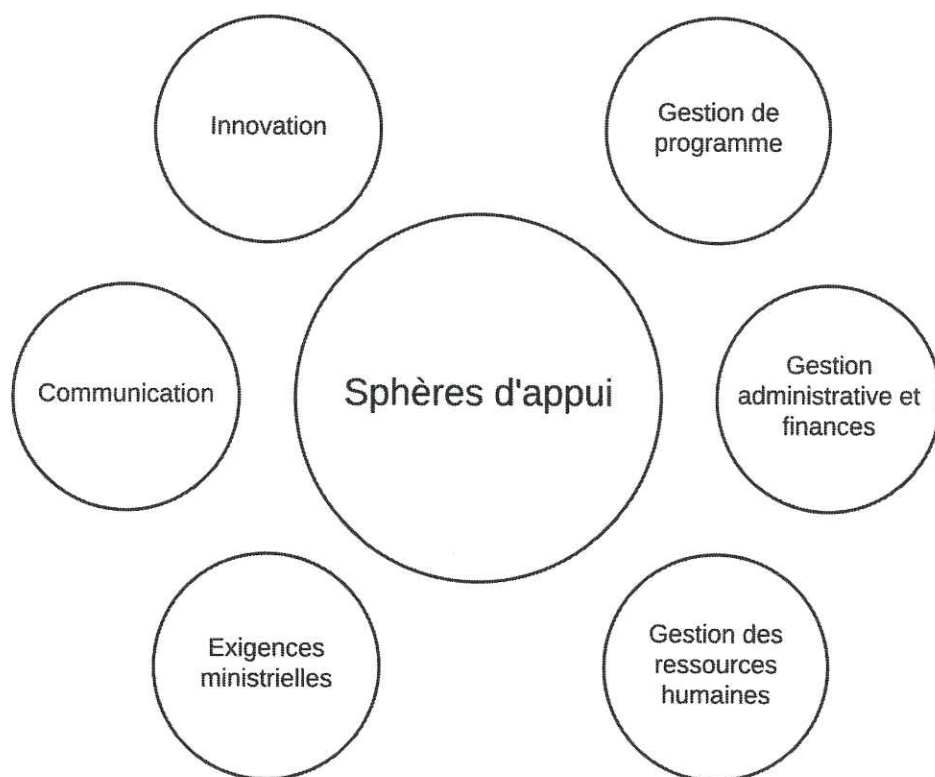
Offrir un soutien de qualité est un élément clé de notre mission. Alex est la personne contact principale avec l'organisme, disponible pour répondre à toute question ou demande de soutien. Il s'assure que l'on répond aux besoins de l'organisme, et que l'on assiste l'organisme à maximiser son utilisation des services offerts. Alex travaille de près avec nos partenaires afin de demeurer informé de leurs besoins et des exigences générales de leur domaine.

Solution de gestion en services à l'enfance

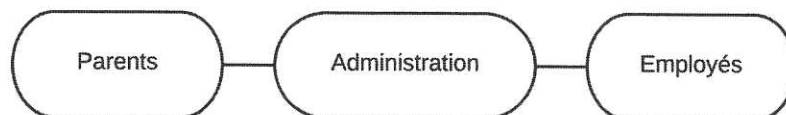
Parmi les divers modules que nous offrons, nous avons développé une solution complète pour la gestion des services à l'enfance – de la petite enfance à l'âge scolaire. Cette solution comprend des outils pour gérer les ententes de service, la facturation, les rapports et les présences, les ententes de garde partagée, les horaires à temps plein et à temps partiel, le suivi des subventions municipales (y compris via OCCMS) et plus encore. De plus, le module RH permet de gérer tous les aspects des ressources humaines. Tous les outils et rapports ont été conçus pour se conformer aux exigences du MÉO.

L'organisme peut choisir les modules à utiliser en fonction des programmes qu'il offre. Notre solution habituelle pour les fournisseurs de services de garde d'enfants comprend:

- **Programmes dynamiques:** poupons, bambins, préscolaires, âge scolaire
- **Programmes statiques:** journées pédagogiques, congés d'hiver, congé de mars, camps d'été
- **Module RH:** gestion des employés, contrats, feuilles de temps, exigences et certifications
- **Journal de bord en ligne:** permettre aux parents de suivre le cheminement d'apprentissage de l'enfant via son portail web sécurisé; permet à l'organisme de documenter à l'aide de photos et vidéos et répond aux exigences de documentation du MÉO



Notre plateforme est conçue pour trois principaux sous-groupes d'utilisateurs: les administrateurs de programmes, les clients (parents) et les employés.



Administrateurs et gestionnaires

Nos outils de gestion permettent aux administrateurs de gérer les programmes offerts par l'organisme, tout en demeurant informés via l'information, les statistiques et les rapports d'analyse qui lui sont fournis. Nos solutions permettent aussi à l'équipe de gestion de communiquer de façon efficace avec les clients et les employés de l'organisme.

Gestion des données

L'organisme peut facilement gérer les dossiers de ses clients et de ses membres, et l'architecture centralisée de la plateforme assure que tous les usagers ont accès aux plus récentes données en tout temps, même s'ils ne travaillent pas tous du même endroit.

Gestion des inscriptions et des plans de service

Nos systèmes permettent aux administrateurs de gérer plusieurs volets liés aux inscriptions actives et futures. Les coordonnateurs de programmes peuvent créer leurs groupes, exporter des rapports d'information et même générer leurs feuilles de présences et d'assiduité. Nos rapports interactifs tiennent compte des détails d'inscription, y compris les dates de début et dates de fin, la fréquentation à temps partiel et la fréquentation flexible, afin de générer des rapports précis et à jour. Les administrateurs peuvent modifier les plans de service directement via la plateforme, et les clients sont avisés lors d'un changement effectué à leur dossier.

Options de fréquentation et de facturation

Nos systèmes permettent à l'organisme de personnaliser ses paramètres de fréquentation et de calcul des frais. Plusieurs outils financiers y sont intégrés, ainsi que de nombreux modes de facturation, y compris par cycle, par mois, par jour, et plus encore.

Services en milieu familial

La gestion des services offerts en milieu familial est également disponible, ainsi que des fonctions conçues spécifiquement pour répondre aux besoins des programmes en milieu résidentiel.

Outils de facturation et de comptabilité

Les fournisseurs peuvent utiliser les outils financiers du système pour gérer la facturation, les paiements, les accords de DPA, les subventions municipales (y compris via OCCMS), les comptes des clients, les calendriers de paiement et la planification budgétaire. Les rapports financiers personnalisés rendent les tâches comptables régulières plus simples et plus efficaces. Les organismes peuvent, s'ils le souhaitent, importer les transactions DPA directement dans leur système de comptabilité actuel, tels que SAP et Sage, pour une gestion optimale.

Communication avec les clients

L'organisme peut communiquer avec ses clients via l'interface de messagerie. Puisque que le client peut lui-même gérer ses préférences de messagerie via son portail web, l'organisme n'a plus à gérer une liste de distribution par courriel qui anciennement devenait périmée assez rapidement. La plateforme permet d'envoyer des messages à tous les clients de l'organisme, ou bien à certains sous-groupes ciblés. La gestion des communications a lieu entièrement via la plateforme web.

Statistiques et outils d'analyse

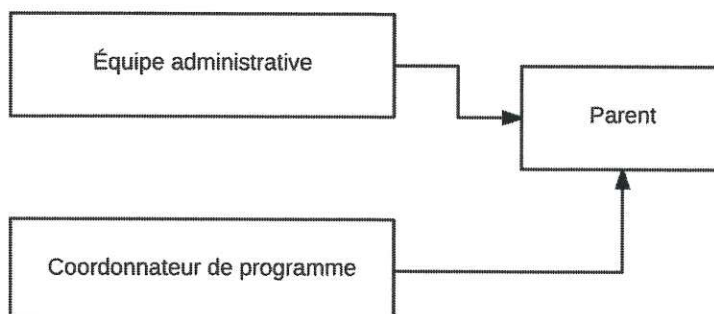
L'équipe de gestion a accès à plusieurs rapports d'analyse et statistiques, facilitant la prise de décisions et l'élaboration de scénarios budgétaires. Tous les rapports sont toujours générés avec les données actuelles, en temps réel.

Gestion des usagers et des groupes d'accès

La gestion des accès autorisés et des comptes d'usagers est simple à utiliser, mais l'organisme peut définir exactement les permissions assignées à chaque utilisateur. La direction peut définir précisément quelles actions sont permises pour chaque niveau d'accès, afin de rendre le fonctionnement conforme avec les processus internes. En créant des groupes d'accès prédéfinis, l'ajout de nouveaux comptes devient très rapide.

Clients

Le système facilite une communication efficace entre l'organisme et ses clients. Étant disponibles 24h par jour, nos solutions web offrent aux clients un service et une expérience web de première classe.



Inscription en ligne

L'inscription pour les programmes offerts par l'organisme peut être, en tout temps, rendue disponible en ligne. Diverses options de configuration peuvent accommoder les programmes de tous genres, tels que les programmes préscolaires et parascolaires, les camps d'été, les journées pédagogiques, les ateliers, les formations, et plus encore. L'organisme peut définir les critères d'admissibilité pour chaque programme, y compris des autorisations par membre ou par enfant.

Paielements en ligne

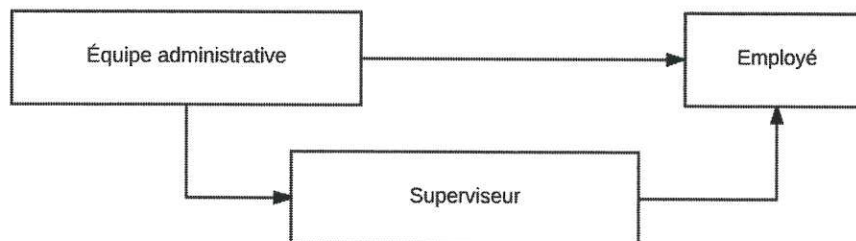
L'organisme peut choisir d'activer l'option de paiement en ligne à ses clients. La plateforme web offre une intégration simple et sécuritaire avec plusieurs fournisseurs de paiements web, tels que PayPal™, Stripe™ et Monetico™ par Desjardins.

Portail web pour les clients

Les clients peuvent accéder à leur portail web en ligne où ils peuvent effectuer des inscriptions, mettre à jour leur dossier, accéder à leurs sommaires de paiements et reçus officiels, et même configurer leurs préférences de messagerie pour recevoir les avis importants de la part de l'organisme.

Employés

Le module des ressources humaines permet à l'organisme de renforcer ses liens et sa communication avec ses employés, ainsi que facilite ses tâches quotidiennes. Il joue un rôle important dans la gestion des ressources humaines de l'organisme.



Gestion du dossier de l'employé

La plateforme offre les outils nécessaires afin de gérer les dossiers des employés, y compris l'information générale, les contacts d'urgence, les détails médicaux, les dates d'ancienneté et autres dates importantes, et plus encore. Le dossier est modifiable en tout temps de façon centralisée, soit par l'équipe administrative, le superviseur ou l'employé.

Exigences, certifications et documents

L'organisme peut gérer les exigences, les certifications (avec dates d'expiration), les formations suivies et les documents importants au dossier de l'employé. Étant centralisée, la plateforme permet à l'équipe administrative ainsi qu'au superviseur d'accéder à ces informations, peu importe leur emplacement. L'employé peut téléverser les documents exigés via son portail, et des alertes sont diffusées à l'administration lorsque l'expiration des certifications d'un employé approche.

Contrat de l'employé

Le contrat complet de l'employé peut être créé et géré via la plateforme – y compris les composantes de travail, l'accumulation des crédits automatisés vers les banques d'heures, l'horaire par défaut, la disponibilité de l'employé, et plus encore. Les informations inscrites au contrat permettent à l'administration de générer un contrat personnalisé à l'employé – prenant à sa base un gabarit de l'organisme.

Gestion des exigences au contrat de l'employé

L'organisme peut gérer la réception des documents exigés au contrat de l'employé, y compris les formulaires, les documents bancaires, la vérification des antécédents judiciaires, les certificats de formation de premiers soins, et plus encore. Via son portail web, l'employé peut consulter les documents et informations qui sont exigés de sa part en tout temps, et peut même soumettre l'information de façon sécuritaire à l'équipe des ressources humaines de l'organisme.

Banques d'heures et demandes d'absence

La plateforme permet à l'administration ainsi qu'à l'employé de consulter ses banques d'heures en temps réel (vacances, congés de santé, surtemps, congé personnels). Afin de faciliter la gestion des demandes d'absence – y compris le personnel de suppléance requis – celles-ci se font directement par l'employé via son portail web. Le superviseur a la charge d'approuver ou de refuser les demandes. Si approuvées, elles se transfèrent directement à la feuille de temps de l'employé, ainsi qu'à celle du suppléant (si applicable).

Feuilles de temps

L'employé peut soumettre sa feuille de temps directement via son portail web. Jusqu'à trois étapes de validation sont possibles, et des outils de vérification sont mis à la disposition du superviseur afin d'assurer que les heures soumises sont valides. Si l'employé a oublié de soumettre sa feuille de temps, des rappels automatisés lui sont envoyés plusieurs fois avant la date d'échéance.

Portail web pour employés et communication

Les employés peuvent accéder à leur portail web en tout temps, qui est utilisé pour gérer les feuilles de temps, les demandes d'absence et de congés, la disponibilité comme personnel de remplacement et plus encore. Les employés peuvent gérer leurs préférences de messagerie et peuvent même recevoir des alertes et des rappels en temps réel par courriel et/ou SMS (texto).

Gestion des formations suivies et intégration avec la Formathèque

L'employeur peut valider et gérer rapidement les formations suivies par l'employé. Si l'employeur le permet, l'employé peut s'inscrire à des formations externes offertes dans la région, par des fournisseurs reconnus (ex: premiers soins). Une intégration pour attestation externe est également disponible pour les formations de fournisseurs externes. À partir de l'hiver 2018, la plateforme sera pleinement intégrée avec la Formathèque afin d'offrir un suivi complet des formations suivies.

Rapports et outils d'analyse et de dotation

L'employeur peut utiliser les rapports et les outils fournis afin d'examiner sa dotation actuelle, ainsi que planifier son personnel futur requis. L'option pour générer multiples scénarios est également disponible.

Outils de communication

Nous offrons plusieurs modes simples et efficaces pour communiquer avec les clients et les employés de l'organisme via nos diverses plateformes.



Messagerie électronique (courriel)

Les clients et les employés peuvent recevoir des messages envoyés à jusqu'à trois adresses électroniques différentes de leur choix, tout en demeurant entièrement conforme à la loi LCAP. Les messages sont envoyés directement via la console. Nous utilisons des partenaires certifiés tels que Postmark™ pour une distribution optimale des courriels.

Messagerie SMS (textos)

Les clients et les employés peuvent recevoir de courts messages content jusqu'à 140 caractères par SMS directement sur leur téléphone mobile.

Appels automatisés instantanés

Des messages enregistrés peuvent être envoyés par téléphone d'un seul clic.



RAPPORT N° LOI2019-04-02

Date	01/04/2019
Soumis par	Jean-Luc Jubinville
Objet	Renouvellement de contrat – Coupe de gazon
# du dossier	L04-GAZ

1) **NATURE / OBJECTIF :**

Le but du présent rapport est de procéder au renouvellement de contrat pour les coupes de gazon pour l'ensemble des terrains municipaux.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

L'entente actuelle des coupes de gazon se terminait à la fin de la saison d'été 2018.

3) **RECOMMANDATION DU SERVICE :**

ATTENDU QUE les contracteurs de coupe de gazon actuels ont fournis un service de qualité depuis le début de leur contrat ; et

ATTENDU QUE les Services communautaires recommandent que ces contrats soient renouvelés pour les raisons mentionnées dans le rapport LOI2019-04-02 ; et

QUE le comité plénier recommande au conseil municipal d'adopter un règlement pour autoriser le directeur des Services communautaires à signer les ententes d'extension de contrat pour les coupes de gazon avec J.W. Bastian pour le secteur nord et avec Bourget Lawn Care pour le secteur sud pour l'année 2019 et de prolonger les contrats pour une année additionnelle (2020), tel que recommandé.

WHEREAS the current grass cutting contractors have provided quality service since the beginning of their contract; and

WHEREAS the Community Services recommend that these contracts be renewed for the reasons mentioned in the report LOI2019-04-02; and

THAT the Committee of the Whole recommends to Council to adopt a by-law to authorize the Director of Community Services to sign the contract extension agreements for grass cutting with J.W. Bastian for the north sector and with Bourget Lawn Care for the south sector for the year 2019 and to extend the contracts for the one additional year

(2020), as recommended.

4) **HISTORIQUE :**

Les coupes de gazon des terrains municipaux sont données à contrat depuis plusieurs années. Le contrat est divisé en deux sections afin de permettre aux plus petits entrepreneurs locaux de pouvoir participer au processus de soumission. La section Nord comprend l'ensemble des terrains municipaux situés dans le secteur de Rockland. La section Sud comprend l'ensemble des terrains municipaux situés à Clarence Creek, St-Pascal, Bourget, Hammond et Cheney.

Les contrats actuels pour la coupe de gazon pour l'ensemble de Clarence-Rockland ont atteints leurs échéances à la fin de la saison de coupe d'herbe 2018. L'entente en place permet un renouvellement d'une durée d'un (1) ans à deux (2) reprises.

5) **DISCUSSION :**

Qualité des travaux : Les deux contracteurs de coupe de gazon actuels ont fourni un service de qualité depuis le début de leur contrat.

Renouvellement vs processus de demande de prix : Les services communautaires croient fermement que si la Cité retourne en processus de demande de prix pour les services de coupe de gazon, il y a de fortes chances que les prix des contrats augmenteront considérablement. Il est donc à l'avantage de la Cité de renouveler les contrats actuels au même taux que l'an passé.

Durée de l'entente :

La durée de l'entente sera d'un (1) ans (2019) avec option de renouvellement d'un (1) an additionnel.

Annulation du contrat :

La Cité se réserve le droit d'annuler l'entente en tout temps advenant qu'elle ne reçoive pas les services appropriés.

6) **CONSULTATION :**

N/A

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

N/A

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

Cette signature de contrat aura un impact financier sur les 3 Services suivants :

Service	Coût secteur Nord (\$ + 2% de TVH)	Coût secteur Sud (\$ + 2% de TVH)	TOTAL (\$/par année)
Services communautaires	57,241\$	22,919\$	80,160\$
Service des incendies	2,904\$	1,458\$	4,362\$
Service de l'infrastructure et de l'ingénierie	785\$	0\$	785\$

Tous les montants ci-haut mentionnés respectent les budgets d'opération respectifs de chaque Département et n'engendrera donc aucune pression budgétaire.

9) **IMPLICATIONS LÉGALES :**

N/A

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

N/A

11) **IMPLICATIONS STRATÉGIQUES :**

N/A

12) **DOCUMENTS D'APPUI :**

- Règlement 2019-XX
- Contract extension letter – J.W. Bastian.pdf
- Contract extension letter – Bourget Lawn Care.pdf

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW 2019-XX

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO AWARD A GRASS MOWING CONTRACT FOR THE NORTH AND SOUTH SECTION OF MUNICIPAL PROPERTIES.

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 J. W. Bastian Contracting for the grass mowing of the north section of municipal properties;

WHEREAS the contract was awarded to J. W. Bastian Contracting for the year 2017 and 2018 as per by-law 2017-37;

WHEREAS it is deemed necessary to extend the agreement as per the original award letter, dated April 2, 2017;

WHEREAS the Council of the Corporation of the City of Clarence-Rockland deems it expedient to award a contract to Bourget Lawn Care for the grass mowing of the south section of municipal properties;

WHEREAS the contract was awarded to Bourget Lawn Care for the year 2016, 2017 and 2018 as per by-law 2016-31;

WHEREAS it is deemed necessary to extend the agreement as per clause 9.5 of the original agreement, dated April 25, 2016;

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

1. **THAT** Municipal Council authorizes the Director of Community Services to sign a contract extension agreement with J.W. Bastian Contracting for the grass mowing contract for the north section of municipal properties for the year 2019;
2. **THAT** Municipal Council authorizes the Director of Community Services to sign a contract extension agreement with to Bourget Lawn Care for the grass mowing contract for the south section of municipal properties for the year 2019;
3. **THAT** Municipal Council authorizes the Director of Community Services to extend the contracts for the one additional year (2020) as specified in report LOI2019-04-02;

4. **THAT** the agreements be in the form hereto annexed to this by-law;
5. **THAT** this by-law shall come into force on the day of its adoption and shall remain in force until it is repealed.

READ, PASSED AND ADOPTED BY COUNCIL THIS XX DAY OF APRIL 2019.

Guy Desjardins, Mayor

Monique Ouellet, Clerk



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

Extension of Contract Letter

Bourget Lawn and Snow Care
4160 Champlain
Bourget, ON
K0A 1E0

March 20, 2019

Attention: Mr. Claude Martel

SUBJECT: Notice of Contract Extension: F18-CS-2016-002 (Grass Cutting Services)

The Agreement for the above-noted requirement came up for extension on October 15, 2018. The City of Clarence-Rockland is considering an extension of this contract for a one (1) year period to expire on October 15, 2019, subject to satisfactory performance and pricing.

Please complete the bottom portion of this form and return as soon as possible, but no later than March 22, 2019. Thank you for your prompt attention to this matter. Should you have any questions or wish to discuss this further, please feel free to call me at 613-446-6022, extension 2235.

Best regards,

Yves Rousselle
Yves Rousselle
Manager Supply and Processes

...2

Check one of the following boxes, sign and return by fax to Purchasing Services (613)
446-1497 or email: yrousselle@clarence-rockland.com

- ☒ I acknowledge the above information and will agree to extend my current contract and the current contract prices in Schedule "A" until October 30, 2019.
- ☐ I do not wish to extend or renew (pick one) my contract with the Municipality.

Print Name: CLAUDE MARTEL

Signed: Claude Martel

Dated: 22 Mars 2019

Please confirm your GST/HST Registration #: _____

Schedule "A" Rates

SOUTH SECTION

CLARENCE CREEK

Recreation Department	
Sites	Quotations (excluding taxes)
1. Clarence Creek Arena, 418 Lemay	\$2140
2. City Hall, 415 Lemay	\$1320
3. Jules Saumure Park	\$2040

ST-PASCAL BAYLON

Recreation Department	
Sites	Quotations (excluding taxes)
4. Recreation garage #2, 2475 St-Pascal	\$1,100
5. Community Hall - Ronald Lalonde, 2564 St-Pascal	\$880

BOURGET

Recreation Department	
Sites	Quotations (excluding taxes)
6. Bourget Community Center, 19 Lavigne St.	\$3430
6.1. Cost for each additional cut to soccer field only	\$120
7. Bourget Former Train Station, 139 Lévis * (11 cuts per year / every two weeks)	\$440
8. Recreational trail, Bourget (Between Champlain and Marcil) * (11 cuts per year / every two weeks)	\$1320

HAMMOND

Recreation Department	
Sites	Quotations (excluding taxes)
9. Alphonse Carrière Community Centre	\$2350

CHENEY

Recreation Department	
Sites	Quotations (excluding taxes)
10. Cheney Park, Grand Tronc Road	\$2830
10.1. Cost for each additional cut to soccer field only	\$120

FOREST HILL

Recreation Department	
Sites	Quotations (excluding taxes)
11. Cathy Cain Park, 370 Mc Dermott	\$3300
11.1. Cost for each additional cut to soccer field only	\$120

CLARENCE POINT

Recreation Department	
Sites	Quotations (excluding taxes)
12. Bellevue Park, 300 Agathe Street	\$1320

FIRE STATIONS

Fire Department	
Sites	Quotations (excluding taxes)
13. Fire Hall, 1484 Landry	\$880
14. Fire Hall, 2163 Russell Road	\$550

A	TOTAL AMOUNT WITHOUT TAX SOUTH SECTION	\$23,900
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**CORPORATION
de la Cité de/ of the City of
CLARENCE-ROCKLAND**

Extension of Contract Letter

J.W. Bastian Contracting Inc.
699 North Russell Road
Russell, ON
K4R 1E5

March 20, 2019

Attention: Mr. Josh Bastien

SUBJECT: Notice of Contract Extension: F18-CS-2017-001 (Grass Cutting Services)

The Agreement for the above-noted requirement came up for extension on October 15, 2018. The City of Clarence-Rockland is considering an extension of this contract for a one (1) year period to expire on October 15, 2019, subject to satisfactory performance and pricing.

Please complete the bottom portion of this form and return as soon as possible, but no later than March 22, 2019. Thank you for your prompt attention to this matter. Should you have any questions or wish to discuss this further, please feel free to call me at 613-446-6022, extension 2235.

Best regards,

Yves Rousselle
Yves Rousselle

Manager Supply and Processes

...2

Check one of the following boxes, sign and return by fax to Purchasing Services (613) 446-1497 or email: yrouselle@clarence-rockland.com

☒ I acknowledge the above information and will agree to extend my current contract and the current contract prices in Schedule "A" until October 30, 2019.

☐ I do not wish to extend or renew (pick one) my contract with the Municipality.

Print Name: JOSHUA BASTIAN

Signed: [Signature]

Dated: 3/29/2019

Please confirm your GST/HST Registration #: 781579123

Schedule "A" Rates

NORTH SECTION

ROCKLAND - PARKS

Recreation Department	
Sites	Quotations (excluding taxes)
15. Dutrisac Park, Sandra	\$3234
16. Dalrymple Park, Des Pins	\$739
17. Richelieu Grande-Rivière Park, Laporte	\$1001
18. Patricia Charron Park, Raymond	\$3439
19. Eugène Laviolette Park, Laviolette	\$1009
20. Deschamps Park, Jérôme-Corbeil	\$1786
21. Green Space Edwards St. (behind the condos)	\$1756
22. Morris village, corner of St-Jean - Jérôme-Corbeil	\$6468
23. Heritage park, corner of Laviolette and Laurier	\$693
24. Soccer Field, 8701 county road 17 *2 cuts per week	\$9240

*2 cuts per week	
25. Simon Park / Rockland Arena, 1450 du Parc (including the inside of tennis courts)	\$6699
26. Du Moulin Park, 100 Edwards	\$3465
27. Clarence Island, 501 Onésime Guibord	\$770

SCHOOL

Recreation Department	
Sites	Quotations (excluding taxes)
28. L'Escale, 1535 du Parc	\$4620
29. Ste-Trinité, 879 St-Joseph	\$4620
30. Rockland District – soccer field, 1004 St-Joseph *2 cuts per week	\$3912

MUNICIPAL BUILDINGS

Recreation Department	
Sites	Quotations (excluding taxes)
31. Museum, 687 Laurier	\$798
32. City Hall / Daycare, 1560 Laurier	\$1925

PUBLIC WORK

Public Work	
Sites	Quotations (excluding taxes)
33. Main entrance of Rockland, Corner of Laporte and Highway 17 *Only 5 cuts per year for both hill at the intersection / One cut per week for the rest	\$2078
34. Jasper/Des Pins, hill behind houses *5 cuts per year – End of May, June, July, August, September	\$770

FIRE STATION

Fire Department	
Sites	Quotations (excluding taxes)
35. Fire Hall, 1550 Laurier	\$770

A TOTAL AMOUNT WITHOUT TAX NORTH SECTION – YEARLY FIXED PRICE	\$59737
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NORTH SECTION – EXTRA PER CUT PRICE

SOCCER FIELD – EXTRA CUTS	
Sites	Quotations (excluding taxes) PER EXTRA CUT
15.1. Dutrisac Park, Soccer field - Cost per additional cut (Between 15-20 cuts per year)	\$125
18.1. Patricia Charron Park, Soccer field - Cost per additional cut (Between 15-20 cuts per year)	\$125
28.1. L'Escale, Soccer field - Cost per additional cut(Between 15-20 cuts per year)	\$125



Date	Le 1 avril 2019
Soumis par	Pierre Boucher
Objet	Modifications Politique Comptes clients garderies et frais de garde 2019-2020
# du dossier	P01-Fac

1) **NATURE / OBJECTIF :**

Afin de rencontrer nos objectifs budgétaires et de réduire la part municipale relié aux garderies, le service en collaboration avec le service des finances ont révisé la politique de Comptes Clients afin d'uniformiser la politique avec les frais proposés applicables.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

- Par le passé, certains items de la politique pouvaient porter les utilisateurs du Service (le client) à interpréter certains aspects de la politique différemment de l'intention voulu. Dû à quelques changements mineurs aux cours des deux dernières années et afin d'améliorer les communications avec les clients du Service, des modifications à la politique de Comptes clients s'avéraient nécessaires.

Section de la politique - Processus Item d): stipule;

- Les journées fériées suivantes ne seront pas chargées :
- 1^{er} janvier - Journée de la famille - Vendredi Saint
- Lundi de Pâques - Fête de la Reine - 1^{er} juillet - Congé civique
- Fête du Travail - Action de Grâce - 25 décembre - 26 décembre

Pour un total de 11 journées par années

3) **RECOMMANDATION DU SERVICE :**

QUE le comité plénier recommande au conseil municipal d'approuver les modifications à la politique de comptes clients GAR15-01,

ET QUE le service soit mandaté à mettre en place le processus budgétaire applicable aux fins de réductions des journées fériées tel que recommandé.

THAT the Committee of the Whole hereby recommends to Municipal Council to approve the modifications of the clients account policy GAR15-01, as recommended.

AND THAT the service be mandated to put in place the budgetary process in order to reduce the statutory holidays, as recommended.

4) **HISTORIQUE :**

Le Service de Garderies qui est en constante évolution a adressé dans la politique soumise pour approbation les critères et règlements appropriés à la gestion saine afin d'améliorer l'efficacité des services à offrir. Les changements à la politique sont en caractère gras dans la politique de comptes clients (proposé)

Lors du processus budgétaire 2019, un montant de \$42,000 avait été ajouté au revenu, représentant une augmentation annuelle de 2% pour 6 mois. L'administration avait aussi précisé qu'un rapport allait être présenté afin d'apporter les précisions sur cette augmentation.

5) **DISCUSSION :**

Trois options de revenus supplémentaires ont été identifiées afin d'adresser les revenus supplémentaires nécessaires de \$42,000. L'objectif de l'administration est de proposer des scénarios qui non seulement augmentent les revenus de la municipalité, mais réduit aussi le fardeau administratif. Le service de garde offre un menu extrêmement varié et ainsi ceci peut apporter des coûts d'administration plus élevés.

Option 1 : Augmenter tous les taux journaliers de 2 % pour les 6 derniers mois de 2019.

Option 2 : Depuis plusieurs années une autre clause de la politique reconnaît que tous les utilisateurs de service qui utilisent la totalité du service ont le droit à 10 journées d'absences sans frais au cours de l'année. L'administration de ces jours (utilisés/non utilisés) demande beaucoup de temps au service des finances et nous proposons éventuellement d'éliminer ces journées d'absences. Les gens qui n'utilisent pas le plein service n'ont pas accès à ces jours de congé. Le désavantage de cette option est qu'elle pénalise seulement les utilisateurs qui ayant la totalité des services, qui représente seulement 170 clients.

Option 3 : Éliminer les 11 jours fériés gratuits alloués aux utilisateurs

graduellement sur une période de deux années. Présentement, aucun utilisateur ne doit payer pour les jours fériés. Le service de garde n'est pas ouvert, toutefois les employés doivent être rémunérés pour ces journées. Cette option permettra de collecter des revenus supplémentaires sans nécessairement augmenter les taux facturés. Cette option est la plus équitable envers l'ensemble des clients, puisqu'elle affecte l'ensemble de ceux-ci.

Recommandation de l'administration :

L'administration recommande l'option 3 avec une partie de l'option 2. En effet, l'administration recommande d'éliminer les 11 jours fériés sur une période de 2 ans et d'éliminer une journée d'absence/congé allouée par année. Ainsi, ceci permet de maintenir les mêmes taux tout en allant chercher plus de revenus.

De plus, il semble que ce changement permet à la Cité de se rapprocher des normes dans le marché. En effet, la majorité des concurrents n'offre pas de journée d'absence et les jours fériés doivent être payés.

6) **CONSULTATION :**

Le service a consulté les intervenants de différents secteurs du Services tels que l'administration des dossiers, le Service des finances, la gérante du Service ainsi que la coordonnatrice des garderies afin de s'assurer d'adresser avec exactitude tous les aspects nécessaires reliés à la politique.

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

N/A

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

La plupart des changements à la politique n'ont pas d'impact financier. Par contre, en améliorant et en apportant plus de précision sur certaines clauses, les Services auront un meilleur outil de communication et ceci évitera aux employés de devoir justifier notre interprétation au sujet de la facturation / Entente de Service.

La deuxième partie de la politique impliquerait l'ajout des journées fériées aux ententes des parents payeurs et l'élimination d'une journée d'absence permise. Cet ajout étalé sur trois ans ferait en sorte de

maintenir les taux journaliers aux taux actuels tout en recevant des montants additionnels pour ces jours non facturés jusqu'à présent.

Advenant que le conseil approuve les changements proposés le service pourrait percevoir les montants suivants pour les années 2019, 2020, 2021;

Illimitation progressive de journées fériées		
Année (du premier juillet au 30 juin)	Frais additionnel 2019-2020 Additional fees	Frais additionnel 2020-2021 Additional fees
Pourcentage moyen d'augmentation	2.5% à 2.9%	2.5% à 2.9%
Total de revenus supplémentaire	\$98,171	\$82,940

L'impact budgétaire 2019 est de \$ 49 085 puisqu'il est applicable sur les 6 derniers mois de l'année seulement (du 1^{er} juillet au 31 décembre 2019).

9) **IMPLICATIONS LÉGALES :**

N/A

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

N/A

11) **IMPLICATIONS STRATÉGIQUES :**

Selon nous, le scénario proposé étalé sur trois années ferait en sorte de garder les taux actuels et de stabiliser le budget des garderies.

12) **DOCUMENTS D'APPUI:**

- Politique de Comptes Clients (Proposé de mise à jour)
- Études des taux de garderies
- Politique de Comptes Clients (actuel)

CORPORATION De la Cité de / of the City of CLARENCE-ROCKLAND	Politique/Policy no : GAR15-01
	Objet/Subject : Politique de Comptes Clients – Service de Garderies / Clients accounts policy – Day Care Services
	Service/Department : Garderies
Date : Avril/April 2019 Préparé par : Pierre Boucher	Règlement/By-law No. :
	Résolution/Resolution No. :

<p>BUT: Établir une politique afin d'harmoniser les règles et politiques des comptes clients du Service de Garderies.</p> <p>ÉTENDUE Cette politique s'appliquera à tous les comptes à recevoir pour les frais du Service municipal de garde licencié.</p> <p>RESPONSABILITÉ Le Service de Garderies est responsable de fournir toute l'information nécessaire au Service des Finances afin qu'il puisse préparer la facture.</p> <p>L'employé assigné à la facturation sera responsable de faire parvenir la facture mensuelle à la clientèle du Service de Garderies. Cet employé sera également responsable de la perception des comptes à recevoir.</p> <p>PROCÉDURES Les procédures de cette politique seront établies par le Directeur des Services Communautaires.</p> <p>DÉFINITION DES TERMES DE RÉFÉRENCE</p> <p><u>Journée ouvrable</u> : du lundi au vendredi à l'exception des journées fériées (Section 3 d)</p> <p><u>Journée scolaire</u> : toute journée incluse dans le calendrier scolaire, selon le conseil scolaire de chaque école</p> <p><u>Pleine journée</u> : toute journée qui n'est pas une journée scolaire</p> <p><u>Totalité des services applicables aux groupes parascolaires</u>: inclue journées scolaires (Am & PM), journées pédagogiques, congé de mars, congé de Noël et l'été.</p>	<p>PURPOSE: The purpose of this policy is to standardize the rules and policies of the Daycare Services Clients account.</p> <p>COVERAGE This policy will apply to all accounts receivable for all municipal licensed Daycare Services.</p> <p>RESPONSIBILITY The Daycare Services is responsible to provide the Finance department with all necessary information in order to proceed with the invoice.</p> <p>The employee assigned to billing will be responsible to send the monthly invoice to the Daycare Services clients. This employee will also be responsible for the collection of receivable accounts.</p> <p>PROCEDURES The Community Services Director will establish this policy procedures.</p> <p>DEFINITION OF TERMS OF REFERENCE</p> <p><u>Working day</u>: from Monday to Friday with the exception of statutory holidays (Section 3 d)</p> <p><u>School Day</u>: all days included into the school year calendar as per the school board of each school</p> <p><u>Full day</u>: any day that is not a school day.</p> <p><u>Full service applicable to school age children</u>: includes school days (AM & PM), PD days, March break, Christmas and summer holidays.</p>
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Totalité des services applicables aux groupes bambins et préscolaires : toutes journées ouvrables

Le Service des Finances inclus : l'entente de service, l'ajout de service, le retrait, les absences et les calendriers

1) ENTENTE DE SERVICE

- a) Le nouveau client sera convoqué à un rendez-vous d'admission où il recevra la trousse d'inscription qu'il devra compléter et remettre au superviseur de la garderie.

2^e étape de l'inscription :

Il sera la responsabilité du client de se rendre au Service à la clientèle de l'Hôtel de Ville dans les 48 heures qui suivront l'inscription, avec le formulaire d'entente de service, afin de payer son dépôt de sécurité (Section 2), ainsi que le frais pour l'ouverture de compte (voir ANNEXE « A » grille des frais du Service de Garderies) avant que son enfant puisse fréquenter l'établissement. Le client peut communiquer avec le Commis aux Comptes à recevoir/Finance pour toutes questions financières.

- b) Le parent dont l'enfant fréquente le service de garde parascolaire devra compléter la section « PARASCOLAIRE » du formulaire d'entente de service. Le parent cochera les services qu'il réserve pour une durée de 12 mois, soit du 1^{er} juillet au 30 juin, signera l'Entente et sera lié à cette Entente, nonobstant du service

Full service applicable to toddler and preschooler children: all working days

Financial Services include: service agreement, addition in service, withdrawal, absences and calendars

1) SERVICE AGREEMENT

- a) An admission appointment will be scheduled for all new client where he will receive the registration package; the client must complete the forms and return it to the daycare supervisor.

2nd admission step:

It is the client's responsibility to go to City Hall's Client Service within 48 hours of registration, in order to submit the Service Agreement Form, the security deposit payment (Section 2) as well as the account opening fees (see SCHEDULE "A" Daycare Services Fees) before his child can attend the daycare. Clients can contact the Accounts Receivable Clerk/Finance for any financial questions.

- b) The parent whose child attends the school age daycare program will have to complete the section "SCHOOL AGE" of the Service Agreement form. The parent will check off the services he/she reserves for the 12 month period, from July 1st to June 30th, will sign the Agreement and will be bound to the Agreement,

<p><u>qu'il utilisera pendant la durée de l'Entente.</u></p> <p>*Il n'y aura aucun remboursement de frais lorsque surviendra un imprévu qui occasionnera la fermeture du service qui est hors du contrôle de la Cité; ceci inclus, mais sans être limité : les intempéries, les flambées, etc.</p> <p>Lorsque le client coche un service, il est responsable de payer la totalité de ce service; il ne sera pas possible de choisir partiellement un service. Par exemple, lorsque le client coche « Journées pédagogiques », toutes les journées pédagogiques de l'école fréquentée par leur enfant seront facturés au client. Également, congé d'été inclura toutes les semaines/journées qui ne sont pas des journées scolaires. La même procédure s'appliquera dans le cas du congé de Noël et du congé de mars.</p> <p>Lorsqu'un enfant du groupe préscolaire est transféré dans le groupe de parascolaire, le parent pourra remplir une nouvelle entente pour réserver les services selon ses besoins.</p> <p>c) AJOUT DE SERVICE</p> <p>Il est possible pour la clientèle de faire des ajouts de service lorsque ceux-ci ne sont pas réservés sur leur entente.</p> <p>Le client doit faire une demande d'ajout de service en communiquant avec le Commis aux Comptes à recevoir/Finance</p>	<p><u>notwithstanding of the service used during the term of the agreement.</u></p> <p>*There will be no reimbursement of costs when an unexpected situation occurs, resulting in the closure of the service, which is outside the control of the City; this includes but is not limited to: bad weather, outbreaks, etc.</p> <p>When a customer checks a service, he/she is responsible of paying the entire service; it is not possible to choose a partial service. For example, when a client checks off "PD Day", all PD days of the school attended by their child will be charged to the client. As well, summer break will include all weeks/days that are not school days. The same procedure will be applied for the Christmas and March break.</p> <p>When a child is transferred from a preschool group to a school age group, the parent can fill out a new Agreement to reserve the services according to his needs.</p> <p>c) ADDITIONAL SERVICE</p> <p>It is possible for the client to add services when they were not initially reserved in the Agreement.</p> <p>The client has to contact the Accounts Receivable Clerk/ Finance 72 hours in advance (3 working days), to request the</p>
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<p>72 heures à l'avance (3 jours ouvrable), afin de permettre au commis de confirmer que nous avons la place dans le groupe d'âge de l'enfant. <u>Une fois confirmé, il ne sera plus possible d'annuler cet ajout de service ou de l'échanger pour une autre journée. L'ajout de service sera ajouté à la facture du client.</u></p> <p>La Section 10 c) s'applique pour le parent qui n'a pas suivi les étapes de la demande d'ajout de service.</p> <p>d) Dans l'éventualité que le groupe parascolaire est à pleine capacité, le Service donnera priorité aux clients qui réservent la totalité des services.</p> <p>e) Le client subventionné qui n'est plus éligible à une subvention pour ses frais de garde pourra, pendant le terme de son entente, remplir une nouvelle entente pour réserver les services selon ses besoins et devra déboursier la différence du dépôt de sécurité entre le dépôt d'un client subventionné et le dépôt des clients payeurs en vigueur.</p> <p>2) DÉPÔT DE SÉCURITÉ</p> <ul style="list-style-type: none"> - Un dépôt de sécurité équivalent à deux semaines de frais de garde est exigé pour tous les nouveaux clients à la garderie. - Le dépôt sera non-remboursable si le client décide d'annuler le service de garde après avoir complété l'inscription et remis le dépôt de sécurité. - Il n'y aura pas de remboursement partiel du 	<p>additional service and to allow the clerk to confirm the availability in the child's age group. <u>Once confirmed, it will not be possible to cancel the additional service or exchange it for another day. The additional service will be charged to the client's invoice.</u></p> <p>Section 10 c) will apply to the parent that didn't follow the steps to add a service.</p> <p>d) In the event that the school age group is at full capacity, the Service will give priority to clients reserving the full service.</p> <p>e) The subsidized client that no longer qualifies for a daycare fees subsidy during the agreement period, will be able to fill a new agreement to reserve the services according to his needs; the client will have to disburse the security deposit difference between the subsidize and the non-subsidize deposit fee.</p> <p>2) SECURITY DEPOSIT</p> <ul style="list-style-type: none"> - A security deposit equivalent to two weeks of daycare services will be required by all new daycare clients. - The deposit will not be reimbursed if the client decides to cancel the daycare service after completion of registration and submitting the security deposit. - There will be no partial refund of the deposit when
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<p>dépôt lorsque l'enfant change de groupe d'âge (exemple : le préscolaire est transféré au parascolaire).</p> <ul style="list-style-type: none"> - Le dépôt de sécurité sera versé au compte du client lorsqu'il remettra au Service des finances un avis écrit de quatre (4) semaines confirmant le retrait de son enfant - Si le compte est à jour, le montant restant au compte, incluant le dépôt de sécurité sera remboursé au client par chèque OU sera automatiquement transféré dans le compte d'un enfant de la même famille qui fréquente le Service de Garderies. - Le client doit payer le frais d'ouverture de compte en même temps que le dépôt de sécurité au Service à la Clientèle de l'Hôtel de Ville. Ce frais est non remboursable. (voir ANNEXE « A » grille des frais du Service de Garderies). <p>a) DÉPÔT DES CLIENTS SUBVENTIONNÉS</p> <p>Le client qui est éligible à une subvention partielle des Comtés Unis de Prescott Russell doit remettre un dépôt de sécurité tel qu'établi par le Service (voir ANNEXE « A » grille des frais du Service de Garderies).</p> <p>Le frais d'ouverture de compte sera payé par les Comtés Unis de Prescott Russell.</p>	<p>the child changes age group (example: the preschool child is transferred to the school age group).</p> <ul style="list-style-type: none"> - The security deposit will be applied to the client's account when a four (4) week written notice of withdrawal is given to the Finance Department. - If the account is up to date, the amount remaining in the account, including the security deposit will be refunded to the client by cheque OR will be automatically transferred to the account of a child from the same family who attends the Daycare Services. - The client must pay the account set-up fee at the same time as the security deposit to the Client Service Centre at City Hall. This fee is non-refundable. (see SCHEDULE "A" Daycare Services Fees). <p>a) SUBSIDIZE CLIENTS DEPOSIT</p> <p>Subsidize clients that are eligible to a partial subsidy from the United Counties of Prescott Russell must pay a security deposit as establish by the Service (see SCHEDULE "A" Daycare Services Fees).</p> <p>The fee for setting up an account will be paid by the United Counties of Prescott Russell.</p>
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3) FACTURATION COMPTES À RECEVOIR SERVICES CONCERNÉS

Chaque Chef d'équipe/ Superviseure sera responsable de l'intégrité et de l'exactitude des données de base acheminées au Service des Finances.

PROCÉDURES GÉNÉRALES

Le Service maintiendra des pièces justificatives aux fins de la facturation. Le Service de Garderies sera responsable de conserver les présences originales aux archives de la municipalité pour une durée de trois (3) ans.

Le client qui fera une demande de vérification de l'assiduité et du livre de signature d'arrivée et de départ de son enfant à la garderie devra suivre les procédures d'accès à l'information de la Cité de Clarence-Rockland.

PROCESSUS

- a) Les feuilles de présence mensuelles de chaque garderie sont acheminées au Service des Finances le 1^{er} jour ouvrable de chaque mois pour la vérification de la facturation mensuelle.
- b) Les frais du service de garde des clients payeurs et subventionnés partiellement seront facturés mensuellement, soit au début de chaque mois et le paiement sera dû le dernier jour ouvrable de chaque mois.
- c) Le coût annuel sera établi selon la Section 1 b) e). La Section 4 a)

3) INVOICES ACCOUNTS RECEIVABLE AFFECTED DEPARTMENTS

Each Crew Leader/Supervisor will be responsible for the integrity and accuracy of the basic information given to the Finance Department.

GENERAL PROCEDURES

The department will maintain the supporting documents for invoicing. The Daycare Services will be responsible for keeping the original attendance sheets at the municipal archives for three (3) years.

The client requesting a verification of the attendance sheets or arrival and departure signature book of his child will have to follow the Clarence-Rockland Municipal Freedom of Information procedures.

PROCEDURES

- a) The monthly attendance sheets of each daycare are submitted to the Finance Department the 1st working day of each month for the verification of the monthly billing.
- b) The Daycare Services paying clients and partially subsidized clients will be charged monthly at the beginning of each month and the payment will be due on the last working day of each month.
- c) The annual cost will be established according to Section 1 b) e). The Section 4 a) will apply

<p>s'applique lors du calcul de la facture équivalente.</p> <p>Le Service de Garderies mettra en place un nouveau logiciel qui inclura la facturation. La facture équivalente sera alors abolie pour facturer le tarif mensuel réel.</p> <p>d) À compter de juillet 2019 jusqu'à avril 2021, le Service réduira progressivement les journées fériées gratuites de la facture des clients. Les jours fériés suivants seront facturés aux clients selon les années suivantes:</p> <p>Entente 1^{er} juillet 2019 au 30 juin 2020</p> <ul style="list-style-type: none"> - Congé civique (août 2019) - Action de Grâce (octobre 2019) - 26 décembre (décembre 2019) - Journée de la famille (février 2020) - Lundi de Pâques (avril 2020) - Fête de la Reine (mai 2020) <p>Entente 1^{er} juillet 2020 au 30 juin 2021</p> <ul style="list-style-type: none"> - Fête du Canada (1^{er} juillet 2020) - Fête du Travail (septembre 2020) - Noël (25 décembre 2020) - Jour de l'an (1^{er} janvier 2021) - Vendredi Saint (avril 2021) <p>e) Il est entendu que les taux chargés aux clients subventionnés partiellement sont établis par les Services Sociaux des Comtés Unis de Prescott-Russell.</p> <p>N.B. Le client subventionné qui</p>	<p>for the calculation of the equal billing.</p> <p>The Daycare Services will introduce a new software that will include billing. The equal billing will then be abolished to invoice the actual monthly fees.</p> <p>d) From July 2019 until April 2021, the Service will gradually reduce the free holidays on the customers billing. These are the dates on which public holidays will begin to be charged to customers:</p> <p>July 1st 2019 to June 30th 2020 agreement</p> <ul style="list-style-type: none"> - Civic Holiday (August 2019) - Thanksgiving (October 2019) - December 26 (December 2019) - Family Day (February 2020) - Easter Monday (April 2020) - Victoria Day (May 2020) <p>July 1st 2020 to June 30th 2021 agreement</p> <ul style="list-style-type: none"> - Canada Day (July 2020) - Labor Day (September 2020) - Christmas (December 2020) - New Year's Day (January 2021st) - Good Friday (April 2021) <p>e) It is understood that the amount charged to the partially subsidized clients is established by the United Counties Social Services of Prescott Russell.</p> <p>P.S. If the subsidized client wants</p>
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<p>veut faire un changement ou un ajout à son entente de service est responsable de le faire approuver par les Services Sociaux de Prescott-Russell. Le client sera responsable de payer les frais si les Services Sociaux de Prescott-Russell refusent de payer ce changement ou ajout.</p> <p>f) Dans la mesure du possible, les ajustements seront faits au fur et à mesure aux comptes des clients du Service de Garderies; par contre, il est possible que l'ajustement soit appliqué à la facture du mois suivant.</p> <p>4) JOURNÉES D'ABSENCE ALLOUÉES</p> <p>a) Les clients qui ne bénéficient pas d'une subvention partielle ou à 100% et qui réservent la totalité des services à la garderie, de juillet à juin, se verront allouer dix neuf (10 9) jours d'absence pour l'année. Ces absences ne sont pas transférables d'une année à l'autre.</p> <p>Les dix neuf (10 9) jours de congés alloués par année seront calculés au prorata des mois restant pour le client qui commencera à fréquenter la garderie durant l'année.</p> <p>b) Pour les clients qui annuleront leur service avant le terme de l'entente, les dix neuf (10 9) jours de congés alloués par année seront calculés au prorata des mois dont l'enfant a fréquenté la garderie pendant le terme de l'entente en vigueur.</p>	<p>to make changes or add a service to its agreement, the client is responsible to have his request approved by the United Counties of Prescott Russell Social Services. The client will be responsible to pay the fees in the event that the request for the amendment is not approved by the United Counties of Prescott Russell Social Services.</p> <p>f) When possible, the adjustments will be added to the Daycare Services clients account on a daily basis. However, it is possible that the adjustment is applied to the following monthly invoice.</p> <p>4) ALLOCATED DAYS OF ABSENCE</p> <p>a) Clients that are not subsidized partially or at 100% and reserve the full daycare services, from July to June, will be eligible to have ten nine (10 9) allocated days of absence for the year. These absences are not transferable from one year to the other.</p> <p>The ten nine (10 9) allocated days of absence per year will be calculated as prorated of the month remaining for the client beginning to attend the daycare services during the year.</p> <p>b) For the clients who cancel their service before the termination of the Agreement, the ten nine (10 9) allocated days of absence per year will be calculated as prorated of the months the Agreement was in effect.</p>
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<p>c) Le client qui ne réserve pas la totalité des services à la garderie ne pourra bénéficier des journées d'absence allouées annuellement; la Section 4 ne s'applique donc pas à cette clientèle.</p> <p>d) Il est entendu que le Service tiendra un registre des absences prises par la clientèle à tous les mois; dans l'éventualité que l'enfant n'a pas été absent pour la totalité des jours d'absence déduits sur la facture équivalente, le Service des Finances fera parvenir une facture aux clients.</p> <p>e) Les clients qui ne sont pas éligibles aux journées d'absences ou qui prennent des journées excédents les journées d'absence allouées devront payer le plein tarif journalier.</p> <p>f) Les clients subventionnés auront une banque de journées d'absence établie par les Services Sociaux de Prescott-Russell. Il est entendu que la Section 4 a) ne s'applique pas aux clients subventionnés. Par contre, la section 4 e) s'appliquera aux clients subventionnés partiels et ceux à 100%.</p> <p>5) RETARD DE PAIEMENT SERVICE CONCERNÉ</p> <p>Le Service des Finances sera responsable d'envoyer les avis de retard par la poste. Advenant la nécessité d'exercer des moyens de pressions</p>	<p>c) The client that does not reserve the total daycare services will not be eligible to have the yearly allocated absence days. Section 4 does not apply to these clients.</p> <p>d) It is understood that the Service Department will keep a record of absences taken by customers every month. In the event that the child has not been absent for all the days of absences deducted from the equivalent invoice, the Finance Department will send an invoice to the client.</p> <p>e) Clients that are not eligible for the days of absence or have exceeded the allowed absence days will pay the full daily fees.</p> <p>f) Subsidized clients will have a bank of absence days, established by the Social Services of Prescott Russell. It is understood that Section 4 a) do not apply to subsidized clients. On the other hand, Section 4 e) will apply to partial and 100% subsidized clients.</p> <p>5) LATE PAYMENT AFFECTED DEPARTMENTS</p> <p>The Finance Department will be responsible for issuing late payment reminders by mail. However, should an account be subject to further pressure, the</p>
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<p>additionnels, le Service de la Trésorerie pourra toutefois solliciter l'assistance du Directeur du service concerné.</p> <p>Voir ANNEXE « A » grille des frais du Service de Garderies.</p> <p>PROCÉDURES GÉNÉRALES</p> <p>À moins d'avis contraire, un intérêt de 1.25% par mois sera appliqué sur les comptes échus; également :</p> <ul style="list-style-type: none"> - Un état de compte sera émis par le Service des Finances pour les comptes en souffrance le deuxième (2^e) jour du mois. - Un appel ou un courriel sera fait par le Service des Finances le 15^e jour du mois suivant, lorsque le compte demeure impayé. - Lorsque le paiement n'est toujours par reçu, une lettre avisant le client qu'il n'est plus éligible au service de garde sera remise au client. Le dépôt de sécurité sera alors mis au compte du client. - À défaut de paiement ou d'entente raisonnable, le Trésorier municipal mettra fin au service de garde et pourra retenir les services d'un huissier ou d'une agence de recouvrement afin de récupérer les comptes en souffrance. 	<p>Treasurer of the Finance Department may require the assistance of the director of the affected department.</p> <p>See SCHEDULE "A" Daycare Services Fees.</p> <p>GENERAL PROCEDURES</p> <p>Unless otherwise stipulated, a monthly interest rate of 1.25% will be applied to all accounts in arrears; also:</p> <ul style="list-style-type: none"> - A statement will be sent by the Finance Department for all unpaid accounts on the second (2nd) day after the due date. - A phone call or an email will be made by the Finance Department on the 15th day of the month when the account remains unpaid. - When the payment is not received, a letter from the Finance Department will be sent to notify the client that he can no longer be eligible to receive the service by the Daycare Services. The security deposit will be applied to the account. - On default of payment, or of a reasonable agreement of payment, the municipal treasurer may either retain the services of a bailiff or of a collection agency in order to recuperate the monies in arrears.
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<p>6) RETARD DES CLIENTS À LA GARDERIE</p> <p>Il est entendu que les heures d'ouverture des garderies municipales sont de 6h00 à 18h00.</p> <ul style="list-style-type: none"> - Tout parent arrivant plus tard que 18h00 sera facturé selon les frais de retard en vigueur. - Le parent retardataire ainsi que l'éducatrice devront signer le registre d'arrivée et de départ, indiquant l'heure de départ. Cette politique est applicable aux parents payeurs et aux parents subventionnés. - Noter "qu'arriver à l'heure" signifie que le parent et l'enfant sont prêts à quitter la garderie à 18h00. - Les frais de retard seront ajoutés à la facture mensuelle du parent. - Dans certains cas, tels pour les intempéries et à la discrétion du Directeur du Service, le retard ne sera pas facturé. - Au troisième retard, les parents recevront un rappel de la politique de retard du Service de Garderies en vigueur. <p>Voir ANNEXE « A » grille des frais du Service de Garderies.</p>	<p>6) CLIENTS LATE ARRIVAL AT THE DAYCARE</p> <p>It is understood that the City Daycare Services operating hours are from 6:00 a.m. to 6:00 p.m.</p> <ul style="list-style-type: none"> - All parents arriving at the daycare later than 6:00 p.m. will be charged according to the late fees in effect. - The latecomer and the educator will both sign the arrival and departure registry indicating the departure time. This policy is applicable to full fee paying parents and subsidized parents. - Note that to be "on time" means that the parent and child are ready to leave the daycare at 6:00 p.m. - The late fee will be added to the parents' monthly invoice. - In the case of late arrivals due to bad road conditions, and at the discretion of the Service Director, late arrival fees will not be charged. - After the third late arrival, the parents will receive a reminder of the Daycare Services late arrival policy in effect. <p>See SCHEDULE "A" Daycare Services Fees.</p>
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7) RETRAIT DU SERVICE DE GARDERIES	7) WITHDRAWAL FROM THE DAYCARE SERVICES
<ul style="list-style-type: none"> - Il est entendu que le client pourra mettre un terme à son service de garderie en nous soumettant par écrit un avis de retrait de quatre (4) semaines, ce qui annulera le service de garde. Le client doit soumettre son avis au commis aux Comptes à recevoir/Finance. Le client sera facturé, tel que l'entente de service établi, pendant les quatre (4) semaines suivant l'avis de retrait. - Le client qui remet un avis de retrait devra remettre le nom de son enfant sur la liste d'attente centrale s'il veut un service de garde pour une date ultérieure. La politique de la Liste d'attente en vigueur s'appliquera dans cette éventualité. - Il est la responsabilité du client subventionné de contacter l'agent(e) des subventions des Comtés Unis de Prescott Russell pour l'informer du retrait de son enfant de la garderie. - Le client subventionné pourra mettre un terme à son service de garde en nous soumettant par écrit un avis de retrait de deux (2) semaines, ce qui annulera le service de garde. Le client subventionné doit soumettre son avis au commis aux Comptes à recevoir/Finance. Le client sera facturé, tel que l'entente de service établi, pendant les 	<ul style="list-style-type: none"> - It is understood that the client can terminate their daycare service by submitting a four (4) weeks written notice of withdrawal; the notice will cancel the daycare service. The client has to submit his request to the Accounts Receivable Clerk /Finance. The client will be invoiced according to the service agreement established during the four (4) weeks following the withdrawal notice. - The client terminating their daycare services have to put the name of their child on the central waiting list if they need we daycare service at a later date. The Waiting List policy in effect will apply in this case. - It is the responsibility of the subsidize client to contact and inform the subsidy agent from the United Counties of Prescott Russell if their child is withdraw from the daycare service. - The subsidized client can terminate their daycare services by submitting a two (2) weeks written notice of withdrawal; the notice will cancel the daycare service. The client has to submit his request to the Accounts Receivable Clerk /Finance. The client will be invoiced according to the service agreement established during the two (2) weeks following the withdrawal notice.

<p>deux (2) semaines suivant l'avis de retrait. »</p> <p>8) PLACE PARTAGÉE</p> <p>Nous donnerons priorité aux parents qui réserveront le service temps plein pour les groupes bambins et préscolaires. Nous devons maximiser les places disponibles de 5 jours/semaine, vu les places limitées que nous avons dans les garderies.</p> <p>Afin de maximiser les places de bambins et préscolaires, et suite à la demande populaire des clients, le Service de Garderies accepte de partager une semaine de cinq (5) jours (du lundi au vendredi) entre deux (2) familles, lorsque nous avons 2 parents sur la liste d'attente qui peuvent compléter la semaine. Les lignes directrices suivantes devront être suivies par les familles qui partagent une semaine, du lundi au vendredi, à la garderie :</p> <ul style="list-style-type: none"> a) Dans la mesure du possible, le calendrier sera établi de juillet à juin de chaque année b) Chaque client devra suivre le calendrier établi qu'il aura accepté et signé au préalable. c) Aucun changement ni annulation des journées réservées pour l'enfant ne sera accepté. d) Le client ne pourra négocier les journées réservées pour son enfant pour la durée de l'entente. 	<p>8) SHARED PLACE</p> <p>We will give priority to parents reserving full time service for the toddler or preschool program since we have to maximize the available spaces for 5 days a week, due to limited spaces in the daycares.</p> <p>In order to maximize the toddler and preschooler's group, and to answer to a popular request from clients, the Daycare Services has accepted to share a week of 5 days (from Monday to Friday) between two (2) families, when having two families on the waiting list to complete a week. The following rules will have to be followed by the two (2) families that will be sharing a week, from Monday to Friday, at the daycare:</p> <ul style="list-style-type: none"> a) If possible, the calendar year will be established from July to June of each year b) Each client will have to follow the calendar year as established, accepted and signed previously. c) No changes or cancellation of the reserved days for the child will be accepted. d) The client will not be able to negotiate the reserved days for their child for the duration of the agreement.
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<p>e) Si l'enfant ne peut venir à la garderie alors que la journée lui était réservée, ce sera considéré comme une journée d'absence et le parent sera facturé.</p> <p>f) Le client pourra remettre par écrit un avis de retrait de quatre (4) semaines, selon la Section 7 en vigueur, pour mettre un terme à l'entente de la place partagée.</p> <p>g) Le Service de Garderies donnera priorité au client dont la date d'admission est la première, sur la place à temps plein (5 jours/semaine) lorsque la demande sera soumise.</p> <p>h) Dans l'éventualité qu'un des deux clients mette fin à l'entente de place partagée, et que la semaine ne soit pas comblée par un autre client, nous donnerons priorité au client qui prendra les 5 jours/semaine.</p> <p>9) CALENDRIER PARASCOLAIRE</p> <p>Afin de maximiser les places de parascolaire, et suite à la demande populaire des clients, le Service accepte d'offrir un service basé sur un calendrier établi. Les lignes directrices a) à g) de la Section 8 et 10 c) seront appliquées.</p> <p>Dans l'éventualité que la garderie est à pleine capacité, le Directeur du Service pourra prendre la décision de donner priorité aux clients qui réserveront la totalité du service offert à la garderie.</p>	<p>e) If the child cannot be at the daycare on a day that was reserved for him, it will be considered as an absence day and the client will be charged.</p> <p>f) The client can submit a four (4) weeks written notice of withdrawal, according to Section 7 in effect, to terminate the Service Agreement of a shared place.</p> <p>g) The Daycare Services will give priority to the client which admission date is the first for a full time placement (5 days/week) when a request is submitted.</p> <p>h) In the event that one of the two clients terminates the Agreement Service of a shared place, and that the week is not completed by another client, we will give priority to the client reserving the five (5) days/week.</p> <p>9) SCHOOL AGE CALENDAR</p> <p>In order to maximize the available school age spaces, and following the client's popular request, the Service agrees to offer a service based on an establish calendar. The guidelines a) to g) of Section 8 and 10 c) will be applied.</p> <p>In the eventuality that the daycare is at full capacity, the Service Director may take the decision to give priority to clients reserving the full service offered at the daycare.</p>
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<p>10) GARDE PARENTALE PARTAGÉE</p> <p>Les parents qui ont une garde partagée de leur enfant doivent remettre à la garderie l'entente de la cour, émise par un juge provincial et/ou une entente de séparation signée par les deux parties, lors de l'inscription.</p> <p>a) Le parent devra également remettre un calendrier annuel des journées auxquelles l'enfant sera sous sa charge, avant que l'enfant commence à fréquenter le Service. Les lignes directrices a) à h) de la Section 8 seront appliquées.</p> <p>b) Le Service des Finances chargera les frais de garderie au parent selon le calendrier remis.</p> <p>c) Si le parent se présente à la garderie alors que ce n'est pas une journée réservée pour lui, l'employée refusera de prendre l'enfant pour cette journée.</p> <p>d) Dans l'éventualité qu'un des deux parents ne paie pas son compte, la Section 5 s'appliquera pour le parent dont le compte demeure en souffrance.</p> <p>11) HOSPITALISATION/ CONVALESCENCE</p> <p>a) Si un enfant doit s'absenter de la garderie en raison d'hospitalisation, le séjour hospitalier et un maximum de cinq (5) journées de récupérations seront accordés sans frais de garde.</p>	<p>10) PARENTS WITH SHARED CUSTODY</p> <p>The parents having shared custody of their child must submit the Court Agreement issued by a provincial judge, and or a separation agreement signed by both parties at the time of registration.</p> <p>a) The parents shall also provide an annual calendar of the days their child is under their responsibility, before the child can integrate the Service. The guidelines a) to h) of Section 8 will be applied.</p> <p>b) The Finance Department will charge parent's the daycare fees according to the submitted calendar.</p> <p>c) If the parent arrives at the daycare with the child and that day wasn't schedule on his calendar, the daycare employee will refuse to take the child for that day.</p> <p>d) In the eventuality that one of the two parents doesn't pay his daycare account, Section 5 will be applied to the overdue account.</p> <p>11) HOSPITALIZATION/ RECUPERATION</p> <p>a) If a child must be absent from the daycare due to hospitalization, no daycare fees will be charged for the hospital stay and a maximum of five (5) days of recuperation;</p>
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<p>b) Un certificat médical identifiant le nombre de journées à l'hôpital et le nombre de journées en convalescence devra être fourni afin d'annuler les frais de garde.</p> <p>Toutes questions relatives à la facturation doivent être discutées avec le Département des Finances.</p> <p>Le Directeur des Services Communautaires pourrait accepter d'évaluer une demande raisonnable ou prendre en considération un événement imprévisible d'un client, en ce qui concerne l'application de la politique des Comptes Clients.</p>	<p>b) A medical certificate indicating the number of days at the hospital and the number of days of recuperation needed must be given to the daycare administration to cancel the fees.</p> <p>All financial questions have to be discussed with the Financial Department.</p> <p>The Community Services Director could evaluate a client's reasonable request or an take into consideration an unpredictable event, regarding the application of the Clients Account Policy.</p>
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CORPORATION De la Cité de / of the City of CLARENCE-ROCKLAND	Politique/Policy no : GAR15-01
	Objet/Subject : Politique de Comptes Clients – Service de Garderies / Clients accounts policy – Day Care Services
	Service/Department : Garderies
Date : Novembre/November 2017 Préparé par : Pierre Boucher	Règlement/By-law No. :
	Résolution/Resolution No. :

<p>BUT: Établir une politique afin d'harmoniser les règles et politiques des comptes clients du Service de Garderies.</p> <p>ÉTENDUE Cette politique s'appliquera à tous les comptes à recevoir pour les frais du Service de garde licencié municipal.</p> <p>RESPONSABILITÉ Le département du Service de Garderies est responsable de fournir toute l'information nécessaire à la facturation au Service des Finances afin qu'il puisse préparer la facture.</p> <p>L'employé assigné à la facturation sera responsable de faire parvenir la facture mensuelle à la clientèle du Service de Garderies. Cet employé sera également responsable de la perception des comptes à recevoir.</p> <p>PROCÉDURES Les procédures de cette politique seront établies par le Directeur des Services Communautaires.</p> <p>DÉFINITION DES TERMES DE RÉFÉRENCE</p> <p><u>Journée ouvrable</u> : du lundi au vendredi à l'exception des journées fériées (Section 3 d)</p> <p><u>Journée scolaire</u> : toute journée incluse dans le calendrier scolaire, selon le Conseil Scolaire de chaque école</p> <p><u>Pleine journée</u> : toute journée qui n'est pas une journée scolaire</p> <p><u>Totalité des services applicables aux groupes parascolaires</u>: inclue journées scolaires (Am & PM), journées pédagogiques, congé de mars, congé de</p>	<p>PURPOSE: The purpose of this policy is to standardize the rules and policies of the Daycare Services Clients account.</p> <p>COVERAGE This policy will apply to all accounts receivable for all municipal license Daycare Services.</p> <p>RESPONSIBILITY The Daycare Services department is responsible to provide the Finance department with all necessary information in order to proceed with the invoice.</p> <p>The employee assigned to billing will be responsible to send the monthly invoice to the Daycare Services clients. This employee will also be responsible for the collection of receivable accounts.</p> <p>PROCEDURES This policy procedure will be established by the Community Services Director.</p> <p>DEFINITION OF TERMS OF REFERENCE</p> <p><u>Working day</u>: from Monday to Friday with the exception of statutory holidays (Section 3 d)</p> <p><u>School Day</u>: all days included into the school year calendar as per the School Board of each school</p> <p><u>Full day</u>: any day that is not a school day.</p> <p><u>Full service applicable to school age children</u>: includes school days (AM & PM), PD days, March break, Christmas and summer holidays.</p>
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<p>Noël et l'été.</p> <p><u>Totalité des services applicables aux groupes bambins et préscolaires</u> : toutes journées ouvrables</p> <p>1) ENTENTE DE SERVICE</p> <p>a) Le nouveau client sera convoqué à un rendez-vous d'admission ou il recevra la trousse d'inscription qu'il devra compléter et remettre à l'employée responsable de la garderie.</p> <p>2^e étape de l'inscription :</p> <p>Il sera la responsabilité du client de se rendre au Service à la clientèle de l'Hôtel de Ville dans les 48 heures qui suivront l'inscription, avec le formulaire d'entente de service, afin de payer son dépôt de sécurité (Section 2), ainsi que le frais pour l'ouverture de compte (voir ANNEXE « A » grille des frais du Service de Garderies) avant que son enfant puisse fréquenter l'établissement. Le client peut communiquer avec le Commis aux Comptes à recevoir/Finance Garderie pour toutes questions financières.</p> <p>b) Le parent dont l'enfant fréquente le service de garde parascolaire devra compléter la section « PARASCOLAIRE » du formulaire d'entente de service. Le parent cochera les services qu'il réserve pour une durée de 12 mois, soit du 1^{er} juillet au 30 juin, signera l'Entente et sera lié à cette Entente, nonobstant du service qu'il utilisera pendant la durée de l'Entente.</p>	<p><u>Full service applicable to toddler and preschooler children</u>: all working days</p> <p>1) SERVICE AGREEMENT</p> <p>a) The new client will be scheduled for an admission's appointment, where he will receive the registration package; the client must complete the forms and return it to the supervising daycare employee.</p> <p>2nd admission step:</p> <p>It is the client's responsibility to go to City Hall's Client Service Center within 48 hours of registration, in order to submit the Service Agreement Form, the security deposit payment (Section 2) as well as the account set-up fees (see SCHEDULE "A" Daycare Services Fees) before his child can attend the daycare. Clients can contact the Accounts Receivable Clerk/Finance Daycare for any financial questions.</p> <p>b) The parent whose child attends the school age daycare program will have to complete the section "SCHOOL AGE" of the Service Agreement form. The parent will check off the services he/she reserves for the 12 month period, from July 1st to June 30th, will sign the Agreement and will be bound to the Agreement, notwithstanding of the service used during the term of the</p>
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<p>Lorsque le client coche un service, il est responsable de payer la totalité de ce service; il ne sera pas possible de choisir partiellement un service. Par exemple, lorsque le client coche « Journées pédagogiques », toutes les journées pédagogiques de l'école fréquentée par leur enfant seront chargées au client ou congé d'été inclura toutes les semaines/journées qui ne sont pas des journées scolaires. La même procédure s'appliquera dans le cas du congé de Noël et du congé de mars.</p> <p>Lorsqu'un enfant du groupe préscolaire est transféré dans le groupe de parascolaire, le parent pourra remplir une nouvelle entente pour réserver les services selon ses besoins.</p> <p>c) AJOUT DE SERVICE</p> <p>Il est possible pour la clientèle de faire des ajouts de service lorsque ceux-ci ne sont pas réservés sur leur entente.</p> <p>Le client doit faire une demande d'ajout de service en communiquant avec le Commis aux Comptes à recevoir/Finance Garderie 48 heures à l'avance (2 jours ouvrable), afin de permettre au commis de confirmer que nous avons la place dans le groupe d'âge de l'enfant. Une fois confirmé, il ne sera plus possible d'annuler cet ajout de service ou de l'échanger pour une autre journée. L'ajout de service sera ajouté à la facture du client.</p>	<p>agreement.</p> <p>When a client check mark's a service, he/she is responsible of paying the entire service; it is not possible to choose a partial service. For example, when a client checks off "PD Day", all PD Days of the school attended by their child will be charged to the client or summer break will include all weeks/days that are not school days. The same procedure will be applied for the Christmas and March break.</p> <p>When a child is transferred from a preschool group to a school age group, the parent can fill out a new Agreement to reserve the services according to his needs.</p> <p>c) ADDITIONAL SERVICE</p> <p>It is possible for the client to add additional services when they were not initially reserved in the Agreement.</p> <p>The client has to contact the Accounts Receivable Clerk/ Finance Daycare 48 hours in advance (2 working days), to request the additional service and to allow the clerk to confirm the availability in the child's age group. Once confirmed, it will not be possible to cancel the additional service or exchange it for another day. The additional service will be charged to the client's invoice.</p>
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<p>d) Dans l'éventualité que le groupe de parascolaire est à pleine capacité, le Service doit donner priorité aux clients qui réservent la totalité des services.</p> <p>e) Il n'y a pas d'option de service différent pour les groupes bambins et préscolaires puisque nous devons maximiser les places disponibles de 5 jours/semaine, vu les places limitées que nous avons dans les garderies.</p> <p>f) Le client subventionné qui n'est plus éligible à une subvention pour ses frais de garde, pendant le terme de son entente, pourra remplir une nouvelle entente pour réserver les services selon ses besoins et devra déboursier la différence du dépôt de sécurité entre le dépôt d'un client subventionné et le dépôt des clients payeurs en vigueur.</p>	<p>d) In the event that the school age group is at full capacity, the Service will give priority to clients reserving the full service.</p> <p>e) There is no different option available for children attending the toddler or preschool program since we have to maximize the available spaces for 5 days a week, due to limited spaces in the daycares.</p> <p>f) The subsidized client that no longer qualifies for a subsidy for its daycare fees during the agreement period, will be able to fill a new agreement to reserve the services according to his needs; the client will have to disburse the security deposit difference between the subsidize and the non-subsidize deposit fee.</p>
<p>2) DÉPÔT DE SÉCURITÉ</p> <ul style="list-style-type: none"> - Un dépôt de sécurité équivalent à deux semaines de frais de garde est exigé pour tous les nouveaux clients à la garderie. - Le dépôt sera non-remboursable si le client décide d'annuler le service de garde après avoir complété l'inscription et remis le dépôt de sécurité. - Le dépôt de sécurité sera versé au compte du client lorsqu'il remettra un avis écrit de quatre (4) semaines du retrait de son enfant au Service des finances - Si le compte est à jour, le montant restant au compte, 	<p>2) SECURITY DEPOSIT</p> <ul style="list-style-type: none"> - A security deposit equivalent to two weeks of daycare services will be required by all new daycare clients. - The deposit will not be reimbursed if the client decides to cancel their daycare service after completion of registration and submitting the security deposit. - The security deposit will be applied to the client's account when a four (4) week written notice of withdrawal is given to the Finance Department. - If the account is up to date, the amount remaining in the

<p>incluant le dépôt de sécurité sera remboursé au client par chèque OU sera automatiquement transféré dans le compte d'un enfant de la même famille qui fréquente le Service de Garderies.</p> <p>- Le client doit payer le frais d'ouverture de compte en même temps que le dépôt de sécurité au Service à la Clientèle de l'Hôtel de Ville. Ce frais est non remboursable. (voir ANNEXE « A » grille des frais du Service de Garderies).</p> <p>a) DÉPÔT DES CLIENTS SUBVENTIONNÉS</p> <p>Le client qui est éligible à une subvention partielle des Comtés Unis de Prescott Russell doit remettre un dépôt de sécurité tel qu'établi par le Service (voir ANNEXE « A » grille des frais du Service de Garderies).</p> <p>Le frais d'ouverture de compte sera payé par les Comtés Unis de Prescott Russell.</p> <p>3) FACTURATION COMPTES À RECEVOIR SERVICE CONCERNÉ</p> <p>Chaque Chef d'équipe/ Superviseure sera responsable de l'intégrité et de l'exactitude des données de base acheminées au Service des Finances.</p> <p>PROCÉDURES GÉNÉRALES</p> <p>Le Service maintiendra des pièces justificatives aux fins de la facturation. Chaque garderie sera responsable de conserver les présences originales sur les lieux de</p>	<p>account, including the security deposit will be refunded to the client by cheque OR will be automatically transferred to the account of a child from the same family who attends the Daycare Services.</p> <p>- The client must pay the account set-up fee at the same time as the security deposit to the Client Service Center at City Hall. This fee is non-refundable. (see SCHEDULE "A" Daycare Services Fees).</p> <p>a) SUBSIDIZE CLIENTS DEPOSIT</p> <p>Subsidize clients that are eligible to a partial subsidy from the United Counties of Prescott Russell must pay a security deposit as establish by the Service (see SCHEDULE "A" Daycare Services Fees).</p> <p>The fee for setting up an account will be paid by the United Counties of Prescott Russell.</p> <p>3) INVOICES ACCOUNTS RECEIVBLE AFFECTED DEPARTMENTS</p> <p>Each Crew Leader/Supervisor will be responsible for the integrity and accuracy of the basic information given to the Finance Department.</p> <p>GENERAL PROCEDURES</p> <p>The department will maintain the supporting documents for invoicing. Each daycare will be responsible of keeping the original</p>
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<p>la garderie pour une durée de trois (3) ans.</p> <p>Le client qui fera une demande de vérification de l'assiduité et du livre de signature d'arrivée et de départ de son enfant à la garderie devra suivre les procédures d'accès à l'information de la Cité de Clarence-Rockland.</p> <p>PROCESSUS</p> <p>a) Les feuilles de présence mensuelles de chaque garderie sont acheminées au Service des Finances le 1^{er} jour ouvrable de chaque mois pour la vérification de la facturation mensuelle.</p> <p>b) Les frais du service de garde des clients payeurs et subventionnés partiellement seront facturés mensuellement, soit au début de chaque mois et le paiement sera dû le dernier jour ouvrable de chaque mois.</p> <p>c) Le coût annuel sera établi selon la Section 1 b) e). La Section 4 a) s'applique lors du calcul de la facture équivalente.</p> <p>d) Les journées fériées suivantes ne seront pas chargées :</p> <ul style="list-style-type: none"> - 1^{er} janvier - Journée de la famille - Vendredi Saint - Lundi de Pâques - Fête de la Reine - 1^{er} juillet - Congé civique - Fête du Travail - Action de Grâce - 25 décembre - 26 décembre 	<p>attendance sheets on the daycare site for three (3) years.</p> <p>The client requesting a verification of the attendance sheets or arrival and departure signature book of his child will have to follow the Clarence-Rockland Municipal Freedom of Information procedures.</p> <p>PROCEDURES</p> <p>a) The monthly attendance sheets of each daycare are submitted to the Finance Department the 1st working day of each month for the verification of the monthly billing.</p> <p>b) The Daycare services paying clients and partially subsidized clients will be charged monthly at the beginning of each month and the payment will be due on the last working day of each month.</p> <p>c) The annual cost will be established according to Section 1 b) e). The Section 4 a) will apply for the calculation of the equal billing.</p> <p>d) The following statutory holidays will not be charged:</p> <ul style="list-style-type: none"> - January 1st - Family Day - Good Friday - Easter Monday - Victoria Day - July 1st - Civic Holiday - Labor Day - Thanksgiving - December 25th - December 26
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<p>e) Il est entendu que les taux chargés aux clients subventionnés partiellement sont établis par les Services Sociaux des Comtés Unis de Prescott-Russell.</p> <p>N.B. Le client subventionné qui veut faire un changement ou un ajout à son entente de service est responsable de le faire approuver par les Services Sociaux de Prescott-Russell. Le client sera responsable de payer les frais si les Services Sociaux de Prescott-Russell refusent de payer ce changement ou ajout.</p> <p>f) Dans la mesure du possible, les ajustements seront faits au fur et à mesure aux comptes des clients du Service de Garderies; par contre, il est possible que l'ajustement soit appliqué à la facture du mois suivant.</p> <p>4) JOURNÉES D'ABSENCE ALLOUÉES</p> <p>a) Les clients qui réservent la totalité des services à la garderie, de juillet à juin, se verront alloués dix (10) jours d'absence pour l'année. Ces absences ne sont pas transférables d'une année à l'autre.</p> <p>Les dix (10) jours de congés alloués par année seront calculés au prorata des mois restant pour le client qui commencera à fréquenter la garderie durant l'année.</p> <p>b) Pour les clients qui annuleront leur service avant le terme de</p>	<p>e) It is understood that the amount charged to the partially subsidized clients is established by the United Counties Social Services of Prescott Russell.</p> <p>P.S. If the subsidized client wants to make changes or add a service to its agreement, the client is responsible to have his request approved by the United Counties of Prescott Russell Social Services. The client will be responsible to pay the fees in the event that the request for the amendment is not approved by the United Counties of Prescott Russell Social Services.</p> <p>f) When possible, the adjustments will be added to the Daycare Services clients account on a daily basis. However, it is possible that the adjustment is applied to the following monthly invoice.</p> <p>4) ALLOCATED DAYS OF ABSENCE</p> <p>a) The clients that reserve the full daycare services, from July to June, will be eligible to have ten (10) allocated days of absence for the year. These absences are not transferable from one year to the other.</p> <p>The ten (10) allocated days of absence per year will be calculated as prorated of the month remaining for the client beginning to attend the daycare services during the year.</p> <p>b) For the clients who cancel their service before the termination of</p>
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<p>l'entente, les dix (10) jours de congés alloués par année seront calculés au prorata des mois dont l'enfant a fréquenté la garderie pendant le terme de l'entente en vigueur.</p> <p>c) Le client qui ne réserve pas la totalité des services à la garderie ne pourra bénéficier des journées d'absence allouées annuellement; la Section 4 ne s'applique donc pas pour cette clientèle.</p> <p>d) Il est entendu que le Service tiendra un registre des absences prises par la clientèle à tous les mois; dans l'éventualité que l'enfant n'a pas été absent pour la totalité des jours d'absence déduits sur la facture équivalente, le Service des Finances fera parvenir une facture aux clients.</p> <p>e) Les clients qui ne sont pas éligibles aux journées d'absences ou qui prennent des journées excédents les journées d'absence allouées devront payer le plein tarif journalier.</p> <p>5) RETARD DE PAIEMENT SERVICE CONCERNÉ</p> <p>Le Service des Finances sera responsable d'envoyer les avis de retard par la poste. Advenant la nécessité d'exercer des moyens de pressions additionnels, le Service de la Trésorerie pourra toutefois solliciter l'assistance du Directeur du service concerné.</p> <p>Voir ANNEXE « A » grille des frais du Service de Garderies.</p>	<p>the Agreement, the ten (10) allocated days of absence per year will be calculated as prorated of the months the Agreement was in effect.</p> <p>c) The client that does not reserve the total daycare services will not be eligible to have the yearly allocated absence days. Section 4 does not apply to these clients.</p> <p>d) It is understood that the Service Department will keep a record of absences taken by customers every month. In the event that the child has not been absent for all the days of absences deducted from the equivalent invoice, the Finance Department will send an invoice to the client.</p> <p>e) The clients that are not eligible for the days of absence or have exceeded the allowed absence days will pay the full daily fees.</p> <p>5) LATE PAYMENT AFFECTED DEPARTMENTS</p> <p>The Finance Department will be responsible for issuing late payment reminders by mail. However, should an account be subject to further pressure, the Treasurer of the Finance Department may require the assistance of the director of the affected department.</p> <p>See SCHEDULE "A" Daycare Services Fees.</p>
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PROCÉDURES GÉNÉRALES	GENERAL PROCEDURES
<p>À moins d'un avis contraire, un intérêt de 1.25% par mois sera appliqué sur les comptes échus; également :</p> <ul style="list-style-type: none"> - Un état de compte sera émis par le Service des Finances pour les comptes en souffrance le deuxième (2^e) jour du mois. - Un appel sera fait par le Service des Finances le 15^e jour du mois suivant, lorsque le compte demeure impayé. - Lorsque le paiement n'est toujours par reçu, une lettre avisant le client qu'il n'est plus éligible au service de garde sera remise au client. Le dépôt de sécurité sera alors mis au compte du client. - À défaut de paiement ou d'entente raisonnable, le Trésorier municipal mettra fin au service de garde et pourra retenir les services d'un huissier ou d'une agence de recouvrement afin de récupérer les comptes en souffrance. 	<p>Unless otherwise stipulated, a monthly interest rate of 1.25% will be applied to all accounts in arrears; also:</p> <ul style="list-style-type: none"> - A statement will be sent by the Finance Department for all unpaid accounts on the second (2nd) day after the due date. - A phone call will be made by the Finance Department on the 15th day of the month when the account remains unpaid. - When the payment is not received, a letter from the Finance Department will be sent to notify the client that he can no longer be eligible to receive the service by the Daycare Services. The security deposit will be applied to the account. - On default of payment, or of a reasonable agreement of payment, the municipal treasurer may either retain the services of a bailiff or of a collection agency in order to recuperate the monies in arrears.
<p>6) RETARD DES CLIENTS À LA GARDERIE</p> <p>Il est entendu que les heures d'ouverture des garderies municipales sont de 6h00 à 18h00.</p> <ul style="list-style-type: none"> - Tout parent arrivant plus tard que 18h00 sera facturé selon les frais de retard en vigueur. 	<p>6) CLIENTS LATE ARRIVAL AT THE DAYCARE</p> <p>It is understood that the City Daycare Services operating hours are from 6:00 a.m. to 6:00 p.m.</p> <ul style="list-style-type: none"> - All parents arriving at the daycare later than 6:00 p.m. will be charged according to

<ul style="list-style-type: none"> - Le parent retardataire ainsi que l'éducatrice devront signer le registre d'arrivée et de départ, indiquant l'heure de départ. Cette politique est applicable aux parents payeurs et aux parents subventionnés. - Noter "qu'arriver à l'heure" signifie que le parent et l'enfant sont prêts à quitter la garderie à 18h00. - Les frais de retard seront ajoutés à la facture mensuelle du parent. - Dans certains cas, tels les intempéries et à la discrétion du Directeur du Service, le retard ne sera pas facturé. - Au troisième retard, les parents recevront un rappel de la politique de retard du Service de Garderies en vigueur. <p>Voir ANNEXE « A » grille des frais du Service de Garderies.</p> <p>7) RETRAIT DU SERVICE DE GARDERIES</p> <ul style="list-style-type: none"> - Il est entendu que le client pourra mettre un terme à son service de garde en nous soumettant quatre (4) semaines d'avis de retrait par écrit, ce qui annulera l'entente de service. Le client doit soumettre son avis au commis aux Comptes à recevoir/Finance Garderie. Le client sera facturé, tel que l'entente de service établi, 	<p>the late fees in effect.</p> <ul style="list-style-type: none"> - The latecomer and the educator will both sign the arrival and departure registry indicating the departure time. This policy is applicable to full fee paying parents and subsidized parents. - Note that to be "on time" means that the parent and child are ready to leave the daycare at 6:00 p.m. - The late fee will be added to the parents' monthly invoice. - In the case of late arrivals due to bad road conditions, and at the discretion of the Service Director, late arrival fees will not be charged. - After the third late arrival, the parents will receive a reminder of the Daycare Services late arrival policy in effect. <p>See SCHEDULE "A" Daycare Services Fees.</p> <p>7) WITHDRAWAL FROM THE DAYCARE SERVICES</p> <ul style="list-style-type: none"> - It is understood that the client can terminate their daycare services by submitting a four (4) weeks written notice of withdrawal; the notice will cancel the Service Agreement. The client has to submit his request to the Accounts Receivable Clerk /Finance Daycare. The client will be invoiced according to the service agreement established
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<p>pendant les quatre (4) semaines suivant l'avis de retrait.</p> <ul style="list-style-type: none"> - Le client qui remet un avis de retrait devra remettre le nom de son enfant sur la liste d'attente centrale s'il veut un service de garde pour une date ultérieure. La politique de la Liste d'Attente en vigueur s'appliquera dans cette éventualité. - Il est la responsabilité du client subventionné de contacter l'agent(e) des subventions des Comtés Unis de Prescott Russell pour l'informer du retrait de son enfant de la garderie. - Le client subventionné pourra mettre un terme à son service de garde en nous soumettant deux (2) semaines d'avis de retrait par écrit, ce qui annulera l'entente de service. Le client subventionné doit soumettre son avis au commis aux Comptes à recevoir/Finance Garderie. Le client sera facturé, tel que l'entente de service établi, pendant les deux (2) semaines suivant l'avis de retrait. » 	<p>during the four (4) weeks following the withdrawal notice.</p> <ul style="list-style-type: none"> - The client terminating their daycare services have to put the name of their child on the central waiting list if they need we daycare service at a later date. The Waiting List policy in effect will apply in this case. - It is the responsibility of the subsidize client to contact and inform the subsidy agent from the United Counties of Prescott Russell if their child is withdraw from the daycare service. - The subsidized client can terminate their daycare services by submitting a two (2) weeks written notice of withdrawal; the notice will cancel the Service Agreement. The client has to submit his request to the Accounts Receivable Clerk /Finance Daycare. The client will be invoiced according to the service agreement established during the two (2) weeks following the withdrawal notice.
<p>8) PLACE PARTAGÉE</p> <p>Afin de maximiser les places de bambins et préscolaires, et suite à la demande populaire des clients, le Service de Garderies accepte de partager une semaine de cinq (5) jours (du lundi au vendredi) entre deux (2) familles, lorsque nous avons 2 parents sur la liste d'attente qui peuvent compléter la</p>	<p>8) SHARED PLACE</p> <p>In order to maximize the toddler and preschooler's group, and to answer to a popular request from clients, the Daycare Services has accepted to share a week of 5 days (from Monday to Friday) between two (2) families, when having two families on the waiting list to complete a week. The</p>

<p>semaine. Les lignes directrices suivantes devront être suivies par les familles qui partagent une semaine, du lundi au vendredi, à la garderie :</p> <p>a) Dans la mesure du possible, le calendrier sera établi de juillet à juin de chaque année</p> <p>b) Chaque client devra suivre le calendrier établi qu'il aura accepté et signé au préalable.</p> <p>c) Aucun changement ni annulation des journées réservées pour l'enfant ne sera accepté.</p> <p>d) Le client ne pourra négocier les journées réservées pour son enfant pour la durée de l'entente.</p> <p>e) Si l'enfant ne peut venir à la garderie alors que la journée lui était réservée, ce sera considéré comme une journée d'absence et le parent sera chargé.</p> <p>f) Le client pourra remettre quatre (4) semaines d'avis de retrait, selon la Section 7 en vigueur, pour mettre un terme à l'entente de la place partagée.</p> <p>g) Le Service de Garderies donnera priorité au client dont la date d'admission est la première, sur la place à temps plein (5 jours/semaine) lorsque la demande sera soumise.</p> <p>h) Dans l'éventualité qu'un des deux clients mette fin à l'entente de place partagée, et que la semaine ne soit pas comblée par un autre</p>	<p>following rules will have to be followed by the two (2) families that will be sharing a week, from Monday to Friday, at the daycare:</p> <p>a) If possible, the calendar year will be established from July to June of each year</p> <p>b) Each client will have to follow the calendar year as established, accepted and signed previously.</p> <p>c) No changes or cancellation of the reserved days for the child will be accepted.</p> <p>d) The client will not be able to negotiate the reserved days for their child for the duration of the agreement.</p> <p>e) If the child cannot be at the daycare on a day that was reserved for him, it will be considered as an absence day and the client will be charged.</p> <p>f) The client can submit a four (4) weeks written notice of withdrawal, according to Section 7 in effect, to terminate the Service Agreement of a shared place.</p> <p>g) The Daycare Services will give priority to the client which admission date is the first for a full time placement (5 days/week) when a request is submitted.</p> <p>h) In the event that one of the two clients terminates the Agreement Service of a shared place, and that the week is not completed by</p>
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<p>client, nous donnerons priorité au client qui prendra les 5 jours/semaine.</p> <p>9) CALENDRIER PARASCOLAIRE</p> <p>Afin de maximiser les places de parascolaire, et suite à la demande populaire des clients, le Service accepte d’offrir un service basé sur un calendrier établi. Les lignes directrices a) à g) de la Section 8 seront appliquées.</p> <p>Dans l’éventualité que la garderie est à pleine capacité, le Directeur du Service pourra prendre la décision de donner priorité aux clients qui réserveront la totalité du service offert à la garderie.</p> <p>10) ENFANT QUI NE FRÉQUENTE PAS LA GARDERIE DE LEUR ÉCOLE</p> <p>Il est entendu que l’Administration du Service de Garderies n’autorise pas qu’un enfant qui fréquente une école avec une garderie municipale à l’intérieur de l’établissement fréquente une garderie municipale d’une école différente. (Ex. si l’enfant fréquente l’école St-Patrick, il doit également fréquenter la garderie St-Patrick).</p> <p>Par contre, s’il n’y a pas de garderie municipale à l’intérieur de l’école fréquentée par l’enfant, nous pourrions voir la possibilité d’offrir la garderie dans une école différente.</p> <p>Dans cette éventualité, le parent est responsable de faire les arrangements de transport</p>	<p>another client, we will give priority to the client reserving the five (5) days/week.</p> <p>9) SCHOOL AGE CALENDAR</p> <p>In order to maximize the available school age spaces, and following the client’s popular request, the Service agrees to offer a service based on an establish calendar. The guidelines a) to g) of Section 8 will be applied.</p> <p>In the eventuality that the daycare is at full capacity, the Service Director may take the decision to give priority to clients reserving the full service offered at the daycare.</p> <p>10) CHILD WHO DOES NOT ATTEND THE DAYCARE OF THEIR SCHOOL</p> <p>It is understood that the Administration of the Daycare Services does not allow a child who attends a school with a municipal daycare inside its establishment to attend another municipal daycare in a different school. (Ex. Child attending St-Patrick School must attend St-Patrick daycare).</p> <p>However, if a child attends a school where there’s no municipal daycare inside the establishment, we could see the possibility of offering the daycare service into a different school.</p> <p>In this event, the parent will be responsible to make the transportation arrangement with</p>
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<p>scolaire avec le consortium scolaire.</p> <p>Puisque nous n'avons pas les effectifs et les locaux de disponibles pendant la journée scolaire, nous ne pourrons pas offrir le service de garde lors des journées d'intempérie.</p> <p>De plus, les calendriers scolaires sont différents d'un conseil scolaire à l'autre; nous ne pourrons pas offrir le service de garde lorsqu'il n'y a pas d'école (ex. journée pédagogique) si elle ne coordonne pas avec l'école ou est située la garderie.</p> <p>11) GARDE PARENTALE PARTAGÉE</p> <p>Les parents qui ont une garde partagée de leur enfant doivent remettre à la garderie l'entente de la cour, émise par un juge provincial et/ou une entente de séparation signée par les deux parties, lors de l'inscription.</p> <p>a) Le parent devra également remettre un calendrier annuel des journées auxquelles l'enfant sera sous sa charge, avant que l'enfant commence à fréquenter le Service. Les lignes directrices a) à h) de la Section 8 seront appliquées.</p> <p>b) Le Service des Finances chargera les frais de garderie au parent selon le calendrier remis.</p> <p>c) Si le parent se présente à la garderie alors que ce n'est pas une journée réservée pour lui, l'employée refusera de prendre</p>	<p>the school consortium.</p> <p>Since we do not have the staff and premises availability during the school day, we will not be able to offer the daycare service during the days of bad weather.</p> <p>Furthermore, the school calendars are different from one school board to another; we will not be able to offer the daycare service when there's no school (ex. pd day) if it does not coordinate with the school where the daycare is located.</p> <p>11) PARENTS WITH SHARED CUSTODY</p> <p>The parents having shared custody of their child must submit the Court Agreement issued by a provincial judge, and or a separation agreement signed by both parties at the time of registration.</p> <p>a) The parents shall also provide an annual calendar of the days their child is under their responsibility, before the child can integrate the Service. The guidelines a) to h) of Section 8 will be applied.</p> <p>b) The Finance Department will charge parent's the daycare fees according to the submitted calendar.</p> <p>c) If the parent arrives at the daycare with the child and that day wasn't schedule on his calendar, the daycare employee</p>
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<p>l'enfant pour cette journée.</p> <p>d) Dans l'éventualité qu'un des deux parents ne paie pas son compte, la Section 5 s'appliquera pour le parent dont le compte demeure en souffrance.</p> <p>12) HOSPITALISATION/ CONVALESCENCE</p> <p>a) Si un enfant doit s'absenter de la garderie en raison d'hospitalisation, le séjour hospitalier et un maximum de cinq (5) journées de récupérations seront accordés sans frais de garde.</p> <p>b) Un certificat médical identifiant le nombre de journées à l'hôpital et le nombre de journées en convalescence devra être fourni afin d'annuler les frais de garde.</p> <p>Toutes questions relatives à la facturation doivent être discutées avec le Département des Finances.</p> <p>Le Directeur des Services Communautaires pourrait accepter d'évaluer une demande raisonnable ou un évènement imprévisible d'un client, concernant la politique des Comptes Clients.</p>	<p>will refuse to take the child for that day.</p> <p>d) In the eventuality that one of the two parents doesn't pay his daycare account, Section 5 will be applied to the overdue account.</p> <p>12) HOSPITALIZATION/ RECUPERATION</p> <p>a) If a child must be absent from the daycare due to hospitalization, no daycare fees will be charged for the hospital stay and a maximum of five (5) days of recuperation;</p> <p>b) A medical certificate indicating the number of days at the hospital and the number of days of recuperation needed must be given to the daycare administration to cancel the fees.</p> <p>All financial questions have to be discussed with the Financial Department.</p> <p>The Community Services Director could evaluate a client's reasonable request or an unpredictable event, regarding the Clients Account Policy.</p>
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**ÉTUDE COMPARATIVE DES SERVICES DE GARDE
MARS / MARCH 2019
COMPARATIVE STUDY DAYCARE SERVICES**

Région / Region	Combien de jours d'absence sont alloués pendant l'année / How many days of absence are allowed during the year	Est-ce que la garderie facture pour les journées fériées ? / Does the daycare charges for statutory holidays?
CLARENCE-ROCKLAND	10	Non / No (11 jours / days)
RUSSELL (Mun.)	0	OUI / YES
VANKLEEK HILL (Mun.)	0	OUI / YES
Ville / City of Ottawa (17 centres)	0	OUI / YES
WENDOVER	0	OUI / YES
CASSELMAN	0	OUI / YES
GARDERIE LA COCCINELLE ORLÉANS	0	OUI / YES

Augmentation de 2% sur tous les services 2% increase on all rates				
				Augmentation par enfant pour une année Increase per child for one year
	Taux Actuel Actual Rates	Augmentation de 2% Increase	Aug. par jour	
Bambin Toddler	\$52.05	\$53.10	\$1.05	\$250.95
Préscolaire Preschool	\$50.10	\$51.10	\$1.00	\$239.00
AM et/and PM	\$22.20	\$22.60	\$0.40	\$95.60
AM ou/or PM	\$16.65	\$16.95	\$0.30	\$71.70
Para.- journée pleine Para.- full day	\$31.25	\$31.90	\$0.65	\$3.90
				\$92,184.25

Abolir une journée d'absence / Abolish one day of absence

Groupe	Nombre d'enfants / Number of Children	Abolir les 10 jours d'absences / Abolishing the 10 days of absence	Une journée / One day	Augmentation sur 6 mois / 6 months increase	% d'aug.
Bambin Toddler	20	\$10,410.00	\$1,041.00	\$52.05	0.42%
Prescolaire Preschool	56	\$28,056.00	\$2,805.60	\$50.10	0.42%
Parascolaire School Age	94	\$29,375.00	\$2,937.50	\$31.25	0.42%
Augmentation Increase	170	Une journée de revenus One day of revenue	\$6,784.10		
Aucune augmentation No increase	598				
Total d'enfants Number of children	768				

**Ajout des journées fériées à l'entente de service
Additional statutory days to the service agreement**

			Ajout de 6 jours en 2019-2020 additionnal 6 days	Ajout de 5 jours en 2020-2021 additionnal 5 days
			1 juillet- 30 juin / July 1 - June 30	1 juillet- 30 juin / July 1 - June 30
Groupe	Nombre d'enfants Number of children	Taux	6	5
BAMBIN TODDLER	20	\$52.05	\$6,246.00	\$5,205.00
PRESCOLAIRE PRESCHOOL	66	\$50.10	\$19,839.60	\$16,533.00
AM ou/or PM	235	\$16.65	\$23,476.50	\$19,563.75
AM/PM	314	\$22.20	\$41,824.80	\$34,854.00
Total			\$91,386.90	\$76,155.75
Impact budget 2019 (6mois) 2019 budget impact (6months)			\$45,693.45	

Impact monétaire sur le parent payeur Monetary impact on parents				
			Frais additionnel 2019-2020 additional fees	Frais additionnel 2020-2021 additional fees
Groupe d'age			6	5
BAMBIN TODDLER	20	52.05	\$ 312.30	\$ 260.25
PRESCOLAIRE PRESCHOOL	66	50.10	\$ 300.60	\$ 250.50
AM ou/or PM	235	16.65	\$ 99.90	\$ 83.25
AM/PM	314	22.2	\$ 133.20	\$ 111.00
Pourcentage d'augmentation Increment percentage per year			2.5%	2.5%



REPORT N° INF2019-013

Date	25/03/2019
Submitted by	Julian Lenhart
Subject	Gagné Road Reconstruction
File N°	

1) **NATURE/GOAL :**

The nature of this report is to provide Council with options to consider for Gagné Road and to obtain Council's direction to repair Gagné Road.

2) **DIRECTIVE/PREVIOUS POLICY :**

At its February 20th Committee of the Whole meeting, Council received a petition to pave Gagné Road. Further to discussions, Mayor Desjardins mandated the administration to prepare a report regarding the possible options for repairs to Gagné Road including estimated costs.

3) **DEPARTMENT'S RECOMMENDATION :**

THAT Report INF2019-013 be received as information.

QUE le rapport INF2019-013 soit reçu à titre d'information.

4) **BACKGROUND :**

Gagné Road is situated in Hammond and spans north/south from Du Golf Road to Lacroix Road. Gagné Road has a total length of 3.0km where roughly, 1.5km is currently asphalted and the remaining 1.5km is gravel. See key plan of Gagné Road in attachment 1. The asphalted section is situated within the Community Policy (urban) limits of Hammond and is in a very good to good condition. The gravel portion is situated outside of the Community Policy (urban) limits of Hammond and this section of the road is in a poor to very poor condition.

The poor condition of this area is mainly due to a poor road structure, where significant peat and topsoil is present in the structure in the saturated levels of the road structure. To help address the saturation issues, in 2016, the Department retained the services of STP Excavation and Construction Inc. to re-profile and construct ditches along Gagné road. During this project, poor soil conditions were observed resulting in many issues with slope stability and structure and integrity.

Gagné road has approximately 100 houses and 2 active sand pits that have access on this road. This results in a combination of traffic compositions where both residential low weight vehicles and heavy weight commercial vehicles travel this road. On average, this road has

traffic volumes of less than 500 AADT (annual average daily traffic) as per a traffic survey dated July 2016. At the time of the survey, the majority of the traffic observed was local traffic, traffic generated from the houses on Gagné Road and traffic generated from the sand pit operations. The Department does not foresee additional development along Gagné Road and therefore, does not expect an increase in traffic volumes.

5) **DISCUSSION :**

Following Council's directive, the Department evaluated different options and their associated costs to repair Gagné Road. The Department measured the merits of maintaining Gagné Road in its current condition versus reconstructing it. This was evaluated with Council's approved asset management principals and criteria. Prioritization of road improvement program are measured in terms of consequence (risk) and likelihood of failure. Refer to the consequence Table in Attachment 2 for the complete evaluation of Gagné Road.

Consequence: the following seven criteria are used to evaluate the risk of maintaining the road in its current condition.

- Operational Impacts
- Environment
- Safety
- Travel Time
- Affected Population
- Service Delivery – Comfort
- Financial

Likelihood of Failure: the likelihood of failure is evaluated on a scale of Improbable to almost certain of failure if Gagné Road is maintained in its current condition.

- Improbable
- Possible
- Likely
- Almost Certain

Based on these criteria, Gagné Road scored 10.6 points out of a possible 64 points, where a road that scores 0 points is less recommended and 64 points is the most recommended. A minimum score of 30 points is required to recommend significant improvements to the road way that is evaluated. Gagné Road does not meet the minimum score. This means that current operations or a slight increase in operations are warranted for this road at this time. Council can consider to increase the frequency of road grading and localised berm removal to help drain the surface of the road.

The Department considered the cost of repairs for two possible surface options; asphalt or surface treatment. Due to the condition of the road structure, only a full reconstruction from the subgrade to the surface is recommended. Anything less than a full reconstruction will not address the structural issues of the road and will not have a long-term impact on the road condition. A complete full cost breakdown is presented in Attachment 3.

Option 1 Road reconstruction with Asphalt surface

\$2.6 million including engineering design, tender and contract administration.

Option 2 Road reconstruction with Surface Treatment

\$2.3 million including engineering design, tender and contract administration.

Option 2 is not recommended because surface treatment is not appropriate for heavy vehicles, as this type of traffic will drastically reduce its life expectancy.

6) **CONSULTATION:**

N/A

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

N/A

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

Gagné Road reconstruction was not considered during the 2019 budget deliberations. The reconstruction cost for Gagné Road would need to be debt financed with an estimated interest rate of 3.5% as per the last confirmed rates with Infrastructure Ontario. The estimated cost for reconstruction and asphalt surface is \$2,600,000 with an annual debt repayment of \$182,938.80 including interest, where as, the estimated cost for reconstruction and surface treatment is \$2,300,000 with an annual debt repayment of \$161,830.48 including interest. The tax increase impact ranges between 0.83% and 0.94% to cover the debt cost.

9) **LEGAL IMPLICATIONS :**

N/A

10) **RISK MANAGEMENT :**

N/A

11) **STRATEGIC IMPLICATIONS :**

This project is not aligned with the City's strategic initiatives and does not meet Council's approved asset management principals and criteria.

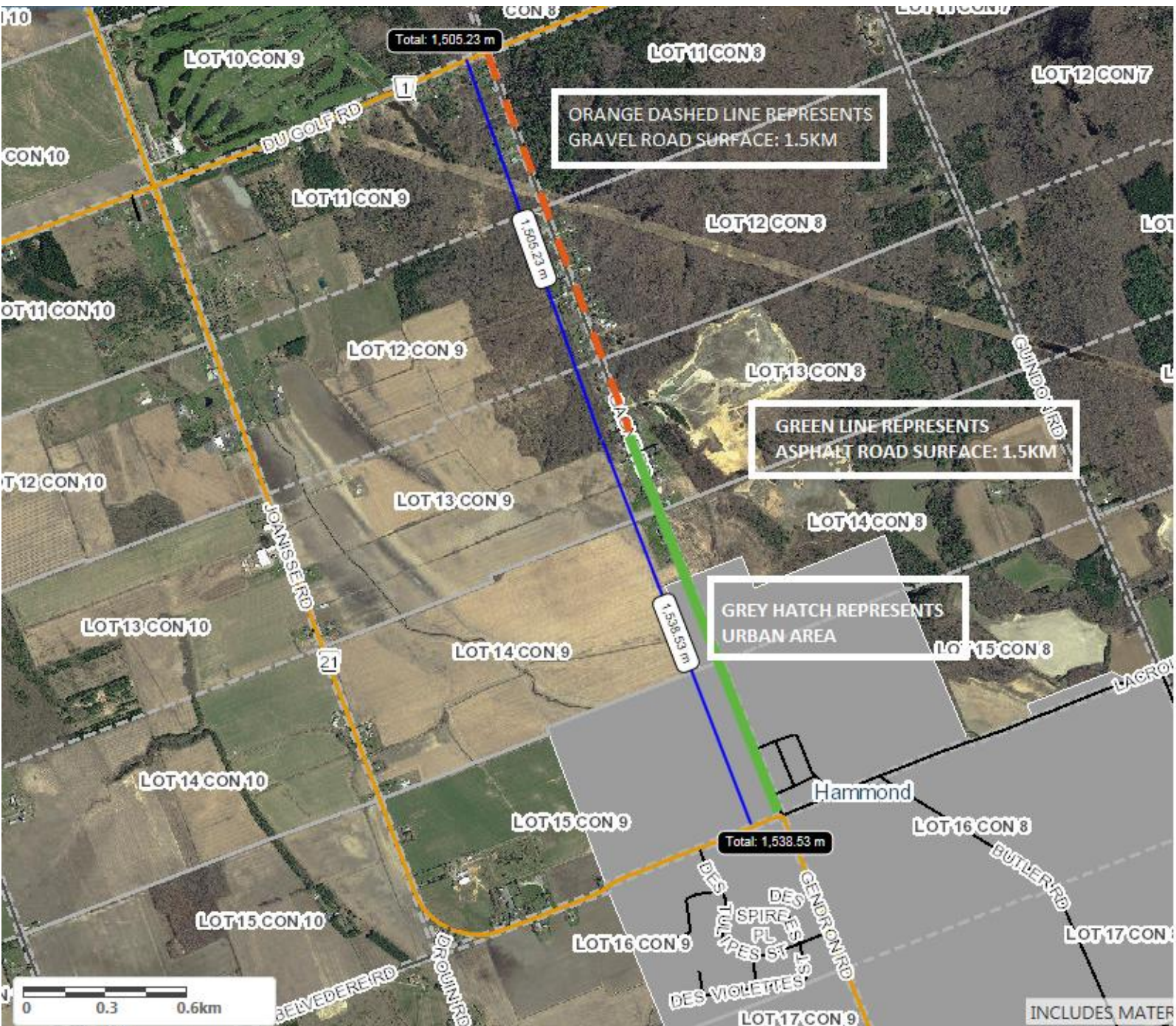
12) **SUPPORTING DOCUMENTS:**

Attachement 1 – Key plan Gagné Road

Attachement 2 – Consequence Table

Attachement 3 – Cost Estimate Full Reconstruction Option 1 and 2

Attachment 1 -Key Plan Gagné Road



Attachement 2 - Consequence Table - ROADS

Category	1	2	3	4	Weight	Notes	Weighted score
Operational Impacts	Requires semi annual monitoring or repair	Requires monthly monitoring or repair	Requires weekly monitoring or repair	Unable to maintain or operate OR repair requires greater than one week	0.6	Reactive operational effort above what is routine	1.8
Environment	Short term irritant (i.e. Dust)	Prolonged irritant (i.e. Dust) OR Aesthetic impact	Release of deleterious substances to environment (i.e. Hydraulic fluid, diesel fuel, etc.)	Release of deleterious substances to environment that result in a fine	0.6	O&G, fines to waterway, etc. Dust control Noise	0.6
Safety	Near miss	Minor injuries that do not require medical consultation	Injuries require medical consultation	Many people with major injuries OR fatality	0.8	Consider all road users - pedestrians, bikes, vehicular. Roads, lights, signs, etc.	0.8
Travel Time	Travel time is increased for a period of < 48 hours	Travel time is increased for a period of 48 hours - one month	Travel time is increased for period of one month - four months	Travel time is increased for period of > four months	0.6		1.8
Affected Population	Short term access interruption <10 mins or less than 10 households/vehicles	Short term access interruption 10 min - 1 hour or less than 100 households/vehicles	Access interruption 1 - 24 hours or less than 1,000 households/vehicles	Service interruption to emergency services, more than 24 hours or more than 1,000 households/vehicles	0.8	If emergency services cannot access residences, goods and or other civic services. High weight. Assumption - no alternate route (if there is an alternate route, this is captured under Travel Time)	1.6
Service Delivery - Comfort	Minor decrease in ride comfort and increase in noise levels	Moderate decrease in ride comfort and noise levels. Obstructions visible but alteration in path and speed are not required.	Decreased speed required. Occasional alteration of path.	Frequently alter driving path. Vehicle damage. Major decrease in ride comfort and noise level	0.8		3.2
Financial	>\$1M	\$100k-\$1M	>\$5k-\$100k	<\$5k	0.8	Reactive costs	0.8
Total Weighted Score							10.6
Likelihood Score							1
Total Score (Total Weighted Score x Likelihood Score)							10.6

Likelihood Table

	1	2	3	4
	Improbable	Possible	Likely	Almost Certain
Likelihood	Could happen, but probably never will except under exceptional circumstances	The event might occur at some time as there is a history of this event occurring	There is strong possibility of this event occurring as there is a frequent history of occurrence	Very likely. Expected to occur in most circumstances.

Attachement 3 - Gagné Road Reconstruction Cost Estimate

Option 1 - Full Reconstruction with Asphalt Surface

Item	Unit	\$/unit	Description	Qty	Cost
Removal of existing roadway full depth	m2	\$ 6.00	8m wide	8000.00	\$ 48,000.00
Removal of existing earth excavation	m3	\$ 15.00	2m deep * 8m wide * 1500m long	24000.00	\$ 360,000.00
Removal of existing Sanitary manhole	ea	\$ 280.90	1 every 100m	0.00	\$ -
Removal of existing Storm sewer	m	\$ 15.90	1000m of closed ditch per side	0.00	\$ -
Removal of existing Storm catchbasin	ea	\$ 10.60	1 cb for every 30m of closed ditch	0.00	\$ -
Removal of existing Sanitary sewer	m	\$ 8.48	1000m	0.00	\$ -
Removal of existing Hydrant	ea	\$ 662.50	1 every 100m	0.00	\$ -
Removal of existing Valve	ea	\$ 312.70	1 every 100m	0.00	\$ -
Removal of existing Watermain	m	\$ 31.80	1000m	0.00	\$ -
Subtotal for Removal				Total/km	\$ 408,000.00
				Total/m ²	\$ 60.90
New Watermain, line only	m	\$ 417.48	1000m of 150mm PVC pipe	0.00	\$ -
New Fire Hydrant	ea	\$ 6,413.00	1 every 100m	0.00	\$ -
New Sanitary sewer, line only	m	\$ 169.60	1000m of 200mm PVC pipe	0.00	\$ -
New Sanitary manhole	ea	\$ 3,816.00	1 every 100m	0.00	\$ -
New Storm sewer (closed ditch)	m	\$ 185.50	1000m of 450mm perforated HDPE pipe per side	0.00	\$ -
New Storm catchbasin (closed ditch)	ea	\$ 212.00	1 cb for every 30m of closed ditch	0.00	\$ -
Non-Woven Geotextile	m2	\$ 3.38	9m * 1500m	13500.00	\$ 45,630.00
Supply and Place Granular Lightweight fill	tonne	\$ 17.00	2000mm*8m wide * 1500m long * 1.7	40800.00	\$ 693,600.00
Supply and Place Granular "B" type II	tonne	\$ 20.00	400mm * 8m wide * 1500m long * 1.7	8160.00	\$ 163,200.00
Supply and Place Granular "A"	tonne	\$ 20.00	150mm * 8m wide * 1500m long * 1.7	3060.00	\$ 61,200.00
HL-8 Asphalt for Roadway	tonne	\$ 175.00	40mm * 6.7m wide * 1500m * 2.25	904.50	\$ 158,287.50
Tack Coat	m2	\$ 1.06	6.7m * 1500m	10050.00	\$ 10,653.00
HL-3 Asphalt for Roadway	tonne	\$ 185.50	40mm * 6.7m wide * 1500m long * 2.25	904.50	\$ 167,784.75
Shouldering with Granular "A"	tonne	\$ 20.00	80mm * 1m wide * 1500m long	408.00	\$ 8,160.00
Entrance reinstatement	ea	\$ 1,000.00	Resident entrance reinstatement	45.00	\$ 45,000.00
Line Painting	m	\$ 1.38	1 yellow, 2 whites	4500.00	\$ 6,201.00
Landscaping/Ditching (Top Soil & Sod)	m2	\$ 20.00	2m wide * 1500m long per side	6000.00	\$ 120,000.00
Traffic Control	ls	\$ 10,000.00	Flag man, Barrels, Detours, Closures, etc	1.00	\$ 10,000.00
Geotech Engineering Report	ls	\$ 1,500.00	Bore Holes Report - 15 holes / km	15.00	\$ 22,500.00
Subtotal for Reconstruction				Total/km	\$ 1,512,216.25
				Total/m ²	\$ 126.02
				Subtotal	\$ 1,920,216.25
Engineering & Contingencies	ls	35% 15% Engineering + 20% Contingencies			\$ 672,075.69
				Total	\$ 2,592,291.94

Attachement 3 - Gagné Road Reconstruction Cost Estimate

Option 2 - Full Reconstruction with Surface Treatment

Item	Unit	\$/unit	Description	Qty	Cost
Removal of existing roadway full depth	m2	\$ 6.00	8m wide	8000.00	\$ 48,000.00
Removal of existing earth excavation	m3	\$ 15.00	2m deep * 8m wide * 1500m long	24000.00	\$ 360,000.00
Removal of existing Sanitary manhole	ea	\$ 280.90	1 every 100m	0.00	\$ -
Removal of existing Storm sewer	m	\$ 15.90	1000m of closed ditch per side	0.00	\$ -
Removal of existing Storm catchbasin	ea	\$ 10.60	1 cb for every 30m of closed ditch	0.00	\$ -
Removal of existing Sanitary sewer	m	\$ 8.48	1000m	0.00	\$ -
Removal of existing Hydrant	ea	\$ 662.50	1 every 100m	0.00	\$ -
Removal of existing Valve	ea	\$ 312.70	1 every 100m	0.00	\$ -
Removal of existing Watermain	m	\$ 31.80	1000m	0.00	\$ -
Subtotal for Removal				Total/km	\$ 408,000.00
				Total/m²	\$ 60.90
New Watermain, line only	m	\$ 417.48	1000m of 150mm PVC pipe	0.00	\$ -
New Fire Hydrant	ea	\$ 6,413.00	1 every 100m	0.00	\$ -
New Sanitary sewer, line only	m	\$ 169.60	1000m of 200mm PVC pipe	0.00	\$ -
New Sanitary manhole	ea	\$ 3,816.00	1 every 100m	0.00	\$ -
New Storm sewer (closed ditch)	m	\$ 185.50	1000m of 450mm perforated HDPE pipe per side	0.00	\$ -
New Storm catchbasin (closed ditch)	ea	\$ 212.00	1 cb for every 30m of closed ditch	0.00	\$ -
Non-Woven Geotextile	m2	\$ 3.38	9m * 1500m	13500.00	\$ 45,630.00
Supply and Place Granular Lightweight fill	tonne	\$ 17.00	2000mm*8m wide * 1500m long * 1.7	40800.00	\$ 693,600.00
Supply and Place Granular "B" type II	tonne	\$ 20.00	400mm * 8m wide * 1500m long * 1.7	8160.00	\$ 163,200.00
Supply and Place Granular "A"	tonne	\$ 20.00	150mm * 8m wide * 1500m long * 1.7	3060.00	\$ 61,200.00
Surface treatment	m2	\$ 10.00	6.7m * 1500m as per OPSS 304	10050.00	\$ 100,500.00
Shouldering with Granular "A"	tonne	\$ 20.00	80mm * 1m wide * 1500m long	408.00	\$ 8,160.00
Entrance reinstatment	ea	\$ 1,000.00	Resident entrance reinstatment	45.00	\$ 45,000.00
Line Painting	m	\$ 1.38	1 yellow, 2 whites	4500.00	\$ 6,201.00
Landscaping/Ditching (Top Soil & Sod)	m2	\$ 20.00	2m wide * 1500m long per side	6000.00	\$ 120,000.00
Traffic Control	ls	\$ 10,000.00	Flag man, Barrels, Detours, Closures, etc	1.00	\$ 10,000.00
Geotech Engineering Report	ls	\$ 1,500.00	Bore Holes Report - 15 holes / km	15.00	\$ 22,500.00
Subtotal for Reconstruction				Total/km	\$ 1,275,991.00
				Total/m²	\$ 106.33
				Subtotal	\$ 1,683,991.00
Engineering & Contingencies	ls	35%	15% Engineering + 20% Contingencies		\$ 589,396.85
				Total	\$ 2,273,387.85



IMIT-2019-001 IM-IT 2019 Work Plan

Date	01/04/2019
Submitted by	Michel Cousineau
Subject	IM-IT 2019 Work Plan
File N°	Click here to enter text.

REPORT N°

1) **NATURE/GOAL :**

To inform Council on the proposed work plan for all IM-IT projects/initiatives and request approval to proceed.

2) **DIRECTIVE/PREVIOUS POLICY :**

None

3) **DEPARTMENT'S RECOMMENDATION :**

The Committee of the whole recommends that Council approve the proposed **IM-IT Work Plan**.

Le comité plénier recommande que le Conseil approuve le **Plan de travail des GI-TI** proposé.

4) **BACKGROUND :**

Although many of the projects in the plan have been reviewed and approved by Council, they have not been presented as a consolidated plan.

5) **DISCUSSION :**

For ease of review a Gantt chart has been prepared for Council to have a quick view of the work plan. See Attachment 2.

The IM-IT Work Plan is a detailed document that outlines all of the project work that is planned for 2019. It is separated into two sections:

- Business Centric projects that address the specific needs/processes of one or more departments.
- IM-IT Centric projects that support the IM-IT Team's ability to provide its services to City staff and/or citizens.

Although most of the projects in the plan have already been approved individually by Council, the IM-IT Work Plan is subject to potential changes that can be driven by factors such as changes in business priorities or emerging IM-IT threats/issues. Any significant change to

the plan will be brought back to Council for approval.

Attachment 1 includes the detailed plan that outlines the projects, high level timelines and costs as well as known risks and constraints.

6) **CONSULTATION:**

N/A

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

This plan was created in conjunction with all departments.

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

The projects and initiatives in this project have allocated budget from various departments as well as IM-IT's operational budget.

9) **LEGAL IMPLICATIONS :**

N/A

10) **RISK MANAGEMENT:**

Although each project his being managed individually, approval of this plan allows us to manage all risks such as resource constraints and priorities at the program level making it easier to mitigate risks and issues to multiple projects.

11) **STRATEGIC IMPLICATIONS:**

The IM-IT Work Plan is meant to support the strategic plan through various initiatives such as the Sharepoint Document Management Project.

12) **SUPPORTING DOCUMENTS:**

Attachment 1: IM-IT 2019 Work Plan

Attachment 2: IM-IT 2019 Work Plan Gantt Chart



2019 IM-IT Work Plan

City of Clarence-Rockland

Michel Cousineau

Chief Information Officer

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6. Timelines (Gantt Chart)	Error! Bookmark not defined.

Document Revision History

Amendment History	
Version/Date	Change Summary
V1.0	Initial Document

1. Executive Summary

This document is intended to be an appendix to report IMIT-2019-001 which is the IM-IT Work plan being submitted to City Council for approval. It outlines the planned projects and initiatives for the year along with high level costs, risks and timelines.

2. Approval

The IM-IT Work plan is being submitted for approval at City Council on April 1, 2019.

3. Overview

The projects are split into two categories:

- **Business Centric Projects:** IM-IT Projects that support one or more business processes and are generally being led by the business unit.
- **IM-IT Centric Projects:** Projects that support the IM-IT team's ability to provide its services to the City's staff and/or residents.

4. Business Centric Projects

The projects in this section are grouped by business unit.

4.1 City Clerk

4.1.1 Document Management System Project (Sharepoint)

Objective

To implement a system that support the corporation's ability to manage its digital assets (documents) in a way that allows for proper lifecycle of the documents from inception to destruction. Part of the mandate is to also develop an Intranet for the corporation. This project began last year but was deferred until the arrival of the Chief Information Officer.

Details

Project Lead	Monique Ouellet
Cost	190k
Capital Funds	Yes
Impact on IM-IT Team	CIO only
Recurring IT Costs	17k/Year for Sharepoint online
Expected Delivery	Fall 2019 (Detailed plan being designed)

Risks

Risk	Mitigation
IT does not currently have the skills or bandwidth to support Sharepoint	Currently trying to staff temporary position that has strong technical skills including Sharepoint. Also looking longer term staffing needs
Staff may not adopt new technology	Working with Stoneshare to develop Change Management strategy to maximize uptake of the platform.

4.1.2 Intranet Roadmap**Objective**

To develop a long term vision of what we want from our Intranet

Details

Project Lead	Monique Ouellet/Mike Cousineau
Cost	No Costs
Capital Funds	N/A
Impact on IM-IT Team	CIO only
Recurring IT Costs	TBD
Expected Delivery	December 2019

Risks

Risk	Mitigation
None currently identified	

4.2 Community Services**4.2.1 Clarence-Rockland Online Program****Objective**

There are many projects being developed to provide online services to our citizens. However, there currently is no higher vision of the overall services. This could lead to issues when certain services need to interact/integrate with each other. This program is to create that high level vision of what the services are as well as how they integrate with each other (when applicable).

The program will also include timelines for all initiatives that can be made public should we choose to do so.

Details

Project Lead	Mike Cousineau
Cost	None
Capital Funds	N/A
Impact on IM-IT Team	CIO only
Recurring IT Costs	TBD
Expected Delivery	May 2019

Risks

Risk	Mitigation
None currently identified	

4.2.2 Daycare Platform

Objective

To implement a platform that will allow for the management of all aspects of our daycare program as well as providing a portal for parents.

Details

Project Lead	Anne Morris Bouchard
Cost	None
Capital Funds	Yes
Impact on IM-IT Team	CIO only
Recurring IT Costs	7k/year
Expected Delivery	September 2019

Risks

Risk	Mitigation
None currently identified	

4.2.3 New Web Site Requirements Gathering

Objective

To perform a needs analysis, gather requirements and build a Statement of Work/RFP for next year.

Details

Project Lead	Martin Irwin
Cost	15k
Capital Funds	No
Impact on IM-IT Team	CIO only
Recurring IT Costs	None
Expected Delivery	August 2019

Risks

Risk	Mitigation
None currently identified	

4.2.4 Online Booking of Assets**Objective**

To implement a portal that allows citizens to book physical assets such as arena ice time or halls for special occasions.

Details

Project Lead	Jean-Luc Jubonville
Cost	3k
Capital Funds	No
Impact on IM-IT Team	CIO only
Recurring IT Costs	3k/year
Expected Delivery	May 2019

Risks

Risk	Mitigation
None currently identified	

4.2.5 Centralize all Close Caption Cameras, Alarms and Door Security**Objective**

To centralize administration of all Close caption cameras, alarms and Door (FOB) access.

Details

Project Lead	Jean-Luc Jubonville
Cost	12k
Capital Funds	No
Impact on IM-IT Team	Luc Beauchamp
Recurring IT Costs	None
Expected Delivery	May 2019

Risks

Risk	Mitigation
None currently identified	

4.3 Finance

4.3.1 Activation of online payments (Paymentus)

Objective

- To implement the capacity for citizens to pay for the following services online
 - Water & Waste
 - Municipal Taxes
 - Daycare Costs
 - Business Licences

Details

Project Lead	Fred Desnoyers
Cost	None
Capital Funds	N/A
Impact on IM-IT Team	None
Recurring IT Costs	None
Expected Delivery	May 2019

Risks

Risk	Mitigation
Vadim does not have a mature integrations platform which could make integrating services with difficult	Continue to push Vadim vendor for solid integrations as well as look at alternative solutions.

4.3.2 iCity Online

Objective

To implement an online Portal for our citizens to manage/view certain services. Although iCity Online offers a very wide selection of services, the current implementation is to give citizens access to the following:

- Water and Waste
- Municipal Taxes

This project requires the segregation of part of our network to make it accessible to the outside (Commonly referred to as a DMZ).

Details

Project Lead	Fred Desnoyers
Cost	13k + Infrastructure Upgrade Costs
Capital Funds	No
Impact on IM-IT Team	Entire IM-IT Team
Recurring IT Costs	3k/year
Expected Delivery	December 2019

Risks

Risk	Mitigation
We currently do not have the skill set required to build a DMZ	We will obtain the skills via the new resource or additional consulting

4.4 Infrastructure and Planning

4.4.1 Engineering Technology Review

Objective

To perform a full analysis of needs, processes and current tools for the I&P Group to produce a road map for the next few years that will spawn various IM-IT projects

Details

Project Lead	Phillipe Cormier
Cost	50k
Capital Funds	Yes
Impact on IM-IT Team	CIO Only
Recurring IT Costs	None
Expected Delivery	September 2019

Risks

Risk	Mitigation
Resources may not be available to work on this project due to conflicting priorities	Regular meeting and priority reviews

4.5 Human Resources

4.5.1 HR Management System Implementation

Objective

To implement an HR Information System to manage various aspects of HR such as:

- Recruitment
- Onboarding/Offboarding
- Time & Attendance
- Compliancy

The initial implementation would include one or more modules from the list above. The deliverables will get identified as the project kicks off.

Details

Project Lead	Gerry Lalonde
Cost	15k Not currently funded
Capital Funds	No
Impact on IM-IT Team	CIO Only
Recurring IT Costs	TBD
Expected Delivery	December 2019

Risks

Risk	Mitigation
Currently unfunded	Work with the team to ascertain priorities and look for potential funding

4.6 Protective Services

4.6.1 New Fire Services Management Platform

Objective

To implement a new platform to manage all of aspects of the fire department as the old FirePro is archaic and expensive to upgrade.

Details

Project Lead	Brian Wilson
Cost	18K
Capital Funds	Yes
Impact on IM-IT Team	CIO Only
Recurring IT Costs	2k/year
Expected Delivery	December 2019

Risks

Risk	Mitigation
Difficult to have multiple quotes which could make it difficult to meet the procurement policy	Work with the Protective Services team to follow up on RFI candidates and document findings

4.6.2 New Platform for Bylaw

Objective

To implement a new platform to manage all of aspects of Bylaw section as the current Worktech platform does not meet that need.

NOTE: Some of the requirements gathering will be done as part of the Engineering Technology Review.

Details

Project Lead	Brian Wilson
Cost	10K
Capital Funds	Yes
Impact on IM-IT Team	CIO Only
Recurring IT Costs	TBD
Expected Delivery	December 2019

Risks

Risk	Mitigation
Difficult to have multiple quotes which could make it difficult to meet the procurement policy	Work with the Protective Services team to follow up on RFI candidates and document findings

5. IM-IT Centric Projects

The following projects are not driven by business needs but rather the need to stay up to date on good practices, standards and important trends.

5.1 Rockland Server Room Sprinkler System

Objective

The Rockland Server is our primary domain and currently has no fire suppression. Although many of our data is replicated in Clarence, it may be very difficult to recover if the entire server room is lost.

Details

Project Lead	Luc Beauchamp
Cost	25K From 2018
Capital Funds	Yes
Recurring IT Costs	None
Expected Delivery	April 2019

Risks

Risk	Mitigation
None Identified	

5.2 Clarence Server Room Sprinkler System

Objective

To add fire suppression (sprinklers) to the Clarence Server room which is our redundancy site where our data is replicated.

Details

Project Lead	Luc Beauchamp
Cost	25K
Capital Funds	Yes
Recurring IT Costs	None
Expected Delivery	TBD

Risks

Risk	Mitigation
None Identified	

5.3 Addition of Disk Storage**Objective**

To add capacity to our current storage as part of normal growth

Details

Project Lead	Luc Beauchamp
Cost	25K
Capital Funds	Yes
Recurring IT Costs	None
Expected Delivery	July 2019

Risks

Risk	Mitigation
We do not have the in house expertise and capacity to perform the work	We will work with our consulting partners to evaluate and cost out the work

5.4 A/C for Clarence Server Room

Objective

To increase the cool air capacity of the Clarence Server Room

Details

Project Lead	Luc Beauchamp
Cost	10K
Capital Funds	Yes
Recurring IT Costs	None
Expected Delivery	June 2019

Risks

Risk	Mitigation
None Identified	

5.5 VPN/Remote Connectivity Improvements

Objective

To find solutions to improve Remote connectivity that address issues such as:

- Connectivity for Bylaw staff on the road
- Printing during City Council
- Remote Access to Vadim

Details

Project Lead	Luc Beauchamp
---------------------	---------------

Cost	12k
Capital Funds	Yes
Recurring IT Costs	TBD
Expected Delivery	May 2019

Risks

Risk	Mitigation
The team currently has limited capacity	Work with HR to fill resource gaps

5.6 Exchange Server 2016 upgrade

Objective

Our email server is approaching end of support. We need to upgrade to the latest version to ensure supportability and resiliency.

Details

Project Lead	Luc Beauchamp
Cost	TBD (consulting fees)
Capital Funds	No
Recurring IT Costs	TBD
Expected Delivery	June 2016

Risks

Risk	Mitigation
We do not have the in house expertise and capacity to perform the work	We will work with our consulting partners to evaluate and cost out the work

5.7 IT Incident/Service/Problem Management Improvements

Objective

To perform a cleanup and evaluation of current categories, processes and Metrics to ensure we are maximizing our services

Details

Project Lead	Luc Beauchamp/Mike Cousineau
Cost	None
Capital Funds	No
Recurring IT Costs	None
Expected Delivery	Various deliverables up to December 2019

Risks

Risk	Mitigation
The team currently has limited capacity	Work with HR to fill resource gaps

5.8 Inventory of All IT Equipment

Objective

To perform a full inventory of all IT assets as well as policies, processes and procedures to keep it up to date

Details

Project Lead	Luc Beauchamp/Mike Cousineau
Cost	TBD (resources)
Capital Funds	No
Recurring IT Costs	None
Expected Delivery	August 2019

Risks

Risk	Mitigation
The team currently has limited capacity	Work with HR to fill resource gaps

2019 Projects

High level view of projects and their associated timelines.

Business Unit	No.	Project/Initiative	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
City Clerk	4.1.1	EDRMS/Intranet (Sharepoint)				X	X	X	X	X				
	4.1.2	Intranet Roadmap								X	X			
Community Services	4.2.1	Clarence-Rockland On-Line Program Launch				X	X							
	4.2.2	Daycare Platform	X	X	X	X	X	X						
	4.2.3	New Web Site Requirements Gathering						X	X	X				
	4.2.4	Online Booking of Assets	X	X	X	X	X	X						
	4.2.5	Centralize FOB/Alarm/Door Systems				X	X							
Finance	4.3.1	Paymentus launch	X	X	X	X	X							
	4.3.2	iCityOnline					X	X	X	X	X	X	X	X
Infrastructure & Planning	4.4.1	Engineering Technology Review				X	X	X	X	X	X			
Human Resources	4.5.1	HR Management System Implementation								X	X	X	X	X
Protective Services	4.6.1	New Fire Services Management Platform				X	X	X	X	X	X	X	X	X
	4.6.2	New platform for Bylaw				X	X	X	X	X	X	X	X	X
Information Mgt & Tech	5.1	Rockland Server Room Sprinkler System		X	X	X								
	5.2	Clarence Server Room Sprinkler System				X								
	5.3	Addition of Disk Storage					X	X	X					
	5.4	A/C for Clarence Server Room					X	X	X					
	5.5	VPN/Remote Connectivity Improvements			X	X	X							
	5.6	Exchange Server 2016 Upgrade					X	X						
	5.7	IT incident/Service/Problem mgt Improvements		X	X	X	X	X	X	X	X	X	X	X
	5.8	Inventory of All IT Equipment					X	X	X	X				

2019 Projects

High level view of projects and their associated timelines (Gantt Chart).

Business Unit	No.	Project/Initiative	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
City Clerk	4.1.1	EDRMS/Intranet (Sharepoint)				X	X	X	X	X				
	4.1.2	Intranet Roadmap								X	X			
Community Services	4.2.1	Clarence-Rockland On-Line Program Launch				X	X							
	4.2.2	Daycare Platform	X	X	X	X	X	X						
	4.2.3	New Web Site Requirements Gathering						X	X	X				
	4.2.4	Online Booking of Assets	X	X	X	X	X	X						
	4.2.5	Centralize FOB/Alarm/Door Systems				X	X							
Finance	4.3.1	Paymentus launch	X	X	X	X	X							
	4.3.2	iCity Online					X	X	X	X	X	X	X	X
Infrastructure & Planning	4.4.1	Engineering Technology Review				X	X	X	X	X	X			
Human Resources	4.5.1	HR Management System Implementation								X	X	X	X	X
Protective Services	4.6.1	New Fire Services Management Platform				X	X	X	X	X	X	X	X	X
	4.6.2	New platform for Bylaw				X	X	X	X	X	X	X	X	X
Information Mgt & Tech	5.1	Rockland Server Room Sprinkler System		X	X	X								
	5.2	Clarence Server Room Sprinkler System				X								
	5.3	Addition of Disk Storage					X	X	X					
	5.4	A/C for Clarence Server Room					X	X	X					
	5.5	VPN/Remote Connectivity Improvements			X	X	X							
	5.6	Exchange Server 2016 Upgrade					X	X						
	5.7	IT incident/Service/Problem mgt Improvements		X	X	X	X	X	X	X	X	X	X	X
	5.8	Inventory of All IT Equipment					X	X	X	X				



REPORT N° IMIT-2019-002 Smart City Initiative

Date	01/04/2019
Submitted by	Michel Cousineau
Subject	Smart City Initiative
File N°	Click here to enter text.

1) **NATURE/GOAL :**

To obtain approval from Council to start negotiations with Smart City Capital to make Clarence-Rockland Canada's first 10Gig City.

2) **DIRECTIVE/PREVIOUS POLICY :**

In February 2018, Council expressed some interest in pursuing potential Smart City initiatives.

3) **DEPARTMENT'S RECOMMENDATION :**

The Committee of the Whole recommends That City Council approve the start of negotiations with Smart City Capital (SSC) for a potential partnership to make Clarence-Rockland Canada's first 10Gig City, which would make high speed internet accessible to all residents and businesses of Clarence-Rockland.

Le comité plénier recommande que le Conseil approuve l'ouverture des négociations avec Smart City Capital (SSC) en vue d'un partenariat éventuel visant à faire de Clarence-Rockland, la première ville de 10 Go au Canada. Ceci rendrait l'Internet haute vitesse accessible à tous les résidents et entreprises de Clarence-Rockland.

4) **BACKGROUND :**

In May 2018, the City of Clarence-Rockland submitted a proposal to the Federal Government Smart City Challenge but was unsuccessful in its bid. Although our submission was not successful, it did attract the attention of **Jacobs Engineering**, a firm that delivers solutions for making the world a sustainable and connected one. The City had done previous business with Jacobs through **CH2M** which they purchased in 2017.

Jacobs formed a Consortium with **Smart City Capital** and **Nokia** to encourage Smart City initiatives and proposed to them that the City of Clarence-Rockland was perfectly poised to be Canada's first 10Gig Smart City.

They have provided the City with a Market Driven Strategy to achieve that goal.

5) **DISCUSSION :**

These three companies want Clarence-Rockland to embrace 10Gig. They are proposing a 3 phased approach with phase 1 making High-Speed Internet available to all citizens and businesses of Clarence-Rockland within one year. Various options such as WiFi access in the streets would be presented after negotiations of monetization options for the project are underway.

What 10Gig will bring to Clarence-Rockland is an attractive potential for economic development. Being the first 10Gig Smart City would give Clarence-Rockland exposure nationally.

6) **CONSULTATION:**

None

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

None

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

Although the proposal promises a zero capital investment for the City, a proper due diligence through negotiations is required to ensure that it is the case.

9) **LEGAL IMPLICATIONS :**

These negotiations will require help from the our legal resources before any agreement can be made.

10) **RISK MANAGEMENT :**

Any Due-diligence will include a thorough review of all risks

11) **STRATEGIC IMPLICATIONS :**

A successful partnership would not only support the City's strategic plans, it could potentially help shape it as it would present multiple options for Economic Development such as access to High Speed Internet for all businesses regardless of location.

12) **SUPPORTING DOCUMENTS:**

Proposal for Market Driven Strategy for Canada's first 10 Gig Smart City



Proposal for

Market Driven Strategy for Canada's First 10 Gig Smart City

March 2019



Submitted to **City of Clarence-Rockland**

Submitted by



in association with

JACOBS NOKIA



March 26, 2019

Helen Collier, Chief Administrative Officer
Corporation of the City of Clarence-Rockland
1560 Laurier Street
Rockland, Ontario K4K 1P7

Subject: City of Clarence-Rockland, Market Driven Strategy for Canada's First 10 Gig Smart City

Dear Ms. Collier:

By entering the Infrastructure Canada's Smart Cities Challenge in April 2018, the City of Clarence-Rockland has demonstrated its intent and commitment to becoming a Smart City. Congratulations are for this type of innovative thinking! Furthermore, it is admirable that Clarence-Rockland is working toward a complete active transportation network which will enable pedestrian and biking access to key community destinations; thereby accelerating progress toward becoming a connected, healthy city.

CH2M HILL Canada Limited has been a trusted advisor for the past 18 years on municipal engineering assignments such as phases 1 and 2 of the Regional Water Supply project, the Sanitary Sewer Master Plan, various sewer replacements, and the Rockland Pumping Station standby power project. On December 18, 2017 Jacobs announced that they completed the acquisition of CH2M, creating a \$15 Billion professional services global leader focused on delivering innovative solutions for a more connected, sustainable world. Now that CH2M is part of Jacobs, we have something special to offer you. Our consortium (Smart City Capital, Nokia, and Jacobs) is excited to present to the City of Clarence-Rockland a Market Driven Strategy to become Canada's First 10 Gig Smart City. As a valued long-term Jacobs client, we are making this offer to you first within Canada.

You may be aware of what a Smart City is – but you might be wondering: What is a 10 Gig Smart City?

"Today, we are celebrating a new Jacobs, a company like no other. Combined, we bring unequalled talent and innovation to deliver more for our clients and the world."

**Steve Demetriou,
Jacobs Chairman and
CEO, December 2017**

What is the 10 Gig offering all about?

Our unique market offering will establish infrastructure capable of delivering internet access speeds up to 10 Gbps (ultra-high speed internet connection) to all residents, businesses, and municipal entities. This infrastructure will provide an opportunity for new internet service providers to compete within Clarence-Rockland to deliver new and innovative services to the community (see Appendix B for technology solutions from by Nokia for Clarence-Rockland). Per your [Smart Cities Challenge Application](#) to Infrastructure Canada it is obvious that Clarence-Rockland has the desire to become a more connected community which is an important step to becoming a Smart City. The following Nokia [case study video](#), of the City of Chattanooga, TN, best describes the positive economic impacts that we believe can be realized by Clarence-Rockland by implementing our offering.



Scan the QR code above to view the Chattanooga, TN case study video...

What is the Smart City offering about?

Smart City solutions are shaping cities and changing lives faster than any other social, cultural, or market force today. Cities of every size and in every corner of the world are looking to leverage Smart City Solutions to manage resources efficiently, be responsive to the needs of all citizens, and be more fiscally progressive. As an example of why it is important to be striving to be fiscally progressive your [2018 Budget Summary](#) shows that your transit network costs of \$447,000 exceed the associated revenues while serving limited ridership. For example - why not use a Smart Cities platform to operate your transit (Bus) network with an on-demand smart methodology? Overall, we believe that a Smart City platform can be leveraged by Clarence-Rockland to optimize operating costs and even generate new revenue streams to strive to achieve a near cost neutral, fiscally progressive, service to its residents.

As a key market differentiator, we strongly believe that our consortium's partnership with the City of Clarence-Rockland will be able to generate new smart revenue streams and create smart cost savings for your municipal operating budgets – see attached proposal, Section 4.1, for examples that are for further discussion.

Please note that this Market Driven Strategy proposal is being presented for discussion and collaboration and when you are ready to discuss it further, please contact us: Michael.Bidwell@jacobs.com or via phone at 416.499.9000.

Yours sincerely

CH2M HILL Canada Limited



Michael Bidwell, P.Eng.
Regional Smart Cities Director



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Appendices

- A Jacobs: Smart and Connected Places
- B The Nokia Solution: Clarence-Rockland, 10G/Wi-Fi Technical Presentation





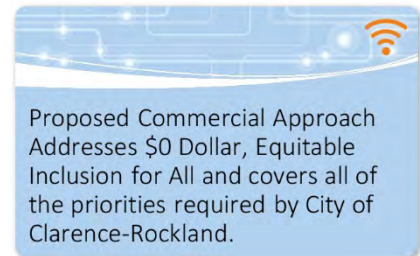
1 Executive Summary

The Smart City Capital (SCC) comprehensive financial and commercialization proposal will support all required initiatives using a phased approach. It will be fully integrated into overall program management so that the final product is a true Build, Operate, Finance/Monetize and Transfer (BOF/MT) facility. The overarching goal is to provide a structure that is self-sustaining and self-funding, requires no capital outlay from the City of Clarence-Rockland (the City), and covers both the served and underserved so that the digital divide is reduced or eliminated.

The model relies on a public-private partnership (P3) structure with the City that will be transparent and provide a compelling and responsive financial platform. We will also develop the right portfolio mix, yield attainment, and downside protection to achieve maximum success for the City.

As described in the financial experience and capabilities section, the SCC consortium is an industry leader in terms of Smart City outcome-based funding models, creating an ecosystem of top tier institutions and investors with billions of dollars in capacity, and several billions of prior funding and assets under management.

Our team's comprehensive solution covers the planning and development of a smart city strategy plan aligned to the City's strategic objectives. SCC's model will achieve zero dollar capital requirements and drive the highest value and efficiencies for the City using our portfolio bundle approach (with recommended phases).



This three-phase proposal addresses the foundational bundle of services necessary to underpin infrastructure and baseline quick-win Smart City initiatives that align with the City's known objectives (both needs and wants). Phase 1 focuses on getting the Clarence-Rockland Smart City enabled and onboarding the first bundle of Smart City elements. This phase includes establishing a neutral host carrier environment that allows residents, municipal entities, and businesses to access internet services that deliver data transfer speeds of up to 10 Gigabits per second (Gbps). An anchor tenant internet service provider (ISP) will be engaged to launch services in Phase 1; Phase 2 will interconnect the outlying hamlets with the core Clarence-Rockland network. Once connected, the network will be built out to provide the same level of service to hamlet residents, municipalities, and businesses. Phase 3 is an ongoing effort to identify additional Smart City initiatives, establish additional services bundles, determine the financial model, and execute new projects to onboard services.

SCC's bundling approach allows cities to embark on material Smart City and infrastructure projects in a manner that not only supports overall project requirements but maximizes revenue generation. Using this new concept and asset class creation, our team's approach will allow projects to be launched and completed sooner in a truly inclusive manner.

2 Introduction

Smart City Capital Advisory, LLC (SCCA)(with its investor consortium ecosystem) in collaboration with partners Jacobs Engineering and Nokia, is proposing a truly cost-neutral, self-funding approach by combining energy and cost savings with net new revenue creation (from Smart City big data analytics) in order to generate revenue that covers the project and beyond. Self-funding can be achieved through various financing and business model options that offer a wide-ranging portfolio of financial solutions to the City. The SSC team will work with the City to determine the values for each Smart City initiative and potential associated revenues (or cost savings) in order to provide a customized financial vehicle.





3 The Consortium

3.1 Smart City Capital

On April 17, 2018, Nokia and Smart City Capital, LLC launched a joint program to help Canadian cities fund and reduce the risks associated with smart city initiatives. With available project funding from Smart City Capital exceeding \$2 billion CAD, this program complements the Smart Cities Challenge program launched by Infrastructure Canada earlier this year. Source - <https://www.nokia.com/about-us/news/releases/2018/04/17/nokia-and-smart-city-capital-join-forces-to-foster-smart-city-projects-in-canada/>

Smart City Capital provides vendor agnostic outcome based IOT & smart city solutions. The two most significant barriers to Smart City/IOT adoption is “know how” and matched / monetized funding that can enable both short-term and long-term outcome-based models, reducing the risk and funding requirement up to 100%. Smart City Capital has developed a disruptive Outcome Based Model / Solutions, which is manufacture agnostic, availing the respective City or Service Provider of all available options, without the typical limitations when linked to one specific OEM. The Smart City Capital Eco-system is also delivering industry leading “know-how” via its highly experienced, partner eco-system (including Jacobs and Nokia).

The importance of becoming a smart city is now clearly appreciated by cities of all sizes around the globe. The common reality faced by all cities, even those with multi-billion dollar annual budgets is that Smart City Projects Require Smart City Capital, budget creating, solutions. For smaller cities, the budget challenge is even greater. Know-how is the second most significant challenge as traditional infrastructure project is no longer enough when considering that Smart City Projects will require in many cases for the solutions that deliver a blended outcome inclusive of both the technical and revenue generating / budget creating components. The learning curve can be significant.

SCC's portfolio of available financing options includes project financing/leasing; third party Financial Institution (FI); Energy Savings Structures (ESS); and Energy Savings Company – Energy Performance Contracts (ESCO-EPC). In addition, financial or funding options that can be combined with recommended value-added assets (for example, sensors, cameras, Wi-Fi access points, applications) will facilitate comprehensive monetization, net new revenue creation, and revenue sharing opportunities for the City. These can be combined with Environmental Monitoring and Energy Efficiency (EE) options, resulting in an outcome-based financial structure that could cover a substantial portion of the City's obligations.

The last scenario of combining financial solutions would use the ESCO model to cover smart light pole and luminaire control costs. SCC's variable- and outcome-based investor led model could fund all value-added assets (for example, sensors, cameras, controls, access points), as well as material portions of payment responsibility (that would otherwise be the City's responsibility). In short, SCC's effective and end-to-end financial solution could potentially reduce the overall risk and funding required by the City, depending on the final solution, assets, and actual data (pre-determined in cooperation with the City).

SCC develops tailored solutions for each city package, leveraging a portfolio or bundling approach that aligns monetizable use cases (for example, big data, savings share) with non-monetizable use cases (for example, safety and security, command centres), so that the City's overall objectives can be met as the monetizable component covers both the monetizable/non-monetizable portions in a single project. Once all required project or concession information, terms, and conditions have been defined, we can provide the Smart City solutions and financing and funding options.



3.2 Nokia

NOKIA creates the technology that connects the world. Founded in 1865, NOKIA is a multinational Information & Communication Technology company with a global workforce of over 100,000 employees. Powered by the research and innovation of NOKIA Bell Labs, NOKIA is driving innovation and the future of technology to power the digital age and transform how people live, work and communicate. NOKIA is a strategic global partner with a true end-to-end industry leading portfolio spanning Mobile Networks, Fixed Networks, IP/Optical Networks, Software, and Global Services. Leveraging this position, NOKIA powers Communication Services Providers, Transportation, Energy, and Public Sector networks including Smart City networks.

3.3 Jacobs

Partner Jacobs brings to the team 100 years of leadership in urban infrastructure planning, design, construction, and operations management for all core city systems—water, wastewater, transportation, energy, waste management, environment, information technology, industry, and security. An award-winning systems integrator, the firm offers the City expertise in linking citywide assets using real-time data collection, analytics, and visualization (including geospatial analytics), telecommunications services, cloud technologies, and automation. This experience results in a holistic view of a Smart City's needs and challenges and allows us to build best practice solutions into each project phase, as well as long-term asset management and citywide operations.

For more details about Jacobs please see **Appendix A – Jacobs, Smart and Connected Places.**

4 Foundational Smart City Initiatives

4.1 Smart Revenue Generation and Smart Cost Savings

In addition to establishing a neutral host carrier environment that allows access to internet services that deliver data transfer speeds of up to 10 Gbps, our consortium's partnership with the City of Clarence-Rockland will be able to generate new smart revenue streams and create smart cost savings to your municipal operating budget. Some of the examples include:

Smart Revenue Generation

1. Neutral Host Carrier – in near future the cost for internet service will increase due to more Video Applications, Virtual Reality and Conference Calls, Augmented Reality. With the increased populations, there is more revenue to provide bundled services.
 - a. Currently established internet service providers (ISP) in Canada have historically underserved large populations within Canada. For example, the 2019 Federal Budget, the demonstrates the Federal Governments commitment to set a national target, in which 95 per cent of Canadian homes and businesses will have access to internet speeds of at least 50/10 Mbps by 2026 and 100 per cent by 2030, no matter where they are in Canada. This is in keeping with the broadband internet speed objective set by the Canadian Radio-television and Telecommunications Commission (CRTC) for Canadian households and businesses across Canada. As such, our neutral host carrier environment solution will unlock the current roadblocks that Clarence-Rockland has experienced with the current ISPs and bring new ISP options for residents.
2. Smart Transit - Real-time tracking and in-bus services improve travel experience, which helps increase ridership and revenue
 - a. Your 2019 Budget shows that your 2018 actual transit network costs exceed the associated revenues by \$328,268 or almost 900% (\$371,875 costs - \$43,607 revenues) while likely serving limited ridership. As one example of what our consortium's solution





could yield – why not operate your transit (Bus) network with on-demand smart methodology? This would allow your expenses to much closer to the actual revenues and provide improved service that would likely increase the ridership.

3. Smart City Wi-Fi - Based on travel avoidance, time saved by people, increased people engagement, increased economic growth (Starbucks Model).
4. Smart Citizen Services - Provides convenient access through smartphones to City and Council information and services, reduces cost to serve citizens, improves citizen engagement, simplifies interaction with government, helps in information-driven decisions
5. Underground infrastructure mapping services using IoT and then providing this as service to developers and construction firms. Firms would pay monthly fees to access data as they will get quicker permits due to availability of data thus reducing wait time to begin construction.
6. Recovering costs from parking using parking cameras and sensors, since parking enforcement officers cannot be at all parking spaces at all time to issue tickets when necessary. Using consumption-based parking rates thus increasing revenue.
7. Using real time mobility solutions to collect and analyze data and monetize this data with Insurance providers and also will help in Vision Zero (i.e. Zero Accidents and Zero Fatalities). This results in less costs to levels of government.
8. Advertising revenue from Kiosks.
9. Revenue from advertising in Buses by providing Broadband services.

Smart Cost Savings:

10. Energy savings from LED conversion to street lighting
11. Real Time asset management thus reduce operating cost of infrastructure as you are operating the system using an approach of predictive operations and maintenance for Water, Wastewater, Energy, Transportation, Buildings etc.
12. Smart waste management, reducing fleet and fuel costs
13. Smart winter maintenance management, reducing fleet and fuel costs

4.2 Proposed Solution and Execution

The following table outlines our phased approach at a high level. Our program management approach covers both strategy and planning and project execution, with each component taking a different form in various phases.

Exhibit 1: Smart City Initiatives

	Phase 1	Phase 2	Phase 3
Strategy and Planning	<ul style="list-style-type: none"> Initial stand-up of program management office (PMO) and overall Smart City strategy development Rapid scale-up, including defining an integrated roadmap, project specifications, and financing Focus on initial quick wins and outlined long term initiatives 	<ul style="list-style-type: none"> Ongoing PMO functions, including periodic strategy refresh Project-specific management Additional road mapping and project specification Focus on Phase 2 initiative execution 	<ul style="list-style-type: none"> Smart City assessment and advisory to determine potential additional projects Establish new potential projects Create proposals for additional initiatives Project planning
Project Execution	<ul style="list-style-type: none"> Quick Wins Projects 	<ul style="list-style-type: none"> Launch Phase 2 project execution (approximately 	<ul style="list-style-type: none"> Ongoing operations and maintenance (O&M)





<ul style="list-style-type: none"> ○ Network backbone coverage for Clarence-Rockland ○ Facility buildout of core hub sites (2) in municipal buildings ○ Establish neutral host carrier environment on network and establish anchor tenant ○ High-speed internet for strategic business and municipal entities ○ Wi-Fi deployment in key strategic municipal areas ○ CityIQ Nodes deployment begins ● Commencement of initial phase, (approximately half) of the overall project initiatives as outlined or agreed to in the Strategy Development Plan, developed with the City 	<ul style="list-style-type: none"> ○ Network backbone coverage for remaining hamlet areas ○ Facility buildout of secondary hub site in a municipal building ○ High-speed internet for residential homes ○ Expanded Wi-fi Deployment ○ CityIQ Nodes deployment continues ● Establish O&M for network and Smart City elements 	<ul style="list-style-type: none"> ● Onboarding of additional projects
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For full technical details of the proposed solution and the underpinning technology that will drive this Smart City initiative see **Appendix B – The Nokia Solution: Clarence-Rockland, 10G/Wi-Fi Technical Presentation.**

4.2.1 Phase I – Implementation

4.2.1.1 Sub-Phase 1a - Strategy and Execution Plan Development

Estimated Time Required: 5 months

Key Actions in this sub-phase:

- Stand up the PMO function
- Project financial modelling
- Develop agreed to Smart City/data policy
- Privacy assessment
- Develop overall strategic Smart City Plan for:
 - Overall network design and facility design for primary hub sites (2) in municipal building
 - Establish neutral host carrier environment on network and establish anchor tenant
 - Facility design for secondary hub site in municipal building
 - Planning to service strategic business and municipal entities with high-speed internet in conjunction with core network build
 - Planning for overall Wi-Fi deployment
 - Planning for overall CityIQ Nodes deployment
- Develop detailed project plans to execute Phase 1 initiatives
- Engagement with all key departments
- Establish governance and overall operational model
- Citizen/media communication and/or education plan





4.2.1.2 Sub-Phase 1b – Plan Execution

Estimated Time Required: 10 months

Key Actions in this sub-phase:

- Continued overall network design
- Core network buildout for Clarence-Rockland
- Service build to strategic business and municipal entities for high-speed internet
- Facility buildout of primary hub sites (2) in municipal building
- Wi-Fi deployment for Clarence-Rockland
- CityIQ Nodes deployments for Clarence-Rockland
- Establishing O&M

4.2.1.3 Phase I Financials

Solution value*: To be determined based on agreed to use cases.

Funding sources: SCC; energy efficiency shared savings, Wi-Fi access, data monetization (details of each will be provided upon successful down select presentation)

Capital Outlay for City of Clarence-Rockland: \$0

City of Clarence-Rockland Phase I Revenue Creation:** Actual will be based on final structure, terms, conditions and agreed to use cases.

** Excluding P3, travel, risk adjusted funding, etc. and other related expenses, all be covered by the SCC model.*

*** Beyond project cost and over the 20-year life of the concession.*

4.2.2 Phase II – Implementation

4.2.2.1 Plan Execution

Estimated Time Required: 12 months

Key Actions in this Phase:

- Core network buildout for remaining hamlets
- Facility buildout of secondary hub site in municipal building
- Service build to strategic business and municipal entities for high-speed internet
- Wi-Fi deployment for remaining hamlets
- CityIQ Nodes deployments for remaining hamlet

4.2.2.2 Phase II Financials

Solution value*: To be determined based on agreed to use cases.

Funding sources: SCC; energy efficiency shared savings, Wi-Fi access, data monetization (details of each will be provided upon successful down select presentation)

Capital Outlay for City of Clarence-Rockland: \$0

City of Clarence-Rockland Phase II Revenue Creation:** Actual will be based on final structure, terms, conditions and agreed to use cases.

** Excluding P3, travel, risk adjusted funding, etc. and other related expenses, all be covered by the SCC model.*

*** Beyond project cost and over the 20-year life of the concession.*



4.2.3 Phase III – Ongoing Operations and Smart City Expansion

4.2.3.1 Ongoing Discovery, Planning and Execution

Time: 18 years (Month 25 through Year 20, total term)

Key Actions in this Phase:

- Ongoing operational support, maintenance and technology refresh expenses (through end of 20-year concession)
- Discovery and assessment of additional Smart City services using SCC's advisory services as outlined in Section 5
- Costing and evaluation of additional Smart City services under the same financial model
- Creation of project proposal to add additional vetted services
- Execution of approved projects
- Continued search for operating efficiency savings and new revenue realization

4.2.3.2 Phase III Financials

Additional Solution value*: To be determined based on agreed to additional use cases on a case-by-case basis.

Funding source: SCC; Energy Efficiency Shared Savings, Wi-Fi access, advertising shared revenue, data monetization (details of each will be provided upon City approval)

Capital Outlay for City of Clarence-Rockland: Expected to be \$0 but depending on how strategic the opportunity is to the municipality and what the potential revenue model some costs may need to be covered by the City.

City of Clarence-Rockland Phase III Revenue Creation:** Actual will be based on final structure, terms, conditions and agreed to use cases.

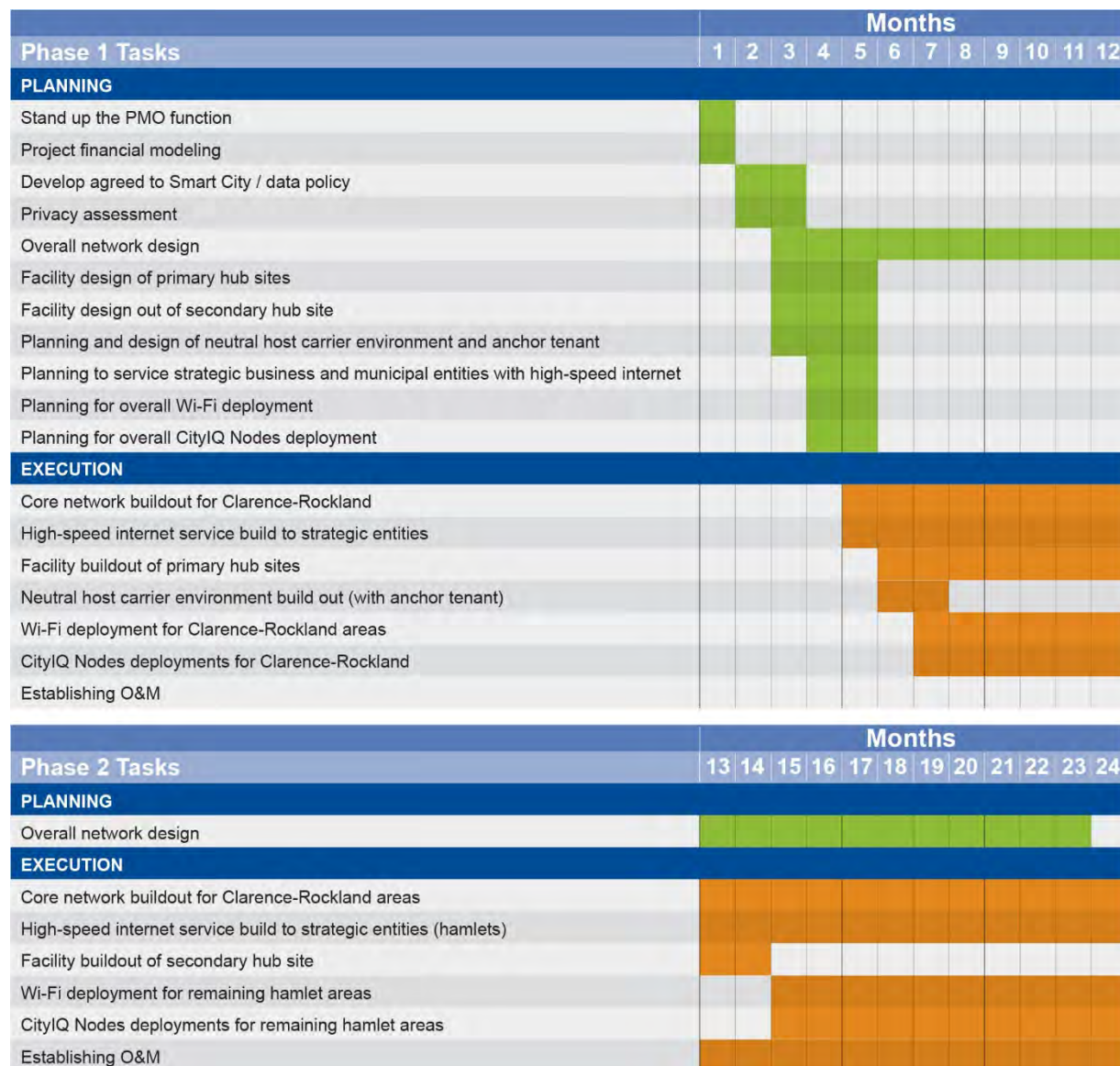
** Excluding P3, travel, risk adjusted funding, etc. and other related expenses, all be covered by the SCC model.*

*** Beyond project cost and over the 20-year life of the concession.*



4.2.4 Overall Proposed Schedule

Though many project aspects can vary between inception and actual execution (especially when coordinating multiple entities), the proposed schedule provides a framework for understanding the actions, dependencies, and durations needed to successfully complete the project. It is expected that a more detailed and mutually agreed upon schedule will be established within the first few weeks.



Phase 3 will be an ongoing cycle over the course of the remaining duration of the overall engagement, specifically running from month 25 to the end of the 20-year term.

4.2.5 Summary of Illustrative Value Creation

Given our team's industry-leading experience and distinctive Smart City BOF/MT model, there is the potential for multi-million dollar value creation for the City over the 20-year life of the concession. The actual value is subject to final terms, conditions, and agreed to use-case, beyond proving backbone network for high-speed Internet access and Smart City/IOT data and smart lighting.



It is important to note that our portfolio approach not only realizes the highest potential value proposition for the City from a fiscal perspective (by leveraging big data monetization and realized savings share) but supports all citizens by reducing or eliminating the digital divide. In the past this was not possible, but this team has the knowledge and experience to effectively execute these Smart City solutions. The data collected by the City will help monitor community engagement, develop urbanism strategies, and link real-time information to emergency vehicles. Geospatial data analysis will help the City to identify network connectivity weaknesses and plan non-motorized routes for a more active and healthier city.

4.3 Proposed Financial Model Overview

4.3.1 Revenue Sharing Goal

With respect to estimated revenue sharing, the SCC model provides typical revenue sharing levels, in the following step-up fashion:

- Year 1-5: 2-3% (depends on initial/actual capital expenditure [CAPEX] required)
- Year 5-10: 4-6% (doubles from initial 5-year term)
- Year 11-15: 6-8%
- Year 16-20: 8-10%
- Every 5-year extension (beyond year 20): Increase of 2-3% with every 5-year extension period

High Level Condition Precedent Summary:

Given the material capital investment and risk required to fully deploy all proposed Smart City initiatives/use cases, the base level concession features should include, but are not limited to:

- Contracted and awarded initiatives or area to include all areas of the City and Smart City use cases
- No competing or similar concessions in same right of way (ROW)/assets (for example, smart lights, poles, corridors, building, ROW)
- City to own data; however, winning proposer receives intelligent big data use priority, with carve outs for City use
- Establishing a savings share program with the City, supporting maintenance expense reduction (for example, fleet, spaces) and SCC sharing with the City on savings as part of the overall model.

Financial Model Governance

- Provides the City with a seat at the P3 table without triggering financial or performance responsibility
- Ensures that key City objectives are achieved, and that there is no inappropriate content or violation of any applicable data privacy or regulation overall
- Monthly Status Report: SCC to report all agreed to key performance indicators (KPIs) to the City, based on a reporting template to be jointly developed with the City.

Key Takeaway:

The anticipated value creation and respective revenue sharing with the City will be based on a materially higher baseline revenue base and maximizing budget creation for the City over the project/concession life. This permits the successful de-risking of the project in its entirety for the City, while also generating budget creation (over and above the project CAPEX and operational expenditure [OPEX] coverage) using the step-up revenue/savings share levels previously illustrated.

- The initial audit is critical as it will serve as the basis for the long-term monitoring and verification (M&V) of project savings. Given the importance of the M&V process to the overall success of any ESCO-EPC project, our team has the necessary experience to provide the highest level of accuracy, management, and collaboration, which should avoid typical errors and omissions or inaccuracy.





- Specific audit results, values, and terms and conditions will be finalized during the subsequent rounds of the due diligence process.
- Rapid and agile engagement, execution, and deployment will be achieved as a result of the team's experience; from a capital structure perspective, approval times will be accelerated (compared to the industry standard) and overall agility maximized.

Revenue Creation/Monetization:

- SCC, in collaboration with the overall team, will recommend value-added assets (for example, sensors, cameras, controls, Wi-Fi access points, small-cells) including the type, number, and location of assets which have the greatest potential to maximize revenue generation. In turn, this should result in a revenue sharing relationship with the City. Value-added assets (as described above) could also potentially benefit the City and its citizens' quality of life, safety, and security by use cases such as environmental, road/path condition reporting, community engagement, and other enhancements chosen by the City.
- For value-added assets (subject to final terms and conditions), SCC would fund and provide the value-added assets, thereby maintaining a cost-neutral or zero dollar cost to the City, eliminating funds which the City would otherwise use for procuring these assets. Interactive kiosks (small structures in a public area used for providing information or displaying advertisements, often incorporating an interactive display screen or screens) may also be included as part of the smart light-emitting diode (LED) lighting option, based on City approval. Kiosks could also be covered within our bundled funding model, with additional revenue sharing being generated by the Interactive City.
- Advertising, targeted data stakeholder, and big data analytics could be used to create net new revenue to seek to recover the City's funding of various projects.
- Revenue sharing will commence upon achieving minimum yield targets, with step-up. Incremental sharing percentages could potentially be realized in the City's favour at the time of each contract extension period.
- Generated revenue from this focused LED lighting project/value-added services use case may exceed the specific use case requirements. If that is the case, the City could use the revenue sharing to support other projects/use cases such as those that may lack monetizability or are beyond the scope of this project.
- Revenue sharing levels will be based on the final awarded project, funded capital levels, risk adjusted pricing, yield targets, and final terms and conditions. Typical ranges are included in this proposal.

5 Smart City Capital Advisory Methodology

5.1 Overview

The changing nature of local consumer economies, coupled with the continuing impact of technological advancement and the increasing importance of innovation and entrepreneurship as a platform for growth, means a heightened level of national and international competition to attract financial capital, workforce talent, and business investment. Compounding this competition is the maturity and commoditization of Smart Technologies and the growing effect they are having on economic impact, revenues, and profits.

The implications of this shifting landscape (often referred to as the Fourth Industrial Revolution) are challenging the old economic development models and tactics deployed by public and private sector entities to attract and sustain business investment and growth. Where historically economic development was driven by the availability of land, buildings, and an educated workforce, today the industry must look beyond the traditional approaches to investment attraction, leveraging outcome-based business models and asset classes to facilitate their success in the new digital economy. The industry must work more effectively with post-secondary institutions to devise strategies that invest in (and develop) the necessary assets and solutions to unlock value and generate profitable revenue in this transforming economy.





Our understanding is that the City has a vision to become an early Smart City adopter and potentially Canada's first P3 Smart City initiative. To achieve this vision, the intent is to leverage best-in-class market proven technology solutions to offer experiences to people who live, work, visit, and operate across the City and broader community. We further understand the material undertaking the overall project scope represents, along with the accelerated phased time schedule, demands firms with the following expertise:

- Significant experience in Smart Cities and P3 delivery
- Strong understanding of the various emerging technologies
- Previous experience integrating turnkey solutions
- Knowledge of matched outcome-based funding models (equity, junior and senior debt including tax-free bonds, muni-leasing and customized structures).

Currently SCC and its partners are the only source that can not only provide strategic advisory and development services but can also execute the strategy with accountability and the highest level of customer satisfaction. This is a material difference from traditional consultancy firms.

The use of new innovative, outcome-based business models and cutting-edge technologies are critical to economic growth. Assessing new innovations using previously established economic development frameworks, policies, and perspectives will inhibit progress in the short term and stifle broad economic growth potential. As an industry, we must be aware that as technology evolves, evaluating and making decisions based on old frameworks will not yield growth and development. We must shift our focus and sharpen our perspectives to truly understand how best to transform the planning and decision-making process to mitigate material risk and maximize yield targets and revenue generation.

SCC and its partners understand how important it is to help clients like the City recognize opportunities to leverage smart, digital, connected, and outcome-based solutions to enhance economic growth and operations. We have assisted clients in the private and public sectors, government port authorities, and point solution provider original equipment manufacturers (OEMs) understand, evaluate, and execute on successful Smart Infrastructure and real estate development projects.

We believe that using smart, digital, and connected solutions across the City can be best understood from the user perspective. This approach helps create transparency and enhances the potential of delivering a successful project. It is important to develop a sustainable outcome business strategy that uses the latest Smart Infrastructure and understands which domains the technology will optimize. These domains include digital and personalized location based services; smart lighting and energy; smart parking and intelligent transportation; 5G communications and neutral host broadband and small cell; safety and security; and other key use cases. SCC has domain, project execution, business, and revenue model expertise in all these areas.

The City, working with SCC, Jacobs, and Nokia Inc. can delivering the City's vision of establishing Smart Infrastructure development projects as Canada's first P3 Smart City initiative. The partnership can take advantage of, and benefit from derivative assets enabled by Smart Infrastructure solutions (the valuable asset class, called the "data rights"). The principles defining this asset class are similar to those of "mineral rights"; essentially, the owner of the underlying Smart Infrastructure can realize significant additional revenue through various branches of data analysis, cost savings share, and data monetization.

Beyond the Smart City, technology components, and knowledge of (and experience with) P3, our team's differentiated value extends to other critical components including compliant automated competitive Smart City procurement; request for proposal (RFP) development and process management; minority business process management; data centre, cloud, and any technology delivered and/or integrated in an International Financial Reporting Standard (IFRS)(OPEX)-compliant solution; as well as P3 financial special purpose vehicle (SPV) operation, reporting, and compliance.

The following proposed Scope of Work (SOW) includes the capabilities and list of services SCC will deliver to the City to help establish it as one of the first truly smart cities in Canada.



5.2 Scoping New Initiatives

Deliverable 1: Build project specific Smart Solutions Performance Metrics for Business

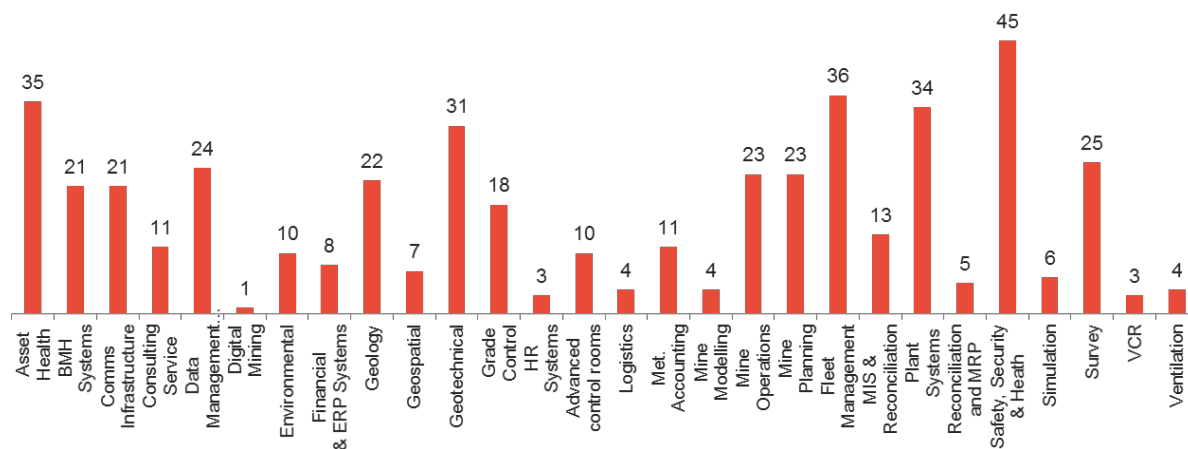
Modelling

The following elements must be understood and evaluated as part of the technology strategy to create a practical, value-added, customized solution for the City.

The convergence of external market pressures, digital technology maturity, and widespread social acceptance of technology is driving transformation in real estate development and infrastructure projects. Owners perceive digitalization as a game changing solution, creating step changes in safety, productivity, cost efficiency, and overall performance. Selecting the best blend of technologies is a challenging task; it involves a systematic approach to synthesize an organization's digitalization and technology strategy programs and projects spanning near, mid-, and long-term time horizons. Beyond program development, it is critical to identify the critical success factors for rollout. Applying a customized digitalization and technology roadmap while addressing these success factors allows the industry to move the digitalization and technology conversation from concepts to sustainable value creation.

Today, the wide range of digital technology solutions on offer make selecting the best blend of technologies a challenging task, with many vendors, service providers, and consultants all putting forward their version of the future "Smart City" or "smart digital infrastructure". In 2017, SCC conducted a scan of technology-related solutions across various industries and identified over 450 solutions from 220 vendors and service providers spanning software, instrumentation and sensors, services, and consulting (see Exhibit 2).

Exhibit 2: Technology-related Solutions for Infrastructure Across Various Vendors and Solution Categories



No municipality should be locked into technologies and solutions based on existing vendor relationships. Following the path that simply continues to focus on easy and seamless integration with the vendor's existing technologies does not guarantee true value creation. The perceived value in upgrades by following a particular vendor's upgrade path must be measured in terms of Return on Investment (ROI), Return on Time (ROT), and Total Cost of Use (TCU) versus traditional total cost of ownership (TCO). This will determine the creation of true value to the municipality.

SCC offers proven experience and value creation for our client from these logical metrics. Point solutions create pockets of value that are not integrated; SCC adopts a portfolio approach and evaluates from broader, ecosystem-based business case perspective.



Our fundamental philosophy is that, after analysis and due diligence, our investment committee and investor group do not find the project worthy of investment, our advisory clients and partners should not invest. We evaluate each project and investment decision as investors first and base our decisions upon creating project investment prospectuses. We aim to assess and unlock the following key values through implementing smart technologies using a portfolio approach. The analysis behind the metrics is proven and thorough.

Please note these are basic metrics or high level “rules of thumb” that can help determine the inevitability of a development project.

Target Performance Metrics through Smart Solutions

- 12–18% in cost reductions through application of asset management techniques, focusing on real time conditional monitoring and predictive maintenance
- 10–15% in throughput improvement by enhancing autonomous execution through automation
- 14–21% in revenue increase by applying transformative digital technologies, including internet of things (IoT) platforms and sensors; big data and advanced analytics; virtual and augmented reality; and mobile devices
- 25% in throughput improvement by integrating operations across the value chain by focusing on collaborative environments and enabling platforms including integrated operations and performance centres.

To build project-specific *Performance Metrics through Smart Solutions* the following elements must be evaluated as part of the technology strategy to create a practical, value adding and customized solution:

- *Global digitization and technology scan:* A keen understanding of how peers use digital technologies is an excellent starting point to gauge applicability of technologies. However, this limits the view. Expanding the review to adjacent industries offers a more complete picture and allows municipalities to think creatively about technology while still being grounded by practicality. Ultimately, the goal is to create benchmarks that are applicable to the municipality's specific needs.
- *Grounding in operations:* Looking inward to craft a clear operational view of challenges, opportunities, and value drivers is key to assessing the opportunity for technology and understanding which areas are not ready to accept a digital solution.
- *Synchronizing strategic and economic objectives:* Understanding that today's challenges and opportunities may not speak to tomorrow's economic intent drives the need to facilitate longer-term relevance to the developed transformation strategy.
- *Focus on value add:* Developing upfront value measurement mechanisms for objectively assessing digitalization and technology opportunities and initiatives ensures that the organization is not digitalizing for the sake of digitalizing.
- *Change upfront:* Making sure that change is part of the process effectively takes personnel along the technology journey. The intent is to complement the more technical and business focused elements with sufficient behavioural capability.



Deliverable 2: Create Digital Execution Strategy and Business Case Analysis

Solidifying the digital execution strategy into specific outputs makes the digital transformation more tangible and avoids strategies that have unclear boundaries and impractical outcomes. The strategy development benefits from upfront direction from a mission and objective statement, which articulates the municipality's vision, what will be done, for who, and why.

Strategy outcomes include the road map/project rollout program, CAPEX and benefit estimates, and infrastructure requirements. The intent is to plan sufficiently far ahead, make sure that "far" is far enough, confirm that unique ideas have been generated, and that the difference these ideas make is well understood.

In addition to making sure that the strategy is properly bounded by these deliverables, it is critical to apply a robust change management process to develop the program and implementations. The well-established Awareness, Desire, Knowledge, Ability and Reinforcement model (ADKAR), developed by Prosci, is a three-phase change management process throughout the lifecycle of initiatives that cause change.

Figure 3: Summary of the ADKAR Process Against Typical Project Phases

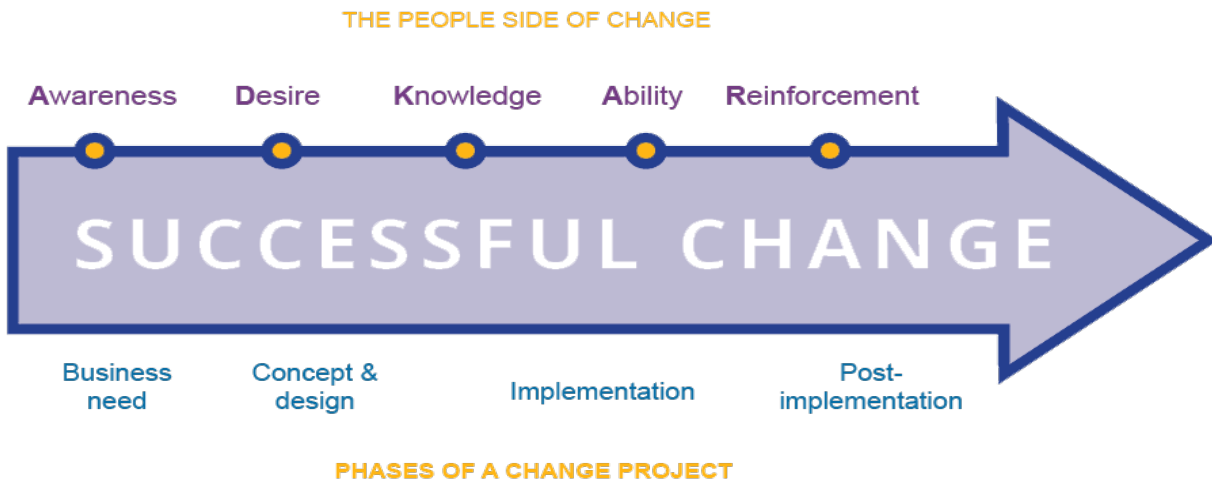
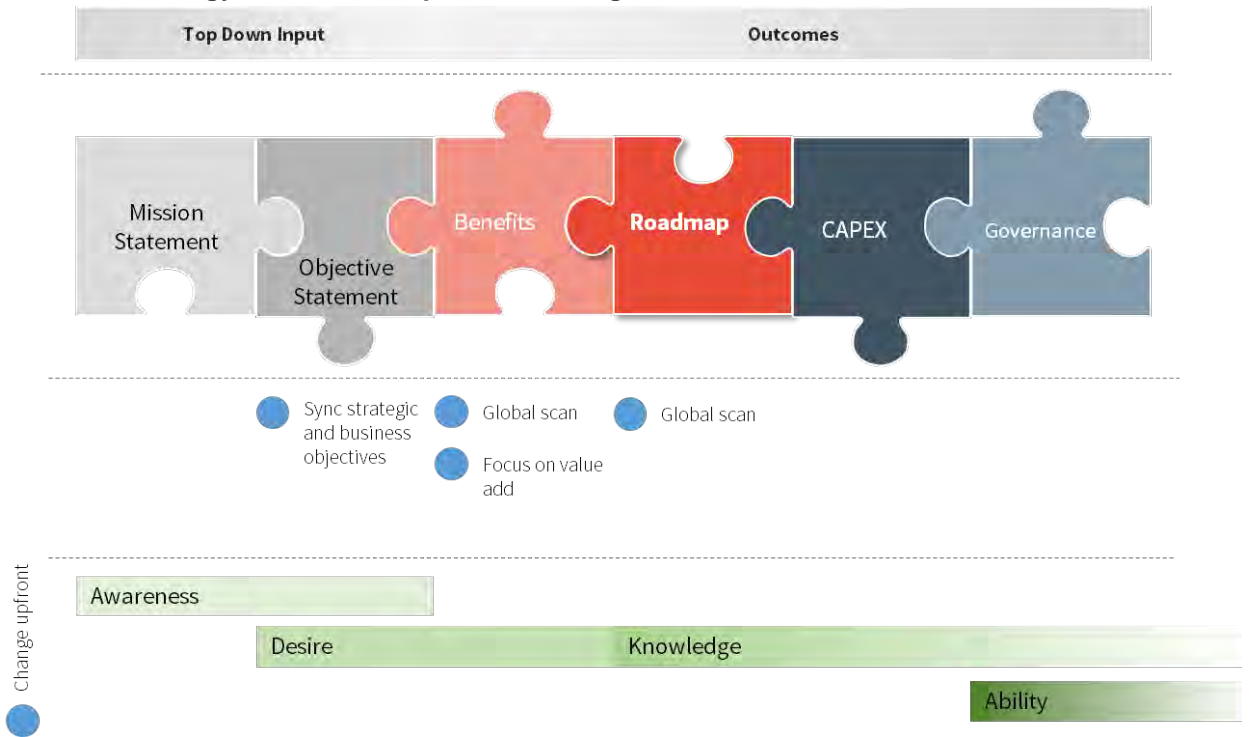


Exhibit 4 brings the core digital strategy elements, identified outputs, and change management process together to illustrate how they interact with each other. The mission statement articulates the municipality’s vision around technology and digitalization, clearly identifying core priorities or areas of technological advancement.

Exhibit 4: Strategy Elements, Outputs and Change Interaction Model



Organizational awareness is created through the mission statement, but it is the objective statement that creates the desire to undertake the change. The primary driver of this willingness is clear and quantifiable targets that the technology and digital strategy must achieve through its various programs and projects.

The desire is cemented through the global digitalization and technology scan, which adds references for developing benefits arising from the strategy. This demonstrates to stakeholders that the strategy is achievable and practical through the real experiences of others. Looking at the targets and the potential benefits from reference sites and projects brings a keen focus on value added.

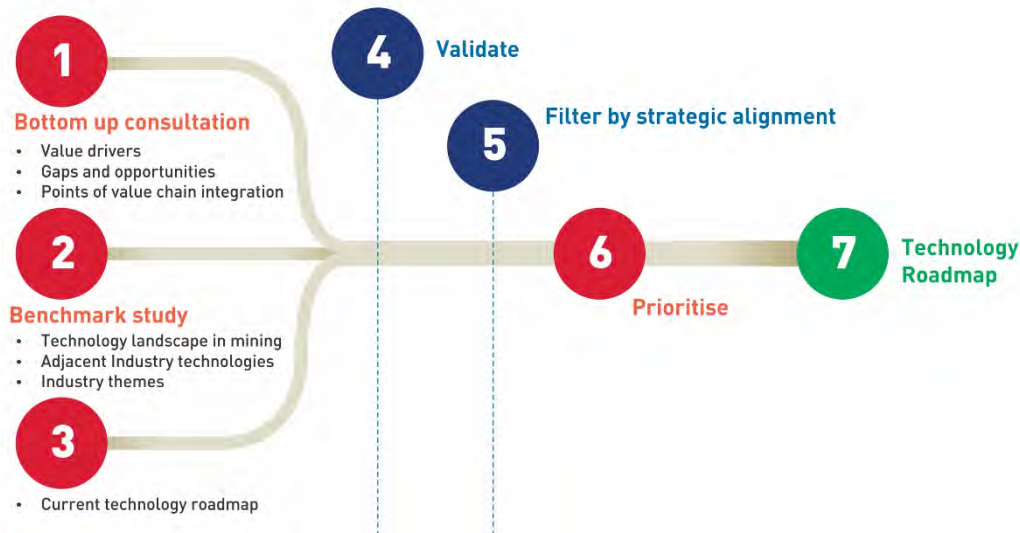
The roadmap articulates the actual portion of projects that make the strategy executable. This is meant to define projects, dependencies between projects, and timelines for study, scoping, and execution. A high-level CAPEX estimate is developed and overlaid on the roadmap to assist with budgeting processes. This is the start of the knowledge journey that will continue after implementation of the respective projects.

The strategy development also seeks to address critical issues within the municipality’s governance structures covering the implementation of digitalization and technology. Examples include managing the digital technology pipeline from concept to implementation; digital project governance including value measurement, funding applications, and progress measurement (especially given non-traditional project approaches - agile, incremental fast value, or fail fast); and identifying role and skills changes. The exercise seeks to enhance the organization’s abilities, which will continue after project implementation.



Exhibit 5 describes the digital program development process to generate the roadmap, benefits, CAPEX, and governance outcomes.

Exhibit 5: Digital and Technology Program Development Process



The bottom-up consultations ground the program development in operations; they seek to understand gaps, opportunities, and challenges in the municipality's key value drivers and its individual initiatives.

For each initiative, stakeholders across various departments (such as development, construction, process management, engineering, and logistics) participate in workshop sessions to identify opportunities for digitalization and technology. The process takes into consideration what is available, what ideal scenarios look like, and what quick wins are possible among core value drivers (including labour, safety, and resource optimization).

The benchmark study results in an understanding of the broad themes that could be relevant to a municipal operation and provides the coarse opportunity sizing necessary to understand the possible benefits. This sizing can be expressed in a variety of operational and business metrics including cost, revenue, availability, utilization, or even injury frequency rates. Regardless of metric, this effort seeks to provide early quantification of benefit size. Further analyses are performed to create an organization-specific benchmark guideline that calibrates the list of possible initiatives from the global scan for local and operational context.

The bottom-up consultations and global digital scan come together through the organization's strategic and business objectives. The resulting initiatives are synthesized into a practical and time-based roadmap by focusing on areas of key value added.

A robust digital and technology road mapping process tailors these themes and underlying concepts with a view to maximizing operational performance. This is at the heart of the validation, filtering, and prioritization components. The prioritization step ranks individual projects against criteria agreed with key stakeholders (for example, heads of department and site general managers). Such criteria could include quantifiable metrics like net present value (NPV) benefit and CAPEX, and unquantifiable metrics like ease of implementation. In formulating the roadmap, a final (but core) step is to check whether project and infrastructure dependencies are sound.

Successful application of this approach hinges on flexible application. Being adaptable through the strategy development process helps alleviate some of the common road mapping challenges so that critical success factors are met.

The digital transformation goes beyond technology. Digital and technology must be viewed as an enabler to achieve full performance; for this reason, the full technology, people, and process system must be



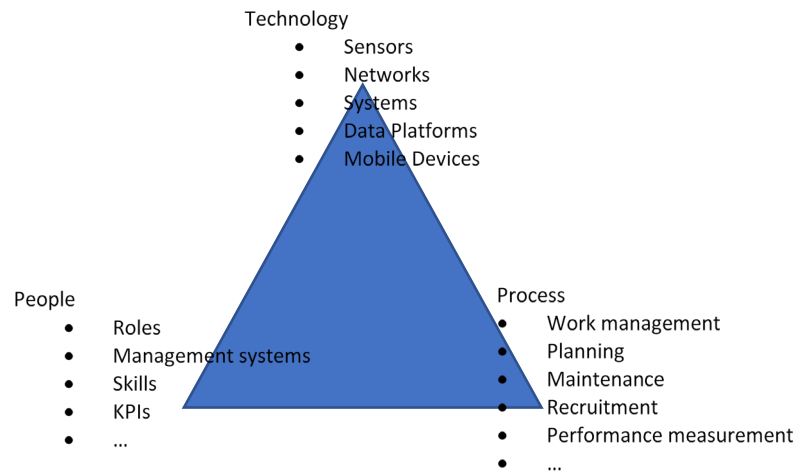
considered in any digitalization program. The system triangle (**Exhibit 6**) is an often-used visualization of the components to consider.

While the system triangle from **Exhibit 6** has become the consultant's cliché, a more telling view of the need to consider the people and process aspects of digital transformation can be derived from it.

The following outlines SCC's customized framework for evaluating and building Smart Infrastructure investment prospectuses:

- **Model uncertainty and modelling benefits:** Quantifying the improvement or benefits from digitalization is difficult without a robust business and operational model at the appropriate level of detail.
- **Scheduling and time constraints:** The effort required to formulate a strong, customized digital program is often underestimated. The strategy development process relies heavily on the expertise and experience of the functional teams, so competition for individuals' time must be managed.
- **Benchmark and reference data availability:** Accessing applicable and relevant benchmark data may be impossible given the confidentiality around the organization's initiatives. Compounding the data availability issue is the lack of site-specific reference information.
- **Stakeholder engagement:** Related to the change management topic, individual stakeholders may not understand the technologies or digital thinking, particularly when a mature workforce is in place and used to undertaking activities and tasks in more conventional ways.
- **Complex existing systems landscape:** In a more mature environment, existing processes and procedures, reporting requirements, and measures may have developed over many decades, resulting in pushback on new technologies. The overall software, IT, and process control environments may also be fragmented.
- **Functional versus value chain focus:** Individual stakeholders are often focused only on getting what is best for their function group or department and not look at the entity as a whole. Realigning the thinking to a more holistic base is often challenging in environments with competing KPIs.
- **Deliver a business and technical memorandum:** The memorandum summarizes design risks; project phasing; implementation schedule; policy issues; operational benefits; opportunities for monetization; risk management strategies; and a comprehensive, variable risk financial model and prospectus.

Exhibit 6: People, Technology, Process System Analysis



Deliverable 3: Success Target, Business and Revenue Model

SCC understands the City's need to explore all possible equity funding options as it is in the owner's best interest to mitigate risk and maximize risk free return. We will provide the most exclusive funding model in the industry for the City's evaluation and consideration. This is the final output created through SCC and includes the full Smart Infrastructure business and revenue model. This is the formal process and output SCC uses for their private equity funds and investor group.



Financial Modelling and Risk Management Methodology:

- SCC Advisory Financial Management – Risk Management Review
- SCC Advisory Financial Management – Investment and Yield Targets
- Smart Solutions Use Case Bundling Strategy – Illustrative Smart Solutions Bundle (**Exhibit 7**)
- Expected Portfolio and Individual project ROI
- Financial Modelling per Project
- Financial Modelling on a Portfolio Basis Across Smart Assets
- Monetization solution execution
- Data Monetization structured contracts and back to back agreements for each data bundle
- Financial Governance and reporting
- Advising on appropriate technology and data-sharing platforms for IoT capabilities that are compliant with open systems standards and optimal for implementation
- The City's Smart City initiatives reprioritization due to various possible scenarios (such as change in administration, personnel, mindset), negatively affecting forward progress past the development phase when substantial investment has been undertaken by the City, our funding partner, SCC, and its ecosystem. This risk is around termination for convenience and excludes appropriation or performance-related risk matters.
- Regulatory requirements and support, if needed, contract/agreement development is subject to a lengthy/protracted process or complexity.
- For monetization components which are relying on long term concessions (that is, out of home advertising, savings share) is materially changed by the City after project launch.
- Revenue and savings assumptions are not achieved, negatively affecting expected ROI, sharing, and project viability.
- Material Adverse Change (MAC) event is realized by the City project, negatively impacting the City's risk rating for any portion it is participating in said risk/commitment.
- Model Risk/All Funding Requirements will be SCC's responsibility through its equity, junior, and senior debt financial partners. SCC's funding consortium, all of whom are highly successful, respected, and experienced institutions will include, but not be limited to:
 - Scenario Analysis where Smart City Capital LLC. to serve as Funding Model/Vehicle Administrator
 - Scenario Analysis for SCC Consortium Equity and Mezzanine/Junior Debt Funding
 - Scenario Analysis for SCC Consortium Senior Debt and Project Financing (including Tax Free Bonds)
 - Scenario Analysis for SCC Consortium Muni Leases and Project Financing (Traditional and Tax Free)
 - Scenario Analysis for SCC Consortium Delivered Data Center or Any Technology As A Service (XaaS)
- Include language that provide an appropriate level of support for such changes including the reality that a 10 to 20 plus year contract tenant will need to survive multiple administrations and City personnel changes. Said language to also cover termination for convenience, thereby providing a foundational support to potential funding sources, yielding the most competitive structures for the City.
- Given that many aspects of Smart City agreements are relatively new and require a flexible yet efficient approach, all efforts should be made for an agreement development process that is comprehensive, protects the City, yet it is efficient, without avoidable material delays.
- Concession agreements may include language that protects stakeholders so that the maximum de-risking/monetization levels are achieved in executing the City's Smart City initiative.



- Revenue assumptions and business model risk will be 100 percent on SCC and so for this point, just providing all available data points, allowing for the most accurate forecast possible, would be valuable. Any failure in this point would not be a City risk.
- MAC or appropriation risk occurrence is not expected; they are noted simply as a common risk.
- SCC Market Place Procurement platform providing compliant purchasing/sourcing as well as MWBE/DBE process and administration.
- Design, build, and operation of neutral host broadband, small cell and data center solutions
- P3 NewCo or SPV administration

Exhibit 7 below is illustrative of a *Smart Solutions Bundle* investment approach. It breaks down the elements that make up the approach including proposed project portfolio/bundling, estimated value of overall bundle, City funding (if any), high level terms and condition and structure.

Exhibit 7: Proposed Investment Summary

Proposed Project Bundling/Title	Estimated Value and Funding Required	High Level Terms and Conditions and Structure
<u>Portfolio/Bundle Solution</u> <ul style="list-style-type: none">• Intelligent transportation/ traffic (key intersections and to major venues)• Safe City solutions<ul style="list-style-type: none">◦ Cameras, sensors, smart clothing, and video platform• Dynamic data centre to be provided and covered as part of the bundle (material CAPEX and OPEX savings)	<ul style="list-style-type: none">• \$TBD (Bundle Value)• Little to NO City funding to be required, fully funded by SCC• Portfolio approach, supporting, revenue and savings share covering entire project• Potential City revenue of \$TBD over and above project CAPEX and OPEX, throughout the concession time line	<ul style="list-style-type: none">• 10+ year concession, with two, 5 year extension options <u>P3 Structure</u> <ul style="list-style-type: none">• Blended equity and debt stakeholders <u>Requirement(s)</u> <ul style="list-style-type: none">• Assets attachments (City utility assets)• ROW• Intelligent big data rights, use, and policy• Efficient licensing approval process

The financial model and outcome-based business plan would consist of the following components:

- Work with the City to establish approved priorities (across a portfolio of "Smart Solutions")
- Establish estimated value of aggregate projects,
- Categorize financial model broken out by:
 - Projects that result in net new City revenue through monetization
 - Projects yielding savings for the City and can be structured through a savings share
 - Projects which are budget neutral
 - Projects that require budget commitment
- Recommend to the City potential project re-prioritization so that projects that can be monetized will not only cover the entirety of that specific project but also cover a portion of other priorities that cannot be monetized or at same percentage levels.
- SCC internal overall project funding requirements to be established based on final priority list, along with individual project timelines, phasing, interlock, and revenue generating forecast made available to the City's management team
- Secured funding, if requested, for the City's prioritized Smart City project list, inclusive of the amounts that will be de-risked for the City project, thereby requiring little to no actual funds from the City



balance sheet or City commitment, based on achieving the required term, condition, documentation, and concession.

- Variable risk components would not be an exposure to the City; however, revenue sharing of fully de-risked portions would be realized for the City. Revenue sharing levels, terms, and conditions would be agreed to upfront with the City in a transparent fashion.
- Flexible contracting options possible.

Funding any Smart Infrastructure project today requires out-of-the-box thinking. Smart City Capital Advisory's disruptive outcome-based model will allow the City of Clarence-Rockland to explore every option for the City of Clarence-Rockland project without the typical limitations when linked to one specific OEM or financial partner. Smart City Capital Advisory can not only provide equity to finance an end-to-end solution, it will have a truly differentiated outcome-based business model that will enable the monetization of qualifying use cases as well as structured financing of key portions of the infrastructure for all the Smart Infrastructure initiatives prioritized by the City of Clarence-Rockland.

SCC Advisory Services

SCC looks forward to opportunity to collaborating and working with Jacobs Engineering and Nokia in executing and establishing the City as Canada's first Smart City. The above detailed SOW outlines the key deliverables SCC will provide to the City over a proposed 6-month term.

Summary of Deliverables:

1) Build project specific Smart Solutions Performance Metrics for Business Modelling

- i. Target Performance Metrics
- ii. Global digitization and technology scan
- iii. Grounding in operations
- iv. Synchronizing strategic and business objectives
- v. Focus on value added
- vi. Change upfront

2) Create Digital Execution Strategy and Business Case Analysis

- i. Strategy elements, outputs, and change interaction model
- ii. Digital and technology program development process
- iii. People, technology, process system analysis
- iv. Model uncertainty and modelling benefits
- v. Scheduling and time constraints

3) Success Target, Business and Revenue Model

- i. Benchmark and reference data availability
- ii. Stakeholder engagement
- iii. Complex existing systems landscape
- iv. Functional versus value chain focus
- v. Deliver a business and technical memorandum

4) Smart City Capital Advisory Committed Resources:

- i. 1 Smart City Capital Advisory Dedicated Technical Analyst
- ii. 1 Smart City Capital Advisory Project Manager
- iii. 1 Smart City Capital Financial Engineer
- iv. SCC analyst team





6 Conclusion and Next Steps

SCC is confident that this proposal offers significant value to the City and will have a significant impact on the quality of life for the people living in the City's communities. The resulting infrastructure will move the City to the forefront of Canada's smart and connected communities, allowing the City to become more efficient and effective, as well as meeting future challenges. The proposal's funding structure requires little to no upfront City capital but will generate new revenues previously not possible for the municipality. We strongly believe this proposal is a "win-win" for the people and businesses and look forward to discussing it in more detail with you.

In terms of next steps, SCC would like to sign a letter of intent with the City to engage in negotiations of the detailed terms and conditions need to support this unique initiative to allow Clarence-Rockland to become Canada's First 10 Gig Smart City.



Appendix A

Jacobs: Smart and Connected Places



JACOBS®
SMART AND CONNECTED PLACES



Improving Quality of Life and Empowering Economic Growth

Digital solutions are shaping cities and changing lives faster than any other social, cultural, or market force today. Cities of every size and in every corner of the world are looking to leverage digital solutions to manage resources efficiently, be responsive to the needs of all citizens, and be economically competitive. While much of the discussion about being smart and connected is happening at the scale of the City, there are often implementation challenges due to size, magnitude, and complexity. Today, digital solutions are being applied at the scale of the district, the corridor, the campus, the building, military installation, neighborhood, and in some cases the entire city.

It is our belief that being smart is about more than sensors, Wi-Fi hotspots, and the Internet of Things (IoT). Smart means taking a triple bottom line based systems approach and developing comprehensive and connected solutions that are focused on improving the quality of life. Infrastructure networks – utilities, communications, transportation, public safety, and operations – must be integrated and considered in context with important physical attributes such as land use, mobility, and walkability.

Working across scales, infrastructure systems and technologies allow us to create Smart and Connected Places that function more effectively, are more resilient and sustainable, and are more responsive to the needs of the citizens. At Jacobs, we are working with our clients, our partner network, and our global platform of technologists, specialists, engineers, planners, and urban designers to create these smart and connected places. We provide integrated services including: planning, design, systems integration, networking, delivery, financing, and complete city and asset management operations services. We address pressing challenges faced by places across the globe relating to:

- **Governance:** Which department leads the change process?
- **Cross-Departmental Coordination:** How are projects prioritized and implemented?
- **Policy Frameworks:** Do existing policies support new technologies and business models?
- **Funding and Technology:** How do leaders monetize various services to generate funds? How can smart and connected places leverage Public Private Partnerships for technology refresh?
- **Community Engagement:** What is needed to integrate social value, quantify community benefits, and elicit strong support?

With an understanding and passion for evolving technology, Jacobs is dedicated to creating and implementing places that are smart, connected, inclusive, competitive, safe, and resourceful.



Becoming Connected

Becoming Connected entails having networks that drive day-to-day activities. Networks are the foundation for communicating data from all objects embedded in Smart and Connected Places, like parking sensors, safety and security cameras, and pressure monitoring sensors in distribution systems. In order to be smart and connected, the network foundation and design, for any digital solution, such as autonomous vehicles or smart lighting, must align.



Becoming Inclusive

Places are home to citizens from all walks of life. Promoting a diverse culture with equitable access to resources is critical to creating an inclusive place. An equity based environment is where all have access to the necessary amenities and services including: clean water, efficient energy, education, transportation, waste management, and connectivity, among others.



Becoming Competitive

Places once competed based on their access to raw goods and markets. Today, modern societies compete by offering competitive jobs for residents, a high quality of life, and a range of amenities such as water, multi-modal transportation, power, and other services. Successful competitive places alleviate poverty, attract investors, and improve quality of life for all citizens.



Becoming Safe

Public safety and cyber security are critical elements of Smart and Connected Places, assisting first responders, in locating, mitigating, and preventing safety issues. The network and sensors embedded across a Smart and Connected Place have a proven track record of increasing security and resiliency against cyber threats, thus protecting our assets and valuable digital information.



Becoming Resourceful

The natural resources available to support humans and earth's other living systems are finite. As a result of rapid development, places face a loss of wetlands, tree canopy, and agricultural land. Smart and Connected Places help create resource-efficient and self-sustaining neighborhoods. Resourceful places accentuate what is unique about each place and build upon its assets to bolster its strengths. Technical solutions help conserve resources, improving services, and saving taxpayers' money.

FULL LIFE-CYCLE DELIVERY

Joining you at any step along your project life-cycle, we custom build solutions to address your unique needs and immediate strategic areas of concern – creating solutions that fully support your Smart and Connected Places transformation.

Whether serving as your master planner, design engineer, delivery partner, program manager and/or city operations manager, we provide our services on a scalable basis, so you can efficiently and effectively adapt to fluctuating economic cycles. We use proven technologies; implement best practices and solutions; employ a highly talented and engaged workforce; and, most importantly, cultivate a close relationship with our clients.

Our approach for Smart and Connected Places starts with our implementation roadmap.

THE IMPLEMENTATION ROADMAP ALIGNS YOUR VISION, GOALS, AND OBJECTIVES TO OUR REPRESENTATIVE CONNECTED PLACES SOLUTIONS. THIS PROCESS IDENTIFIES CRITICAL SUCCESS FACTORS AND TECHNOLOGY, EVALUATES REVENUE GENERATING PLATFORMS USING ANALYTICS, AND MITIGATES RISK. THE PROCESS RESULTS IN AN OPTIMIZED PROJECT FUNDING STRATEGY AND IMPLEMENTABLE SCHEDULE THAT ACCELERATES YOUR MOST IMPORTANT PROJECTS.

1

Identify and Prioritize
Vision, Goals, Mission
and Objectives

2

Identify Critical
Success Factors
and Technologies

3

Evaluate Revenue
Generating Platforms
Using Analytics

4

Identify Projects and
Embedded Digital
Solutions

BRINGING YOUR CONNECTED PLACE TO LIFE

Smart and Connected Places that seek to harness the benefits of digital technologies are often faced with organizational and technological challenges. Our four-step implementation roadmap assists in developing a prioritized list of projects, optimizes implementation schedules, and tailors a financing strategy for overcoming funding gaps, for each unique place.

Combining our decision analysis and comparative modeling tools, we work across various client departments to compare hundreds of projects and funding scenarios against a range of constraints and risks. This cross-departmental collaboration facilitates consensus-built investment decisions and execution strategies – securing the broad support needed to drive success.



SMART AND CONNECTED PLACES REPRESENTATIVE SOLUTIONS



ADVANCE PLANNING

Planning is first step in developing Smart and Connected Places. Jacobs advance planning services includes land planning, site planning, urban design, regulatory control, landscape architecture, pre-design business strategies, and services for a range of public and private sector clients globally. Our systems-based approach integrates complex natural and man-made systems to achieve social, environmental, and economic sustainability. We are sensitive to the unique cultural and environmental needs of a site and formulate place-based responses. We leverage technology such as GIS, BIM, and VR to create, evaluate, and visualize master plans that are implementable.



NETWORK AND CONNECTIVITY

Network and connectivity are key requirements in the successful implementation of Smart and Connected Places. Network technologies are no longer limited to fixed-line telephones, mobile communications, and the internet, but now leverage the Internet of Things (IoT) – the connection of everyday objects to the internet that creates smart devices capable of exchanging information. The IoT harnesses massive amounts of real time data about traffic, crime, weather, energy consumption, and more, to improve quality of life. At Jacobs, we provide complete network solutions for today and the future.



P3 ADVISORY SERVICES

The development and implementation of Smart and Connected Places projects requires considerable investments that are difficult to fund with traditional public finance. Due to the technological advancements and associated inherent risks in the Internet of Things, funding for connected places projects is often limited. In this context, Public-Private-Partnerships (P3) is a suitable solution to overcome the shortage of public financing and cuts on public spending. Our expertise in structuring and managing P3 projects is recognized by clients in both the public and private sectors. Successfully acting as sell-side, buy-side, lender's advisors, and special studies consultants from project conception to completion, operation, and decommissioning.



URBAN MOBILITY

Smart and Connected Places will share a single characteristic: the ability to effectively move people and goods in harmony within the urban fabric and through all modes of transportation. Mobility solutions improve traffic flow, reduce roadside incidents and traffic congestion, improve response time to traffic events, optimize public transit, and enable centralized highway operations. Our mobility team provides forward-looking solutions and policies for connectivity for intelligent transportation systems, autonomous vehicles, signal timing and management, and traffic operations centers.



UTILITIES

Smart utilities reduce delivery and replacement costs of aging infrastructure, promote efficient allocation of resources, protect the water supply from internal system problems or tampering, and increase the safety of continuous power transmission and delivery. Digital utilities solutions now provide the ability for real time monitoring and evaluation of large amounts of operational data which assists in reducing operating costs of energy, chemicals, and other system components. Data collected and analyzed is used in avoiding system failure by using predictive analytics of system components.





INTEGRATED INFRASTRUCTURE

Jacobs integrated infrastructure solutions deliver a convergence of physical and digital infrastructure, leveraging data analytics, cyber security, among other digital solutions to develop Smart and Connected Places that are rich in character, community, and livability. Our approach is systems-based and evaluates all infrastructure solutions and their associated linkages to provide efficiency and cost savings. From developing a water treatment plant, to building bridges, and other infrastructure, we cultivate solutions that provide operational efficiency in all aspects of the built environment, ultimately delivering reduced energy costs, minimizing water losses in distribution systems, and providing multi-modal transportation solutions to name a few.



RESILIENCE

Resilience is the ability of any place to adapt to changing conditions and rebound from disasters. Before an event, our resiliency services offer business continuity planning, vulnerability assessments, and all-hazard mitigations, as well as advanced IT, data center, and cyber security solutions. When disasters occur, we assess damages and provide rapid response for all integrated infrastructure overtaken by events. We facilitate recovery planning and supports all aspects of design, engineering, and construction to help cities rebuild stronger.



SAFETY AND CYBER SECURITY

Even with the advantage, convenience, and efficiency provided through Smart and Connected Places, security will always be critical. Through the implementation of a layered, "Defence-in-Depth" approach, utilizing strategic technologies and practices, we work with clients to develop an action plan to secure their organization's networks. A unified command center keeps facilities, assets, citizens, and public spaces safe and promotes more rapid, accurate, and cost-effective emergency response.



OPERATIONS AND ASSET MANAGEMENT

Managing operations and assets in Smart and Connected Places is important for all organizations. Asset management helps clients make the right cost, risk, and performance decisions to optimize and sustain the performance and value of physical assets throughout their life cycle. Our asset management framework utilizes digital solutions to establish a database of assets that effectively logs the condition of each asset and predicts the timeline for future maintenance and repair using real time operation data analytics and statistics.



DESIGN

After planning, design provides the details necessary for implementation of various integrated infrastructure solutions for Smart and Connected Places. Our team develops detailed design and design guidelines specific to each unique solution area as required by the project. Our integrated design process is interactive and incorporates value engineering and optimizes total cost of ownership throughout the project life-cycle and beyond. At the foundation of our design services are cost and schedule savings, reduced risk, and innovative and optimized designs.



ADVANCE PLANNING

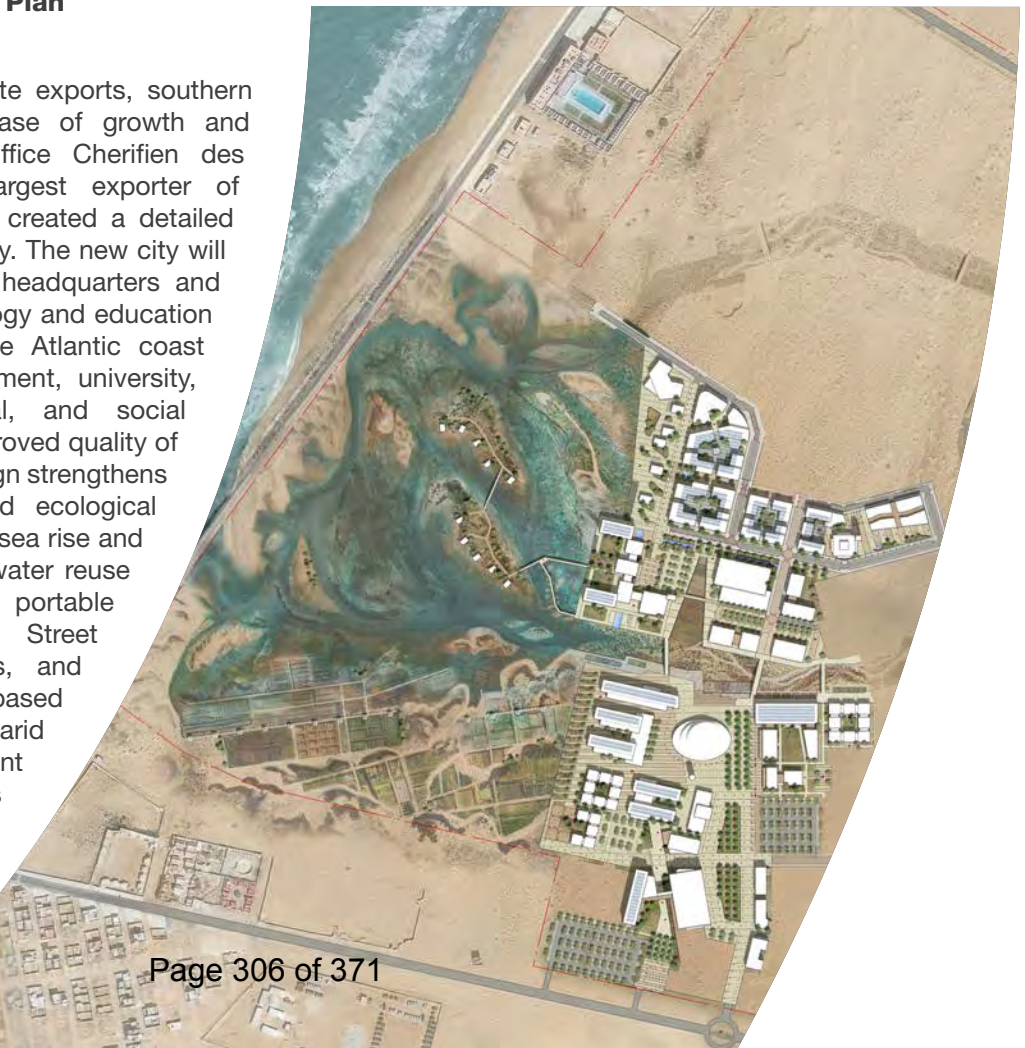
Australian Education City Master Plan Melbourne, Australia

Jacobs is working alongside a developer client to create a long-range master plan for a new suburban town on the outskirts of Melbourne. The 412-hectare project will be home to a new university with over 40,000 students and a vibrant walkable central business district with commercial, residential, and community support facilities. The city is envisioned to be a world-class example of sustainability. It will have a direct connection to Melbourne's extensive transit system; a network of trails, parks, and accessible open space; and aggressive targets for energy use, water recycling, and building performance, establishing a fully connected place. The master plan incorporates a robust digital network supporting the development's education campus assets and global connectivity capabilities. Through this project, Jacobs is able to leverage its global reach to provide in house capability across the full range of planning, urban design, architecture, and engineering disciplines. The team has developed a flexible planning framework that will support a long-term implementation horizon in response to market demand. The initial phase of development is planned for 2023.



Technopole Fom El Qued Master Plan Laayoune, Morocco

Already a prime region for phosphate exports, southern Morocco is poised for a new phase of growth and development. Working with the Office Cherifien des Phosphates (OCP), the world's largest exporter of phosphates and derivatives, Jacobs created a detailed master plan for a new Technopole City. The new city will serve as OCP's southern Morocco headquarters and will fill the void for a regional technology and education center. The 125-hectare site on the Atlantic coast will integrate research and development, university, housing, infrastructure, commercial, and social services facilities, and provide an improved quality of life for the region's residents. Our design strengthens the region's existing mangrove and ecological community through the integration of sea rise and tidal monitoring technologies, wastewater reuse and monitoring technologies, and portable wastewater management solutions. Street grids, pedestrian networks, blocks, and buildings are oriented and positioned based on environmental factors. Extreme arid conditions, intense sun, and prevalent year-round winds impact the city's long term functionality. The city's master plan responds to these severe environmental factors to ensure successful strategies for increased livability and mobility.





NETWORK AND CONNECTIVITY



Small Cell Design: Nationwide Small Cell Design Services Confidential Client Confidential Location

National wireless carriers are preparing to offload their macro networks in order to ready themselves for the future of 5G networks. This strategy will increase the number of existing wireless transmission locations by four times the current amount. Carriers are focused on implementing this strategy in large metropolitan areas. Jacobs is involved in field surveys, site selection, and utility coordination for construction of these small cell locations. Our work has primarily been focused on the eastern United States. Our scope includes full construction drawings for installation of these multi-tenant small cells. Over the past 18 months, Jacobs provided over 15,000 site selection and field surveys that have produced over 11,000 small cell designs for our clients.



Fiber Fronthaul: Laying the Foundation for the 5G Network Great Chicago Metropolitan Area, Chicago, Illinois, USA



Our team provided program management and engineering services for design and installation for 375 miles of front haul fiber for transport of the future 5G networks. Fiber is the solution for data transmission of the many small cells that are required to make a Connected Place. This project is currently underway in the Greater Chicago area and consists of 375 miles of aerial and underground fiber optic cables within the metro area that will carry all data and transport thousands of small cell nodes across the city. Jacobs has evaluated the routing of the fiber and maximized the design for cost efficiency. We engineered all splicing and termination of the fiber at node locations to maximize cable efficiency. Along with this scope, Jacobs selected and engineered small cell (node locations) for coverage and future data collection. As carriers begin to prepare for 5G, they will offload their macro networks to densify their coverage and allow for faster data transmission over the fiber front-haul network.



P3 ADVISORY SERVICES

FasTracks Denver, Colorado **Denver Regional Transport District** **Denver, Colorado, USA**

As the first transit P3 in the US, Jacobs serves as the program support consultant, providing 50 percent of a fully integrated program team with Denver's Regional Transport District (RTD) staff. We have been fundamental in securing \$2 billion USD of federal funding; 29 percent of the overall \$7 billion USD project value, making it one of the largest transit projects ever undertaken in the United States. As a client agent and advisory for technical, finance, and design aspects of the program, we have managed preliminary designs and environmental analyses of ten projects, supporting procurements and the securing of funding from the Federal Transit Administration. Jacobs has exceeded the expectations of RTD and lenders by delivering the first FasTracks light-rail corridor eight months ahead of program and under budget. This allowed the RTD to widen the scope to include two future rail corridors, and retain the original budget; further improving the scheme and the services to the community.



Luis Muñoz Marín International Airport Privatization **Puerto Rico Ports Authority** **Puerto Rico**

Under the Federal Aviation Administration's Airport Privatization Pilot Program, the Puerto Rico Ports Authority completed the first privatization of a large commercial airport in the United States in 2013. The competitive bidding process attracted world-class operators with histories of enhancing air service and contributing to the local economy. With our assistance, the Authority entered into a 40-year lease with Aerostar Airport Holdings, LLC, a joint venture of Aeropuertos del Sureste (ASUR) and Highstar Capital, for the development and operation of Luis Muñoz Marín International Airport. In order to secure funding and partnership, our team provided services that analyzed air traffic and revenue projections, included airline negotiations, assessment of capital projects, passenger facility charges analysis, and FAA coordination.



URBAN MOBILITY



City of Philadelphia, Department of Street Traffic Operations Center Philadelphia, Pennsylvania, USA

The Streets Department/Traffic Division of the City of Philadelphia is responsible for almost 3,000 traffic signals that vary considerably in terms of operation, from being controlled by a centralized signal software via a fiber optic communications network, to isolated electromechanical controllers. Through city signal system projects and the PennDOT reconstruction efforts on I-95, the ability to actively manage the traffic signals has been growing. Jacobs is helping the City of Philadelphia achieve major milestones through our Connected Places solutions that envelope systems engineering processes across subsystems and with stakeholders, to produce a continuous design and development process. The development of a Traffic Operations Centre (TOC) is a necessity given that the City will fundamentally change the way it manages the arterial street system through the expansion of the signal system and deployment of Intelligent Transportation Systems devices. The TOC serves as a nerve center for the City's street network that provides the ability to actively manage traffic signals, provide situational awareness, enhance incident management, promote corridor management, and improve interagency coordination.



Nevada Connected Vehicle and Autonomous Vehicle Program Nevada Department of Transportation Statewide, Nevada, USA



Jacobs is working with the Nevada Department of Transportation (NDOT) to develop and implement policies and programs for accelerating the progress of Connected Vehicles (CV) and Autonomous Vehicles (AV) throughout Nevada and the United States. Our team is collaborating with a joint coalition consisting of NDOT, the Nevada Governor's Office of Economic Development, the Department of Motor Vehicles, Nevada Business and Industry, and the Department of Public Safety. Our team has developed a series of key policy deliverables including a summary of national and international CV/AV activities, a SWOT analysis, goals and objectives, and technical and engineering assessments for CV/AV projects. We have also identified a number of future projects, including a multimodal CV/AV test facility, autonomous snow plows, and automated transit along key business and tourist corridors.

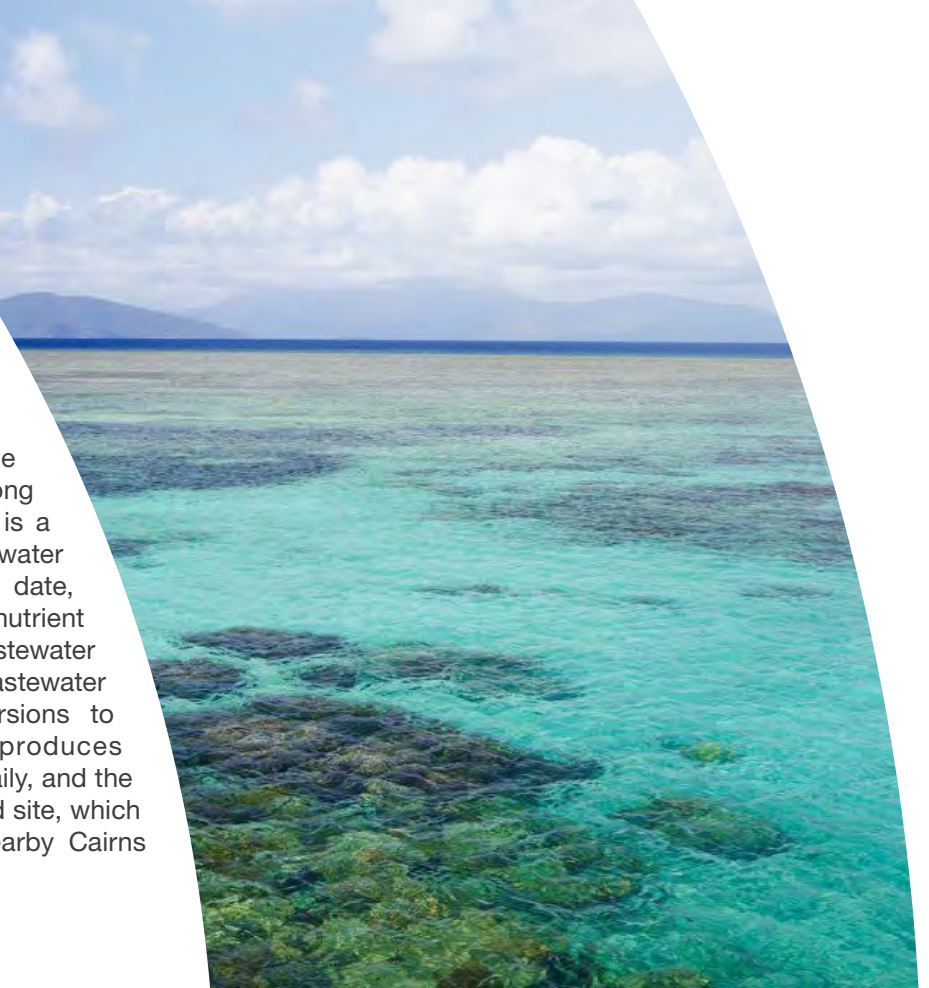




UTILITIES

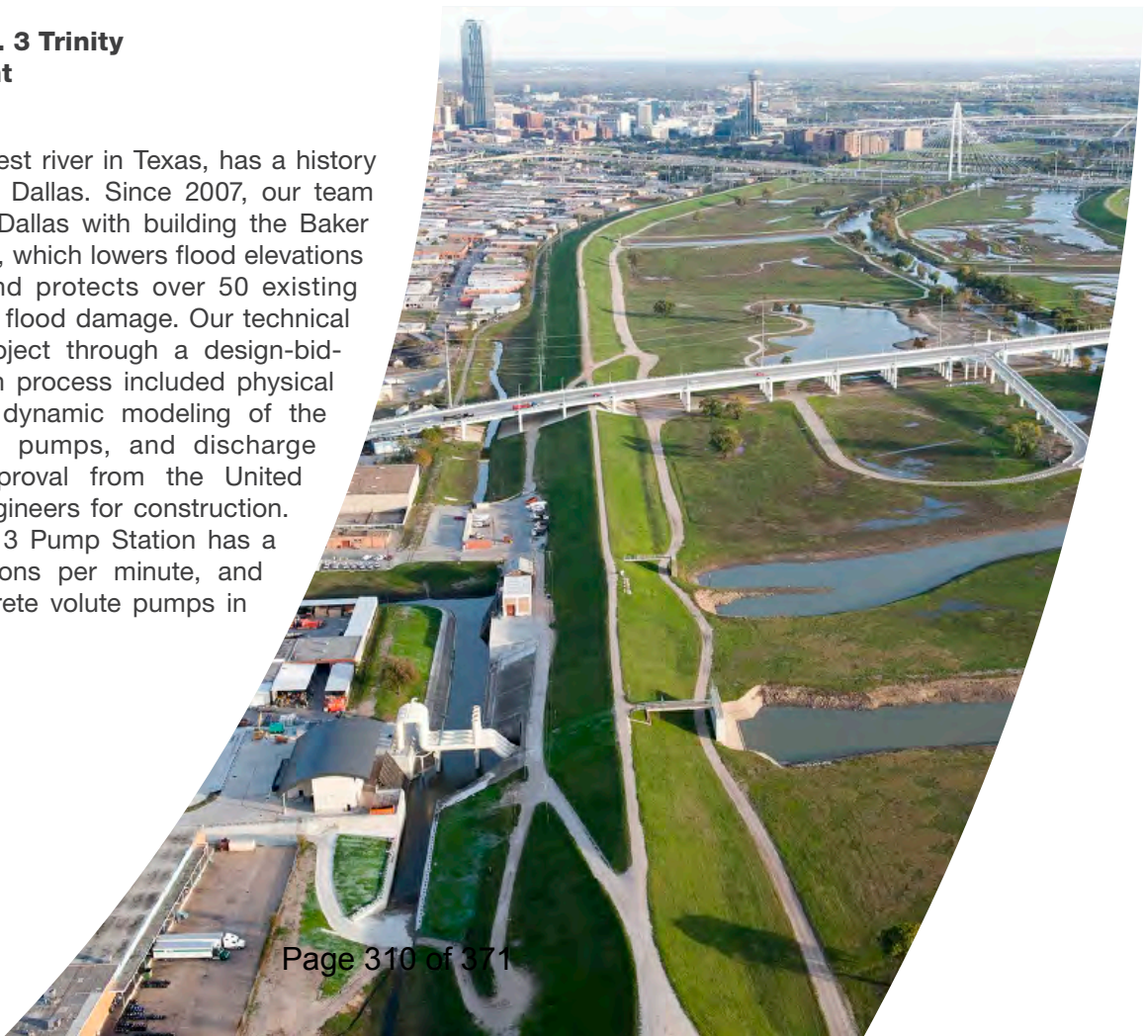
Cairns Cleaner Seas Northern and Southern Wastewater Treatment Upgrades *Cairns, Australia*

Australia's Great Barrier Reef is one of the seven natural wonders of the world, and the only living thing on earth visible from space. However, this irreplaceable natural resource is threatened by continued urban growth along Australia's coast. The Cleaner Seas Project is a multi-billion dollar effort to upgrade wastewater treatment facilities in the Cairns region. To date, it has achieved an 80 percent reduction in nutrient loading. Our team upgraded the Southern Wastewater Treatment Plant (SWWTP) and Northern Wastewater Treatment Plant (NWWTP) through conversions to membrane bioreactors. The SWWTP now produces 19.5 million liters of Class A recycled water daily, and the NWWTP innovatively maximizes its brownfield site, which is constrained by height limits from the nearby Cairns International Airport.



Baker Pump Station No. 3 Trinity Watershed Management *Dallas, Texas, USA*

The Trinity River, the longest river in Texas, has a history of destructive flooding in Dallas. Since 2007, our team has assisted the City of Dallas with building the Baker No. 3 Water Pump Station, which lowers flood elevations in parts of downtown and protects over 50 existing businesses from potential flood damage. Our technical experts delivered the project through a design-bid-build process. The design process included physical and computational fluid dynamic modeling of the collection sump, intake, pumps, and discharge piping and required approval from the United States Army Corps of Engineers for construction. Now built, the Baker No. 3 Pump Station has a capacity of 700,000 gallons per minute, and features the largest concrete volute pumps in the United States.






INTEGRATED INFRASTRUCTURE



Aurangabad Industrial City (AURIC) Program Management Aurangabad, India

CH2M, now Jacobs, is the Program Manager for Aurangabad Industrial Township Limited, a partnership between DMICDC (agency of Government of India) and MIDC (agency of Government of Maharashtra), that introduces AURIC, one of the first smart industrial cities in India. AURIC takes pride in developing the first underground cabling system in India for industrial use, ensuring reliability of power with an efficient supervisory control and data acquisition SCADA system. Deployment of Information and Communication Technologies (ICT) will promote effective urban management, thus streamlining city functions. A centralized command and control facility will maintain and monitor citywide utilities to help achieve operational efficiencies across resources use and workforce. Business residents and visitors alike will benefit from an integrated ICT platform that provides smart traffic management, smart grid, and smart housing that will connect smart communities to the rest of the world through high-speed communications, transmission, and digital information systems.



National Geospatial-Intelligence Agency Campus East Fort Belvoir, Virginia, USA



In 2011, the National Geospatial-Intelligence Agency (NGA) was challenged to consolidate six Washington, DC area sites into a single facility that could accommodate 8,500 professionals in an innovative, technology-right workplace. The agency and United States Army Core of Engineers hired Jacobs experts for full service programming, master planning, architectural and engineering design, construction documentation, and construction administration of the campus. The final design was driven by a cultural transformation mandate to meet future mission goals along with significant requirements for reliability, flexibility, sustainability, and expandability in compliance with national security criteria. Its emphasis on sustainability earned the NGA campus LEED Gold certification.



RESILIENCY

MTA New York City Transit Flood Mitigation Study and Preventive Measure Concepts *New York, New York, USA*

Superstorm Sandy caused tremendous damage to New York City Transit (NYCT) structures and facilities. The storm surge caused flooding of transit structures, tracks, and facilities in low lying areas resulting in significant damage to electrical, mechanical, signal, and communication systems. To make the low lying areas more resilient to flooding, Jacobs technical experts performed mitigation studies and provided preventive measure concepts to harden the electrical distribution systems for seven below-river MTA tubes in Lower Manhattan. After assessing each tube, our team developed reports on existing conditions and proposed hardening concepts that will enable each tube to withstand similar stresses in the future.



Hong Kong Preventive Landslip Works *Hong Kong, China*

Despite a population of over seven million, Hong Kong is a 60 percent natural area and characterized by steep, rugged terrain. As the City continues to grow, increasing pressure is put on these slopes, resulting in dangerous landslide conditions. Jacobs technical experts have been involved in Hong Kong's Preventive Landslip Works to address slope stability since the 1990s. Over this period, we have assessed slope stability, ranked grades, performed ground investigations, and designed and supervised construction of retaining wall infrastructure. The high number of slopes requiring stabilization has necessitated cost-efficient responses—our experts have been at the forefront of innovation to assist Hong Kong with cost efficiencies, including looking at soil nail design methods to minimize construction materials without sacrificing slope stability.



SAFETY AND CYBER SECURITY



Massport Data Centre Consolidation Statewide, Massachusetts, USA

The Massachusetts Port Authority (Massport) develops, promotes, and manages State of Massachusetts airports, seaports, and transportation infrastructure, including Logan International Airport. In 2008, Massport officials began working with Jacobs experts to reduce Information Technology (IT) costs. Our team led Massport in increasing its efficiency through data center optimization and consolidation, data server design, and improved network security. Through the innovative use of technology, our team has increased Massport's server utilization by up to 80 percent, reduced hardware requirements by a ratio of 10:1, increased IT operational agility, and has reduced carbon emissions to the atmosphere equivalent to the planting of 2,100 trees. Also, by implementing VMWare technology and a storage area network, Massport can now secure server images in a central location for rapid operations recovery in the event of a disaster.



Amtrak Advance Controls System Network Pennsylvania Station New York, New York, USA



Technology has enabled incredible advancements in infrastructure, but has also made our cities more vulnerable to cyber-attacks. In conjunction with our partner, Advanced Control Systems (ACS), our experts work to protect Amtrak's network security at Pennsylvania Station in New York City, a major data hub for the company. The project involves an assessment of the existing supervisory control and data acquisition (SCADA) network, and identifying potential cyber-security threats. Specifically, our team is performing port and vulnerability scans, network device configuration reviews, testing, reviewing server system vulnerabilities, black box testing from various locations throughout the city, and identifying single points of communication failures between various sites. The goal is to provide recommendations that will help Amtrak create an efficient and encrypted SCADA network that would be impenetrable to malicious hacking.





OPERATIONS AND ASSET MANAGEMENT

Stanford Health Care Enterprise Asset Management System Palo Alto, California, USA

Jacobs partnered with Stanford Health Care (SHC) to develop a strategic asset management program and launched a series of initiatives to develop an optimal service delivery framework to support on-campus facilities, as well as the growing number of facilities within SHC's expanding geographical region. Jacobs developed a long-term comprehensive asset management strategy combining existing building management technology and new intelligent building systems to provide a life-cycle asset management implementation roadmap across the entire multi-state portfolio. Our team configured and implemented an enterprise level asset management technology solution as the portfolio management and data analytics framework. The Integrated Asset Management Program included real-time performance monitoring, hand-held technology capability, autonomous vehicle integration, and portfolio-wide performance management, which reduced risk using Reliability Centered Maintenance analysis for critical systems. The Integrated Asset Management Plan resulted in a 20% initial portfolio cost savings achieved through efficiencies in material management tracking over a five-year period.



Citywide Operations Management City of Centennial, Colorado, USA

Striving to increase the level of focus and service for the citizens of Centennial, city leaders selected CH2M, now Jacobs, as their partner for delivering comprehensive public works services. The City of Centennial is the seventh-largest city in the Denver metro area with approximately 100,000 residents. Our team launched Centennial's Public Works Department — a new city-managed organization, that delivers a complete range of services including traffic engineering and operations, permit processing, inspections, administrative services, and street and roadside maintenance. At the time, this partnership was thought to be among the largest outsourcing of public works services to a private contractor in the country. Our team created a consolidated customer service center serving as a single point-of-contact for all citizens' concerns, including public works. Most recently, we developed and are employing a concept of operations and implementation plan to enhance and expand Centennial's existing traffic signal control system and other arterial Intelligent Transportation System (ITS) components.





Light Rail Transit, Tri-County Metropolitan Transportation District (TriMet)

Portland, Oregon, USA

Jacobs provided preliminary and final design for a one-mile extension to TriMet's Light Rail Transit (LRT) service in downtown Portland – creating a major new downtown entry for the city. Services included traffic evaluation, urban design, station architecture, landscaping, street lighting, trackway and drainage design, and geotechnical and structural engineering. Innovative design resolved complex right-of-way and grading challenges, reduced vibration in structures along the line, creatively repurposed contaminated soils as fill behind retaining walls, and successfully navigated high-volume intersections and LRT compatibility with existing structure restrictions. Simple wayfinding for active modes focused on the site's gateway function. Art, landscape elements, and structures celebrate and accentuate the experience. Our early focus on identifying and mitigating high-cost risk items helped TriMet plan a strategy to meet federal funding requirements and supported a laser focus on key risk areas throughout delivery.



Elgin O'Hare Western Access Project


Illinois State Tollway Authority, Illinois, USA



As Design Corridor Manager of the Elgin O'Hare Western Access Project in metropolitan Chicago, we're helping the Illinois Tollway meet the area's diverse travel needs – improving travel efficiency, providing western access to O'Hare International Airport, creating opportunities for jobs and economic development, enhancing multi-modal connections and reducing congestion. The \$3.4B Project is currently under contract to Illinois State Tollway Authority's (ISTHA) for its largest-ever, and the state's first-ever freeway-to-toll road conversion. Our team is advancing the design for the ITS and toll systems throughout the project corridor. The scope of work includes the design of all electronic "open road" toll plazas on both mainline segments and selected ramps; full video surveillance of the entire corridor; electronic monitoring of traffic conditions; road weather monitoring; and a traveler information system, including electronic message signs. The project includes 17 miles of new roads with 15 new or improved interchanges as part of a new, all-electronic toll (AET) road. The 15 miles of toll roads and 124 miles of local road improvements feature mainline lanes instrumented with AET gantries and various ITS devices.





An aerial night view of a city, likely New York City, with a glowing blue network overlay. The network consists of numerous white lines connecting various points across the city, creating a complex web that suggests connectivity and infrastructure. The city lights are visible in the background, and the overall color scheme is dominated by blue and white.

Jacobs leads the global professional services sector delivering solutions for a more connected, sustainable world.

With \$15 billion in fiscal 2017 revenue when combined with full-year CH2M revenues and a talent force of more than 77,000, Jacobs provides a full spectrum of services including scientific, technical, professional, and construction- and program-management for business, industrial, commercial, government and infrastructure sectors. For more information, visit www.jacobs.com, and connect with Jacobs on LinkedIn, Twitter, Facebook and Instagram.

JACOBS

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Appendix B

The Nokia Solution: Clarence-Rockland, 10G/WiFi Technical Presentation



NOKIA

Clarence-Rockland – 10G/WiFi Nokia/Jacobs/Smart City Capital

18.CA.843706 - Architecture

Clarence-Rockland

February 2019

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Clarence-Rockland

Project objectives

Clarence-Rockland wants to be first Canadian 10G city – achieve something comparable to Chattanooga.

Priorities :

- 1) Provide 10 GPON to all residences in Rockland, hamlets of Clarence, Bourget, Clarence Creek and Hammond. Position architecture for neutral host approach.
- 2) Provide community WiFi on all streets in Rockland and hamlets of Clarence, Bourget, Clarence Creek and Hammond. Will be connected by 1G GPON using GPON SFP.
- 3) Provide Current by GE CityIQ systems at major intersections in Rockland and Clarence. Will be connected by 1G GPON using GPON SFP.
- 4) Out of current scope – future – provide private LTE to supply fixed wireless access to remote residences

Nokia scope :

Provide install and integrate all core components to support initiatives 1, 2 and 3 above.

Supply all GPON equipment up to and including ONT.

Supply all AP and WOAA power module.

Supply Current by GE CityIQ systems

Associated services

Out of scope :

All outside plant, fiber, splitters, over the top services...internet, etc.



NOKIA

CLARENCE-ROCKLAND

Clarence-Rockland Assumptions

Streetlights are 45 M apart and available everywhere we need WiFi AP

Power for WOAA taken from streetlight pole

WOAA will provide power to AP and connectivity to both AP and CityIQ

WOAA will be connected to 1G GPON ONT SFP

On intersections where we install CityIQ nodes there will be one on each corner

Municipal employees will perform AP/CityIQ installations

Jacobs or other will perform ONT installation inside homes.

Jacobs will install outdoor cabinet in Clarence Creek and provide standby generator

Two indoor data centers will be provided with full AC and power backup by Jacobs

Assume 100 CityIQ nodes

Clarence-Rockland GPON BOM

Network Component	Product	QTY
OLT	ISAM FX 16	2
OLT	ISAM FX 8	2
ONT	XS-0250X-A	3452 (incl. 132 spares)
Residential Gateway	WiFi Gateway G240W-E	3452 (incl. 132 spares)
Core Router	7750 SR-7	2
Switch	7210-SASx	2
Rack	Indoor rack for hosting ISAM and 7750	2 (or 4)
Outdoor Cabinet	Outdoor cabinet for hosting ISAM FX 8 (in Clarence Creek)	1
CityIQ	Current by GE CityIQ nodes	100
DC Rectifiers	Rectifiers for ISAM	2 locations
NFM-P	7750 Network Management (geo-redundant)	1
AMS	GPON Network management (geo-redundant)	1
Server	Server to host AMS	2
Server	Server to host NFM-P	2

Clarence-Rockland WiFi BOM

Network Component	Product	QTY
WLAN Controller Software	Nokia AirScale Wi-Fi Virtual Controller (HA)	2
Server+OS for WLAN Controller	Dell R640	4
AP - Access Point	AC400 (with integrated omni antenna)	42 (inc. 2 spares)
AP - Access Point	AC220 (with integrated omni antenna)	610 (inc. 24 spares)
Fiber-PoE converter	WOAA	651 + 100 (GE) (inc. 25 spares)
GPON SFP	Nokia G-010S-P GPON SFP	651 + 100 (GE) (inc. 25 spares)
Captive Portal/AAA	WaveSpot (HA)	2
Server+OS for Captive Portal/AAA	Dell R640	4
Firewall/DNS/DHCP	Fortinet FortiGate E500	2
Operator console	Windows PC	2

Clarence-Rockland

Nokia Services

Nokia Services:

- Installation, Design, Integration, Configuration of core elements: WLC, NPM VitalSuite, Fortinet Fortigate, NFM-P, AMS
- Assume city staff will install WiFi APs and CityIQ nodes on existing city street light poles, but Nokia will price the following support services:
 - Installation training (assume 8 staff)
 - custom set of deployment drawings/documentation (for city staff to use during installation)
- Product training for all network elements provided by Nokia including 3rd party (Fortinet, CityIQ, etc)
 - 4 network operators
 - 4 field maintenance
- Care services for 5 years
 - 60 days Repair & return
 - 8x5 emergency tech support
 - SSP
 - 3rd party maintenance (servers, PC, Fortinet Firewall, GE CityIQ, WaveSpot)

WiFi Specific :

- WiFi RF Design
- WiFi coverage testing for pilot area

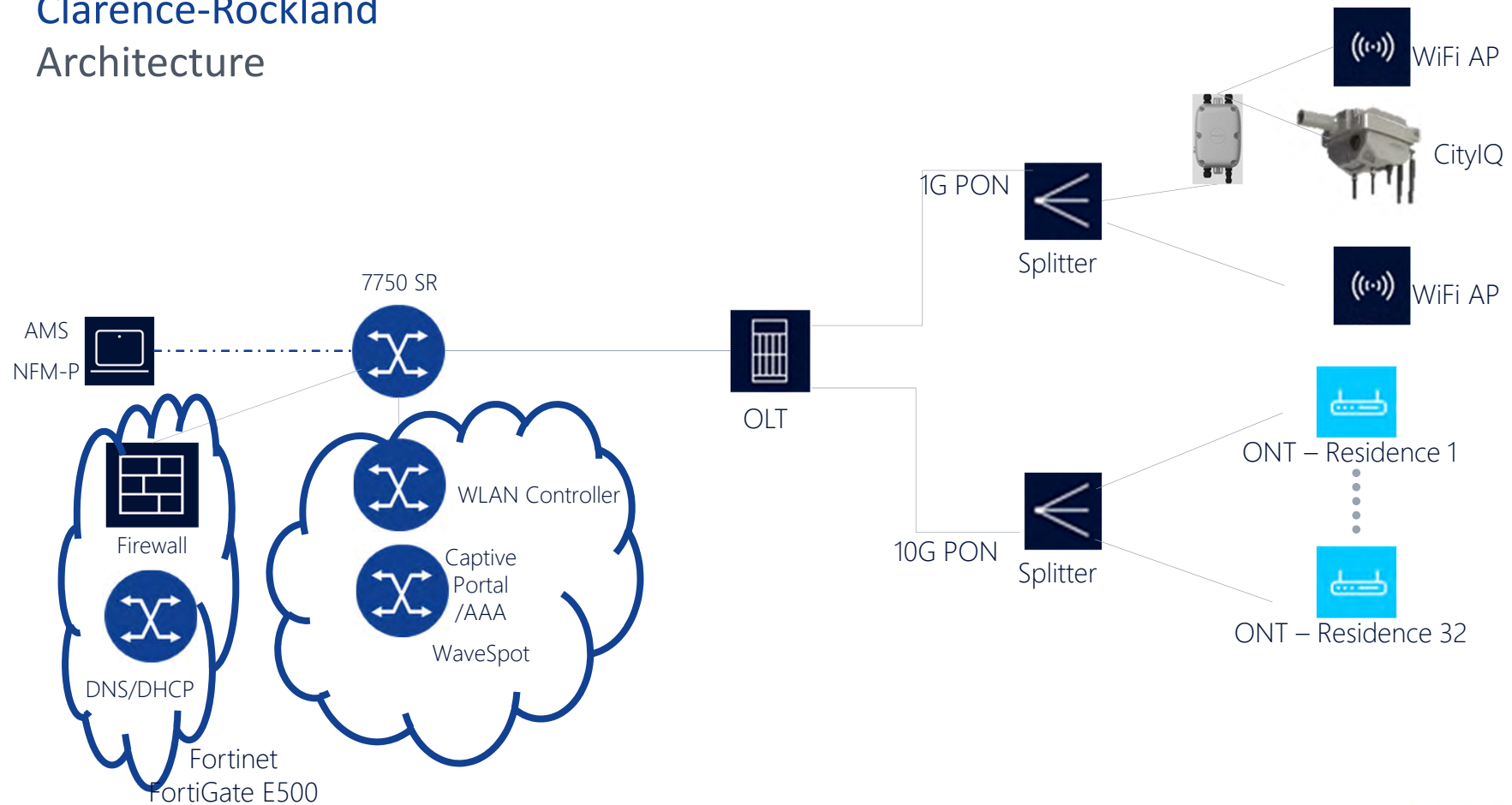


Architecture

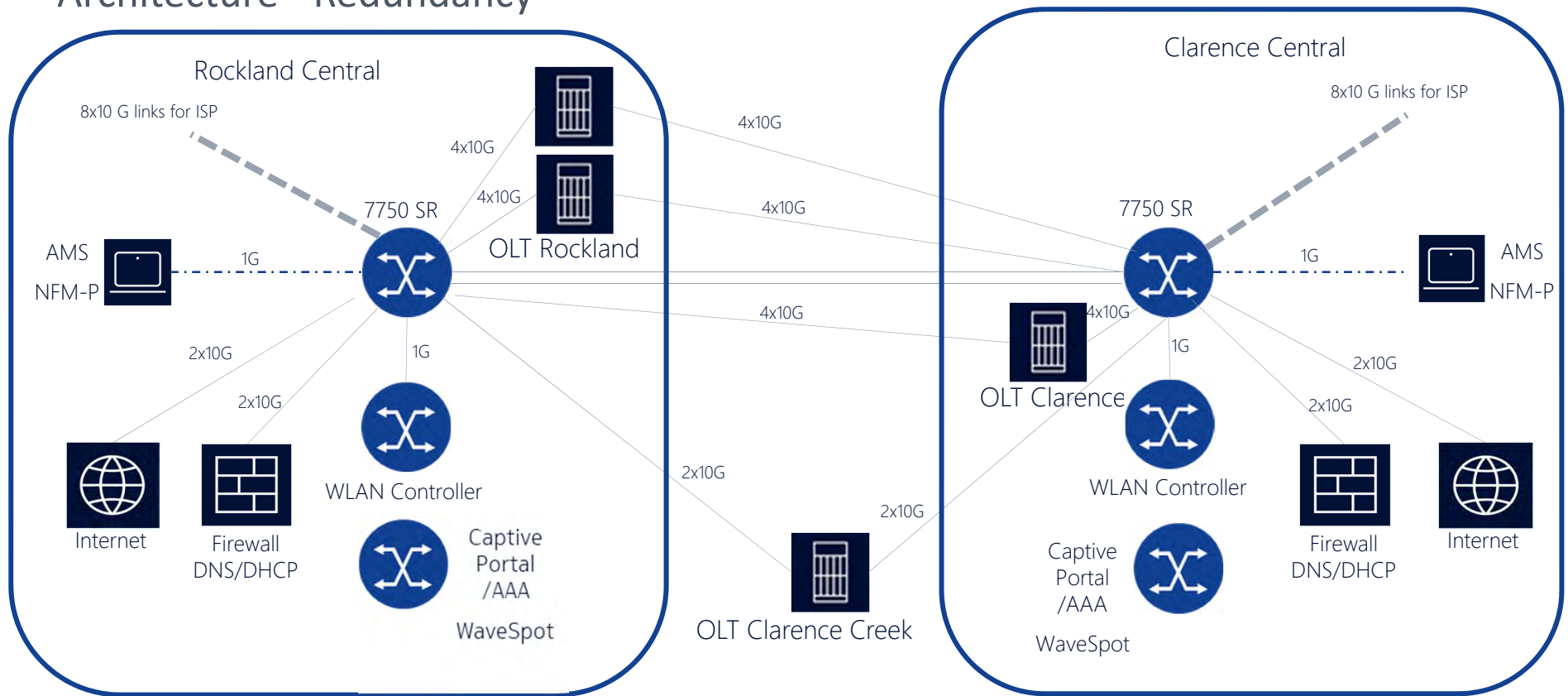
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Clarence-Rockland Architecture



Clarence-Rockland Architecture - Redundancy





Core / GPON

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Clarence-Rockland

Core Sites:

2 core sites to provide redundancy (likely 1 in Rockland other in Clarence)

Each core site shall include:

1 AMS geo-redundant

1 NFM-P geo-redundant

1 7750 + 1 7210

OLT FX 16

Wireless LAN Controller

Firewall/DNS/DHCP

Captive Portal/AAA

Administrative console (PC)

1 additional OLT site in Clarence Creek (because distance Rockland to Bourget is 25 km)

Clarence-Rockland GPON Residential

Rockland

10GPON to 5000 residences in Rockland

1G GPON to light poles with WiFi APs :440

1G GPON to light poles with City IQ Current by GE : 100

Clarence

10GPON to 2500 (approx.) residences

1G GPON to light poles with WiFi APs :56

Bourget + Clarence Creek + Hammond

10GPON to 800 (approx.) residences

1G GPON to light poles with WiFi APs : 130

Number of 10 ONT : assume 40% take rate on 8300 residences

For AP and GE nodes 1G SFP ONT will be used

Clarence-Rockland GPON Estimates

Rockland :

$5000/32/8 = 20$ 10GPON OLT cards

$440 + 100 \text{ (GE)} / 32 / 16 = 2$ GPON OLT card

Clarence :

$2500/32/8 = 10$ 10GPON OLT cards

$56 / 32 / 16 = 1$ GPON OLT card

Clarence Creek :

$800 / 32 / 8 = 4$ 10 GPON OLT cards

$130 / 32 / 16 = 1$ GPON OLT card

ONTs :

8300 @ 40% take rate = 3320



WiFi

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Clarence-Rockland – Community WiFi

Rockland, Clarence + hamlets

For WiFi assume mixed suburban/rural coverage: 180m, no inbuilding penetration...outdoor public areas only

AC400 4x4 MIMO AP in urban areas (Laurier St, Hwy 17 by Canadian Tire – est. 7 km of roadways)

AC220 2x2 MIMO AP in remaining areas

Rockland: 79km of roads -> 40x AC400, 400x AC220

Clarence: 10km of roads -> 56x AC220

Clarence Creek: 5km of roads -> 28x AC220

Bourget: 14km of roads -> 80x AC220

Hammond: 4km of roads -> 22x AC220

Total: 626 WiFi APs (40x AC400, 586x AC220)

2x WiFi LAN controllers at redundant CO/datacenter sites (one in Rockland, one in Clarence)

2x WaveSpot to provide Captive Portal and WiFi analytics

2x Fortinet Fortigate 500E at redundant CO/datacenter suites

2x operator console computers, one per CO/datacenter



Details about location

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BUSINESS CASE: Rockland Market (Phase 1)

Dense Areas – 60 Private Dwellings / km (Estimate)



Population and dwellings	
Population, 2016 ¹	12,302
Population, 2011 ¹	10,980 ¹
Population percentage change, 2011 to 2016	12.0
Total private dwellings ²	4,964
Private dwellings occupied by usual residents ³	4,873
Population density per square kilometre	1,785.4
Land area in square kilometres	6.89

<https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/details/page.cfm?Lang=E&Geo1=POPC&Code1=0719&Geo2=PR&Code2=35&Data=Count&SearchText=Rockland&SearchType=Begin&SearchPR=01&B1=All&GeoLevel=PR&GeoCode=0719&TABID=1>

BUSINESS CASE: Clarence-Rockland (Phase 2 – Hybrid Option)

26 Private Dwellings / km (Estimate)

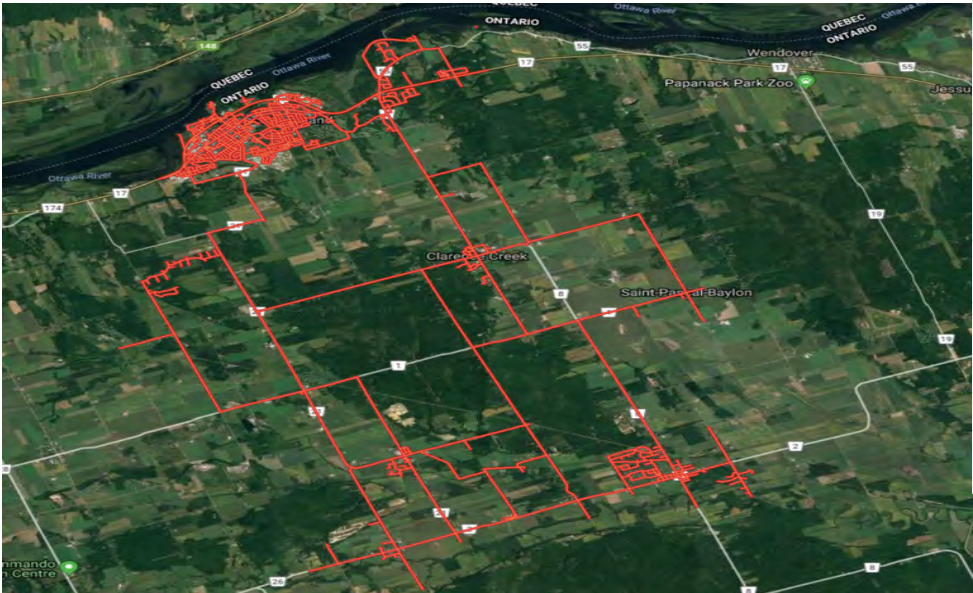


Population and dwellings	
Population, 2016 ¹	24,512
Population, 2011 ¹	23,185
Population percentage change, 2011 to 2016	5.7
Total private dwellings ²	9,537
Private dwellings occupied by usual residents ³	9,329
Population density per square kilometre	82.3
Land area in square kilometres	297.71

KMs of Selected Road = 250KM (~6,500 Dwellings)

<https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/details/page.cfm?lang=E&Geo1=CSD&Code1=3502036&Geo2=PR&Code2=35&Data=Count&SearchText=Clarence-Rockland&SearchType=Begin&SearchPR=01&B1=All&GeoLevel=PR&GeoCode=3502036&TABID=1>

BUSINESS CASE: Bourget



Population and dwellings	
Population, 2016 ¹	1,169
Population, 2011 ¹	1,080
Population percentage change, 2011 to 2016	8.2
Total private dwellings ²	440
Private dwellings occupied by usual residents ³	428
Population density per square kilometre	525.1
Land area in square kilometres	2.23

KMs of Selected Road = 14 KM

<https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/details/page.cfm?lang=E&Geo1=CSD&Code1=3502036&Geo2=PR&Code2=35&Data=Count&SearchText=Clarence-Rockland&SearchType=Begin&SearchPR=01&B1=All&GeoLevel=PR&GeoCode=3502036&TABID=1>



Products

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CityIQ

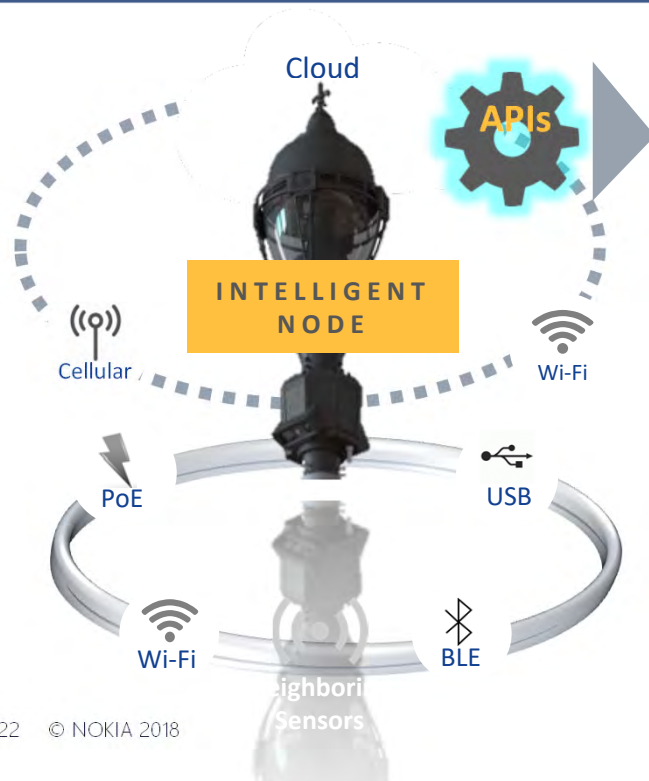
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ENABLING DIGITAL INFRASTRUCTURE WITH

CityIQ™ IoT Platform

Designed with Future-proofed City in Mind



REAL-TIME & HISTORICAL

Traffic
Parking
Pedestrian
Media
Environmental
Other

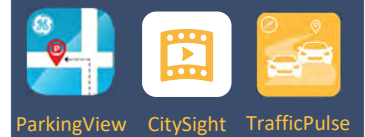
DEVELOPERS

Partners
SIs
Entrepreneurs
Incubators
High School
College
Hackathons
Etc.

APPLICATIONS



REFERENCE APPS



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STARTING WITH

Universal Intelligent Nodes for All Street Lights.

Multi-sensor Hub | Extensible thru OTA Upgrade | Sensor Fusion for Neighboring Devices



CityIQ™ Transforms Lighting Network into Ubiquitous Digital Infrastructure

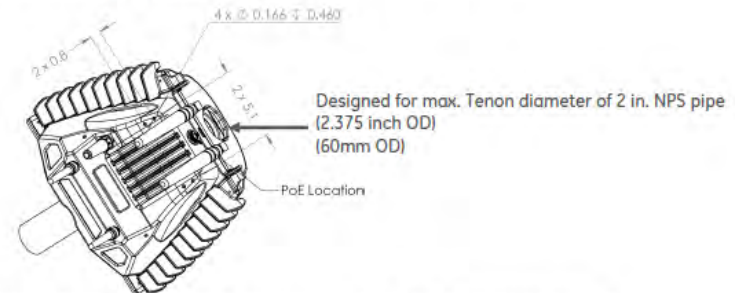
Universal Intelligent Node Specifications – Horizontal Node for Area or Roadway Light Poles



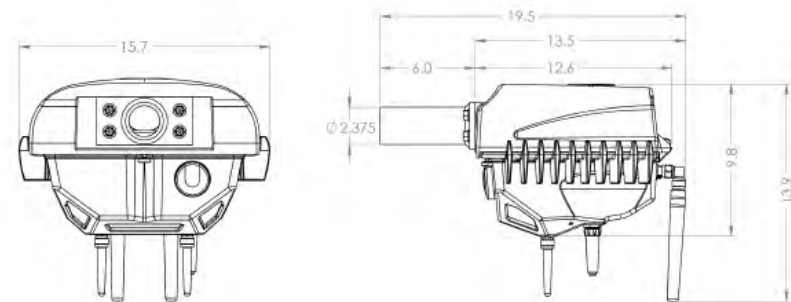
Mechanical

- CityIQ Node Weight: 30 lbs..
- Ingress Protection: IP65 lower housing compartment made in cast aluminum (includes all electronics and sensors)
- Vibration Rating*: Meets 3G vibration per ANSI C136.31-2010
- Max Weight of the Luminaire: 30 lbs.
- Luminaire Mounting: 2" slipfitter arm
- EPA: 1.00 ft² (0.093 m²)

*Tested at 2 in. NPS pipe



Standard Mounting Holes for Accessories (i.e. Wi-Fi access point)



Dimensional Drawing (all dimensions are in inches)

current
powered by GE
NOKIA



WiFi AP and Controller

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High performance Outdoor AP (4x4 MIMO, Wave-2)

AC400 - High performance Outdoor AP (4x4 MIMO, 802.11ac Wave-2)*

Specification	Details
Wi-Fi Access	802.11a/b/g/n/ac dual-band 4x4
Band Frequency	2.4GHz and 5GHz Operating in concurrent mode 2.4GHz: 2.4000GHz~2.4835GHz 5GHz: 5.150~5.250GHz,5.250~5.350GHz,5.470~5.725GHz,5.725~5.850GHz; 4.9425GHz~4.9825GHz
Output Power per chain	2.4GHz: 23dBm;5GHz: 23dBm
PoE	PoE++
Physical Size	Dimensions: 49/55/25cm x 24 cm x 6 cm; ≤3.5kg
Concurrent Clients	255 per radio
Backhaul	2x1 GigE port
Antenna	Configuration: 4 Tx / 4 Rx MIMO Internal dual-band integrated antenna or External antennas connected to 4 RP-SMA connectors
Operating temperature	-40°C to +65°C
Mounting	Wall & Pole mounting
USB	1x USB 3.0

Product Codes: WO4C



*Includes support for all 4 variants – external antenna, integrated omni antenna, integrated directional antenna and integrated small omni antenna (last one with Wi-Fi 17)

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High performance Outdoor AP (2x2 MIMO, Wave-2)

AC220 - High performance Outdoor AP (2x2 MIMO, 802.11ac Wave-2)

Specification	Details
Wi-Fi Access	802.11a/b/g/n/ac dual-band 2x2
Band Frequency	2.4GHz and 5GHz Operating in concurrent mode 2.4GHz: 2.4000GHz~2.4835GHz 5GHz: 5.150~5.250, 5.250~5.350, 5.470~5.725, 5.725~5.850 GHz
Output Power per chain	2.4GHz: 23dBm;5GHz: 23dBm
PoE	802.3af PoE
Physical Size	Dimensions: 260(L)x140(W)x71mm(H)
Concurrent Clients	512 per AP
Backhaul	1x1 GigE port
Antenna	Configuration: 2 Tx / 2 Rx MIMO Internal dual-band integrated antenna or External antennas connected to 2 RP-SMA connectors
Operating temperature	-45°C to +65°C
Mounting	Wall & Pole mounting
USB	1x USB 2.0 (reserved)

Product Codes: WO2B\WO2C\WO2D

Rear view WO2B\WO2D



Rear view WO2C



Front view
WO2B\WO2C\WO2D



*Includes support for 3 variants – external antenna, integrated directional antenna and integrated small omni antenna

Nokia AirScale Wi-Fi Virtual Controller

Feature highlights

- Entry level, Cost effective, Distributed, Wi-Fi Virtual controller VNF deployable on any x86 (VT Enabled) based COTS HW
- Supports VMware ESXi based platform
- Flexible deployment options with Optimized resource footprint
- Single highly available virtual controller instance supports up to 10,000 Nokia AirScale APs from Wi-Fi 18A
- Flexible scaling as per expansion plan –
 - Option 1 – provisioning of [0-500] AP's supported.
 - Option 2 – provisioning of [500-2000] AP's supported.
 - Option 3 – provisioning of [2000 – 10,000] AP's supported.



Nokia AirScale Wi-Fi Power and backhaul Options

Auxiliary Power Module *

Power & Backhaul options



- Power options:
 - AC,
 - DC,
 - power over Cable or Fiber
- Backhaul options:
 - 1000Base-BX-D,
 - 1000Base-BX-U,
 - 1000Base-LX,
 - Nokia G-010S-P GPON SFP, SFP+
- 1 x GE with PoE++
- Opt: 1 x GE with PoE+



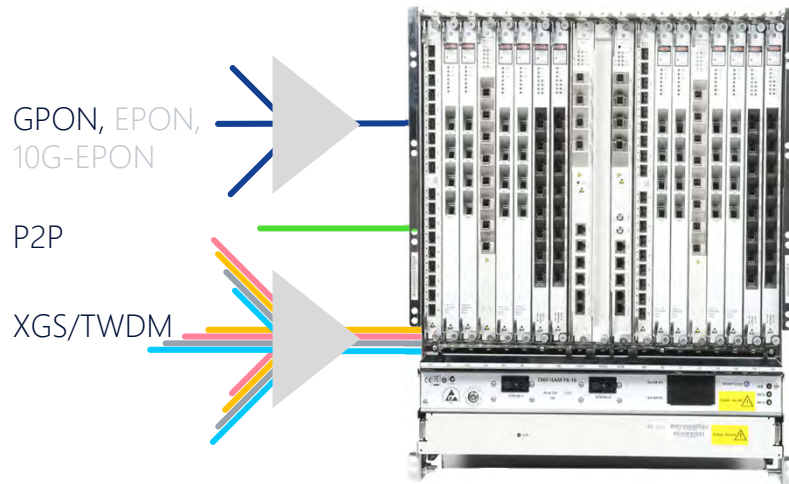
GPON OLT / ONT / Gateway

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Nokia's universal next generation PON platform

7360 ISAM FX-16



7360 ISAM FX-8



7360 ISAM FX-4



7362 ISAM SF-8



7362 ISAM DF-16



From **GPON** to **10G PON** without fork-lift

Universal approach for the right service at the right cost

10Gb/s Symmetrical services

TWDM wavelengths mobility

Market leading **capacity**:
10 Tb/s total
2.5Tb/s switching
360 Gb/s uplink

Different form factors for deployment flexibility and **cost-efficiency**

ALP-117 FX-8 Equipped Cabinets

- Houses 7360 FX-8 shelf
- 1,450W Heat Exchangers
- 53" Tall, 42" Wide, 25" Deep
- 67" Tall with battery riser
- Estimated weight 315 lbs
- Pad Mount or pole mount



10 G ONT XS-250-X

The Nokia Intelligent Services Access Manager (ISAM) Optical Network Terminal (ONT) XS-250X-A with one 1/10 Gigabit Ethernet (GigE), four GigE, and two plain old telephone service (POTS) ports is part of the industry-leading Nokia 7368 ISAM ONT product family and is compatible with the Nokia 7360 ISAM fiber to the x (FTTx) product line. It is designed to deliver triple play services in a fiber to the home (FTTH) environment to single family units (SFUs) where multiple Ethernet and voice ports are required. The Nokia ONT terminates the 10 G symmetrical Passive Optical Network (XGS PON) fiber interface that is compliant with a Full Service Access Network (FSAN).

The Nokia 7368 ISAM ONT XS-250X-A is designed for small businesses and residential customers. This ONT offers data, voice and video services to the subscriber through FTTH or fiber to the premises (FTTP) applications. The XS-250X-A is a temperature-hardened ONT for outdoor and indoor deployments. For outdoor deployment, the XS-250X-A should be mounted in a Nokia universal SFU ONT enclosure.

The ONT XS-250X-A is compliant with ITU-T G.9807.1, supporting a line rate of 10 Gb/s downstream and 10 Gb/s upstream. With XGS PON as the uplink interface, the ONT XS-250X-A supports standard triple play services: voice, video and high-speed internet access to support home networking. Compliant with the standard optical



network unit (ONU) management and control interface (OMCI) definition, the ONT XS-250X-A can be managed from a remote site using application management services (AMS) and supports the full range of fault, configuration, accounting, performance, and security (FCAPS) functions.

Nokia WiFi premium gateway and beacon



Residential Gateway



WiFi Gateway G240W-E

GPON

Line rate: 2.488 Gb/s downstream, 1.244 Gb/s upstream

- GPON Encapsulation Method (GEM) mode support for IP/Ethernet service traffic support
- ITU-T G.984.3-compliant dynamic bandwidth report (DBR)
- ITU-T G.984.3-compliant Advanced Encryption Standard (AES) in downstream
- ITU-T G.984.3-compliant forward error correction (FEC)
- ITU-T G.988 Appendix 1 and Appendix 2 OMCI

Ethernet interfaces

- Four 10/100/1000Base-T interfaces with RJ-45 connectors for LAN side

WLAN interfaces

- Supports 3x3 802.11b/g/n 2.4 GHz wireless LAN (WLAN) interface
- Supports 4x4 802.11ac 5 GHz WLAN interface with multi-user multiple input, multiple output (MU-MIMO)
- Maximum effective isotropic radiated power (EIRP) on 2.4 GHz up to 500 mW and 5 GHz up to 1 W
- 64-bit and 128-bit Wired Equivalent Privacy (WEP) support
- Wi-Fi Protected Access (WPA) support including Pre-Shared Key (WPA-PSK) and WPA2
- Media access control (MAC) filters

Router mode

- IPv4 and IPv6 connectivity: Dual stack and DS Lite, stateless and stateful auto-configuration, DHCPv6 prefix delegation
- Point-to-Point Protocol over Ethernet (PPPoE) and IP over Ethernet (IPoE)
- Network Address Translation (NAT), port forwarding, demilitarized zone (DMZ) and firewall
- Dynamic Host Configuration Protocol (DHCP), domain name system (DNS) proxy and dynamic domain name system (DDNS)
- Internet Group Management Protocol (IGMP) v2/ v3 proxy/Multicast Listener Discovery (MLD) proxy
- Virtual private network (VPN) pass-through for Point-to-Point Tunneling Protocol (PPTP), Layer 2 Tunneling Protocol (L2TP) and IPSec
- Flexible video delivery options over Ethernet or wireless
- TR-069 for remote management

POTS

- Two FXS ports for voice over IP (VoIP) service with RJ-11 connectors
- Multiple codecs: ITU-T G.711, ITU-T G.729 (A and B)
- Session Initiation Protocol (SIP) (RFC 3261)
- ITU-T G.168 echo cancellation
- Services: caller ID, call waiting, call hold, 3-way call, call transfer, message waiting indication
- Maximum 5 ringer equivalency numbers (RENs) per line

*Partial list full list of features in datasheet.

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Network Management - GPON

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5520 Access Management System Overview

Adapting to your organization

- Same management for GPON, DSL and Ethernet access
- Scalability, from small to large network deployments
- Support for new network-element releases with hot-pluggable modules
- Ability to host GUIs on individual PCs or centralized "presentation" servers
- Extendable with value added applications
- Authenticating using local or corporate DB (RADIUS/LDAP)
- Full set of high availability solutions (act-stby, act-act, hot stby, geo redundancy)
- Full Virtualization support

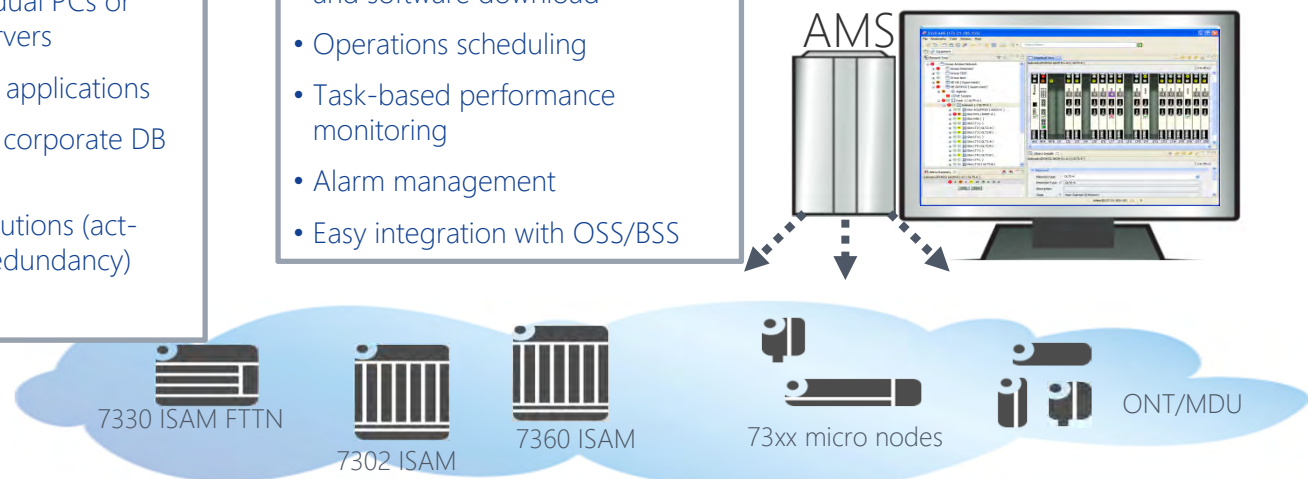
Optimizing your operations

- Rich set of functionality simplifies operations and increases efficiency
- Equipment profile and configuration templates
- Network-element backup, restore and software download
- Operations scheduling
- Task-based performance monitoring
- Alarm management
- Easy integration with OSS/BSS

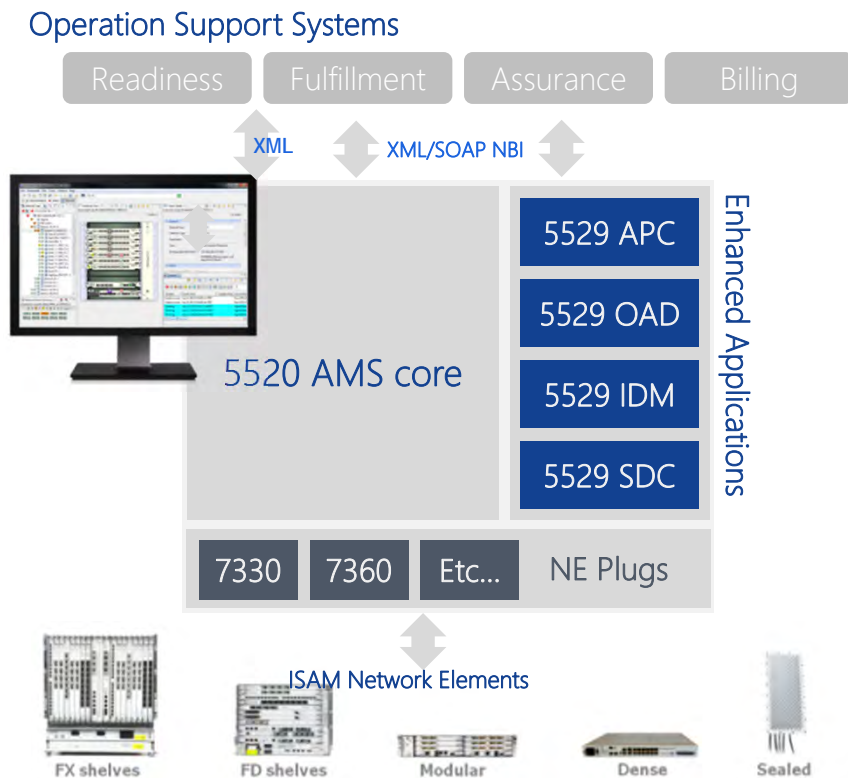
Nokia 5520 AMS is based on Java™ technology

Runs on standard x86 based hardware

Integrated management of all new-generation access network elements



5520 Access Management System (AMS)



Element Management for the ISAM portfolio

Configuration, inventory, alarm, performance and software management

Intuitive GUI reduces learning curve

Plug-and-play XML/SOAP-based OSS interfaces

Scalability, from very small to very large networks

5529 enhanced applications

Access Provisioning Center (APC)

Use service templates to accurately provision new services

OSS Alarm Dispatcher (OAD)

Manage all alarms in your access network

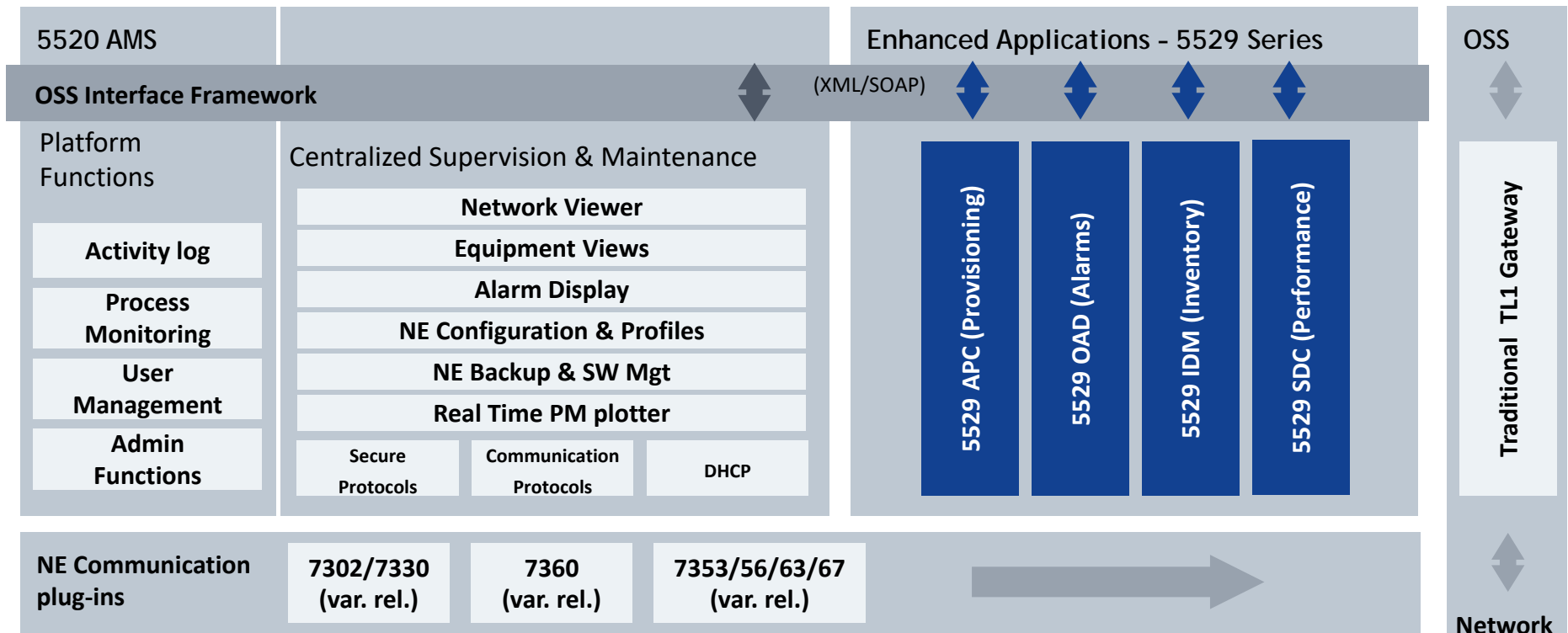
Inventory Data Manager (IDM)

Maintain an up to date data base of all NEs, line cards etc..

Statistics and Data Collector (SDC)

Efficiently collect data from all access NEs

5520 Access Management System Architecture



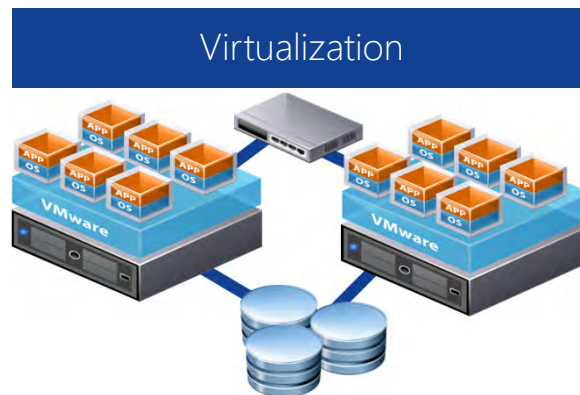
5520 Access Management System Redundancy

Local Redundancy

- High availability through local redundancy (clustering), load balancing, distribution of functionality across multiple server nodes
- Allows performance improvements and scalability up to 300 concurrent users, 8M ports, 50 000 NEs per cluster

Geographical Redundancy

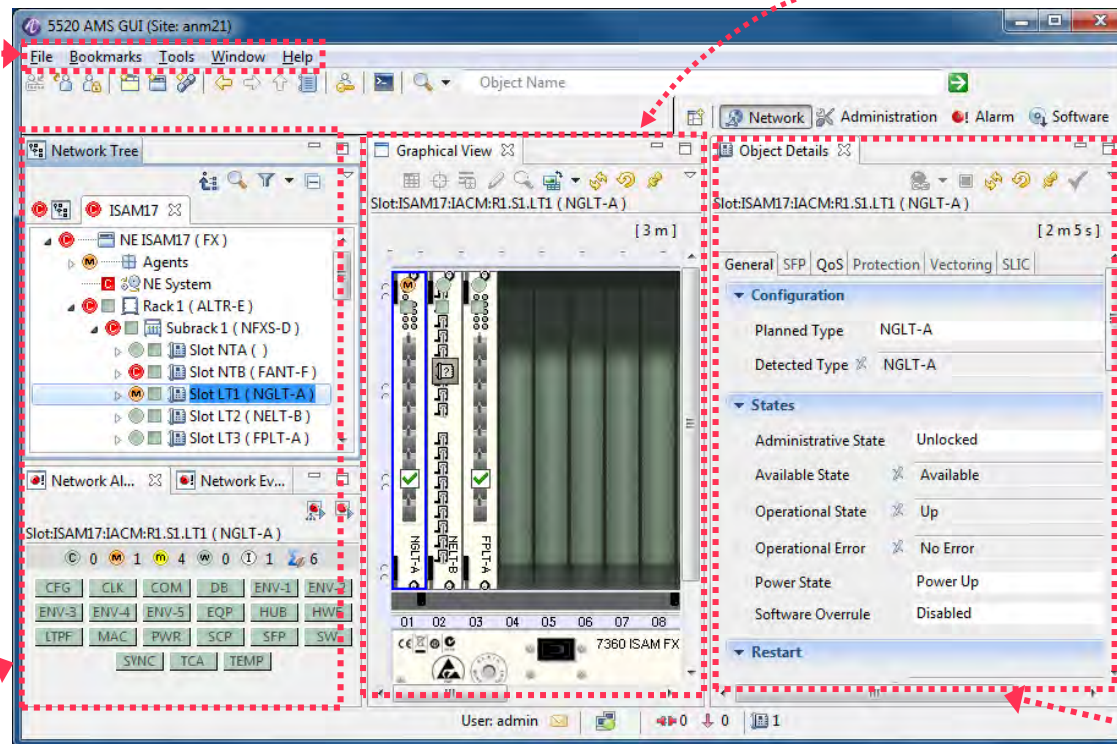
- Redundancy across a wide-area network supports disaster recovery
- Warm-standby capability (applications are not running concurrently at both sites)
- Continuous synchronization of data between geographical sites



5520 AMS GUI Overview

Simple, short menu list to avoid losing a user's patience by hunting through big menus

Comprehensive object tree allowing navigation to the deepest levels of the network while providing simultaneous access to alarm status



Clear graphical visualization of all elements of Access Network, displaying key status information – easily switchable to tabular format

Object details window enables viewing and editing from the same window with no need to access complex menu structures

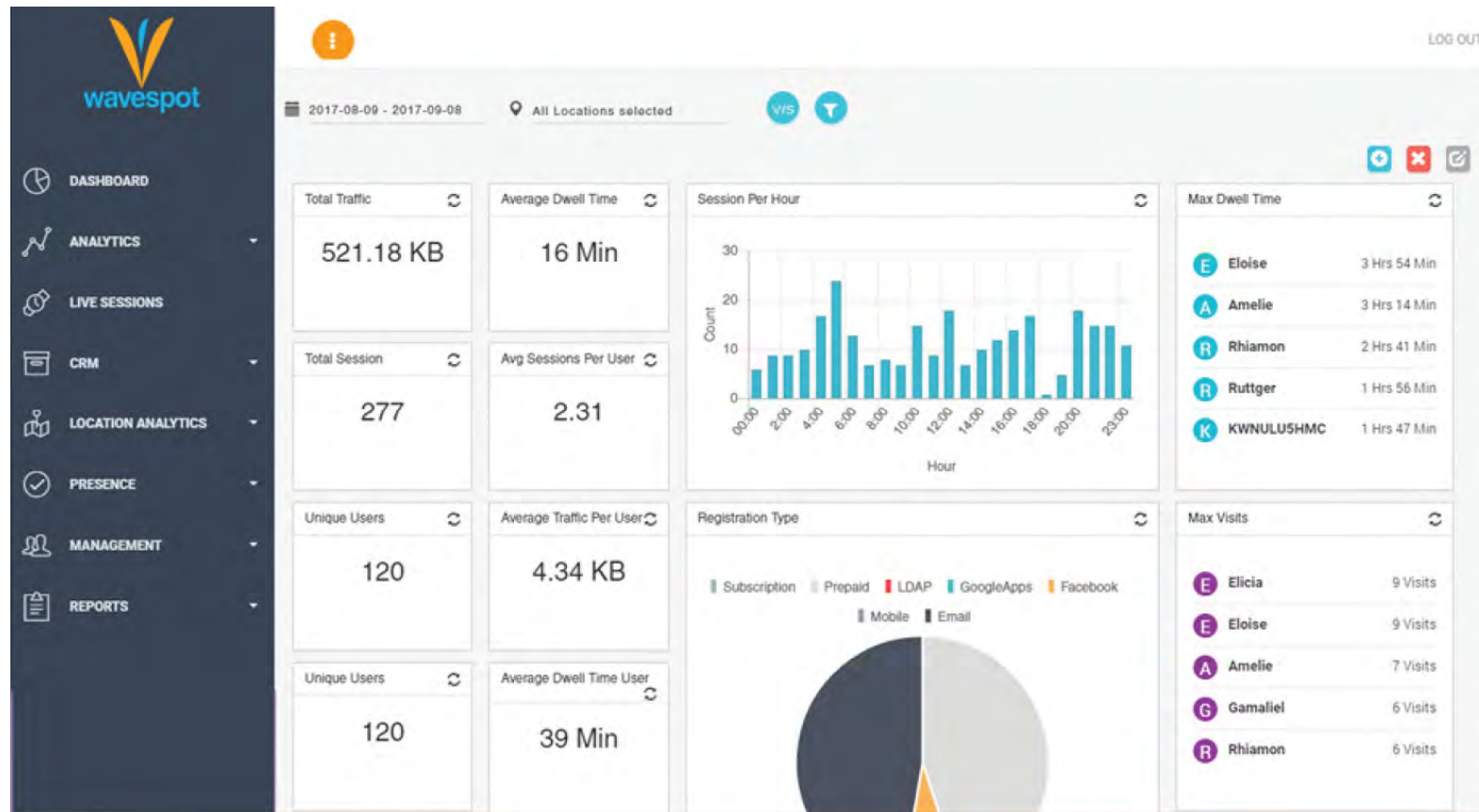


Captive Portal / AAA

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WaveSpot Captive Portal/AAA



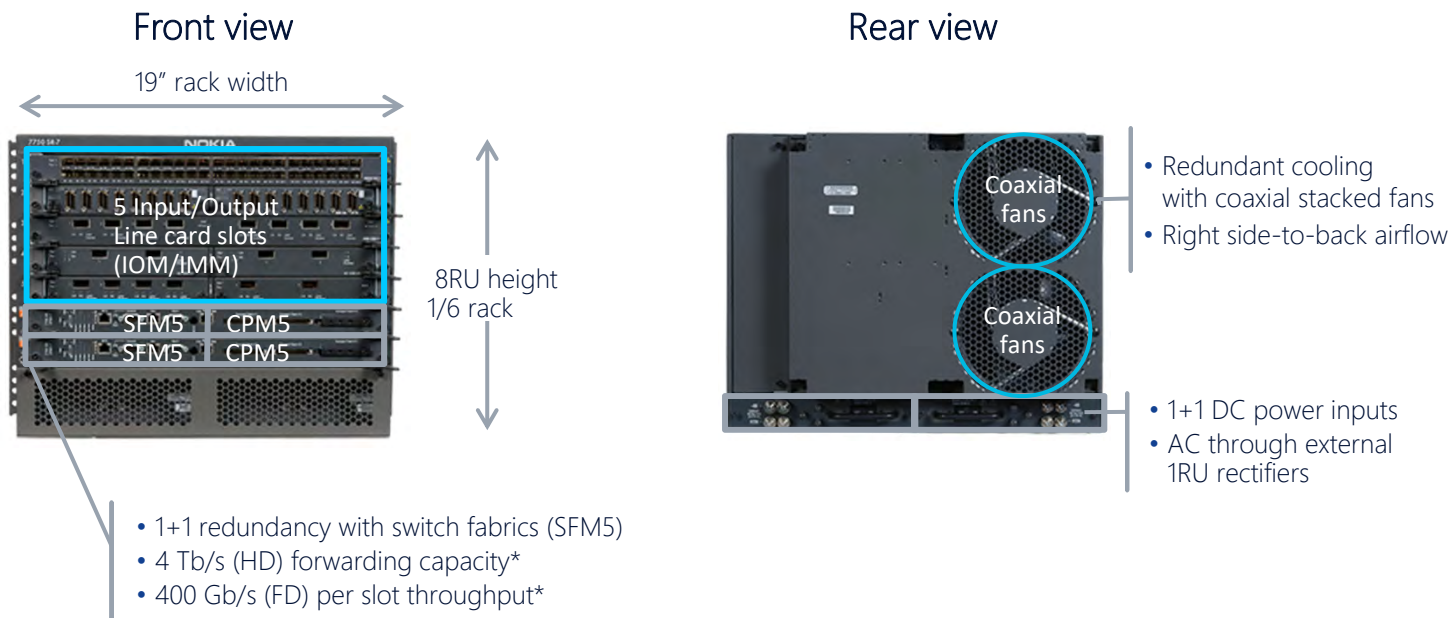


7750 Service Router and 7210 SAS

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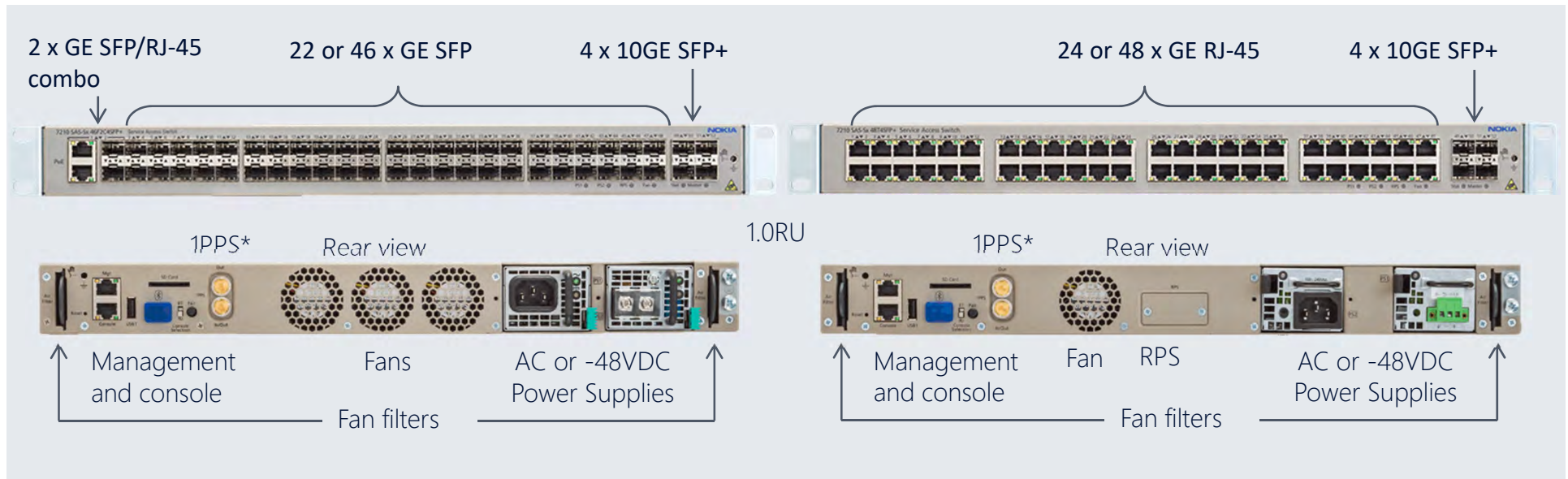
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7750 SR-7: Chassis overview



Note: * For availability and timelines, contact Nokia

7210 SAS-Sx 1/10GE



- Side-to-back airflow with fixed fans & replaceable fan filters
- Two modular rear power supplies with RPS connector

- 0 to 50°C operation
- ITU-T Sync-E today, IEEE1588 future
- Fully NEBS compliant

*future software deliverable



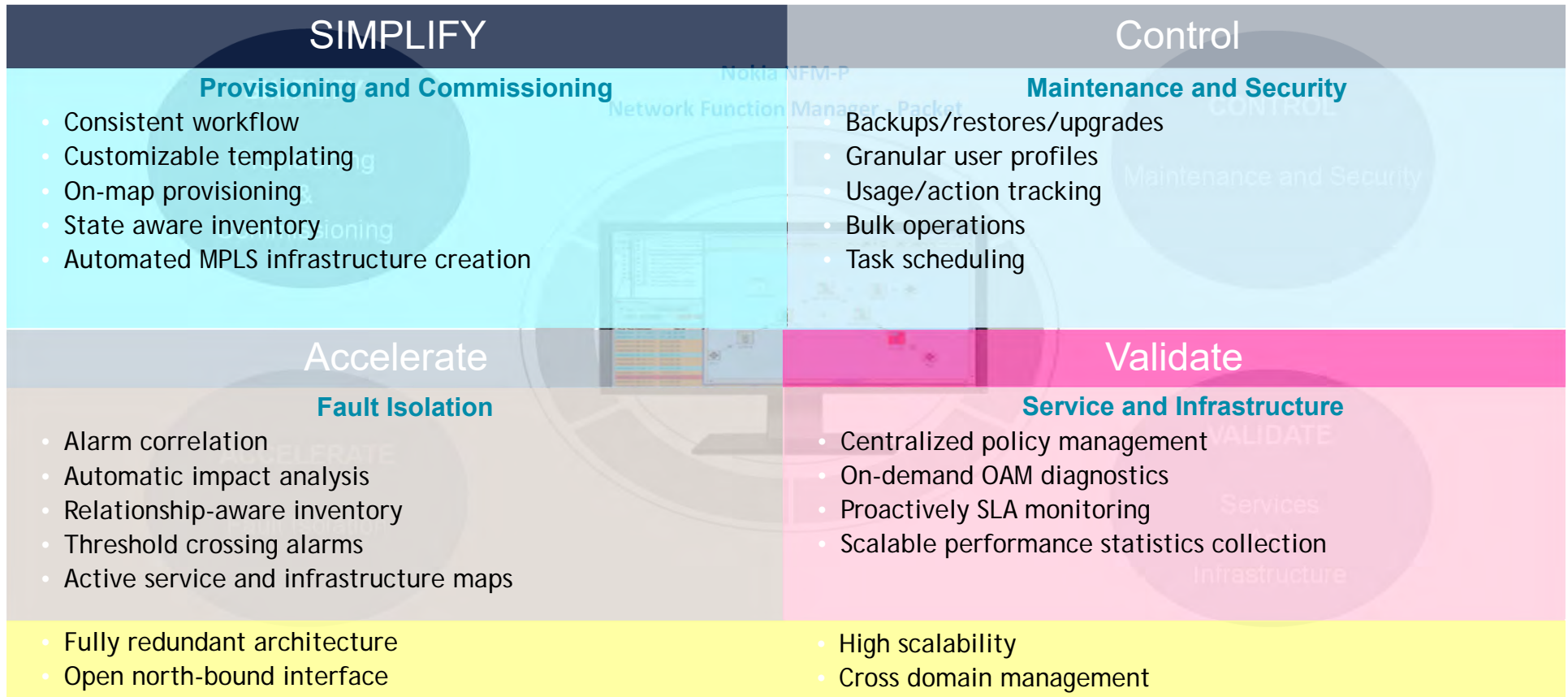
NFM-P Network Management

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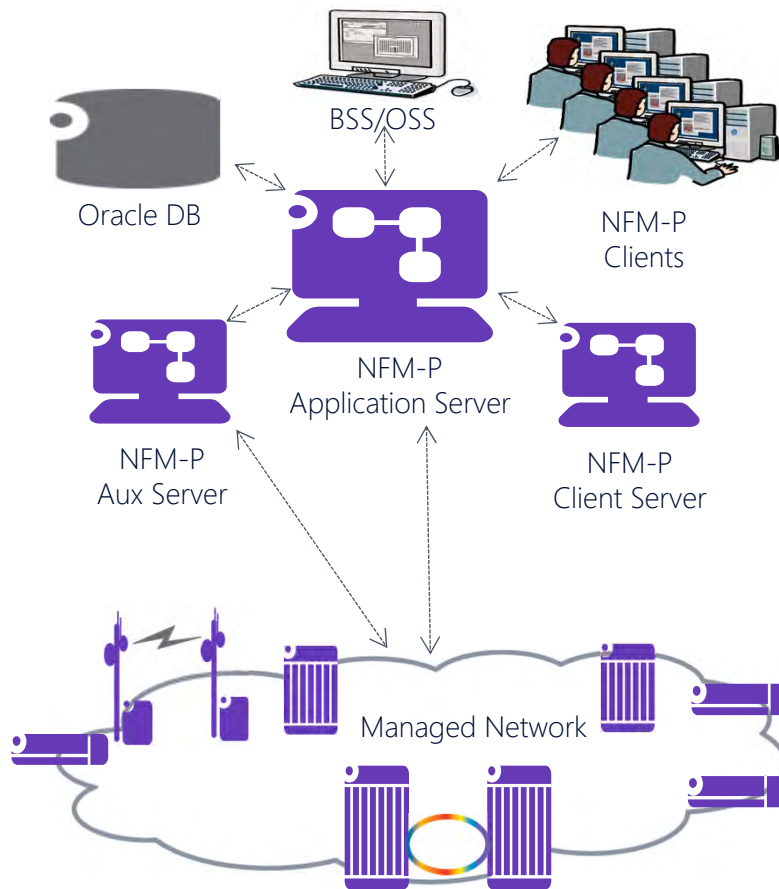
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Network Function Manager - Packet (NFM-P)

INTEGRATED ELEMENT + NETWORK + SERVICE MANAGEMENT IN ONE PLATFORM



NFM-P Architecture



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Platform

- Red Hat Enterprise Linux 7
- Embedded Oracle 11 db
- Approved for HP x86 based workstations
- Virtualization supported using both VMware vSphere ESXi and RHEL KVM

Fully Integrated Components

- NFM-P Server
 - Collocated application and database
 - Optional Distributed application and database on 2 servers
- NFM-P OSS Interface
 - XML/JMS connections to service provider OSSes
- NFM-P Client
 - Java thin client on operator PCs/Solaris workstations
- Optional NFM-P Delegate Client Server
 - Citrix host for NFM-P Client (30 clients per server)
- Optional NFM-P Auxiliary Server
 - Increased Statistics Collection Capacity

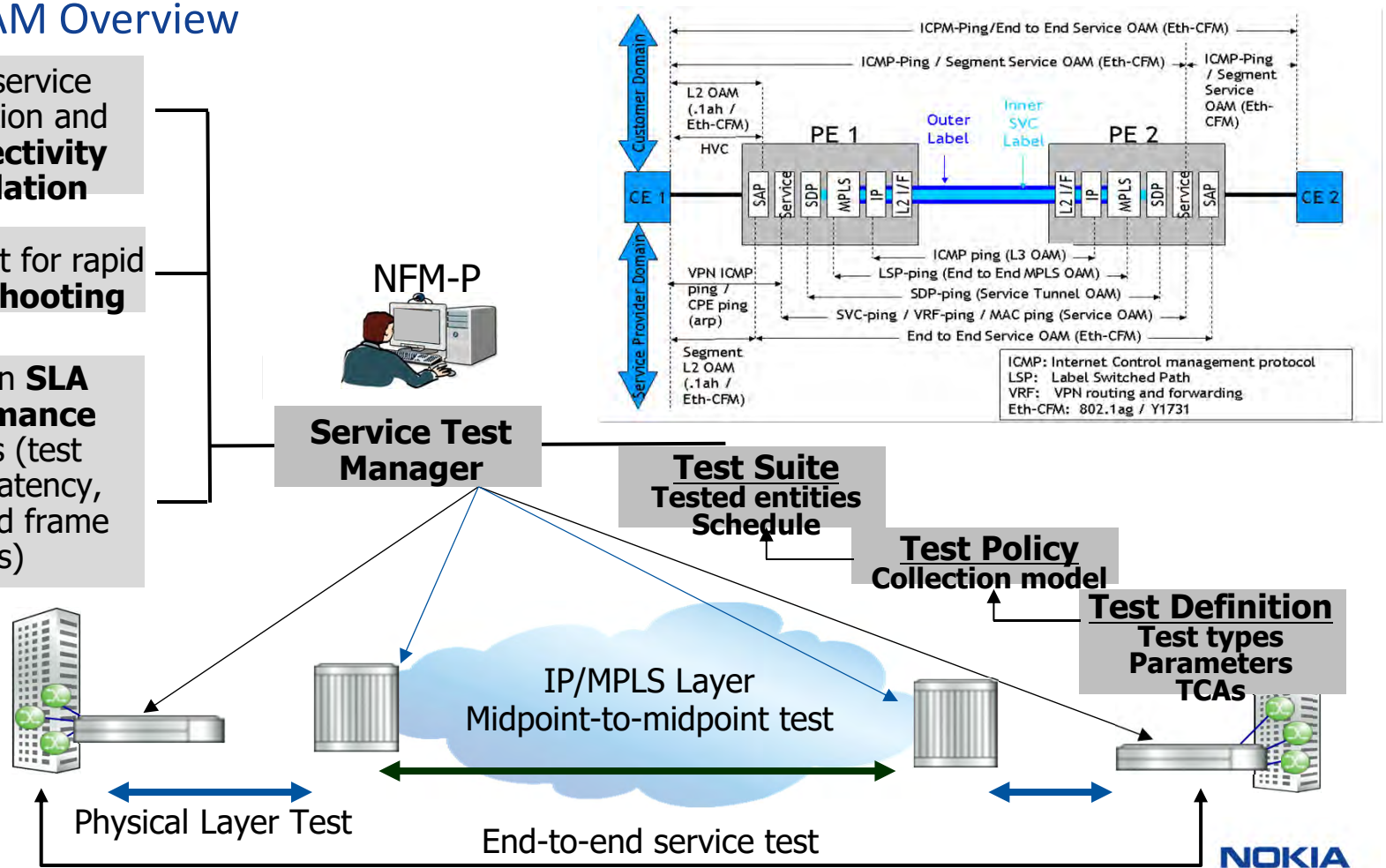
Redundancy

- Optional Full Redundancy
 - NFM-P Server
 - NFM-P DB Server for Distributed Deployments
 - NFM-P Auxiliary Server

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NFM-P OAM Overview

- 1 Fast service activation and **connectivity validation**
- 2 OAM toolkit for rapid **troubleshooting**
- 3 Maintain **SLA performance** metrics (test service latency, jitter, and frame loss)



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