



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

December 2, 2019, 7:15 pm

Council Chambers

415 rue Lemay Street, Clarence Creek, Ont.

Pages

1. Opening of the meeting
2. Prayer 1
3. Adoption of the agenda
4. Disclosure of pecuniary interests 3
5. Closed Meeting
6. Closed Meeting report
7. Announcements
8. Comment/Question Period

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

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

At no time shall this question period be taken by members of the audience to make speeches or accusations.
9. Council Members' Items
 - 9.1 Members' Resolution presented by Mayor Guy Desjardins and seconded by Councillor Christian Simard in regard to single use water bottles

10. Consent Items

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

10.1 Adoption of the minutes of the following meetings:

- | | | |
|----|--|----|
| a. | Regular meeting - November 18, 2019 | 5 |
| b. | Committee of the Whole - November 18, 2019 | 21 |

10.2 Receipt of the minutes of the following meetings:

- | | | |
|----|---|----|
| a. | Public Library Board - July 9, 2019 | 35 |
| b. | Public Library Board - September 17, 2019 | 41 |
| c. | Public Library Board - October 8, 2019 | 45 |

10.3 The following recommendations from Committee of the Whole of November 18, 2019

- | | | |
|----|--|----|
| a. | Resolution to approve the consultant Services to Manage Snow Dump Facility Project | 49 |
| b. | Resolution to reimburse building permit fees to Mrs. Joanne Butler | 53 |

10.4	Resolution to authorize the write-off of 11 accounts receivable	55
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10.5	Resolution to hire Ashley Versolato as a full-time certified educator for daycares	59
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10.6	Resolution to hire Marie Jenny Toussaint Laphargue as a full-time certified educator for daycares	73
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10.7	Resolution to approve additional funding for the construction of Wastewater Treatment Plant upgrades	87
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10.8	Resolution to distribute the UCPR grant to the community activities	93
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11. Committee/Staff Reports

11.1	Community Improvement Project Area modification	95
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12. By-laws

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

12.1	2019-85 - to adopt the Development Charges	101
12.2	2019-107 - to authorize the borrowing upon amortizing debentures (20 years)	135
12.3	2019-108 - to authorize the borrowing upon amortizing debentures (15 years)	169
12.4	2019-110 - to change a street name – Maxime Court, Cheney	197
12.5	2019-111 - to amend the agreement with CIHA	207
12.6	2019-112 - Borrowing By-Law for current expenditures 2020	233
13.	Confirmatory By-law	237
14.	Adjournment	



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

le 2 décembre 2019, 19 h 15

Salle du Conseil

415 rue Lemay Street, Clarence Creek, Ont.

Pages

1. Ouverture de la réunion
2. Prière 1
3. Adoption de l'ordre du jour
4. Déclarations d'intérêts pécuniaires 3
5. Réunion à huis clos
6. Rapport de la réunion à huis clos
7. Annonces
8. Période de Questions/Commentaires

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

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

En aucun cas, cette période de questions/ commentaires ne peut être utilisée par les membres du public pour faire des discours ou porter des accusations.
9. Items des membres du Conseil
 - 9.1 Résolution de membre présentée par le maire Guy Desjardins et appuyé par le conseiller Christian Simard concernant l'utilisation des bouteilles d'eau à usage unique

10. Items par consentement

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

10.1 Adoption des procès-verbaux des réunions suivantes:

- | | | |
|----|--------------------------------------|----|
| a. | Réunion régulière - 18 novembre 2019 | 5 |
| b. | Comité plénier - 18 novembre 2019 | 21 |

10.2 Réception des procès-verbaux des réunions suivantes:

- | | | |
|----|---|----|
| a. | Comité d'administration de la bibliothèque publique - 9 juillet 2019 | 35 |
| b. | Comité d'administration de la bibliothèque publique - 17 septembre 2019 | 41 |
| c. | Comité d'administration de la bibliothèque publique - 8 octobre 2019 | 45 |

10.3 Les recommandations suivantes du comité plénier du 18 novembre 2019

- | | | |
|----|---|----|
| a. | Résolution pour approuver les services de consultation pour la gestion de projet de l'installation du dépôt à neige | 49 |
| b. | Résolution pour rembourser les frais de permis de construction de Mme Joanne Butler | 53 |

10.4 Résolution pour autoriser la radiation de 11 comptes clients

55

10.5 Résolution pour embaucher Ashley Versolato à titre d'éducatrice diplômée temps plein pour les garderies

59

10.6 Résolution pour embaucher Marie Jenny Toussaint Laphargue à titre d'éducatrice diplômée temps plein pour les garderies

73

10.7 Résolution pour approuver des fonds additionnels pour la construction de la modernisation de l'usine de traitement des eaux usées

87

10.8 Résolution pour faire la distribution de l'octroi des CUPR aux activités communautaires

93

11.	Rapports des Comités/Services	
11.1	Modification à un projet de zone d'amélioration communautaire	95
12.	Règlements municipaux	
	Les règlements énumérés dans cette section de l'ordre du jour seront sujet à être considéré pour approbation sous une résolution qui n'est pas sujette au débat et non-modifiable. Si un membre du conseil désire engager une discussion ou un débat par rapport à un de ces règlements, il/elle doit demander que l'item soit considéré séparément avant que le vote ait lieu.	
12.1	2019-85 - pour adopter les redevances d'aménagement	101
12.2	2019-107 - pour autoriser l'emprunt sur débentures amortissables (20 ans)	135
12.3	2019-108 - pour autoriser l'emprunt sur débentures amortissables (15 ans)	169
12.4	2019-110 - pour changer un nom de rue – Cour Maxime, Cheney	197
12.5	2019-111 - pour amender l'entente avec le CIHA	207
12.6	2019-112 - Règlement d'emprunt pour les dépenses courantes 2020	233
13.	Règlement de confirmation	237
14.	Ajournement	

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

Notre Père

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

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

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

May your name be glorified through our efforts.
Amen



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).



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

November 18, 2019
Council Chambers
415 rue Lemay Street, Clarence Creek, Ont.

PRESENT: Guy Desjardins, Mayor
Samuel Cardarelli, Councillor Ward 1
Mario Zanth, Councillor Ward 2
Don Bouchard, Councillor Ward 4
André J. Lalonde, Councillor Ward 5
Christian Simard, Councillor Ward 6
Michel Levert, Councillor Ward 7
Diane Choinière, Councillor Ward 8
Helen Collier, Chief Administrative Officer
Maryse St-Pierre, Deputy Clerk

ABSENT: Carl Grimard, Councillor Ward 3

1. Opening of the meeting

Mayor Desjardins calls the meeting to order at 6:34 pm.

2. Prayer

Councillor Mario Zanth recites the prayer.

3. Adoption of the agenda

RESOLUTION 2019-209

Moved by Mario Zanth

Seconded by Diane Choinière

BE IT RESOLVED THAT the agenda be adopted as presented.

CARRIED

4. Disclosure of pecuniary interests (none)

5. Closed Meeting

RESOLUTION 2019-210**Moved by** Michel Levert**Seconded by** Mario Zanth

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

5.1. Closed meeting minutes of October 22, 2019, and October 28, 2019

5.2. Human Resources matter

CARRIED

Members of Council move to the conference room adjacent to the Council Chambers at 6:36 pm and return to the Council Chambers at 7:04 pm.

RESOLUTION 2019-211**Moved by** Mario Zanth**Seconded by** Samuel Cardarelli

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

CARRIED**6. Closed Meeting report**

Mayor Desjardins informs the members of the public that Council discussed some matters in closed session and that directives were given to staff.

7. Announcements

Councillor Diane Choinière announces that the Bourget Optimist Club Christmas brunch will be held this Sunday at the Bourget Community Centre, between 9:00 am to noon.

Mayor Desjardins explains that the Evening of Sharing went well and that many people attended the event.

Mayor Desjardins announces that the Christmas Parade will be held on Sunday at 4:00 pm.

8. Comment/Question Period (none)**9. Council Members' Items (none)****10. Consent Items**

RESOLUTION 2019-212**Moved by** Michel Levert**Seconded by** Don Bouchard

BE IT RESOLVED THAT the following items, as identified under the consent items category on the regular meeting agenda of November 18, 2019, be adopted:

- 10.1. Adoption of the minutes of the following meetings:
 - a. Committee of the Whole - October 22, 2019
 - b. Regular meeting - October 28, 2019
 - c. Committee of the Whole - October 28, 2019
 - d. Budget meeting - November 5, 2019
 - e. Budget meeting - November 6, 2019
 - f. Budget meeting - November 7, 2019
- 10.2. Receipt of the minutes of the following meetings:
 - a. Committee of Adjustment - September 25, 2019
- 10.3. The following recommendations from Committee of the Whole of October 28, 2019
 - a. Resolution to approve a project change at the Ronald Lalonde Community Centre
 - b. Resolution to convene a special meeting on January 15, 2020 to start the consultation process for the 5-year review of the Official Plan of the Urban Area
 - c. Resolution to adopt the 2020 Meetings Calendar
- 10.4. Resolution to appoint a member to the Environment Advisory Committee
- 10.5. Resolution to adopt the salaries paid from September 22, 2019, to November 2, 2019, in the gross amount of \$1,319,645.38 and net amount of \$935,596.94
- 10.6. Resolution to adopt the tax reductions in the amount of \$1,548.46 City's share, being applications under sections 357 & 358 of the Municipal Act

CARRIED

Text of the resolutions as adopted by consent under Resolution 2019-212

10.3a. WHEREAS the municipal council approved an amount of \$ 25,000 during the 2019 budget process to prepare plans and specifications for a new HVAC system at the Ronald Lalonde Community Center; and

WHEREAS following an initial evaluation by the engineers, the total cost of the project could be between \$ 80,000 and \$ 100,000; and

WHEREAS following the approval of the energy conservation plan, it is recommended not to change the electric heating system for a gas system;

BE IT RESOLVED THAT Council approve that the \$25,000 approved during the 2019 budget for plans and specifications for a new HVAC system at the Ronald Lalonde Community Center be used to modernize the current electric heating system, as recommended in Report No. LOI2019-10-01.

10.3b. WHEREAS the 5-year review process, for the Urban Area Official Plan of the City is underway.

WHEREAS the first step in the process is to organize a special council meeting.

BE IT RESOLVED THAT Council convenes a special meeting on January 15, 2020 in order to start the consultation process for the 5-year review of the Official Plan of the Urban Area of the City.

10.3c. BE IT RESOLVED THAT Council adopts the 2020 Meeting Calendar with the changes proposed in Report No. CLERK2019-17.

10.4 WHEREAS there are currently four (4) vacant seats on the Environment Advisory Committee;

BE IT RESOLVED THAT Council accepts to appoint Mrs. Stephanie Marcil as a member of the Environment Advisory Committee for the remainder of the term.

10.5 BE IT RESOLVED THAT the salaries paid from September 22, 2019, to November 2, 2019, in the gross amount of \$1,319,645.38 and net amount of \$935,596.94 be adopted as recommended.

10.6 BE IT RESOLVED THAT Council hereby adopts tax reductions in the amount of \$1,548.46 City's share, being applications under sections 357 & 358 of the Municipal Act, against all lands concerned, as described in Schedule "A" to Report No. FIN2019-037.

11. Committee/Staff Reports

11.1 Accounts paid

RESOLUTION 2019-213

Moved by André J. Lalonde

Seconded by Michel Levert

BE IT RESOLVED THAT the accounts paid from October 21, 2019, to November 11, 2019, in the amount of \$1,619,633.65 be adopted as recommended.

CARRIED

11.3 Municipal Modernization Program

RESOLUTION 2019-214

Moved by Christian Simard

Seconded by Don Bouchard

WHEREAS Council, during budget deliberations, has requested a service delivery review;

WHEREAS the province opened the Modernization Grant Program on November 12, 2019; and

WHEREAS the deadline to apply to the Modernization Grant Program is December 6th, 2019; now therefore

BE IT RESOLVED THAT Council hereby supports and mandates the Administration to submit an application for the Municipal Modernization Program in order to obtain funding to undertake expenditure reviews with the goal of finding service delivery efficiencies and lowering costs in the longer term; and

BE IT RESOLVED THAT Council authorizes an exemption to the procurement By-Law 2019-41, in order to get three quotes from companies that complete the grant application professionally within the tight time lines; and

BE IT RESOLVED THAT Council approve an upset cost of \$10,000 for the grant writing proposal, which will be funded by the contingency.

CARRIED

12. By-laws**RESOLUTION 2019-215****Moved by** Samuel Cardarelli**Seconded by** André J. Lalonde**BE IT RESOLVED THAT** the following by-laws be adopted:

12.2. 2019-105 - to adopt the Interim Tax 2020

12.3. 2019-106 - to purchase a parcel of land for the snow dump

CARRIED**12.1 2019-104 - to adopt the 2020 Budget**

Further to discussions of council members, the budgetary item regarding the increase of the Mayor's salary won't be reconsidered.

RESOLUTION 2019-216**Moved by** Mario Zanth**Seconded by** Don Bouchard

BE IT RESOLVED THAT By-law No. 2019-104, being a by-law to establish the budget estimates for the year 2020, be approved.

CARRIED**11.2 Adoption of the Ontario Regulation 284-09 Annual Report****RESOLUTION 2019-217****Moved by** Diane Choinière**Seconded by** Mario Zanth

BE IT RESOLVED THAT the report prepared as per Ontario Regulation 284/09 for the 2020 budget, be adopted as per Schedule 'A' to Report no. FIN2019-036.

CARRIED**13. Confirmatory By-law****RESOLUTION 2019-218****Moved by** Mario Zanth**Seconded by** Samuel Cardarelli

BE IT RESOLVED THAT By-law no. 2019-103, being a confirmatory by-law for the regular meeting of November 18, 2019, be adopted.

CARRIED

14. Adjournment

Mayor Desjardins adjourns the meeting at 7:36 pm.

Guy Desjardins, Mayor

Maryse St-Pierre, Deputy Clerk



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

le 18 novembre 2019

Salle du Conseil

415 rue Lemay Street, Clarence Creek, Ont.

PRÉSENT: Guy Desjardins, maire
 Samuel Cardarelli, conseiller quartier 1
 Mario Zanth, conseiller du quartier 2
 Don Bouchard, conseiller quartier 4
 André J. Lalonde, conseiller du quartier 5
 Christian Simard, conseiller quartier 6
 Michel Levert, conseiller du quartier 7
 Diane Choinière, conseillère du quartier 8
 Helen Collier, directrice générale
 Maryse St-Pierre, greffière adjointe

ABSENT: Carl Grimard, conseiller du quartier 3

1. Ouverture de la réunion

Le maire Desjardins ouvre la réunion à 18h34.

2. Prière

Le conseiller Mario Zanth fait la lecture de la prière.

3. Adoption de l'ordre du jour

RÉSOLUTION 2019-209

Proposée par Mario Zanth

Appuyée par Diane Choinière

QU'IL SOIT RÉSOLU QUE l'ordre du jour soit adopté tel que présenté.

ADOPTÉE

4. Déclarations d'intérêts pécuniaires (aucune)

5. Réunion à huis clos

RÉSOLUTION 2019-210**Proposée par** Michel Levert**Appuyée par** Mario Zanth

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

5.1. Procès-verbal des réunions à huis clos du 22 et 28 octobre 2019

5.2. Dossier de ressources humaines

ADOPTÉE

Les membres du conseil se retirent dans la salle de conférence adjacente à la salle du conseil à 18h36 et retournent dans la salle du conseil à 19h04.

RÉSOLUTION 2019-211**Proposée par** Mario Zanth**Appuyée par** Samuel Cardarelli

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

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

Le maire Desjardins informe les membres du public que le conseil a discuté de dossiers à huis clos et que des directives ont été données au personnel.

7. Annonces

La conseillère Diane Choinière annonce que le brunch de Noël du Club Optimiste de Bourget aura lieu ce dimanche au centre communautaire de Bourget, entre 9h et midi.

Le maire Desjardins explique que la soirée de partage s'est bien déroulée et que beaucoup de gens y ont assisté.

Le maire Desjardins annonce que dimanche prochain à 16h aura lieu la parade de Noël.

8. Période de Questions/Commentaires (aucune)**9. Items des membres du Conseil (aucun)**

10. Items par consentement

RÉSOLUTION 2019-212

Proposée par Michel Levert

Appuyée par Don Bouchard

QU'IL SOIT RÉSOLU QUE les items suivants, tels qu'identifiés sous la rubrique «items par consentement» à l'ordre du jour de la réunion régulière du 18 novembre 2019, soient adoptés :

10.1. Adoption des procès-verbaux des réunions suivantes:

- a. Comité plénier - 22 octobre 2019
- b. Réunion régulière - 28 octobre 2019
- c. Comité plénier - 28 octobre 2019
- d. Réunion budgétaire - 5 novembre 2019
- e. Réunion budgétaire - 6 novembre 2019
- f. Réunion budgétaire - 7 novembre 2019

10.2. Réception des procès-verbaux des réunions suivantes:

- a. Comité de dérogation - 25 septembre 2019

10.3. Les recommandations suivantes du comité plénier du 28 octobre 2019

- a. Résolution pour approuver un changement de projet au Centre communautaire Ronald Lalonde
- b. Résolution pour convoquer une réunion spéciale le 15 janvier 2020 afin de débiter le processus de consultation pour la révision du Plan Officiel de l'aire urbaine
- c. Résolution pour adopter le calendrier des réunions 2020

10.4. Résolution pour nommer un membre au comité consultatif de l'environnement

10.5. Résolution pour adopter les salaires payés pour la période du 22 septembre 2019 au 2 novembre 2019, au montant brut de 1 319 645,38\$ et montant net de 935 596,94\$

10.6. Résolution pour adopter les réductions de taxes au montant de \$1,548.46, étant la part de la Cité, en vertu des articles 357 & 358 de la Loi sur les municipalités

ADOPTÉE**Texte des résolutions adoptées par consentement telles qu'identifiées dans la résolution 2019-212**

10.3a. ATTENDU QUE le conseil municipal a approuvé un montant de 25 000\$ lors du processus budgétaire 2019 afin de faire les plans et devis d'un nouveau système CVC au centre Ronald Lalonde; et

ATTENDU QUE suite à une première évaluation de la part des ingénieurs, le coût total du projet est évalué entre 80 000\$ et 100 000\$; et

ATTENDU QUE suite à l'approbation du plan de conservation d'énergie, il est recommandé de ne pas changer le système chauffage électrique pour un système au gaz;

QU'IL SOIT RÉSOLU QUE le conseil municipal approuve que le 25 000\$ qui été accordé lors du processus budgétaire de 2019 pour faire les plans et devis d'un nouveau système CVC au centre communautaire Ronald Lalonde soit utilisé afin de moderniser le système de chauffage électrique actuel, tel que recommandé au rapport no. LOI2019-10-01.

10.3b. ATTENDU QUE le processus de révision de 5 ans du Plan officiel de l'aire urbaine de la Cité de Clarence-Rockland est à son début.

ATTENDU QUE la première étape du processus est de convoquer une réunion spéciale du conseil.

QU'IL SOIT RÉSOLU QUE le conseil convoque une réunion spéciale le 15 janvier 2020 afin de débiter le processus de consultation pour la révision du Plan Officiel de l'aire urbaine de la Cité de Clarence-Rockland.

10.3c. QU'IL SOIT RÉSOLU QUE le conseil adopte le calendrier de réunions 2020 avec les changements proposés au rapport CLERK2019-17.

10.4 ATTENDU QU'il y a présentement quatre (4) postes vacants au sein du Comité consultatif de l'environnement;

QU'IL SOIT RÉSOLU QUE le Conseil accepte de nommer Mme Stephanie Marcil à titre de membre du comité consultatif de l'environnement pour le reste du terme.

10.5 QU'IL SOIT RÉSOLU QUE les salaires payés pour la période du 22 septembre 2019 au 2 novembre 2019, au montant brut de 1 319 645,38\$, et montant net de 935 596,94\$, soient adoptés tel que recommandé.

- 10.6** ***QU'IL SOIT RÉSOLU QUE** le conseil adopte les réductions de taxes au montant de \$1,548.46, étant la part de la Cité, en vertu des articles 357 & 358 de la Loi sur les Municipalités contre les propriétés foncières décrites dans l'annexe « A » du rapport numéro FIN2019-037.*

11. Rapports des Comités/Services

11.1 Comptes payés

RÉSOLUTION 2019-213

Proposée par André J. Lalonde

Appuyée par Michel Levert

QU'IL SOIT RÉSOLU QUE les comptes payés pour la période du 21 octobre 2019, au 11 novembre 2019, au montant de 1 619 633,65 \$ soient adoptés tel que recommandé.

ADOPTÉE

11.3 Programme de modernisation municipale

RÉSOLUTION 2019-214

Proposée par Christian Simard

Appuyée par Don Bouchard

ATTENDU QUE le conseil a demandé, durant les délibérations budgétaires, un examen de la prestation des services ; et

ATTENDU QUE la province a lancé un programme de subvention pour la modernisation le 12 novembre 2019; et

ATTENDU QUE la date limite pour soumettre une demande au programme de subvention pour la modernisation est le 6 décembre 2019; par conséquent

QU'IL SOIT RÉSOLU QUE le conseil appuie et mandate l'Administration à soumettre une demande de financement dans le cadre du programme de modernisation municipale dans le but d'obtenir le financement nécessaire pour entreprendre une révision des dépenses avec l'objectif de trouver des efficacités au niveau de la prestation des services et de réduire les coûts à long terme; et

QU'IL SOIT RÉSOLU QUE le conseil autorise une exemption au règlement sur l'approvisionnement 2019-41 afin d'obtenir trois estimations de compagnies étant

en mesure de compléter professionnellement la demande de subvention à l'intérieur des délais très serrés; et

QU'IL SOIT RÉSOLU QUE le conseil approuve un coût de 10 000\$ pour la rédaction de la demande de subvention, laquelle sera financée par le fonds de prévoyance.

ADOPTÉE

12. Règlements municipaux

RÉSOLUTION 2019-215

Proposée par Samuel Cardarelli

Appuyée par André J. Lalonde

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

12.2. 2019-105 - pour adopter la taxation intérimaire 2020

12.3. 2019-106 - pour acheter une parcelle de terrain pour le dépôt à neige

ADOPTÉE

12.1 2019-104 - pour adopter le Budget 2020

Suite aux discussions des membres du conseil, l'item budgétaire concernant l'augmentation salariale du maire ne sera pas reconsidéré.

RÉSOLUTION 2019-216

Proposée par Mario Zanth

Appuyée par Don Bouchard

QU'IL SOIT RÉSOLU QUE le Règlement no. 2019-104, visant à établir les estimations budgétaires pour l'année 2020, soit adopté.

ADOPTÉE

11.2 Adoption du Rapport Annuel du règlement 284-09 de l'Ontario

RÉSOLUTION 2019-217

Proposée par Diane Choinière

Appuyée par Mario Zanth

QU'IL SOIT RÉSOLU QUE le rapport préparé selon le Règlement de l'Ontario 284/09 pour le budget 2020, soit adopté tel que présenté à l'annexe « A » du rapport no. FIN2019-036.

ADOPTÉE

13. Règlement de confirmation

RÉSOLUTION 2019-218

Proposée par Mario Zanth

Appuyée par Samuel Cardarelli

QU'IL SOIT RÉSOLU QUE le règlement no. 2019-103, étant un règlement de confirmation pour la réunion régulière du 18 novembre 2019, soit adopté.

ADOPTÉE

14. Ajournement

Le maire Desjardins lève l'assemblée à 19h36.

Guy Desjardins, Maire

Maryse St-Pierre, Greffière adjointe



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

November 18, 2019
Council Chambers
415 rue Lemay Street, Clarence Creek, Ont.

PRESENT: Guy Desjardins, Mayor
Samuel Cardarelli, Councillor Ward 1
Mario Zanth, Councillor Ward 2
Don Bouchard, Councillor Ward 4
André J. Lalonde, Councillor Ward 5
Christian Simard, Councillor Ward 6
Michel Levert, Councillor Ward 7
Diane Choinière, Councillor Ward 8
Helen Collier, Chief Administrative Officer
Maryse St-Pierre, Deputy Clerk

ABSENT: Carl Grimard, Councillor Ward 3

1. Opening of the meeting

Mayor Desjardins calls the meeting to order at 8:00 pm.

2. Adoption of the agenda

RECOMMENDATION COW2019-147

Moved by Mario Zanth

Seconded by Samuel Cardarelli

THAT the agenda be adopted as presented.

CARRIED

3. Disclosure of pecuniary interests (none)

4. Delegations / Presentations

4.1 Presentation by Sylvie Leclair - Prescott-Russell Community Services

Mrs. Sylvie Leclair presents the Prescott-Russell community services and provides an information package to members of Council.

Further to questions, Mrs. Leclair confirms the current locations utilized for the community lunches in the Clarence-Rockland area.

Further to questions, Mrs. Leclair explains that respite services are helping individuals with dementia and their caregivers.

Further to questions, Mrs. Leclair confirms that PR Transpo is complementary to their services and its use is recommended to the individuals who wish to attend the community lunches.

Further to questions, Mrs. Leclair confirms that the services are provided to seniors but also to adults with special needs.

Further to questions, Mrs. Leclair confirms that the request from Prescott-Russell Community Services is to be able to use the Clarence Creek Arena Community Center free of charge. Jean-Luc Jubinville confirms that the rental fee is \$80 per event.

Councillor Don Bouchard offers to donate a \$80 contribution for December Community lunch. Councillor André J. Lalonde does the same for November.

Further to discussions, Mayor Desjardins invites members of Council to communicate submit their cheque request to the administration staff should they wish to sponsor community lunches for 2020.

5. Petitions / Correspondence

5.1 Fees exemption request - Joanne Butler

Further to questions, Helen Collier explains that the decision of Council was to exempt individuals for garbage fees, but that other requests should be considered case by case.

Mayor Desjardins directs the administration to prepare a resolution in order to consider the reimbursement of Mrs. Joanne Butler building permit fees for the next Regular meeting.

6. Notice of Motion

6.1 Notice of motion presented by Mayor Guy Desjardins and seconded by Councillor Christian Simard in regard to single use water bottles

Mayor Desjardins presents his notice of motion.

7. Comment/Question Period (none)

8. Report from the United Counties of Prescott and Russell

Mayor Desjardins explains that the UCPR Council has made its decision in regards to the Prescott-Russell Residence and explains that he was the only one in opposition to this project.

Mayor Desjardins explains that the UCPR Budget was adopted with a 3% tax increase.

9. Committee/Staff Reports

9.1 Delegations at ROMA

RECOMMENDATION COW2019-148

Moved by Don Bouchard

Seconded by Diane Choinière

THAT the report No ADMIN 2019-015 be received as information.

CARRIED

9.2 Street name change – Maxime Court, Cheney

RECOMMENDATION COW2019-149

Moved by Samuel Cardarelli

Seconded by Don Bouchard

THAT the Committee of the Whole recommends to Council to adopt a by-law changing the name of “COUR EMILIE COURT” on plan 50M-339 to “COUR MAXIME COURT”.

CARRIED

9.3 Community Improvement Project Area modification

RECOMMENDATION COW2019-150

Moved by André J. Lalonde

Seconded by Christian Simard

WHEREAS Council has approved by-law 2017-02 to establish a Community Improvement Project Area;

WHEREAS Council has requested on September 16, 2019 to extend the Project Area to 1055 Laurier Street;

THAT the Committee of the Whole recommends that Council approve the proposed by-law as attached to Report No. AME-19-97-R, hereby repealing By-Law No. 2017-02; and

THAT the Committee of the Whole recommends that Council agrees that the application submitted by the owners of 1055 Laurier Street be approved under the CIP Program even though the application was submitted after the works were completed.

CARRIED

9.4 Consultant Services to Manage Snow Dump Facility Project

Further to questions, Julian Lenhart explains that this is in order to get a project to the end, which was the case with the Caron Pond. He explains that this project needs to be undertaken by someone who has negotiation skills and a good knowledge of the City.

RECOMMENDATION COW2019-151

Moved by Christian Simard

Seconded by André J. Lalonde

WHEREAS Council approved a \$1,271,000 budget for consulting services, design and construction of a snow storage site during the 2019 budget deliberations;

WHEREAS Mr. Darch has been extensively involved in advancing key initiatives such as the Caron Pond project and has extensive knowledge of the City's operations;

WHEREAS the development of a permanent snow storage site is an urgent priority and that the Department does not have the capacity to manage the project internally;

THAT Committee of the Whole recommends that Council approves that the Administration deviates from the current procurement policy to sole source the consulting services to Mr. Darch;

THAT the Chief Administrative Officer be authorized to sign an upset limit contract of \$100,000 with Mr. Darch for the services to manage the development of the snow storage site project.

CARRIED

9.5 2019 Development Charges By-law Update

Dave Darch presents the update to the new Development Charges By-Law.

Mr. Darch explains that it is always possible to remove the roundabout of a project in the approval stage of the plan. He suggests keeping the roundabouts as is in order to get more flexibility.

Further to questions, Dave Darch explains that the City can not collect development charges after February 2 if the new by-law is not adopted.

RECOMMENDATION COW2019-152

Moved by Samuel Cardarelli

Seconded by Mario Zanth

WHEREAS the City of Clarence-Rockland must update its current Development Charges By-law by February 2, 2020; and

WHEREAS a public meeting was held on October 22, 2019 in accordance with the requirements of the *Development Charges Act*; and

WHEREAS staff has reviewed the Development Charge By-law and associated Background Study in relation to comments received at the public meeting; and

WHEREAS staff has incorporated amendments to the By-law and Background Study based on the staff review;

THAT Committee of the Whole recommends that Council adopts the updated Development Charge By-law appended to Report No. ADMIN2019-016; and

THAT Council confirms that the changes made to the draft by-law presented at the public meeting of October 22, 2019 are minor changes and therefore no further public meetings are required for passage of the proposed Development Charge By-law.

CARRIED

9.6 Contract Award - Wastewater Treatment Plant

RECOMMENDATION COW2019-153

Moved by Christian Simard

Seconded by Don Bouchard

WHEREAS Council has approved funding for the Wastewater Treatment Plant Upgrades in the amount of \$12,600,000; and

WHEREAS tenders were called to retain a general contractor for this project; and

WHEREAS Louis W Bray Limited submitted the lowest bid in the amount of \$16,923,760 (excluding HST); and

WHEREAS the revised project expenditures for the upgrades are now estimated to be \$22,000,000; and

THAT the Committee of the Whole recommends that an additional \$9,400,000 in funding authority be approved for this project bringing the project cost upset limit to \$22,000,000; and

THAT the Committee of the Whole recommends that this additional funding be secured from the issuance of long-term debt; and

THAT the Committee of the Whole recommends that the City execute an agreement with Louis W Bray Limited in the amount of \$16,923,760 (excluding HST) for the construction of the wastewater treatment plant upgrades.

CARRIED

9.7 Protective Services – Monthly Report (September and October 2019)

RECOMMENDATION COW2019-154

Moved by Diane Choinière

Seconded by Mario Zanth

THAT Report No. PRO2019-025 and PRO2019-026 in regards to monthly statistics, be received as information.

CARRIED

10. Other items

Councillor André J. Lalonde suggests that the City Info be published further to the adoption of the Budget in order to inform the population.

Councillor Samuel Cardarelli asks that a report be presented to Council regarding incentives to encourage people to adhere to the Community Improvement Plans.

11. Adjournment

The Mayor adjourns the meeting at 9:32 pm.

Guy Desjardins, Mayor

Maryse St-Pierre, Deputy Clerk



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

le 18 novembre 2019

Salle du Conseil

415 rue Lemay Street, Clarence Creek, Ont.

PRÉSENT: Guy Desjardins, maire
 Samuel Cardarelli, conseiller quartier 1
 Mario Zanth, conseiller du quartier 2
 Don Bouchard, conseiller quartier 4
 André J. Lalonde, conseiller du quartier 5
 Christian Simard, conseiller quartier 6
 Michel Levert, conseiller du quartier 7
 Diane Choinière, conseillère du quartier 8
 Helen Collier, directrice générale
 Maryse St-Pierre, greffière adjointe

ABSENT: Carl Grimard, conseiller du quartier 3

1. Ouverture de la réunion

Le Maire Desjardins ouvre la réunion à 20h.

2. Adoption de l'ordre du jour

RECOMMANDATION COW2019-147

Proposée par Mario Zanth

Appuyée par Samuel Cardarelli

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

ADOPTÉE

3. Déclarations d'intérêts pécuniaires (aucune)

4. Délégations / Présentations

4.1 Présentation par Sylvie Leclair - Services Communautaires Prescott-Russell

Mme Sylvie Leclair présente les services communautaires Prescott-Russell et remet une trousse d'information aux membres du conseil.

Suite aux questions, Mme Leclair confirme les lieux des diners communautaires utilisés pour les diners communautaires dans le territoire de Clarence-Rockland.

Suite aux questions, Mme Leclair explique que les services de répit aident les personnes atteintes de démence et leurs aidants naturels.

Suite aux questions, Mme Leclair confirme que le service de transport en commun PR Transpo est complémentaire à leurs services offerts et est recommandé pour les personnes désirant aller aux diners communautaires.

Suite aux questions, Mme Leclair confirme que les services sont offerts aux personnes âgées, mais également aux adultes à besoins spéciaux.

Suite aux questions, Mme Leclair confirme que la demande des services communautaires Prescott-Russell est d'utiliser gratuitement la salle de l'aréna de Clarence Creek. Jean-Luc Jubinville confirme que les frais de location sont de 80\$.

Le conseiller Don Bouchard offre de donner une contribution de 80\$ afin de payer le diner communautaire du mois de décembre. Le conseiller André J. Lalonde fait de même pour le mois de novembre.

Suite aux discussions, le maire Desjardins invite les membres du conseil à communiquer avec l'administration pour faire leur demande de chèques relatifs aux diners communautaires de 2020.

5. Pétitions / Correspondance

5.1 Demande d'exemption de frais - Joanne Butler

Suite aux questions, Helen Collier explique que la décision du conseil était d'exempter les gens sur les frais pour les déchets, mais que les autres demandes d'exemption doivent être traitées au cas par cas.

Le maire Desjardins donne la directive à l'administration de préparer une résolution pour considérer à la prochaine réunion régulière le remboursement des frais de permis de construction de Mme Joanne Butler.

6. Avis de motion

6.1 Avis de motion présenté par le maire Guy Desjardins et appuyé par le conseiller Christian Simard concernant l'utilisation des bouteilles d'eau à usage unique

Le maire Desjardins présente son avis de motion.

7. Période de Questions/Commentaires (aucune)

8. Rapport des Comtés unis de Prescott et Russell

Le maire Desjardins explique que le conseil des CUPR a pris sa décision relativement à la résidence Prescott-Russell et explique être le seul à s'y être opposé.

Le maire Desjardins explique que le budget des Comtés Unis a été adopté à une augmentation du taux de taxe de 3%.

9. Rapports des Comités/Services

9.1 Délégations à ROMA

RECOMMANDATION COW2019-148

Proposée par Don Bouchard

Appuyée par Diane Choinière

QUE le rapport N° ADMIN 2019-015 soit reçu à titre d'information.

ADOPTÉE

9.2 Changement de nom de rue – Cour Maxime, Cheney

RECOMMANDATION COW2019-149

Proposée par Samuel Cardarelli

Appuyée par Don Bouchard

QUE le Comité plénier recommande au conseil municipal d'adopter un règlement modifiant le nom du « COUR EMILIE COURT » sur le plan 50M-339 à « COUR MAXIME COURT ».

ADOPTÉE

9.3 Modification à un projet de zone d'amélioration communautaire

RECOMMANDATION COW2019-150

Proposée par André J. Lalonde

Appuyée par Christian Simard

ATTENDU QUE le conseil a adopté le règlement 2017-02 afin d'établir une zone d'amélioration communautaire;

ATTENDU QUE le conseil a demandé, le 16 septembre 2019 de prolonger l'étendu de la zone afin d'inclure le 1055 rue Laurier;

QUE le Comité plénier recommande que le conseil approuve le règlement proposé tel qu'inclus avec le rapport AME-19-97-R, visant à abroger le règlement 2017-02; et

QUE le Comité plénier recommande au conseil d'accepter la demande soumise par les propriétaires du 1055 rue Laurier sous le programme d'amélioration communautaire même si la demande a été soumise après que les travaux ont été complétés.

ADOPTÉE

9.4 Services de consultation pour la gestion de projet de l'installation du dépôt à neige

Suite aux questions, Julian Lenhart explique que ceci a pour but de rendre à terme un projet, comme il a été le cas pour la rue Caron. Il explique que ce projet doit être entrepris par une personne ayant des aptitudes de négociation et une bonne connaissance de la Cité.

RECOMMANDATION COW2019-151

Proposée par Christian Simard

Appuyée par André J. Lalonde

ATTENDU QUE Le Conseil a approuvé un budget de 1 271 000\$ pour les services de conseil, la conception et la construction d'une installation d'entreposage de neige lors des délibérations budgétaires de 2019;

ATTENDU QUE M. Darch a largement participé à l'avancement d'initiatives clés telles que le projet Caron Pond et possède une connaissance approfondie des opérations de la ville;

ATTENDU QUE la mise en place d'installations permanentes de l'entrepôt de neige est une priorité urgente et que le département n'a pas la capacité de gérer le projet à l'interne;

QUE le comité plénier recommande que le conseil autorise que l'Administration dévie de la politique d'approvisionnement en vigueur pour octroyer un contrat à source unique pour les services de consultant.

QUE la directrice générale soit autorisée à signer avec M. Darch un contrat d'une valeur limite maximal de 100 000 \$ pour les services de gestion du développement du projet d'installation d'entrepôts de neige.

ADOPTÉE

9.5 **Mise à jour concernant le règlement sur les redevances d'aménagement 2019**

Dave Darch fait la présentation de la mise à jour sur le nouveau règlement sur les redevances d'aménagement.

M. Darch explique qu'il est toujours possible de retirer le rond-point d'un projet au moment de l'approbation du plan. Il suggère de maintenir les rond-points tel quels, afin de s'assurer une meilleure flexibilité.

Suite aux questions, Dave Darch explique que nous ne pouvons pas amasser de redevances d'aménagement après le 2 février si le nouveau règlement n'est pas adopté.

RECOMMANDATION COW2019-152

Proposée par Samuel Cardarelli

Appuyée par Mario Zanth

ATTENDU QUE la Cité de Clarence-Rockland doit mettre à jour son règlement actuel sur les redevances d'aménagement d'ici le 2 février 2020; et

ATTENDU QU'une réunion publique a eu lieu le 22 octobre 2019 conformément aux exigences de la *Loi sur les redevances d'aménagement*; et

ATTENDU QUE le personnel a examiné le règlement sur les redevances d'aménagement et l'étude révisée des redevances d'aménagement suivants les commentaires reçus lors de la réunion publique; et

ATTENDU QUE le personnel a incorporé des modifications au règlement et à l'étude révisée sur le règlement en fonction de l'examen du personnel;

QUE le Comité plénier recommande au conseil d'adopter le règlement sur les redevances d'aménagement proposé, tel qu'annexé au rapport no. ADMIN2019-016; et

QUE le Conseil confirme que les changements apportés à l'ébauche de règlement qui a été présenté lors de la réunion publique du 22 octobre, 2019 sont des changements mineurs et que par conséquent, il n'est pas nécessaire de tenir une autre réunion publique avant l'adoption du règlement sur les redevances d'aménagement proposé.

ADOPTÉE

9.6 **Attribution de contrat - Usine de traitement des eaux usées**

RECOMMANDATION COW2019-153**Proposée par** Christian Simard**Appuyée par** Don Bouchard

ATTENDU QUE Le Conseil a approuvé un financement de 12 600 000 \$ pour la modernisation de l'usine de traitement des eaux usées; et

ATTENDU QUE des appels d'offres ont été lancés pour retenir les services d'un entrepreneur général pour ce projet; et

ATTENDU QUE Louis W Bray Limited a présenté l'offre la plus basse, au montant de 16 923 760 \$ (TVH en sus); et

ATTENDU QUE les dépenses de projet révisées pour les améliorations sont maintenant estimées à 22 000 000 \$; et

QUE le comité plénier recommande qu'une autorisation de financement supplémentaire de 9 400 000 \$ soit approuvée pour ce projet, ce qui porte à 22 000 000 \$ la limite de dépassement des coûts du projet; et

QUE le comité plénier recommande que ce financement supplémentaire soit financé par l'émission de dette à long terme; et

QUE le comité plénier recommande que la Cité signe avec Louis W Bray Limited une entente d'un montant de 16 923 760 \$ (TVH en sus) pour la construction de la modernisation de l'usine de traitement des eaux usées.

ADOPTÉE**9.7 Service de la protection – rapports mensuels (septembre et octobre 2019)****RECOMMANDATION COW2019-154****Proposée par** Diane Choinière**Appuyée par** Mario Zanth

QUE les rapports Nos. PRO2019-025 et PRO2019-026 au sujet des statistiques mensuelles, soit reçus à titre d'information.

ADOPTÉE**10. Autres items**

Le conseiller André J. Lalonde suggère que l'Info Cité soit publié tout de suite après l'adoption du budget afin d'en informer la population.

Le conseiller Samuel Cardarelli demande qu'un rapport soit présenté concernant les incitatifs encourager les gens à adhérer aux plans d'amélioration communautaire.

11. Ajournement

Le maire lève l'assemblée à 21h32.

Guy Desjardins, Maire

Maryse St-Pierre, Greffière adjointe



The Clarence-Rockland Public Library Board

Le Conseil d'administration de la Bibliothèque publique de Clarence-Rockland

2-1525, avenue du Parc, Rockland (Ontario) K4K 1C3 - (613) 446-5680

Meeting of the Clarence-Rockland Public Library Board Réunion du Conseil d'administration de la Bibliothèque publique de Clarence-Rockland at the Rockland Branch / à la succursale de Rockland

July 9, 2019 / Le 9 Juillet 2019
Minutes / Procès-verbal

Present:

Sylvie Archambault: President - Community Rep / Présidente - Rep communautaire
Martine Moreau: Community Representative / Représentante communautaire
Michael Moskau: Community Representative / Représentant communautaire
Barbara Pilek: Community Representative / Représentant communautaire
Catherina Rouse: Chief Executive Officer / Directrice Générale
Sonia Lavoie: Secretary / Secrétaire

Absent:

Samuel Cardarelli : Councillor, Ward 1 /Conseillère municipale, Quartier 1
Diane Choinière: Councillor, Ward 8 /Conseillère municipale, Quartier 8
Sarma Merdian: Community Representative / Représentante communautaire

1. Call to Order

Proposition 2019-07.1

The meeting was called to order at 7:04 pm.

Moved by: S. Archambault
Seconded by: M. Moskau
Carried: Unanimously

- 2. New member to the Board:** C. Rouse mentioned that D. Bouchard has been replaced by Councillor Samuel Cardarelli. A copy of City By-Law 2019-56 was added to the meeting documents.

3. Approval of the Agenda

Proposition 2019-07.2

It is proposed:
THAT the agenda be accepted as is.

1. Ouverture de l'assemblée

Résolution 2019-07.1

La séance est ouverte à 19h04.

Proposée par : S. Archambault
Appuyée par : M. Moskau
Acceptée à : l'unanimité

- 2. Nouveau membre du CA:** C. Rouse mentionne que D. Bouchard a été remplacé par le conseiller Samuel Cardarelli. Une copie du règlement de la Cité 2019-56 est ajoutée aux documents de la réunion.

3. Approbation de l'ordre du jour

Résolution 2019-07.2

Il est proposé :
QUE l'ordre du jour soit accepté tel quel.

Moved by: B. Pilek
Seconded by: M. Moreau
Carried: Unanimously

4. Declaration of conflicts of Interest

None

5. Minutes of the May 14, 2019 Meeting

Proposition 2019-07.3

It is proposed:
 THAT the minutes of the last Board meeting be accepted as is.

Moved by: M. Moreau
Seconded by: S. Archambault
Carried: Unanimously

6. Monthly Statistics

The monthly statistics were reviewed and added to the meeting documents. C. Rouse mentioned that the Interlibrary loans have restarted. She also said that adult programs are running well. This summer's Teen Club had a great start with a cupcake war. There are 44 teens registered so far.

7. Financial Report and Budget

The financial report and budget were reviewed and added to the meeting documents. C. Rouse explained that the Library finished 2018 with surplus of \$18K. This is due mostly to expenses that are not in our control such as hydro and gas.

8. Policies

- a. Policies OP-03, OP-11, OP-12-1, OP-13, OP-19 and HR-08: The policies have been discussed. the following changes were proposed:

- 1) OP-03: None;
- 2) OP-11: In para 5, change the age of "ten (5-10)" for "nine (5-9)";

Proposée par : B. Pilek
Appuyée par : M. Moreau
Acceptée à : l'unanimité

4. Déclaration de conflits d'intérêts

Aucune

5. Procès-verbal de la réunion du 14 mai 2019.

Résolution 2019-07.3

Il est proposé :
 QUE le procès-verbal de la dernière réunion du Conseil soit accepté tel quel.

Proposée par : M. Moreau
Appuyée par : S. Archambault
Acceptée à : l'unanimité

6. Statistiques mensuelles

Les statistiques mensuelles ont été examinées et ajoutées aux documents de la réunion. C. Rouse a mentionné que les prêts entre bibliothèques ont repris. Elle a aussi dit que les programmes pour adultes fonctionnent bien. Le Teen Club de cet été a bien commencé avec une guerre de petits gâteaux. Il y a 44 ados inscrits à ce jour.

7. Rapport financier et budget

Le rapport financier et le budget ont été examinés et ajoutés aux documents de la réunion. C. Rouse a expliqué que la Bibliothèque a terminé 2018 avec un surplus de 18 000 \$. Cela est dû principalement aux dépenses qui ne sont pas sous notre contrôle, comme l'hydro et le gaz.

8. Politiques

- a. Politiques OP-03, OP-11, OP-12-1, OP-13, OP-19 et HR-08 : Les politiques ont été discutées. Les changements suivants ont été proposés :

- 1) OP-03 : Aucun ;
- 2) OP-11 : Au paragraphe 5, changer l'âge de « dix (5-10) » ans pour « neuf (5-9) » ans ;

- 3) OP-12-1: Change the French version "mini iPad" to "iPad mini";
- 4) OP-13: Grammatical changes;
- 5) OP-19: Grammatical changes;
- 6) HR-08: Grammatical changes.

Proposition 2019-07.4

It is proposed:

THAT OP-03, OP-11, OP-12-1, OP-13, OP-19 and HR-08 be accepted as presented with the above-mentioned changes.

Moved by: B. Pilek
Seconded by: M. Moskau
Carried: Unanimously

- b. Museum Passes Fees: C. Rouse explained that current replacement fees for museum passes is \$25 when they're lost. An annual museum pass is worth \$90 per year.

Proposition 2019-07.5

It is proposed:

THAT museum pass replacement fee be augmented to \$40.

Moved by: S. Archambault
Seconded by: M. Moskau
Carried: Unanimously

- c. M. Moskau mentioned that the government mileage reimbursement rate has gone up to \$0.58/km on 1 January, 2019.

Proposition 2019-07.6

It is proposed:

THAT the mileage rate reimbursement be increased to \$0.58/km, retroactive to 1 January, 2019.

Moved by: B. Pilek
Seconded by: M. Moreau
Carried: Unanimously

- d. M. Moskau said that he would like to hold a book sale again next spring. It is a great way for the Board members to get involved for the Library,

- 3) OP-12-1 : Changer la version française « mini iPad » en « iPad mini » ;
- 4) OP-13 : Changements grammaticaux ;
- 5) OP-19 : Changements grammaticaux ;
- 6) HR-08 : Changements grammaticaux.

Résolution 2019-07.4

Il est proposé :

QUE les OP-03, OP-11, OP-12-1, OP-13, OP-19 et HR-08 soient acceptés tels que présentés avec les modifications susmentionnées.

Proposée par : B. Pilek
Appuyée par : M. Moskau
Acceptée à : l'unanimité

- b. Frais des laissez-passer de musée : C. Rouse a expliqué que les frais de remplacement des laissez-passer de musée sont actuellement de 25 \$ lorsqu'ils sont perdus. Un laissez-passer annuel de musée vaut 90 \$ par année.

Résolution 2019-07.5

Il est proposé :

QUE les frais de remplacement des laissez-passer de musée soient augmentés à 40 \$.

Proposée par : S. Archambault
Appuyée par : M. Moskau
Acceptée à : l'unanimité

- c. M. Moskau a mentionné que le taux de remboursement du kilométrage du gouvernement est passé à 0,58 \$/km le 1^{er} janvier 2019.

Résolution 2019-07.6

Il est proposé :

QUE le taux de remboursement du kilométrage soit porté à 0,58 \$/km, rétroactif au 1^{er} janvier 2019.

Proposée par : B. Pilek
Appuyée par : M. Moreau
Acceptée à : l'unanimité

- d. M. Moskau a dit qu'il aimerait avoir une autre vente de livres au printemps prochain. C'est une excellente façon pour les membres du CA de s'impliquer pour la

increase our visibility in the community, meet non-library goers and make money. He asked C. Rouse to reconsider participating in May 2020.

9. Other Business:

- a. Collective Agreement. A discussion took place behind closed doors.
- b. S. Lavoie mentioned that last month, every Board member completed the accessibility training as required in the Accessibility for Ontarians with Disabilities Act.
- c. S. Lavoie mentioned that last year's Visa cash back was \$608.92 and this year's cash back is up to \$1,114.55.

10. CEO's Report

- a. TD Summer Reading Club: C. Rouse mentioned that the club's activities started and everything is going well.
- b. Rental agreement Bourget: C. Rouse presented a draft 5-year agreement letter with the Paroisse du Sacré-Coeur de Bourget, with a 2.1% annual increase.

Proposition 2019-07.7

It is proposed:

THAT the rental agreement be accepted as proposed.

Moved by: S. Archambault

Seconded by: B. Pilek

Carried: Unanimously

- c. Letter from New Minister/ Interlibrary loans update: C. Rouse read the new minister's letter and mentioned that it wrongly implies that we are still fully funded for the shipping of Interlibrary loans when in fact, she said, only a percentage will be reimbursed in 2020. There is no way to know in advance what we will get back while we spend this year's funds to

Bibliothèque, augmenter notre visibilité dans la communauté, rencontrer des gens qui ne fréquentent pas la Bibliothèque et faire de l'argent. Il a demandé à C. Rouse de reconsidérer sa participation en mai 2020.

8. Questions diverses :

- a. Convention collective. Une discussion à huis clos a eu lieu.
- b. S. Lavoie a mentionné que le mois dernier, tous les membres du Conseil ont suivi la formation sur l'accessibilité tel que prescrit par la Loi sur l'accessibilité pour les personnes handicapées de l'Ontario.
- c. S. Lavoie a mentionné que la remise en argent de visa de l'an dernier était de 608,92 \$ et que celle de cette année est de 1 114,55 \$.

10. Rapport de la DG

- a. Club de lecture d'été TD : C. Rouse mentionne que les activités du club ont commencé et que tout va bien.
- b. Contrat de location Bourget : C. Rouse a présenté une ébauche de lettre d'entente de 5 ans avec la Paroisse du Sacré-Coeur de Bourget, incluant une augmentation annuelle de 2.1%.

Résolution 2019-07.7

Il est proposé :

QUE le contrat de location tel que proposé soit accepté.

Proposée par : S. Archambault

Appuyée par : B. Pilek

Acceptée à : l'unanimité

- c. Lettre du nouveau ministre et mise à jour sur les prêts entre bibliothèques : C. Rouse a lu la lettre du nouveau ministre et a mentionné qu'elle laisse entendre à tort que nous sommes toujours entièrement financés pour l'expédition des prêts entre bibliothèques alors qu'en fait, dit-elle, un pourcentage seulement nous sera remboursé en 2020. Il n'y a aucun moyen de savoir à l'avance ce que nous recevrons en retour alors que nous dépensons les fonds de cette année pour

ship books. The Interlibrary loans program is very important and will continue to the extent possible.

- d. Code of Conduct for Members of Municipal Council, Committee Members and Volunteers: C. Rouse presented City By-Law 2019-40. A copy of the By-Law has been added to the meeting documents.
- e. Hotspots: C. Rouse explained that a Hotspot is a small portable device that taps into cellular networks and provides Wi-Fi to the user (computer, tablet, phone, etc...) and could be a great addition to our services. She will research further and report back in the Fall.
- f. Food for Fines: C. Rouse said that with the Summer Reading Club in full swing this is a good time to have another week of "Food for Fines" to get non-perishables for the Rockland Foodbank.

11. Adjournment

The next meeting of the Library Board is scheduled for 7 pm on September 17, 2019 at the Bourget branch.

Proposition 2019-07.8

It is proposed:
THAT the meeting be adjourned at 8:41 pm.

Moved by: S. Archambault
Seconded by: M. Moreau
Carried: Unanimously

l'expédition des livres. Le programme de prêts entre bibliothèques est très important et se poursuivra dans la mesure du possible.

- d. Code de conduite des membres du conseil municipal, des comités et des bénévoles : C. Rouse a présenté le règlement 2019-40 de la Cité. Une copie du règlement a été ajouté aux documents de la réunion.
- e. Hotspots : C. Rouse a expliqué que Hotspot est un petit appareil portable qui se branche sur les réseaux cellulaires et fournit le Wi-Fi à l'utilisateur (ordinateur, tablette, téléphone, etc...) et pourrait être un excellent ajout pour nos services. Elle approfondira ses recherches et présentera un compte rendu à l'automne.
- f. Nourriture pour amendes : C. Rouse a dit qu'avec le Club de lecture d'été qui bat son plein, c'est un bon moment pour avoir une autre semaine de « nourriture pour amendes » afin d'obtenir des denrées non périssables pour la banque alimentaire de Rockland.

11. Ajournement

La prochaine réunion du Conseil d'administration de la Bibliothèque aura lieu à 19h00 le 17 septembre 2019 à la succursale de Bourget.

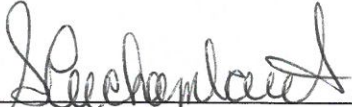
Résolution 2019-07.8

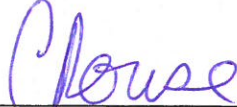
Il est proposé :
QUE la séance soit levée à 20h41.

Proposée par : S. Archambault
Appuyée par : M. Moreau
Acceptée à : l'unanimité

Approval of these minutes:

Approbation du présent procès-verbal :

 8 oct 2019
Board President/ Date
Présidente du Conseil d'administration


CEO/ Date
Directrice générale



The Clarence-Rockland Public Library Board

Le Conseil d'administration de la Bibliothèque publique de Clarence-Rockland

2-1525, avenue du Parc, Rockland (Ontario) K4K 1C3 - (613) 446-5680

Meeting of the Clarence-Rockland Public Library Board Réunion du Conseil d'administration de la Bibliothèque publique de Clarence-Rockland at the Rockland Branch / à la succursale de Rockland

September 17, 2019 / Le 17 septembre 2019
Minutes / Procès-verbal

Present:

Sylvie Archambault: President - Community Rep / Présidente - Rep communautaire
Samuel Cardarelli : Councillor, Ward 1 /Conseillère municipale, Quartier 1
Diane Choinière: Councillor, Ward 8 /Conseillère municipale, Quartier 8
Sarma Merdian: Community Representative / Représentante communautaire
Martine Moreau: Community Representative / Représentante communautaire
Michael Moskau: Community Representative / Représentant communautaire
Barbara Pilek: Community Representative / Représentant communautaire
Catherina Rouse: Chief Executive Officer / Directrice Générale
Sonia Lavoie: Secretary / Secrétaire

Absent:

1. Call to Order

Proposition 2019-09.1

The meeting was called to order at 7:01 pm.

Moved by: S. Archambault
Seconded by: M. Moskau
Carried: Unanimously

2. Approval of the Agenda

Proposition 2019-09.2

It is proposed:
THAT the agenda be accepted as is.

Moved by: M. Moreau
Seconded by: B. Pilek
Carried: Unanimously

1. Ouverture de l'assemblée

Résolution 2019-09.1

La séance est ouverte à 19h01.

Proposée par : S. Archambault
Appuyée par : M. Moskau
Acceptée à : l'unanimité

2. Approbation de l'ordre du jour

Résolution 2019-09.2

Il est proposé :
QUE l'ordre du jour soit accepté tel quel.

Proposée par : M. Moreau
Appuyée par : B. Pilek
Acceptée à : l'unanimité

3. Declaration of conflicts of Interest

M. Moskau will refrain from participating in the discussion on the agreement for non-unionized employees because he is related to one of its members

4. Minutes of the July 9, 2019 Meeting

The minutes will be reviewed at the next meeting.

5. Monthly Statistics

The monthly statistics were reviewed and added to the meeting documents.

- a. The Circulation report, given by E. Riddell, explained why some of the stats are down compared to last year. Emma was happy to report that teenagers are now visiting Bourget.
- b. C. Rouse mentioned that over the summer the Library had a record 19 volunteers.
- c. M. Moreau provided feedback she got about TD SRC, the Teen Club and Board Games.
- d. Fines and book cost trends were discussed.

6. Financial Report and Budget

The financial report and budget were reviewed and added to the meeting documents. C. Rouse explained that following the signature of the collective agreement, she adjusted the current budget. She discussed next year's budget submission increases as well as two new capital projects (Rockland electrical upgrade and new bookshelves for Bourget) she will be presenting to the City.

7. Policies

In order to allow enough time to discuss the items 8 and 9, it was agreed to

3. Déclaration de conflits d'intérêts

M. Moskau s'abstiendra de participer à la discussion sur la convention des employés non syndiqués car il est apparenté à un de ses membre.

4. Procès-verbal de la réunion du 9 juillet 2019.

Le procès-verbal sera revu à la prochaine réunion.

5. Statistiques mensuelles

Les statistiques mensuelles ont été examinées et ajoutées aux documents de la réunion.

- a. Dans sa présentation du rapport du comptoir des prêts, E. Riddell a expliqué pourquoi certaines des statistiques sont en baisse par rapport à l'an dernier. Emma est heureuse d'annoncer que des adolescents visitent maintenant Bourget.
- b. C. Rouse mentionne qu'au cours de l'été, la bibliothèque a eu un nombre record de 19 bénévoles.
- c. M. Moreau a fait part de ses commentaires reçus sur les CLÉ TD, Club Ados et Jeux de table.
- d. Les amendes et l'évolution du coût des livres ont également été discutées.

6. Rapport financier et budget

Le rapport financier et le budget ont été examinés et ajoutés aux documents de la réunion. C. Rouse explique qu'après la signature de la convention collective, elle a ajusté le budget actuel Elle a discuté des augmentations budgétaires de l'an prochain ainsi que de deux nouveaux projets de capital (mise à niveau électrique de Rockland et des nouvelles bibliothèques pour Bourget) qu'elle présentera à la Ville.

7. Politiques

Afin de disposer de suffisamment de temps pour discuter des points 8 et 9, il est convenu de

postpone the policy review until next meeting.

8. Other Business:

- a. Collective Agreement: M. Moskau mentioned that now that the new agreement is signed, staff should get their pay adjustments in about 4-6 weeks.
- b. Trustees Meeting: M. Moskau mentioned that B. Pilek will be attending the next Trustees Meeting in November. He reminded everyone that all are welcome to attend.

9. CEO's Report:

- a. November 15 – Staff Training Day: C Rouse asked to have the day to conduct staff training and possibly an inventory.

Proposition 2019-09.3

It is proposed:

THAT the Library be closed on 15 November, 2019.

Moved by: B. Pilek

Seconded by: S. Archambault

Carried: Unanimously

- b. United Way: C. Rouse mentioned that the Library received a \$135 donation from the United Way. The letter was added to the meeting documents.
- c. Library Parking: C. Rouse discussed the Rockland Branch's parking situation. D. Choinière mentioned that the land where the Library is located belongs to the School Board.
- d. New hire: C. Rouse mentioned that she hired Sharlène Archambault.
- e. Benefits and Working conditions of Non-Union Employees: A discussion behind closed doors took place.

reporter l'examen des politiques à la prochaine réunion.

8. Questions diverses :

- a. Convention collective: M. Moskau mentionne que maintenant que la nouvelle convention est signée, le personnel devrait recevoir ses ajustements salariaux dans environ 4 à 6 semaines.
- b. Réunion des administrateurs : M. Moskau mentionne que B. Pilek assistera à la prochaine réunion des administrateurs en novembre. Il rappelle à tous qu'ils sont les bienvenus à se joindre à elle.

9. Rapport de la DG:

- a. 15 novembre - Journée de formation du personnel : C Rouse demande à avoir la journée pour former le personnel et peut-être effectuer un inventaire.

Résolution 2019-09.3

Il est proposé :

QUE la Bibliothèque soit fermée le 15 novembre 2019.

Proposée par : B. Pilek

Appuyée par : S. Archambault

Acceptée à : l'unanimité

- b. Centraide : C. Rouse mentionne que la bibliothèque a reçu de Centraide un don de 135 \$. La lettre a été ajoutée aux documents de la réunion.
- c. Parking Library : C. Rouse a discuté de la situation du stationnement de la succursale Rockland. D. Choinière mentionne que le terrain où est située la Bibliothèque appartient à la Commission scolaire.
- d. Nouvel employé : C. Rouse mentionne qu'elle a embauché Sharlène Archambault.
- e. Avantages sociaux et conditions de travail des employés non syndiqués : Une discussion à huis clos a eu lieu.

10. Adjournment

The next meeting of the Library Board is scheduled for 7 pm on October 8, 2019 at the Rockland branch.

Proposition 2019-09.4

It is proposed:
 THAT the meeting be adjourned at 8:56 pm.

Moved by: S. Archambault
Seconded by: B. Pilek
Carried: Unanimously

10. Ajournement

La prochaine réunion du Conseil d'administration de la Bibliothèque aura lieu à 19h00 le 8 octobre 2019 à la succursale de Rockland.

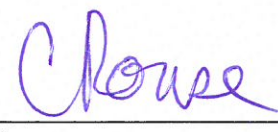
Résolution 2019-09.4

Il est proposé :
 QUE la séance soit levée à 20h56.

Proposée par : S. Archambault
Appuyée par : B. Pilek
Acceptée à : l'unanimité

Approval of these minutes:**Approbation du présent procès-verbal :**

 
 Board President/ Date
 Présidente du Conseil d'administration


 CEO/ Date
 Directrice générale



The Clarence-Rockland Public Library Board

Le Conseil d'administration de la Bibliothèque publique de Clarence-Rockland

2-1525, avenue du Parc, Rockland (Ontario) K4K 1C3 - (613) 446-5680

Meeting of the Clarence-Rockland Public Library Board Réunion du Conseil d'administration de la Bibliothèque publique de Clarence-Rockland at the Rockland Branch / à la succursale de Rockland

October 8, 2019 / Le 8 octobre 2019
Minutes / Procès-verbal

Present:

Sylvie Archambault: President - Community Rep / Présidente - Rep communautaire
Samuel Cardarelli : Councillor, Ward 1 /Conseillère municipale, Quartier 1
Diane Choinière: Councillor, Ward 8 /Conseillère municipale, Quartier 8
Sarma Merdian: Community Representative / Représentante communautaire
Martine Moreau: Community Representative / Représentante communautaire
Michael Moskau: Community Representative / Représentant communautaire
Catherina Rouse: Chief Executive Officer / Directrice Générale
Sonia Lavoie: Secretary / Secrétaire
Helen Collier : City of C-R CAO / DG Cité de C-R

Absent:

Barbara Pilek: Community Representative / Représentant communautaire

1. Call to Order

Proposition 2019-10.1

The meeting was called to order at 7:04 pm.

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

2. Approval of the Agenda

Proposition 2019-10.2

It is proposed:
THAT the agenda be accepted as is.

Moved by: M. Moreau
Seconded by: D. Choiniere
Carried: Unanimously

1. Ouverture de l'assemblée

Résolution 2019-10.1

La séance est ouverte à 19h04.

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

2. Approbation de l'ordre du jour

Résolution 2019-10.2

Il est proposé :
QUE l'ordre du jour soit accepté tel quel.

Proposée par : M. Moreau
Appuyée par : D. Choiniere
Acceptée à : l'unanimité

3. Declaration of conflicts of Interest

M. Moskau will refrain from participating in the discussion on the agreement for non-unionized employees because he is related to one of its members.

4. Other Business - Non-Union Staff Agreement – Helen Collier

A discussion behind closed doors took place from 7:05 to 21:08 pm.

5. Minutes of the July 9, 2019 and 17 September, 2019 Meetings

Proposition 2019-10.3

It is proposed:
THAT the minutes of the last two Board meetings be accepted as is.

Moved by: M. Moreau
Seconded by: S. Archambault
Carried: Unanimously

6. Monthly Statistics

The monthly statistics were reviewed and added to the meeting documents. C. Rouse mentioned that, overall, 131 people attended the Gala (adjusted by CEO) and the Library generated a \$6K profit from the event. S. Cardarelli requested a breakdown of the Gala's generated revenue. C. Rouse mentioned although very successful again this year, putting this type of event together and canvassing potential donors is very taxing on the staff who already have a job to do. In future, a Friends of the Library organisation would be of great benefit to the Library's fundraising efforts. D. Choinière said we should canvas potential donors right away to get on their donation lists for future years.

7. Financial Report and Budget

The financial report and budget were reviewed and added to the meeting documents. C. Rouse mentioned that she

3. Déclaration de conflits d'intérêts

M. Moskau s'abstiendra de participer à la discussion sur la convention des employés non syndiqués car il est apparenté à un de ses membre.

4. Questions diverses - Entente employés non-syndiqués – Helen Collier

Une discussion à huis clos a eu lieu de 19h05 à 21h08.

5. Procès-verbal des réunions du 9 juillet 2019 et 17 septembre 2019

Résolution 2019-10.3

Il est proposé :
QUE les procès-verbaux des deux dernières réunions du Conseil soient acceptés tel quels.

Proposée par : M. Moreau
Appuyée par : S. Archambault
Acceptée à : l'unanimité

6. Statistiques mensuelles

Les statistiques mensuelles ont été examinées et ajoutées aux documents de la réunion. C. Rouse mentionne que, dans l'ensemble, 131 personnes ont assisté au Gala (ajusté par la DG) et que la Bibliothèque a généré un profit de 6 000 \$ de l'événement. S. Cardarelli a demandé une répartition des revenus générés par le Gala. C. Rouse mentionne que, bien qu'il ait encore connu beaucoup de succès cette année, organiser ce type d'événement et solliciter des donateurs potentiels est très exigeant pour le personnel qui a déjà un travail à faire. À l'avenir, une organisation des Amis de la Bibliothèque serait d'un grand avantage pour soutenir les efforts de collecte de fonds de la Bibliothèque. D. Choinière dit que nous devrions solliciter les donneurs potentiels dès maintenant pour figurer sur leurs listes de dons pour les années à venir.

7. Rapport financier et budget

Le rapport financier et le budget ont été examinés et ajoutés aux documents de la réunion. C. Rouse mentionne qu'elle a réduit le

made cuts to the budget to accommodate to the salary increase and at the moment, she foresees a \$5K deficit at year end.

8. Policies

- a. Policies HR-07, HR-10, HR-11, HR-12 and OP-01: The policies have been reviewed by email before.

Proposition 2019-10.4

It is proposed:

HR-07, HR-10, HR-11, HR-12 and OP-01 be accepted as presented with the changes proposed by email.

Moved by: M. Moskau
Seconded by: M. Moreau
Carried: Unanimously

9. CEO's Report:

- a. Commemorative Bench: C. Rouse mentioned that the Library was the recipient of a commemorative bench that was made entirely by the Artists Association of Clarence-Rockland.
- b. Card from teen client: C. Rouse showed a card received from a teen client. It was added to the meeting documents.
- c. FOPL info cards: C. Rouse showed an info card that was produced by FOPL that provides great information on the value of Libraries in Ontario

budget pour accommoder l'augmentation salariale et qu'à l'heure actuelle, elle prévoit un déficit de 5 000 \$ à la fin de l'année.

8. Politiques

- a. Politiques HR-07, HR-10, HR-11, HR-12 et OP-01 : Les politiques ont été examinées par courriel.

Résolution 2019-10.4

Il est proposé :

QUE HR-07, HR-10, HR-11, HR-12 et OP-01 soient acceptées telles que présentées avec les changements proposés par courriel.

Proposée par : M. Moskau
Appuyée par : M. Moreau
Acceptée à : l'unanimité

9. Rapport de la DG:

- a. Banc commémoratif : C. Rouse mentionne que la Bibliothèque a reçu un banc commémoratif qui a été entièrement fabriqué par l'Association des artistes de Clarence-Rockland.
- b. Carte d'un client adolescent : C. Rouse a montré une carte reçue d'un client adolescent. Elle a été ajoutée aux documents de la réunion.
- c. Fiches d'information FOPL : C. Rouse a montré une carte d'information qui a été produite par l'OFPL et qui fournit d'excellents renseignements sur la valeur des bibliothèques en Ontario.

11. Adjournment

The next meeting of the Library Board is scheduled for 7 pm on 19 November, 2019 at the Rockland branch.

Proposition 2019-10.5

It is proposed:

THAT the meeting be adjourned at 9:47 pm.

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

11. Ajournement

La prochaine réunion du Conseil d'administration de la Bibliothèque aura lieu à 19h00 le 19 novembre 2019 à la succursale de Rockland.

Résolution 2019-10.5

Il est proposé :

QUE la séance soit levée à 21h47.

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

Approval of these minutes:**Approbation du présent procès-verbal :**

 Board President/ Date
 Présidente du Conseil d'administration

 CEO/ Date
 Directrice générale



REPORT N° INF2019-031

Date	13/11/2019
Submitted by	Julian Lenhart
Subject	Consulting Services to Manage Snow Storage Site Project
File N°	

1) **NATURE/GOAL :**

To contract consultant services to manage the development of the snow storage site project.

2) **DIRECTIVE/PREVIOUS POLICY :**

At the 2019 budget deliberation process Council approved a budget of \$1,271,000 for consulting services, design and construction of a snow storage facility.

3) **DEPARTMENT'S RECOMMENDATION :**

WHEREAS Council approved a \$1,271,000 budget for consulting services, design and construction of a snow storage site during the 2019 budget deliberations;

WHEREAS Mr. Darch has been extensively involved in advancing key initiatives such as the Caron Pond project and has extensive knowledge of the City's operations;

WHEREAS the development of a permanent snow storage site is an urgent priority and that the Department does not have the capacity to manage the project internally;

BE IT RESOLVED THAT Committee of the Whole recommends that Council approves that the Administration deviates from the current procurement policy to sole source the consulting services to Mr. Darch;

BE IT RESOLVED THAT that the Chief Administrative Officer be authorized to sign an upset limit contract of \$100,000 with Mr. Darch for the services to manage the development of the snow storage site project.

ATTENDU QUE Le Conseil a approuvé un budget de 1 271 000\$ pour les services de conseil, la conception et la construction d'une installation d'entreposage de neige lors des délibérations budgétaires de 2019;

ATTENDU QUE M. Darch a largement participé à l'avancement d'initiatives clés telles que le projet Caron Pond et possède une connaissance approfondie des opérations de la ville;

ATTENDU QUE la mise en place d'installations permanentes de l'entrepôt de neige est une priorité urgente et que le département n'a pas la capacité de gérer le projet à l'interne;

QU'IL SOIT RÉSOLU QUE le comité plénier recommande que le conseil autorise que l'Administration dévis de la politique d'approvisionnement en vigueur pour octroyer un contrat à source unique pour les services de consultant.

QU'IL SOIT RÉSOLU QUE la directrice générale soit autorisée à signer avec M. Darch un contrat d'une valeur limite maximal de 100 000 \$ pour les services de gestion du développement du projet d'installation d'entrepôts de neige.

4) **BACKGROUND :**

The City currently has two snow storage sites one is located in Rockland in its industrial park and the other is located in Bourget in the municipal landfill. Both sites have significant issues as they have been developed as temporary sites until the City develops its permanent snow storage site. The development of permanent snow storage site is an urgent priority, because the City will not be able to continue using the temporary sites for much longer.

Issues with the Rockland Site

- Limited capacity with no possibility to expand,
- Site is currently near capacity estimated 3 to 5 left of use based on development rates,
- The City has limited industrial properties to develop in its industrial park

Issues with the Bourget Site

- The City has received a ministerial order to cease snow storage operations at the landfill,
- Contamination to neighbouring properties.

5) **DISCUSSION :**

The City will consolidate both temporary sites into one centralized site. The City does not currently own a property to develop the new snow storage site and therefore a property will need to be purchased. The Ministry's involvement is crucial in order to successfully select a site and develop the snow storage site. The Department does not have the capacity to manage this project internally, as extensive work is

required to develop a project plan, assess potential properties and coordinate with the Ministry.

The Administration recommends that Mr. Darch be retained to manage this project. Mr. Darch has extensive knowledge of the City's operations and has established great working relations with the Ministry of Environment Conservation and Parks. Mr. Darch has had success with shepherding the Caron Pond/Notre Dame landfill project, which is similar to the snow storage site project as it requires the same agility in dealing with the Ministry.

6) **CONSULTATION:**

N/A

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

N/A

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

At the 2019 budget deliberation process Council approved a budget of \$1,271,000 for consulting services, design and construction of a snow storage site.

9) **LEGAL IMPLICATIONS :**

N/A

10) **RISK MANAGEMENT :**

N/A

11) **STRATEGIC IMPLICATIONS :**

N/A

12) **SUPPORTING DOCUMENTS:**

N/A

From: [Joanne Butler](#)
To: [Monique Ouellet](#)
Subject: Demande d'exemption de frais
Date: November-13-19 9:57:35 AM

Bonjour.

Tel que discuté hier, depuis la session d'information pour les sinistrés au printemps dernier, on nous indiquait que les sinistrés seraient exemptés de charges pour des permis de construction/rénovations. Cet enjeu n'ayant pas fait l'objet d'une décision du conseil, on nous indiquait par la suite de conserver nos reçus pour remboursement à l'automne. Je comprends maintenant que cette question ferait l'objet de décision sur une base de "cas par cas". J'aimerais donc par la présente vous présenter mon cas pour considération.

Après l'inondation de 2017, on ne croyais revoir, deux ans plus tard, l'eau atteindre les mêmes niveaux. Les efforts associés à tenter de composer avec ceci étant considérables, une solution plus raisonnable était donc d'entreprendre des rénovations visant à éliminer sinon réduire les risques. Les travaux entrepris visaient donc à soulever la maison existante pour permettre d'entreprendre des travaux d'excavation et la construction d'une fondation solide et plus élevée de sorte à ce qu'il ne soit plus nécessaire de la protéger lors de la crue des eaux. Quoique le seuil requis de 45.1 mètres pour des nouvelles constructions ne soit pas requis lorsqu'il s'agit de travaux de rénovations, le plancher intérieur se trouve maintenant à ce niveau. Puisqu'aucune aide financière n'est disponible pour ce genre de travaux, la possibilité d'exemption de frais associés à ces travaux serait certainement appréciée.

Je vous remercie à l'avance pour votre considération.

Sent from my Bell Samsung device over Canada's largest network.



RAPPORT N° FIN2019-039

Date	02/12/2019
Soumis par	Marie-France Bougie
Objet	Accounts receivable write-off
# du dossier	F02 Accounts Receivable

1) **NATURE / OBJECTIF :**

Obtenir l'autorisation du Conseil pour inscrire la radiation de 11 comptes client pour un total de 7 234,55 \$.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

Les politiques FIN05-01 et GAR15-01 encadrent les comptes clients.

3) **RECOMMANDATION DU SERVICE :**

THAT the council authorizes the write-off of 11 accounts receivable for a total of \$7,234.55 as listed in appendix A to Report No. FIN2019-039, from the provision for bad debts account.

QUE le conseil autorise la radiation de 11 comptes client pour un total de 7 234,55 \$, tel que présenté à l'annexe A du rapport no. FIN2019-039, à partir de la provision pour mauvaises créances.

4) **HISTORIQUE :**

À chaque fin d'année, l'administration doit déterminer tous les comptes clients jugés douteux. À ce moment, une provision pour mauvaises créances est inscrite.

5) **DISCUSSION :**

Les comptes clients devant être radiés sont présentés dans l'annexe A. Ceux-ci ont été envoyés à une agence de recouvrement depuis plus de 2 ans. Après 2 ans, selon la Loi de 2002 sur la prescription des actions, une entité perd le droit sur ses comptes en souffrances. Puisqu'il n'y a eu aucune activité depuis plus de 2 ans, ceux-ci doivent être radiés. Lorsque l'agence de recouvrement n'est pas en mesure de recouvrer les sommes dues des comptes clients, une note est inscrite à leur bureau de crédit.

6) **CONSULTATION :**

N/A

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

N/A

- 8) **IMPACT FINANCIER (monétaire/matériaux/etc.):**
La radiation des comptes clients n'a aucun impact financier puisqu'une provision pour mauvaise créance a déjà été inscrite pour ceux-ci.
- 9) **IMPLICATIONS LÉGALES :**
N/A
- 10) **GESTION DU RISQUE (RISK MANAGEMENT) :**
N/A
- 11) **IMPLICATIONS STRATÉGIQUES :**
N/A
- 12) **DOCUMENTS D'APPUI:**
Annexe A / Appendix A: Accounts receivable Write-Off

Annexe 1 / Appendix 1
Cité de / City of Clarence-Rockland
Listing accounts receivable write-off

Account #	Type	Amount
PEEJAS	Accident - Fire Department	2,025.00
1111741	Daycare charges	955.12
1111981	Daycare charges	892.98
1111982	Daycare charges	830.64
1111561	Daycare charges	692.55
1102251	Daycare charges	425.81
LALGUY	Accident - Fire Department	425.39
TOUGAL	Fire - Inspection fees	324.86
MARSOU	Fire - Inspection fees	321.33
1112301	Daycare charges	241.03
ROBXMA	Business Licence	99.84
Total		7,234.55



RAPPORT N° LOI2019-12-01

Date	27/11/2019
Soumis par	Pierre Boucher
Objet	Embauche – Éducatrice diplômée
# du dossier	Cliquez ici pour entrer du texte.

1) **NATURE / OBJECTIF :**

Recommander l'embauche d'une éducatrice diplômée pour le Service des garderies

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

M/A

3) **RECOMMANDATION DU SERVICE:**

QU'IL SOIT RÉSOLU que le conseil municipal accepte l'embauche de Mme Ashley Versolato à titre d'éducatrice diplômée à temps plein, effectif le 3 décembre 2019 et que celle-ci soit sujet à une période probatoire de six (6) mois; et

QU'IL SOIT ÉGALEMENT RÉSOLU que le salaire de Mme Ashley Versolato soit établi à la Classe 7, niveau 1 (cols blancs) de la grille salariale en vigueur des employés syndiqués, tel que recommandé.

BE IT RESOLVED that Municipal Council hereby accepts the hiring of Mrs. Ashley Versolato as a full-time certified educator, effective December 3rd, 2019 and that she be subject to a probationary period of six (6) months; and;

BE IT ALSO RESOLVED that Mrs. Ashley Versolato's salary be established at Level 1, Class 7 (White-Collars), of the unionized employee's salary scale, as recommended.

4) **HISTORIQUE :**

N/A

5) **DISCUSSION :**

À la suite de la publication de l'offre d'emploi à l'interne et l'externe, 10 candidatures ont été reçues et 5 candidates ont été retenues pour une entrevue. Les candidates ont été interviewées par le comité de sélection composé de la gestionnaire et de la superviseuse des

garderies. Mme Ashley Versolato a su démontrer au comité de sélection qu'elle a les compétences et l'expérience nécessaires pour bien remplir le poste d'éducatrice diplômée pour le service des garderies. Elle a accepté le salaire à la classe 7, niveau 1 (cols blancs) qui lui a été offert.

6) **CONSULTATION :**
N/A

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

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

Cette embauche est reliée à un poste existant et vacant. Le montant nécessaire pour combler ce poste est déjà prévu au budget.

9) **IMPLICATIONS LÉGALES :**
N/A

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

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

12) **DOCUMENTS D'APPUI:**

- Affichage du poste
- Grille salariale
- Description de tâches
- Résumé (disponible sur demande pour les membres du conseil)

<p align="center">OFFRE D'EMPLOI ÉDUCATEUR(TRICE) DIPLÔMÉ(E) Postes à plein temps (35 heures/semaine) <i>Seuls les employés membres du Syndicat canadien de la Fonction publique, section locale 503 pourront postuler à cette offre d'emploi</i></p>	<p align="center">EMPLOYMENT OFFER EARLY CHILDHOOD EDUCATOR Full time positions (35 hours/ week) <i>Only employee members of the Canadian Union of Public Employees, Local 503 will be able to apply for this position</i></p>
<p>Lieu de travail : Services des garderies, Cité de Clarence-Rockland</p> <p>Exigences :</p> <ul style="list-style-type: none"> ▪ Possède un diplôme collégial en éducation en services à l'enfance; ▪ Deux années d'expérience dans un service de garde licencié; ▪ Détient un certificat de Secourisme général et RCR-DEA niveau C à jour; ▪ Possède une habilité en communication pour pouvoir travailler avec les enfants, les parents et les membres de l'équipe; ▪ Bonnes connaissances des besoins et du développement des enfants âgés de 18 mois à 12 ans; ▪ Doit être bilingue (français et anglais, parlé et écrit); ▪ Fiche d'immunisation à jour; ▪ Une vérification du casier judiciaire 'Secteur vulnérable' doit être fournie à l'embauche seulement (elle doit dater de moins de trois mois avant la date où elle est requise) et est une condition d'emploi. <p>Salaire: Selon l'échelle salariale des employés syndiqués en vigueur.</p> <p><i>Seuls les candidats retenus pour une entrevue seront contactés. Des accommodations pour des besoins spéciaux sont disponibles sur demande</i></p>	<p>Work location: Day Care Services, City of Clarence-Rockland</p> <p>Requirements:</p> <ul style="list-style-type: none"> ▪ Holds an Early Childhood Educator diploma; ▪ Two years' experience in a licensed child care; ▪ Holds a valid Standard First Aid and CPR / AED Level C certificate; ▪ Good communication skills to be able to work with children, staff and parents; ▪ Good knowledge of children's needs and development from 18 months to 12 years old; ▪ Must be bilingual (French-English, oral and written); ▪ Personal Immunization record to date; ▪ A criminal record check 'Vulnerable Sector' must be provided upon hiring only (must be dated less than three months prior to the requested date) and is a condition of employment. <p>Salary: According to the union salary scale in effect.</p> <p><i>Only candidates selected for an interview will be contacted. Accommodations for job applicants with disabilities are available upon request</i></p>
<p>Les personnes intéressées doivent faire parvenir leur curriculum vitae portant la mention « Offre d'emploi, éducateur(trice) diplômé(e) à plein temps » avant 16 h, le 18 octobre 2019 à :</p> <p align="center">Chantal Vachon Ressources humaines Cité de Clarence-Rockland 1560, rue Laurier Rockland, ON K4K 1P7 hr@clarence-rockland.com</p>	<p>Interested candidates are requested to submit their résumé marked "Employment offer, Early Childhood Educator, Full-time" before 4:00 p.m., October 18th, 2019 to:</p> <p align="center">Chantal Vachon Human Resources City of Clarence-Rockland 1560 Laurier Street Rockland, ON K4K 1P7 hr@clarence-rockland.com</p>

Annex "A" Salary Scale – "White-Collars"

«WHITE-COLLARS» Group/Class & /Title		January 1 st	Level 1	Level 2	Level 3	Level 4
Class 1	<ul style="list-style-type: none"> • Asset Management Analyst • Project Co-ordinator • Community Service Co-ordinator • Engineer • Activity Coordinator • Technologist III • Urban Planner III 	2017	\$35.804	\$37.254	\$38.744	\$40.274
		2018	\$36.430	\$37.905	\$39.422	\$40.979
		2019	\$37.068	\$38.569	\$40.112	\$41.696
		2020	\$37.716	\$39.244	\$40.814	\$42.426
Class 2	<ul style="list-style-type: none"> • By-Law Co-ordinator • Operations Co-ordinator 	2017	\$32.095	\$34.212	\$36.471	\$38.877
		2018	\$32.656	\$34.811	\$37.109	\$39.558
		2019	\$33.228	\$35.420	\$37.758	\$40.250
		2020	\$33.809	\$36.040	\$38.419	\$40.954
Class 3	<ul style="list-style-type: none"> • Engineer Inspector • Construction Inspector • Urban Planner II • Technologist II 	2017	\$28.424	\$29.954	\$31.931	\$34.037
		2018	\$28.921	\$30.478	\$32.490	\$34.633
		2019	\$29.427	\$31.011	\$33.058	\$35.239
		2020	\$29.942	\$31.554	\$33.637	\$35.856
Class 4		2017	\$26.891	\$28.685	\$30.477	\$32.270
		2018	\$27.362	\$29.187	\$31.010	\$32.834
		2019	\$27.841	\$29.697	\$31.553	\$33.409
		2020	\$28.328	\$30.217	\$32.105	\$33.994
Class 5	<ul style="list-style-type: none"> • Finance Co-ordinator • Asset Management Technician • Urban Planner I • Technologist I • Financial Clerk 	2017	\$26.108	\$27.414	\$28.783	\$30.224
		2018	\$26.565	\$27.894	\$29.287	\$30.753
		2019	\$27.030	\$28.382	\$29.799	\$31.291
		2020	\$27.503	\$28.879	\$30.321	\$31.838

Class 6 A	• Tax Clerk	2017	\$27.172	\$28.026	\$28.915	\$29.837
		2018	\$27.647	\$28.517	\$29.421	\$30.359
		2019	\$28.131	\$29.016	\$29.935	\$30.891
		2020	\$28.623	\$29.523	\$30.459	\$31.431
Class 6 B	• Technicians	2017	\$24.203	\$25.962	\$27.831	\$29.832
		2018	\$24.626	\$26.416	\$28.318	\$30.355
		2019	\$25.057	\$26.878	\$28.814	\$30.886
		2020	\$25.496	\$27.349	\$29.318	\$31.426
Class 7	• Certified Educator	2017	\$21.949	\$23.944	\$25.970	\$28.009
		2018	\$22.333	\$24.363	\$26.424	\$28.500
		2019	\$22.724	\$24.790	\$26.887	\$28.998
		2020	\$23.121	\$25.223	\$27.357	\$29.506
Class 8	• Administrative Assistant • Client Service Centre Agent • Accounts Payable Clerk • Accounts Receivable Clerk • Cashier Clerk • Internal Clerk for Public Services • Cook	2017	\$21.348	\$22.203	\$23.092	\$24.014
		2018	\$21.722	\$22.591	\$23.496	\$24.434
		2019	\$22.102	\$22.987	\$23.907	\$24.862
		2020	\$22.489	\$23.389	\$24.325	\$25.297
Class 9	• Non-Certified Educator	2017	\$20.846	\$21.666	\$22.520	\$23.406
		2018	\$21.211	\$22.045	\$22.914	\$23.815
		2019	\$21.582	\$22.431	\$23.315	\$24.232
		2020	\$21.960	\$22.823	\$23.723	\$24.656

Annex "A" Salary scale – "Blue-Collars"

«Blue-Collar» Group/Class & /Title		January 1 st	Level 1	Level 2	Level 3	Level 4
Class 1	• Mechanical Operator	2017	\$26.468	\$28.848	\$31.444	\$34.278
		2018	\$26.931	\$29.353	\$31.994	\$34.877
		2019	\$27.403	\$29.867	\$32.554	\$35.488
		2020	\$27.882	\$30.389	\$33.124	\$36.109
Class 2	• Law Enforcement Officer • Operator/labourer • Mechanic's helper • Facility Condition Assessment Agent	2017	\$21.934	\$23.940	\$25.957	\$27.987
		2018	\$22.318	\$24.359	\$26.412	\$28.477
		2019	\$22.709	\$24.785	\$26.874	\$28.975
		2020	\$23.106	\$25.219	\$27.344	\$29.483
Class 3	• Laborer, Infrastructure and Engineering Services • Laborer, Community Services • External Clerk • Laborer, Environmental Services	2017	\$20.936	\$21.730	\$22.535	\$23.407
		2018	\$21.302	\$22.110	\$22.929	\$23.816
		2019	\$21.675	\$22.497	\$23.330	\$24.233
		2020	\$22.055	\$22.891	\$23.738	\$24.657
Class 4	• Janitor	2017	\$18.409	\$19.123	\$19.894	\$20.676
		2018	\$18.731	\$19.458	\$20.242	\$21.037
		2019	\$19.059	\$19.798	\$20.597	\$21.406
		2020	\$19.392	\$20.145	\$20.957	\$21.780



DESCRIPTION D'EMPLOI

Section I

Identification du poste	
Titre de l'emploi :	Éducatrice diplômée
Service :	Services Communautaires
Nom du supérieur immédiat :	Thérèse Lefaivre
Titre du supérieur immédiat :	Directrice des Services Communautaires
Date :	28 octobre 2013

Section II

Description sommaire du poste (raison d'être)

Planifier, présenter et maintenir une programmation adaptée selon l'âge des enfants du groupe auquel l'éducatrice est attitrée, afin de s'assurer de la qualité du programme. S'assurer d'offrir un environnement propre où les standards de sécurité sont maintenus afin de minimiser tout risque de blessures ou d'incidents de la clientèle et du personnel de la garderie.

Section III

Principales tâches et responsabilités

1. Préparer un programme de qualité, selon l'âge des enfants visés, afin de s'assurer que les activités présentées assurent le développement cognitif, émotif, social, physique et intellectuel. Ce programme doit être remis à la chef d'équipe et/ou superviseur de la garderie une fois par semaine, selon l'échéancier du superviseur ou chef d'équipe, avant de le présenter aux enfants.
2. Organise et supervise les activités extérieures et organise des activités intérieures lorsque survient des intempéries.
3. Prends les présences journalières et note tous les messages dans l'agenda.
4. Administre les médicaments selon les directives du médecin, de l'Acte des Garderies et des parents. Remets le formulaire de médicament que le parent doit compléter avant d'administrer le médicament.
5. Observe et évalue le développement des enfants de façon régulière afin de modifier le programme selon le besoin des enfants.
6. Fais les pratiques de feu avec les enfants une fois par mois, les inspections d'ouverture de la garderie et de l'aire de jeu extérieure sont faites chaque matin. Le rinçage d'eau est fait tous les lundis avant l'ouverture de la garderie.
7. Rapporter toutes inquiétude ou incongruité à la chef d'équipe et/ou superviseur de la garderie.

8. Remettre sa feuille de temps selon l'échéancier établi à la chef d'équipe et/ou superviseur de la garderie.
9. Signer les politiques et règlements relatifs au Service de Garderies annuellement.
10. Référer les clients avec des inquiétudes ou des questions à la chef d'équipe et/ou superviseur de la garderie.
11. Rédiger les rapports nécessaires soit rapport journalier à chaque jour ou accident ou autres rapports lorsqu'un incident survient, en respectant les échéanciers établis.
12. Aider à la chef d'équipe et/ou superviseur de la garderie lors des levées de fonds et activités éducatives pendant l'année pour la clientèle.
13. Respecter l'horaire des employés remis par la chef d'équipe et/ou superviseur de la garderie afin de maintenir le ratio enfants/adultes requis et assurer une bonne communication avec l'équipe de travail.
14. Participer aux réunions du personnel et aux réunions de parents organisées par la chef d'équipe et/ou superviseur de la garderie.
15. L'éducatrice diplômée doit rencontrer les règlements et politiques du Service de Garderies, de l'Acte des Garderies et du Bureau de Santé.
16. Participer à la planification et la mise en œuvre de programmes pour les enfants à besoins particuliers, en complicité avec les Services d'Intégrations de Prescott-Russell, tout en rencontrant la philosophie et les politiques du Service de Garderies.
17. Remettre la liste de fournitures nécessaires pour le bon déroulement du programme à la chef d'équipe et/ou superviseur de la garderie. Retirer de la salle les items brisés ou abîmés, qui pourraient représenter un danger pour les enfants et informer la chef d'équipe et/ou superviseur de la garderie.
18. Remettre la correspondance ou les messages des clients à la chef d'équipe et/ou superviseur de la garderie afin qu'elle puisse faire un suivi dès que possible.
19. Assurer le maintien et l'entretien de l'équipement des salles et de l'aire de jeu extérieur. Ceci implique certaines tâches ménagères telles que le nettoyer et désinfecter les jouets et les mobiliers de la garderie, ranger les lits, balayer la salle et nettoyer les tables après les repas et collation, faire du lavage et de la vaisselle, etc.
20. Superviser et guider les étudiants en stage pratique durant l'année scolaire. Assister ces étudiants lors des activités présentées aux enfants, observer et évaluer leur performance et préparer les rapports d'évaluations de leur rendement pendant leur stage, pour les besoins du professeur responsable du stage.
21. Signaler tout incident ou soupçon d'abus aux autorités concernées.
22. Effectuer toutes autres tâches connexes.
23. L'évolution et l'innovation technologiques peuvent entraîner des modifications à la nature des tâches,

des responsabilités et des méthodes de travail propre à ce poste. Le Conseil de la Corporation pourra considérer des changements à la description de tâches, suite aux recommandations de l'Administrateur en chef/greffier ou du Directeur des Ressources Humaines.

Section IV

Exigences du poste

- **Formation requise** : Détiens un diplôme en Garde Éducative à l'enfance ou équivalence
- **Association professionnelle, s'il y a lieu** : A adhéré à l'Ordre des Éducatrices et Éducateurs de l'Ontario
- **Expérience requise** : 1 an d'expérience dans le domaine de garde éducative licencié
- **Habiletés et compétence requises** :
 - Connaissance de la Loi sur les Garderies
 - Connaissance du Cadre d'Apprentissage dans le but d'offrir un programme de qualité supérieure et stimulant pour le développement des enfants âgés de 18 mois à 12 ans.
 - Connaissance des jeux éducatifs, activités et qualités des jouets, habilité de créer un environnement sain, stimulant et sécuritaire pour les enfants
 - Connaissance du Guide Alimentaire Canadien
 - Excellente aptitude organisationnelle et de gestion du temps dans le but d'établir les priorités et d'atteindre les objectifs de la garderie.
 - Connaissance de l'équipement incluant l'ordinateur, système téléphonique, photocopieur, télécopieur, etc....
 - Capacité de travailler en français et en anglais, oral et écrit.
 - Bonne aptitude de communication verbale afin de fournir l'information de façon efficace et plaisante à l'administration du Service de Garderies, aux clients, visiteurs et équipe de travail.
 - Possède un rapport d'antécédent judiciaire clair de 3 mois ou moins lors de l'assignation au poste d'éducatrice.
 - Possède un certificat de premiers soins/RCR tenu à jour.
 - Possède son carnet d'immunisation tenu à jour.
 - Doit-être disponible pour participer aux formations offertes par le Service de Garderies ou toutes autres associations travaillant en partenariat avec le Service de Garderies.

Section V

Caractéristiques/Conditions particulières de l'emploi

1. Bonne coordination et agilité afin d'effectuer des activités physiques avec les enfants.
2. A un contact direct avec la clientèle qui peut transmettre des maladies contagieuses.
3. Disponible pour travailler le soir / réunion du personnel / réunion de parents
4. Évènement spéciaux hors des heures de travail / Foire commerciale / Parade de Noël

Section VI

Enjeux/Défis

1. Demande beaucoup de concentration et de jugement lors de prise de décision
2. Avoir la capacité de gérer plusieurs dossiers en même temps ou de changer de dossier dans un délai limité pendant la journée de travail
3. Excellentes aptitudes organisationnelles de gestion du temps dans le but d'établir les priorités et d'atteindre les objectifs de la garderie pendant le quart de travail
4. Cette position requiert de ne jamais laisser un enfant sans surveillance.
5. Rencontre des clients mécontents, parfois même désagréables et frustrés
6. Le lieu de rencontre avec la clientèle est un office ouvert
7. Être capable de travailler sous pression

Section VII

Gestion de personnel

Nombre d'employés coordonnés/supervisés directement et indirectement (temps plein) : _____

Nombre d'employés coordonnés/supervisés directement et indirectement (temps partiel) : _____

Type d'employés coordonnés/supervisés : _____

Budget d'opérations : _____

Section VIII

Processus d'approbation	Nom	Titre	Date
Description rédigée par :	Anne Morris-Bouchard	Gérante	28 octobre 2013
Description révisée par :	Thérèse Lefavre	Directrice Services communautaires	20 février 2014

Description approuvée par :			
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RAPPORT N° LOI2019-12-02

Date	27/11/2019
Soumis par	Pierre Boucher
Objet	Embauche - Éducatrice diplômée
# du dossier	Cliquez ici pour entrer du texte.

1) **NATURE / OBJECTIF :**

Recommander l'embauche d'une éducatrice diplômée pour le Service des garderies

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

N/A

3) **RECOMMANDATION DU SERVICE:**

QU'IL SOIT RÉSOLU que le conseil municipal accepte l'embauche de Mme Marie Jenny Toussaint Laphargue à titre d'éducatrice diplômée à temps plein, effectif le 16 décembre 2019 et que celle-ci soit sujet à une période probatoire de six (6) mois; et

QU'IL SOIT ÉGALEMENT RÉSOLU que le salaire de Mme Marie Jenny Toussaint Laphargue soit établi à la Classe 7, niveau 2 (cols blancs) de la grille salariale en vigueur des employés syndiqués, tel que recommandé.

BE IT RESOLVED that Municipal Council hereby accepts the hiring of Mrs. Marie Jenny Toussaint Laphargue as a full-time certified educator, effective December 16th, 2019 and that she be subject to a probationary period of six (6) months; and;

BE IT ALSO RESOLVED that Mrs. Marie Jenny Toussaint Laphargue's salary be established at Level 2, Class 7 (White-Collars), of the unionized employee's salary scale, as recommended.

4) **HISTORIQUE :**

N/A

5) **DISCUSSION :**

À la suite de la publication de l'offre d'emploi à l'interne et l'externe, 10 candidatures ont été reçues les 5 candidates ont été retenues pour une entrevue. Les candidates ont été interviewées par le comité de

sélection composé de la gestionnaire et de la superviseure des garderies. Mme Marie Jenny Toussaint Laphargue a su démontrer au comité de sélection qu'elle a les compétences et l'expérience nécessaires pour bien remplir le poste d'éducatrice diplômée pour le service des garderies. Elle a accepté le salaire à la classe 7, niveau 2 (cols blancs) qui lui a été offert.

6) **CONSULTATION :**
N/A

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

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

Cette embauche est reliée à un poste existant et vacant et le montant nécessaire pour combler le poste est déjà prévu au budget.

9) **IMPLICATIONS LÉGALES :**
N/A

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

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

12) **DOCUMENTS D'APPUI:**

- Affichage du poste
- Grille salariale
- Description de tâches
- Résumé (disponible sur demande pour les membres du conseil)

<p align="center">OFFRE D'EMPLOI ÉDUCATEUR(TRICE) DIPLÔMÉ(E) Postes à plein temps (35 heures/semaine) <i>Seuls les employés membres du Syndicat canadien de la Fonction publique, section locale 503 pourront postuler à cette offre d'emploi</i></p>	<p align="center">EMPLOYMENT OFFER EARLY CHILDHOOD EDUCATOR Full time positions (35 hours/ week) <i>Only employee members of the Canadian Union of Public Employees, Local 503 will be able to apply for this position</i></p>
<p>Lieu de travail : Services des garderies, Cité de Clarence-Rockland</p> <p>Exigences :</p> <ul style="list-style-type: none"> ▪ Possède un diplôme collégial en éducation en services à l'enfance; ▪ Deux années d'expérience dans un service de garde licencié; ▪ Détient un certificat de Secourisme général et RCR-DEA niveau C à jour; ▪ Possède une habilité en communication pour pouvoir travailler avec les enfants, les parents et les membres de l'équipe; ▪ Bonnes connaissances des besoins et du développement des enfants âgés de 18 mois à 12 ans; ▪ Doit être bilingue (français et anglais, parlé et écrit); ▪ Fiche d'immunisation à jour; ▪ Une vérification du casier judiciaire 'Secteur vulnérable' doit être fournie à l'embauche seulement (elle doit dater de moins de trois mois avant la date où elle est requise) et est une condition d'emploi. <p>Salaire: Selon l'échelle salariale des employés syndiqués en vigueur.</p> <p><i>Seuls les candidats retenus pour une entrevue seront contactés. Des accommodations pour des besoins spéciaux sont disponibles sur demande</i></p>	<p>Work location: Day Care Services, City of Clarence-Rockland</p> <p>Requirements:</p> <ul style="list-style-type: none"> ▪ Holds an Early Childhood Educator diploma; ▪ Two years' experience in a licensed child care; ▪ Holds a valid Standard First Aid and CPR / AED Level C certificate; ▪ Good communication skills to be able to work with children, staff and parents; ▪ Good knowledge of children's needs and development from 18 months to 12 years old; ▪ Must be bilingual (French-English, oral and written); ▪ Personal Immunization record to date; ▪ A criminal record check 'Vulnerable Sector' must be provided upon hiring only (must be dated less than three months prior to the requested date) and is a condition of employment. <p>Salary: According to the union salary scale in effect.</p> <p><i>Only candidates selected for an interview will be contacted. Accommodations for job applicants with disabilities are available upon request</i></p>
<p>Les personnes intéressées doivent faire parvenir leur curriculum vitae portant la mention « Offre d'emploi, éducateur(trice) diplômé(e) à plein temps » avant 16 h, le 18 octobre 2019 à :</p> <p align="center">Chantal Vachon Ressources humaines Cité de Clarence-Rockland 1560, rue Laurier Rockland, ON K4K 1P7 hr@clarence-rockland.com</p>	<p>Interested candidates are requested to submit their résumé marked "Employment offer, Early Childhood Educator, Full-time" before 4:00 p.m., October 18th, 2019 to:</p> <p align="center">Chantal Vachon Human Resources City of Clarence-Rockland 1560 Laurier Street Rockland, ON K4K 1P7 hr@clarence-rockland.com</p>

Annex "A" Salary Scale – "White-Collars"

«WHITE-COLLARS» Group/Class & /Title		January 1 st	Level 1	Level 2	Level 3	Level 4
Class 1	<ul style="list-style-type: none"> • Asset Management Analyst • Project Co-ordinator • Community Service Co-ordinator • Engineer • Activity Coordinator • Technologist III • Urban Planner III 	2017	\$35.804	\$37.254	\$38.744	\$40.274
		2018	\$36.430	\$37.905	\$39.422	\$40.979
		2019	\$37.068	\$38.569	\$40.112	\$41.696
		2020	\$37.716	\$39.244	\$40.814	\$42.426
Class 2	<ul style="list-style-type: none"> • By-Law Co-ordinator • Operations Co-ordinator 	2017	\$32.095	\$34.212	\$36.471	\$38.877
		2018	\$32.656	\$34.811	\$37.109	\$39.558
		2019	\$33.228	\$35.420	\$37.758	\$40.250
		2020	\$33.809	\$36.040	\$38.419	\$40.954
Class 3	<ul style="list-style-type: none"> • Engineer Inspector • Construction Inspector • Urban Planner II • Technologist II 	2017	\$28.424	\$29.954	\$31.931	\$34.037
		2018	\$28.921	\$30.478	\$32.490	\$34.633
		2019	\$29.427	\$31.011	\$33.058	\$35.239
		2020	\$29.942	\$31.554	\$33.637	\$35.856
Class 4		2017	\$26.891	\$28.685	\$30.477	\$32.270
		2018	\$27.362	\$29.187	\$31.010	\$32.834
		2019	\$27.841	\$29.697	\$31.553	\$33.409
		2020	\$28.328	\$30.217	\$32.105	\$33.994
Class 5	<ul style="list-style-type: none"> • Finance Co-ordinator • Asset Management Technician • Urban Planner I • Technologist I • Financial Clerk 	2017	\$26.108	\$27.414	\$28.783	\$30.224
		2018	\$26.565	\$27.894	\$29.287	\$30.753
		2019	\$27.030	\$28.382	\$29.799	\$31.291
		2020	\$27.503	\$28.879	\$30.321	\$31.838

Class 6 A	• Tax Clerk	2017	\$27.172	\$28.026	\$28.915	\$29.837
		2018	\$27.647	\$28.517	\$29.421	\$30.359
		2019	\$28.131	\$29.016	\$29.935	\$30.891
		2020	\$28.623	\$29.523	\$30.459	\$31.431
Class 6 B	• Technicians	2017	\$24.203	\$25.962	\$27.831	\$29.832
		2018	\$24.626	\$26.416	\$28.318	\$30.355
		2019	\$25.057	\$26.878	\$28.814	\$30.886
		2020	\$25.496	\$27.349	\$29.318	\$31.426
Class 7	• Certified Educator	2017	\$21.949	\$23.944	\$25.970	\$28.009
		2018	\$22.333	\$24.363	\$26.424	\$28.500
		2019	\$22.724	\$24.790	\$26.887	\$28.998
		2020	\$23.121	\$25.223	\$27.357	\$29.506
Class 8	• Administrative Assistant • Client Service Centre Agent • Accounts Payable Clerk • Accounts Receivable Clerk • Cashier Clerk • Internal Clerk for Public Services • Cook	2017	\$21.348	\$22.203	\$23.092	\$24.014
		2018	\$21.722	\$22.591	\$23.496	\$24.434
		2019	\$22.102	\$22.987	\$23.907	\$24.862
		2020	\$22.489	\$23.389	\$24.325	\$25.297
Class 9	• Non-Certified Educator	2017	\$20.846	\$21.666	\$22.520	\$23.406
		2018	\$21.211	\$22.045	\$22.914	\$23.815
		2019	\$21.582	\$22.431	\$23.315	\$24.232
		2020	\$21.960	\$22.823	\$23.723	\$24.656

Annex "A" Salary scale – "Blue-Collars"

«Blue-Collar» Group/Class & /Title		January 1 st	Level 1	Level 2	Level 3	Level 4
Class 1	• Mechanical Operator	2017	\$26.468	\$28.848	\$31.444	\$34.278
		2018	\$26.931	\$29.353	\$31.994	\$34.877
		2019	\$27.403	\$29.867	\$32.554	\$35.488
		2020	\$27.882	\$30.389	\$33.124	\$36.109
Class 2	• Law Enforcement Officer • Operator/labourer • Mechanic's helper • Facility Condition Assessment Agent	2017	\$21.934	\$23.940	\$25.957	\$27.987
		2018	\$22.318	\$24.359	\$26.412	\$28.477
		2019	\$22.709	\$24.785	\$26.874	\$28.975
		2020	\$23.106	\$25.219	\$27.344	\$29.483
Class 3	• Laborer, Infrastructure and Engineering Services • Laborer, Community Services • External Clerk • Laborer, Environmental Services	2017	\$20.936	\$21.730	\$22.535	\$23.407
		2018	\$21.302	\$22.110	\$22.929	\$23.816
		2019	\$21.675	\$22.497	\$23.330	\$24.233
		2020	\$22.055	\$22.891	\$23.738	\$24.657
Class 4	• Janitor	2017	\$18.409	\$19.123	\$19.894	\$20.676
		2018	\$18.731	\$19.458	\$20.242	\$21.037
		2019	\$19.059	\$19.798	\$20.597	\$21.406
		2020	\$19.392	\$20.145	\$20.957	\$21.780



DESCRIPTION D'EMPLOI

Section I

Identification du poste	
Titre de l'emploi :	Éducatrice diplômée
Service :	Services Communautaires
Nom du supérieur immédiat :	Thérèse Lefaivre
Titre du supérieur immédiat :	Directrice des Services Communautaires
Date :	28 octobre 2013

Section II

Description sommaire du poste (raison d'être)

Planifier, présenter et maintenir une programmation adaptée selon l'âge des enfants du groupe auquel l'éducatrice est attitrée, afin de s'assurer de la qualité du programme. S'assurer d'offrir un environnement propre où les standards de sécurité sont maintenus afin de minimiser tout risque de blessures ou d'incidents de la clientèle et du personnel de la garderie.

Section III

Principales tâches et responsabilités

1. Préparer un programme de qualité, selon l'âge des enfants visés, afin de s'assurer que les activités présentées assurent le développement cognitif, émotif, social, physique et intellectuel. Ce programme doit être remis à la chef d'équipe et/ou superviseur de la garderie une fois par semaine, selon l'échéancier du superviseur ou chef d'équipe, avant de le présenter aux enfants.
2. Organise et supervise les activités extérieures et organise des activités intérieures lorsque survient des intempéries.
3. Prends les présences journalières et note tous les messages dans l'agenda.
4. Administre les médicaments selon les directives du médecin, de l'Acte des Garderies et des parents. Remets le formulaire de médicament que le parent doit compléter avant d'administrer le médicament.
5. Observe et évalue le développement des enfants de façon régulière afin de modifier le programme selon le besoin des enfants.
6. Fais les pratiques de feu avec les enfants une fois par mois, les inspections d'ouverture de la garderie et de l'aire de jeu extérieure sont faites chaque matin. Le rinçage d'eau est fait tous les lundis avant l'ouverture de la garderie.
7. Rapporter toutes inquiétude ou incongruité à la chef d'équipe et/ou superviseur de la garderie.

8. Remettre sa feuille de temps selon l'échéancier établi à la chef d'équipe et/ou superviseur de la garderie.
9. Signer les politiques et règlements relatifs au Service de Garderies annuellement.
10. Référer les clients avec des inquiétudes ou des questions à la chef d'équipe et/ou superviseur de la garderie.
11. Rédiger les rapports nécessaires soit rapport journalier à chaque jour ou accident ou autres rapports lorsqu'un incident survient, en respectant les échéanciers établis.
12. Aider à la chef d'équipe et/ou superviseur de la garderie lors des levées de fonds et activités éducatives pendant l'année pour la clientèle.
13. Respecter l'horaire des employés remis par la chef d'équipe et/ou superviseur de la garderie afin de maintenir le ratio enfants/adultes requis et assurer une bonne communication avec l'équipe de travail.
14. Participer aux réunions du personnel et aux réunions de parents organisées par la chef d'équipe et/ou superviseur de la garderie.
15. L'éducatrice diplômée doit rencontrer les règlements et politiques du Service de Garderies, de l'Acte des Garderies et du Bureau de Santé.
16. Participer à la planification et la mise en œuvre de programmes pour les enfants à besoins particuliers, en complicité avec les Services d'Intégrations de Prescott-Russell, tout en rencontrant la philosophie et les politiques du Service de Garderies.
17. Remettre la liste de fournitures nécessaires pour le bon déroulement du programme à la chef d'équipe et/ou superviseur de la garderie. Retirer de la salle les items brisés ou abîmés, qui pourraient représenter un danger pour les enfants et informer la chef d'équipe et/ou superviseur de la garderie.
18. Remettre la correspondance ou les messages des clients à la chef d'équipe et/ou superviseur de la garderie afin qu'elle puisse faire un suivi dès que possible.
19. Assurer le maintien et l'entretien de l'équipement des salles et de l'aire de jeu extérieur. Ceci implique certaines tâches ménagères telles que le nettoyer et désinfecter les jouets et les mobiliers de la garderie, ranger les lits, balayer la salle et nettoyer les tables après les repas et collation, faire du lavage et de la vaisselle, etc.
20. Superviser et guider les étudiants en stage pratique durant l'année scolaire. Assister ces étudiants lors des activités présentées aux enfants, observer et évaluer leur performance et préparer les rapports d'évaluations de leur rendement pendant leur stage, pour les besoins du professeur responsable du stage.
21. Signaler tout incident ou soupçon d'abus aux autorités concernées.
22. Effectuer toutes autres tâches connexes.
23. L'évolution et l'innovation technologiques peuvent entraîner des modifications à la nature des tâches,

des responsabilités et des méthodes de travail propre à ce poste. Le Conseil de la Corporation pourra considérer des changements à la description de tâches, suite aux recommandations de l'Administrateur en chef/greffier ou du Directeur des Ressources Humaines.

Section IV

Exigences du poste

- **Formation requise** : Détiens un diplôme en Garde Éducative à l'enfance ou équivalence
- **Association professionnelle, s'il y a lieu** : A adhéré à l'Ordre des Éducatrices et Éducateurs de l'Ontario
- **Expérience requise** : 1 an d'expérience dans le domaine de garde éducative licencié
- **Habiletés et compétence requises** :
 - Connaissance de la Loi sur les Garderies
 - Connaissance du Cadre d'Apprentissage dans le but d'offrir un programme de qualité supérieure et stimulant pour le développement des enfants âgés de 18 mois à 12 ans.
 - Connaissance des jeux éducatifs, activités et qualités des jouets, habilité de créer un environnement sain, stimulant et sécuritaire pour les enfants
 - Connaissance du Guide Alimentaire Canadien
 - Excellente aptitude organisationnelle et de gestion du temps dans le but d'établir les priorités et d'atteindre les objectifs de la garderie.
 - Connaissance de l'équipement incluant l'ordinateur, système téléphonique, photocopieur, télécopieur, etc....
 - Capacité de travailler en français et en anglais, oral et écrit.
 - Bonne aptitude de communication verbale afin de fournir l'information de façon efficace et plaisante à l'administration du Service de Garderies, aux clients, visiteurs et équipe de travail.
 - Possède un rapport d'antécédent judiciaire clair de 3 mois ou moins lors de l'assignation au poste d'éducatrice.
 - Possède un certificat de premiers soins/RCR tenu à jour.
 - Possède son carnet d'immunisation tenu à jour.
 - Doit-être disponible pour participer aux formations offertes par le Service de Garderies ou toutes autres associations travaillant en partenariat avec le Service de Garderies.

Section V

Caractéristiques/Conditions particulières de l'emploi

1. Bonne coordination et agilité afin d'effectuer des activités physiques avec les enfants.
2. A un contact direct avec la clientèle qui peut transmettre des maladies contagieuses.
3. Disponible pour travailler le soir / réunion du personnel / réunion de parents
4. Évènement spéciaux hors des heures de travail / Foire commerciale / Parade de Noël

Section VI

Enjeux/Défis

1. Demande beaucoup de concentration et de jugement lors de prise de décision
2. Avoir la capacité de gérer plusieurs dossiers en même temps ou de changer de dossier dans un délai limité pendant la journée de travail
3. Excellentes aptitudes organisationnelles de gestion du temps dans le but d'établir les priorités et d'atteindre les objectifs de la garderie pendant le quart de travail
4. Cette position requiert de ne jamais laisser un enfant sans surveillance.
5. Rencontre des clients mécontents, parfois même désagréables et frustrés
6. Le lieu de rencontre avec la clientèle est un office ouvert
7. Être capable de travailler sous pression

Section VII

Gestion de personnel

Nombre d'employés coordonnés/supervisés directement et indirectement (temps plein) : _____

Nombre d'employés coordonnés/supervisés directement et indirectement (temps partiel) : _____

Type d'employés coordonnés/supervisés : _____

Budget d'opérations : _____

Section VIII

Processus d'approbation	Nom	Titre	Date
Description rédigée par :	Anne Morris-Bouchard	Gérante	28 octobre 2013
Description révisée par :	Thérèse Lefavre	Directrice Services communautaires	20 février 2014

Description approuvée par :			
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REPORT N° INF2019-032

Date	18/11/2019
Submitted by	Julian Lenhart
Subject	Contract Award Wastewater Treatment Plant
File N°	INF2019-032

1) NATURE/GOAL :

The purpose of this report is to increase the funding authority for the wastewater treatment plant upgrade program and award the construction contract for these works.

2) DIRECTIVE/PREVIOUS POLICY :

Council provided direction to staff to bring forward a report for the November 18, 2019 Council agenda with respect to increasing the funding authority for the subject program and awarding the associated construction contract. This report addresses that direction.

3) DEPARTMENT'S RECOMMENDATION :

WHEREAS Council has approved funding for the Wastewater Treatment Plant Upgrades in the amount of \$12,600,000;

WHEREAS tenders were called to retain a general contractor for this project;

WHEREAS Louis W Bray Limited submitted the lowest bid in the amount of \$16,923,760 (excluding HST);

WHEREAS the revised project expenditures for the upgrades are now estimated to be \$22,000,000;

BE IT RESOLVED THAT an additional \$9,400,000 in funding authority be approved for this project bringing the project cost upset limit to \$22,000,000;

BE IT FURTHER RESOLVED THAT this additional funding be secured from the issuance of long-term debt;

BE IT FURTHER RESOLVED THAT the City execute an agreement with Louis W Bray Limited in the amount of \$16,923,760 (excluding HST) for the construction of the wastewater treatment plant upgrades.

ATTENDU QUE Le Conseil a approuvé un financement de 12 600 000 \$ pour la modernisation de l'usine de traitement des eaux usées;

ATTENDU QUE des appels d'offres ont été lancés pour retenir les services d'un entrepreneur général pour ce projet;

ATTENDU QUE Louis W Bray Limited a présenté l'offre la plus basse, au montant de 16 923 760 \$ (TVH en sus);

ATTENDU QUE les dépenses de projet révisées pour les améliorations sont maintenant estimées à 22 000 000 \$;

QU'IL SOIT RÉSOLU QU'une autorisation de financement supplémentaire de 9 400 000 \$ soit approuvée pour ce projet, ce qui porte à 22 000 000 \$ la limite de dépassement des coûts du projet;

QU'IL SOIT RÉSOLU QUE ce financement supplémentaire soit financé par l'émission de dette à long terme;

QU'IL SOIT RÉSOLU QUE la Cité signe avec Louis W Bray Limited une entente d'un montant de 16 923 760 \$ (TVH en sus) pour la construction de la modernisation de l'usine de traitement des eaux usées.

4) BACKGROUND :

In October 2017, Council approved an amendment to the capital works budget for this project to an upset limit of \$12,586,000 and is to be funded as follows:

Development Charges:	\$5,000,000
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Long Term Debt Financing:	\$7,586,000
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The City had received approval for \$1.14 million in financial assistance from the Ontario Community Infrastructure Funding (OCIF) program. Receipt of these monies was conditional on the approved construction works being completed by no later than December 31, 2019. In an effort into comply with this timeline, staff elected to "compress" the project tender award date by prequalifying contractors. Contractors were requested to submit an expression of interest to undertake the construction work by providing a general overview of the firm, detailing their experience's on similar related projects and delineate their capacity to undertake a project of this magnitude. etc.

Ultimately five (5) firms were shortlisted to provide quotations for the approved scope of work associated with the wastewater treatment

plant upgrades. Tenders were sent out to general contractors on August 1, 2019 and closed September 6, 2019. The following bids were received for the project:

Louis W Bray Construction Limited	\$16,923,760
Asco Construction Inc.	\$17,816,076
North America Construction (1993) limited	\$20,031,030
Thomas Fuller Construction Company Limited	\$21,594,613
Ed Brunet & Associates Canada Inc.	No Bid

The low bid from Louis W Bray Construction Limited was reviewed by the project team and found to be without any irregularities. Reference checks were also undertaken with organizations that have worked with the firm and were found to be acceptable.

5) **DISCUSSION :**

Based on Louis Bray's low bid of \$16,923,760, the projected cost of the wastewater treatment plant is summarized as follows:

Construction Contracts:	\$16,923,760
Engineering (design, CA, inspection etc.)	\$1,414,000
Contingency (17.85%) (Approx.)	\$3,273,290
HST (1.8%) (Approx.)	\$388,949

Total Project Cost	\$22,000,000
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Value Engineering:

It is acknowledged that there is a significant cost increase required for this project. Staff has had discussions with the contractor and it has been agreed that a Value Engineering exercise will take place after the award in order to assess if there are any cost efficiencies that can be realized. The contractor's perspective would be value in assessing areas where cost savings may be realized.

There is a requirement to amend the approved funding allocation for this project. Accordingly, staff recommends that an additional \$9.4 million in long-term debt financing be approved for this project.

Staff Recommendations:

It is recommended that:

- Louis W Bray Construction Limited be awarded the construction contract for the wastewater treatment plant works to an upset limit of \$16,923,760 and

- the funding authority for the treatment plant works be amended from \$12,586,000 to \$22,000,000 with the additional funding authority coming from the issuance of Long-Term Debt.

Implementation Schedule:

Subject to Council's approval of the award an additional funding requirements, the following provides a summary of the key milestone dates associated with this project:

Committee recommendation-amended budget	November 18, 2019
Council Approval	December 02, 2019
Contract Award	December 03, 2019
Construction Start	May 2019
Construction Completion and Commissioning	December 2021
Post Construction and Warranty	Jan. 2022 to Jan. 2023

6) **CONSULTATION:**

The municipality has had discussion with local affected residents and businesses regarding the issues surrounding the operation of the water treatment plant. These consultants of discussions will continue as the project proceeds forward.

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

N/A

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

Currently the approved funding for the Waste Treatment Plant upgrades in the amount of \$12.6 million have been approved as part of the 2018 Capital Works Budget deliberation process. \$5 million was funded from development charges and \$7.586 million to be debt financed. Staff recommends that the increased budget requirement of \$9.4 million, the funding will be secured from the issuance of long-term debt financing.

9) **LEGAL IMPLICATIONS :**

Failure to implement the waste treatment plant upgrades could result in legal actions from the affected businesses and area residents. As well, the Ministry of Environment and Climate Change (MOECC) may elect to issue a Provincial Order if the municipality does not demonstrate a willingness to address the waste treatment plant requirements. The City also increases the risk of wastewater discharge quality not meet MOECC criteria as stipulated in the City's ECA. This could result in the issuance of Provincial Orders or fines.

10) **RISK MANAGEMENT:**

Implementation of this program will demonstrate the municipality's commitment to providing effective stewardship of its infrastructure. The program will assist in mitigating the negative operational issues such as odour generation etc. at the treatment facility

11) **STRATEGIC IMPLICATIONS:**

The installation of a preliminary screen for the sewage treatment plant will reduce odours and will allow the proper treatment of sewage prior to discharging into the Ottawa River. This will place the City in compliance with MOECC effluent discharge criteria. It will also allow the business owners in the industrial park full enjoyment of their properties and no impacts on their clients. Delaying the repair of the concrete slab could result in increased deterioration leading to an increased safety risks and future repair costs and prevent the City from using this valuable storage area. The upgrades of the Pumping Station #1 and the twinning of the sanitary sewage forcemain will allow for growth to continue. Without these upgrades further large development may be jeopardized.

12) **SUPPORTING DOCUMENTS:**



LOI2010-12-03

Date	27/11/2019
Soumis par	Martin Irwin
Objet	Distribution du Fonds discrétionnaire 2019 des CUPR pour les activités communautaires, récréatives et culturelles
# du dossier	M02 DIS

RAPPORT N°**1) NATURE / OBJECTIF :**

Depuis 2015, la municipalité reçoit une somme de 10 000 \$ de la part des Comtés unis de Prescott Russell pour couvrir certains coûts pour des activités communautaires, culturelles ou récréatives dans la Cité. Les Comtés Unis demandent à ce que la municipalité identifie les projets auxquels les fonds seront transmis.

2) DIRECTIVE/POLITIQUE ANTÉCÉDENTE :

En 2018, le montant de 10 000 \$ fût utilisé pour défrayer les coûts associés à la tenue du Festival de la rivière des Outaouais, de la Fête du Canada, des Jeux des aîné(e)s ainsi que l'exposition d'œuvres d'art au Complexe récréatif et culturel de la Cité de Clarence-Rockland.

3) RECOMMANDATION DU SERVICE :

ATTENDU QUE la Cité de Clarence-Rockland a reçu une somme de 10 000 \$ de la part des Comtés Unis de Prescott Russell pour couvrir certains coûts pour des activités communautaires, récréatives et culturelles en 2019;

QU'IL SOIT RÉSOLU QUE le conseil municipal accepte que le montant de 10 000\$ soit octroyé de la façon suivante :

- 5000 \$ au Festival de la rivière des Outaouais;
- 3000 \$ à la Fête du Canada 150;
- 1500 \$ à l'organisation de l'exposition d'œuvres d'art au Complexe récréatif et culturel de la Cité de Clarence-Rockland; et
- 500 \$ aux Jeux des aîné(e)s, tel que recommandé.

WHEREAS the City of Clarence-Rockland received an amount of \$10 000 from the United Counties of Prescott-Russell in 2019 to cover certain costs for community, recreational and cultural activities;

BE IT RESOLVED THAT Council accepts that the amount of \$10,000 be granted as follows:

- \$5,000 to the Ottawa River Festival;
- \$3,000 to the Canada 150 Celebrations;
- \$1,500 Art Exhibit at the City of Clarence-Rockland Cultural and Recreational Complex; and
- \$500 to the Clarence-Rockland Senior Games, as recommended.

4) **HISTORIQUE :**

Selon les modalités de la subvention, la somme de 10 000 \$ doit être dépensée envers des activités de nature culturelles et communautaires qui se déroulent dans la Cité de Clarence-Rockland.

5) **DISCUSSION :**

N/A

6) **CONSULTATION :**

N/A

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

N/A

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

L'attribution du fonds discrétionnaire vers les activités mentionnées a été prise en considération lors du processus budgétaire 2019. Ces transferts doivent donc rester tels quels sans quoi il y aura un manque à gagner dans le budget de chacune des activités.

9) **IMPLICATIONS LÉGALES :**

N/A

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

N/A

11) **IMPLICATIONS STRATÉGIQUES :**

N/A

12) **DOCUMENTS D'APPUI:**

N/A



REPORT N° AMÉ-19-97-R

Date	18/11/2019
Submitted by	Marie-Eve Bélanger
Subject	CIP Project Area modification
File N°	D-18

1) **NATURE/GOAL :**

The nature of this report is to modify the Community Improvement Project Area.

2) **DIRECTIVE/PREVIOUS POLICY :**

On September 16, 2019, Council approved the following member's resolution:

WHEREAS the Rockland Family Chiropractic and Wellness centre used to be located in the plaza at 2768 Laurier; and

WHEREAS prior to moving to 1055 Laurier Street, the owners were lead to believe that they would qualify for funding under the Community Improvement Plan (CIP) Incentive Program at this new address; and

WHEREAS their application was rejected due to the fact that their new installations are not within the qualifying core area; and

WHEREAS Council may extend, revise, or alter this CIP subject to funding, the objectives of Council, and the performance of the CIP through a formal amendment process;

BE IT RESOLVED THAT Council hereby mandates the administration to prepare a formal amendment to the Community Improvement Plan in order to expand the geography to which the financial programs outlined in the CIP apply and to change the criteria to which area wide CIPs apply where necessary, in an effort to approve the application submitted by the Rockland Family Chiropractic and Wellness Centre.

3) **DEPARTMENT'S RECOMMENDATION :**

WHEREAS Council has approved by-law 2017-02 to establish a Community Improvement Project Area;

WHEREAS Council has requested on September 16, 2019 to extend the Project Area to 1055 Laurier Street;

THAT the Committee of the Whole recommends that Council approve the proposed by-law as attached to Report No. AME-19-97-R, hereby repealing By-Law No. 2017-02; and

THAT the Committee of the Whole recommends that Council agrees that the application submitted by the owners of 1055 Laurier Street be approved under the CIP Program even though the application was submitted after the works were completed.

ATTENDU QUE le conseil a adopté le règlement 2017-02 afin d'établir une zone d'amélioration communautaire;

ATTENDU QUE le conseil a demandé, le 16 septembre 2019 de prolonger l'étendu de la zone afin d'inclure le 1055 rue Laurier;

QUE le Comité plénier recommande que le conseil approuve le règlement proposé tel qu'inclus avec le rapport AME-19-97-R, visant à abroger le règlement 2017-02; et

QUE le Comité plénier recommande au conseil d'accepter la demande soumise par les propriétaires du 1055 rue Laurier sous le programme d'amélioration communautaire même si la demande a été soumise après que les travaux ont été complétés.

4) **BACKGROUND :**

On February 22, 2019, Council approved By-law 2017-02, which established the CIP Project Area, being the Commercial Core Area of Laurier Street.

5) **DISCUSSION :**

As per the Planning Act, Council may by by-law designate the whole or any part of an area covered by an Official Plan as a community improvement project area.

Staff had identified in 2017 that the Commercial Core Area of Rockland be identified as part of the project area and was approved as is.

Following the September 16, 2019 Council meeting, it was recommended that the project area be extended to include 1055 Laurier Street.

6) **CONSULTATION:**

n/a

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

n/a

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

n/a

9) **LEGAL IMPLICATIONS :**

n/a

10) **RISK MANAGEMENT :**
n/a

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

12) **SUPPORTING DOCUMENTS:**
By-law 2019-x

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NO. 2019-109

**BEING A BY-LAW OF THE CITY OF CLARENCE-ROCKLAND TO
DESIGNATE THE PROPERTIES ALONG LAURIER STREET AS THE
COMMUNITY IMPROVEMENT PROJECT AREA**

WHEREAS pursuant to Section 28(2) of the *Planning Act*, R.S.O. 1990. c. P.13, Council may designate the whole or any part of an area covered by an Official Plan as a community improvement project area; and

WHEREAS Section 9.8 of the City of Clarence-Rockland Official Plan contemplates the preparation of Community Improvement Plans for designated Community Improvement Project Areas; and

WHEREAS on September 16, 2019, Council mandated the administration to amend the Community Improvement Plan Project Area to expand the geography to which the financial programs apply;

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

1. **THAT** The lands illustrated on Schedule "A" to this by-law are designated as the City of Clarence-Rockland Community Improvement Project Area;
2. **THAT** By-law 2017-02 be repealed;
3. **THAT** this by-law shall come into force in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c.P.13, as amended.

**READ, PASSED AND ADOPTED BY COUNCIL, THIS 2ND DAY OF
DECEMBER, 2019.**

Guy Desjardins, Mayor

Monique Ouellet, Clerk

SCHEDULE A



**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
BY-LAW NUMBER 2019-85**

A BY-LAW WITH RESPECT TO DEVELOPMENT CHARGES

WHEREAS the City of Clarence-Rockland (“the City”) will experience growth through development and re-development;

AND WHEREAS development and re-development requires the provision of physical and social services by the City of Clarence-Rockland;

AND WHEREAS Council desires to ensure that the capital cost of meeting development-related demands for or burden on municipal services does not place an excessive financial burden on the City of Clarence-Rockland or its existing taxpayers while at the same time ensuring new taxpayers contribute no more than the net capital cost attributable to providing the current level of municipal services;

AND WHEREAS the *Development Charges Act, 1997* permits Council to pass by-laws for the imposition of development charges if development or re-development of land within the City of Clarence-Rockland is for uses which would increase the need for municipal services and any one or more of the actions set out in subsection 2(2) of the *Development Charges Act, 1997* are required for such development or re-development;

AND WHEREAS the Council of the Corporation of the City of Clarence-Rockland has given notice in accordance with section 12 of the Act, of its intention to pass a by-law under section 2 of the said Act;

AND WHEREAS Council had before it a report entitled the “Development Charges Background Study”, submitted by Hemson Consulting Ltd. dated September 18, 2019 (the “Study”);

AND WHEREAS Council of the Corporation of the City of Clarence-Rockland, hereby determines that the future excess capacity identified in the Study dated September 18, 2019, shall be paid for by the development charges contemplated in the Study;

AND WHEREAS Council of the City of Clarence-Rockland on December 2, 2019 determined that the increase in the need for services attributable to the anticipated development as contemplated in the Study, including any capital costs, will be met by updating the capital budget and forecast for the City of Clarence-Rockland, where appropriate;

AND WHEREAS the Council of the City of Clarence-Rockland has given consideration of the use of more than one Development Charge By-law to reflect different needs for services in different areas, also known as “area rating” or “area specific development charges”, and has determined that for the services, and associated infrastructure proposed to be funded by development charges under this by-law, that it is fair and reasonable that the charges be calculated on a municipal-wide basis;

AND WHEREAS the Study dated September 18, 2019 includes an Asset Management Plan that deals with all assets whose capital costs are intended to be funded under the Development Charge By-law and that such assets are considered to be financially sustainable over their full life-cycle;

AND WHEREAS the Council of the City of Clarence-Rockland will give consideration to incorporating the Asset Management Plan outlined in the Study within the City of Clarence-Rockland ongoing practices and Corporate Asset Management Plan;

AND WHEREAS Council has reviewed the Study and has considered the comments of the public at a public meeting duly called on October 22, 2019, to consider the enactment of a by-law under the Development Charges Act, 1997;

AND WHEREAS Council of the Corporation of the City of Clarence-Rockland agrees that no further public meetings are required under Section 12 of the Act.

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

1. In this By-law terms have the following meanings:

- (a) “Act” means the Development Charges Act, 1997, as amended;
- (b) “Agricultural Use” means a use of land, buildings or structures for the purpose of field crops, fruit farming, market gardening, dairying, animal husbandry, poultry or beekeeping and such uses, structures and buildings as are customarily related to a farming operation, but does not include a Dwelling Unit;
- (c) “Apartment Unit” (Apt) means a any residential dwelling unit within a building containing three or more dwelling units where access to each residential unit is obtained through a common entrance or entrances from the street level and the residential units are connected by an interior corridor;

- (d) “Bedroom” (BR) includes any room which can be used as sleeping quarters but does not include a kitchen, bathroom, living room or dining room;
- (e) “Board of Education” has the same meaning as that specified in subsection 29(1) of the Act;
- (f) “Capital Cost” means costs incurred or proposed to be incurred by a municipality or a local board or commission thereof directly or under an agreement;
 - i. to acquire land or an interest in land,
 - ii. to improve land,
 - iii. to acquire, construct or improve buildings and structures,
 - iv. to acquire, construct or improve facilities including,
 - 1. rolling stock with an expected useful life of seven years or more, furniture and equipment, excluding computer equipment and
 - 2. materials acquired for circulation, reference or information purposes by a library board as defined in the Public Libraries Act, R.S.O. 1998, and
 - v. to undertake studies in connection with any of the matters in clauses (f)(i) through (iv), required for the provision of designated services
- (g) “City” means the City of Clarence-Rockland;
- (h) “Commercial Use” means the use of land, structures or buildings for the purposes of buying or selling commodities and services, but does not include Industrial Use or Agricultural Use, but does include hotels, motels, motor inns and boarding, lodging and rooming houses;
- (i) “Council” means the Council of the City of Clarence-Rockland;
- (j) “Development” means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of increasing the size or usability thereof, and includes re-development;
- (k) “Development Charge” means a charge imposed with respect to Growth-Related Net Capital Costs against land pursuant to the provisions of the within by-law;
- (l) “Duplex dwelling unit” shall mean a dwelling that is divided horizontally into two dwelling units.

- (m) “Dwelling Unit” means one or more habitable rooms designed or intended for use by one household exclusively as an independent and separate unit in which separate kitchen and sanitary facilities are provided for the exclusive use of the household with a private entrance from outside the building or from a common hallway or stairway inside the building;
- (n) “Existing” means the number, use and size that existed as of the date this by-law was passed;
- (o) “Growth-Related Net Capital Cost” means the portion of the Net Capital Cost of services that is reasonably attributable to the need for such Net Capital Cost that results or will result from new development in all or a defined part of the City;
- (p) “Industrial Use” means the use of land, buildings or structures designed for the purpose of manufacturing, assembling, making, preparing, inspecting, ornamenting, finishing, treating, altering, repairing, warehousing or storing or adapting for sale of any goods, substance, article or thing, or any part thereof and the storage of building and construction equipment and materials, as distinguished from the buying and selling of commodities and the supplying of personal services. This definition does not include Agricultural Use;
- (q) “Institutional Use” means land, buildings, structures or part thereof used by any organization, group or association for promotion of charitable, educational or benevolent objectives and not for profit or gain;
- (r) “Local Board” means a school board, public utility commission, transportation commission, public library board, board of park management, local board of health, board of commissioners of police, planning board, or any other board, commission, committee, body or local authority established or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes, including school purposes, of the City of Clarence-Rockland or any part or parts thereof;
- (s) “Local Services” means those services, facilities or things which are within the boundaries of, about or are necessary to connect lands to Services and an application has been made in respect of the lands under sections 51 and 53 of the Planning Act, R.S.O. 1990;
- (t) “Multiple Housing” means all residential dwellings other than single detached dwellings, semi-detached dwellings, duplex dwellings and apartment units;
- (u) “Net Capital Cost” means the Capital Cost less capital grants, subsidies and other

contributions made to the City or that the council of the municipality anticipates will be made, including conveyances or payments under sections 41, 51 and 53 of the *Planning Act, R.S.O. 1990*, in respect of the Capital Cost;

- (v) “Non-Residential Use” includes Commercial, Industrial and Institutional Uses;
- (w) “Non-Profit Housing” housing which is or is intended to be offered primarily to persons or families of low income and which is owned or operated by a non-profit corporation being a corporation, no part of the income of which is payable to or otherwise available for the personal benefit of a member or shareholder thereof;
- (x) “Official Plan” means the Official Plan adopted for the City, as amended and approved;
- (y) “Owner” means the owner of land or a person who has made application for an approval for the development of land upon which a Development Charge is imposed;
- (z) “Place of Worship” means that part of a building or structure that is exempt from taxation as a place of worship under the *Assessment Act, R.S.O. 1990*, c. A.31, as amended;
- (aa) “Rate” means the interest rate established weekly by the Bank of Canada based on Treasury Bills having a term of 91 days;
- (bb) “Regulation” means O. Reg. 82/98 as at February 20, 1998, as amended;
- (cc) “Residential Building” means a building, occupied or capable of being occupied as a home, residence or sleeping place by one or more persons, containing one or more Dwelling Units but not including motels, hotels, tents, truck campers, tourist trailers, mobile camper trailers or boarding, lodging or rooming houses;
- (dd) “Residential Use” means the use of a building or structure or portion thereof for one or more Dwelling Units. This also includes a Dwelling Unit on land that is used for an Agricultural Use, but does not include any other type of building erected on Agricultural land;
- (ee) “Row Housing Dwelling Unit” means a building that is divided vertically into three or more dwelling units, each of which has independent entrances, to a front and rear yard immediately abutting the front and rear walls of each dwelling unit;
- (ff) “Semi-Detached Dwelling Unit” means the whole of the building divided vertically from the foundation to the roof by an unpierced common wall into two

separate dwelling units each of which has an independent entrance directly from grade;

- (gg) “Services” means those services, facilities, accommodations and things shown on Schedule “A” to this by-law;
- (hh) “Services in Lieu” means those Services specified in an agreement made under clause 11 of this by-law;
- (ii) “Servicing Agreement” means an agreement to provide municipal services by the City of Clarence-Rockland to specified lands within the municipality;
- (jj) “Single Detached Dwelling Unit” means a completely detached dwelling unit to which entrance is gained only by a private entrance outside the building;
- (kk) “Temporary building or structure” means a building or structure constructed or erected on land for a continuous period not exceeding six months, or an addition or alteration to a building or structure that has the effect of increasing the total floor area thereof for a continuous period exceeding six months;
- (ll) “Total floor area” means:
 - i. In the case of a residential use building or structure, or in the case of a mixed-use building or structure with respect to the residential use portion thereof, the total area of all floors measured between the outside surfaces of exterior walls or between the outside surfaces of exterior walls and the centre line of party walls separating the dwelling unit from another dwelling unit or other portion of the building;
 - ii. In the case of a non-residential use building or structure or in the case of a mixed-use building or structure in respect of the non-residential portion

Thereof, the total area of all building floors above or below grade measured between the outside surfaces of the exterior walls or between the outside surfaces of exterior walls and the centre line of party walls separating two uses; and

1. Includes the area of a mezzanine as defined in the Ontario Building Code; and
2. Excludes those areas exclusively for parking of vehicles unless the parking of vehicles is the primary use of the building or structure.

- (mm) “Unit” includes a Dwelling Unit and Apartment Unit;
 - (nn) “Zoning By-Law” means the Zoning By-Law of the City of Clarence-Rockland, as adopted by Council, plus amendments or any successor thereof passed pursuant to the *Planning Act, R.S.O. 1990*;
2. (a) This by-law applies to all lands in the City of Clarence-Rockland whether or not the land or use thereof is exempt from taxation under s. 13 of the *Assessment Act*.
 - (b) Notwithstanding clause 2(a) above, this by-law does not apply to the development of land that is owned by and used for the purposes of:
 - i. A Board of Education;
 - ii. The City of Clarence-Rockland, or any local board or commission thereof;
 - iii. The United Counties of Prescott & Russell or any local board thereof;
 - iv. A place of worship and the land used in connection therewith; and
 - v. Temporary buildings or structures provided that such buildings are removed within six months of the issuance of a building permit.
 - (c) Notwithstanding clause 2(a) above, half of the prescribed charge is applicable to a residential use building erected and owned by non-profit housing corporation, provided that satisfactory evidence is provided to the Treasurer that the residential use building is intended for persons of low or modest incomes and that the dwelling units are being made available at values that are initially and will continue to be below current market levels in the County of Prescott & Russell.
3. Council hereby determines that the development of land, buildings or structures for Residential and Non-Residential Uses have required or will require the provision, enlargement, expansion or improvement of the Services shown in the proportions applicable to each such use on Schedule “A” hereto.
 4. (a) The development charge with respect to the use of any land, buildings or structures shall be calculated as follows;
 - i. In the case of residential development, or the residential portion of a mixed-use development, based upon the number and type of dwelling units; or
 - ii. In the case of non-residential development, or the non-residential portion of a mixed-use development, based upon the total floor area of such development
 - (b) The development charges described in Schedule B to this By-law shall be imposed on residential uses of lands, buildings or structures, including a dwelling unit

accessory to a non-residential use and, in the case of a mixed-use building or structure, on the residential component of the mixed-use building or structure, according to the type of residential use.

- (c) The development charges described in Schedule B to this By-law shall be imposed on non-residential uses of lands, buildings or structures and, in the case of a mixed-use building or structure, on the non-residential components of the mixed-use building or structure, and calculated with respect to each of the services according to the total floor area of the non-residential use.
 - (d) The Development Charges set out in this By-law are identified in Schedule B hereto and are payable in full, subject to the exemptions and credits herein from the effective date of this By-law.
 - (e) No development charge shall be imposed if a building that has been destroyed or legally demolished is rebuilt within three years of the destruction or demolition. If a different type of building is constructed, a credit equal to the development charge that would have been imposed on the original building, will apply.
5. (a) The whole of the development charge imposed hereunder shall be calculated and paid in full on the date a building permit under the *Building Code Act* is issued in respect of the building or structure for the use to which the development charge hereunder applies.
 - (b) No building permit shall be issued for any building or structure in respect of which the development charge applicable hereunder remains unpaid, unless an agreement permits a later payment.
 - (c) The Council may enter into a written agreement providing for payment of the development charges on any date that Council decides is appropriate.
 6. Nothing in this by-law prevents Council from requiring, as a condition of approval under section 51 or 53 of the *Planning Act, R.S.O. 1990*, that the Owner, at his own expense, install such Local Services as Council may require or that the Owner install local connections to municipal services at the Owner's expense.
 7. This By-law does not apply with respect to approvals related to the residential development of land, buildings or structures that would have the affect only:
 - (a) of permitting the enlargement of an existing dwelling unit;

- (b) of creating one or two additional dwelling units in an existing single detached dwelling;
 - (c) of creating one additional dwelling unit in an existing semi-detached dwelling or duplex dwelling; or
 - (d) of creating one additional dwelling unit in any other existing residential building, all as defined in the Regulations.
8. For the purposes of section 7, where a building permit has been issued for the construction of a single detached dwelling, semi-detached dwelling, or any other residential dwelling following the adoption of this by-law, such building shall be deemed not to be existing until such time as a provisional occupancy certificate has been granted and a final inspection has been completed. For the purposes of clarification, and without limiting the generality of the foregoing, where an applicant has paid Development Charges on issuance of building permit and prior to the granting of provisional occupancy by Building Department with respect to that building permit, the applicant or such successor permit holder, alters, modifies, etc., the building to add dwelling unit(s), such additional dwelling unit(s) shall not be eligible for the exemptions set out in section 7 with respect to the payment of Development Charges.
 9. Notwithstanding Subsections 7(b) to (d), a Development Charge shall be imposed with respect to the creation of one or two additional dwelling units in a dwelling, if the gross floor area of the additional one or two dwelling units exceeds, the gross floor area of the existing dwelling unit in Subsection 7(b) and 7(c), and the smallest existing dwelling unit in Subsection 7(d).
 10. The development charges established hereunder may be adjusted without amendment to this by-law annually as of the 31st of December in each year commencing on 31st December, 2020, in accordance with the most recent twelve month change in Statistics Canada Quarterly, Construction Price Statistics.
 11. (a) Council, by written agreement, may permit an Owner to commute the whole or such part of the development charge applicable to the Owner's development, as may be specified in the agreement, by the provision at the Owner's sole expense of Services in Lieu. Such agreement shall further specify that where the Owner provides Services in Lieu in accordance with the agreement, Council shall give to the Owner a credit against the Development charge otherwise applicable to his development equal to the reasonable cost of providing the Services in Lieu.
 - (b) In any agreement made under clause 11 (a), Council may also give a further credit

equal to the owner's reasonable cost of providing Services in addition to or of a greater size or capacity than would be required under this by-law, but may not give the credit against the development charge payable.

- (c) Any dispute as to the reasonable cost of providing the Services in Lieu or the Services mentioned in clause 11 (a) and (b) above shall be referred to the City of Clarence-Rockland Council whose decision shall be final and binding.
12. A copy of this by-law may be registered against such lands in the City of Clarence-Rockland as Council by resolution from time to time may direct.
 13. Any amount of development charge which remains unpaid after the date specified in clause 5 or in a written agreement shall be added to the tax roll and collected as unpaid taxes.
 14. The Treasurer of the City of Clarence-Rockland shall administer this by-law.
 15. (a) Any agreement made under section 51 or 53 of the *Planning Act, R.S.O. 1990*, before the date this by-law comes into force which provides for the payment of a lot levy, capital contribution or other charge shall remain in full force and effect and be enforceable according to its terms.
 - (b) The Treasurer in calculating the development charge payable under clause 4, above shall deduct from the development charge otherwise payable any amount paid pursuant to an agreement mentioned in clause 11 (a), above.
 - (c) Where a lot levy, or development charge was collected as a condition for a lot created by consent pursuant to Section 53 of the *Planning Act R.S.O. 1990*, then the amount collected shall be deducted from the Development Charge at the time the Building Permit is issued.
 16. (a) Council directs the Treasurer to create individual reserve funds, separate from the other reserve funds of the municipality, including reserve funds created or administered under section 165 of the *Municipal Act* for each of the services listed in Schedule "A" to this by-law. The Treasurer shall deposit the development charges received under this by-law into the appropriate reserve fund thus created and shall pay from the appropriate reserve fund any amounts necessary to defray the Net Capital Cost of the service.
 - (b) The amounts contained in the reserve funds established under clause 16 (a) above, shall be invested in accordance with subsection 165(2) of the *Municipal Act* and

any income received from such investment shall be credited to the said reserve fund in the proportions determined by the balances in the accounts listed in Schedule "A" to this by-law as of December 31 of the previous year.

17. Where any unpaid development charges are collected as taxes under clause 11 above, the money so collected shall be credited to the said reserve funds in the proportions provided for in Schedule A.
18. The Treasurer of the City of Clarence-Rockland shall, in each year on or before May 31, present to Council a statement in respect of the reserve fund for the prior year established hereunder containing the information required under the Regulation.
19. (a) If this by-law is amended or repealed by Council or the Ontario Municipal Board, the Treasurer shall determine within 30 days of the amendment or repeal whether any owner has overpaid in respect of the development charge payable hereunder immediately prior to the repeal or amendment of this by-law and if such an overpayment has been made, the Treasurer shall calculate the amount of such overpayment.
- (b) Any overpayment determined under clause 19 (a), above shall be paid to the person who made the payment by his or her last known address within 30 days of the date of the repeal or amendment of this by-law.
- (c) The refund payable under clause 19 (b), above shall be paid with interest calculated from the date upon which the overpayment was collected to the date on which the refund is made. Such interest shall be paid at the Bank of Canada Rate in effect from time to time from the date of enactment of this by-law as adjusted in clause 19 (d), below.
- (d) The Bank of Canada Rate in effect on the date of enactment of this by-law shall be adjusted on the first business day of January, 2021 to the Rate established by the Bank of Canada on that day and shall be adjusted four times each year thereafter on the first business day of January, April, July and October to the Rate established by the Bank of Canada on the day of the adjustment.
20. This by-law shall continue in force and effect for a term of 5 years from the date of its coming into force.

21. This by-law comes into force on February 2, 2020.

**BY-LAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 2ND DAY OF DECEMBER, 2019.**

GUY DESJARDINS, MAYOR

MONIQUE OUELLET, CLERK

SCHEDULE “A”

**SCHEDULE OF CATEGORY OF
MUNICIPAL SERVICES AND ALLOCATIONS
NON-DISCOUNTED SERVICES**

Category of Service	Percentage of Total Charge	
	Residential	Non-Residential
Fire Protection	9.62%	8.81%
Services Related to a Highway		
Public Works	8.53%	8.20%
Roads And Related	81.85%	82.99%
TOTAL CITY-WIDE UNIFORM CHARGE	100.00%	100.00%

Category of Service	Percentage of Total Charge	
	Residential	Non-Residential
Fire Protection	7.71%	6.97%
Services Related to a Highway		
Public Works	6.84%	6.49%
Roads And Related	65.64%	65.64%
Waterworks	19.80%	20.90%
TOTAL CITY-WIDE UNIFORM CHARGE (incl. Waterworks)	100.00%	100.00%

Category of Service	Percentage of Total Charge	
	Residential	Non-Residential
Fire Protection	5.98%	5.38%
Services Related to a Highway		
Public Works	5.30%	5.01%
Roads And Related	50.89%	50.70%
Waterworks	15.35%	16.15%
Sanitary Sewage	22.47%	22.76%
TOTAL CITY-WIDE UNIFORM CHARGE (fully serviced)	100.00%	100.00%

Note: Development Charges under this by-law relate to non-discounted services only.

SCHEDULE “B”**SCHEDULE OF DEVELOPMENT
CHARGES****Residential Rates**

Service	Charge By Unit Type		
	Single & Semi-Detached	Rows & Other Multiples	Apartments
Fire Protection	\$1,016	\$782	\$544
Services Related to a Highway			
Public Works	\$901	\$693	\$482
Roads And Related	\$8,645	\$6,650	\$4,625
Subtotal Services Related to a Highway	\$9,546	\$7,343	\$5,107
TOTAL RESIDENTIAL UNSERVICED CHARGE	\$10,562	\$8,125	\$5,651
City-Wide Uniform Charge	\$10,562	\$8,125	\$5,651
Waterworks	\$2,608	\$2,006	\$1,395
TOTAL RESIDENTIAL CHARGE BY UNIT TYPE (incl. Waterworks)	\$13,170	\$10,131	\$7,046
City-Wide Uniform Charge	\$10,562	\$8,125	\$5,651
Waterworks	\$2,608	\$2,006	\$1,395
Sanitary Sewage	\$3,818	\$2,937	\$2,042
TOTAL RESIDENTIAL CHARGE BY UNIT TYPE	\$16,988	\$13,068	\$9,088

Note: Development Charges under this by-law relate to non-discounted services only.

Non-Residential Rates

Service	Non-Residential Charge (\$/sq.m)
Fire Protection	\$7.15
Services Related to a Highway	
Public Works	\$6.34
Roads And Related	\$60.76
Subtotal Services Related to a Highway	\$67.10
TOTAL NON-RESIDENTIAL UNSERVICED CHARGE PER SQ M	\$74.25
City-Wide Uniform Charge	\$74.25
Waterworks	\$18.35
TOTAL NON-RESIDENTIAL CHARGE PER SQ M (incl. Waterworks)	\$92.60
City-Wide Uniform Charge	\$74.25
Waterworks	\$18.35
Sanitary Sewage	\$26.85
TOTAL NON-RESIDENTIAL CHARGE PER SQ M	\$119.45

Note: Development Charges under this by-law relate to non-discounted services only.



REPORT N° ADMIN 2019-016

Date	18/11/2019
Submitted by	Helen Collier, CAO
Subject	2019 Development Charge By-law Update
File N°	n/a

1) NATURE/GOAL:

The purpose of this report is to respond to Council inquiries raised at the October 22, 2019 Public Meeting in relation to the 2019 Development Charge Bylaw Update and recommend adoption of the 2019 Development Charge By-law Update and Background Study.

2) DIRECTIVE/PREVIOUS POLICY:

At the mandatory development charge public meeting held on October 22, 2019 Council received representations from the public regarding the draft Development Charge By-law and Background Study.

Arising out of that meeting, Council directed staff to:

- (a) review the 10-year capital works program to determine the feasibility of recommending modifications to the capital works contained in the Background Study to lower the proposed residential and non-residential development charge increases; and
- (b) investigate the feasibility and impacts of implementing a “tiered” non-residential charge in order to promote economic development within the municipality.

3) DEPARTMENT’S RECOMMENDATION:

WHEREAS the City of Clarence-Rockland must update its current Development Charges By-law by February 2, 2020; and

WHEREAS a public meeting was held on October 22, 2019 in accordance with the requirements of the *Development Charges Act*; and

WHEREAS staff has reviewed the Development Charge By-law and associated Background Study in relation to comments received at the public meeting; and

WHEREAS staff has incorporated amendments to the By-law and Background Study based on the staff review;

BE IT RESOLVED that Committee of the Whole recommends that Council adopt the updated Development Charge By-law appended to Report No. ADMIN2019-016; and

BE IT FURTHER RESOLVED that Council confirms that the changes made to the draft by-law presented at the public meeting of October 22, 2019 are minor changes and therefore no further public meetings are required for passage of the proposed Development Charge By-law.

ATTENDU QUE la Cité de Clarence-Rockland doit mettre à jour son règlement actuel sur les redevances d'aménagement d'ici le 2 février 2020; et

ATTENDU QU'une réunion publique a eu lieu le 22 octobre 2019 conformément aux exigences de la *Loi sur les redevances d'aménagement*; et

ATTENDU QUE le personnel a examiné le règlement sur les redevances d'aménagement et l'étude révisée des redevances d'aménagement suivants les commentaires reçus lors de la réunion publique; et

ATTENDU QUE le personnel a incorporé des modifications au règlement et à l'étude révisée sur le règlement en fonction de l'examen du personnel;

QUE le Comité plénier recommande au conseil d'adopter le règlement sur les redevances d'aménagement proposé, tel qu'annexé au rapport no. ADMIN2019-016; et

QUE le Conseil confirme que les changements apportés à l'ébauche de règlement qui a été présenté lors de la réunion public du 22 octobre, 2019 sont des changements mineurs et que par conséquent, il n'est pas nécessaire de tenir une autre réunion publique avant l'adoption du règlement sur les redevances d'aménagement proposé.

4) BACKGROUND:

On October 22, 2019 Council received delegations with regard to proposed updates to the City's Development Charge By-law and Background Study.

Arising out of the staff presentation and comments from the public, Council requested staff to investigate the feasibility of:

- revisiting the standards and costs for capital works projects—particular roadway undertakings, to determine if amending the standards could result in reduced capital costs and, in turn, reduce the draft residential and non-residential development charge rates; and
- the feasibility of a two-tiered commercial rate system which could result in an incentive for non-residential developments in order to stimulate economic development opportunities in the municipality.

Staff was directed to bring back a follow-up report to the November 18, 2019 Council meeting to address Council's directions.

It should also be noted that since the October 22, 2019 meeting, staff has received the following additional input from developers regarding the Development Charge Background Study:

- a meeting occurred with Regional Groups consultant regarding development charge capital works associated with the Clarence Crossing Development. The consultant's response is provided in Attachment 1;
- correspondence has been received from Spacebuilders and is found in Attachment 2; and
- correspondence dated October 31, 2019 from Longwood Building Corporation (refer to Attachment 3).

Staff's comments on these matters are presented in the Discussion section of this report.

5) DISCUSSION:

This section of the report will address the directions given to staff by Council at the October 22, 2019 Public meeting and subsequent discussions/correspondence that have been received from the development community since that meeting.

1. Roundabouts:

Council requested staff to look into the feasibility of eliminating the need for roundabouts and substituting these with more traditional intersection improvements (i.e. turning lanes and traffic control signals). This would have the effect of reducing the capital cost of the intersection improvements.

The City's draft Background Study (projects 20, 21 and 22)

provides for the construction of roundabouts in the 10-year timeframe. There is an ability to modify these capital undertakings

by reducing the cost by 50% to reflect a more traditional intersection improvement program.

The modification would have minimal impact on the development charge rates since 57% of the total cost is reflected in the Post Period Allocation. The change would reduce the residential and non-residential development charge rates by \$425 per single detached unit and \$3.00 per square meter of non-residential space respectively.

Recommendation: since only 43% of the total cost of the roundabouts is in the Net Growth time period, it is questionable whether there is a significant enough benefit to this modification. In addition, the projects, as identified in the DC Background Study (dated September 18, 2019), correspond to the recommended works in the Transportation Master Plan approved by City Council. Therefore, staff does not recommend this change to the proposed capital program.

2. Sidewalk Standards:

There was an inquiry as to whether or not the City could amend its local improvement standards to require sidewalks on only one side of a collector roadway. A review of the collector road projects identified in the Background Study confirms that with the exception of the Sterling Avenue Extension, sidewalks are identified on only one side of the street.

Staff recommends retaining the sidewalks on both sides of Sterling Avenue since Sterling is the continuation of an existing collector that has sidewalks on both sides of the roadway.

If sidewalks were constructed only on one side of this roadway, it would result in a \$173,500 in capital savings which would reduce the single detached unit residential development charge by approximately \$105 and \$0.75 per square meter of non-residential development.

Recommendation: given the limited impact to the development charge rates while considering the need to construct new sidewalks throughout the City staff supports retaining the status quo for Sterling Avenue.

3. Fire Station No. 4 Construction:

The removal of Fire Station No. 4 does not have any impact on the proposed development charge rates since the full cost of this undertaking is reflected in the Post Period Allocation.

4. Tiered Non-Residential Development Charge:

At the October 22, 2019 meeting, Council inquired about the use of a tiered non-residential structure to provide an incentive to small-scale businesses. The intention was to retain the current DC rate of \$88.81 for non-residential development below a certain size and to impose the calculated non-residential rate of \$119.08 on developments above an established threshold.

A sensitivity test was undertaken to determine what the impact would be if a tiered rate structure was implemented on non-residential development within the City. The analysis considered a threshold limit of 20,000 ft.². In other words, developments with a gross floor area less than 20,000 ft.² would be charged the current non-residential rate of \$88.81. Developments in excess of this threshold would pay the current rate on the first 20,000 ft.² and the calculated rate of \$119.08 for additional area above 20,000 ft.².

The sensitivity analysis assumes that 5% of all new non-residential space identified in the development charge study will pay the fully calculated rate for development in excess of 20,000 ft.² threshold limit. Therefore, the impact on forecasted revenue is approximately \$860,000 over the 10-year period or \$430,000 over the five-year life of the DC by-law.

Leaving the non-residential charge at its current rate would result in a revenue shortfall of \$985,000.

Generally, municipalities use Community Improvement Plans (CIPs) to promote non-residential incentives as they allow for greater flexibility, accountability and ease of administration. Community Improvement Plans are implemented under s.28 (4) of the *Planning Act*. CIPs are policy documents that can apply municipality-wide or to a specific geographic area. Incentives included in a CIP include things like grants, building and planning fee reductions as well as DC reductions. A CIP can have a start and end date different from a DC By-law and can be evaluated on the economic impact and uptake of the program as any DC reductions are made up from the CIP fund and are easy to track. CIPs are a more versatile tool to incentivize non-residential development rather than through DC By-law.

Recommendation: staff does not feel that the tiered approach

offers much of an incentive to non-residential development. By way of example, it is noted that several properties along Laurier Street remain vacant even with the current non-residential rate. As well, if the tiered approach were to be adopted by Council, it would result in a loss of revenue of approximately \$860,000 over the 10-year period. The City would have to fund this lost revenue from non DC sources (mainly property taxes or utility rates).

Staff, therefore, does not recommend the adoption of a tiered non-residential rate and support the implementation of the fully calculated development charges.

5. Non-Profit Housing Exemption

The 2019 Draft DC By-law includes a new non-statutory 50% exemption for non-profit housing developments in the City (for reference: the existing DC by-law has no exemption for this type of development). Staff is seeking Council direction on the quantum of the non-statutory exemption for this type of development. It is important to note that any lost revenue associated with the exemption provided has to be made up by non-DC funding sources (likely property taxes or utility rates).

6. Clarence Crossing Development (Attachment 2)

Subsequent to the October 22, 2019 Public Meeting, staff met with Novatech Engineers, Planners and Landscape Architects to discuss the development charge background study as it relates to the Clarence Crossing Development by the Regional Group.

At that meeting, several projects were discussed in relation to the local improvement standards for development charge projects. Novatech referenced a Council report and draft Memorandum of Understanding (MOU) that was approved by Council on February 21, 2018. The MOU specified that the capital program for the intersection of De Laberge and County Road 17 in the amount of \$450,000 would be included in the City's Background Study as a development charge eligible project.

Recommendation: based on Council direction for this development, this project should be included into the City's DC Background Study. The addition of this project will have an impact of increasing the single detached unit rate by \$289 and \$2.03 per square meter for the non-residential development.

7. Spacebuilder's Correspondence (Attachment 3)

Spacebuilders correspondence focuses on the impact of the residential rate increases and its adverse impacts on new-home sales and profitability.

They cite excessive design requirements, particularly for the St. Jean Street Reconstruction with respect to implementation of 4 lanes, roundabouts and medians. As noted by staff at the public meeting, development charge project costs are determined using benchmark costing that considers the gross cost per kilometre for roads or the gross cost per meter for underground infrastructure.

In the instance of the St. Jean Street project, the consultant for two developers has completed a preliminary design for this roadway. It is noted that staff has not yet had the opportunity to review the details of the preliminary design. Regardless, the developer's consultant appears to be using design standards accepted by the industry and the City. It would be premature, at this point in time, to consider any design revisions such as roadway cuts, medians, etc. until proper design reviews are completed. The costs reflected in the Background Study for St. Jean Street have been taken from those provided by the developer's consultant.

Again, it is premature to discuss the merits of a 5.0-meter concrete median until design reviews have been completed. Such reviews are not normally carried out in the determination of preliminary costs for inclusion in development charge Background Studies.

The Department has developed local servicing standards to provide greater clarity and consistency in dealing with the placement of growth related infrastructure. The standards have been well received by the development industry. Arbitrarily "scaling back" on the capital program will have either an adverse impact on growth potential and/or create a shortfall in revenues required to support growth infrastructure. Any revenue shortfalls will have to be addressed through non DC sources (property taxes and utility rates). This would result in "penalizing" our existing tax payers who have already paid for their infrastructure through the purchase price of their homes.

8. Longwood Building Corporation Correspondence (Attachment 3):

Longwood's correspondence included a graphic that depicts the relevant charges associated with the construction of a home valued at approximately \$420,000. It is interesting to note that the lowest housing cost is the development charge component at 4% of the total value.

When prospective homeowners are considering the purchase of a home, staff contends that factors other than development charges are more influential in the decision as to where to buy. While the cost of buying a home is a consideration for a prospective purchaser, prospective homeowners are as interested in proximity to shopping centres, recreational facilities, place of work, cultural venues, schools, the cultural identity of the community (e.g. bilingual) etc.

Summary of Changes and Staff Recommendation:

Based on the comments received from the development community as well as the council directions received at the public meeting to review the capital program to reduce the calculated residential and non-residential development charge rates. The table below summarizes the following:

1. The development charge rates presented at the Public Meeting on October 22nd 2019 (which reflect the rates included in the DC Background Study dated September 18, 2019).
2. The calculated development charges for a single detached unit and non-residential charge per sq.m considering the changes to the capital programs given the direction to staff by Council at the October 22, 2019 Public meeting and subsequent discussions/correspondence that have been received from the development community since that meeting (i.e. all changes incorporated from points 1-8 noted above).
3. The development charge rates recommended by staff. These charges reflect the capital program as identified in the DC Background Study dated September 18, 2019 plus the one additional project -County Road 17 in the amount of \$450,000. This project is to be included in the City's Background Study as identified in the Council report and draft Memorandum of Understanding (MOU) that was approved by Council on February 21, 2018. This scenario would have the least impact on the tax and user base to fund growth-related infrastructure.

	DC Rates: Public Meeting (Oct. 22)	DC Rates: Sensitivity Test	DC Rates: Staff Recommended
Residential Rate per SDU	\$19,911	\$19,641	\$20,172
Non-Residential Rate per SqM	\$119.08	\$117.19	\$120.92

The Sensitivity Test column assumes the changes identified in points 1. – 8. are incorporated into the Background Study. The Staff Recommended Rates column assumes the inclusion of only the Clarence Crossing intersection work (\$450,000).

6) CONSULTATION:

The development charge update process has provided numerous opportunities for consultation with our residents and development stakeholders. The development community was given over a month to review the draft Background Study and associated development charge rates and encouraged to provide written comment back to staff. Additionally, staff developed local servicing guidelines and again solicited stakeholder input on the document which provided clear guidelines with respect to the developer/builder and municipal role in constructing growth related infrastructure.

City staff also circulated the draft development-related capital programs and resulting rates to the development industry in mid July 2019 seeking feedback on the capital programs and rates. The industry was invited to submit comments through to the end of August 2019.

The October 22, 2019 Public Meeting was a mandated meeting under the Development Charge Act and provided interested parties with an opportunity to review and provide comment on the draft background study and development charge bylaw.

7) RECOMMENDATIONS OR COMMENTS FROM COMMITTEE/ OTHER DEPARTMENTS :

N/A

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

Approval of the development charge Background Study and by-law will have significant financial impacts on the municipality. There is a requirement for the City to finance the non-growth share of the proposed capital programs. This is estimated to be approximately \$14 million over the ten-year period, however, this share is related to fund key pieces of infrastructure which will service the City over a much longer period than 10-years.

9) LEGAL IMPLICATIONS :

The Development Charge Act requires municipalities to update their development charge by-law and supporting background studies at least every five years. Failure to do so would preclude the municipality's ability to collect development charges. Currently, the

City must pass a new development charge by-law by no later than February 2, 2020.

10) RISK MANAGEMENT:

There is a risk of not being able to collect development charges for growth related infrastructure if a new development charge by-law is not enacted before February 2, 2020.

11) STRATEGIC IMPLICATIONS:

The Development Charge By-law update process is consistent with the City's approved Strategic Plan since it supports financial stability in relation to economic development commercial/industrial growth and the optimization of funding opportunities for growth.

12) SUPPORTING DOCUMENTS:

Attachment 1 – Novatech Correspondence

Attachment 2- Spacebuilder Correspondence

Attachment 3 - Longwood Building Correspondence

Attachment 4 - proposed Development Charge Bylaw



November 8, 2019

City of Clarence Rockland
1560 rue Laurier
Rockland, Ontario
K4K 1P7

Attention: Julian Lenhart, Director Infrastructure and Planning

Dear Sir:

**Reference: Development Charges Background Study
Clarence Crossing Development – Eligible Projects
Our File No. 118043**

Further to our recent meeting, and on behalf of Regional Group, the following confirms our understanding of the various projects which are included in the DC Background Study and specifically relate to Clarence Crossing:

1. Bridewater Pedestrian Bridge
 - City-wide project
 - Anticipated construction 2022/2023
2. Clarence Crossing Multi-Use Pathway
 - City-wide project
 - Anticipated construction 2021/2026
3. Intersection De La Berge and County Road 17
 - \$450,000 as per Draft MOU and Council Report to be added to the Background Study
 - MOU to be executed
4. Clarence Crossing Siphon Crossing
 - City-wide project
 - \$350,000 oversizing for 2021

Subject to the above, Regional Group are in support of the Background Study and DC By-law update.

Yours very truly,

NOVATECH

John Riddell, P.Eng.
President

Cc David Darch – Clarence-Rockland
David Kardish – Regional Group
Sam Bahia – Novatech



October 31st 2019

via email

City of Clarence-Rockland
1560 Laurier Street
Rockland Ontario K4K 1P7

Mayor Guy Desjardins and Municipal Council

Proposed Development Charges By-law 2019-85

This is to follow-up on the public meeting held October 22nd. The purpose of this letter is to express opposition on behalf of the Morris Village home builders to proposed fee increases under development charge by-law 2019-85.

Commercial

The proposed 34% increase in commercial rates should have limited impact. Growth projections should remain weak until residential growth achieves sustainable levels for business. Retail studies such as those commissioned for secondary master plans are already obsolete. Projections are based on highly populated urban regions, overlooking upsurges in local online shopping.

Residential

The proposed 24% increase in residential rates has adverse effects on cost-sensitive new-home sales and profitability. Increases should be scaled back. Perhaps phasing-in a more reasonable increase might be beneficial. Builders are seeking out opportunities elsewhere. Builder departure translates into local job loss, less consumer selection as well as potential reduction in the growth rate.

DC Projects

The development industry understands the need to fund growth. However, there are concerns over questionable engineering projects. Some DC projects should either be excluded as being ineligible or scaled back or phased over time.

Example: St-Jean Street Reconstruction

St-Jean Street reconstruction is a recent example. Proposed design contains costly options and features that should be scaled back. It seems that conclusions presented in the transportation study were not questioned.

Four Lanes

Four lanes seem unnecessary at least for now. If needed in future at build-out, perhaps two lanes can be built initially with an additional two lanes added much later.

Round-A-Bouts

The only location where round-a-bout design is a practical solution is where St-Jean makes an awkward bend at Bronze Avenue. The other locations are unnecessary and should be changed to conventional intersections with stop signs and perhaps traffic signals in future if needed.

5.0m Concrete Median

The 5.0m concrete median should be deleted as being an unnecessary expense.

It was confirmed this morning that city staff is now looking into this example. This approach when implemented together with phasing works should help reduce costs for DC works. Hopefully City staff can confirm whether other DC projects are necessary or over-designed. Project studies, reports and findings by outside consultants should be questioned.

Thank you for your time.

Respectfully,



Bruce Geerts, general manager
Spacebuilders Ottawa Ltd.

Copy: Morris Village home builders

From: [Dave Darch](#)
To: [Sylvie Thibeault](#)
Subject: FW: Proposed Development Charges By-Law 2019-85
Date: November 13, 2019 10:09:18 AM
Attachments: [Building Rockland.pdf](#)

Attachment 4

From: Guy Whissel [mailto:g.whissel@longwoodbuilders.com]
Sent: October-31-19 3:22 PM
To: Helen Collier; Monique Ouellet; Dave Darch; Julian Lenhart; Marie-Eve Belanger; Richard Campeau; Jonathan Samson; Carl Grimard; samuel cardarelli
Subject: Proposed Development Charges By-Law 2019-85

Mayor Guy Desjardins and Municipal Council

Dear friends,

I write to you and ask of you, that you consider even re-consider your position of allowing such dramatic and drastic increases in Development Charges.

I have read the mandated report from specialist given the task in identifying future need, projects and population growth. No doubt the report provides more data, analysis and forecasts then the average person can comprehend.

I do not claim any expertise other than being a passionate builders who's children reside in our beautiful Town. At your last meeting I prepared a summary of costs which Mr. Luc Sanscartier presented on my behalf. It was prepared with as much accuracy as possible in order to demonstrate how out of control the cost of housing is becoming. We all share the responsibility in providing affordable housing to our neighbours and our children.

The only solution at hand is to wisely consider the true need, the important infrastructure and the real value of our spending and more importantly what is truly necessary.

Partners of our industry have come forward with options, solutions and recommendations to you and with staff which hopefully will be taken into consideration.

I wish to point out that your decisions will have a serious and important impact the viability of the affordability of our City.

I do not wish to undermine anyone by my comments other than encourage restrain and common sense.

Thank you very much for all of your hard work,

Friendly regards,

Guy

Guy Whissel
 President
 1010 Polytek Street, Unit 5
 Ottawa, ON
 K1J 9H8

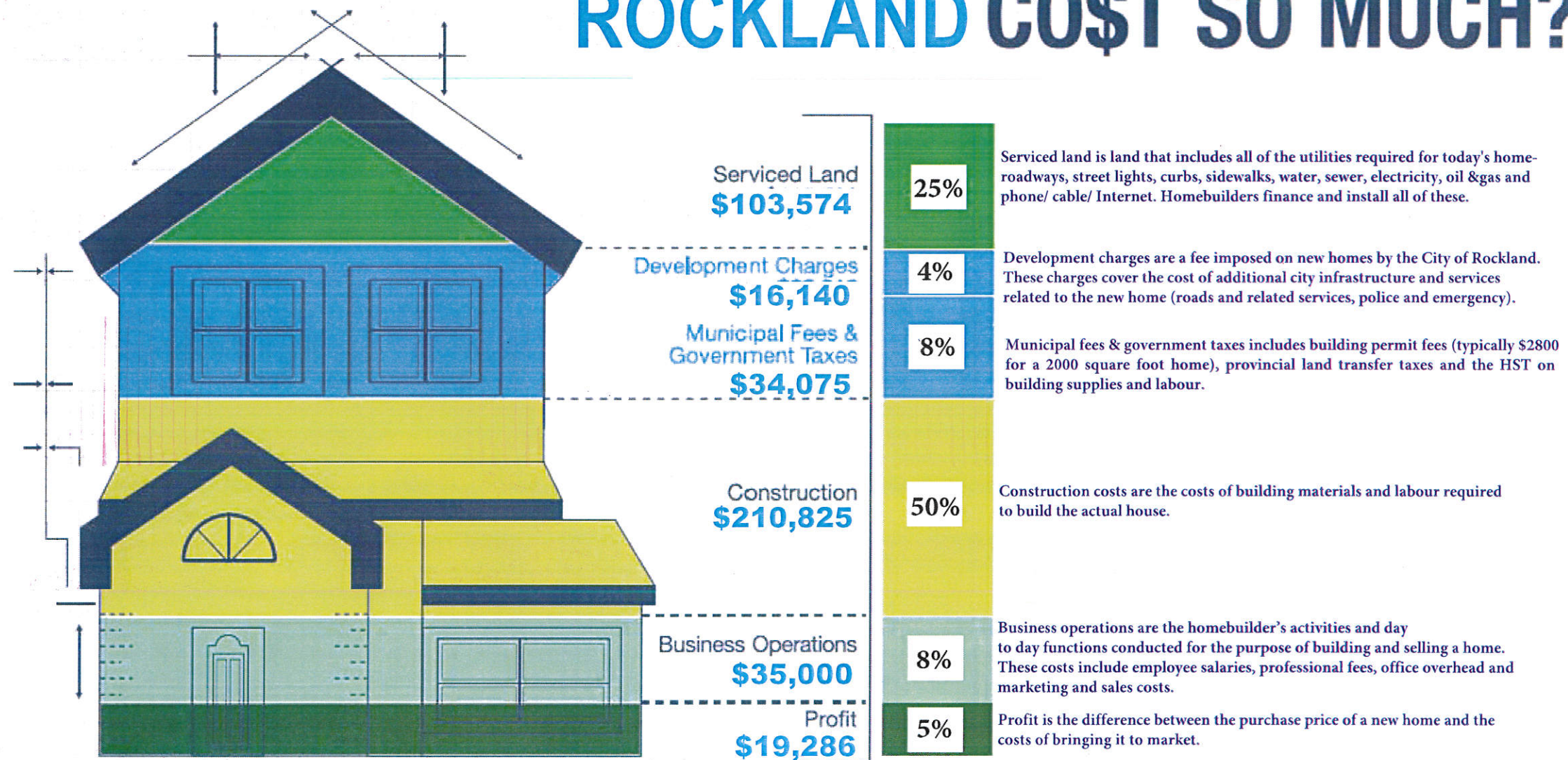
Tel: 613-746-1300 x 224

Fax: 613-746-3997

Email: g.whissel@longwoodbuilders.com



WHY DOES A NEW HOME IN ROCKLAND COST SO MUCH?



\$418,900 SINGLE FAMILY HOME

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NUMBER 2019-107

A BY-LAW OF THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO AUTHORIZE THE BORROWING UPON AMORTIZING DEBENTURES IN THE PRINCIPAL AMOUNT OF \$2,016,511.87 TOWARDS THE COST OF THE WATER LOOPING CLARENCE CREEK BOURGET

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “**Act**”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Clarence-Rockland (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law authorizing the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), and authorizing the entering into of a Financing Agreement dated effective as of October 21, 2019 for the provision of temporary and long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) (the “**Financing Agreement**”) and the Municipality entered into a Financing Agreement dated effective as of October 21, 2019 for the provision of long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) (the “**Financing Agreement**”) and desires to issue debentures for the Capital Work(s) in the amount(s) specified in column (5) of Schedule “A”;

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), by the Local Planning Appeal Tribunal pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted an application to OILC for long-term borrowing through the issue of debentures to OILC in respect of the Capital Work(s) (the “**Application**”) and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement (if any), it is now deemed to be expedient to borrow money by the issue of amortizing debentures in the principal amount of \$2,016,511.87 dated December 16, 2019 and maturing on December 16, 2039, and payable in semi-annual instalments of combined principal and interest on the sixteenth day of June and on the sixteenth day of December in each of the years 2020 to 2039, both inclusive on the terms hereinafter set forth;

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

1. The submitting of the Application and the execution and delivery of the Financing Agreement by the Municipality are hereby confirmed, ratified and approved. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$2,016,511.87 and the issue of amortizing debentures therefor to be repaid in semi-annual instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of amortizing debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$2,016,511.87 (the "**Debentures**"). The Debentures shall bear the Municipality's municipal seal and the signatures of the Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the principal amount of \$2,016,511.87, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.

5. The Debentures shall all be dated December 16, 2019, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 2.62 % per annum and mature during a period of 20 year(s) from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by December 16, 2039 and be payable in equal semi-annual instalments of combined principal and interest on the sixteenth day of June and on the sixteenth day of December in each of the years 2020 to 2039 , both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").
6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of equal semi-annual instalments of combined principal and interest becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for

by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.

9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost,

- mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
 15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
 16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
 17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder in accordance with the provisions of the Financing Agreement.
 18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.

19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 2nd day of December, 2019

By-law read a third time and finally passed this 2nd day of December, 2019

Guy Desjardins
Mayor

Monique Ouellet
Clerk

The Corporation of The City of Clarence-Rockland

Schedule "A" to By-law Number 2019-107

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2019-97	Water Looping Clarence Creek Bourget	\$2,016,511.87	\$0.00	\$2,016,511.87	20 year(s)

The Corporation of The City of Clarence-Rockland

Schedule “B” to By-law Number 2019-107

No. 2019-107

\$2,016,511.87

C A N A D A

Province of Ontario

The Corporation of The City of Clarence-Rockland

FULLY REGISTERED 2.62% AMORTIZING DEBENTURE

The Corporation of The City of Clarence-Rockland (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (December 16, 2039), the principal amount of

TWO MILLION SIXTEEN THOUSAND FIVE HUNDRED ELEVEN DOLLARS EIGHTY SEVEN CENTS

----- (\$2,016,511.87)-----

by equal semi-annual instalments of combined principal and interest on the sixteenth day of June and on the sixteenth day of December in each of the years 2020 to 2039, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (December 16, 2019), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.62 % per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness

under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Clarence-Rockland as at the 16th day of December, 2019

IN TESTIMONY WHEREOF and under the authority of By-law Number 2019-107 of the Municipality duly passed on the 2nd day of December, 2019 (the "**By-law**"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: December 16, 2019

Guy Desjardins, Mayor

(Seal) _____

Frederic Desnoyers, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the principal amount of \$2,016,511.87 dated December 16, 2019 and maturing on December 16, 2039 payable in equal semi-annual instalments of combined principal and interest on the sixteenth day of June and on the sixteenth day of December in each of the years 2020 to 2039, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

December 16, 2019

Vice & Hunter LLP [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the Payment Dates commencing on June 16, 2020 and ending on December 16, 2039 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such

registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming semi-annual compounding, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

Schedule "C" to By-law Number 2019-107

Name.....: Clarence-Rockland, The Corporation of The City of

Principal: 2,016,511.87

Rate.....: 02.6200

Term.....: 240

Matures...: 12/16/2039

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	06/16/2020	65,091.32	38,675.01	26,416.31	1,977,836.86
2	12/16/2020	65,091.32	39,181.66	25,909.66	1,938,655.20
3	06/16/2021	65,091.32	39,694.94	25,396.38	1,898,960.26
4	12/16/2021	65,091.32	40,214.94	24,876.38	1,858,745.32
5	06/16/2022	65,091.32	40,741.76	24,349.56	1,818,003.56
6	12/16/2022	65,091.32	41,275.47	23,815.85	1,776,728.09
7	06/16/2023	65,091.32	41,816.18	23,275.14	1,734,911.91
8	12/16/2023	65,091.32	42,363.97	22,727.35	1,692,547.94
9	06/16/2024	65,091.32	42,918.94	22,172.38	1,649,629.00
10	12/16/2024	65,091.32	43,481.18	21,610.14	1,606,147.82
11	06/16/2025	65,091.32	44,050.78	21,040.54	1,562,097.04
12	12/16/2025	65,091.32	44,627.85	20,463.47	1,517,469.19
13	06/16/2026	65,091.32	45,212.47	19,878.85	1,472,256.72
14	12/16/2026	65,091.32	45,804.76	19,286.56	1,426,451.96
15	06/16/2027	65,091.32	46,404.80	18,686.52	1,380,047.16
16	12/16/2027	65,091.32	47,012.70	18,078.62	1,333,034.46
17	06/16/2028	65,091.32	47,628.57	17,462.75	1,285,405.89
18	12/16/2028	65,091.32	48,252.50	16,838.82	1,237,153.39
19	06/16/2029	65,091.32	48,884.61	16,206.71	1,188,268.78
20	12/16/2029	65,091.32	49,525.00	15,566.32	1,138,743.78
21	06/16/2030	65,091.32	50,173.78	14,917.54	1,088,570.00
22	12/16/2030	65,091.32	50,831.05	14,260.27	1,037,738.95
23	06/16/2031	65,091.32	51,496.94	13,594.38	986,242.01
24	12/16/2031	65,091.32	52,171.55	12,919.77	934,070.46
25	06/16/2032	65,091.32	52,855.00	12,236.32	881,215.46
26	12/16/2032	65,091.32	53,547.40	11,543.92	827,668.06
27	06/16/2033	65,091.32	54,248.87	10,842.45	773,419.19
28	12/16/2033	65,091.32	54,959.53	10,131.79	718,459.66
29	06/16/2034	65,091.32	55,679.50	9,411.82	662,780.16
30	12/16/2034	65,091.32	56,408.90	8,682.42	606,371.26
31	06/16/2035	65,091.32	57,147.86	7,943.46	549,223.40
32	12/16/2035	65,091.32	57,896.49	7,194.83	491,326.91
33	06/16/2036	65,091.32	58,654.94	6,436.38	432,671.97
34	12/16/2036	65,091.32	59,423.32	5,668.00	373,248.65

35 06/16/2037	65,091.32	60,201.76	4,889.56	313,046.89
36 12/16/2037	65,091.32	60,990.41	4,100.91	252,056.48
37 06/16/2038	65,091.32	61,789.38	3,301.94	190,267.10
38 12/16/2038	65,091.32	62,598.82	2,492.50	127,668.28
39 06/16/2039	65,091.32	63,418.87	1,672.45	64,249.41
40 12/16/2039	65,091.08	64,249.41	841.67	0.00

2,603,652.56 2,016,511.87 587,140.69

No. 2019-107

\$2,016,511.87

C A N A D A
Province of Ontario
The Corporation of The City of Clarence-Rockland

FULLY REGISTERED 2.62 % AMORTIZING DEBENTURE

The Corporation of The City of Clarence-Rockland (the "**Municipality**"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("**OILC**")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "**Conditions**"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (December 16, 2039), the principal amount of

TWO MILLION SIXTEEN THOUSAND FIVE HUNDRED ELEVEN DOLLARS EIGHTY
SEVEN CENTS

----- (\$2,016,511.87) -----

by equal semi-annual instalments of combined principal and interest on the sixteenth day of June and on the sixteenth day of December in each of the years 2020 to 2039, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the "**Amortization Schedule**") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (December 16, 2019), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.62 % per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "**OILC Act, 2011**") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Clarence-Rockland as at the 16th day of December, 2019

IN TESTIMONY WHEREOF and under the authority of By-law Number 2019-107 of the Municipality duly passed on the 2nd day of December, 2019 (the "**By-law**"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: December 16, 2019

Guy Desjardins, Mayor

(Seal) _____

Frederic Desnoyers, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the principal amount of \$2,016,511.87 dated December 16, 2019 and maturing on December 16, 2039 payable in equal semi-annual instalments of combined principal and interest on the sixteenth day of June and on the sixteenth day of December in each of the years 2020 to 2039, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

December 16, 2019

Vice & Hunter LLP [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the Payment Dates commencing on June 16, 2020 and ending on December 16, 2039 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such

registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming semi-annual compounding, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

Name.....: Clarence-Rockland, The Corporation of The City of
Principal: 2,016,511.87
Rate.....: 02.6200
Term.....: 240
Matures...: 12/16/2039

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal

1	06/16/2020	65,091.32	38,675.01	26,416.31	1,977,836.86
2	12/16/2020	65,091.32	39,181.66	25,909.66	1,938,655.20
3	06/16/2021	65,091.32	39,694.94	25,396.38	1,898,960.26
4	12/16/2021	65,091.32	40,214.94	24,876.38	1,858,745.32
5	06/16/2022	65,091.32	40,741.76	24,349.56	1,818,003.56
6	12/16/2022	65,091.32	41,275.47	23,815.85	1,776,728.09
7	06/16/2023	65,091.32	41,816.18	23,275.14	1,734,911.91
8	12/16/2023	65,091.32	42,363.97	22,727.35	1,692,547.94
9	06/16/2024	65,091.32	42,918.94	22,172.38	1,649,629.00
10	12/16/2024	65,091.32	43,481.18	21,610.14	1,606,147.82
11	06/16/2025	65,091.32	44,050.78	21,040.54	1,562,097.04
12	12/16/2025	65,091.32	44,627.85	20,463.47	1,517,469.19
13	06/16/2026	65,091.32	45,212.47	19,878.85	1,472,256.72
14	12/16/2026	65,091.32	45,804.76	19,286.56	1,426,451.96
15	06/16/2027	65,091.32	46,404.80	18,686.52	1,380,047.16
16	12/16/2027	65,091.32	47,012.70	18,078.62	1,333,034.46
17	06/16/2028	65,091.32	47,628.57	17,462.75	1,285,405.89
18	12/16/2028	65,091.32	48,252.50	16,838.82	1,237,153.39
19	06/16/2029	65,091.32	48,884.61	16,206.71	1,188,268.78
20	12/16/2029	65,091.32	49,525.00	15,566.32	1,138,743.78
21	06/16/2030	65,091.32	50,173.78	14,917.54	1,088,570.00
22	12/16/2030	65,091.32	50,831.05	14,260.27	1,037,738.95
23	06/16/2031	65,091.32	51,496.94	13,594.38	986,242.01
24	12/16/2031	65,091.32	52,171.55	12,919.77	934,070.46
25	06/16/2032	65,091.32	52,855.00	12,236.32	881,215.46
26	12/16/2032	65,091.32	53,547.40	11,543.92	827,668.06
27	06/16/2033	65,091.32	54,248.87	10,842.45	773,419.19
28	12/16/2033	65,091.32	54,959.53	10,131.79	718,459.66
29	06/16/2034	65,091.32	55,679.50	9,411.82	662,780.16
30	12/16/2034	65,091.32	56,408.90	8,682.42	606,371.26
31	06/16/2035	65,091.32	57,147.86	7,943.46	549,223.40
32	12/16/2035	65,091.32	57,896.49	7,194.83	491,326.91
33	06/16/2036	65,091.32	58,654.94	6,436.38	432,671.97
34	12/16/2036	65,091.32	59,423.32	5,668.00	373,248.65
35	06/16/2037	65,091.32	60,201.76	4,889.56	313,046.89
36	12/16/2037	65,091.32	60,990.41	4,100.91	252,056.48
37	06/16/2038	65,091.32	61,789.38	3,301.94	190,267.10
38	12/16/2038	65,091.32	62,598.82	2,492.50	127,668.28
39	06/16/2039	65,091.32	63,418.87	1,672.45	64,249.41

40 12/16/2039	65,091.08	64,249.41	841.67	0.00

2,603,652.56	2,016,511.87	587,140.69
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CERTIFICATE OF THE CLERK

To: Vice & Hunter LLP

And To: OILC

IN THE MATTER OF an issue of a 20 year(s), 2.62% amortizing debenture of The Corporation of The City of Clarence-Rockland (the “**Municipality**”) in the principal amount of \$2,016,511.87, authorized by Debenture By-law Number 2019-107 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Monique Ouellet, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the December 02, 2019 in full compliance with the *Municipal Act, 2001*, as amended (the “**Act**”) at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule “A” to the Debenture By-law (the “**Authorizing By-law(s)**”) have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the “**Regulation**”). Accordingly, based on the Treasurer’s calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Local Planning Appeal Tribunal pursuant to the Regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s) set forth in Schedule “A” (if any), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect.
5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.

6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.

7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.

8. The Municipality is not subject to any restructuring order under part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the municipality.

9. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at The Corporation of The City of Clarence-Rockland as at the 16th day of December, 2019

[AFFIX SEAL]

Monique Ouellet, Clerk

CERTIFICATE OF THE TREASURER

To: Vice & Hunter LLP

And To: OILC

IN THE MATTER OF an issue of a 20 year(s), 2.62% amortizing debenture of The Corporation of The City of Clarence-Rockland (the "**Municipality**") in the principal amount of \$2,016,511.87, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2019-107 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

This Certificate is issued pursuant to the financing agreement between OILC and the Municipality effective the October 21, 2019 (the "**Financing Agreement**"). Capitalized terms used herein and defined in the Financing Agreement have the meanings ascribed to them in the Financing Agreement.

I, Frederic Desnoyers, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality authorized **the** Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "**Regulation**"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Local Planning Appeal Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit for 2018.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest

rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.

5. Any issues that were raised in any audit conducted under paragraph 16 (a) of the Financing Agreement have been resolved to the satisfaction of OILC in its sole discretion and/or OILC has not required an audit under paragraph 16 (a) of the Financing Agreement or such audit is not ongoing.

6. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).

7. The principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work and does not exceed the Committed Amount for such Capital Work(s).

8. Expenditures on the Capital Work(s) have been made or will be made in an amount that does not exceed the Committed Amount for such Capital Work(s), if OILC, in its sole discretion, has agreed to purchase the debentures to be issued pursuant to the Debenture By-law prior to making any Advance or prior to the expenditure of all or any portion of the Committed Amount on the Capital Work(s).

9. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.

10. As of the date hereof none of the events specified in paragraph 12(c) of the Financing Agreement have occurred or are continuing.

11. On or before December 16, 2019, I as Treasurer, signed the fully registered amortizing debenture numbered 2019-107 in the principal amount of \$2,016,511.87 dated December 16, 2019, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").

12. On or before December 16, 2019, the OILC Debenture was signed by Guy Desjardins, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.

13. The said Guy Desjardins, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.

14. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no Mayor or any other applicable Head of Council or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

15. The representations and warranties of the Municipality set out in paragraph 2 of the Financing Agreement were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such Financing Agreement.

DATED at The Corporation of The City of Clarence-Rockland as at the 16th day of December, 2019

[AFFIX SEAL]

Frederic Desnoyers, Treasurer

I, Monique Ouellet, Clerk of the Municipality do hereby certify that the signature of Frederic Desnoyers, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

Monique Ouellet, Clerk



RAPPORT N° FIN2019-032

Date	21/10/2019
Soumis par	Frédéric Desnoyers
Objet	2019 Debenture By-Law
# du dossier	N/A

1) **NATURE / OBJECTIF :**

Pour autoriser une débenture sur 15 ans à 2.50% avec amortissement au montant de capital de 1 424 837,23 \$ et une débenture sur 20 ans à 2.62% avec amortissement au montant de capital de 2 016 511,87\$

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

Le 16 septembre 2019 le Conseil a approuvé le rapport FIN2019-027 afin de soumettre une application pour une émission de dette à long terme pour un total de 3 441 349,10 \$.

3) **RECOMMANDATION DU SERVICE:**

BE IT RESOLVED THAT By-law No. 2019-107 and 2019-108, being a by-law to authorize the borrowing upon amortizing debentures in the principal amount of \$2,016,511.87 and \$1,424,837.23 respectively towards the cost of various projects, be adopted.

QU'IL SOIT RÉSOLU QUE les règlements no. 2019-107 et 2019-108, visant à autoriser un emprunt par l'émission de débentures pour un montant de 2 016 511,87 \$ et 1 424 837,23 \$ respectivement, envers le coût de divers projets, soit adopté.

4) **HISTORIQUE :**

En septembre 2019, le Conseil a autorisé de soumettre une application avec Infrastructure Ontario au montant de 3 441 349,10 \$ pour les projets suivants :

Dettes à être émises en 2019

Nom	Montant
Ponceau Legault-Butler	918 675,28
Ponceau Lacasse	506 161,95
Bouclage d'eau C-C et Bourget	2 016 511,87
Total	3 441 349,10 \$

5) DISCUSSION :

Suite à la révision de l'application, aucun changement n'a été nécessaire. Le montant et les projets qui avaient été inclus dans l'application restent les mêmes.

Le montant de 3 441 349,10 \$ sera financé par les débentures suivantes et ce rapport autorise une débenture de 15ans au montant de 1 424 837,23 \$ et une débenture de 20 ans au montant de 2 016 511,87 \$.

Année	Supporté par le fonds de réserve des chemins	Supporté par les taux d'eau	Total
15	1 424 837,23		1 424 837,23 \$
20		2 016 511,87	2 016 511,87 \$
Total	1 424 837,23 \$	2 016 511,87 \$	3 441 349,10 \$

6) CONSULTATION :

N/A

7) RECOMMANDATION OU COMMENTAIRES DU COMITÉ :

N/A

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

Les paiements de la dette se feront sur une base semi-annuelle le 16 juin et 16 décembre sur 10 et 20 ans commençant le 16 juin 2020.

Le tableau ci-dessous compare le montant budgété vs le montant réel

du paiement de la dette annuelle.

Palements annuels des nouvelles débentures			
	Budget 2020	Réel	Différence
Débenture de 15 ans	112 733 \$	114 496 \$	1 763 \$
Débenture de 20 ans	128 022	130 183	2 161
Total	240 755 \$	244 679 \$	3 924 \$

Les différences seront payées par le fonds de réserve des chemins pour la débenture de 15 ans et par le budget opérationnel d'eau pour la débenture de 20 ans.

Les ajustements seront faits au budget 2021 pour ajuster les différences.

9) **IMPLICATIONS LÉGALES :**

N/A

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

N/A

11) **IMPLICATIONS STRATÉGIQUES :**

N/A

12) **DOCUMENTS D'APPUI:**

By-Law 2019-107 – 20 year debenture

By-Law 2019-108 – 15 year debenture

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NUMBER 2019-108

A BY-LAW OF THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO AUTHORIZE THE BORROWING UPON AMORTIZING DEBENTURES IN THE PRINCIPAL AMOUNT OF \$1,424,837.23 TOWARDS THE COST OF THE LEGAULT BUTLER CULVERT AND LACASSE CULVERT

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “**Act**”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Clarence-Rockland (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law authorizing the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), and authorizing the entering into of a Financing Agreement dated effective as of October 21, 2019 for the provision of temporary and long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) (the “**Financing Agreement**”) and the Municipality entered into a Financing Agreement dated effective as of October 21, 2019 for the provision of long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) (the “**Financing Agreement**”) and desires to issue debentures for the Capital Work(s) in the amount(s) specified in column (5) of Schedule “A”;

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), by the Local Planning Appeal Tribunal pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted an application to OILC for long-term borrowing through the issue of debentures to OILC in respect of the Capital Work(s) (the “**Application**”) and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement (if any), it is now deemed to be expedient to borrow money by the issue of amortizing debentures in the principal amount of \$1,424,837.23 dated December 16, 2019 and maturing on December 16, 2034, and payable in semi-annual instalments of combined principal and interest on the sixteenth day of June and on the sixteenth day of December in each of the years 2020 to 2034, both inclusive on the terms hereinafter set forth;

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

1. The submitting of the Application and the execution and delivery of the Financing Agreement by the Municipality are hereby confirmed, ratified and approved. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$1,424,837.23 and the issue of amortizing debentures therefor to be repaid in semi-annual instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of amortizing debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$1,424,837.23 (the "**Debentures**"). The Debentures shall bear the Municipality's municipal seal and the signatures of the Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the principal amount of \$1,424,837.23, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.

5. The Debentures shall all be dated December 16, 2019, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 2.50 % per annum and mature during a period of 15 year(s) from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by December 16, 2034 and be payable in equal semi-annual instalments of combined principal and interest on the sixteenth day of June and on the sixteenth day of December in each of the years 2020 to 2034 , both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").
6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of equal semi-annual instalments of combined principal and interest becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for

by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.

9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost,

- mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
 15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
 16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
 17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder in accordance with the provisions of the Financing Agreement.
 18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.

19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 2nd day of December, 2019

By-law read a third time and finally passed this 2nd day of December, 2019

Guy Desjardins
Mayor

Monique Ouellet
Clerk

The Corporation of The City of Clarence-Rockland

Schedule "A" to By-law Number 2019-108

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2019-97	Legault Butler Culvert	\$918,675.28	\$0.00	\$1,424,837.23	15 year(s)
	Lacasse Culvert	\$506,161.95			

The Corporation of The City of Clarence-Rockland

Schedule “B” to By-law Number 2019-108

No. 2019-108

\$1,424,837.23

C A N A D A

Province of Ontario

The Corporation of The City of Clarence-Rockland

FULLY REGISTERED 2.50% AMORTIZING DEBENTURE

The Corporation of The City of Clarence-Rockland (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (December 16, 2034), the principal amount of

ONE MILLION FOUR HUNDRED TWENTY FOUR THOUSAND EIGHT HUNDRED THIRTY
SEVEN DOLLARS TWENTY THREE CENTS

----- (\$1,424,837.23)-----

by equal semi-annual instalments of combined principal and interest on the sixteenth day of June and on the sixteenth day of December in each of the years 2020 to 2034, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (December 16, 2019), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.50 % per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness

under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Clarence-Rockland as at the 16th day of December, 2019

IN TESTIMONY WHEREOF and under the authority of By-law Number 2019-108 of the Municipality duly passed on the 2nd day of December, 2019 (the "**By-law**"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: December 16, 2019

Guy Desjardins, Mayor

(Seal) _____

Frederic Desnoyers, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the principal amount of \$1,424,837.23 dated December 16, 2019 and maturing on December 16, 2034 payable in equal semi-annual instalments of combined principal and interest on the sixteenth day of June and on the sixteenth day of December in each of the years 2020 to 2034, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

December 16, 2019

Vice & Hunter LLP [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the Payment Dates commencing on June 16, 2020 and ending on December 16, 2034 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such

registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming semi-annual compounding, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

Schedule "C" to By-law Number 2019-108

Name.....: Clarence-Rockland, The Corporation of The City of

Principal: 1,424,837.23

Rate.....: 02.5000

Term.....: 180

Matures...: 12/16/2034

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	06/16/2020	57,247.89	39,437.42	17,810.47	1,385,399.81
2	12/16/2020	57,247.89	39,930.39	17,317.50	1,345,469.42
3	06/16/2021	57,247.89	40,429.52	16,818.37	1,305,039.90
4	12/16/2021	57,247.89	40,934.89	16,313.00	1,264,105.01
5	06/16/2022	57,247.89	41,446.58	15,801.31	1,222,658.43
6	12/16/2022	57,247.89	41,964.66	15,283.23	1,180,693.77
7	06/16/2023	57,247.89	42,489.22	14,758.67	1,138,204.55
8	12/16/2023	57,247.89	43,020.33	14,227.56	1,095,184.22
9	06/16/2024	57,247.89	43,558.09	13,689.80	1,051,626.13
10	12/16/2024	57,247.89	44,102.56	13,145.33	1,007,523.57
11	06/16/2025	57,247.89	44,653.85	12,594.04	962,869.72
12	12/16/2025	57,247.89	45,212.02	12,035.87	917,657.70
13	06/16/2026	57,247.89	45,777.17	11,470.72	871,880.53
14	12/16/2026	57,247.89	46,349.38	10,898.51	825,531.15
15	06/16/2027	57,247.89	46,928.75	10,319.14	778,602.40
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21	06/16/2030	57,247.89	50,560.25	6,687.64	484,451.22
22	12/16/2030	57,247.89	51,192.25	6,055.64	433,258.97
23	06/16/2031	57,247.89	51,832.15	5,415.74	381,426.82
24	12/16/2031	57,247.89	52,480.05	4,767.84	328,946.77
25	06/16/2032	57,247.89	53,136.06	4,111.83	275,810.71
26	12/16/2032	57,247.89	53,800.26	3,447.63	222,010.45
27	06/16/2033	57,247.89	54,472.76	2,775.13	167,537.69
28	12/16/2033	57,247.89	55,153.67	2,094.22	112,384.02
29	06/16/2034	57,247.89	55,843.09	1,404.80	56,540.93
30	12/16/2034	57,247.69	56,540.93	706.76	0.00

1,717,436.50 1,424,837.23 292,599.27

No. 2019-108

\$1,424,837.23

C A N A D A
 Province of Ontario
 The Corporation of The City of Clarence-Rockland

FULLY REGISTERED 2.50 % AMORTIZING DEBENTURE

The Corporation of The City of Clarence-Rockland (the "**Municipality**"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("**OILC**")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "**Conditions**"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (December 16, 2034), the principal amount of

ONE MILLION FOUR HUNDRED TWENTY FOUR THOUSAND EIGHT HUNDRED THIRTY
 SEVEN DOLLARS TWENTY THREE CENTS

----- (\$1,424,837.23) -----

by equal semi-annual instalments of combined principal and interest on the sixteenth day of June and on the sixteenth day of December in each of the years 2020 to 2034, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the "**Amortization Schedule**") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (December 16, 2019), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.50 % per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "**OILC Act, 2011**") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Clarence-Rockland as at the 16th day of December, 2019

IN TESTIMONY WHEREOF and under the authority of By-law Number 2019-108 of the Municipality duly passed on the 2nd day of December, 2019 (the "**By-law**"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: December 16, 2019

Guy Desjardins, Mayor

(Seal) _____

Frederic Desnoyers, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the principal amount of \$1,424,837.23 dated December 16, 2019 and maturing on December 16, 2034 payable in equal semi-annual instalments of combined principal and interest on the sixteenth day of June and on the sixteenth day of December in each of the years 2020 to 2034, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

December 16, 2019

Vice & Hunter LLP [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the Payment Dates commencing on June 16, 2020 and ending on December 16, 2034 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such

registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming semi-annual compounding, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

Name.....: Clarence-Rockland, The Corporation of The City of
Principal: 1,424,837.23
Rate.....: 02.5000
Term.....: 180
Matures...: 12/16/2034

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal

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30	12/16/2034	57,247.69	56,540.93	706.76	0.00

		1,717,436.50	1,424,837.23	292,599.27	

CERTIFICATE OF THE CLERK

To: Vice & Hunter LLP

And To: OILC

IN THE MATTER OF an issue of a 15 year(s), 2.50% amortizing debenture of The Corporation of The City of Clarence-Rockland (the “**Municipality**”) in the principal amount of \$1,424,837.23, authorized by Debenture By-law Number 2019-108 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Monique Ouellet, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the December 02, 2019 in full compliance with the *Municipal Act, 2001*, as amended (the “**Act**”) at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule “A” to the Debenture By-law (the “**Authorizing By-law(s)**”) have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the “**Regulation**”). Accordingly, based on the Treasurer’s calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Local Planning Appeal Tribunal pursuant to the Regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s) set forth in Schedule “A” (if any), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect.
5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.

6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.

7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.

8. The Municipality is not subject to any restructuring order under part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the municipality.

9. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at The Corporation of The City of Clarence-Rockland as at the 16th day of December, 2019

[AFFIX SEAL]

Monique Ouellet, Clerk

CERTIFICATE OF THE TREASURER

To: Vice & Hunter LLP

And To: OILC

IN THE MATTER OF an issue of a 15 year(s), 2.50% amortizing debenture of The Corporation of The City of Clarence-Rockland (the "**Municipality**") in the principal amount of \$1,424,837.23, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2019-108 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

This Certificate is issued pursuant to the financing agreement between OILC and the Municipality effective the October 21, 2019 (the "**Financing Agreement**"). Capitalized terms used herein and defined in the Financing Agreement have the meanings ascribed to them in the Financing Agreement.

I, Frederic Desnoyers, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality authorized **the** Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "**Regulation**"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Local Planning Appeal Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit for 2018.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest

rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.

5. Any issues that were raised in any audit conducted under paragraph 16 (a) of the Financing Agreement have been resolved to the satisfaction of OILC in its sole discretion and/or OILC has not required an audit under paragraph 16 (a) of the Financing Agreement or such audit is not ongoing.

6. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).

7. The principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work and does not exceed the Committed Amount for such Capital Work(s).

8. Expenditures on the Capital Work(s) have been made or will be made in an amount that does not exceed the Committed Amount for such Capital Work(s), if OILC, in its sole discretion, has agreed to purchase the debentures to be issued pursuant to the Debenture By-law prior to making any Advance or prior to the expenditure of all or any portion of the Committed Amount on the Capital Work(s).

9. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.

10. As of the date hereof none of the events specified in paragraph 12(c) of the Financing Agreement have occurred or are continuing.

11. On or before December 16, 2019, I as Treasurer, signed the fully registered amortizing debenture numbered 2019-108 in the principal amount of \$1,424,837.23 dated December 16, 2019, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").

12. On or before December 16, 2019, the OILC Debenture was signed by Guy Desjardins, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.

13. The said Guy Desjardins, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.

14. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no Mayor or any other applicable Head of Council or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

15. The representations and warranties of the Municipality set out in paragraph 2 of the Financing Agreement were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such Financing Agreement.

DATED at The Corporation of The City of Clarence-Rockland as at the 16th day of December, 2019

[AFFIX SEAL]

Frederic Desnoyers, Treasurer

I, Monique Ouellet, Clerk of the Municipality do hereby certify that the signature of Frederic Desnoyers, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

Monique Ouellet, Clerk

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**BY-LAW NO. 2019-XX****A BY-LAW TO CHANGE THE NAME OF A STREET AND TO KEEP A RECORD OF THE NAMES OF THE PUBLIC HIGHWAYS AND PARKS;**

WHEREAS Section 48 of the the *Municipal Act, 2001 as amended* empowers a municipality to name or change the name of a public highway after giving public notice of its intention to pass the by-law;

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

1. **THAT** the name of the street identified as "COUR EMILIE COURT" on Registered Plan 50M-339 be changed to "COUR MAXIME COURT"; and
2. **THAT** Schedule "A" attached hereto, and forming part of this by-law, entitled "Record of Public Highways and Parks", which includes the name "Cour Maxime Court", be adopted; and
3. **THAT** Schedule "B" attached hereto, and forming part of this by-law, which lists the abbreviation of all the roads, be adopted; and
4. **THAT** By-law 2019-58 be repealed; and
5. **THAT** this by-law shall come into force and take effect on the date of its passing.

DATED AND PASSED IN OPEN COUNCIL, THIS 2ND DAY OF DECEMBER, 2019.

Guy Desjardins, Mayor

Monique Ouellet, Clerk

**Ceci constitue l'ANNEXE "A" du Règlement 2019-XX
de la Cité de Clarence-Rockland**

**This is SCHEDULE "A" to the By-law 2019-XX
of the City of Clarence-Rockland**

**REGISTRE DES VOIES PUBLIQUES ET DES PARCS
RECORD OF PUBLIC HIGHWAYS AND PARKS**

AVENUES:

Avenue Beaumont Avenue
Avenue Belvédère Avenue
Avenue des Cèdres Avenue
Avenue des Pins Avenue
Avenue Dianne Avenue
Avenue Dion Avenue
Avenue du Château Avenue
Avenue du Parc Avenue
Avenue Potvin Avenue
Avenue Quartz Avenue
Avenue Rochelandaise Avenue
Avenue Sterling Avenue
Avenue Thérèse Avenue

BOULEVARDS – BOULEVARDS :

Boulevard Docteur Corbeil Boulevard

CERCLES – CIRCLES:

Cercle Descôtes Circle
Cercle Henrie Circle
Cercle Lemay Circle

COURS - COURTS

Cour Adolphus Court
Cour Clarence Court
Cour Crystal Court
Cour Henri-Ménard Court
Cour Maxime Court
Cour Thivierge Court

CHEMINS – ROADS:

Chemin Baseline Road
Chemin Belvédère Road
Chemin Boileau Road
Chemin Boudreau Road
Chemin Bouvier Road
Chemin Brazeau Road
Chemin Butler Road
Chemin Canaan Road
Chemin Caron Road
Chemin Champlain Road
Chemin Clarence-Cambridge
Boundary Road
Chemin Clark Road
Chemin County Road 8
Chemin County Road 17
Chemin Dallaire Road
Chemin David Road
Chemin de la Baie Road
Chemin Division Road
Chemin du Golf Road
Chemin Guindon Road
Chemin de la Traverse Road
Chemin du Lac Road
Chemin du Ruisseau Road
Chemin Dollard Road
Chemin Drouin Road
Chemin Duquette Road
Chemin Ettyville Road
Chemin Fillion Road
Chemin Gagné Road
Chemin Gendron Road
Chemin Guindon Road
Chemin Henrie Road
Chemin Indian Creek Road
Chemin Joannis Road

Chemin Johnston Road
 Chemin Labelle Road
 Chemin Lacasse Road
 Chemin Lacroix Road
 Chemin Lavigne Road
 Chemin Lalonde Road
 Chemin Landry Road
 Chemin Legault Road
 Chemin Maisonneuve Road
 Chemin Marcil Road
 Chemin McTeer Road
 Chemin Nolan Road
 Chemin Old Highway 17 Road
 Chemin Onesime Guibord Road
 Chemin Pago Road
 Chemin Pilon Road
 Chemin Ramage Road
 Chemin Robillard Road
 Chemin Rollin Road
 Chemin Rondeau Road
 Chemin Russell Road
 Chemin Schnupp Road
 Chemin St-Félix Road
 Chemin St-Pascal Road
 Chemin Tucker Road
 Chemin Vinette Road
 Chemin Voisine Road
 Chemin Wilson Road

CROISSANTS – CRESCENTS:

Croissant Campeau Crescent
 Croissant Cardinal Crescent
 Croissant Cécile Crescent
 Croissant Daniel Crescent
 Croissant Dorina Sarazin Crescent
 Croissant Élie Crescent
 Croissant Jasper Crescent
 Croissant Lise Crescent
 Croissant Marble Crescent
 Croissant Mica Crescent
 Croissant Onyx Crescent
 Croissant Sandra Crescent
 Croissant Sapphire Crescent
 Croissant Sébastien Crescent
 Croissant Topaze Crescent
 Croissant Wolfe Crescent

PROMENADES – DRIVES:

Promenade Blue Jay Drive
 Promenade Club House Drive
 Promenade Dalrymple Drive
 Promenade Fairway Drive
 Promenade Héritage Drive
 Promenade Hunter's Hollow Drive
 Promenade McDermitt Drive
 Promenade Paul Drive
 Promenade Oakwood Drive

RUES – STREETS :

Rue Adrien Street
 Rue Agathe Street
 Rue Albert Street
 Rue Alexander Street
 Rue Alma Street
 Rue Amber Street
 Rue Amethyst Street
 Rue André Street
 Rue Balsam Street
 Rue Beauchamp Street
 Rue Beaumont Street
 Rue Bélisle Street
 Rue Bonavista Street
 Rue Carmen Bergeron Street
 Rue Caron Street
 Rue Carrière Street
 Rue Cartier Street
 Rue Catherine Street
 Rue Céline Street
 Rue Centre Street
 Rue Chamberland Street
 Rue Chamberland Nord Street
 Rue Champlain Street
 Rue Chapman Street
 Rue Charbonneau Street
 Rue Charlebois Street
 Rue Charette Street
 Rue Charron Street
 Rue Chéné Street
 Rue Christopher Verdon Street
 Rue Claude Street
 Rue Claudette Street
 Rue Cobalt Street
 Rue Colette Street

Rue Cooper Street
Rue Côté Street
Rue Curé-Talbot Street
Rue Dahlia Street
Rue Danika Street
Rue David Street
Rue de la Berge Street
Rue de la Forêt Street
Rue de l'Étang Street
Rue des Cerisiers Street
Rue des Épinettes Street
Rue des Érables Street
Rue des Jonquilles Street
Rue des Merisiers Street
Rue des Orchidées Street
Rue des Ormes Street
Rue des Pommiers Street
Rue des Rails Street
Rue des Rosiers Street
Rue des Spirées Street
Rue des Tulipes Street
Rue des Violettes Street
Rue Diamond Street
Rue Donald Street
Rue Dubois Street
Rue Du Plateau Street
Rue Du Rivage Street
Rue Eagle Street
Rue Edwards Street
Rue Eliot Street
Rue Emerald Street
Rue Émilia Street
Rue Etienne Street
Rue Éthier Street
Rue Françoise Street
Rue Gareau Street
Rue Gauthier Street
Rue Germain Street
Rue Gilberte Street
Rue Gilles Street
Rue Giroux Street
Rue Goyer Street
Rue Grand Tronc Street
Rue Granite Street
Rue Grenat Street
Rue Hélène Street
Rue Hemlock Street
Rue Hickory Street

Rue Hudon Street
Rue Iberville Street
Rue Industrielle Street
Rue Jade Street
Rue Johanne Street
Rue Josée Street
Rue Julie Street
Rue Juliette Street
Rue Kingsley Street
Rue Labonté Street
Rue Lafleur Street
Rue Lalonde Street
Rue Landry Street
Rue Lapointe Street
Rue Laporte Street
Rue Larimar Street
Rue Lasalle Street
Rue Laurier Street
Rue Laval Street
Rue Lavictoire Street
Rue Laviolette Street
Rue Lawrence Street
Rue Lefebvre Street
Rue Lemay Street
Rue Lemery Street
Rue Léonard Street
Rue Lepage Street
Rue Lévis Street
Rue Liliane Street
Rue Longtin Street
Rue Lorraine Street
Rue Louise Street
Rue Louis-Hébert Street
Rue Maisonneuve Street
Rue Manon Street
Rue Marion Street
Rue Marquette Street
Rue Martin Street
Rue Massicotte Street
Rue McCall Street
Rue Mercury Street
Rue Michel Street
Rue Moïse-Gendron Street
Rue Monique Street
Rue Montcalm Street
Rue Morris Street
Rue Nadine Street
Rue Nathalie Street

Rue Nellie Street
 Rue Nicole Street
 Rue Notre-Dame Street
 Rue Opale Street
 Rue Ouellette Street
 Rue Patricia Street
 Rue Patrick Street
 Rue Payer Street
 Rue Pigeon Street
 Rue Platinum Street
 Rue Poitras Street
 Rue Potvin Street
 Rue Pouliotte Street
 Rue Powers Street
 Rue Raymond Street
 Rue Richelieu Street
 Rue Richer Street
 Rue Robert Street
 Rue Rochon Street
 Rue Rodrigue Street
 Rue Roger Street
 Rue Roxanne Street
 Rue Ruby Street
 Rue Rutilé Street
 Rue St-Denis Street
 Rue St-Jacques Street
 Rue St-Jean Street
 Rue St-Joseph Street
 Rue St-Laurent Street
 Rue St-Louis Street
 Rue St-Pierre Street
 Rue Ste-Anne Street
 Rue Sandra Street
 Rue Scarf Street
 Rue Shale Street
 Rue Sicard Street
 Rue Simoneau Street
 Rue Sophie Street
 Rue Sycamore Street
 Rue Sylvain Street
 Rue Tania Street
 Rue Turquoise Street
 Rue Tweedie Street
 Rue Vaudreuil Street

Rue Victor Street
 Rue Victoria Street
 Rue Voie Ferrée Street
 Rue Wallace Street
 Rue Woods Street
 Rue Young Street
 Rue Yves Street
 Rue Yvette Street
 Rue Zircon Street

RUELLES – LANE

Ruelle Silver Lane
 Ruelle Grayrock Lane
 Ruelle McIntyre Lane
 Allée Aralos Lane
 Allée Masters Lane
 Allée Solara Private

PLACES – PLACES

Place Valérie Place
 Place Fontaine Place
 Place Samuel Place
 Place Trillium Place

AUTRES – OTHERS :

Jardin Assaly Garden
 Montée Outaouais Side Road
 Montée Poupart Side Road
 Terrasse Paul Terrace
 Terrasse Riviera Terrace
 Voie Dolomie Way

PARCS – PARKS:

Parc Alphonse Carrière Park
Parc Alain Potvin Park
Parc Bellevue Park
Parc Bernard Valiquette Park
Parc Brumard Park
Parc Cathy-Cain Park
Parc Cheney Park
Parc Dalrymple Park
Parc Deschamps Park
Parc du Moulin Park
Parc du Patrimoine Park
Parc Dutrisac Park
Parc James et/and Marie Fox Park
Parc Jules-Saumure Park
Parc Laviolette Park
Parc Mountainview Park
Parc Naturel Lavigne Natural Park
Parc de chien sans laisse / Off-Leash Dog Park
Parc Patricia-Charron Park
Parc Paul Simoneau Park
Parc Presqu'île Clarence Point Natural Park
Parc Richelieu Grande-Rivière Park
Parc Simon Park
Parc St-Pascal Park

**Ceci constitue l'ANNEXE "B" du Règlement 2019-XX
de la Cité de Clarence-Rockland**

**This is SCHEDULE "B" to the By-law 2019-XX
of the City of Clarence-Rockland**

Street names / Nom de rues		Proposed Abbreviation / Abréviation proposée	
English Name	Nom français	English	Français
Avenue	Avenue	AVE.	AV.
Boulevard	Boulevard	BLVD.	BOUL.
Circle	Cercle	CIR.	CERCLE
Court	Cour	CRT.	COUR
Crescent	Croissant	CRES.	CROIS.
Drive	Promenade	DR.	PROM.
Gardens	Jardins	GS.	JARDINS
Lane	Allée	LN.	ALLÉE
Place	Place	PL.	PL.
Parkway	Promenade	PKWY	PROM.
Road	Chemin	RD.	CH.
Side Road	Montée	SR.	MO.
Square	Place	SQ.	PL.
Street	Rue	ST.	RUE
Terrace	Terrasse	TERR.	TERR.
Way	Voie	WAY	VOIE



REPORT N° AMÉ-19-95-R

Date	23/10/2019
Submitted by	Claire Lemay
Subject	Street name change – Maxime Court, Cheney
File N°	D-12-VVV-02

1) **NATURE/GOAL :**

The purpose of this report is to present a by-law to change the name of one of the streets on the recently approved plan of subdivision (Plan 50M-339).

2) **DIRECTIVE/PREVIOUS POLICY :**

N/A

3) **DEPARTMENT'S RECOMMENDATION :**

That the Committee of the Whole recommends to Council to adopt a by-law changing the name of "COUR EMILIE COURT" on plan 50M-339 to "COUR MAXIME COURT".

Que le Comité plénier recommande au conseil municipal d'adopter un règlement modifiant le nom du « COUR EMILIE COURT » sur le plan 50M-339 à « COUR MAXIME COURT ».

4) **BACKGROUND :**

Plan 50M-339 was registered on September 12, 2019. The plan is located on the south side of Russell Road and west of Grand Tronc Street in Cheney and contains an extension of Danika Street as well as one new street and 13 new residential lots.

5) **DISCUSSION :**

It was noted after registration of Plan 50M-339 that the new street, named "Cour Émilie Court", is too similar to the existing street name "Rue Emilia Street". It is therefore recommended that the street name be changed to "Cour Maxime Court" before the developer sells the residential lots to their new owners.

6) **CONSULTATION:**

The Planning and Forestry Department and the Emergency Services Department of the United Counties of Prescott and Russell were consulted as well as the developer.

A public notice was published, as required by the City's Notice Procedures By-law.

- 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:**
By-law 2019-XX

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**BY-LAW 2019-111**

BEING A BY-LAW TO SIGN AN AMENDING AGREEMENT WITH CIHA FOR THE PURPOSE OF AMENDING SCHEDULE A OF THE CIHA OPERATIONS AND MAINTENANCE AGREEMENT DATED AUGUST 7, 2015 AND ADOPTED UNDER BY-LAW 2015-89.

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

WHEREAS the Council of the Corporation of the City of Clarence-Rockland signed operations and maintenance agreement with the Canadian International Hockey Academy (CIHA) in August 2015 under by-law no. 2015-89; and

WHEREAS the Council of the Corporation of the City of Clarence-Rockland deems it expedient to sign an amending agreement to reflect changes due to negotiations between the CIHA and the City;

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

- 1. THAT** Municipal Council authorizes the Mayor and the Clerk of the City of Clarence-Rockland to sign an amending agreement with CIHA in order to amend Schedule "A" of the operations and maintenance agreement;
- 2. THAT** the amending agreement be in the form hereto annexed and marked as Schedule "A" to this by-law;
- 3. THAT** this by-law shall come into force on the day of its adoption and shall remain in force until it is repealed.

READ, PASSED AND ADOPTED BY COUNCIL THIS 2ND DAY OF DECEMBER 2019.

Guy Desjardins, Mayor

Monique Ouellet, Clerk

THIS AMENDED OPERATIONS AND MAINTENANCE AGREEMENT dated the day of
, 2019 and effective as of the of day of , 2019

BETWEEN:

THE CORPORATION OF THE CITY OF CLARENCE ROCKLAND
(Hereinafter called the "City")

OF THE FIRST PART

AND:

ACADEMIE CIH/ CIH ACADEMY
(Hereinafter called the "Academy")

OF THE SECOND PART

WHEREAS the Academie de Rockland / Rockland Academy is a registered charity incorporated for the purpose promoting education by operating a private coeducational residential secondary school and is committed to establishing a coeducational residential hockey program in eastern Ontario;

AND WHEREAS the Academy is a not-for-profit affiliate of the Academie de Rockland / Rockland Academy that has been incorporated for the purposes of undertaking activities in connection with the City Facilities including but not limited to operating and maintaining the City Facilities in accordance with the terms of this Agreement;

AND WHEREAS on July 8, 2009, the Federal and Provincial Governments approved the construction of the City Facilities for funding under the Building Canada Fund;

AND WHEREAS pursuant to a funding agreement or agreements to be entered into by the City and the Federal and Provincial Governments, the upper levels of government will reimburse the City for 66.66% of Eligible Costs incurred in connection with the construction of the City Facilities up to a maximum of \$13.8 Million;

AND WHEREAS the City passed By-law No. 2010-165 on October 12, 2010 authorizing the execution of a Municipal Capital Facilities Agreement and confirming that the City Facilities constitute a Municipal Capital Facility pursuant to subsection 110 of the *Municipal Act, 2001*;

AND WHEREAS in furtherance of its objective of establishing a hockey academy in Clarence-Rockland, the Academy intends to reimburse Four Million Dollars plus interest of the City's contribution to the cost of constructing the City Facilities;

AND WHEREAS the parties have entered into the Framework Agreement dated October 19, 2009 which outlines the respective general obligations and the terms pursuant to which the City Facilities shall be erected and ultimately operated;

AND WHEREAS the City is desirous of operating the City Facilities in such a way that will best serve the residents of the City of Clarence-Rockland and its environs;

AND WHEREAS to achieve its desire, the City has determined that it requires professional services to manage the City Facilities;

AND WHEREAS the Academy has represented to the City that it has the skills and resources necessary to provide the Services and warrants and represents that it is qualified to perform the services required by the City as set forth in this agreement;

AND WHEREAS the City, on the basis of the representations of the Academy, has agreed to retain the Academy to operate and manage the City Facilities.

NOW THEREFORE this agreement witnesseth that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

DEFINITIONS

1. In this Agreement the following words shall have the meanings as described below:

„Academy" means Academie CIH / CIH Academy;

"Academy Offices and Fitness Room" means the offices to be used by Academy coaches, the meeting room, common space and fitness room located on the Upper Level and identified as such on Schedule B-2;

"Academy Facilities Lands" means the parcel of land described as Part 1 on Plan SOR-9854 being Part of Lots 21, 22 and 23, Concession 1 O.S. in the Geographic Township of Clarence; City of Clarence-Rockland being part of PIN 69057-0304;

"Agreement" means this City Facilities Operations and Maintenance Agreement and any schedules or amendments in writing thereto;

"Book Value" means the asset's cost minus the accumulated depreciation since the asset was acquired.

"Building Canada Fund Agreement" means the agreement between Her Majesty the Queen in Right of Canada and the City;

"Building Systems" means all mechanical, electrical, HVAC, water, sewage, security and safety systems, landscaping and fencing contained in, on or around the City Facilities;

"Capital Replacement Fund" means the fund established by the Academy and the City in accordance with section 14 of this Agreement to pay for Major Capital Replacements, as may be required from time to time,

"Concession" means the small restaurant/concession area located on the Upper Level of the City Facilities and identified as such on Schedule B-2;

"City Development Agreement" means the development agreement entered into by the parties in connection with the construction of the City Facilities and the rights and obligations of the parties therein;

"City Facilities" means the twin ice hockey arena (including all related rooms and areas) together with the adjacent parking areas, walkways, internal roads and other areas shaded in grey on the plan attached as Schedule "A". The City Facilities do not include the soccer field and/or future soccer fields which use shall be governed by the Soccer Field Use Agreement attached as Schedule "A";

"City Facilities Lands" means the parcel of land described as Part 2 on Plan SOR-9854 being Part of Lots 21, 22 and 23, Concession 1 O.S. in the Geographic Township of Clarence; City of Clarence-Rockland being part of PIN 69057-0304;

"Commencement Date" means the 15th day of July, 2012

"Contaminant" shall have the same meaning as provided for in the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended;

"Cooperative Venture" means the venture between the City and the Academy in connection with the construction, operation and use of the City Facilities, as more clearly defined in the Formal Agreements;

"Eligible Costs" means those costs related to and incurred by the City in connection with the construction of the City Facilities which are eligible for funding under the Building Canada Fund as more particularly set out in the funding agreements entered into by the City;

"Events of Default" is defined in Section 48;

"Facilities" means the City Facilities and the Academy Facilities, referred to collectively;

"Formal Agreements" means collectively, the Framework Agreement, the Land Lease, the City Development Agreement, the Academy Development Agreement and this City Facilities Operation and Maintenance Agreement, the Municipal Capital Facilities Agreement, the Ice Time Agreement, the Soccer Field Use Agreement and such other documents that the parties hereto deem necessary to give effect to the transactions contemplated by the Framework Agreement;

"Framework Agreement" means the agreement entered into by the Parties on October 19, 2009;

"Land Lease" means a land lease of the Academy Facilities Lands entered into between the City as landlord and the Academy as tenant;

"Major Capital Replacements" means, for any period and in respect of any portion of the City Facilities referred to in this Agreement, any expenditures authorized in writing by the City relating to the City Facilities of a nature usually charged to capital account, determined in accordance with generally accepted accounting principles consistently applied which is in excess of Twenty-five Thousand Dollars (\$25,000.00), exclusive of applicable taxes, professional fees and contingencies.

"Municipality" or "City" means the Corporation of the City of Clarence-Rockland;

"Normal Business Hours" means such hours which are required for the Academy to fulfill its obligations under this Agreement and the Formal Agreements and, unless otherwise agreed by the parties shall consist of those times between the hours of [7:00am to 11:00 pm] during which the use of the Ice Rinks is rented to a person other than the Academie de Rockland / Rockland Academy, statutory holidays excluded;

"Non-Eligible Costs" means all costs which are not Eligible Costs including but not limited to start-up costs, equipment, furniture and fixtures required for the use and operation of the Arenas including but not limited to computers, signage, telephone system, score clock, security cameras, tools, edgers, dehumidification unit, fuel maker, skate sharpener, nets, Zamboni, fax machine and copy machines.

"Parties" means both the City and the Academy referred to collectively;

"Person" or "Persons" means any individual, partnership, corporation, joint venture, association, joint stock company, trust, unincorporated organization, utility or a governmental authority, department or other agency;

"Plans and Specifications" means the plans and specifications for the City (as prepared by the Architect and dated August 23rd 2011, a copy of which has been provided by the City to the Academy prior to execution of this Agreement), and all changes thereto from time to time;

"Realty Taxes" means all real property taxes, rates, duties and assessments (including local improvement rates), impost charges or levies, whether general or special, that are levied, charged or assessed from time to time by any lawful authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the City which are imposed in lieu of, or in addition to, any such real property taxes, whether of the foregoing character or not, and whether or not in existence at the commencement of the Term, and any such real property taxes levied or assessed against the City on account of its ownership of the City Facilities or its interest therein, but specifically excluding any taxes assessed on the income of the City;

"Services" means the tasks, duties and responsibilities specified in the Statement of Work attached as Schedule "C", and any other services of a similar kind for which the Academy has represented that it has the skills and resources;

"Term" means a period of Thirty (30) years from the Commencement Date;

"Transfer" means an assignment of this Agreement in whole or in part, a sublease of all or any part of the City Facilities, any transaction whereby the rights of the Academy under this Agreement or to the City Facilities are transferred to another person, any transaction by which any right of use or occupancy of all or any part of the City Facilities is shared with or conferred on any person, any mortgage, charge or encumbrance of this Agreement or the City Facilities or any part thereof, or any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the City Facilities, in any such case without the consent of the City;

"Transferee" means any person or entity to whom a Transfer is or is to be made.

OPERATING PRINCIPLES

- 2) This Agreement is intended to provide a framework to define the mutual roles and responsibilities of the parties. In addition to the parties' respective specific obligations set forth in this Agreement, the City and the Academy agree to continue to develop their mutual roles and responsibilities in developing, managing and operating the City Facilities and designated programs and agree that the following principles will apply in relation thereto:
 - a) The relationship between the parties is based on mutual trust and respect;
 - b) The Academy agrees to provide Services applicable to a first rate facility to ensure that the needs of the Clarence-Rockland community, within the framework of this Agreement, and the requirements of the Building Canada Fund Agreement are being met;
 - c) There shall be open and honest communications between the parties with a view to solving all differences and problems that may arise by way of consensus;
 - d) The Academy shall co-ordinate the development and operation of the City Facilities;
 - e) The parties agree to ensure that space is made available within the City Facilities to meet the needs of minor sports associations and of the community while ensuring the successful operation of the City Facilities;
 - f) The parties shall ensure an inclusive environment that provides a variety of ways to access the Services within the City Facilities;
 - g) The Academy has agreed to operate the City Facilities in a financially accountable manner, including the ongoing development, maintenance and lifecycle replacement of the facilities and amenities as more specifically set out in this Agreement;
 - h) The parties shall share all information and communications as they relate to the City Facilities to the extent permitted by applicable laws;
 - i) The parties hereto have an interest in the ongoing maintenance and repair of the City Facilities. The City's capital investment is best protected if funds are available and procedures are in place to ensure that major equipment and the facility infrastructure are maintained in a state of good repair. As the operators of the facility, the Academy will directly affect capital conservation and maintenance costs. If the Academy's operating procedures place a high priority on preventative maintenance, long-term capital costs will be reduced.

3) Sections and Headings.

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereon", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

4) Number.

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and *vice versa* and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and *vice versa*.

5) Schedules. The following schedules, as amended from time to time, are annexed hereto and incorporated by reference and deemed to be part hereof:

Schedule A	Site Plan
Schedule B-1	Floor Plan - Lower Level
Schedule B-2	Floor Plan - Upper Level
Schedule C	Statement of Work
Schedule D	Amortization Schedule -
Schedule E	CRAETC - Capital Repair and Replacement Report
Schedule E1	Capital Replacement Fund Table A
Schedule F	Hydro One - Customer Service Contract
Schedule G	Public Skating, Shinny Hockey and Ringuette Policy
Schedule H	Accessible Customer Service Policy
Schedule I	Alcohol Management Policy
Schedule J	Ice Rental Agreement
Schedule K	Soccer Field Use Agreement
Schedule L	Municipal Arenas Signage Policy for Local Sports Associations

APPOINTMENT AND TERM OF AGREEMENT6) Appointment and Term.

Subject to the earlier termination of this Agreement in accordance with the terms hereof, the City hereby appoints the Academy as the exclusive operator and manager of the City Facilities during the Term and the Academy agrees to operate and manage the City Facilities during the Term, unless earlier terminated or extended according to the terms of this Agreement.

7) Extension.

Not less than six (6) months prior to the end of the Term, the City and the Academy will discuss the terms of any extension to the Term, if so requested by the Academy. At the end of the Term (and any renewal thereof) the provisions of sections 54 and 55 shall apply.

CO-OPERATION BETWEEN PARTIES8) Cooperation Between Parties

- a) The City and the Academy agree to be mutually supportive of one another in the application for Provincial and Federal Grants.
- b) The City and the Academy will work together in booking their respective activities within the City Facilities to ensure that, to the extent reasonably possible, activities do not disturb the activities of the other priority.
- c) In the event an issue arises with respect to the maintenance of the City Facilities, a representative from the Academy shall meet with the City's Director of Community Services or designate to resolve the issue.
- d) The City and the Academy agree not to incur expenses on behalf of each other without the expressed written permission of the other party.
- e) Upon providing reasonable prior written notice to the Academy and at the City's costs, the City may appoint an independent auditor to review the financial records of the Academy but only such financial records which relate to the City Facilities.

OWNERSHIP OF FACILITIES9) Ownership of Facilities

- a) The City and the Academy acknowledge that the City is the sole owner of the City Facilities and the fixtures contained therein, save and except for all movable capital equipment purchased by the Academy which shall be owned by the Academy. Upon termination of this Agreement (early or otherwise): (i) all fixtures shall become the property of the City; (ii) non-fixture capital equipment owned and used by the Academy in the operation of the City Facilities is subject to the City's option to purchase in accordance with section 55 of this Agreement.
- b) The City shall at all times have the right of access to the City Facilities upon reasonable notice to the Academy for inspecting, maintenance, repairs or replacement purposes which are being done by the City, provided that the City makes reasonable efforts to avoid or minimize interference with the programs being carried out by the Academy pursuant to this Agreement. It shall not be unreasonable for the City to provide notice the same day as an intended inspection and the Academy shall not refuse access to the City Facilities unless such inspection will have a material impact on that day's programs. The requirement for prior notice shall not apply to Municipal By-law Officers.
- c) The City shall provide the Academy with access to and use of the City Facilities including the equipment and assets contained therein for the sole and limited purpose of providing the Services anticipated by this Agreement.

DUTIES OF THE ACADEMY10) Duties of the Academy

- a) The Academy shall operate the City Facilities on a not-for-profit basis with a view to deliver the Services at cost.
- b) As required by the Building Canada Fund Agreement, the Academy will operate 3 distinct programs (with usage principally planned during the weekday):

- A residential hockey program. A sport-education program where co-ed students, grades 9 to 12, will be part of an advanced residential hockey and education experience from September to June. Targeted clientele: hockey players from all across Canada and potentially from other countries (a breakdown of 50%-25%-25% of Ontario, Out-of-Province and International students is predicted, although Infrastructure Canada received no evidence in support of this prediction). The Academy projects that enrolment will reach 100 students in the fourth year of operation and 190 in the seventh year.
 - A weekly hockey program. A sport-education skills academy offered in partnership with Hockey Canada and Eastern Ontario's French and English Public School Boards. Targeted clientele: minor league hockey players from the Eastern Ontario region.
 - Summer hockey camps. Will offer residential hockey camps hosted by current and former NHL players and coaches. Targeted clientele: hockey players from Western Quebec, Eastern and Southeastern Ontario and Northeast U.S.
- c) The Academy has a memorandum of understanding with Hockey Canada to make the City Facilities an official Eastern Ontario training facility for Hockey Canada's national teams for a ten year period. A copy of such memorandum of understanding has been provided to the City.
- d) The Academy shall perform all services reasonably required to properly operate and manage the City Facilities and to a minimum, shall perform the Services set out in the Statement of Work attached as Schedule 'C'. The Services listed in Schedule 'C' may be amended from time to time by agreement of the parties or by the City where any additional Services can be justified as falling within the normal services provided by operators of similar facilities in the Province of Ontario and such additional Services are within the Academy's budgetary constraints with respect to the City Facilities. Where the parties are unable to agree as to the Services to be provided by the Academy, either party may refer such dispute to Dispute Resolution for a final determination of the matter.

DUTIES OF THE CITY

- 11) The City will be responsible for the following:
- (a) Policies – reviewing and / or developing the overall plans and policies for the operation and maintenance of the City Facilities;
 - (b) Approval of any material modifications to the Services;
 - (c) Establishing branding and visual identity of the City Facilities as a municipal capital facility;
 - (d) Periodically meeting with the Academy to ensure a good level of communication between the parties with respect to issues pertaining to the Services and the operation of the City Facilities;
 - (e) Furnishing the Association Shared Office and Meeting Room identified on Schedule B-2;
 - (f) Furnishing the Storage Areas identified on Schedule B-1 which are for the use of the community and sports associations; and

- (g) Scheduling, bookings and maintenance for the soccer fields according to the Soccer Field Use Agreement.

FINANCIAL ARRANGEMENTS

12) Collection and Retention of Revenues.

During the Term, the Academy will retain all revenues resulting from the rental of the City Facility (excluding the Soccer Fields) , including revenues generated during periods where the ice surfaces are removed together with revenues relating to the operation of the Tuck Shop and Concession identified on Schedules B-1 and B-2 respectively. Admission revenues relating to the use of the City Facilities by the City, the Academy, Rockland Academy and other groups or teams (such as Junior "B" hockey teams) will be kept by those groups/teams using the City Facilities.

13) Contribution to Initial Capital Cost of Construction.

During the Term, the Academy shall pay to the City, and shall cause the Rockland Academy to guarantee the payment of, an amount of four million dollars (\$4,000,000.00 plus interest at the City's borrowing rate for the debt related to the construction of the City Facilities (to be adjusted for each refinancing term), amortized over the thirty (30) year term of this Agreement in equal annual payments in accordance with the amortization schedule attached as Schedule "D". Such payment represents the Academy's reimbursement to the City of a portion of the City's initial capital cost of construction of the City Facilities and may be prepaid by the Academy without bonus or penalty. In the event of an uncured Event of Default pursuant to which this Agreement is terminated by the City prior to the end of the Initial Term, the balance owing of the \$4,000,000.00 capital cost reimbursement shall become immediately due and payable.

13a) Development Charges and federal grant

The City has included \$3,888,161 for the City Facilities as a growth-related project cost as part of its 2015 Development Charges report approved by Council effective February 1st 2015. The portion that is applicable to the Academy is 59% or \$2,283,624 and this amount is applied to the outstanding balance of the loan as at February 1st, 2015 for a revised outstanding debt of \$1,703,257.

Further, upon execution of this agreement, the City will receive \$680,000 from the federal government. The portion that is applicable to the Academy is 59% or \$401,200 and this amount will be applied to the outstanding balance of the loan as at September 2015. This outstanding debt balance and the updated amortization schedule are attached as Schedule 'D'.

13b) Annual payment to the City for 2016 and Onwards

Starting in September 2016, the CIH will make annual payments of \$150,000.00 which will be comprised of \$64,956 as a repayment of the loan and the balance of \$85,044.00 will be contributed to the capital replacement fund identified in clause 15. The existing outstanding amount owing is \$2,452,696.00 at August 31, 2017. The City, at its discretion, will defer payment of the \$150,000.00 amount on the understanding that the capital repayment is still owed to the City.

13c) Hydro Costs.

The City will continue to pursue a front-end agreement with Hydro One for the \$1,251,330.82 'Schedule F' that was expended as part of the project to ensure sufficient electrical power for the City Facilities. Should the City be successful in this pursuit, the City will re-imburse the Academy with its proportionate share of 59% of these costs through a one-time reduction in the outstanding debt associated with the capital cost reimbursement identified in clause 13

13d) Operational Subsidy

At the City's sole discretion, there will be an annual operational subsidy of \$200,000.00 paid by the City to CIH Academy. This operational subsidy will be paid monthly commencing January 1, 2019 in the amount of \$16,666.66.

14) Capital Replacement Contribution.

The Academy shall be solely responsible for the cost of all capital improvements and replacements save and except for Major Capital Replacements which shall be shared equally by the parties and paid where available, from the Capital Replacement Fund. The Academy shall be solely responsible for all capital replacements of moveable equipment, regardless of cost.

15) Capital Replacement Fund.

The Academy shall make ongoing contributions into a Capital Replacement Fund for Major Capital Replacements, in an annual amount to be agreed upon by the parties on an annual basis in advance of the Fiscal Operating Year in question. The City shall not be required to contribute to the Capital Replacement Fund, but shall ensure that it maintains sufficient debt capacity to borrow funds to meet the City's obligations for contribution towards Major Capital Replacements.

16) Shortfall in Capital Replacement Fund.

In the event that the Academy's Capital Replacement Fund is insufficient to pay its share of a Major Capital Replacement, and provided that the Academy has fulfilled its obligations with respect to annual contributions to the fund, the City may, at its sole discretion, advance to the Academy the shortfall required for the Academy to pay its share of the Major Capital Replacement, which advance shall become a debt to the City payable together with interest at the then current prime rate of interest.

17) Expenses.

Except for the City's required contributions to Major Capital Replacements or as may otherwise be agreed between the parties in writing (including any agreement in respect of possible major renovations as contemplated by section 20 below):

(i) The Academy shall at all times be solely responsible for the payment of all expenses related to the operation, maintenance and management of the Facilities, and shall ensure that all accounts payable for such matters are kept current;

(ii) The City will refund to CIH Academy for any operating deficits that are caused by unforeseen circumstances including :

- a. hydro rate increases that are beyond the consumer price index for Ottawa;
- b. ice rental rate increases approved by the City that are below the consumer price index for Ottawa; and

(iii) The remainder of CIH Academy's operation of the City Facilities shall be at no cost to the City.

18) Financial Statements.

The operation and management of the City Facilities by the Academy, shall be conducted on a completely "open book" basis such that the City shall have full access to the financial records of the Academy relating to the City Facilities. The City will engage a firm of its choice to produce an annual audited statement of revenue and expenditures for the operations of the City Facilities estimated to cost \$15,000.00. CIH Academy shall share the cost of this annual

audited statement equally with the City. The annual audited financial statements shall be based upon a fiscal operating year September and ending on the 31st day of August of each year of the Term ("Fiscal Operating Year"). The parties acknowledge and agree that all expenses and revenues relating to the City Facilities shall be included in the financial records and statements contemplated by this Section 18, and, for the avoidance of doubt, shall exclude:

- a. revenues and expenses relating to the Academy Facilities, as such term is defined in the Framework Agreement;
- b. revenues (including tuition fees and donations) and expenses (including teaching and other education-related expenses, student and teacher accommodation and board) relating to relating to the Rockland Academy's operations,
- c. revenues (including coaching fees and donations) and expenses (including coaching and other hockey related expenses) relating to the Academy's hockey programs; and
- d. revenues and expenses relating to naming rights referred to in section 29 of this Agreement;

19) Balanced Budget.

The Academy, and any third party contractor which may be permitted by the City, shall operate and manage the City Facilities at cost, and shall use its best efforts to maintain a balanced budget. The Academy will be responsible for all annual deficits. If there is an annual operating surplus, as confirmed by the annual audit, such surplus shall be divided Sixty (60%) percent in favour of CIH Academy and forty (40%) percent in favour of the City. Prior to each fiscal period, the Academy will provide the City with a copy of budget for the upcoming fiscal period and will receive comments from the City with respect to such budget

20) Major Renovation.

Should the need for major City Facilities expansion or renovation be identified by the City, the City and the Academy agree to collaboratively plan and, as warranted, develop additional cost sharing arrangements where identified initiatives have mutual benefit.

CITY USE OF CITY FACILITIES

- 21) The City shall be responsible for the operation and maintenance of the soccer fields in accordance with the Soccer Field Use Agreement and will have reasonable access to the parking areas identified on Schedule "A" at no cost to the City. In addition, the City shall have the right to use the Multifunction Training & Testing Rooms and associated Break Out Rooms, each as identified on Schedule --B-1 ", at no cost to the City when such use does not conflict with the Academy operations. Such uses would include, but not be limited to, City events, day camps, and similar activities.
- 22) The only amounts payable by the City with respect to the City use of the City Facilities shall be fees associated with rental of ice time by the City.
- 23) The City's use of meeting rooms and parking area will be subject to availability. When requested by the City, the Academy will make reasonable efforts to advise the City in advance of the times that such rooms are available. The Academy agrees that the City shall have the first opportunity to reserve the use of the meeting rooms.

ICE TIME AGREEMENT

- 24) The use of the twin ice hockey arena will be as set out in the Ice Time Agreement attached as Schedule "J", as may be amended from time to time upon agreement by the parties . The following basic principles will govern the use of the twin ice hockey arena:

- (a) The Ice Rinks will be available for public use at least 70% of the total available hours of weekly operation. Such availability for public use will apply each week during the calendar year, subject to maintenance periods agreed to by the Parties. The City shall have the option of designating lawful priorities for the use of such 70% by the public-.
- (b) The rates to be charged by the Academy for the use of the Ice Rinks will reflect the actual cost of operating and maintaining the Arenas, including without limitation reasonable overheads, the Academy's contribution to initial capital cost of construction, Capital Replacement Fund contribution requirements and other reasonable reserves that a prudent owner and operator of such a facility would maintain.
- (c) The City will be entitled to subsidize ice-time rates to certain users at no cost to the City.
- (d) The selection of hours by the City will take into consideration the needs of the Academy for its regular programming.
- (e) A minimum of 1.5 hours of public skating be offered by CIH Academy during each weekend and 1 hour during each week day, up to a maximum of 50 hours per year between September and April at no cost to the City; (It is understood that occasionally some weekend public skating hours can be modified or re-allocated in order to not interfere with external programs such as hockey tournaments or special events.)
- (f) The arena will be opened during activities recognized by the City, for example, the Soccer Fest);
- (g) The City is authorized to use the Zamboni owned by the City at any time, as may be required . The parties consent and acknowledge that the Academy may use one of the City's Zambonis on a regular basis subject to the City requiring it for short periods of time should an emergency arise in the sole opinion of the City.

ADDITIONAL OPERATING ISSUES

25) Business and Other Taxes

In each and every year during the Term the Academy shall pay and discharge within fifteen (15) days after they become due, and indemnify the City from and against payment of, and any interest or penalty in respect of every tax, licence fee, rate, duty and assessment of every kind with respect to any business carried on by the Academy in the City Facilities or by any subtenant, licensee, concessionaire or franchisee or anyone else, or in respect of the use or occupancy of the City Facilities by the Academy, licensees, concessionaires or franchisees or anyone else (other than Realty Taxes, to the extent the Academy is not required to pay same as a Municipal Capital Facility, or such taxes as income, profits or similar taxes assessed on the income of the City).

26) Use of Soccer Fields

The Academy shall have the right to reserve the use of the soccer fields in accordance with the provisions set put in Schedule K of the Soccer Field Use Agreement.

27) Rules and Regulations

The Academy and its employees and all persons visiting or doing business with it on the City Facilities shall be bound by and shall observe the Rules and Regulations provided by the City and as amended from time to time.

28) Hours of Operation

The Academy shall, throughout the Term conduct its operations in the City Facilities to a minimum during Normal Business Hours but may conduct its business in excess of Normal Business Hours. Notwithstanding the foregoing, the Academy shall not be required to operate when prohibited by a governmental law or by-law regulating the hours of business.

29) Signage and Naming Rights

The City shall be entitled to find a sponsor for naming rights of the City Facilities upon such terms and conditions that are acceptable to the City. Any signage shall be no cost to the City. The net revenues for the signage will be shared annually on equal basis 50/50. The revenue received by the City will be applied against the City's budget for the Clarence-Rockland arena. The Academy shall also be entitled to post program related advertisement in the City Facilities. The City and the Academy shall work together to establish reasonable guidelines for the posting of such program related advertisement.

The City shall be permitted, at its expense, to install the City logo on centre ice to the ice surfaces the regular **MSA Season** meaning the period from September 1 to April 30 annually.

30) Observance of Law

The Academy shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of any public authority having jurisdiction affecting the City Facilities or the use or occupation thereof including, without limitation, police, fire and health regulations and requirements of the fire insurance underwriters. Without limiting the generality of the foregoing:

- a) where, during the Term, the Academy has, through its use or occupancy of the City Facilities, caused or permitted a release of a Contaminant at, from or to the City Facilities, the Academy shall immediately clean up such Contaminant from the City Facilities, and any affected areas, at the Academy's expense and restore the affected areas to their original condition; and
- b) on the termination of this Agreement for any reason, the Academy shall remove, at its expense, any Contaminant or contamination which, through the Academy's use or occupancy of the City Facilities, it has brought to or created on the City Facilities and restore such affected areas to their original condition.
- c) the Academy shall indemnify, defend, and hold harmless the City, and their respective officers, partners, agents and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including legal fees on a solicitor and ms own client basis) and consultants' fees arising out of or in any way connected with any deposit, spill, discharge, or other release of a Contaminant that occurs during the Term of this Lease, at or from the City Facilities, or which arises at any time from the Academy's use or occupancy of the City Facilities, or from the Academy's failure to provide all information, make all submissions, and take all steps required by all authorities under the any such environmental laws and this indemnity shall survive the expiration of tills Agreement.

31) Equipment and Furnishings

The Academy shall provide a list of all equipment and furnishings for use in the City Facilities and shall be responsible for all costs of maintenance, repair or replacement thereof. At the end of the Term (including any renewals thereto) or upon the earlier termination of this Agreement, the provisions of section 55 shall apply.

ACADEMY'S INSURANCE AND WSIB

- 32) The Academy shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance. Such insurance coverage shall be provided by a qualified insurance company authorized to transact business in Ontario which is approved by the City, acting reasonably:

- a) "All Risks" insurance including Sewer Back-Up on property of every description owned by the Academy or for which the Academy is legally liable, or which is installed by or on behalf of the Academy, within the City Facilities or on the City Facilities Lands. Such property can include, without limitation, stock, furniture, equipment, fixtures and Leasehold improvement in an amount not less than the full replacement cost. Such insurance shall include a waiver of subrogation in favour of the Corporation of the City of Clarence Rockland.

The insurance described above shall name as loss payee the City and anyone else with an interest in the City Facilities from time to time designated in writing by the City, and shall provide that any proceeds recoverable in the event of damage to leasehold improvements shall be payable to the City and to the Academy with respect to leasehold improvements. The City agrees to make available such proceeds toward repair or replacement of the insured property if this Agreement is not terminated pursuant to the terms of this Agreement.

The deductible shall be no greater than \$10,000, and shall be the sole responsibility of the Academy.

- b) "All Risks' Profits Business Interruption to cover both the Academy and the City's loss of revenue following an insured peril. The period of indemnity shall be no less than 12 months. Such coverage shall include Extra Expense.

- c) Professional Fees in the amount of not less than \$100,000.

- d) Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$25,000,000. per occurrence / \$25,000,000. annual aggregate for any negligent acts or omissions by the Academy relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees and volunteers as Additional Insured(s); contingent employers liability; abuse liability; tenants legal liability; cross liability and severability of interest clause

Such insurance shall add the Corporation of the City of Clarence Rockland as Additional Insured including 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 Deductible shall not exceed ten thousand (\$10,000) dollars and shall be the sole responsibility of the Academy.

- e) if applicable, Comprehensive boiler and machinery insurance on a blanket basis with limits for each accident in an amount not less than the full replacement costs of the property, covering all equipment owned or operated by the Academy or by others (other than the City) on behalf of the Academy in the City Facilities or relating to or serving the City Facilities; Such insurance shall follow from business interruption; expediting expenses; water damage; hazardous substances; professional fees and stock spoilage
- f) plate glass insurance with respect to all glass windows and glass doors in or on the City Facilities for the full replacement value thereof; and
- g) such other forms of insurance as may be reasonably required by the City from time to time.
- 33) All such insurance shall be with insurers and shall be on such terms and conditions as the City reasonably approves.
- 34) All policies shall contain a notice of cancellation to the City with not less than thirty (30) days prior to any material change, cancellation or termination.

- 35) The Academy agrees to provide copies of all the above-noted insurance policies to the City including any renewal or replacements thereof.
- 36) Approval of the insurance by the City shall not relieve or decrease the liability of the Academy hereunder.

CITY'S INSURANCE

- 37) The City shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance.
 - a) "All Risks" insurance including Sewer Back-Up on Property of every description owned by the City or for which the City is legally liable. Such property can include, without limitation, building, stock, furniture, equipment, fixtures in an amount not less than the full replacement cost.
 - b) 'All Risks' Profits Business Interruption to cover the City's loss of revenue following a loss that was as the result of the Insured peril. The period of indemnity shall be no less than 12 months.
 - c) Comprehensive boiler and machinery insurance on a blanket basis with limits for each accident in an amount not less than the full replacement costs of the property, covering all equipment owned or operated by the City. Such insurance shall follow from business interruption; expediting expenses; water damage; hazardous substances; professional fees.
 - d) Municipal Liability Insurance issued on an occurrence basis for an amount of not less than \$25,000,000. per occurrence / \$25,000,000. annual aggregate for any negligent acts or omissions by the City relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees and volunteers as Additional Insured(s); contingent employers liability; abuse liability; tenants legal liability; cross liability and severability of interest clause
- 38) The Municipal Liability Insurance will include the Academy as Additional Insured but only with respect to the operations of the Named Insured.

OCCUPATIONAL HEALTH AND SAFETY

- 39) The Academy agrees that, where the provisions *Occupational Health and Safety Act* (Ontario) and Regulations apply to the Services, all of the responsibilities and obligations imposed upon the Academy under this Act shall be assumed by the Academy. All costs for services/materials required to fulfill these obligations shall be the responsibility of the Academy. The Academy shall fulfill all of its obligations in compliance with the *Occupational Health and Safety Act*, and further agrees to take responsibility for any health and safety violation that may occur. Furthermore, if the City is made a party to any charge under the *Occupational Health and Safety Act* in relation to any violation of the said Act arising out of this Agreement, the Academy shall indemnify and save harmless the City from any and all charges, fines, penalties, and costs that may be incurred or paid by the City.

The Academy shall provide confirmation of WSIB coverage and enrollment with respect to all employees, contractors, or agents employed or engaged by the Academy in the performance of this Agreement. The Academy shall provide the City with a certificate of clearance as confirmation of Workplace Safety and Insurance Board coverage for all employees.

FINANCIAL SECURITY

- 40) The Academy will provide security to the City, up to a maximum amount of \$500,000.00, in the form of a charge against the structures built on the Academy Facility Lands, in the event that the Academy ceases to operate the City Facilities.

INDEMNITIES

- 41) The Academy shall indemnify and save harmless the City, its elected representatives, officers, employees and agents from and against all liabilities, claims, damages, losses, costs and expenses for loss or damage to property, or injuries to or death to any and all persons, arising directly or indirectly out of or in connection with:
- a) the Academy's occupancy or use of the City Facilities, or any portion thereof, or out of the Academy's operations in connection therewith;
 - b) the breach of any provision of this Agreement; or,
 - c) any negligent or willful acts or omissions by the Academy with respect to the Academy's performance of its obligations under this Agreement.
- 42) The City shall indemnify and save harmless the Academy, its affiliates, directors, officers, employees and agents from and against any losses that arise out of, or result from and are directly related to:
- a) the breach of any provision of this Agreement;
 - b) the negligent or willful acts or omissions by the City with respect to the City's performance of its obligations under this Agreement.
- 43) The provisions of these Articles shall survive the expiration or termination of this Agreement, and any subcontracting out of all or any of the operation or maintenance services to third party.

MUTUAL RELEASE

- 44) The Parties release each other and waive all claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible, subject to the following:
- a) such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party or proceeds which would have been received if the

releasing party had obtained all insurance required to be obtained by it under this Agreement (whichever is greater) and, for this purpose, deductible amounts shall be deemed to be proceeds of insurance received (subject to the right of the City to include such deductible amounts in Operating Costs); and

- b) to the extent that both parties have insurance or are required to have insurance for any occurrence, the Academy's insurance shall be primary.
- 45) Notwithstanding the foregoing or anything else herein contained, in no event, unless the damage or loss is the result of the wilful act of the City, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the City be liable for:
- a) damage to property of the Academy or others located on the City Facilities;
 - b) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the City Facilities including the parking areas or from the water, steam or drainage pipes or plumbing works of the City Facilities or from any other place or quarter located within Schedule 'A';
 - c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring within the City Facilities;
 - d) any damage caused by anything done or omitted to be done by any other occupant or tenant of the City Facilities; or
 - e) any indirect or consequential damages suffered by the Academy.
- 46) Notwithstanding the foregoing or anything else herein contained, in no event, unless the damage or loss is the result of the wilful act of the Academy, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Academy be liable for any indirect or consequential damages suffered by the City:

SUBCONTRACTING

- 47) The Academy shall be entitled to subcontract the management and operation of the City Facilities to a third party contractor subject to the consent of the City (acting reasonably) and subject to the City being satisfied that the cost of employing the third party contractor is comparable to the cost that would be incurred by the Academy to operate the City Facilities itself, provided that such subcontractor is bound by the terms of this Agreement including, but not limited to, the requirements for operations to be on an open-book basis.

DEFAULT

- 48) Events of Default - Any of the following constitutes an Event of Default under this Agreement:

- a) any amounts payable by the Academy pursuant to this Agreement is not paid within ten (10) days after notice in writing from the City to the Academy;
- b) the Academy has breached any of its obligations in this Agreement and the City provides written notice of such breach to the Academy and, if such breach is capable of being remedied after notice in writing from the City to the Academy:

- i) the Academy fails to remedy such breach within thirty (30) days (or such shorter period as may be provided in this Agreement); or
 - ii) if such breach cannot reasonably be remedied within thirty (30) days (or such shorter period), the Academy fails to commence to remedy such breach within thirty (30) days of such breach, or thereafter fails to proceed diligently to remedy such breach.
 - c) the Academy becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Academy's existence or the liquidation of its assets;
 - d) a trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Academy;
 - e) the Academy makes a sale in bulk of all or a substantial portion of its assets, other than in conjunction with an assignment or Transfer approved by the City;
 - f) this Agreement or any of the Academy's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
 - g) the Academy makes an assignment or Transfer, other than in compliance with the provisions of this Agreement;
 - h) the Academy abandons or attempts to abandon the City Facilities or the City Facilities become vacant or substantially unoccupied for a period of five (5) consecutive days or more;
 - i) the Academy moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment that are necessary for the ongoing operation of the City Facilities out of the City Facilities;
 - j) any insurance policy covering any part of the Facilities is cancelled and not replaced or notice of cancellation is given and is not remedied as a result of any action or omission by the Academy or any person for whom it is legally responsible; or
 - k) the Academy's related corporation, the Academie de Rockland / Rockland Academy ceases to operate as a registered charity or ceases to operate as a private coeducational residential secondary school on the Academy Facilities Lands.
- 49) Default and Remedies - If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Agreement or at law, the City shall have the following rights and remedies, which are cumulative and not alternative:
- a) to terminate this Agreement by notice to the Academy or to re-enter the City Facilities and repossess them and, in either case, enjoy them as of its former estate, and to remove all persons and property from the City Facilities and store such property at the expense and risk of the Academy or sell or dispose of such property in such manner as the City sees fit without notice to the Academy. If the City enters the City Facilities without notice to the Academy as to whether it is terminating this Agreement under this Section 48 or proceeding under Section 49(b) or any other provision of this Agreement, the City shall be deemed to be proceeding under Section 49(b), and the Agreement shall not be terminated, nor shall there be any surrender by operation of law, but the Agreement shall remain in full force and effect until the City notifies the Academy that it has elected to terminate this Agreement. No entry by the City during the Term shall have the effect of terminating this Agreement without notice to that effect to the Academy;

- b) to enter the City Facilities as agent of the Academy to do any or all of the following:
 - i) re-let or re-licence the City Facilities for whatever length and on such terms as the City, in its discretion, may determine;
 - ii) take possession of any property of the Academy in the City Facilities, store such property at the expense and risk of the Academy, and sell or otherwise dispose of such property in such manner as the City sees fit without notice to the Academy;
 - iii) make alterations to the City Facilities to facilitate their use or occupancy; and
 - iv) apply the proceeds of any such sale, use or occupancy first, to the payment of any expenses incurred by the City with respect to any such use, occupancy or sale, second, to the payment of any indebtedness of the Academy to the City other than any amount due under this Agreement, and third, to the payment of any amount due under this Agreement, with the residue to be held by the City and applied to payment of future amount due under this Agreement as it becomes due and payable, provided that the Academy shall remain liable for any deficiency to the City;
 - c) to remedy or attempt to remedy any default of the Academy under this Agreement for the account of the Academy and to enter on the City Facilities for such purposes. No notice of the City's intention to remedy or attempt to remedy such default need be given to the Academy unless expressly required by this Agreement, and the City shall not be liable to the Academy for any loss, injury or damages caused by acts of the City in remedying or attempting to remedy such default. The Academy shall pay to the City all expenses incurred by the City in connection therewith;
 - d) to recover from the Academy all damages, costs and expenses incurred by the City as a result of any default by the Academy including, if the City terminates this Agreement, any deficiency between those amounts which would have been payable by the Academy for the portion of the Term following such termination and the net amounts actually received by the City during such period of time with respect to the City Facilities.
- 50) Costs. The Academy shall pay to the City all damages, costs and expenses (including, without limitation, all legal fees on a substantial indemnity basis) incurred by the City in enforcing the terms of this Agreement, or with respect to any matter or thing which is the obligation of the Academy under this Agreement, or in respect of which the Academy has agreed to insure or to indemnify the City.
- 51) Remedies Cumulative - Notwithstanding any other provision of this Agreement, the City may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Academy, either by any provision of this Agreement, by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Agreement as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the City by statute or common law.

ENTRY

- 52) The City may, on reasonable notice (which notice may be on the same day), enter the City Facilities at any time during the Term for any purpose. The City will make reasonable efforts to avoid disturbing the Academy's operations. The requirement for notice will not apply to Municipal By-law Officers.

EFFECT OF WAIVER OR FOREBEARANCE

- 53) No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations contained in this Agreement shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of any payment by the City shall not be deemed a waiver of any preceding breach by the Academy of any term, covenant or condition regardless of the City's knowledge of such preceding breach at the time of the acceptance of such payment. All charges payable by the Academy to the City hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Academy waives the benefit of any statutory or other right in respect of abatement or set-off in its favour at the time hereof or at any future time.

TERMINATION

- 54) Upon any termination of this Agreement, the Academy shall return the City Facilities and the assets within the City Facilities in as good or better condition as at the date upon which the Academy took possession of the City Facilities, subject only to such wear and tear as may be reasonably expected given the reasonably expected service life of the City Facilities and furniture and assets.
- 55) In the case of termination, the City will have the option to either purchase any assets purchased by the Academy and related to the operation of the City Facilities at such asset's Book Value (calculated in accordance with GAAP) or to advise the Academy that such assets may be removed by the Academy upon their departure. Otherwise, all assets within the City Facilities which have either been fully depreciated or purchased during the term of this Agreement shall remain the property of the City.
- 56) It is agreed and understood that the Academy will accept payment as above as full and final compensation to the Academy for any and all claims the Academy may have at law or in equity in respect of the City's early termination of this Agreement in accordance with the terms hereof, and the Academy shall hereby forever release and discharge the City from any further claims for loss or damages or liability to the Academy resulting from such termination.

DESTRUCTION OR DAMAGE TO CITY FACILITIES

- 57) Destruction or Damage to City Facilities – If during the Term of any renewal thereof the City Facilities are totally destroyed or are partially destroyed so as to render them wholly unfit for occupancy and they cannot be repaired with reasonable diligence within twelve (12) months of the happening of such damage then this Agreement shall, at the sole option of the City, terminate from the date of such damage or destruction and the Academy shall immediately surrender the premises and all interest therein to the City and the City may re-enter or repossess the City Facilities discharged of this Agreement and may remove all persons therefrom. In no event shall the City be responsible for any damages suffered by the Academy as a result of such damage or destruction. If the City terminates this Agreement in accordance with this Section due to damage or destruction of the City Facilities that was not caused by the fault of the Academy, the Academy shall not be responsible for any further payments pursuant to section 13 and Schedule 'D' after the date of such termination.
- 58) Certificate Conclusively – Any decisions regarding the extent to which the City Facilities or any portion of the City Facilities has become unfit for use and/or cannot be repaired within

a specified timeline, shall be made by an architect or professional engineer and the City may appoint an architect or professional engineer for this purpose. If, however, such architect or professional engineer has been mutually appointed by the parties, the decision of such architect or professional engineer shall be final and binding on the parties.

- 59) **Insurance Proceeds** - In the event of any material damage or destruction occurring by reason of any cause in respect of which proceeds of insurance, together with the Capital Replacement Fund, are substantially insufficient to pay for the costs of rebuilding the City Facilities, or are not payable to or received by the City (except in either case if such shortfall is caused by the City's failure to maintain insurance in accordance with the terms of this Agreement), or in the event that any mortgagee or other person entitled thereto shall not consent to the payment to the City of the proceeds of any insurance policy for such purpose, the City may elect, on written notice to the Academy, within six (6) months of such damage or destruction, to terminate this Agreement, and the Academy shall immediately deliver up vacant possession of the City Facilities to the City. In all circumstances, the City shall be entitled to retain all proceeds of insurance relating specifically to the City Facilities (excluding the Academy's equipment and fixtures). If the City terminates this Agreement in accordance with this Section due to damage or destruction of the City Facilities that was not caused by the fault of the Academy, the Academy shall not be responsible for any further payments pursuant to section 13 and Schedule 'D' after the date of such termination.
- 60) **City's Work** - In performing any reconstruction or repair, the City may effect changes to the City Facilities and its equipment and systems and minor changes in the location or area of the City Facilities. The City shall have no obligation to grant to the Academy any allowances and shall have no obligation to repair any damage to leasehold improvements or the Academy's fixtures, except as contemplated by the Capital Replacement Fund.

DISPUTE RESOLUTION

- 61) **Dispute Resolution**
 - a) The parties agree that should a dispute arise as to any matter contained in this Agreement, either party may refer such dispute to dispute resolution under the provisions of this section by providing a written notice of such referral to the other party.
 - b) Where a matter is referred to dispute resolution, the first step to resolve the issue shall be a meeting between the City's CAO and CEO of the Academy. The second step shall be the appointment of a third party mediator and they will attempt to mediate a resolution. This will not limit or otherwise change any legal rights of the parties. The mediator will be chosen by and be acceptable to both parties. The parties agree to equally split the cost of the mediator. If the parties are unable to reach a resolution within 30 days of the appointment of a mediator, then the matter may be referred by either party to arbitration as set out below.
 - c) Where a dispute cannot be resolved through mediation, then either party may refer such dispute to arbitration by the giving of a written notice by either party to the other party. In the event of arbitration, the arbitrator shall be such as the parties may agree to on or before thirty (30) days from the submission by either party of the dispute to arbitration; in default of agreement on or before the expiration of such thirty (30) days, then within ten (10) days thereafter the Academy shall appoint an arbitrator, the City shall appoint an arbitrator, and the two so chosen shall appoint a third arbitrator. If either party defaults in such appointment within the said ten (10) days, the arbitrator appointed by the other party shall act as sole arbitrator as if appointed by both parties. The arbitrator or arbitrators, as the case may be, shall have all the powers given by the Arbitrations Act (Ontario) to arbitrators and may at any time and from time to time proceed in such manner as she, he or they may think fit on such notice as she, he or they may deem reasonable and after notice in the

absence of either party, the award and determination of the arbitrator or a majority of the arbitrators shall be final and binding and each party agrees not to appeal from such award or determination. The costs of any such arbitration shall be borne equally by the parties unless otherwise ordered by the arbitrator.

CONDITIONS PRECEDENT

- 62) The Parties acknowledge and agree that there exists an on-going requirement for compliance with the Building Canada Fund Agreement.
- 63) The Parties acknowledge and agree that the fulfillment of this Agreement, along with all of the other Formal Agreements, is contingent upon receipt of financing contributions from the Federal and Provincial Government. In the event that such funding is not received, the City will, at all times, be entitled to terminate this Agreement, and any or all of the Formal Agreements or, failing which, the parties shall negotiate in good faith any necessary changes to same to address the impact of any changes to the funding commitments. For the avoidance of doubt, any termination of this Agreement by the City as contemplated by this section shall not constitute an Event of Default for which the Academy would become liable for the payment referred to in section 13 of this Agreement.

GENERAL PROVISIONS

- 64) Good Faith.

The Academy and the City agree this Agreement is subject to negotiations between them and others. The Academy and the City shall proceed in good faith and as expeditiously as possible, to satisfy all of their obligations under this Agreement and to conclude all necessary acts to the satisfaction of all necessary conditions and the finalization of all agreements. The parties hereto agree to cooperate with each other to the extent reasonably possible to fulfill each of their obligations and conditions under this Agreement.

- 65) Confidentiality.

The parties hereto agree that they shall jointly coordinate and agree upon all press releases and other public disclosures concerning this Agreement before any such press releases or public statements or disclosures are made, subject to disclosures required by statute.

- 66) Interpretation

- a) The headings are for convenience only and do not form part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement, or any of its provisions.
- b) Unless otherwise specifically provided for herein, all calculations to be made hereunder are to be made in accordance with GAAP.
- c) Any reference to currency is to Canadian currency.
- d) Any reference to a statute includes, and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto which are in force from time to time and to any statute or regulations that may be passed which supplement or supersede such statute or such regulations.
- e) The signatories for each entity set out below hereby warrant and represent that they are authorized to bind the corporation or entity for which they are signing.

- 67) Inconsistencies.

In the event of any inconsistencies or conflicts between the terms of this Agreement and any schedules, appendices or other documents attached to and forming part of this Agreement, the terms of this Agreement shall prevail, unless otherwise stated in this Agreement.

68) Entire Agreement.

The parties recognize that there is no other convention, representation, guarantee, oral agreement, contract or condition, expressed or implied, collateral or otherwise forming in part, affecting or related to this present Agreement.

69) Severability.

The invalidity of any provision of this Agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained.

70) Waiver of Agreement.

Failure by either party to insist upon the strict performance of any of the covenants, agreements, terms, provisions or conditions contained in this Agreement or to exercise any election shall not be construed as a waiver or relinquishment of such covenant, agreement, term, provision or condition but the same shall continue and remain in full force. No waiver shall be deemed to have been made unless expressed in writing.

71) Amendment or Modification.

This Agreement shall be reviewed on an annual basis by the parties before December 31st of each year, when the annual audit is reviewed. If there are any suggested changes that the parties do not agree with, the matter shall be decided according to the provisions of the Dispute Resolution provisions in paragraph 61. All changes shall be in writing signed by the parties or, if there is no agreement, based upon the arbitrator's decision.

72) Notice.

Any notice, designation, communication, request, demand or other document, required or permitted to be given or sent or delivered hereunder to any party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is: (i) delivered personally to an officer or director of such party; (ii) sent to the party entitled to receive it by registered mail, postage prepaid, mailed in Province of Ontario; or (iii) sent by facsimile.

Notices shall be sent to the following addresses or facsimile numbers

a) in the case of the City:

The Corporation of the City of Clarence-Rockland
1560 Laurier Street
Rockland, Ontario
K4K 1P7
Attention: Clerk

b) in the case of the Academy:

8720 County Road 17
Rockland Ontario
K4K 1T2

Attention: Robert Bourdeau

or to such other address or facsimile number as the party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this section, have communicated to the party giving or sending or

delivering such notice, designation, communication, request, demand or other document.

Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall: (i) if delivered personally as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery; (ii) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received (but not actually received) on the fourth business day following the date of mailing, unless at any time between the date of mailing and the fourth business day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mail, allowing for such discontinuance or interruption of regular postal service; and (iii) if sent by facsimile, be deemed to have been given, sent, delivered and received on the date the sender receives the telecopy answer back confirming receipt by the recipient.

73) Relationship of Parties

The City and the Academy intend that:

- a) The City and Academy shall not be treated as partners or as members of a joint venture for any purpose;
- b) The Academy shall be treated as an independent contractor of the City. The Academy shall be responsible at all times, including following termination of this Agreement, for all costs associated with its employees, including wages and salaries, benefits Workers' Compensation and unemployment compensation, any associates tax liabilities.

74) Binding.

The parties hereto acknowledge that it is their intention that upon their execution and delivery, this Agreement shall be binding and have full legal effect in accordance with their terms, but subject to the conditions set out herein.

75) Assignment.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Agreement shall not be assigned in whole or in part by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld and any attempt to assign this Agreement in whole or in part without such prior written consent is void.

76) Future assurances.

Each of the parties hereto covenants and agrees that their successors and permitted assigns will sign such further agreements, assurances, papers and documents, attend such meetings and generally do and perform or cause to be done and perform such further and other acts and things that may be necessary or desirable from time to time in order to give full effect to this Agreement and every part hereof.

77) Force Majeure.

- a) Without limiting or restricting the applicability of the law governing frustration of contracts, if any party herein is delayed or hindered in or prevented from the performance of its obligations hereunder or from compliance with any of its covenants hereunder by *force majeure*, then the performance of the act or obligation or compliance with a covenant of such party will be excused for the period of such delay and the period for the performance of the act or obligation or compliance with the covenant will be deemed extended for an equivalent period.

- b) For the purposes of this section, a force majeure shall include any act or event of force majeure or other matter beyond its control, including but not limited to an act of God, inability to procure material, failure of power or any other utility, terrorism, riot, insurrection, war, strike, lock-out, government security measure affecting the Municipality, labour trouble or interruption (no obligation shall be imposed upon any party to settle or resolve any strike, lock-out, labour trouble or interruption) (referred to herein as "Force Majeure"), such failure shall not be deemed to be a breach of the obligations of such party to this Agreement, and the time for the performance of such obligations shall be extended as may be appropriate under the circumstances

78) **Compliance with Laws.**

The parties shall properly execute and comply with all statutes, rules, orders, ordinances and regulations of all governmental authorities, at all levels including municipal requirements, in the operation of the City Facilities.

79) **Governing Law.**

In all respects this Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the Courts of such province shall have jurisdiction to entertain any action arising in connection therewith.

80) **Time.**

Unless otherwise specified, time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the parties have hereunto entered into and executed this Agreement by their duly authorized representatives, as of the date first above written.

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

Per: _____
Guy Desjardins, Mayor

Per: _____
Monique Ouellet, Clerk

We have authority to bind the Corporation

ACADEMIE CIH/CIH ACADEMY

Per: _____
Name:
Title

I have authority to bind the Corporation

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NUMBER 2019-112

BEING A BY-LAW TO AUTHORIZE THE BORROWING OF SUMS FROM TIME TO TIME TO MEET CURRENT EXPENDITURES DURING THE FISCAL YEAR ENDING DECEMBER 31ST, 2020.

WHEREAS paragraph 407 (1) of the *Municipal Act, 2001*, provides authority, by by-law, for a council to borrow from time to time, by way of promissory note or banker's acceptance, such sums as the council considers necessary to meet, until taxes are collected and other revenues received, the current expenditures of the Corporation for the year; and

AND WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Corporation, except with the approval of the Municipal Board, is limited by paragraphs 407 (2) and (3) of the *Municipal Act, 2001*;

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

1. The head of Council and the Treasurer are hereby authorized to borrow from time to time by way of promissory note or banker's acceptance during the year 2017 (hereinafter referred to as the current year) such sums as may be necessary to meet, until the taxes are collected and other revenues received, the current expenditures of the Corporation and the other amounts that are set out in subsection 407 (1) of the *Municipal Act, 2001*.
2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be National Bank of Canada and such other lender(s) as may be determined from time to time by resolution of council.
3. The total amount which may be borrowed at any one time under this by-law, together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1st to September 30th of the current year, 50 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year and from October 1st to December 31st of the current year, 25 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year.
4. Until the budget is adopted in a year, the limits upon borrowing under section 407 (2) of the *Municipal Act, 2001* shall temporarily be calculated using the estimated revenues of the municipality set out in the budget adopted for the previous year.

5. The treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, (a certified copy of the resolution mentioned in section 2 determining the lender) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 (1) of the Municipal Act, 2001 that have not been repaid.
6.
 - a) If the estimates for the current year have not been adopted at the time an amount is borrowed under this by-law, the limitation on total borrowing, as set out in section 3 of this by-law, shall be calculated for the time being upon the estimated revenues of the Corporation as set forth in the estimates adopted for the previous year.
 - b) If the estimates for the current year have not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 5 shall show the nature and amount of the estimated revenues of the Corporation as set forth in the estimates adopted for the current preceding year and the nature and amount of the revenues received for and on account of the current year.
7. All or any sums borrowed under this by-law shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for any preceding years as and when such revenues are received; provided that such charge does not defeat or affect and is subject to any prior charge then subsisting in favor of any other lender.
8. The treasurer is hereby authorized and directed to apply in payment of all or any sums borrowed under this by-law, together with interest thereon, all or any of the monies hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and preceding years or from any other source, which may lawfully be applied for such purpose.
9. Promissory Notes or banker's acceptances made under section 1 shall be signed by the treasurer and the head of council or by such other person as is authorized by by-law to sign it.

**READ A FIRST AND SECOND TIME AND PASSED IN OPEN COUNCIL
THIS 2nd DAY OF DECEMBER 2019.**

Guy Desjardins, Mayor

Monique Ouellet, Clerk



RAPPORT N° FIN2019-033

Date	21/10/2019
Soumis par	Frédéric Desnoyers
Objet	2020 Borrowing By-Law
# du dossier	N/A

1) **NATURE / OBJECTIF :**

Pour autoriser le trésorier à emprunter les sommes pour rencontrer les dépenses courantes en 2020.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

Tel que prescrit par la loi sur les municipalités

3) **RECOMMANDATION DU SERVICE:**

QU'IL SOIT RÉSOLU QUE le conseil municipal adopte le règlement no. 2019-XX, étant un règlement pour autoriser l'emprunt des sommes d'argent nécessaires pour rencontrer les dépenses courantes en 2020, tel que recommandé au rapport FIN2019-033.

BE IT RESOLVED THAT Municipal Council adopts By-law No. 2019-XX, being a by-law to authorize the borrowing of money to meet the current expenditures during 2020, as recommended in report FIN2019-033

4) **HISTORIQUE :**

Chaque année le/la trésorier/ière demande au Conseil municipal d'approuver un règlement d'emprunt pour les dépenses courantes de l'année 2020. La formule autorisée se retrouve à la section 407 (1) et (2) de la loi sur les municipalités de l'Ontario.

5) **DISCUSSION :**

La section 407 (1) permet à la municipalité d'emprunter à court terme une somme d'argent afin de couvrir les dépenses courantes pour l'exercice, en attendant que les impôts et autres recettes soient perçus.

La section 407 (2) établit le plafond à 50% des recettes estimatives totales du 1er janvier au 30 septembre de l'année en cours, et de 25% des recettes estimatives totales du 1er octobre au 31 décembre.

Chaque année, les revenus et dépenses augmentent ainsi le calcul serait affecté positivement.

Les recettes totales au budget 2020 dépasse 40 millions de dollars.

Cité de Clarence-Rockland

Budget 2020-Revenus

Fonds Général		
Opération	11 435 987 \$	
Taxes	21 600 061 \$	33 036 048 \$
Fonds d'eau		
Taux Fixe	1 269 858 \$	
Opérations	2 133 781 \$	3 403 639 \$
Fonds des égouts		
Taux Fixe	914 275 \$	
Opérations	1 566 935 \$	2 481 210 \$
Gestion des déchets		
Opérations	2 904 400 \$	2 904 400 \$
Total		41 825 297 \$

Selon le budget 2020, la marge de crédit permise entre le 1^{er} janvier et le 30 septembre se chiffre à 20 912 648 \$ et de 10 456 324 \$ entre le 1^{er} octobre et le 31 décembre de l'année en cours.

6) **CONSULTATION :**

N/A

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

N/A

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

Il n'y a pas d'impact financier direct relié à l'acceptation de ce rapport.

9) **IMPLICATIONS LÉGALES :**

N/A

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

N/A

11) **IMPLICATIONS STRATÉGIQUES :**

N/A

12) **DOCUMENTS D'APPUI:**

2019-XX : Règlement autorisant l'emprunt des sommes d'argent nécessaires pour rencontrer les dépenses courantes en 2020

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
BY-LAW 2019-113**

BEING A BY-LAW OF THE CITY OF CLARENCE-ROCKLAND TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE CITY OF CLARENCE-ROCKLAND AT ITS REGULAR MEETING HELD ON DECEMBER 2, 2019.

WHEREAS Sub-section 5(1) of the Municipal Act, 2001, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS Sub-section 5(3) of the said Municipal Act provides that the powers of every council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the City of Clarence-Rockland at this meeting be confirmed and adopted by By-law;

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

1. **THE** action of the Council of the City of Clarence-Rockland in respect of each recommendation contained in any reports of committees and of local boards and commissions and each motion and resolution passed and other action taken by the Council of the City of Clarence-Rockland at this meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
2. **THE** Mayor and the appropriate officials of the City of Clarence-Rockland are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the City of Clarence-Rockland referred to in the proceeding section.
3. **THE** Mayor and the Clerk, are authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the City of Clarence-Rockland.

READ, PASSED AND ADOPTED IN OPEN COUNCIL THIS 2ND DAY OF DECEMBER, 2019.

Guy Desjardins, Mayor

Monique Ouellet, Clerk