



CORPORATION OF THE CITY OF  
CLARENCE-ROCKLAND  
SPECIAL MEETING

June 29, 2020, 7:00 pm  
Teleconference

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Pages

**1. Opening of the meeting**

PLEASE BE ADVISED THAT COUNCIL MEMBERS WILL BE ATTENDING THIS MEETING ELECTRONICALLY VIA TELECONFERENCE DUE TO THE COVID-19 PANDEMIC SITUATION.

This meeting will be made accessible to the public via Facebook Live ONLY on the City of Clarence-Rockland page:  
<https://www.facebook.com/clarencerockland/>

**2. Adoption of the agenda**

**3. Disclosure of pecuniary interests**

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**4. Hiring of a Municipal Law Enforcement Officer for the City of Clarence-Rockland**

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**5. Outside Temporary Patios**  
Report to follow

**6. By-Laws**

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**6.2 2020-60 - Nomination of a Municipal Law Enforcement Officer for the City of Clarence-Rockland**

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**6.3 2020-61 - to appoint Pierre Voisine as Director of Protective Services / Fire Chief for the City of Clarence-Rockland**

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10.	Adjournment	



CORPORATION DE LA CITÉ DE  
CLARENCE-ROCKLAND  
RÉUNION SPÉCIALE

le 29 juin 2020, 19 h 00  
Téléconférence

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	Pages
<b>1. Ouverture de la réunion</b>	
VEUILLEZ ÊTRE AVISÉS QUE LES MEMBRES DU CONSEIL PARTICIPERONT À CETTE RENCONTRE VIA TÉLÉCONFÉRENCE VU LA SITUATION DE PANDÉMIE COVID-19.	
Cette réunion sera accessible au public par Facebook Live SEULEMENT à partir de la page de la Cité de Clarence-Rockland: <a href="https://www.facebook.com/clarencerockland/">https://www.facebook.com/clarencerockland/</a>	
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6.5	2020-63 - pour nommer Pierre Voisine à titre de coordonnateur communautaire de la gestion des urgences (CEMC) pour la Cité de Clarence-Rockland	45
7.	Règlement de confirmation	47
8.	Réunion à huis clos	
8.1	Attestation de chaque membre qui participe via téléconférence	
8.2	Adoption du procès-verbal de la réunion à huis clos du 15 juin 2020	
8.3	Aréna de Clarence-Rockland	
9.	Résolution pour ajourner le huis clos	
10.	Ajournement	



## Declaration of pecuniary interest Déclaration d'intérêt pécuniaire

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

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


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


Name (print)	Signature	Date

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

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

### DUTY OF MEMBER

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

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

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

#### Where member to leave closed meeting

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

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

### OBLIGATIONS DU MEMBRE

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

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

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

#### Exclusion de la réunion à huis clos

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



## REPORT N° PRO2020-011

<b>Date</b>	29/06/2020
<b>Submitted by</b>	Yves Roy
<b>Subject</b>	PRO2020-011      Municipal      Law Enforcement Officer appointment
<b>File N°</b>	H03 ENF

### 1) **NATURE/GOAL :**

To recommend the appointment of Benoit Boivin as a Municipal Law Enforcement Officer for the City of Clarence-Rockland.

Pour recommander la nomination de Benoit Boivin à titre d'agent municipal chargé de l'application de la loi à la Cité de Clarence-Rockland.

### 2) **DIRECTIVE/PREVIOUS POLICY :**

The Police Services Act allows for Municipal Council's to appoint person (s) to be Municipal Law Enforcement Officers for the purpose of enforcing municipal by-laws.

La loi sur les services de police autorise les membres du conseil municipal à désigner des personnes chargées de l'application des lois afin de faire respecter les règlements municipaux.

### 3) **DEPARTMENT'S RECOMMENDATION :**

**QU'IL SOIT RÉSOLU** que le conseil municipal accepte l'embauche de M. Benoit Boivin, effectif le 29 juin 2020, à titre d'agent à l'application des lois municipales à temps plein temporaire; et

**QU'IL SOIT ÉGALEMENT RÉSOLU** que le salaire de M. Boivin soit établi au niveau 2 de la Classe 2 (Cols Bleus) de la grille salariale en vigueur des employés syndiqués, tel que recommandé.

**QU'IL SOIT ÉGALEMENT RÉSOLU** que le conseil adopte le règlement no. 2020-60, visant à nommer Benoit Boivin à titre d'agent d'application de la loi à la municipalité de la Cité de Clarence-Rockland

**BE IT RESOLVED** that Municipal Council hereby accepts the hiring of Mr. Benoit Boivin, effective June 29, 2020, as a temporary full-time By-law officer and;

**BE IT ALSO RESOLVED** that Mr. Benoit Boivin's, salary is established at Level 2, Class 2 (Blue Collar), of the current unionized employee's

salary grid, as recommended.

4) **BACKGROUND :**

With the vacancy in the Enforcement Division, it is causing strain on the other full-time officers to meet the workload presented by the department. The Department has proceeded with filling this vacancy with a temporary full-time officer.

Avec le poste vacant à la division réglementation, cela pèse sur les autres agents à plein temps pour qu'ils puissent s'acquitter de la charge de travail présentée par le département. Le département a procédé à la dotation de ce poste avec un agent temporaire.

5) **DISCUSSION :**

Following the publication of the internal job offer, 1 application was received and retained. The candidate was interviewed in March 2020 by the selection committee made up of the Protection Services Manager and the Human Resources Business Partner. Mr. Benoit Boivin demonstrated to the selection committee that he has the skills necessary to properly fill the temporary full-time position of municipal law enforcement officer for the protection service. The protection service, supported by the selection committee, recommends that Mr. Benoit Boivin be hired for a temporary full-time position as a municipal law enforcement officer. A salary equivalent to level 2 of class 2 (Blue Collars) of unionized employees, namely \$ 25.22 / hour, was offered to him, subject to the approval of the board.

Suite à la publication de l'offre d'emploi à l'interne, 1 candidature a été reçue et retenue. Le candidat a été interviewé au mois de mars 2020 par le comité de sélection composé du Gestionnaire des services de la protection et de la partenaire d'affaires des ressources humaines. M. Benoit Boivin a su démontrer au comité de sélection qu'il a les compétences nécessaires pour bien remplir le poste temporaire temps plein d'agent à l'application des lois municipales pour le service de la protection.

Le service de la protection, appuyé par le comité de sélection recommande que M. Benoit Boivin soit embauché pour un poste temps plein temporaire comme agent à l'application des lois municipales. Un salaire équivalent au niveau 2 de la classe 2 (Cols Bleus) des employés syndiqués, soit 25,22\$/heure lui a été offert, sujet à l'approbation du conseil.

6) **CONSULTATION:**

N/A

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

None

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

This position is being funded through the vacancy and there is no financial impact projected.

Ce poste est financé par le poste vacant et aucun impact financier n'est prévu.

9) **LEGAL IMPLICATIONS :**

None

10) **RISK MANAGEMENT :**

None

11) **STRATEGIC IMPLICATIONS :**

**None**

12) **SUPPORTING DOCUMENTS:**

- By-law No. 2020-60 – appointment By-law
- Salary scale – blue collars
- Job description
- Municipal Law Enforcement Officer posting



**ANNEXE « A » ÉCHELLE SALARIALE – “COLS BLEUS”**

<b>“Cols Bleus” Groupe/Classe et Titre</b>		<b>1er janv,</b>	<b>Niveau 1</b>	<b>Niveau 2</b>	<b>Niveau 3</b>	<b>Niveau 4</b>
Classe 1	♦ Opérateur mécanicien	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 \$
		2017	21,934 \$	23,940 \$	25,957 \$	27,987 \$
Classe 2	♦ Officier de la réglementation ♦ Opérateur/travaillant ♦ Aide mécanicien ♦ Agent d'évaluation de l'état des installations	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 \$
		2017	20,936 \$	21,730 \$	22,535 \$	23,407 \$
Classe 3	♦ Opérateur journalier du Service d'infrastructures et ingénierie ♦ Opérateur journalier des Services communautaires ♦ Commis externe ♦ Opérateur journalier du Service de l'environnement	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 \$
		2017	18,409 \$	19,123 \$	19,894 \$	20,676 \$
Classe 4	♦ Concierge	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 \$
		2017	16,409 \$	17,123 \$	17,894 \$	18,676 \$



<p align="center"><b>OFFRES D'EMPLOI</b>  <b>SERVICE DE LA RÉGLEMENTATION</b>  <b>AGENT(E) À L'APPLICATION DE LA RÉGLEMENTATION</b>  <b>Poste à plein temps - 40 heures/semaine</b>  <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"><b>EMPLOYMENT OFFER</b>  <b>ENFORCEMENT DIVISION</b>  <b>MUNICIPAL LAW ENFORCEMENT OFFICER</b>  <b>Full time - 40 hours per week</b>  <i>Only employee members of the Canadian Union of Public Employees, Local 503 will be able to apply for this position</i></p>
<p><b>ENDROIT:</b> La Cité de Clarence-Rockland</p> <p>La Cité de Clarence-Rockland est à la recherche d'un agent(e) à l'application de la réglementation pour combler un poste à plein temps à 40 heures/semaine.</p> <p><b>EXIGENCES :</b></p> <ul style="list-style-type: none"> <li>• Doit être bilingue (français et anglais, parlé et écrit);</li> <li>• Un minimum de deux (2) ans d'expérience dans un domaine relatif serait un atout;</li> <li>• Doit détenir au minimum un diplôme d'études collégiales dans le domaine de la sécurité publique;</li> <li>• Doit posséder et maintenir un permis de conduire de l'Ontario valide sans restriction (minimum classe « G »);</li> <li>• Connaissances des logiciels Word, Excel, Outlook et autres;</li> <li>• Doit avoir d'excellentes habiletés en communication et relations publiques;</li> <li>• Doit être disponible à travailler le jour, le soir, les fins de semaine ou pendant la nuit;</li> <li>• Une vérification du casier judiciaire 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.</li> </ul> <p><b>Salaire:</b> 23,11\$ à 29,48\$/heure</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><b>LOCATION:</b> City of Clarence-Rockland</p> <p>The City of Clarence-Rockland requires the services of a Municipal Law Enforcement Officer to fill a 40 hours per week full time position.</p> <p><b>REQUIREMENTS:</b></p> <ul style="list-style-type: none"> <li>• Must be bilingual (French and English, spoken and written);</li> <li>• A minimum of two (2) years' experience in a related field would be an asset;</li> <li>• Must hold at least a college diploma in the field of public security;</li> <li>• Must possess and maintain a valid unrestricted Ontario Driver's License (minimum class "G");</li> <li>• Knowledge of Word, Excel, Outlook and others;</li> <li>• Must have excellent communication skills and public relations;</li> <li>• Must be available to work during the day, evening, weekends or night shifts;</li> <li>• A criminal record check must be provided upon hiring only (must be dated less than three months prior to the requested date) and is a condition of employment.</li> </ul> <p><b>Salary:</b> \$23.11 to \$29.48/hour</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><b>Les personnes intéressées doivent faire parvenir leur curriculum vitae portant la mention « Offre d'emploi, poste d'agent(e) à l'application de la réglementation, poste à plein temps » avant 16h, le 11 juin 2020 à :</b></p> <p align="center"><b>Chantal Vachon</b>  <b>Ressources humaines</b>  <b>1560, rue Laurier</b>  <b>Rockland, ON K4K 1P7</b>  <b>hr@clarence-rockland.com</b></p>	<p><b>Interested candidates are requested to submit their résumé marked "Employment offer, Municipal Law Enforcement Officer, Full time position" before 4:00 p.m., June 11, 2020 to:</b></p> <p align="center"><b>Chantal Vachon</b>  <b>Human Resources</b>  <b>1560 Laurier Street</b>  <b>Rockland, ON K4K 1P7</b>  <b>hr@clarence-rockland.com</b></p>



## **DESCRIPTION D'EMPLOI**



### **Section I**

<b>Identification du poste</b>	
<b>Titre de l'emploi :</b>	Agent(e) à l'application des lois municipales
<b>Service :</b>	Service de la Protection
<b>Nom du supérieur immédiat :</b>	
<b>Titre du supérieur immédiat :</b>	Gestionnaire Règlementation
<b>Date :</b>	Le 19 avril 2016

### **Section II**

#### **Description sommaire du poste (raison d'être)**

Relevant de la direction du Service de la protection, l'officier de la réglementation doit appliquer les règlements municipaux, effectuer des inspections des propriétés en contravention, interroger des témoins et contrevenant, prendre des notes précises et recueillir des preuves pertinentes durant les enquêtes, rédiger des rapports d'infractions qui détaillent les faits-saillants et toutes actions entreprises, préparer des lettres, avis et des ordonnances et assurer des suivis dans le but d'obtenir la conformité.

Le titulaire doit également agir à titre de représentant pour la Corporation et promouvoir de bonnes relations publiques et informer le public des normes, politiques et des règlements municipaux en matière de la réglementation

### **Section III**

#### **Principales tâches et responsabilités**

1. Assurer les suivis sur des enquêtes relatifs aux animaux errants, animaux bruyant, animaux qui ont attaqués des gens ou autres animaux et prendre toutes actions nécessaires.
2. Assurer des suivis immédiats sur les enquêtes de morsures d'animaux, cas de rage avec les vétérinaires locaux, service d'unité santé et la police locale.
3. Préparer et émettre des certificats d'infraction de stationnement au contrevenant toute en assurant que l'information est juste et précis et enregistrer le tout avec la cour de justice appropriée.
4. Préparer et émettre des certificats d'infraction provinciale, dénonciation incluant subpoenas sous la loi des infractions provinciales aux contrevenants ou témoins tout en s'assurant que l'information est juste et précise.
5. Assermenter toutes dénonciations où affidavits devant un juge de paix et enregistrer le tout avec la cour de justice appropriée
6. Maintenir un suivi des certificats d'infractions de stationnement non-payées
7. Assister aux audiences de la cour à titre de témoin pour la Corporation

8. Maintenir les dossiers sur les plaintes et enquêtes dans un système de classement
9. Représenter la Corporation à la cour sous la juridiction de la division, suivre les procédures et protocole de la cour.
10. Peut-être requis d'assister aux réunions du conseil et des comités
11. Maintenir un suivi des certificats d'infractions de stationnement non-payées
12. Saisir des animaux errants, sans abris et blessés
13. Effectue toutes autres tâches jugées appropriées dans ses fonctions

#### Section IV

##### Exigences du poste

- **Formation requise :** Détient un certificat collégiale ou diplôme en loi et sécurité ou certificat "Municipal Law Enforcement Training Course"
- **Association professionnelle, s'il y a lieu :** Être un membre en règle de M.L.E.O.A

**Expérience requise :** un minimum de trois années d'expérience pratique dans le domaine serait un atout

- **Habiletés et compétence requises :**

- I. Excellente aptitude de communication et de relation publique
- II. Connaissance des politiques et procédures internes de la Corporation
- III. Doit avoir des bonnes connaissances des logiciels Microsoft Word, Excel, Outlook, PowerPoint
- IV. Capacité de travailler sans surveillance et en équipe
- V. Doit être bilingue (français et anglais. Parlé et écrit)
- VI. Excellentes aptitudes organisationnelles et de gestion du temps dans le but d'établir les priorités et de respecter les délais prescrits
- VII. Nécessite des aptitudes physiques adéquates pour effectuer le contrôle des animaux et manier les l'équipement
- VIII. Connaissance des comportements des animaux dans le but de prévenir des blessures
- IX. Possède un permis de conduire

#### Section V

##### Caractéristiques/Conditions particulières de l'emploi

- I. Être disponible sur appels en dehors de l'horaire de travail régulier incluant les fins de semaines
- II. Être disponible à travailler lors des événements spéciaux, soit en soirée ou les fins de semaines
- III. Le travail s'effectue à la fois dans un environnement de bureau ainsi que sur la route

## Section VI

### Enjeux/Défis

1. Garde son calme ainsi que son professionnalisme lors de conversations tendues
2. Respect des échéances de travail dans un environnement changeant où le rythme est rapide
3. Être capable de répondre au public dans un temps raisonnable

## Section VII

### Gestion de personnel

**Nombre d'employés coordonnés/supervisés directement et indirectement (temps plein) :** n/a  
**Nombre d'employés coordonnés/supervisés directement et indirectement (temps partiel) :** n/a  
**Type d'employés coordonnés/supervisés :** n/a  
**Budget d'opérations :** n/a

## Section VIII

Processus d'approbation	Nom	Titre	Date
Description rédigée par :	Chantal Vachon	Agente, Ressources humaine	19 avril 2016
Description révisée par :	Pierre Sabourin	Directeur du service de la protection et Chef pompier	4 mai 2016
Description approuvée par :	Helen Collier	Directrice Générale	



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

**BY-LAW 2020-58**

**BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO ENTER INTO AN AGREEMENT WITH CALL2RECYCLE CANADA INC FOR THE PROVISION OF RECYCLING SERVICES**

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

**WHEREAS** the Corporation of the City of Clarence-Rockland intends to sign an agreement with Call2Recycle Canada Inc for the provision of recycling services for single use and rechargeable batteries;

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

1. **THAT** Municipal Council authorizes the Director of Infrastructure and Planning to sign an agreement with Call2Recycle Canada Inc for the provision of recycling services for single use and rechargeable batteries;
2. **THAT** the agreement be in the form hereto annexed and marked as Schedule "A" to this by-law;
3. **THAT** this by-law shall come into force on the day of its adoption and shall remain in force until it is repealed.

**READ, PASSED AND ADOPTED BY COUNCIL THIS 29<sup>TH</sup> DAY OF JUNE, 2020.**

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Guy Desjardins, Mayor

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Monique Ouellet, Clerk



## USED CONSUMER-TYPE PORTABLE BATTERY RECYCLING AGREEMENT

**THIS AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Commencement Date**”).

### **B E T W E E N:**

**CALL2RECYCLE CANADA, INC.**  
(hereinafter referred to as “**Call2Recycle**”)

- and -

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

(hereinafter referred to as the “**Local Government**”)

(hereinafter referred to as the “**Parties**” or singularly as a “**Party**”)

### **WHEREAS:**

- A. Call2Recycle is a not-for-profit, stewardship organization which carries on business nationally, collecting, transporting, and recycling consumer batteries;
- B. Call2Recycle operates a stewardship plan in the Province of Ontario (the “**Province**”) (such stewardship plan, as may be amended from time to time, being the “**Plan**”), and
- B. The Local Government collects Collected Materials (as defined below) for recycling and wishes to provide them in bulk to Call2Recycle for further handling.

**NOW THEREFORE** in consideration of the promises and mutual agreements contained herein and subject to the terms and conditions hereinafter set forth, the Parties covenant and agree as follows:

### **1.0. Definitions and Interpretation**

1.1 In this Agreement:

- (a) “**Agreement**” means this Agreement and includes all schedules and amendments hereto;

- (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of the Province has elected to be closed for business;
- (c) **“Collected Materials”** means any Used Consumer-Type Portable Battery, and/or Used Cellphone provided under this Agreement and includes materials collected by the Local Government via depot collections, curbside collections and event days, among other methods;
- (d) **“Designated Facility”** means an approved Call2Recycle sorting facility;
- (e) **“Non-Conforming Battery(ies)”** means any Used Consumer-Type Portable Battery that: (i) weighs in excess of five (5) kilograms (eleven (11) pounds); or (ii) is not identifiable by Call2Recycle, in its sole discretion, as a battery or such battery’s chemistry is not identifiable, or (iii) is not intact, defective or otherwise damaged; or (iv) is corroded, or otherwise has been exposed to the elements; or (v) is considered non-confirming pursuant to the Plan; or (vi) is an Other Covered Battery, or (vii) has been recalled by the manufacturer or other distributor; or (viii) is otherwise deemed not safely recyclable or handled in accordance with standard protocols and procedures as determined by Call2Recycle in its sole discretion”;
- (f) **“Non-Conforming Materials”** means any liquids, refuse, litter, junk, trash, garbage, needles, medication, or any other materials deemed by Call2Recycle to be non-conforming materials;
- (g) **“Non-Conforming Shipment”** means any Shipment(s) made by the Local Government where any container included in that Shipment: (i) contains more than five (5%) percent by weight of materials that are Non-Conforming Materials; (ii) contains more than five (5%) percent by weight of materials that are Non-Conforming Batteries; or (iii) contains any amount of MHSW (other than hazardous waste comprising any eligible Used Consumer-Type Portable Battery), which is subject to any applicable laws or regulations in the Province, or any province where a Designated Facility may be located from time to time;
- (h) **“MHSW”** means municipal hazardous or special waste;
- (i) **“Other Covered Battery(ies)”** means batteries that are sold in or packaged with electric or electronic devices or equipment that are covered under any stewardship plan or extended producer responsibility plan, other than the Plan;
- (j) **“Regulation”** means the applicable recycling act or regulation as is in effect in the Province, as amended, including, but not limited to Ontario Regulation 30/20 under the *Resource Recovery and Circular Economy Act, 2016* (Ontario);

- (k) “**Service Provider**” means a third party that provides services to the Local Government in relation to MHSW;
- (l) “**Shipment**” means any conforming shipment of eligible Used Consumer-Type Batteries that are shipped by the Local Government to a Designated Facility;
- (m) “**Used Consumer-Type Portable Battery**” means a used battery or battery pack not considered to be a Non-Confirming Battery, including dry cell rechargeable and primary batteries weighing less than five (5) kilograms (eleven (11) pounds), that are sold for replacement purposes for use in electronic or electrical devices not as sold without batteries, containing no liquid electrolyte, and employing one of nickel cadmium, nickel metal hydride, lithium ion, nickel zinc, sealed lead, alkaline-manganese, zinc-carbon, zinc-air, silver oxide and/or and lithium; and

1.2 The Parties acknowledge that the recitals to this Agreement are true and correct.

## **2.0. Term of Agreement, Amendment and Assignment**

- 2.1 The term of this Agreement shall commence as of the Commencement Date and shall remain in effect for one year from date of signing, unless terminated in accordance with this Agreement or upon the termination of the Plan, in which case this Agreement shall automatically terminate. This Agreement shall automatically renew thereafter for subsequent one year terms, unless either Party notifies the other at least ninety (90) days in advance of any renewal term commencement date that the Agreement shall not be renewed.
- 2.2 If, in the reasonable opinion of either Party, there has been a breach of this Agreement by the other Party (the “**Defaulting Party**”), the non-Defaulting Party may give the Defaulting Party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated.
- 2.3 Unless agreed to in writing by the Parties, or as otherwise provided for in this Agreement, this Agreement may not be amended, provided that in the event of any changes to the Plan, Call2Recycle may unilaterally amend this Agreement as may be necessary to comply with the Plan.
- 2.4 Neither Party shall subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

## **3.0. Shipments of Collected Materials**

- 3.1 Unless otherwise designated by Call2Recycle, the Local Government shall ship all Collected Materials to the Designated Facility in open top UN rated steel drums (1A) with a plastic liner and an open head and lever lock ring lid (“**Steel Drums**”), UN rated polyethylene drums (1H) with an open head and level lock ring lid (“**Polyethylene Drums**”), or any other Call2Recycle certified and/or approved box, receptacle, or containers, which may be

designated and/or changed from time to time (collectively, “**Approved Containers**”). All Steel Drums and/or Polyethylene Drums must be completely full and must be sealed with their corresponding lever locking ring lid, prior to any Shipment to a Designated Facility. Approved Containers may be placed on a pallet and should be properly secured with shrink wrap prior to any Shipment to a Designated Facility. All lithium, lithium ion, button cells, or lead acid batteries placed in any Steel Drums, Polyethylene Drums or Approved Containers shall be terminally protected by either placing each such battery in an individual plastic bag, or have their terminals securely covered with tape to prevent any possible short circuits. Packaging of any Used Consumer-Type Portable Batteries may not under any circumstance contain any Non-Conforming Batteries, Other Covered Batteries, or other Non-Conforming Material. All Steel Drums, Polyethylene Drums and Approved Containers used for Shipment must be provided or otherwise approved by Call2Recycle and properly secured by the Local Government prior to Shipment.

- 3.2 The Local Government shall ship all Used Consumer-Type Portable Batteries collected to Call2Recycle only. In order to participate in this reimbursement program, the Local Government cannot ship Used Consumer-Type Portable Batteries to another service provider, program, or entity. All Shipments to the Designated Facility by the Local Government shall use a Call2Recycle designated freight provider and shall comply with the shipping instructions to be provided to the Local Government prior to its first Shipment. Call2Recycle shall notify the Local Government of its list of designated freight providers on or before the Commencement Date.
- 3.3 If Call2Recycle or a Designated Facility determines within thirty (30) days after receipt of a Shipment from or on behalf of the Local Government that such Shipment is a Non-Conforming Shipment, Call2Recycle or its Designated Facility shall (i) arrange with the Local Government for the satisfactory disposition of the materials that are not Used Consumer-Type Portable Batteries, on mutually agreeable terms and conditions, or (ii) reject and return Non-Conforming Materials to the Local Government without further obligation. In either event, Call2Recycle shall invoice the Local Government for out of pocket costs and expenses of receiving and handling any Non-Conforming Materials in a Non-Conforming Shipment, and such invoice shall be paid by the Local Government within thirty (30) days of the date of issuance.
- 3.4 All Local Government collection sites, whether fixed or temporary, may accept up to 15 kilograms of Used Consumer-Type Portable Batteries per day from any one person. If any Local Government collection site accepts more than 15 kilograms of Used Consumer-Type Portable Batteries per day from any one person, the Local Government shall ensure that certain information be collected from such a person, including: the person’s name, contact information and the total weight of Used Consumer-Type Portable Batteries accepted.

#### 4.0. Financial Arrangements

4.1 For each Shipment of Collected Materials that is shipped by the Local Government to the Designated Facility:

(a) Call2Recycle shall pay Local Government:

- (i) a fee of \$0.55 per kilogram for Used Consumer-Type Portable Batteries or any other eligible battery under the Regulation which are collected by Local Government through bulk depot collections (“**Depot Collections**”), to cover the cost of materials required for Shipments, including: supplies, materials, and handling of Approved Containers; and
- (ii) a fee of \$1.20 per kilogram for Used Consumer-Type Portable Batteries, or any other eligible battery under the Regulation which are collected by Local Government through any household hazardous waste event day performed by a contracted third party (“**HHWE Collections**”), to cover costs associated with running such events, including: supplies, materials, and handling of Approved Containers;

(b) Call2Recycle shall directly compensate the Local Government’s designated freight provider(s) for Shipment of bulk depot collections to the Designated Facility, provided that designated freight provider is approved by Call2Recycle, as set out in Subsection 3.2 herein.

4.2 For Collected Materials from Depot Collections, Local Government will receive a payment summary along with payment on a monthly basis within sixty (60) days following receipt and sorting of Collected Materials, and according to Call2Recycle payment terms. The Local Government is not required to submit an invoice to receive payment for Collected Materials from Depot Collections. Prior to payment, Call2Recycle may also take steps to verify that the Collected Materials shipped by the Local Government were received at the Designated Facility. The Local Government shall provide Call2Recycle, or such other parties as Call2Recycle shall direct, with all the necessary information as may be reasonably required by Call2Recycle or its designee(s) to verify any claim by the Local Government for reimbursement of expenses pursuant to this Agreement.

4.3 For Collected Materials from HHWE Collections, the Local Government must submit an invoice, including a bill of lading and/or any other applicable shipping documentation to Call2Recycle within thirty (30) days of any Shipment. Prior to payment, Call2Recycle may also take steps to verify that the Collected Materials shipped by the Local Government were received at the Designated Facility. The Local Government will receive a payment summary and payment for materials from HHWE Collections within (60) days following receipt of invoice, supporting documentation and receipt and sorting of Collected Materials. The Local Government shall provide Call2Recycle, or such other parties as Call2Recycle shall direct, with all the necessary information as may be reasonably required by Call2Recycle or its

designee(s) to verify any claim by the Local Government for reimbursement of expenses pursuant to this Agreement. HHWE Collections submitted without the necessary documentation will be compensated at the Depot Collections rate set out at Subsection 4.1(a)(i).

- 4.4 Local Government shall keep and preserve all applicable records and shipping documents for a period of not less than sixty (60) months following delivery of each applicable Shipment, as necessary to verify Shipments.

## **5.0. Regulatory and Compliance**

- 5.1 Authority. The Local Government hereby represents and warrants that it has the legal power and authority to enter into this Agreement, and that there are no outstanding contracts, commitments, or legal impediments which may limit, restrict or otherwise impair its ability to perform its obligations hereunder.
- 5.2 Title to products: The Local Government shall be the owner of all right, title, and interest in all Collected Materials from the time when the Local Government collects and/or accepts them until such point in time that title has been transferred, conveyed and assigned to any service provider or Designated Facility pursuant to a Shipment. At no time will Call2Recycle possess any right, title or interest in or to any Collected Materials unless possessed and handled directly by designated Call2Recycle employees, notwithstanding any Shipment made to a Designated Facility.
- 5.3 Regulatory compliance: In performing its obligations under this Agreement, the Local Government shall obtain all permits, licenses, authorizations and approvals required by applicable law and observe and comply with all applicable laws, including, if applicable in the Province, any certificates or approvals issued to the Local Government. The Local Government shall assist Call2Recycle, as required, in providing information and reports to satisfy regulatory and reporting requirements relating to the Plan. The Local Government shall take all reasonable steps to ensure any Service Providers meet the same requirements.
- 5.4 Site visits and audits: Upon reasonable notice, Call2Recycle or its agent shall have the right to enter upon any collection facility utilized by the Local Government for the purpose of conducting inspections or compliance audits. The Local Government shall take all reasonable steps to ensure that Call2Recycle has the same rights in respect of any Service Provider used by the Local Government. Call2Recycle or its agent shall be accompanied by a representative of the Local Government for any such visits or audits.

## **6.0. Indemnity and Insurance**

- 6.1 Indemnity: Each Party (the “Indemnifying Party”) hereby indemnifies and saves harmless the other Party (the “Indemnified Party”), its directors, officers, contractors, employees, and agents, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its

directors, officers, contractors, employees, and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any willful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.

- 6.2 Limitations of Liability. In no event will either party claim any exemplary, aggravated or punitive damages in connection with this Agreement, and under no circumstances will a party be liable to the other party for any indirect, special or consequential damages, compensation or loss of profits, anticipated revenue, savings or goodwill, or any other economic loss arising out of or in any way related to this Agreement, even if advised of the possibility thereof.
- 6.3 Insurance. The Local Government shall, during the term of the Agreement, self-insure, maintain at its expense, and/or require its Service Provider to maintain at either the Local Government's or Service Provider's expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. Unless the Local Government wholly self-insures, the Local Government shall deliver a copy of Certificate(s) of Insurance maintained by the Local Government or a Service Provider pursuant to this Agreement, upon the Commencement Date, and annually upon renewal of the Local Government or Service Provider's insurance, naming Call2Recycle as an additional insured. The Certificate(s) of Insurance, referred to in this section must also provide that the Local Government shall provide Call2Recycle with thirty (30) days advance written notice of cancellation, termination, non-renewal, or material change.

## **7.0. Assignment**

- 7.1 During the term of this Agreement, the Local Government hereby expressly covenants and agrees that it shall not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of Call2Recycle, which consent shall not unreasonably be withheld.
- 7.2 The Local Government hereby expressly acknowledges and agrees that Call2Recycle may subcontract or assign any of its rights or obligations under this Agreement or any part thereof to any Affiliated Company or successor, or otherwise in connection with the sale of all or substantially all of its assets.

## **8.0. Notices**

- 8.1 Any notice, request, demand or other instrument or communication herein provided, permitted or required to be given by either Call2Recycle or the Local Government shall be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available, or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to Call2Recycle shall be delivered to:

100 Sheppard Avenue East  
Suite 800  
Toronto, Ontario  
M2N 6N5  
**Attention: President**

Notices to the Local Government shall be delivered to:

1560 Laurier Street  
Rockland Ontario  
K4K 1P7  
**Attention: Clerk**

- 8.2 Any such notice if delivered personally, by facsimile transmission or by other electronic means of written communication on a Business Day before 5:00 p.m. local time at place of receipt, shall be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5:00 p.m. local time at place of receipt the next following Business Day), or, if mailed as aforesaid, shall be conclusively deemed to have been received on the fifth Business Day following the day on which such notice is mailed (except during a postal strike in which case such notice shall be delivered personally). Either Party may, at any time, give written notice to the other of any change of address of the Party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such Party for the giving of notices thereafter.

## **9.0. Dispute Resolution**

- 9.1 If any dispute arises between the Parties pursuant to this Agreement, the Parties shall attempt to resolve the dispute within 30 days upon which written notice of the dispute was first given, or as otherwise agreed upon. If the Parties are unable to resolve the dispute within 30 days, the Parties shall jointly select an arbitrator to arbitrate the dispute. The arbitrator shall render a decision on the dispute and the award arising therefrom, in accordance with the applicable arbitration legislation in effect in the Province, and as amended from time to time.

## **10.0. Term and Termination**

- 10.1 This Agreement is effective as of the Commencement Date and shall continue in full force and effect until otherwise terminated.
- 10.2 Either Party may terminate this Agreement for any reason whatsoever upon not less than one hundred and eighty (180) days prior written notice to the other Party.

- 10.3 Notwithstanding Section 10.2, Call2Recycle may terminate this Agreement immediately at any time, and without prior written notice to Local Government, if:
- (a) In any province that has an extended producer responsibility plan, in the event such a plan is cancelled, Call2Recycle may terminate this Agreement as it relates to that province;
  - (b) The Local Government subcontracts or assigns any rights or obligations under this Agreement, or any part thereof;
  - (c) Any Shipments made by Local Government are deemed by Call2Recycle or any Designated Facility, to be a Non-Conforming Shipment; or
  - (d) A receiver or trustee is appointed for any part of the assets of Call2Recycle.
- 10.4 Call2Recycle expressly reserves the right, in its sole discretion and without prior written notice, at any time, and for any reason whatsoever, to amend, suspend or terminate all or any portion of the Plan.
- 10.5 On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters arising prior to termination, which may involve obligations of the parties after termination. All sections of this Agreement which by their nature should survive termination, including, without limitation, accrued rights to payment, indemnities, and limitations of liability.

#### **11.0. General Provisions**

- 11.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- 11.2 All of the terms, covenants, conditions, and other provisions contained herein, and all of the obligations under or pursuant to this Agreement, shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 11.3 There are no representations, warranties, collateral agreements, or conditions affecting this Agreement, other than those expressed in writing herein.
- 11.4 This Agreement shall be governed by and construed in accordance with the laws of the Province. Each of the Parties attorn to the non-exclusive jurisdiction of the courts of the Province.
- 11.5 This Agreement may be executed in counterparts, the counterpart copies of this Agreement together constituting a full, valid, and binding Agreement among the Parties hereto.

- 11.6 In the event that any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such provision shall be severed from this Agreement and will not affect the legality or validity or enforceability of the remainder of this Agreement or any other provision hereof.
- 11.7 The rights, remedies, and privileges in this Agreement given to the Parties:
- (a) are cumulative, and any one or more may be exercised;
  - (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
  - (c) are not and shall not be dependent or conditional upon, or in any way lessened, restricted, or affected by any other provisions of this Agreement.
- 11.8 Either Party may, from time to time, waive the performance of the other Party of any provision of this Agreement, either before or after that performance is done, but a waiver is not effective or binding upon the Party providing the waiver, unless it is in writing and signed by the Party providing the waiver or under its authority, and does not limit or affect the Party providing the waiver's right with respect to any other breach or non-performance, whether prior or subsequent thereto.
- 11.9 Any Service Providers engaged by the Local Government to assist in providing MHSW services shall be required by the Local Government to comply with and adhere to the terms and conditions, as applicable, of this Agreement.
- 11.10 Each Party shall perform the acts, execute and deliver the writings, and give the assurances necessary from time to time to give full effect to this Agreement.
- 11.11 This Agreement supersedes and replaces all oral and written communications between the Parties relating to the subject matter of this Agreement.

*<Signature page follows>*

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement as of the date first written above.

**CALL2RECYCLE CANADA, INC.**

Per: \_\_\_\_\_  
Name:  
Title:  
*I have authority to bind Call2Recycle*

**The Corporation of the City of Clarence-Rockland**

Per: \_\_\_\_\_  
Name: Julian Lenhart  
Title: Director of Infrastructure and Planning.  
*I have authority to bind the Municipality*





## REPORT N° INF2020-017

<b>Date</b>	22/05/2020
<b>Submitted by</b>	Denis Longpré
<b>Subject</b>	Batteries Recycling
<b>File N°</b>	INF2020-017

### 1) **NATURE/GOAL :**

*Call2Recycle Canada Inc* and the City of Clarence-Rockland wish to enter into a new agreement concerning the provision of recycling services by the Municipality to *Call2Recycle* concerning the collection and recycling of single use and rechargeable batteries.

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

### 3) **DEPARTMENT'S RECOMMENDATION :**

**BE IT RESOLVED THAT** By-law no. 2020-xx, being a by-law to authorize the Director of Infrastructure and Planning to sign an agreement with *Call2Recycle Canada Inc* for funding of the management of batteries as recommended in report INF2020-17, be adopted.

**QU'IL SOIT RÉSOLU QUE** le Règlement no. 2020-xx, visant à autoriser le directeur de l'infrastructure et de l'aménagement du territoire à signer une entente avec *Call2Recycle Canada Inc.* pour le financement de la gestion des batteries tel que recommandé dans le rapport INF2020-17, soit adopté.

### 4) **BACKGROUND :**

In December 2006, the Minister of the Environment required that Waste Diversion Ontario develop a waste diversion program for municipal hazardous or special waste (MHSW) and that Stewardship Ontario (SO) act as the Industry Funding Organization (IFO) for this program.

Subsequently, *Stewardship Ontario* (SO) and the City entered into an agreement for payment obligations for the provision of certain services including the management of batteries.

The Waste-Free Ontario Act, 2016 was proclaimed and replaced the Waste Diversion Act, 2002, on November 30<sup>th</sup>, 2016.

In July 2020, new provincial regulations affecting battery recycling will take effect in Ontario, making battery producers, importers and brand owners responsible for the end-of-life management of their products. The Regulation is designed to support and strengthen a circular economy in Ontario.

*Call2Recycle Canada Inc.* and the City of Clarence-Rockland wish to enter into a new agreement concerning the provision of certain services by the City to Calle2Recycle concerning single use and rechargeable batteries under the new Waste-Free Ontario Act.

5) **DISCUSSION :**

The Battery Incentive Program was launched in 2011 under Stewardship Ontario's Orange Drop program and has quickly grown to include over 2,700 collection sites across Ontario, making it easier and more convenient for Ontarians to recycle their used single-use dry cell batteries.

The Batteries Regulation under the Resource Recovery and Circular Economy Act, 2016 designates batteries as the second material after tires under Ontario's individual producer responsibility regulatory framework.

Individual producer responsibility makes producers accountable for their products and packaging once consumers are finished with them; sets mandatory and enforceable requirements for resource recovery; and gives producers choices for resource recovery services in a competitive market.

Starting July 1, 2020, following the wind up of Stewardship Ontario's battery recycling program on June 30, 2020, battery producers will be individually accountable and financially responsible for collecting and reusing, refurbishing or recycling their batteries when consumers discard them.

The Batteries Regulation applies to the following types of batteries sold separately in Ontario (i.e. not embedded in products):

- Single-use (primary) batteries weighing 5 kg or less
- Rechargeable batteries weighing 5 kg or less

Examples of single-use and rechargeable batteries that fall under the Batteries Regulation are button cells, AA, AAA, C, D, 9V, lantern batteries, sealed lead acid batteries and replacement batteries for products (for example, drill, cell phone, laptop) that weigh under 5 kg or less.

The new regulation does not apply to batteries sold with or in products (for example, batteries sold with or in drills, cell phones, laptops, toys, vapes, fire alarms); or batteries over 5 kg (for example, car batteries, forklift batteries, stationary batteries).

As part of the transition, SO will no longer have any payment obligations to municipalities for the management of these batteries after June 31<sup>st</sup>, 2020.

Producers will have the choice to work with one or more Producer Responsibility Organizations (PROs) to operate collection and management systems on their behalf if they do not want to operate their own systems

Call2Recycle is an approved Producer Responsibility Organization (PRO) for the new battery recycling program. As Canada's leading national consumer battery collection and recycling program, Call2Recycle represents more than 300 obligated producers and accepts used household batteries at more than 1,500 Call2Recycle drop-off locations across Ontario.

The City of Clarence-Rockland has been managing batteries under the Orange Drop program and has been offered the opportunity to participate in the new battery program as of July 1<sup>st</sup>, 2020.

Call2Recycle has provided the City with a new service agreement for the management of single use and rechargeable batteries up to 5 kg.

Municipalities will not receive any payments from Call2Recycle for the collection of batteries from events and depots until the new service agreement is executed

Call2Recycle will manage the transportation and processing of the eligible batteries collected at our depot, in the same manner they were managed under Stewardship Ontario's Orange Drop program. These services will be available to municipalities as of July 1<sup>st</sup>, 2020.

A copy of the Agreement is appended in Attachment 1.

6) **CONSULTATION:**  
N/A

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

8) **FINANCIAL IMPACT (expenses/material/etc.):**  
With the approval of this agreement, the City will increase its revenues

by approximately \$548 compared to the 2020 budget.

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

10) **RISK MANAGEMENT :**  
Although it is impossible to determine the quantites of batteries received every year at the City's MHSW depot, the municipality does receive and manage on average, at least 1, 500 kg of batteries every year. By entering into the new agreement, the City will be able to continue to receive these materials and ensure that they are properly recycled and receives some financial compensation.

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

12) **SUPPORTING DOCUMENTS:**  
Attachment 1 Agreement

**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND  
BY-LAW 2020-60**

**BEING A BY-LAW TO APPOINT MUNICIPAL LAW ENFORCEMENT  
OFFICERS (M.L.E.O.) FOR THE CITY OF CLARENCE-ROCKLAND**

**WHEREAS** Section 11(1) of the Municipal Act, 2001 S.O. 2001, c.25, as amended, authorizes the Council of any single tier municipality to pass by-laws respecting matters within its spheres of jurisdiction; and

**WHEREAS** Section 15(1) of the Police Services Act R.S.O. 1990, c.P.15, as amended, authorizes the Council of any municipality to appoint one or more Municipal Law Enforcement Officers, who shall be peace officers for the purposes of enforcing the by-laws of the municipality;

**NOW THEREFORE** the City of Clarence-Rockland hereby enacts the following:

1. **THAT** Benoit Boivin is hereby appointed as a Municipal Law Enforcement Officer for the City of Clarence-Rockland; and
2. **THAT** the duly appointed Municipal Law Enforcement Officers of the City are hereby authorized at all reasonable times to enter on any property in the Municipality to ascertain whether a Municipal By-Law is complied with, and to enforce or carry into effect any Municipal By-Law respecting the property or the occupants thereof; and
3. **THAT** this by-law shall come into force and take effect immediately upon passing.

**READ AND PASSED IN OPEN COUNCIL, THIS 29<sup>th</sup> DAY OF JUNE, 2020.**

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**Guy Desjardins, Mayor**

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**Monique Ouellet, Clerk**





1) **DEPARTMENT'S RECOMMENDATION :**

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

- 2020-61, being a by-law to appoint Pierre Voisine as Director of Protective Services / Fire Chief for the City of Clarence-Rockland;
- 2020-62, being a by-law to appoint Pierre Voisine as Municipal Law Enforcement Officer for the City of Clarence-Rockland;
- 2020-63, being a by-law to appoint Pierre Voisine as Community Emergency Management Coordinator (CEMC) for the City of Clarence-Rockland.

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

- 2020-61, étant un règlement pour nommer Pierre Voisine à titre de directeur des services de la Protection/Chef pompier de la Cité de Clarence-Rockland;
- 2020-62, étant un règlement pour nommer Pierre Voisine à titre d'agent d'application des règlements municipaux pour la Cité de Clarence-Rockland
- 2020-63, étant un règlement pour nommer Pierre Voisine à titre de coordonnateur communautaire de la gestion des urgences (CEMC) pour la Cité de Clarence-Rockland.



**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND  
BY-LAW 2020-61**

**BEING A BY-LAW TO APPOINT DIRECTOR OF PROTECTIVE SERVICES AND FIRE CHIEF FOR THE CLARENCE-ROCKLAND FIRE DEPARTMENT**

**WHEREAS** the Municipal Act 2001, S.O. 2001, c. 25, as amended, provides that a municipality shall exercise its powers by by-law; and

**WHEREAS** Section 6 (1) of the Fire Protection and Prevention Act 1997, S.O. 1997, Chapter 4, as amended, provides that if a fire department is established for the whole or a part of a municipality or for more than one municipality, the council of the municipality or the councils of the municipalities, as the case may be, shall appoint a fire chief for the fire department; and

**WHEREAS** the Council of the Corporation of the City of Clarence-Rockland adopted resolution no. 2020-96, to accept the hiring of Mr. Pierre Voisine as full-time Director of Protective Services and Fire Chief;

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

- 1) That Mr. Pierre Voisine be, and is hereby appointed as Director of Protective Services for the City of Clarence-Rockland; and
- 2) That Mr. Pierre Voisine be, and is hereby appointed as Fire Chief for the Clarence-Rockland Fire Department; and
- 3) That By-law No. 2016-35 be and is hereby repealed; and
- 4) That By-law No. 2017-08 be, and is hereby repealed; and
- 5) That this by-law shall take force on June 30, 2020.

**READ AND PASSED IN OPEN COUNCIL, THIS 29<sup>th</sup> DAY OF JUNE 2020.**

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**Guy Desjardins, Mayor**

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**Monique Ouellet, Clerk**



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

## **BY-LAW 2020-62**

### **Being a by-law to appoint a Municipal Law Enforcement Officer (M.L.E.O.) for the City of Clarence-Rockland**

**WHEREAS** Section 11(1) of the Municipal Act, 2001 S.O. 2001, c.25, as amended, authorizes the Council of any single tier municipality to pass by-laws respecting matters within its spheres of jurisdiction; and

**WHEREAS** Section 15(1) of the Police Services Act R.S.O. 1990, c.P.15, as amended, authorizes the Council of any municipality to appoint one or more Municipal Law Enforcement Officers, who shall be peace officers for the purposes of enforcing the by-laws of the municipality;

**NOW THEREFORE** the City of Clarence-Rockland hereby enacts the following:

1. **THAT** Pierre Voisine, Director of Protective Services, is hereby appointed as a Municipal Law Enforcement Officer for the City of Clarence-Rockland; and
2. **THAT** the duly appointed Municipal Law Enforcement Officers of the City are hereby authorized at all reasonable times to enter on any property in the Municipality to ascertain whether a Municipal By-Law is complied with, and to enforce or carry into effect any Municipal By-Law respecting the property of the occupants thereof; and
3. **THAT** By-law no. 2017-34 be and is hereby repealed.
4. **THAT** this by-law shall come into force and take effect on the 30<sup>th</sup> day of June, 2020.

**READ AND PASSED IN OPEN COUNCIL, THIS 29<sup>th</sup> DAY OF JUNE 2020.**

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Guy Desjardins, Mayor

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Monique Ouellet, Clerk



# THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

## BY-LAW 2020-63

### **Being a by-law to appoint Pierre Voisine as Community Emergency Management Coordinator (CEMC) for the City of Clarence-Rockland and to amend By-law 2017-148.**

**WHEREAS** the *Emergency Management and Civil Protection Act, R.S.O. 1990, Chapter E.9*, subsection 2.1(1) requires that every municipality develop and implement an emergency management program;

**AND WHEREAS** subsection 10(1) Ontario Regulation 380/04 under the *Emergency Management and Civil Protection Act* requires that every municipality shall designate an employee of the municipality, or a member of council, as its emergency management program coordinator;

**AND WHEREAS** By-law No. 2017-148 was adopted on the 20<sup>th</sup> day of November 2017, and later amended to appoint an additional alternate Community Emergency Management Coordinator;

### **NOW THEREFORE THE CITY OF CLARENCE-ROCKLAND HEREBY ENACTS AS FOLLOWS:**

1. **THAT** Pierre Voisine, Director of Protective Services / Fire Chief, be appointed as Community Emergency Management Coordinator (CEMC) for the City of Clarence-Rockland;
2. **THAT** Schedule A of By-law 2017-148 be further amended in order to remove and replace section 1) in order to read:
  - 1) Pierre Voisine, Director of Protective Services / Fire Chief, as as the Community Emergency Management Coordinator (CEMC).
3. **THAT** Schedule D of By-law 2017-148 be amended in order to delete section 2 in its entirety;
4. **THAT** the Community Emergency Management Coordinator shall be responsible for the development, implementation and maintenance of the City of Clarence-Rockland's emergency management program in accordance with the *Emergency Management and Civil Protection Act, R.S.O. 1990, Ch E.9*, and the regulations passed thereunder; and
5. **THAT** By-law 2017-30 be, and are hereby repealed; and
6. **THAT** the Clerk be authorized to sign the Province's CEMC Designation Form to this effect; and

7. **THAT** this by-law shall come into force and take effect on the 30<sup>th</sup> day of June 2020.

**Read and passed in open Council on this 29<sup>th</sup> day of June, 2020.**

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Guy Desjardins, Mayor

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Monique Ouellet, Clerk

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND  
BY-LAW 2020-64**

**BEING A BY-LAW OF THE CITY OF CLARENCE-ROCKLAND TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE CITY OF CLARENCE-ROCKLAND AT ITS SPECIAL MEETING HELD ON JUNE 29, 2020.**

**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 29<sup>TH</sup> DAY OF JUNE 2020.**

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Guy Desjardins, Mayor

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Monique Ouellet, Clerk