



CORPORATION OF THE CITY OF  
CLARENCE-ROCKLAND  
REGULAR MEETING

September 21, 2020, 8:00 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/>

This meeting is scheduled for 8:00 p.m. however, the time may defer as it will begin immediately following the conclusion of the Committee of the Whole meeting that is scheduled to start at 7:15 p.m.

**2. Adoption of the agenda**

**3. Disclosure of pecuniary interests**

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**4. Announcements**

**5. Council Members' Items**

**6. 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.

**6.1 Adoption of the minutes of the following meetings:**

**a. Regular meeting - September 9, 2020**

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b.	Committee of the Whole - September 9, 2020	15
6.2	The following recommendations from Committee of the Whole of September 9, 2020	
a.	Resolution to accept the 2021 Budget timetable and approve the budget deliberation process	27
b.	Resolution to authorize amendment to the Service Agreement between OCWA and the City of Clarence-Rockland, in order to allow an extension for a three-year term, being until October 31st, 2023	45
c.	Resolution to adopt the proposed Reserve and Reserve Fund Policy no. FIN20-03	93
6.3	Resolution to authorize that Presse Café's monthly rent be credited at 100% from and including the month of April 2020, until the YMCA/YWCA resumes its operations	105
6.4	Resolution to adopt the tax reductions in the amount of \$977.21 City's share, being applications under sections 357 & 358 of the Municipal Act	107
6.5	Resolution to adopt the salaries paid from August 9, 2020, to September 5, 2020, in the gross amount of \$940,602.08 and net amount of \$651,314.42	
7.	Committee/Staff Reports	
7.1	Accounts paid	111
7.2	Children suspended from daycare while waiting for COVID-19 test results	115
8.	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.	
8.1	2020-72 - Zoning By-law Amendment – Yann and Jonathan Lecompte – 880-884 St-Jean Street	119
8.2	2020-78 - Zoning By-law Amendment – 321 Laurier Street – Spacebuilders Ottawa Ltd.	159

8.3	2020-79 - Sale of Property - 1695 Landry	189
8.4	2020-81 - Sale of property - 2767 St-Pascal	195
9.	Confirmatory By-law	197
10.	Closed meeting	
10.1	Attestation from each member participating via teleconference	
10.2	Adoption of the Closed meeting minutes of September 9, 2020	
10.3	Litigation Matter	
10.4	Claim Settlement - File No. L02-GOL	
10.5	Agreement with Via Rail	
11.	Resolution to resume open meeting	
12.	Closed meeting report	
13.	Adjournment	



CORPORATION DE LA CITÉ DE  
CLARENCE-ROCKLAND  
RÉUNION RÉGULIÈRE

le 21 septembre 2020, 20 h 00  
Téléconférence

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Pages

**1. Ouverture de la réunion**

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:  
<https://www.facebook.com/clarencrockland/>

Cette réunion est prévue pour 20h; cependant, l'heure du début pourrait changée puisque celle-ci commencera immédiatement après la conclusion de la réunion du Comité plénier qui est prévue pour 19h15.

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

**3. Déclarations d'intérêts pécuniaires**

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**4. Annonces**

**5. Items des membres du Conseil**

**6. 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.

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

**a. Réunion régulière - 9 septembre 2020**

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b.	Comité plénier - 9 septembre 2020	15
6.2	Les recommandations suivantes du comité plénier du 9 septembre 2020	
a.	Résolution pour accepter l'échéancier pour le Budget 2021 et approuver le processus de délibération budgétaire	27
b.	Résolution pour autoriser l'amendement à l'entente de service entre OCWA et la Cité de Clarence-Rockland, afin de permettre de prolonger l'entente d'un terme de 3 ans jusqu'au 31 octobre 2023	45
c.	Résolution pour adopter la politique proposée FIN20-03 sur la gestion des réserves et fonds de réserve	93
6.3	Résolution pour autoriser que le loyer mensuel de Presse Café soit crédité à 100% à partir du mois d'avril 2020, jusqu'à ce que le YMCA/YWCA reprenne ses opérations	105
6.4	Résolution pour adopter les réductions de taxes au montant de \$977.21 étant la part de la Cité, en vertu des articles 357 & 358 de la Loi sur les municipalités	107
6.5	Résolution pour adopter les salaires payés pour la période du 9 août 2020, au 5 septembre 2020, au montant brut de 940 602,08 \$, et montant net de 651 314,42 \$	
7.	Rapports des Comités/Services	
7.1	Comptes payés	111
7.2	Enfants suspendus du Service de garderies lors de l'attente des résultats de test COVID-19	115
8.	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.	
8.1	2020-72 - Amendement au règlement de zonage – Yann et Jonathan Lecompte – 880-884 rue St-Jean	119
8.2	2020-78 - Amendement au règlement de zonage – 321 rue Laurier – Spacebuilders Ottawa Ltd.	159

8.3	2020-79 - Vente de propriété - 1695 Landry	189
8.4	2020-81 - Vente de propriété - 2767 St-Pascal	195
9.	Règlement de confirmation	197
10.	Réunion à huis clos	
10.1	Attestation de chaque membre qui participe via téléconférence	
10.2	Adoption du procès-verbal de la réunion à huis clos du 9 septembre 2020	
10.3	Question en litige	
10.4	Règlement d'une réclamation - Dossier No. L02-GOL	
10.5	Entente avec Via Rail	
11.	Résolution pour retourner en réunion ouverte	
12.	Rapport de la réunion à huis clos	
13.	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).



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

September 9, 2020  
Teleconference

**PRESENT:**

- Guy Desjardins, Mayor
- Samuel Cardarelli, Councillor Ward 1
- Mario Zanth, Councillor Ward 2
- Carl Grimard, Councillor Ward 3
- 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
- Monique Ouellet, Clerk
- Maryse St-Pierre, Deputy Clerk

**1. Opening of the meeting**

Mayor Desjardins calls the meeting to order at 8:12 p.m.

Mayor Desjardins reports that at the conclusion of the August 24 Regular meeting, Council held a Closed session meeting to discuss item 10.3.f, as discussions may have been subject to identify individuals. He explains that following this Closed session meeting, Council have considered, discussed and adopted the proposed resolution to approve the Comprehensive Corporate Asset Management Strategy and the 2020 Capital works.

**2. Adoption of the agenda**

**RESOLUTION 2020-164**

**Moved by** Mario Zanth

**Seconded by** Diane Choinière

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

5.1. Letter from Clarence-Rockland Minor Hockey and Reb B Hockey Associations regarding the City's Interior ice rink and slab rental Policy

**CARRIED**

### 3. **Disclosure of pecuniary interests**

Councillor Michel Levert declares a pecuniary interest for item 10.3.

### 4. **Announcements**

Councillor Christian Simard announces that there are available spots for people wishing to participate in the St-Pascal Optimist Club golf tournament.

Councillor Diane Choinière announces that three trails have been set up in the Lavigne natural Park to offer outdoor activities until the end of September.

Mayor Desjardins invites people who want to be tested for Covid-19 to make an appointment at 613-933-1375.

Mayor Desjardins invites Mr. Yves Roy to verbally report on his findings in regards to vehicular speeding surveillance on Montée Outaouais. Mr. Roy explains that the speed monitoring device was installed for two weeks and that the data confirms that 85% of people respect the speed limit.

Further to questions, Mr. Roy confirms that the location of the device was moved for this data collection.

### 5. **Council Members' Items**

#### 5.1 **Letter from Clarence-Rockland Minor Hockey and Reb B Hockey Associations regarding the City's Interior ice rink and slab rental Policy**

Pierre Boucher gives an overview of the request letter.

Further to questions, Pierre Boucher confirms that he will need to follow-up with Council in regards to the number of installments that are made to the associations and if it is possible to increase the number of installments.

#### **RESOLUTION 2020-165**

**Moved by** André J. Lalonde

**Seconded by** Mario Zanth

**WHEREAS** ice sports associations are greatly affected by the COVID-19 pandemic; and

**WHEREAS** the LOI2017-02 policy does not permit Community Services to make exceptions for extraordinary situations;

**BE IT RESOLVED THAT** Municipal Council exceptionally accepts that notwithstanding section 5.5.4 of policy LOI2017-02 associations be authorized to confirm the desired ice hours for the next month following the 15th day of each month; and

**BE IT RESOLVED THAT** Municipal Council accepts to subsidize the totality of the hours used by the associations; and

**BE IT RESOLVED THAT** Municipal Council approves that the closure of the Clarence Creek Arena be postponed until April 15, 2021, if the needs of the associations are sufficient at this time of the year.

**CARRIED**

**6. Consent Items**

**RESOLUTION 2020-166**

**Moved by** Michel Levert

**Seconded by** Christian Simard

**BE IT RESOLVED THAT** the following items, as identified under the consent items category on the regular meeting agenda of September 9, 2020, be adopted:

6.1. Adoption of the minutes of the following meetings:

- a. Regular electronic meeting - August 24, 2020,
- b. Electronic Committee of the Whole - August 24, 2020
- c. Special electronic meeting - September 1st, 2020

6.2. The following recommendations from Committee of the Whole of August 24, 2020,

- a. Resolution to reallocate funds in the 2020 Protective Services Budget to initiate the implementation of a containerized live fire training facility

**CARRIED**

***Text of the resolutions as adopted by consent under Resolution 2020-166***

**6.2a. BE IT RESOLVED THAT** Council approves the reallocation of \$72,000 from the 2020 budget, which was earmarked for the replacement of a vehicle, to initiate the implementation of a containerized live fire training facility as recommended in Report No. PRO2020-013.

**7. Committee/Staff Reports (none)**

**8. By-laws**

**RESOLUTION 2020-167****Moved by** Don Bouchard**Seconded by** Carl Grimard**BE IT RESOLVED THAT** the following by-laws be adopted:

- 8.1. 2020-73 - to authorize the signature of an agreement with the Ministry of Transportation for the allocation of provincial Gas Tax for the public transit services
- 8.2. 2020-74 - Designation of lands not subject to part-lot control - Longwood Blocks 90 and 91 Plan 50M-336
- 8.3. 2020-76 - to authorize the signature of a Tiered Response Agreement with the United Counties of Prescott and Russell

**CARRIED****9. Confirmatory By-law****RESOLUTION 2020-168****Moved by** Michel Levert**Seconded by** André J. Lalonde**BE IT RESOLVED THAT** By-law no. 2020-77, being a confirmatory by-law for the regular meeting of September 9, 2020, be adopted.**CARRIED****10. Closed meeting****RESOLUTION 2020-169****Moved by** Diane Choinière**Seconded by** Michel Levert**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:

- 10.2. Adoption of the Closed meeting minutes of August 24, 2020
- 10.3. Legal matter update
- 10.4. Human Resources matter

**CARRIED****11. Resolution to resume open meeting**



**RESOLUTION 2020-170****Moved by** Mario Zanth**Seconded by** Don Bouchard

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

**CARRIED****12. Closed meeting report****13. Adjournment**

Mayor Desjardins adjourns the meeting at 9:48 p.m.

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 Guy Desjardins, Mayor

Maryse St-Pierre, Deputy Clerk





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

le 9 septembre 2020  
Teleconference

**PRÉSENT:**

- Guy Desjardins, maire
- Samuel Cardarelli, conseiller quartier 1
- Mario Zanth, conseiller du quartier 2
- Carl Grimard, conseiller du quartier 3
- 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
- Monique Ouellet, greffière
- Maryse St-Pierre, greffière adjointe

**1. Ouverture de la réunion**

Le maire Desjardins ouvre la réunion à 20h12.

Le maire Desjardins rapporte qu'à la fin de la réunion régulière du 24 août dernier, le conseil a tenu une réunion à huis clos afin de discuter de l'item 10.3.f, puisque les discussions pouvaient identifier des individus. Il explique que suite au huis clos, le conseil a considéré, discuté et adopté la résolution proposée pour approuver la stratégie globale de gestion des actifs et les travaux d'immobilisations 2020.

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

**RÉSOLUTION 2020-164**

**Proposée par** Mario Zanth

**Appuyée par** Diane Choinière

**QU'IL SOIT RÉSOLU QUE** l'ordre du jour soit adopté avec l'ajout suivant:

5.1. Lettre des associations de hockey Reb B et hockey mineur de Clarence-Rockland concernant la politique de location des patinoires intérieures et des surfaces de béton de la Cité

### 3. **Déclarations d'intérêts pécuniaires**

Le conseiller Michel Levert déclare un intérêt pécuniaire pour l'item 10.3.

### 4. **Annonces**

Le conseiller Christian Simard annonce qu'il y a encore de la place pour les gens voulant participer au tournoi de golf du Club Optimiste de St-Pascal.

La conseillère Diane Choinière annonce que trois sentiers pédestres ont été aménagés dans le parc naturel Lavigne afin d'offrir des activités extérieures jusqu'à la fin du mois de septembre.

Le maire Desjardins invite les gens qui veulent se faire tester pour le Covid-19 de prendre rendez-vous au 613-933-1375.

Le maire Desjardins invite M. Yves Roy à faire un rapport verbal sur ses observations relativement à la vitesse des véhicules sur la Montée Outaouais. M. Roy explique que le dispositif de suivi de la vitesse a été installé pendant deux semaines et que les données confirment que 85% des gens respectent les limites de vitesse.

Suite aux questions, M. Roy confirme que l'emplacement du dispositif a été changé pour la prise de ces données.

### 5. **Items des membres du Conseil**

#### 5.1 **Lettre des associations de hockey Reb B et hockey mineur de Clarence-Rockland concernant la politique de location des patinoires intérieures et des surfaces de béton de la Cité**

Pierre Boucher donne un portrait de la lettre de demande.

Suite aux questions, Pierre Boucher confirme qu'il devra faire un suivi au conseil relativement aux nombres de versements qui sont faits aux associations et si possible, augmenter ce nombre de versements.

#### **RÉSOLUTION 2020-165**

**Proposée par** André J. Lalonde

**Appuyée par** Mario Zanth

**ATTENDU QUE** les associations des sports de glace sont grandement affectées par la pandémie du COVID-19 ; et

**ATTENDU QUE** la politique LOI2017-02 ne permet pas aux Services communautaires de faire des exceptions pour des situations hors de l'ordinaire ;

**QU'IL SOIT RÉSOLU QUE** le conseil municipal accepte qu'exceptionnellement durant la période de pandémie, nonobstant la section 5.5.4 de la politique LOI2017-02, qu'il soit permis que les associations confirment les heures de glace voulues pour le prochain mois suivant le 15<sup>e</sup> jour de chaque mois ; et

**QU'IL SOIT RÉSOLU QUE** le conseil municipal accepte de subventionner la totalité des heures utilisées par les associations; et

**QU'IL SOIT RÉSOLU QUE** le conseil municipal approuve que la fermeture de l'aréna de Clarence Creek soit repoussée jusqu'au 15 avril 2021 si les besoins des associations à ce temps de l'année sont en nombres suffisants

**ADOPTÉE**

## **6. Items par consentement**

### **RÉSOLUTION 2020-166**

**Proposée par** Michel Levert

**Appuyée par** Christian Simard

**QU'IL SOIT RÉSOLU QUE** les items suivants, tels qu'identifiés sous la rubrique «items par consentement» à l'ordre du jour de la réunion régulière du 9 septembre 2020, soient adoptés :

#### **6.1. Adoption des procès-verbaux des réunions suivantes:**

- a. Réunion régulière électronique - 24 août 2020
- b. Comité plénier électronique - 24 août 2020
- c. Réunion spéciale électronique - 1<sup>er</sup> septembre 2020

#### **6.2. Les recommandations suivantes du comité plénier du 24 août 2020**

- a. Résolution pour réattribuer des fonds du budget 2020 des Services de la protection pour initier le travail de la mise en œuvre d'un centre de formation pour ses pompiers

**ADOPTÉE**

***Texte des résolutions adoptées par consentement telles qu'identifiées dans la résolution 2020-166***

- 6.2a. **QU'IL SOIT RÉSOLU QUE** le conseil approuve la réattribution de 72 000 \$ du budget de 2020, qui était prévu pour le remplacement d'un véhicule, pour initier le travail de la mise en œuvre d'un centre de formation pour ses pompiers, tel que recommandé au rapport no. PRO2020-013

7. **Rapports des Comités/Services** (aucun)

8. **Règlements municipaux**

**RÉSOLUTION 2020-167**

**Proposée par** Don Bouchard

**Appuyée par** Carl Grimard

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

8.1. 2020-73 - pour autoriser la signature d'une entente avec le ministère des Transports pour l'attribution de la taxe provinciale sur l'essence pour les services de transport en commun

8.2. 2020-74 - Désignation de terrains non assujettis à la réglementation de parties de lots - Longwood Blocs 90 et 91 Plan 50M-336

8.3. 2020-76 - pour autoriser la signature d'une entente d'intervention "Tiered Response" avec les Comtés Unis de Prescott et Russell

**ADOPTÉE**

9. **Règlement de confirmation**

**RÉSOLUTION 2020-168**

**Proposée par** Michel Levert

**Appuyée par** André J. Lalonde

**QU'IL SOIT RÉSOLU QUE** le règlement no. 2020-77, étant un règlement de confirmation pour la réunion régulière du 9 septembre 2020, soit adopté.

**ADOPTÉE**

10. **Réunion à huis clos**

**RÉSOLUTION 2020-169**

**Proposée par** Diane Choinière

**Appuyée par** Michel Levert

**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 :

10.2. Adoption du procès-verbal de la réunion à huis clos du 24 août 2020

10.3. Mise à jour d'une question d'ordre juridique

10.4. Dossier des ressources humaines

**ADOPTÉE**

**11. Résolution pour retourner en réunion ouverte**

**RÉSOLUTION 2020-170**

**Proposée par** Mario Zanth

**Appuyée par** Don Bouchard

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

**ADOPTÉE**

**12. Rapport de la réunion à huis clos (aucun)**

**13. Ajournement**

Le maire Desjardins lève l'assemblée à 21h48.

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Guy Desjardins, Maire

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Maryse St-Pierre, Greffière adjointe







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

September 9, 2020  
Teleconference

**PRESENT:**

- Guy Desjardins, Mayor
- Samuel Cardarelli, Councillor Ward 1
- Mario Zanth, Councillor Ward 2
- Carl Grimard, Councillor Ward 3
- 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
- Monique Ouellet, Clerk
- Maryse St-Pierre, Deputy Clerk

**1. Opening of the meeting**

Mayor Desjardins calls the meeting to order at 7:19 p.m.

**2. Prayer**

Councillor Carl Grimard recites the prayer.

**3. Adoption of the agenda**

**RECOMMENDATION COW2020-69**

**Moved by** Mario Zanth

**Seconded by** Michel Levert

**THAT** the agenda be adopted as presented.

**CARRIED**

**4. Disclosure of pecuniary interests (none)**

**5. Petitions / Correspondence**

**5.1 Letter from Presse Café requesting rent reduction**

Further to questions, Pierre Boucher explains that the reduction requested by Presse Café corresponds to a total amount of \$9,572.50.

Further to questions, Helen Collier explains that following verification with our legal advisors in order to find out if granting their request would be considered to be bonusing and was advised that it would not be as Presse Café has been unable to access funding because it is located in a municipal building.

Further to questions, Pierre Boucher explains that Presse Café and the YMCA have been closed since the beginning of the pandemic.

Further to questions, Pierre Boucher explains at this point in time, there is no indication that the school board will allow students to access Presse Café.

Further to discussions, Mayor Desjardins mandates the Administration to prepare a resolution in order to allow that Presse Café's rent be credited at 100% during the time that the school and the YMCA are closed, for consideration at the next regular meeting.

## **5.2 Notice from Enbridge - Study Commencement and virtual open house**

Further to questions, Helen Collier explains this notice will be promoted on all municipal platforms by the Communications Officer.

## **5.3 Letter from Clarence-Rockland Minor Hockey and Reb B Hockey Associations regarding the City's Interior ice rink and slab rental Policy**

Further to questions, Mayor Desjardins explains that this letter will be considered at the regular meeting in order to respond to the request of the minor hockey associations in a timely manner.

## **6. Notice of Motion (none)**

## **7. Report from the United Counties of Prescott and Russell (none)**

## **8. Committee/Staff Reports**

### **8.1 2021 Budget Guideline Report**

#### **RECOMMENDATION COW2020-70**

**Moved by** Carl Grimard

**Seconded by** Samuel Cardarelli

**THAT** the Committee of the Whole recommends that Council accepts the 2021 budget timetable, as proposed in Report No. FIN2020-023; and

**THAT** Council direct staff to work towards presenting a preliminary budget which will show a tax rate increase of no more than 2% for 2021; and

**THAT** Council approves the budget deliberations process, as described in Report No. FIN2020-023.

**CARRIED**

## **8.2 Contract Extension with the Ontario Clean Water Association**

### **RECOMMENDATION COW2020-71**

**Moved by** Christian Simard

**Seconded by** Carl Grimard

**WHEREAS** the City's current Services Agreement with OCWA expires on October 31, 2020; and

**WHEREAS** the agreement was for a 7-year period with the option to negotiate/review for 3 successive 1-year terms; and

**WHEREAS** the City is currently engaged in several major water and wastewater construction projects; and

**WHEREAS** the administration is of the opinion that retaining OCWA's services for the next 3 years is beneficial in terms of providing stability and continuity of operations;

**THAT** the Committee of the Whole recommends that Council authorize the Mayor and the Clerk to prepare and execute an amendment to the Service Agreement between the Ontario Clean Water Agency and the Corporation of the City of Clarence-Rockland adopted by By-law 2014-29 on the 17<sup>th</sup> day of March 2014, in order to allow an extension of the said contract for a three-year term, being until October 31st, 2023.

**CARRIED**

## **8.3 Reserve and Reserve Fund Policy**

Further to questions, Pierre Boucher explains that if works needed to be done at the Bourget Train Station, the money will be available in the Building Reserve.

### **RECOMMENDATION COW2020-72**

**Moved by** Samuel Cardarelli

**Seconded by** André J. Lalonde

**THAT** the Committee of the Whole recommends that Council adopts the proposed Reserve and Reserve Fund policy no. FIN20-03; and

**THAT** the Committee of the Whole recommends that Council adopts the recommendation of changing the name of the General Government Reserve to General Working Capital; and

**THAT** the Committee of the Whole recommends that Council authorizes the closure of the Train Station Gare Bourget Reserve and that the balance of \$147,042 be transferred to the Building reserve; and

**THAT** the Committee of the Whole recommends that Council authorizes the closure of the Informatique reserve and that the balance of \$22,118.93 be transferred to the General working capital reserve; and

**THAT** the Committee of the Whole recommends that Council authorizes the closure of the Police Reserve and that the balance of \$20,428 be transferred to the General working capital reserve; and

**THAT** the Committee of the Whole recommends that Council authorizes the closure of the Berges - Clarence Point reserve and that the balance of \$55,509.51 be transferred to the Equipment reserve; and

**THAT** the Committee of the Whole recommends that Council authorizes the closure of the Protection Fire reserve and that the balance of \$60,000 be transferred to the Equipment reserve.

**CARRIED**

#### **8.4 Postponement of Clarence Creek Arena Exterior Stairs Replacement Capital Project**

Further to questions, Pierre Boucher explains that the plans and specifications were prepared by an engineering firm, in collaboration with the City, because of the structural aspect of the project.

Further to questions, Pierre Boucher explains that he will follow up with Jean-Luc Jubinville regarding the design of the staircase.

Further to questions, Pierre Boucher explains that many factors have increased the bid prices compared to the estimates, including the pandemic and soil contamination.

#### **RECOMMENDATION COW2020-73**

**Moved by** André J. Lalonde

**Seconded by** Diane Choinière

**THAT** Report LOI2020-09-01 be received as information.

**CARRIED**

**9. Other items** (none)

**10. Adjournment**

The Mayor adjourns the meeting at 8:12 p.m.

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Guy Desjardins, Mayor

Maryse St-Pierre, Deputy Clerk





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

le 9 septembre 2020  
Teleconference

**PRÉSENT:**

- Guy Desjardins, maire
- Samuel Cardarelli, conseiller quartier 1
- Mario Zanth, conseiller du quartier 2
- Carl Grimard, conseiller du quartier 3
- 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
- Monique Ouellet, greffière
- Maryse St-Pierre, greffière adjointe

**1. Ouverture de la réunion**

Le Maire Desjardins ouvre la réunion à 19h19.

**2. Prière**

Le conseiller Carl Grimard fait la lecture de la prière.

**3. Adoption de l'ordre du jour**

**RECOMMANDATION COW2020-69**

**Proposée par** Mario Zanth

**Appuyée par** Michel Levert

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

**ADOPTÉE**

**4. Déclarations d'intérêts pécuniaires (aucun)**

**5. Pétitions / Correspondance**

**5.1 Lettre de Presse Café demandant une réduction de frais de location**

Suite aux questions, Pierre Boucher explique que la réduction demandée par Presse Café correspond à un montant total de 9 572,50\$.

Suite aux questions, Helen Collier explique que suite aux vérifications avec nos conseillers juridiques afin de déterminer si le fait d'accorder leur requête serait considéré comme un bonus, il a été déterminé que ce n'était pas le cas car Presse Café n'est pas en mesure d'obtenir des fonds puisqu'il est situé dans un édifice municipal.

Suite aux questions, Pierre Boucher explique que le Presse Café et le YMCA sont fermés depuis le début de la pandémie.

Suite aux questions, Pierre Boucher explique que pour l'instant, il n'a aucune indication selon laquelle le conseil scolaire autorise les étudiants à accéder au Presse Café.

Suite aux discussions, le maire Desjardins mandate l'administration de préparer une résolution afin de permettre que le loyer du Presse Café soit crédité à 100% pendant que l'accès à l'école et le YMCA sont fermés, pour considération lors de la prochaine réunion régulière.

## **5.2 Avis de Enbridge - début d'étude et un portes ouvertes virtuel**

Suite aux questions, Helen Collier explique qu'un avis sera affiché sur toutes les plateformes municipales par l'agente des communications.

## **5.3 Lettre des associations de hockey Reb B et hockey mineur de Clarence-Rockland concernant la politique de location des patinoires intérieures et des surfaces de béton de la Cité**

Suite aux discussions, le maire Desjardins explique que cette lettre sera considérée en réunion régulière afin de répondre à la demande des associations de hockey mineur dans un délai raisonnable.

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

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

## **8. Rapports des Comités/Services**

### **8.1 Rapport sur les prévisions budgétaires 2021**

#### **RECOMMANDATION COW2020-70**

**Proposée par** Carl Grimard

**Appuyée par** Samuel Cardarelli



**QUE** le comité plénier recommande que le Conseil accepte l'échéancier pour le budget 2021, tel que proposé au rapport no. FIN2019-023; et

**QUE** le Conseil mandate le personnel de travailler à la présentation d'un budget préliminaire qui démontrera une augmentation du taux de taxe ne dépassant pas 2% pour 2021; et

**QUE** le Conseil approuve le processus de délibération budgétaire, tel que décrit dans le rapport no. FIN2020-023.

**ADOPTÉE**

## **8.2 Prolongation de contrat avec l'Ontario Clean Water Association**

### **RECOMMANDATION COW2020-71**

**Proposée par** Christian Simard

**Appuyée par** Carl Grimard

**ATTENDU QUE** l'entente de services actuelle de la Ville avec OCWA expire le 31 octobre 2020; et

**ATTENDU QUE** la durée de l'entente était de 7 ans avec la possibilité de négocier / réviser pour 3 mandats successifs d'un terme de 1 an; et

**ATTENDU QUE** la Ville est présentement impliquée dans plusieurs grands projets de construction d'eau et d'eaux usées; et

**ATTENDU QUE** l'administration est d'avis que le maintien des services de OCWA pendant les trois prochaines années est bénéfique pour assurer la stabilité et la continuité des opérations;

**QUE** le Comité plénier recommande que le Conseil autorise le maire et la greffière de préparé et exécuté l'amendement a l'entente de service entre Ontario Clean Water Agency et la Corporation de la Cité de Clarence-Rockland datée du 17 mars 2014 et adopter par le règlement 2014-29, pour prolonger l'entente d'un terme de 3 ans jusqu'au 31 octobre 2023.

**ADOPTÉE**

## **8.3 Politique sur les réserves et les fonds de réserve**

Suite aux questions, Pierre Boucher explique que si des interventions sont nécessaires pour la gare de Bourget, les argents seront disponibles dans la réserve pour les bâtiments.

## **RECOMMANDATION COW2020-72**

**Proposée par** Samuel Cardarelli

**Appuyée par** André J. Lalonde

**QUE** le comité plénier recommande au conseil d'adopter la politique proposée FIN20-03 sur la gestion des réserves et fonds de réserve; et

**QUE** le comité plénier recommande au conseil d'adopter la recommandation de modifier le nom de la réserve General Government à General Working Capital; et

**QUE** le comité plénier recommande au conseil d'autoriser la fermeture de la réserve Train Station Gare Bourget et que le solde de cette dernière de 147 042 \$ soit transféré à la réserve de Building ; et

**QUE** le comité plénier recommande au conseil d'autoriser la fermeture de la réserve Informatique et que le solde de cette dernière de 22 118.93 \$ soit transféré à la réserve de General working capital ; et

**QUE** le comité plénier recommande au conseil d'autoriser la fermeture de la réserve Police et que le solde de cette dernière de 20 428 \$ soit transféré à la réserve de General working capital; et

**QUE** le comité plénier recommande au conseil d'autoriser la fermeture de la réserve Berges - Clarence Point et que le solde de cette dernière de 55 509.51 \$ soit transféré à la réserve d'Équipement; et

**QUE** le comité plénier recommande au conseil d'autoriser la fermeture de la réserve Protection Fire et que le solde de cette dernière de 60 000 \$ soit transféré à la réserve d'Équipement.

**ADOPTÉE**

### **8.4 Report du projet capital de remplacement des marches extérieures de l'aréna de Clarence Creek**

Suite aux questions, Pierre Boucher explique que les plans et devis ont été préparés par une firme d'ingénierie, en collaboration avec la Cité, à cause de l'aspect structural du projet.

Suite aux questions Pierre Boucher explique qu'il fera le suivi auprès de Jean-Luc Jubinville relativement au design de l'escalier.

Suite aux questions, Pierre Boucher explique que beaucoup de facteurs ont augmenté les prix des soumissions en comparaison avec les estimations, notamment la pandémie et la contamination du sol.

**RECOMMANDATION COW2020-73**

**Proposée par** André J. Lalonde

**Appuyée par** Diane Choinière

**QUE** le rapport LOI2020-09-01 soit reçu à titre d'information.

**ADOPTÉE**

**9. Autres items** (aucun)

**10. Ajournement**

Le maire lève l'assemblée à 20h12.

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Guy Desjardins, Maire

Maryse St-Pierre, Greffière adjointe





## REPORT N° FIN2020-023

<b>Date</b>	21/08/2020
<b>Submitted by</b>	Frédéric Desnoyers
<b>Subject</b>	2021 Budget Guideline Report
<b>File N°</b>	N/A

1) **NATURE/GOAL :**

This report sets out the requirement for budgetary direction from council to facilitate staff's preparation of the 2021 budget.

2) **DIRECTIVE/PREVIOUS POLICY :**

N/A

3) **DEPARTMENT'S RECOMMENDATION :**

**THAT** the Committee of the Whole recommends that Council accepts the 2021 budget timetable, as proposed in Report No. FIN2020-023; and

**THAT** Council provide staff with direction with respect to the tax rate increase for 2021; and

**THAT** Council approve the budget deliberations process, as described in Report No. FIN2020-023.

**QUE** le comité plénier recommande que le Conseil accepte le calendrier pour le budget 2021, tel que proposé au rapport no. FIN2019-023; et

**QUE** le Conseil donne à l'administration une direction concernant l'augmentation du taux de taxe 2021; et

**QUE** le Conseil approuve le processus de délibération budgétaire, tel que décrit dans le rapport no. FIN2020-023.

4) **BACKGROUND :**

In order for staff to begin the detailed budget process, it is important that Council provides direction so that the draft budget that is provided to Council is aligned with their vision.

The past 5 years' increases in the City's tax rates are identified in table 1:

<b>Table 1 – Property Tax Rate Changes – City Services</b>				
2020	2019	2018	2017	2016
3.00%	2.92%	2.84%	2.46%	1.96%

\*Average of 2.64%

#### 5) **DISCUSSION :**

The budget changes presented in Appendix A represents primarily the changes required to maintain the same service level as 2020.

The 2021 budget guidelines and draft timeline are submitted for Council's consideration. The following information is for the consideration of Council.

#### Budget timetable

The 2021 budget timetable is identified below for Council's consideration

<b>Table 2 – PROPOSED 2020 BUDGET TIMETABLE</b>	
Budget Guideline Report – Council	<b>September</b>
Operating budget workshop – Staff	<b>September</b>
Capital budget workshop – Staff	<b>October</b>
Draft budget book – Council/Public	<b>October 19</b>
Council deliberations (including Library Board and public presentations)	<b>November 3,4,5</b>
Council deliberations (if needed)	<b>November 9 &amp; 10</b>
Council approval	<b>December 7</b>

#### Budget deliberation process

The administration is always rethinking the budget deliberation process in order to be more effective.

Once a target is set by Council regarding the tax rate adjustment, administration will prepare the budget to reflect Council's vision. Council will receive a budget report outlining how the tax rate was achieved. The budget book will contain all of the detailed adjustments necessary to reach Council's goal.

The same option as the 2020 budget process is proposed for the budget deliberation.

A general presentation will be made to explain all of the significant changes and their impact on the operational budget. There will be a question period at the end where Council can ask any question that they would like and propose adjustments, if needed. Capital projects will be presented one by one to Council for review and approval. The proposed option would take approximately 2 nights, 1 for the operating budget and 1 for the capital budget.

#### Grant funding:

The impact of the Provincial government on municipal funding levels cannot be addressed until further details are known. As of the writing of this report there have been no confirmations of the funding identified below. This is normal. Approvals typically come in close to budget review in November. The following is a summary of the provincial funding that is in the City's 2019 budget base, that have not yet been confirmed for 2021:

- Federal Gas Tax: \$743,602
- Ontario Municipal Partnership Grant: \$615,300
- Library grant: \$24,268
- Ontario Community Infrastructure Fund (OCIF): \$591,090
- Child-care subsidies (FGF): \$458,285
- UCPR road grant: \$445,835

#### **Tax-Supported operating budget:**

Staff have initiated the internal budget process for 2021 and, as such, the list of potential pressures and risks are being compiled and will be brought forward through the budget process in the Fall. The pressures and risks will be thoroughly reviewed to ensure that the 2021 budget request minimizes the impact to the tax levy. The known budget pressures and impact on the tax rate are identified in a summary on Appendix A and in detailed in Appendix B, attached. At this point in time the budget pressures are resulting in a 5.83% tax increase. Should Council set a tax rate of 3% that means a further reduction of 2.83% would need to occur.

As mentioned above staff will continue to review this list and look for options to reduce and mitigate the impact to the tax rate.

#### Covid 19:

Many budgets have remained unchanged because they will depend on whether the current situation of Covid 19 remains. The 2 main sectors affected are the daycares and recreational facilities. For both, the budget has remained unchanged because the provincial government has shown support to cover Covid 19 additional operating costs.

If more information is known upon working on the final draft budget, staff will adjust the budget accordingly.

### Municipal fees and charges:

Staff undertook a comprehensive review of all its fees and charges during the 2020 budget and proposed a general increase of 2% to meet market conditions. As was the case last year, it is expected that Director's will again review their fees and charges but that the increases will be more in line with inflation. An increase of 2-3% on all smaller fees and licences is included in the pressures.

### **Capital budget:**

The 10 Year plan approved in 2017 will be used as a foundation for the 2020 Capital budget. An increase of \$386,000 to contributions to reserves is included in the changes for the operational budget, primarily to cover for inflation in the capital budget costs.

### **Council input:**

Throughout the deliberations Council will be able to provide input on the 2021 budget by approving and proposing changes to the draft budget. Additionally, the asset management plan will be used to draft the 2021 capital budget, Council will also be providing input by approving and proposing changes to the capital projects.

### **Rates Services:**

#### Water and Sewer services

In 2019, Hemson Consulting provided an updated model of the City's water and sewer rates. It proposes average rate increases of 2% for the variable rate and 4% for the fix rate over the next few years for the maintenance and future growth of our water and sewer infrastructure. The proposed rates for 2021 are provided in table 2. The proposed increase will be analysis to make sure enough revenue is collected to cover all water & sewer expenses.

#### Waste Services

In 2016, the City tendered its waste management contract and Tomlinson Inc. was the preferred proponent. In the 2020 budget, Council revisited the rates for waste and made changes to the billing for home-based businesses and increased the commercial rate. The rates for 2021 will be based on a review of 2018, 2019 & 2020 data and the rates will be set in time for the approval of the 2021 budget.

### 6) **CONSULTATION:**

Consultation will occur as proposed in the budget timetable

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



Senior management have been involved in the discussions which helped generate this report.

- 8) **FINANCIAL IMPACT (expenses/material/etc.):**  
As included in this report

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

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

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

- 12) **SUPPORTING DOCUMENTS:**  
Appendix A – 2021 Budget pressures – Summary  
Appendix B – 2021 Budget pressures – Detailed



## Cité de / City of Clarence-Rockland

## Budget 2021 Budget

Par Objet de dépense / By Major Object	Salaires et avantages sociaux / Salaries and benefits	Coûts d'opérations / Operating costs	Contribution aux réserves / Contributions to reserves	Subventions / Grants	Revenus / Revenues	Frais d'utilisation / User fees	Total
<b>Département / Department</b>							
Revenus et dépenses corporatifs / Corporate Revenues and Expenses	425,000	19,000	446,000	-	-394,970	-12,000	483,030
Conseil / City Council	-	-	-	-	-	-	-
Directrice générale / Chief Administrative Officer	-	5,000	5,000	-	-	-	10,000
Finances / Finance	-	-	-	-	-	-	-
Technologie de l'information / Information Technology	-	39,700	-	-	-	-	39,700
Service de la protection / Protective Services	16,611	-39,276	2,754	-	-11,796	-10,883	-42,590
Infrastructure et aménagement du territoire / Infrastructure and Planning	153,000	-67,310	136,180	-	1,600	-	223,470
Services communautaires / Community Services	-	350,000	-	-	-	-	350,000
Services de garderie / Day Care Services	75,000	-	-	-	-	-	75,000
Transport en commun / Public Transit	-	-	-	-	-	-	-
Bibliothèque / Public Library	22,150	-	-	-	-	-	22,150
Police provinciale de l'Ontario / Ontario Provincial Police	-	68,690	-	-	-	-	68,690
Total	691,761	375,804	589,934	-	-405,166	-22,883	1,229,450

## Cité de / City of Clarence-Rockland

## Budget 2021 Budget

Par catégorie / By Category	Non discrétionnaire / Non-discretionary	Discrétionnaire / Discretionary	Niveau de service / Service level	Transfert interne / Internal transfer	Total
<b>Département / Department</b>					
Revenus et dépenses corporatifs / Corporate Revenues and Expenses	109,030	-12,000	386,000	-	483,030
Conseil / City Council	-	-	-	-	-
Directrice générale / Chief Administrative Officer	-	5,000	5,000	-	10,000
Finances / Finance	-	-	-	-	-
Technologie de l'information / Information Technology	-	3,200	36,500	-	39,700
Service de la protection / Protective Services	-14,006	-28,584	-	-	-42,590
Infrastructure et aménagement du territoire / Infrastructure and Planning	18,760	62,240	142,470	-	223,470
Services communautaires / Community Services	-	350,000	-	-	350,000
Services de garderie / Day Care Services	75,000	-	-	-	75,000
Transport en commun / Public Transit	-	-	-	-	-
Bibliothèque / Public Library	22,150	-	-	-	22,150
Police provinciale de l'Ontario / Ontario Provincial Police	68,690	-	-	-	68,690
<b>Total</b>	<b>279,624</b>	<b>379,857</b>	<b>569,970</b>	<b>-</b>	<b>1,229,450</b>
Augmentation taux d'imposition / Tax rate increase					
				<b>1% \$ 211,000</b>	<b>5.83%</b>

**Cité de / City of Clarence-Rockland**  
**2021 Budget 2021**  
**Changement majeurs / Major Changes**

Item	Objet de dépense / Major object	Description	Catégorie / Category	Montant / Amount	Commentaires / Comments
<b>Revenus et dépenses corporatifs / Corporate Revenues and Expenses</b>					
1	Frais d'utilisation / User fees	Tous les frais d'utilisation / All User fees	Discrétionnaire / Discretionary	- 12,000.00	Augmentation de 2 % de tous les frais / Increase of 2% in all fees
2	Revenus / Revenues	Revenus d'intérêts/ Interest Income	Discrétionnaire / Discretionary	???	Pour ajuster les revenus d'intérêts à l'actuel, affecter négativement par Covid-19 / To adjust interest revenue with actual, reduction caused by Covid-19
3	Contribution aux réserves / Contributions to reserves	Paiement à l'usage (Chemins) / Pay-as-you-go (Roads)	Niveau de service / Service level	211,000.00	Augmenter la contribution du fonds de réserve pour les routes de 1 % du taux de taxe, selon le règlement 2011-104 / Increase contribution to road reserve fund for 1% of tax rate per By-Law 2011-104
4	Contribution aux réserves / Contributions to reserves	Paiement à l'usage (Equipment) / Pay-as-you-go (Equipment)	Niveau de service / Service level	50,000.00	Augmenter la contribution à la réserve des équipements/ Increase contribution to equipment reserve
5	Contribution aux réserves / Contributions to reserves	Paiement à l'usage (Flotte) / Pay-as-you-go (Fleet)	Niveau de service / Service level	50,000.00	Augmenter la contribution à la réserve de la flotte / Increase contribution to fleet reserve
6	Contribution aux réserves / Contributions to reserves	Paiement à l'usage (Édifices) / Pay-as-you-go (Buildings)	Niveau de service / Service level	50,000.00	Augmenter la contribution à la réserve des bâtiments / Increase contribution to buildings reserve
7	Contribution aux réserves / Contributions to reserves	Paiement à l'usage (Dév économique) / Pay-as-you- go (Economic Dev).	Niveau de service / Service level	25,000.00	Augmenter la contribution à la réserve de développement économique / Increase contribution to economic development reserve
8	Contribution aux réserves / Contributions to reserves	Dette budgétaire / Debt budget	Non discrétionnaire / Non-discretionary	60,000.00	Pour la nouvelle dette a long terme / For new long term debt
9	Revenus / Revenues	Règlement des Infractions Provinciales / Provincial Offences Act Fines	Non discrétionnaire / Non-discretionary	???	En 2019, aucune répartition des CUPR n'a été reçu lié au Covid 19, à confirmer, base budgétaire est de 150 000 \$ / In 2019, no allocation was received from the UCPR because of Covid 19, to be confirmed, base budget is \$150,000
10	Coûts d'opérations / Operating costs	Conservation Authority	Non discrétionnaire / Non-discretionary	4,000.00	Conservation de la Nation Sud - Augmentation annuelle South Nation Conservation - annual increase
11	Coûts d'opérations / Operating costs	Assurance / Insurance	Non discrétionnaire / Non-discretionary	15,000.00	Augmentation annuelle / Annual increase

**Cité de / City of Clarence-Rockland**  
**2021 Budget 2021**  
**Changement majeurs / Major Changes**

Item	Objet de dépense / Major object	Description	Catégorie / Category	Montant / Amount	Commentaires / Comments
12	Revenus / Revenues	Augmentation des frais d'administration pour l'eau, les égouts et les déchets / Increase in Admin fees from Water, Sewer & Waste	Non discrétionnaire / Non-discretionary	- 6,890.00	Augmentation du coût de la vie pour l'eau, les égouts et les déchets / Cost of living increase from Water, Sewer & Waste
13	Revenus / Revenues	Frais administratifs / Administrative fees	Non discrétionnaire / Non-discretionary	- 8,080.00	Augmentation du coût de la vie du département de la construction, des garderies et de la bibliothèque / Cost of living increase from construction, daycares & library
14	Revenus / Revenues	Évaluation de la croissance / Assessment Base Growth	Non discrétionnaire / Non-discretionary	- 380,000.00	1.90 % d'augmentation / 1.90 % Increase
15	Contribution aux réserves / Contributions to reserves	Contribution à la réserve / Contribution to reserve	Transfert interne / Internal transfer	???	À confirmer : Pour ajuster la subvention du Fonds ontarien pour l'infrastructure communautaire (FOIC) / To be confirmed : To adjust the Ontario Community Infrastructure Fund grant (OCIF)
16	Revenus / Revenues	Subvention de route des CUPR / UCPR Road Grant	Transfert interne / Internal transfer	???	À confirmer : Pour ajuster la subvention reçue des Comtés Unis de Prescott Russell / To be confirmed : To adjust the grant received by the United Counties of Prescott and Russell
17	Contribution aux réserves / Contributions to reserves	Contribution à la réserve / Contribution to reserve	Transfert interne / Internal transfer	???	À confirmer : Pour ajuster la subvention reçue des Comtés Unis de Prescott et Russell / To be confirmed : To adjust the grant received by the United Counties of Prescott and Russell
18	Subventions / Grants	Subvention FOIC / OCIF Grant	Transfert interne / Internal transfer	???	À confirmer : Pour ajuster la subvention du Fonds ontarien pour l'infrastructure communautaire (FOIC) / To be confirmed : To adjust the Ontario Community Infrastructure Fund grant (OCIF)
19	Salaires et avantages sociaux / Salaries and benefits	Salaires et avantages sociaux / Salaries & benefits	Non discrétionnaire / Non-discretionary	425,000.00	Tous les salaires, coût de la vie (exclus les garderies, la librairie et les département à taux)/ All salaries, cost of living (excluding daycares, library and rates departments)
20	Contribution aux réserves / Contributions to reserves	Paiement à l'usage (Equipment) / Pay-as-you-go (Equipment)	Transfert interne / Internal transfer	10,000.00	Modification selon la nouvelle politique de réserve et fonds de réserve / Change per the new reserve and reserve fund policy
21	Contribution aux réserves / Contributions to reserves	Paiement à l'usage (Protection) / Pay-as-you-go (Protective services)	Transfert interne / Internal transfer	- 10,000.00	Modification selon la nouvelle politique de réserve et fonds de réserve / Change per the new reserve and reserve fund policy

**Cité de / City of Clarence-Rockland**  
**2021 Budget 2021**  
**Changement majeurs / Major Changes**

Item	Objet de dépense / Major object	Description	Catégorie / Category	Montant / Amount	Commentaires / Comments
<b>Finances / Finance</b>					
1	Coûts d'opérations / Operating costs	Provision pour comptes recevables / Provision for A/R	Transfert interne / Internal transfer	15,000.00	Pour ajuster à la dépense actuelle / To adjust to actual
2	Coûts d'opérations / Operating costs	Frais bancaires / Bank charges	Transfert interne / Internal transfer	3,000.00	Pour ajuster à la dépense actuelle / To adjust to actual
3	Coûts d'opérations / Operating costs	Contrat / Contract	Transfert interne / Internal transfer	- 18,000.00	Pour ajuster à la dépense actuelle / To adjust to actual
<b>Technologie de l'information / Information Technology</b>					
1	Coûts d'opérations / Operating costs	Équipements / Hardware	Niveau de service / Service level	7,000.00	Cyber équipements / Cyber equipment
2	Coûts d'opérations / Operating costs	Kilométrage / Mileage	Discrétionnaire / Discretionary	200.00	Pour le déplacement du personnel dans la municipalité / For the movement of personnel within the municipality
3	Coûts d'opérations / Operating costs	Fournitures de bureau / Office Supplies	Discrétionnaire / Discretionary	3,000.00	Modifications au bureau pour accommoder, nouvel employé / Office changes for new staff
4	Coûts d'opérations / Operating costs	Licences et renouvellements de logiciels / Software Licenses & Renewals	Niveau de service / Service level	19,500.00	Office 365 + Cyber services
5	Coûts d'opérations / Operating costs	Consultant / Consultant	Niveau de service / Service level	10,000.00	Consultant pour formation à Office365 / Training consultant to move everyone to Office365
<b>Directrice générale / Chief Administrative Officer</b>					
1	Coûts d'opérations / Operating costs	Promotion	Niveau de service / Service level	2,000.00	Publicité supplémentaire / Increase advertising
2	Coûts d'opérations / Operating costs	Formation / Training	Niveau de service / Service level	3,000.00	Formation supplémentaire / Additional training
3	Contribution aux réserves / Contributions to reserves	Réserve d'élection / Election reserve	Discrétionnaire / Discretionary	5,000.00	Ajout à la contribution annuelle à la réserve pour les élections / Additional contribution to the reserve for election
<b>Infrastructure et aménagement du territoire / Infrastructure and Planning</b>					
1	Revenus / Revenues	Vente de ferraille / Sale of scrap metal	Non discrétionnaire / Non-discretionary	1,500.00	Pour ajuster le revenu à l'actuel / To adjust to actual revenue
2	Salaires et avantages sociaux / Salaries and benefits	Salaires et avantages sociaux / Salaries & benefits	Niveau de service / Service level	70,000.00	Ajout d'une ressource à temps plein / New full-time position
3	Coûts d'opérations / Operating costs	Téléphone / Phone	Non discrétionnaire / Non-discretionary	560.00	Pour ajuster à la dépense actuelle / To adjust to actual

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Item	Objet de dépense / Major object	Description	Catégorie / Category	Montant / Amount	Commentaires / Comments
4	Coûts d'opérations / Operating costs	Fournitures de bureau / Office Supplies	Discrétionnaire / Discretionary	1,500.00	Pour ajuster à la dépense actuelle / To adjust to actual
5	Coûts d'opérations / Operating costs	Licences radio (GPS) / Radio Licences (GPS)	Discrétionnaire / Discretionary	4,760.00	Augmentation prévu dans le contrat / Increase planned in new contract
6	Coûts d'opérations / Operating costs	Radios Portables - Communications / Portable Radios - Communications	Discrétionnaire / Discretionary	7,500.00	Augmentation prévu dans le contrat / Increase planned in new contract
7	Coûts d'opérations / Operating costs	Eau / Water	Non discrétionnaire / Non-discretionary	250.00	Coût de la vie et augmentations / Cost of living and increments
8	Coûts d'opérations / Operating costs	Contrat de mélange à chaud / Hot mix contracts	Transfert interne / Internal transfer	15,000.00	Augmentation à la base budgétaire pour rencontrer la maintenance minimum / Increase to the budget base to meet minimum maintenance
9	Coûts d'opérations / Operating costs	Réparation des trottoirs / Sidewalks repairs	Transfert interne / Internal transfer	10,000.00	Augmentation à la base budgétaire pour rencontrer la maintenance minimum / Increase to the budget base to meet minimum maintenance
10	Coûts d'opérations / Operating costs	Resurfacement de gravier - Matériaux / Gravel resurfacing - Materials	Transfert interne / Internal transfer	- 25,000.00	Moins de travaux nécessaires, selon le plan en 2021 / Less area to cover per the plan in 2021
11	Coûts d'opérations / Operating costs	Contrat de mélange à chaud / Hot mix contracts	Transfert interne / Internal transfer	- 149,500.00	Programme sur trois ans entre le mélange à chaud, la réparation des trottoirs et le nettoyage des fossés. Permet de concentrer les efforts de temps et d'argent. Meilleurs résultats sur trois ans / Three-year program between hot mix, sidewalk repairs and ditch cleaning Allows to focus time and money efforts Best results over three years
12	Coûts d'opérations / Operating costs	Contrats égoûts pluviales rurales / Contracts rural storms	Transfert interne / Internal transfer	149,500.00	Programme sur trois ans entre le mélange à chaud, la réparation des trottoirs et le nettoyage des fossés. Permet de concentrer les efforts de temps et d'argent. Meilleurs résultats sur trois ans / Three-year program between hot mix, sidewalk repairs and ditch cleaning Allows to focus time and money efforts Best results over three years
13	Coûts d'opérations / Operating costs	Contrat - balayage de rues / Contracts sweeping	Discrétionnaire / Discretionary	2,000.00	Pour ajuster avec l'augmentation prévu dans le coût du contrat / To adjust per the plan increase in the new contract



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Item	Objet de dépense / Major object	Description	Catégorie / Category	Montant / Amount	Commentaires / Comments
14	Coûts d'opérations / Operating costs	Traçage de lignes / Line Painting	Discrétionnaire / Discretionary	3,300.00	Pour ajuster avec l'augmentation prévu dans le coût du contrat / To adjust per the plan increase in the new contract
15	Coûts d'opérations / Operating costs	Tonte de gazon / Grass Mowing	Discrétionnaire / Discretionary	- 10,000.00	Pour ajuster à la dépense actuelle du nouveau contrat / To adjust to actual cost per new contract
16	Coûts d'opérations / Operating costs	Contrôle de poussière - contrat / Dust layer - Contracts	Discrétionnaire / Discretionary	19,000.00	Pour ajuster à la dépense actuelle du nouveau contrat / To adjust to actual cost per new contract
17	Contribution aux réserves / Contributions to reserves	Contribution de la réserve de neige / Contribution from Snow Reserve	Discrétionnaire / Discretionary	234,000.00	Pour ajuster les dépenses de neige avec la nouvelle évaluation des coûts / To adjust snow expenses with the new cost evaluation
18	Coûts d'opérations / Operating costs	Déneigement et salage - Matériaux / Snow plowing & salting - Materials	Discrétionnaire / Discretionary	- 60,000.00	Pour ajuster les dépenses de neige avec la nouvelle évaluation des coûts / To adjust snow expenses with the new cost evaluation
19	Coûts d'opérations / Operating costs	Déneigement & salage - Contrats / Snow plowing & salting - Contracts	Discrétionnaire / Discretionary	- 25,000.00	Pour ajuster les dépenses de neige avec la nouvelle évaluation des coûts / To adjust snow expenses with the new cost evaluation
20	Coûts d'opérations / Operating costs	Location de terrain - décharge à neige / Rent of land - snow dump	Discrétionnaire / Discretionary	- 1,000.00	Pour ajuster les dépenses de neige avec la nouvelle évaluation des coûts / To adjust snow expenses with the new cost evaluation
21	Coûts d'opérations / Operating costs	Déneigement - contrats / Snow removal - Contracts	Discrétionnaire / Discretionary	- 15,000.00	Pour ajuster les dépenses de neige avec la nouvelle évaluation des coûts / To adjust snow expenses with the new cost evaluation
22	Contribution aux réserves / Contributions to reserves	Contribution à la réserve de neige / Contribution to Snow Reserve	Discrétionnaire / Discretionary	- 10,000.00	Pour ajuster les dépenses de neige avec la nouvelle évaluation des coûts / To adjust snow expenses with the new cost evaluation
23	Coûts d'opérations / Operating costs	Amerrissage de neige / ponceau - Contrats / Snow ditching / culvert - Contracts	Discrétionnaire / Discretionary	- 1,000.00	Pour ajuster les dépenses de neige avec la nouvelle évaluation des coûts / To adjust snow expenses with the new cost evaluation

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Item	Objet de dépense / Major object	Description	Catégorie / Category	Montant / Amount	Commentaires / Comments
24	Revenus / Revenues	Vente d'huile usée / Waste Oil Purchase	Non discrétionnaire / Non-discretionary	100.00	Pour ajuster le revenu à l'actuel/ To adjust to actual revenue
25	Coûts d'opérations / Operating costs	Licenses pour véhicules / Vehicle Licences	Non discrétionnaire / Non-discretionary	1,000.00	Pour ajuster à la dépense actuelle/ To adjust to actual
<b>Construction / Building permits</b>					
26	Contribution aux réserves / Contributions to reserves	Contribution du fonds de réserve / Contribution from reserve fund	Discrétionnaire / Discretionary	- 87,820.00	Pour équilibrer les frais supplémentaires / To balance additional fees
27	Salaires et avantages sociaux / Salaries and benefits	Salaires et avantages sociaux / Salaries & benefits	Non discrétionnaire / Non-discretionary	13,000.00	Coût de la vie et augmentations / Cost of living and increments
28	Salaires et avantages sociaux / Salaries and benefits	Salaires et avantages sociaux / Salaries & benefits	Niveau de service / Service level	70,000.00	Ajout d'une ressource à temps plein / New full-time position
29	Coûts d'opérations / Operating costs	Bottes et vêtements / Boots and clothing	Niveau de service / Service level	500.00	Ajout d'une ressource/ New position
30	Coûts d'opérations / Operating costs	Assurance / Insurance	Niveau de service / Service level	70.00	Ajout d'un véhicule / Addition of a vehicle
31	Coûts d'opérations / Operating costs	Téléphone / Phone	Niveau de service / Service level	500.00	Ajout d'une ressource/ New position
32	Coûts d'opérations / Operating costs	Dépenses véhicules / Vehicle expenses	Niveau de service / Service level	1,400.00	Ajout d'un véhicule / Addition of a vehicle
33	Coûts d'opérations / Operating costs	Frais administratifs / Administrative fees	Non discrétionnaire / Non-discretionary	2,350.00	Coût de la vie et augmentations / Cost of living and increments
<b>Services communautaires / Community Services</b>					

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Item	Objet de dépense / Major object	Description	Catégorie / Category	Montant / Amount	Commentaires / Comments
1	Coûts d'opérations / Operating costs	Aréna Clarence-Rockland / Clarence-Rockland Arena	Discrétionnaire / Discretionary	350,000.00	Reprise des opérations / Take-over of operations
<b>Service de la protection / Protective Services</b>					
1	Revenus / Revenues	Divers / Miscellaneous	Discrétionnaire / Discretionary	- 6,396.00	Pour ajuster le revenu à l'actuel / To adjust to actual revenue
2	Frais d'utilisation / User fees	Frais d'inspections / Inspection Fees	Non discrétionnaire / Non-discretionary	176.00	Pour ajuster le revenu à l'actuel / To adjust to actual revenue
3	Frais d'utilisation / User fees	Revenus de fausses alarmes / False Alarm Fees	Non discrétionnaire / Non-discretionary	- 656.00	Pour ajuster le revenu à l'actuel / To adjust to actual revenue
4	Revenus / Revenues	Fire Marque	Non discrétionnaire / Non-discretionary	- 5,400.00	Pour ajuster le revenu à l'actuel / To adjust to actual revenue
5	Frais d'utilisation / User fees	Frais d'inscription au cours - RTC / Course Registration Fees - RTC	Transfert interne / Internal transfer	200.00	Pour ajuster le revenu à l'actuel / To adjust to actual revenue
6	Frais d'utilisation / User fees	Amendes de stationnement / Parking Fines	Non discrétionnaire / Non-discretionary	8,450.00	Pour ajuster le revenu à l'actuel / To adjust to actual revenue
7	Frais d'utilisation / User fees	Permis de feu à ciel ouvert / Open Air Burning Permits	Non discrétionnaire / Non-discretionary	- 19,053.00	Pour ajuster le revenu à l'actuel / To adjust to actual revenue
8	Coûts d'opérations / Operating costs	Frais de conférence et de convention / Conference and Convention Fees	Non discrétionnaire / Non-discretionary	- 950.00	Pour ajuster à la dépense actuelle / To adjust to actual
9	Coûts d'opérations / Operating costs	Frais de cours et de formation / Course and Tuition Fees	Non discrétionnaire / Non-discretionary	- 1,952.00	Pour ajuster à la dépense actuelle / To adjust to actual
10	Coûts d'opérations / Operating costs	Frais d'internet / Internet Fees	Non discrétionnaire / Non-discretionary	- 300.00	Pour ajuster à la dépense actuelle / To adjust to actual
11	Coûts d'opérations / Operating costs	Adhésion / Membership	Non discrétionnaire / Non-discretionary	2,018.75	Pour ajuster à la dépense actuelle / To adjust to actual
12	Coûts d'opérations / Operating costs	Fournitures de bureau / Office Supplies	Non discrétionnaire / Non-discretionary	- 750.00	Pour ajuster à la dépense actuelle / To adjust to actual
13	Coûts d'opérations / Operating costs	Licences radio / Radio Licenses	Discrétionnaire / Discretionary	251.50	Pour ajuster à la dépense actuelle / To adjust to actual
14	Coûts d'opérations / Operating costs	Software Licences & Renewals	Non discrétionnaire / Non-discretionary	5,310.25	Pour ajouter la maintenance du nouveau logiciel de gestion des documents électronique / To add annual maintenance cost of the new records management software

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Item	Objet de dépense / Major object	Description	Catégorie / Category	Montant / Amount	Commentaires / Comments
15	Coûts d'opérations / Operating costs	Téléphone / Phone	Non discrétionnaire / Non-discretionary	- 900.00	Pour ajuster à la dépense actuelle / To adjust to actual
16	Coûts d'opérations / Operating costs	Air	Discrétionnaire / Discretionary	- 8,875.00	Réduction en rapport du remplacement des Appareil respiratoires autonomes du département (APRIA) proposé dans le budget en capital 2021 / Reduction related to the Replacement of Self-Contained Breathing Apparatus (SCBA) proposed in the 2021 budget
17	Coûts d'opérations / Operating costs	Réparations d'équipements / Equipment Repairs	Discrétionnaire / Discretionary	- 9,000.00	Réduction en rapport du remplacement des Appareil respiratoires autonomes du département (APRIA) proposé dans le budget en capital 2021 / Reduction related to the Replacement of Self-Contained Breathing Apparatus (SCBA) proposed in the 2021 budget
18	Coûts d'opérations / Operating costs	Nettoyage et réparation des vêtements de protection / Cleaning & Repairs of Bunker gear	Discrétionnaire / Discretionary	- 1,750.00	Pour ajuster à la dépense actuelle / To adjust to actual
19	Coûts d'opérations / Operating costs	Fournitures / Supplies	Discrétionnaire / Discretionary	- 12,670.00	Réduction en rapport du remplacement des Appareil respiratoires autonomes du département (APRIA) proposé dans le budget en capital 2021 / Reduction related to the Replacement of Self-Contained Breathing Apparatus (SCBA) proposed in the 2021 budget
20	Salaires et avantages sociaux / Salaries and benefits	Salaires à temps partiel / Part-time Wages	Discrétionnaire / Discretionary	16,611.00	Programme d'alarme de fumée. FPPA: (a) établir un programme dans la municipalité qui doit inclure l'éducation du public concernant la sécurité-incendie et certains éléments de la prévention des incendies / Smoke Alarm program. FPPA: (a) establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention
21	Coûts d'opérations / Operating costs	Services de courriers / Courier Services	Transfert interne / Internal transfer	- 400.00	Pour ajuster à la dépense actuelle / To adjust to actual
22	Coûts d'opérations / Operating costs	Repas / Meals	Transfert interne / Internal transfer	- 240.00	Pour ajuster à la dépense actuelle / To adjust to actual
23	Coûts d'opérations / Operating costs	Fournitures de bureau / Office Supplies	Transfert interne / Internal transfer	- 764.00	Pour ajuster à la dépense actuelle / To adjust to actual
24	Coûts d'opérations / Operating costs	Matériel éducatif / Educational Materials	Transfert interne / Internal transfer	- 200.00	Pour ajuster à la dépense actuelle / To adjust to actual
25	Coûts d'opérations / Operating costs	Location d'équipements / Equipment Rental	Transfert interne / Internal transfer	- 750.00	Pour ajuster à la dépense actuelle / To adjust to actual
26	Coûts d'opérations / Operating costs	Réparations d'équipements / Equipment Repairs	Transfert interne / Internal transfer	- 600.00	Pour ajuster à la dépense actuelle / To adjust to actual
27	Contribution aux réserves / Contributions to reserves	Contribution à la réserve du centre d'entraînement / Contribution to RTC reserve	Transfert interne / Internal transfer	2,754.00	Pour balancer les revenus et dépenses du centre d'entraînement régional / To balance RTC revenues and expenses

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Item	Objet de dépense / Major object	Description	Catégorie / Category	Montant / Amount	Commentaires / Comments
28	Coûts d'opérations / Operating costs	Publicité / Advertising	Discrétionnaire / Discretionary	- 1,500.00	Pour ajuster à la dépense actuelle/ To adjust to actual
29	Coûts d'opérations / Operating costs	Programme de compensation de la faune / Wildlife compensation program	Discrétionnaire / Discretionary	- 500.00	Pour ajuster à la dépense actuelle/ To adjust to actual
30	Coûts d'opérations / Operating costs	Matériel informatique / Computer Supplies	Discrétionnaire / Discretionary	2,800.00	Pour ajuster à la dépense actuelle/ To adjust to actual
31	Coûts d'opérations / Operating costs	Licences de chien / Dog Licenses	Discrétionnaire / Discretionary	300.00	Pour ajuster à la dépense actuelle/ To adjust to actual
32	Coûts d'opérations / Operating costs	Services de fourrière / Impound Services	Discrétionnaire / Discretionary	- 900.00	Pour ajuster à la dépense actuelle/ To adjust to actual
33	Coûts d'opérations / Operating costs	Assurance véhicules / Insurance - Vehicles	Discrétionnaire / Discretionary	170.00	Pour ajuster à la dépense actuelle/ To adjust to actual
34	Coûts d'opérations / Operating costs	Fournitures de bureau / Office Supplies	Discrétionnaire / Discretionary	- 950.00	Pour ajuster à la dépense actuelle/ To adjust to actual
35	Coûts d'opérations / Operating costs	Impression / Printing	Discrétionnaire / Discretionary	- 850.00	Pour ajuster à la dépense actuelle/ To adjust to actual
36	Coûts d'opérations / Operating costs	Vêtements de protection / Protective Clothing	Discrétionnaire / Discretionary	- 1,205.00	Pour ajuster à la dépense actuelle/ To adjust to actual
37	Coûts d'opérations / Operating costs	Licences radio / Radio Licenses	Discrétionnaire / Discretionary	720.00	Pour ajuster à la dépense actuelle/ To adjust to actual
38	Coûts d'opérations / Operating costs	Programmes spéciaux / Special Program	Discrétionnaire / Discretionary	- 500.00	Pour ajuster à la dépense actuelle/ To adjust to actual
39	Coûts d'opérations / Operating costs	Formation du personnel / Staff Training	Discrétionnaire / Discretionary	- 860.00	Pour ajuster à la dépense actuelle/ To adjust to actual
40	Coûts d'opérations / Operating costs	Fournitures / Supplies	Discrétionnaire / Discretionary	- 3,580.00	Pour ajuster à la dépense actuelle/ To adjust to actual
41	Coûts d'opérations / Operating costs	Téléphone / Phone	Discrétionnaire / Discretionary	- 400.00	Pour ajuster à la dépense actuelle/ To adjust to actual
42	Coûts d'opérations / Operating costs	Location de véhicule / Vehicle Rental	Discrétionnaire / Discretionary	- 1,000.00	Pour ajuster à la dépense actuelle/ To adjust to actual
43	Coûts d'opérations / Operating costs	Dépenses de véhicules / Vehicle Expenses	Discrétionnaire / Discretionary	1,500.00	Pour ajuster à la dépense actuelle/ To adjust to actual

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<b>Item</b>	<b>Objet de dépense / Major object</b>	<b>Description</b>	<b>Catégorie / Category</b>	<b>Montant / Amount</b>	<b>Commentaires / Comments</b>
<b>44</b>	Coûts d'opérations / Operating costs	Services de la P.P.O. / OPP Services	Non discrétionnaire / Non-discretionary	68,689.66	Augmentation annuelle (non-confirmé), hypothèse à 2% / Annual increase (not confirmed) 2% assumption
<b>Services de garderie / Day Care Services</b>					
<b>1</b>	Salaires et avantages sociaux / Salaries and benefits	Salaires et avantages sociaux / Salaries & benefits	Non discrétionnaire / Non-discretionary	75,000.00	Coût de la vie et augmentations / Cost of living increase
<b>Bibliothèque / Public Library</b>					
<b>1</b>	Salaires et avantages sociaux / Salaries and benefits	Salaires et avantages sociaux / Salaries & benefits	Non discrétionnaire / Non-discretionary	22,150.00	Coût de la vie et augmentations / Cost of living increase



## REPORT N° INF2020-30

<b>Date</b>	28/08/2020
<b>Submitted by</b>	Philippe Cormier
<b>Subject</b>	Contract Extension Ontario Clean Water Association
<b>File N°</b>	INF2020-30

1) **NATURE/GOAL :**

The purpose of this report is to secure Council's approval to extend the Service Agreement between the city and the Ontario Clean Water Agency (OCWA) for a three-year period.

2) **DIRECTIVE/PREVIOUS POLICY :**

N/A

3) **DEPARTMENT'S RECOMMENDATION :**

**WHEREAS** the City's current Services Agreement with OCWA expires on October 31, 2020;

**AND WHEREAS** the agreement was for a 7-year period with the option to negotiate/review for 3 successive 1-year terms;

**AND WHEREAS** the City is currently engaged in several major water and wastewater construction projects;

**AND WHEREAS** the administration is of the opinion that retaining OCWA's services for the next 3 years is beneficial in terms of providing stability and continuity of operations;

**BE IT RESOLVED THAT** the Committee of the Whole recommends that Council authorize the Mayor and the Clerk to prepare and execute an amendment to the Service Agreement between the Ontario Clean Water Agency and the Corporation of the City of Clarence-Rockland adopted by By-law 2014-29 on the 17<sup>th</sup> day of March 2014, in order to allow an extension of the said contract for a three-year term, being until October 31st 2023.

**ATTENDU QUE** l'entente de services actuelle de la Ville avec OCWA expire le 31 octobre 2020;

**ET ATTENDU QUE** la durée de l'entente était de 7 ans avec la possibilité de négocier / réviser pour 3 mandats successifs d'un terme de 1 an.

**ET ATTENDU QUE** la Ville est présentement impliquée dans plusieurs

grands projets de construction d'eau et d'eaux usées;

**ET ATTENDU QUE** l'administration est d'avis que le maintien des services de OCWA pendant les trois prochaines années est bénéfique pour assurer la stabilité et la continuité des opérations;

**QU'IL SOIT RÉSOLU QUE** le Comité du Plénier recommande que le Conseil autorise le maire et la greffière de préparé et exécuté l'amendement a l'entente de service entre Ontario Clean Water Agency et la Corporation de la Cité de Clarence-Rockland datée du 17 mars 2014 et adopter par le by-law 2014-29, pour prolonger l'entente d'un terme de 3 ans jusqu'au 31 octobre 2023.

4) **BACKGROUND :**

In 2013, the municipality initiated a two-step competitive process which resulted in the City entering into a 7-year Services Agreement contract with OCWA. The terms of reference of the contract stipulated that the contractor would provide the following water/wastewater services:

- operate the City's water/wastewater facilities to meet all provincial/federal regulatory requirements
- provide full-time staff to operate and maintain water and wastewater facilities including pumping stations
- undertake regulatory reporting requirements
- attend Ministry of Environment, Climate and Parks (MECP) inspections as required
- as requested by staff, participate in capital project meetings

The contract is due to expire on October 31, 2020.

5) **DISCUSSION :**

Essentially, there are 4 options open to the city. They are:

Option 1: renew for a 1-year period as per Section 4.1 of the Services Agreement;

Option 2: renew for a three-year period;

Option 3: enter into negotiations with OCWA for a new term and/or scope of services;



Option 4: initiate a Request for Proposal (RFP) process to interested firms to provide the City's required water/wastewater services.

The City is currently involved in a \$22 million multi-year upgrade to the wastewater treatment plant and has entered into an agreement with the Nation Municipality for the provision of potable water from Rockland's water supply system. These 2 extensive capital undertakings, in addition to the annual water/wastewater servicing requirements, provides a strong rationale for extending OCWA's contract for a 3-year term.

OCWA has managed the City's water/wastewater infrastructure for the past 20yrs, they are completely familiar with the City's network and its operational demands. The Ontario Clean Water Agency as a whole has the expertise base of over 500 certified water and wastewater system operators across Ontario. This knowledge base will provide the necessary stability and continuity of operations needed by the City over the next 3 years.

Over the last 5 years of the current contract, OCWA has been operating and maintaining the City's systems safely, securely, efficiently and without compromise. They have gone above and beyond in many occasions in regards customer service, emergency repairs and preparing contingency plans to adapt to extraordinary circumstances (i.e. Floods, Droughts and Pandemic) to ensure proper continual operations of our systems.

Staff recommendation:

In view of the benefits detailed above with respect to extending OCWA's Services Contract for 3 years, staff recommends that Council agree to a three-year contract extension until October 31, 2023.

6) **CONSULTATION:**

N/A

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

N/A

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

Fees and adjustments are shown in the table below. All fees are in conjunction with ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES of the attached Services Agreement between OCWA and the City.

<b>Fixed Price for Operations</b>
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<b>Contract Year</b>	<b>Cost</b>	<b>CPI Yearly adjustment (Estimated at 2%)</b>	<b>Total Cost</b>
2021	\$1,607,893.00	2%	\$1,640,051.00
2022	\$1,640,051.00	2%	\$1,672,852.02
2023	\$1,672,852.02	2%	\$1,706,309.06
<b>Total cost of 3-year extension</b>			<b>\$5,019,212.08</b>

The Services Contract will contain a clause that the annual fee will be increased by the Canadian Consumer Price Index (CPI) for each year of the extension.

9) **LEGAL IMPLICATIONS :**

N/A

10) **RISK MANAGEMENT :**

Given the significant capital programs and associated consulting services required over the next few years for the waste treatment plant upgrades and the Nation Municipality water supply project in addition to regular City operational demands, staff feels that risk management will be optimized.

11) **STRATEGIC IMPLICATIONS :**

Extending OCWA's service contract is consistent with the city's approved strategic plan with respect to stewardship of its infrastructure.

12) **SUPPORTING DOCUMENTS:**

Services Agreement: Ontario Clean Water Agency and the Corporation of Clarence-Rockland

**SERVICES AGREEMENT**

**BETWEEN**

**ONTARIO CLEAN WATER AGENCY**

**A N D**

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

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## SERVICES AGREEMENT

THIS AGREEMENT effective as of the 1<sup>st</sup> day of November, 2013 (the "Effective Date"),

B E T W E E N

**ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX**, a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes of Ontario.

("OCWA")

A N D

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

(the "Client")

### RECITALS

- (a) OCWA is in the business of providing operations and maintenance services for drinking water and wastewater facilities.
- (b) The Client is the owner of the Rockland Water and Wastewater Treatment facilities and the Rockland Collection and Distribution systems more particularly described in Schedule A (the "Facilities").
- (c) The Client wishes to retain the services of OCWA to operate and maintain the Facilities in accordance with the provisions of this agreement (the "Agreement").
- (d) The Client and OCWA (collectively, the "Parties" and each a "Party") are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facilities.
- (e) The Council of the Client on the 17<sup>th</sup> day of MARCH, 2014 passed By-Law No. 2014-29 authorizing the Client to enter into this Agreement.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree as follows:

## **ARTICLE 1 - INTERPRETATION**

### **Section 1.1 - Definitions**

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

### **Section 1.2 - Interpretation**

The rule of construction that a document is to be construed more strictly against the Party who itself, or through its agent, drafted such document, shall not apply to this Agreement as it is agreed that the Parties, directly or through their agents, have participated in the preparation of this Agreement.

## **ARTICLE 2 - RESPONSIBILITIES OF OCWA**

### **Section 2.1 - Retention of OCWA**

- (a) The Client retains OCWA to provide expert management, operation, administration and maintenance services, including those services described in Schedule C to this Agreement, in respect of the Facilities and it is understood and agreed by the parties that OCWA is retained to provide complete, turn-key operations for the City's drinking water and wastewater systems and infrastructures (the "Services"). The Client acknowledges and agrees that OCWA bears no responsibility for the design of the Facilities.
- (b) OCWA shall, in executing this Agreement, accept all responsibilities as operating authority for the Client. OCWA understands and accepts the responsibilities as described under all Applicable Laws for the operation, maintenance and compliance of the Facilities.
- (c) The Client acknowledges and agrees that for the purposes of Section 449 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, OCWA is an agent of the Client.

### **Section 2.2 - Performance of Services**

- (a) OCWA shall deliver the Services in accordance with this Agreement and in compliance with all Applicable Laws, except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:
  - (i) the Client not making a required Capital Expenditures reasonably recommended by OCWA as per Section 4.6 herein;
  - (ii) failure of the Client to materially meet its representations and warranties specified in this Agreement;

- (iii) failure of any equipment at the Facilities, unless the failure is due to negligent maintenance by OCWA;
  - (iv) the water transmitted to the water treatment facility for treatment contains contaminants or pathogens which cannot be treated or removed by the facility's treatment processes;
  - (v) the quantity or quality of water transmitted to the water treatment facility exceeds the facility's design or operating capacity and could not have been mitigated against by OCWA;
  - (vi) the wastewater transmitted to the wastewater treatment facility for treatment does not meet the requirements of the Client's sewer use by-law or any Applicable Law;
  - (vii) the wastewater transmitted to the wastewater treatment facility for treatment contains contaminants or other substances which cannot be treated or removed by the facility's processes;
  - (viii) the quantity or quality of wastewater transmitted to the wastewater treatment facility exceeds the facility's design or operating capacity and could not have been mitigated against by OCWA.
  - (ix) operational upset conditions caused by the acceptance of septage or leachate;
- (b) OCWA may temporarily cease to provide or reduce the level of provision of Services hereunder in the event of an emergency, a breakdown or any Uncontrollable Circumstance. OCWA shall, except where it is not reasonably possible to do so, give the Client all reasonable advance notice of any such occurrence. OCWA shall to the best of its ability continue to meet all obligations of the Ontario Ministry of the Environment (MOE) and shall contact the Spills Action Centre or applicable agency in the event of a leak or spill at the Facilities.
- (c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by occurrences or circumstances beyond the reasonable control of OCWA (an "Uncontrollable Circumstance"), and which could not have been mitigated against by OCWA, including but not limited to any circumstances set out in Paragraph 2.2(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes and floods), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, pandemics, riots, explosions and fire.
- (d) OCWA, in its discretion, and limited by its authority detailed within this Agreement (authorization to modify capital equipment / change physical plant, etc.) may take



remedial measures that it determines are reasonable and necessary to attempt to maintain compliance with Applicable Laws and in the event that OCWA determines that a deficiency exists with respect to the operation of the Facilities, OCWA will immediately attempt to contact the Client via telephone and e-mail and obtain the Client's approval prior to undertaking any remedial measures to correct the deficiency. The Client acknowledges that such measures may be beyond the scope of the Services and thus subject to an additional charge provided that such measures were reasonably necessary and the cost kept to a minimum until authorization of the Client can be obtained.

- (e) Notwithstanding Paragraph 2.2(d) above, the Client recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, OCWA's primary concern will be to use all reasonable efforts to maintain the Facilities in compliance with Environmental Laws and that OCWA may be required to correct a deficiency or deal with the emergency situation without obtaining the Client's prior approval. Should such a situation arise, OCWA will, as soon as reasonably practicable, but not within less than one (1) Business Day, provide as much information as possible to the Client and will work with the Client to ensure the emergency situation is appropriately addressed.

### **Section 2.3 - Standard of Care**

As experts in the management, operations, administration and maintenance of water and wastewater facilities, OCWA shall deliver the Services in accordance with accepted standards for similar operators in the province of Ontario in like circumstances.

### **Section 2.4 - OCWA as Independent Contractor**

In performing the Services, OCWA shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither OCWA nor its employees, agents or subcontractors shall be subject to the direction and control of the Client, except as expressly provided in this Agreement.

### **Section 2.5 - Authorized Representatives**

Each of OCWA and the Client shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the "Authorized Representative(s)"). Each of the Parties shall be entitled to rely on the acts and approvals given by the other Party's Authorized Representative until such time as it receives a written notification of change of the other Party's Authorized Representative.

### **Section 2.6 - Indemnification of the Client**

- (a) OCWA shall at all times indemnify and save harmless the Client, its employees, agents and Members of Council from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the Client in respect to and loss, damage or injury to person or

property directly or indirectly arising out of, resulting from, or sustained as a result of this Agreement, the provision of Services, or any operations connected therewith except for those arising as a result of the negligence or willful misconduct of the Client.

- (b) The Client shall be deemed to hold the provisions of this Section 2.6 that are for the benefit of the Client's directors, officers, employees and agents in trust for such directors, officers, employees and agents as third party beneficiaries under this Agreement.
- (c) Notwithstanding Paragraph 2.6(a) above, OCWA shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance. This provision shall not apply to any applicable deductibles paid by the Client with respect to a Claim and any uninsured portion of a Claim.

### **Section 2.7 - Insurance**

- (a) OCWA shall maintain, subject to reasonable availability, insurance coverage as described in Schedule D to this Agreement (the "Insurance") and the Client shall be an additional insured under the Commercial General Liability and Contractor's Pollution Liability insurance. The Client acknowledges that, given the unpredictability of the insurance market, deductibles and coverage limits may not be available (or may not be reasonably priced) from year to year, and therefore, insurance coverage is reviewed annually. Increases above base year 2014 may be charged to the Client in accordance with Clause 4.2(ii) upon agreement in writing by the Client.
- (b) The Client specifically recognizes and agrees that neither OCWA nor the Crown bears any responsibility for the Pre-existing Condition(s) of the Facilities. As such, OCWA is not required to obtain insurance for this purpose and the Client has or will obtain its own insurance.
- (c) The Client shall be responsible for securing its own insurance for any other operations with which it is involved that are not part of the Services. The Client acknowledges that OCWA's Commercial General Liability and Contractor's Pollution Liability insurance shall not extend to cover any claims, exposure or liability beyond those directly or indirectly linked to the provision of Services by OCWA staff. The Client further acknowledges that it will have no recourse under OCWA's Commercial General Liability and Contractor's Pollution Liability insurance for any operations that do not form part of the Services.
- (d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule D.

### **Section 2.8 - Representations and Warranties of OCWA**

OCWA represents and warrants to the Client that the following are true and correct:

- (a) that it has full power and authority and has taken all necessary steps to enter into and perform its obligations under this Agreement;
- (b) OCWA's staff are trained and capable of providing the Services set out under this Agreement; and
- (c) that it will perform the Services to a standard which is acceptable for similar Facilities in the province of Ontario, and in accordance with Applicable Laws, subject to the terms of this Agreement.

### **Section 2.9 - Performance Bonds**

OCWA shall, over the duration of the contract, provide a performance bond signed and sealed by OCWA's surety or equivalent in the amount of 100% of the annual operating fees. The surety of the Operator and the bonds must be originals and shall be to the satisfaction of the Client.

## **ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT**

### **Section 3.1 - Representations and Warranties of the Client**

The Client represents and warrants to OCWA that the following are true and correct:

- (a) The Client has the full power and authority to enter into and perform its obligations under this Agreement.
- (b) The Client has passed all necessary By-Laws and has obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facilities, (including, without limitation, any Authorizations required from the Ontario Municipal Board and the Ministry of the Environment), and the Authorizations are in good standing.
- (c) The Client has provided OCWA with a true copy of each of the Authorizations referred to in Paragraph 3.1(b) above which have been requested by OCWA.
- (d) As the owner of the drinking water and wastewater treatment facilities, the Client is fully aware of its responsibilities and obligations regarding the operation and maintenance of the facilities under Applicable Laws, including without limitation its responsibilities under the *Safe Drinking Water Act, 2002* (the "SDWA"), the *Ontario Water Resources Act* (the "OWRA") and the *Occupational Health and Safety Act* (the "OHSA") and their regulations.
- (e) The Client warrants that it is not aware of any Pre-existing Conditions existing at the Facilities which would affect OCWA's ability to operate the Facilities in compliance with the terms of this Agreement and Applicable Laws, other than what is listed in Schedule F.

- (f) The Client warrants that as of the date of execution of this Agreement, to the best of the Client's knowledge, the Facilities are in compliance with all Applicable Laws.
- (g) The Client is not aware of the presence of any designated substances as defined under the *Occupational Health and Safety Act* (the "OHSA") at the Facilities other than the presence and utilization of silica sand at the Water Treatment Facility and the presence of asbestos at Sewage Pumping Stations #2, 4 and 5 as noted in Schedule F – Pre-Existing Conditions. The Client acknowledges and agrees that it is responsible for dealing with any other designated substances in accordance with the OHSA and its regulations and to notify OCWA of the location of any designated substances in the Facilities.

### **Section 3.2 - Covenants of the Client**

The Client hereby covenants the following for the benefit of OCWA:

- (a) The Client agrees to pay all amounts owing to OCWA under this Agreement as they become due, including any interest charges on late payments as determined under Section 4.8.
- (b) The Client agrees to promptly provide OCWA with any information relating to the Facilities which could have a bearing on the provision of Services by OCWA, including but not limited to any engineering report prepared in respect of the Facilities, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facilities.
- (c) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like drinking water treatment facility, all water works that belong to or are under the control of the Client and that distribute water from the facility excluding matters which fall under the Services to be provided by OCWA.
- (d) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like wastewater treatment facility, all wastewater works that belong to or are under the control of the Client and that collect and transmit wastewater to the facility excluding matters which fall under the Services to be provided by OCWA.
- (f) The Client shall make reasonable efforts to ensure that wastewater transmitted to the wastewater treatment facility complies with the Client's sewer use by-law and any Environmental Laws. If requested by OCWA, the Client shall provide OCWA with copies of the Client's inspection reports (sewer usage, cross-connections, sump pump connections) if available.

- (g) The Client shall inform OCWA if the wastewater treatment facility is to accept septage or leachate. The Client shall provide OCWA with a list of haulers from which OCWA is to accept septage or leachate at the facility. OCWA shall not be responsible for any operational impacts caused by the septage or leachate. The Client shall be fully responsible for any additional costs incurred as a result of the acceptance of septage or leachate at the facility.

### **Section 3.3 - Exoneration and Indemnification of OCWA**

- (a) Subject to Paragraph 3.3(c) below, the Client shall exonerate, indemnify and hold harmless OCWA, its directors, officers, employees and agents and Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment and all directors, officers, employees and agents of the Ministry of the Environment (collectively referred to as the "Indemnified Parties") from and against any and all Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that, in any way, arise from matters which are the responsibility of the Client or which result from the Client's negligence or willful misconduct.
- (b) OCWA shall be deemed to hold the provisions of this Article 3 that are for the benefit of OCWA's directors, officers, employees and agents and the other Indemnified Parties as defined above, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.
- (c) Notwithstanding Paragraph 3.3(a) above, the Client shall not be liable in respect of any Claim:
  - (i) to the extent that such Claim is covered by the Insurance however, the Client shall be responsible for any deduction or self-insured retention amount in accordance with Schedule D; and
  - (ii) to the extent that such Claim is caused by OCWA's negligence or wilful misconduct in providing the Services.

## **ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES**

### **Section 4.1 - Initial Term of Agreement**

This Agreement shall start on the Effective Date of **November 1, 2013** and shall continue in effect for an initial term of **seven years (7)**, ending on **October 31, 2020** (the "Initial Term") and then may be renewed for three (3) successive one-year terms (each a "Renewal Term") upon agreement between the Parties, subject to Sections 4.3 and 6.1 of this Agreement.

### **Section 4.2 - Annual Price for the Initial Term**

Subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services, inclusive of hydro and natural gas costs in accordance with Sections 4.10 and 4.11, for each Year of the Initial Term in the following amounts (the "Annual Price"):

- (i) For Year One from **November 1, 2013** through to **October 31, 2014** inclusive:  
**\$1,415,528**

<b>Fixed Price for Operations</b>				
	<b>Water</b>	<b>Distribution</b>	<b>Wastewater</b>	<b>Collection</b>
O&M	\$405,471	\$137,380	\$351,863	\$127,798
Hydroelectricity	\$95,120	\$20,880	\$116,580	\$57,420
Natural Gas	\$25,110	\$1,890	\$16,000	\$0
Odour Control Chemicals	\$0	\$0	\$11,000	\$0
Costs for sewer flushing	\$0	\$0	\$0	\$35,000
Performance Bond	\$3,504	\$3,504	\$3,504	\$3,504
<b>Total</b>	<b>\$529,205</b>	<b>\$163,654</b>	<b>\$498,947</b>	<b>\$223,722</b>

- (ii) For Year Two and subsequent Years: **\$1,415,528** plus the CPI Adjustment, plus an adjustment for maintaining the Insurance which is renewed annually by OCWA, and plus/minus an adjustment for Hydro Costs as per Section 4.10. The CPI Adjustment shall be calculated as soon as necessary information is available from Statistics Canada. In Year Two of the Agreement, the CPI Adjustment shall be added to the Annual Price for Year One of the Agreement and for subsequent Years, on a cumulative basis.

### **Section 4.3 - The Annual Price in Renewal Terms**

The Annual Price for any Renewal Term will be as agreed between the Client and OCWA. If the Parties cannot agree on the Annual Price for any Renewal Term within six months of the beginning of the last Year of the Initial Term or Renewal Term, as the case may be, (the "Current Term"), this Agreement will be terminated six months after the last day of the Current Term. During this six month period, the Client shall pay the Annual Price paid for the last Year of the Current Term plus an adjustment for inflation calculated as described in Paragraph 4.2(ii), pro-rated over the six month period and plus/minus an adjustment for Hydro Costs as per Section 4.10, pro-rated over the six month period.

### **Section 4.4 - Payment of the Annual Price**

The Client shall pay OCWA the Annual Price for each Year of the Initial Term or any Current Term, in twelve equal monthly payments on the last day of each month. In Year One of the Initial Term, the monthly payment of the Annual Price shall be \$117,960.67. The first payment shall be due and payable on November 30, 2013.

**Section 4.5 - Items Not Included in the Annual Price**

The Annual Price, for each Year of the Initial Term and any Renewal Term, covers all charges for the Services, but does not cover items or matters that are outside the scope of the Services. Without limiting the generality of the foregoing, the Annual Price does not include the following:

- (a) any Capital Expenditures (as defined in Section 4.6 below) or costs resulting from any failure of the Client to implement necessary Capital Expenditures;
- (b) necessary costs or charges for services resulting from a Change in Applicable Laws;
- (c) Unexpected Expenses (as defined in Paragraph 4.7(a) below);
- (d) any charges resulting from adverse tax changes in respect of the Services or the Facilities;
- (e) Hydro Costs above the Base Year costs, as set out in Section 4.10;
- (f) Natural Gas Costs above the Base Year costs, as set out in Section 4.11;
- (g) any necessary third party costs and charges related to meeting the requirements of the MOE's Municipal Drinking Water Licensing Program as described in Section 4.12;
- (h) charges for any Optional Services that are provided by OCWA to the Client;
- (i) any costs arising from a significant increase in flows, as set out in Part 1 of Schedule E to this Agreement.
- (j) Costs for locates. Locates shall be billed at a rate of \$200 for the first three (3) hours plus \$55 per hour thereafter during regular business hours.

**Section 4.6 - Capital Expenditures**

- (a) "Capital Expenditures" means the charges for all capital items in relation to the Facilities, including new or replacement equipment, any overhaul or rebuild of equipment, any non-routine repair; maintenance (excluding routine maintenance); any alterations and any associated installations, commissioning, including labour and preselection charges, together with the Flat Rate for Capital Asset Management, if applicable. The Client reserves the right to manage the capital assets.
- (a) The Flat Rate for Capital Asset Management shall be billed directly to the Client on a time and materials basis at the following rates for work performed by OCWA staff:
  - (i) Labour rates on Business Days, Monday to Friday, (0800 to 1630) shall be billed at \$75.00/hour/person.

- (ii) Labour rates at all other times (after hours and on weekends) shall be billed at \$112.50/hour/person.
  - (iii) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff for Capital Expenditures shall be billed to the Client without mark up, and the Client will pay such costs together with the labour rates outlined above for work performed by OCWA staff .
- (b) No later than September 30th of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will, as an expert in Facilities operation, submit for approval of the Client a recommended list of Capital Expenditures reasonably required for the operation of the Facilities for the following Five (5) Year cycle. The Client may, at its sole discretion, approve or reject any or all of the recommended Capital Expenditures for the next calendar year. Based on a review of the results of a competitive quotation process undertaken by OCWA, OCWA shall obtain the written approval of the Client authorizing OCWA to proceed to incur the Capital Expenditure costs included in the approved estimate (the "Approved Capital Asset Expenditure").
- (c) OCWA will invoice the Client for the Approved Capital Expenditures together with supporting documentation and the Client shall pay the invoice within sixty (60) days of the date the invoice is received.

#### **Section 4.7 - Unexpected Expenses**

- (a) "Unexpected Expenses" means unanticipated expenditures or additional costs which may include Capital Expenditures in addition to the Approved Capital Expenditures, that OCWA reasonably incurs in order to address a Change in Applicable Laws, any Uncontrollable Circumstance, any work required by regulatory order (e.g. MOE or MOL) or identified through an inspection (e.g. ESA, MOE, MOL) that is not the result of OCWA's negligence in performing the Services or any other emergency situation, together with the Flat Rate for Capital Asset Management.
- (b) In the event that OCWA is required to incur Unexpected Expenses, the Client will be advised in advance or where impossible to advise in advance, within 5 business days of incurring the Unexpected Expenses and OCWA will provide the Client a signed written report provided by e-mail and/or hand delivery, detailing the reasons why the Unexpected Expenses were incurred and the Client, if satisfied that the Unexpected Expenses were reasonable and should be considered to be Unexpected Expenses, shall pay OCWA for said Unexpected Expenses within sixty (60) days of receipt of an invoice from OCWA which is approved by the Director of Public Works.
- (c) During any emergency repair of the City's water distribution or wastewater collection systems, OCWA will provide a licensed operator on site up to 4 hours per emergency, at no additional cost to the Client.

#### **Section 4.8 - Interest on Late Payments**



- (a) **Monthly Payment of Annual Price.** If the Client's monthly payment of the Annual Price is not made in accordance with the provisions of this Agreement, OCWA will notify the Client that the funds have not been received. Interest will be charged to the Client starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the *Financial Administration Act*, R.S.O. 1990, c.F.12, plus any banking charges.
- (b) **Other Invoices.** Invoices, other than for the monthly payment set out in Section 4.8(a) above, shall be paid no later than sixty (60) days from the date the invoice is received by the Client and interest shall begin to accrue one (1) day after the payment is due.

#### **Section 4.9 - Partial Payment of Disputed Invoices**

- (a) If the Client wishes to dispute any portion of an invoice, the Client must provide written notice to OCWA of the invoice and charge in dispute. If no written notice is received, interest shall be charged to the Client effective sixty (60) days from the date the invoice is received by the Client.
- (b) If the Client disputes any portion of an invoice, the Client shall nonetheless pay to OCWA the undisputed portion of the invoice by the due date and shall also continue to pay all monthly payments of the Annual Price due on the first of each month. If any additional amount is finally determined to be payable to OCWA, the Client shall pay OCWA the additional amount, plus interest as provided in Section 4.8 above, within sixty (60) days from the date of final determination.
- (c) If the disputed charges cannot be resolved within a reasonable time, the Parties shall seek resolution in accordance with Article 5, Dispute Resolution.

#### **Section 4.10 - Hydro Costs**

- (a) OCWA's Annual Price is calculated based upon hydroelectricity rates prevailing during 2014 (the "Base Year"). The Base Year amount for the year 2014 shall be **\$296,000.00**. The Base Year amount shall be indexed by the CPI amount for year two (2) and going forward through the initial term and any subsequent term(s) of the Agreement. However, due to the uncertainty of hydroelectricity rates, adjustments may have to be made for Hydro Cost increases as follows:
  - (i) If there is an increase in the total annual Hydro Costs over the Base Year in any Year of the Agreement, then the Client shall pay OCWA the entire amount of the increase over and above the Annual Price.
  - (ii) Any savings in the total annual Hydro Costs below the Base Year in any year of the Agreement will be shared equally between the Client and OCWA.

- (b) The calculations for the purpose of this section will take place as soon as it is reasonably possible after OCWA determines the actual annual Hydro Costs for that year. At the end of each year of the Agreement, OCWA shall deliver an account to the Client. If the Client owes monies to OCWA under this section, then an invoice for that amount will be sent to the Client. If OCWA owes monies to the Client, then a credit will be applied to the Client's account.
- (c) Should the decrease in total annual Hydro Costs be a result of an investment by OCWA, then there shall be no credit under (b) above, until such time as OCWA's investment is fully recovered.
- (d) Should the decrease in total annual Hydro Costs be a result of an investment by the Client, then there shall be no credit under (b) above, until such time as the Client's investment is fully recovered.

#### **Section 4.11 – Natural Gas Costs**

- (a) OCWA's Annual Price is calculated based upon natural gas rates prevailing during 2014 (the "Base Year"). The Base Year amount for the year 2014 shall be **\$43,000.00**. The Base Year amount shall be indexed by the CPI amount for year two (2) and going forward through the initial term and any subsequent term(s) of the Agreement. However, due to the uncertainty of natural gas rates, adjustments may have to be made for natural gas cost increases as follows:
  - (i) If there is an increase in the total annual Natural Gas Costs over the Base Year in any Year of the Agreement, then the Client shall pay OCWA the entire amount of the increase over and above the Annual Price.
  - (ii) Any savings in the total annual Natural Gas Costs below the Base Year in any year of the Agreement will be shared equally between the Client and OCWA.
- (b) The calculations for the purpose of this section will take place as soon as it is reasonably possible after OCWA determines the annual Natural Gas Costs for that year. At the end of each year of the Agreement, OCWA shall deliver an account to the Client. If the Client owes monies to OCWA under this section, then an invoice for that amount will be sent to the Client. If OCWA owes monies to the Client, then a credit will be applied to the Client's account.
- (c) Should the decrease in total annual Natural Gas Costs be a direct result of an investment by OCWA, then there shall be no credit under (b) above, until such time as OCWA's investment is fully recovered.
- (d) Should the decrease in total annual Natural Gas Costs be a direct result of an investment by the Client, then there shall be no credit under (b) above, until such time as the Client's investment is fully recovered.

#### **Section 4.12 - Optional Services**

- (b) If requested by the Client, OCWA may provide Optional Services to the Client, provided that the Client and OCWA agree in writing to the specific scope of work required.
- (c) Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates for work performed by OCWA staff:
  - (iv) Labour rates on Business Days, Monday to Friday, (0800 to 1630) shall be billed at \$75.00/hour/person.
  - (v) Labour rates at all other times (after hours and on weekends) shall be billed at \$112.50/hour/person.
  - (vi) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client without mark up, and the Client will pay such costs together with the labour rates as outlined above for OCWA staff.
- (d) As requested by the Client, the following Optional Services are not included in the current Services. These costs are estimates based on information available at October 2013 and are subject to change.

Sludge Cell Drainage	\$5,000 / cell / year
SBR Cleaning	\$14,000 for 3 cells annually
Monthly Cleaning of SPS#1	\$15,000

- (e) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes to the Agreement deemed to have been made.

#### **Section 4.13 - Additional Services and Charges Associated with the MOE's Municipal Drinking Water Licensing Program**

Further to Paragraph 4.5(e) above, the Client and OCWA acknowledge that this Agreement addresses any additional services provided by OCWA to the Client that are associated with meeting the requirements of the MOE's Municipal Drinking Water Licensing Program with the exception of costs and fees charged by third parties for registrations, applications and audits.

### **ARTICLE 5 - DISPUTE RESOLUTION**

#### **Section 5.1 - Arbitration**

- (a) If a dispute arises between the Client and OCWA, the parties will try to resolve any difference between them on any matter in this Agreement by negotiation between themselves personally or by their lawyers. The parties may consider mediation as a method to resolve any disputes which remain unresolved following efforts to meet and negotiate a resolution.
- (b) Notwithstanding the foregoing, all differences or disputes which arise between the parties from time to time in relation to the interpretation of this Agreement or to any act or omission of any party to the dispute or in relation to any other matter whatsoever touching the terms and conditions of this Agreement may be referred to a single arbitrator to be agreed upon by the parties to the dispute and, in default of agreement, to a single arbitrator appointed by the Court under the provisions of the *Arbitration Act*, S.O. 1991, c.17. Upon any such difference or dispute arising, either party may give written notice as provided for herein of same to the other. Upon any such notice being given, the parties shall, within five (5) working days, agree upon an arbitrator. In the absence of agreement within the aforesaid five (5) working day period, any party may apply to a Judge of the Ontario Superior Court of Justice in Ottawa, Ontario, to appoint same. The arbitrator shall have jurisdiction to determine the costs of the arbitration. The costs of the arbitration shall consist of the parties' legal expenses, the fees and expenses of the arbitrator and any other expenses relating to the arbitration. No event of default shall be deemed to have been incurred until the decision of the arbitrator has been rendered and the parties shall continue to perform their obligations, to the extent reasonably practicable, under this Agreement. The decision of the arbitrator shall be final and binding upon the parties, and no appeal shall lie from said decision.
- (c) Either party may seek from a court any interim or provisional remedy that may be necessary to protect the rights or property of that party, pending the establishment of an arbitrator or pending the arbitrator's determination of the merits of the controversy or until the controversy is otherwise resolved.

## **ARTICLE 6 - RENEWAL AND TERMINATION**

### **Section 6.1 - Termination of Agreement**

- (a) At least twelve (12) calendar months before the expiry of the Current Term, either:
  - (i) the Client shall notify OCWA in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, OCWA reserves the right to decline to renew the Agreement by notifying the Client in writing of its decision to decline, within thirty (30) days of receipt of the Client's written request to renew; or
  - (ii) OCWA shall notify the Client in writing that it wishes to terminate this Agreement at the end of the Current Term.

- (b) If no notice is given as indicated in Clause 6.1(a)(i) or (ii) and the Parties do not agree to negotiate the Annual Price for the next Renewal Term within the last six (6) months of the final year of the Current Term, then the Current Term shall be extended by one (1) year and Section 4.2 shall apply.
- (c) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA if:
  - (i) there has been a material breach of the Agreement;
  - (ii) the Party complaining of the breach has given written notice of the breach to the other Party;
  - (iii) the other Party does not correct the breach within thirty days of receiving the notice; and
  - (iv) the complaining Party terminates in accordance with Paragraph 6.1(d).
- (d) Where there is a material breach and: (i) such material breach has not been corrected within the time set out in Paragraph 6.1(c) above; (ii) the material breach has not been referred to arbitration pursuant to Section 5.1 of this Agreement; and (iii) the Parties have not otherwise agreed in writing, then the complaining Party may terminate this Agreement by giving at least thirty (30) days notice in writing to the other Party.
- (e) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to arbitration under Section 5.1 of this Agreement.
- (f) After the Initial Term, either the Client or OCWA may terminate this Agreement only as follows:
  - (i) for any reason, upon twelve months (12) prior written notice; or
  - (ii) if there has been a material breach of the Agreement, in accordance with the procedures described in Paragraphs 6.1(c) and 6.1(d) above.

## **Section 6.2 - Early Termination**

- (a) If this Agreement is terminated for any reason prior to the expiry of the Current Term except if the termination is caused by a material breach by OCWA under 6.1(d) and the Client claims damages from such material breach by an arbitrator, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to demobilization and severance costs (in accordance with the collective agreements between OCWA and its employees); the costs associated with the removal of remote monitoring and control

systems installed by OCWA; the costs of cancelling agreements with suppliers and subcontractors; as well as incurred but unpaid charges for approved Capital Expenditures, Unexpected Expenses and Optional Services.

- (b) In addition, where the Client terminates the Agreement in accordance with 6.1(d) above, it shall be entitled to its expenses associated with re-tendering or hiring a replacement and temporary operator until a permanent operator can be retained.

### **Section 6.3 - Inventory Count of Consumables/Supplies**

- (a) OCWA and the Client will conduct an inventory count of consumables/supplies at the Facilities on the first day of the Initial Term or as soon as the Parties may agree. If OCWA no longer operates the Facilities at termination of this Agreement, OCWA shall either:

- (i) ensure that there is the same amount of consumables/supplies at the Facilities on the date of termination as there was on the first day of the Initial Term; or
- (ii) reimburse the Client for any shortfall.

If the amount of consumables/supplies at the Facilities on the date of termination exceeds the amount on the first day of the Initial Term, the Client will either reimburse OCWA for any excess or OCWA may take possession of any excess, as OCWA may determine.

- (b) At the termination of this Agreement for any reason, OCWA will transfer ownership of the Outpost 5 monitoring system to the Client. After the transfer of ownership, OCWA will be responsible for regular maintenance on the system and the Client will be responsible for upgrades to the system. Should the agreement be terminated early under the terms set out in Section 6.1, the Client shall pay OCWA the undepreciated book value of the system (calculated in accordance with Generally Acceptable Accounting Principles). At 2014, the system is valued at \$250,000.

### **Section 6.4 - Final Settlement**

If OCWA ceases to operate and maintain the Facilities, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses incurred by OCWA and amounts owing by or to the Client under this Agreement and any Existing Agreement including, but not limited to the outstanding debt, if any, owed to OCWA, no later than ninety (90) days after OCWA ceases to provide the Services or thirty (30) days after OCWA has provided the Client with a final invoice, whichever comes later.

### **Section 6.5 - Transfer of Operations**

Upon the termination of this Services Agreement, OCWA will, within thirty (30) days, return the following documents, complete and unabridged, to the Client:

- (a) The log books for each facility documenting: (1) a minimum of 3 years of ongoing operations information (as submitted to the MOE); (2) documentation detailing all maintenance and repair activities conducted at each of the Facilities; (3) annual Capital Expenditures reviews and recommendations to the Client;
- (b) The original operations manual(s) that were provided by the Client to OCWA at the commencement of the Services.
- (c) A list of emergency phone numbers from the contingency plan binders used by OCWA staff in respect of each of the Facilities.

## **ARTICLE 7 - GENERAL**

### **Section 7.1 - Ownership of Technology**

The Client acknowledges and agrees that in providing the Services, OCWA may utilize certain technology developed by or for OCWA, for example, OCWA's WMMS and/or PDC (the "Technology") provided that a digital and paper copy of the Technology has been provided to the Client for continued use at the Facilities. The Client further agrees that use of the Technology by OCWA with respect to the Facilities does not in any way give the Client any ownership or licensing rights in or to the Intellectual Property Rights to the Technology unless otherwise agreed to in writing between the Parties. For greater certainty, nothing in this Section 7.1 shall be interpreted as requiring OCWA to provide the Client with the Technology or other similar technology in respect of the Facilities as part of the Annual Price however there shall be no additional cost to the Client where OCWA chooses to use the Technology.

OCWA's Outpost 5 system equipment will become the property of the Client in the manner set out in 6.3(b). The Client will be responsible for purchasing any required Wonderware software licence(s).

### **Section 7.2 - Agreement to Govern**

If there is any inconsistency between the main body of this Agreement and any Schedule to this Agreement, then the provision in the main body shall govern.

### **Section 7.3 - Headings**

The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

### **Section 7.4 - Entire Agreement**

This Agreement constitutes the entire agreement between the Client and OCWA with respect to the subject matter hereof and cancels and supersedes any prior understandings,

undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Client and OCWA with respect thereto.

#### **Section 7.5 - Proposal Not Part of Agreement**

OCWA's proposal to the Client to operate the Facilities dated August 2, 2013 shall not form part of this Agreement.

#### **Section 7.6 - Change in Circumstance**

- (a) In the event that there is a change in circumstances or condition that is not covered under the terms of this Agreement, including, without limitation, a Change in Applicable Laws or change in the scope of services provided, beyond a change contemplated or permitted by this Agreement (a "Change in Circumstance"), then the Party asserting the occurrence of such Change in Circumstance shall give written notice to the other Party, and the written notice shall contain:
  - (i) details of the Change in Circumstance;
  - (ii) details of the inadequacy of this Agreement; and
  - (iii) a proposal for an amending agreement to remedy the Change in Circumstance.
- (b) The Parties shall negotiate in good faith any amendments to this Agreement necessary to give effect to or comply with the Change, including any adjustments to the Annual Price or the Services to be provided, which shall be effected as of the date of the Change. If the Parties dispute the existence of a Change, or the recommendation proposed to rectify the Change or the terms and provisions of any amendment to the Agreement, then either Party may refer the dispute to arbitration under Article 5, Dispute Resolution.
- (c) In addition to the provisions of this section 7.6, the parties hereto agree that they will meet to review the terms of this Agreement at the end of the second and fifth years of this Agreement to determine if any changes to the terms of this Agreement are required and the in doing so, the provisions of section 7.6(b) shall apply with necessary modifications.

#### **Section 7.7 - Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. 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 of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived

#### **Section 7.8 - Successors and Assigns**



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.

#### **Section 7.9 - Survival**

All representations and warranties given by each of the Parties, all outstanding payment obligations, and the confidentiality obligation under Section 7.14, shall survive indefinitely the termination of this Agreement.

#### **Section 7.10 - Severability**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

#### **Section 7.11 - Notices**

(a) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by confirmed facsimile or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by facsimile, registered mail or courier shall be deemed to have been given when received.

- (i) if to the Client:  
**City of Clarence-Rockland**  
**1560 Laurier Street**  
**Rockland, ON K4K 1P7**  
Telephone: (613) 446-6022  
Fax: (613) 446-7320  
Attention: **Gilles Maranda, Director, Infrastructure and Engineering**
- (ii) if to OCWA:  
**Ontario Clean Water Agency**  
**593 Norris Court**  
**Kingston, ON K7P 2R9**  
Telephone: (613) 634-6292  
Fax: (613) 634-1942  
Attention: **Aimée Hennessy, Business Development Manager**

- (b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

#### **Section 7.12 - Counterparts**

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

#### **Section 7.13 - Freedom of Information**

The Client understands and agrees that this Agreement and any materials or information provided to OCWA through the performance of the Services may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, or as otherwise required by law.

#### **Section 7.14 - Confidentiality and Security**

The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided such material or information, allowing such disclosure.

#### **Section 7.15 – 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.

#### **Section 7.16 – 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 Facilities.

#### **Section 7.17 – 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.

**Section 7.18 – Time**

Unless otherwise specified, time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

**ONTARIO CLEAN WATER AGENCY**

\_\_\_\_\_  
Date of Signing

2/6/2014  
\_\_\_\_\_  
Date of Signing

By: \_\_\_\_\_  
(Authorized Signing Officer)

By: \_\_\_\_\_  
(Authorized Signing Officer)

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

17-03-2014  
\_\_\_\_\_  
Date of Signing

17-03-2014  
\_\_\_\_\_  
Date of Signing

By: \_\_\_\_\_  
(Authorized Signing Officer)

By: \_\_\_\_\_  
(Authorized Signing Officer)

## **SCHEDULE A - The Facilities**

### **Part 1. Description of the Facilities**

For the purposes of this Agreement, the Facilities are comprised of the following:

#### **Rockland Water Treatment Facility**

A Class 3 Water Treatment Facility with a design capacity of 13,500 m<sup>3</sup>. As a facility, it consists of:

- Low lift pumping station with a wet well sluice gate on inlet pipe, two (2) screens and three (3) low lift pumps;
- Emergency power generator and fuel storage tank;
- Two (2) Actiflo® process trains with chemical feed system of metering pumps and appurtenances for alum, polymer, sodium hydroxide and carbon hydroxide and pumps to facilitate sludge removal;
- Two (2) dual media gravity filters with filter backwashing system, piping to facilitate filter to waste, two (2) backwash storage tanks and two (2) backwash wastewater storage tanks;
- Chlorine contact tank;
- UV disinfection system with two (2) units complete with intensity sensors and UV transmitting monitors;
- Chemical feed system with two (2) alum metering pumps, three (3) sodium hydroxide metering pumps, four (4) sodium hypochlorite metering pumps, three (3) polymer metering pumps, two (2) ammonium sulphate metering pumps and one (1) CO<sub>2</sub> feed system;
- Residue management using an existing clarifier tank converted to backwash water and sludge residue management system;
- Four (4) high lift pumps;
- Water storage consists of one (1) chlorine contact of 233.5 m<sup>3</sup>, two (2) clearwells (one of 218.2 m<sup>3</sup> and one of 177 m<sup>3</sup>) for a total of 628.7 m<sup>3</sup>;
- Intake line of a 630 mm diameter HDPE pipe extending 126 m from Station into the Ottawa River.

#### **Water Distribution System**

Class 3 system which includes all constructed or non-native material, equipment and process serving the properties in the area generally known as the Clarence-Rockland service area including the main urban area and existing connected wide-spread system of watermains, towers, and lift pumps supporting the outlying communities and hamlets that fall under the jurisdiction of the Client. As a Facility, it consists of:

- 170 kms of watermain pipes
- Three (3) water towers; and
- One (1) booster station with a back-up chloramination system.

**Rockland Wastewater Treatment Plant**

Class 2 Wastewater Treatment Plant and has a design capacity of 6,800 m<sup>3</sup> per day. As a facility, it consists of:

- One (1) Grit removal and two (2) Muffin Monsters;
- SBR sewage with three (3) SBR tanks;
- One (1) Aerobic Digester;
- One (1) Cl<sub>2</sub> contact tank, with alum feed to control total phosphorous and treated effluent disinfection with Sodium Hypochlorite; and
- Two (2) waste sludge dewatering lagoons.

**Wastewater Collection System**

Class 3 sanitary sewage system which includes all constructed or non-native material, equipment and processes serving the properties in the area generally known as the Rockland service area including the main urban area ancillary system(s) of sewers and sanitary pumping stations. As a facility is consists of:

- 100 kms of gravity pipes
- Seven (7) sewage pumping stations;
- Fourteen (14) low pressure grinder pumps;

**Clarence-Creek Communal Septic System**

A filter media based sub-surface disposal system and pump chamber servicing three (3) homes in Clarence-Creek.

**Part 2. Street Addresses of the Facilities**

The street addresses for each of the Facilities are as follows:

**Rockland Water Treatment Facility**

125 Edwards Street  
Rockland, ON K4K 1J1

**Rockland Water Towers**

888 St-Joseph Street  
2542 Bouvier Road  
433 Russell Road

**Booster Station**

1441 Caron Street

**Rockland Wastewater Treatment Facility**

700 Industrielle Road

Rockland, ON K4K 1P7

**Sewage Pumping Stations/Forcemains**

- Clarence Creek Grinder/Pump Station – 1865 Labonté Street
- Pump Station 1 – 455 Notre-Dame Street, Rockland, ON
- Pump Station 2 – 1191 St. Jacques Street, Rockland, ON
- Pump Station 3 – 2780 Chamberland Street, Rockland, ON
- Pump Station 4 – 1797 Albert Street, Rockland, ON
- Pump Station 5 – 210 Edward Street, Rockland, ON
- Pump Station 6 – 151 Laurier Street, Rockland, ON
- Pump Station 7 – 871 Platinum Street, Rockland, ON
- Pump Station 8 – To be determined

## **SCHEDULE B - Definitions**

In this Agreement, the following terms are defined below or in the section in which they first appear:

**“Agreement”** means this agreement together with Schedules A, B, C, D, E, and F attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

**“Annual Price”** is defined in Paragraph 4.2(a) of this Agreement.

**“Applicable Laws”** means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters which relate in any way to the Services and includes Environmental Laws.

**“Approved Capital Expenditures”** is defined in Paragraph 4.6(b) of this Agreement.

**“Authorizations”** means any by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facilities.

**“Authorized Representative(s)”** is defined in Section 2.5 of this Agreement.

**“Business Days”** means a day other than a Saturday, Sunday or statutory holiday in Ontario.

**“Capital Expenditures”** is defined in Paragraph 4.6(a) of this Agreement.

**“Change in Applicable Laws”** means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

**“Change in Circumstance”** is defined in Paragraph 7.6(a).

**“Claim”** means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

**“CPI Adjustment”** means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during August of the previous Year as compared to the CPI of August of the current Year. For example, the CPI Adjustment for Year 2012, is the CPI of August 2011 divided by the CPI of August 2010.

**“Current Term”** is defined in Section 4.3 of this Agreement.

**“Crown”** means Her Majesty the Queen in Right of Ontario.

**“Effective Date”** is defined on Page 1 of this Agreement.

**“Environmental Laws”** means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licences, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of drinking water and wastewater treatment facilities or to the Services.

**“ESA”** means the Electrical Safety Authority.

**“Facilities”** is defined in Paragraph (b) of the Recitals to this Agreement and further described in Schedule A.

**“Flat Rate for Capital Asset Management”** is defined as an additional fee charged to the Client when OCWA manages Capital Expenditures, Uncontrollable Circumstances or Optional Services. The rate shall be calculated using the rates identified in Paragraph 4.12(b).

**“Hydro Costs”** means hydroelectricity costs due to the operation and maintenance of the Facilities.

**“Indemnified Parties”** is defined in Paragraph 3.3(a) of this Agreement.

**“Initial Term”** is defined in Section 4.1 of this Agreement.

**“Insurance”** is defined in Paragraph 2.7(a) and further described in Schedule D.

**“Intellectual Property Rights”** means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

**“MOE”** means the (Ontario) Ministry of the Environment.

**“MOL”** means the (Ontario) Ministry of Labour.

**“Municipal Drinking Water Licensing Program”** means the MOE’s program which requires owners of municipal drinking water systems to obtain a “municipal drinking water licence” (as defined under the SDWA) in accordance with Part V of the SDWA and as part of such process will require owners to: prepare an operational plan and submit the operational plan to the MOE; retain an accredited operating authority; obtain a “drinking water works permit” (as defined in the SDWA); prepare and submit a financial plan in accordance with Part V of the SDWA; and obtain a permit to take water.

**“OHSA”** means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

**“Optional Services”** means any services not included in Schedule C “the Services” that the Client and OCWA agree in writing to designate as “Optional Services” subject to Section 4.11.



**“OWRA”** means the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40.

**“Outpost 5”** means a remote monitoring and control system designed and constructed by OCWA and its consultants for the purpose of monitoring and controlling processes at drinking water and wastewater treatment facilities and their related parts.

**“Parties”** is defined in Paragraph (d) of the Recitals to the Agreement.

**“PDC”** or **“Process Data Collection”** means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

**“Pre-existing Condition”** is defined in Section 2.6 of this Agreement.

**“Renewal Term”** is defined in Section 4.1 of this Agreement.

**“SCADA”** means Supervisory Control and Data Acquisition.

**“SDWA”** means the *Safe Drinking Water Act, 2002*, S.O. 2002 c.32.

**“Services”** is defined in Section 2.1 of this Agreement.

**“Technology”** is defined in Section 7.1 of this Agreement.

**“Uncontrollable Circumstance”** is defined in Paragraph 2.2(c) of this Agreement.

**“Unexpected Expenses”** is defined in Paragraph 4.7(a) of this Agreement.

**“WMMS”** or **“Work Management Maintenance System”** means a computer program used to determine a program of preventive maintenance activities for equipment at a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

**“Year”** means the 365 day period from November 1 to October 31 of the following calendar year.

### **SCHEDULE C - The Services**

The Services are set out below:

#### **1. Water Treatment - General Operation**

- (a) Ensure that daily operations comply with and fulfill the requirements of Environmental Laws;
- (b) Act as Accredited Operating Authority with all Regulatory agencies;
- (c) Monitor SCADA and Outpost 5 or other tools in place for plant operations, process control and after-hours emergencies;
- (d) Monitor plant raw water at the beginning of each day and report problems;
- (e) Inspect process control equipment to ensure proper operation of the two (2) Actiflo units, UV reactors, chemical feed systems (primary disinfection, coagulation, flocculation and chloramination), sedimentation and filtration systems, on line monitoring and standby power;
- (f) Check filters and backwashing on a routine basis;
- (g) Check chlorine residual analyzers and turbidity analyzers;
- (h) Mix, monitor and adjust process chemicals to ensure adequate treatment;
- (i) Record and analyze water flow, electricity used, chemicals used, chlorine residuals, turbidity and other process readings as required;
- (j) Routinely conduct water sampling/testing in accordance with Environmental Laws, including the facility's Municipal Drinking Water Licence(s);
- (k) Complete OCWA's internal operational data forms for statistical input into a reporting system;
- (l) Calibrate equipment in accordance with the water treatment facility's Municipal Drinking Water Licence(s);
- (m) Check low lift pumps and pumping station daily and take routine readings;
- (n) Check high lift pumps on a routine basis;
- (o) Monitor water towers;
- (p) Undertake and evaluate performance tests weekly;

- (q) Oversee the management of water hauling permits as directed by the Client.

## **2. Water Distribution - General Operation**

- (a) Act as Accredited Operating Authority in dealing with water quality issues and MOE compliance inspections during water inspections;
- (b) Provide on-call 24/7 certification services and function as first contact for water breaks, repairs and complaints, with Client resources having the option of acting as first contactor to complete repairs under OCWA's direction;
- (c) Inspect equipment at booster stations, towers, stand pipes and reservoirs, chloramination facilities, sampling stations to ensure proper operation of disinfection system, pumps, chemical systems, on line monitors and standby power;
- (d) Open, exercise flush and winterize water hydrants as required, respond to requests by Fire Department to drain hydrants after a fire during the winter months;
- (e) Complete Unidirectional Flushing annually;
- (f) Exercise main distribution shut-off valves on a progressive schedule;
- (g) Management of leak detection program;
- (h) Routinely conduct water sampling/testing in accordance with Environmental Laws, including any applicable Certificate of Approval(s);
- (i) Assist Client with lead sampling program at other municipal buildings;
- (j) Monitor clear well storage reservoir and booster station operations and system pressures;
- (k) Oversee, sample and certify new connections to distribution system for in-filling of new homes in already established areas only;
- (l) Inspect all backflow prevention devices at treatment facilities and in villages as required;
- (m) Arrange for and oversee inspections of pressure release valves as required;
- (n) Manage the issuance of Boil Water Advisories and precautionary Boil Water Advisories on behalf of the Client as required;
- (o) Complete OCWA's internal operational data forms for statistical input into a reporting system;
- (p) Calibrate equipment in accordance with any applicable Certificate of Approval(s).

### 3. **Wastewater Treatment**

- (a) Ensure that daily operations comply with Environmental Laws;
- (b) Inspect process control equipment to ensure proper operation sequential batch reactors, pumps, blower and aeration systems, barminutor / comminutor, tea cup de-grit system, aerobic digester, disinfection systems, sludge lagoons, stand by power and alum and other chemical feeders;
- (c) Remove grit as required;
- (d) Hose down weirs, wall and channels as required;
- (e) OCWA staff will on a routine basis:
  - monitor and adjust dosages of process chemical as required;
  - record and analyze electricity used, chemicals used, chlorine residuals, disinfection, process water and wastewater flow calculations;
  - collect samples and perform routine wastewater tests in accordance with the Certificate of Approval or legislation;
  - sound sequential batch reactors for sludge depth to ensure proper return rates;
- (f) Collect annual samples for heavy metals and trace organics in the sludge generated;
- (g) Calculate, record and analyze the amount of wastewater treated, the daily flows and monthly flows, pumping station run hours, and standby equipment running hours;
- (h) Monitor Outpost 5 for plant operations, process control and after-hour emergencies;
- (i) Replace drainage tiles in lagoon annually;
- (j) Complete OCWA's internal operational data forms for statistical input into PDC;
- (k) Calibrate equipment in accordance with any applicable Certificate of Approval;
- (l) Operate the facilities in a manner such that odour and noise are minimized within the design capacity and capabilities of the facilities. The costs of any modifications or upgrades to the Facility above its specification and capacity to accomplish this will be treated as a Capital Expenditure.

### 4. **Wastewater Collection**

- (a) Act as Accredited Operating Authority in dealing with wastewater collection issues and MOE compliance inspections during inspections;

- (b) Ensure that daily operations comply with Environmental Laws;
- (c) Provide on-call 24/7 certification services and function as first contact for wastewater breaks, repairs and complaints, with Client resources having the option of acting as first contactor to complete repairs under OCWA's direction;
- (d) Manage, operate and maintain all 7 lift stations in accordance with all applicable laws, regulations, and approvals;
- (e) Clean and wash down lift stations to remove sludge build-up on a semi-annual basis, except for SPS #1 as per section 4.12(c);
- (f) Inspect equipment at pumping stations, wet wells and forcemains to ensure proper operation of pumps, controls, alarms, communication devices and stand by power;
- (g) As required, remove maintenance hole covers and inspect maintenance holes for flow through, debris accumulation, structural stability of walls, rungs, infiltration and proper benching;
- (h) Record flow readings on operational forms for computer input;
- (i) Sewer flushing of collection system completed on a 3 year rotation, approximately a third of the system completed each year;
- (j) Calibrate equipment in accordance with any applicable Certificate of Approval;
- (k) Clean wet wells.

## **5. Routine Maintenance**

OCWA will:

- (a) Carry out a routine lubrication program including greasing and oiling as required in the lubrication schedule;
- (b) Perform routine maintenance duties to equipment by following preventive maintenance procedures;
- (c) Maintain an inventory of all key equipment and tools;
- (d) Arrange for and accept chemical deliveries;
- (e) Operate standby generators under load conditions monthly;
- (f) Ensure the security of the Facilities by locking doors and gates;

- (g) Cut grass and clear snow in immediate area of the facilities;
- (h) Respond to public complaints as requested by the Client;
- (i) Inspections of all lifting devices at water and wastewater treatment facilities and sewage pumping stations;
- (j) Arrange for and oversee all Electrical Safety Authority (ESA) inspections on a rotating basis or as required;
- (k) Develop, revise and update Standard Operating Procedures as required.

## **6. Capital Improvements**

OCWA, acting as a reasonable operator, will record information on the frequency of equipment breakdown and repair costs to determine replacement needs. Parts of the Facilities requiring upgrading or improvement will be identified and brought to the attention of the Client in accordance with Paragraph 4.6(b) of this Agreement.

## **7. Efficient Operation/Record Keeping**

- (a) OCWA, acting reasonably, is responsible for ensuring the efficient operation of the Facilities' processes.
- (b) OCWA provides all labour, vehicles and services required to operate, maintain and manage the facilities in compliance with all Applicable Laws.
- (c) OCWA will maintain records regarding the operation of the Facilities in compliance with Environmental Laws.
- (d) OCWA will make historical records from PDC and WMS available to the Client upon request.

## **8. Regulatory Matters**

- (a) OCWA shall function as the City of Clarence-Rockland Overall Responsible Operator (ORO) and Operator-in-Charge (OIC) for all their water and wastewater systems, ensuring that daily operations comply with and fulfill the requirements of Environmental Laws;
- (b) OCWA shall prepare the Facilities for any scheduled inspection by the Ministry of the Environment ("MOE") and shall accompany the MOE during such inspection. OCWA will review with the Client any inspection reports prepared by regulatory authorities that are provided to OCWA.
- (b) Responding to a regulatory report on behalf of the Client (for example, a report of an inspection from the MOE or MOL), either directly or indirectly shall be considered an

Unexpected Expense as per Section 4.7. Subject to any approvals of the Client required by Paragraph 4.7(b) of this Agreement, OCWA will either correct deficiencies identified in such inspection reports (in accordance with Paragraph 4.7(a)) or negotiate changes to the reports with the regulatory authorities if related to the operation of the Facilities. If any orders are issued by a regulatory authority which will require Capital Expenditures or any additional services, then OCWA may negotiate with the Client to provide such services at additional cost to be agreed upon by the Parties.

## **9. Reporting**

- (a) Within thirty (30) days of the completion of each quarter of the calendar year, the Operator shall provide the Municipality with a complete report describing:
  - (i) the Facilities' performance over the preceding quarter (broken down by calendar months, maximum continuous month or as is required to be kept by the MOE respective Certificate of Approval or Applicable Laws; including but not limited to flow and biological performance to address all standard and special reporting requirements);
  - (ii) any and all reports, correspondence or submissions exchanged with or provided to the Ontario Government related to the operation of the Facilities;
  - (iii) a detailed breakdown of activity, addressing specific activities conducted related to inspection, maintenance, preventative maintenance, systems operations monitoring, repair and emergency repair and response requirements. The report will also address the status of preventative maintenance and pro-active maintenance activity registered against minimum preventative maintenance requirements set out in Schedule C.
- (b) OCWA will be available to meet monthly with the Client or his designate to report on current operational priorities including a written report on current monthly priorities including preventative maintenance activities; and shall, with every invoice submitted provide a breakdown of invoiced amounts for labour versus materials; and where materials, external contractors, supplies or capital costs, provide a further breakdown of expenditure by Facility.
- (c) OCWA shall report to the Client forthwith with respect to any event or condition of potential risk to the health and safety of the public or infrastructure, including but not limited to:
  - (i) boil water advisories;
  - (ii) notices received from the City of Ottawa with respect to overflow/spills into the Ottawa River;
  - (iii) spills;
  - (iv) CSO, watermain breaks; and
  - (v) adverse test results
- (d) Upon OCWA's online reporting system becoming functional, monthly reporting shall take place, in accordance with the data and reports which can be generated from the system.

- (e) OCWA shall provide an annual performance report for the water facility which will include Water Taking Permits monitoring data and an Uncommitted Reserve Capacity (URC) report within the reporting period requirements stipulated within the applicable Regulations.
- (f) OCWA shall provide an annual performance report for the wastewater facility which will include an Uncommitted Reserve Capacity (URC) report within the reporting period requirements stipulated within the Environmental Compliance Approval.

### **Operational Hours**

- (a) Regular business hours are Monday to Friday between 07:30 and 16:00, excluding statutory holidays.
- (b) The facilities will be visited by operational staff during regular business hours and monitored remotely 24 hours per day.

### **8. Staffing**

- (a) OCWA will ensure the Facilities are operated with certified operators, mechanics, electricians, welders and other trained staff as required by Environmental Laws.
- (b) Day-to-day operations will be administered by the Operations Manager.
- (c) OCWA will ensure that staff working at the Facilities is trained in normal process operation and maintenance of the Facilities and that all staff are trained to deal with emergency situations.
- (d) OCWA will ensure that at all times when Services are provided, OCWA will affix the Client's magnetic logo on its vehicles to demonstrate that OCWA is working for the Client at such times. Client's magnetic logos shall be provided by the Client at no cost to OCWA but OCWA shall ensure that proper steps are taken to maintain the magnetic logos in good condition.

### **9. Emergency Situations**

- (a) OCWA will ensure that there are contingency plans in place for OCWA staff to address non-routine operational situations and emergency situations such as spills, by-passes, overflows, hydro interruptions and equipment failure.
- (b) In the event of an emergency, OCWA shall implement such contingency plans and shall make all reasonable efforts to maintain the Facilities in compliance with Environmental Laws.



- (c) Emergency responses outside of regular work hours shall be billed to the Client in accordance with Section 4.7.

10. **Sludge**

- OCWA shall arrange for sludge removal in accordance with all relevant environmental Compliance Approvals (ECA), *Nutrient Management Act, 2002* (the “NMA”) and Environmental Laws in force as of the commencement date of this Agreement indicated in Section 4.1. For the purposes of Paragraph 4.5(c) of this Agreement, if a provision of the NMA or its regulations, or any relevant regulatory guidelines on biosolids management and disposal issued by the Ministry of the Environment or Ministry of Agriculture and Food are amended as of the commencement date of this Agreement, such provision will be deemed to not yet be in force and shall be considered a change in Environmental Law.
- Future NMA requirements also affect sludge haulers with respect to certification. The Client acknowledges that these “new” NMA requirements may affect the price of sludge haulage and therefore would be considered a change in Applicable Laws under Paragraph 4.7(a).

## **SCHEDULE D - Insurance**

### **1. Commercial General Liability**

OCWA shall provide and maintain during the term of the Agreement Commercial General Liability insurance subject to limits of not less than Ten Million (\$10,000,000) inclusive per occurrence and with a property damage deductible not to exceed Five Thousand (\$5,000) or as agreed to by the Client. To achieve the desired limit, umbrella or excess liability insurance may be used. The coverage shall include coverage for but not limited to:

- a) bodily injury including death;
- b) damage to property including loss of use thereof;
- c) premises and operations liability;
- d) products or completed operations liability;
- e) blanket contractual liability;
- f) cross liability clause;
- g) severability of interest clause;
- h) contingent employers liability;
- i) personal injury liability;
- j) owner's and contractor's protective coverage;
- k) liability with respect to non-owned licensed motor vehicles;

The Client is to be added as an additional insured but only with respect to liability arising out of the operations of the Named Insured.

### **2. Contractors Pollution Liability Insurance**

OCWA shall provide and maintain during the term of the Agreement Environmental Liability Insurance subject to limits of not less than Five Million (\$5,000,000) inclusive per claim and with a deductible not to exceed One Hundred Thousand (\$100,000) or as agreed to by the Client and shall include coverage for but not limited to, bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination. The policy shall remain in force for ninety (90) days following completion of work. The Client shall be named as an additional insured.

### **3. Automobile Insurance**

OCWA shall provide and maintain insurance during the term of the Agreement Standard OAP 1 Automobile Policy subject to a limit not less than Five Million (\$5,000,000) with the physical damage deductible not to exceed Five Thousand (\$5,000) or as agreed to by the Client for all licensed Motor Vehicles owned or leased by OCWA.

### **4. Professional Liability Insurance**

Professional liability insurance in an amount not less than Two Million (\$2,000,000) per claim. Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the Agreement. Upon completion of the work the policy shall remain in force for ninety (90) days.

### **General Requirements**

1. All policies shall be endorsed to endeavour to provide the Client with not less than 30 Days' written notice of cancellation, change or amendment restricting coverage.
2. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario with an AM Best Rating of no less than A-.
3. If OCWA fails to maintain insurance as required by the Agreement the Client shall have the right to provide and maintain such insurance and give evidence to the OCWA. OCWA shall pay the cost thereof to the Client on demand or the Client may deduct the cost from the amount which is due to or may become due to OCWA.
4. Prior to commencement of the services and upon the placement, renewal, amendment, or extension of all or any part of the insurance, OCWA shall promptly provide the Client with confirmation of coverage and, if required, certificate(s) of insurance certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the services.
5. As determined by OCWA and the Client, OCWA may be required to provide and maintain additional insurance coverage(s), which are related to this Agreement; the costs of which shall be borne by the Client
6. All applicable deductibles under the above required insurance policies are at the sole expense of OCWA. This does not apply to any property insurance coverage that OCWA may provide from time to time.
7. All policies shall apply as primary and not as excess of any insurance available to OCWA.
8. OCWA shall provide the Client with a letter from their insurance provider confirming OCWA's ability to meet the insurance requirements as set out in the Agreement.

## **SCHEDULE E - Flows**

### **Part 1: Changes in Flows**

- (a) A significant change in flow means a flow that is at least 2 % greater or 2 % less than the Base Year Flow.

**“Base Year Flow”** means the annual average flow volume of the three years (3) immediately preceding the current year (i.e. for 2014, the base year will be calculated as the annual average flow volume from the years 2011, 2012, and 2013)

The Base Year Flow for the water treatment facility for the Initial Term is 1,477,064 m<sup>3</sup> per year.

The Base Year Flow for the wastewater treatment facility for the Initial Term is 1,296,024 m<sup>3</sup> per year.

### **Part 2: Calculation of Flow Debit/Credit**

A debit/credit amount equal to \$0.35 per m<sup>3</sup> of water which is greater than/less than the applicable Base Year Flow for water treatment will be levied based on a significant change in flow (as per Part 1 above).

A debit/credit amount equal to \$0.38 cents per m<sup>3</sup> of raw wastewater which is greater than/less than the applicable Base Year Flow for wastewater treatment will be levied based on a significant change in flow (as per Part 1 above).

### **SCHEDULE F - List of Pre-Existing Conditions**

As per Paragraph 3.1(f) of this Agreement, the following Pre-existing Conditions have been identified:

1. Vulnerability of the water distribution system, as the 12" water main on Edwards Street crossing Hwy 17 is capped on either side of the crossing because of a leak under the Hwy leaving only one 16" water main crossing Hwy 17 at Pouliotte Street.
2. Due to the lack of preliminary screening all the debris (non-organic material) in the inlet sewage makes it way to the sewage plant. Usually the screening removes most the non-organic materials (rags, plastics, wood etc....) before the sewage works. Because of this lack of equipment, sewage pumping station #1 (main) requires cleaning more frequently (monthly instead of twice a year) to avoid any pump blockages at the station and each SBR Tank also requires more frequent clean out (annual basis instead of every three years) to unclog the sewage and air inlet ports. The City is considering installing preliminary screening in the future.
3. The sludge holding and dewatering cells as designed did not dewater and drain the sludge properly. OCWA customized a drainage system to enable partial dewatering of the cells and reduce the volume of sludge that has to be removed, hauled and applied to Certified Fields. However the drainage systems get clogged and require frequent replacement (once a year). The City is considering other options in the near future for sludge dewatering.
4. Vulnerability to flooding of low lying residences on Edwards in the area of Hwy 17.
5. Existing odour petition from businesses in the Industrial Sector.
6. The report done by Levac Robichaud Leclair issued Nov 19, 2010 "Asbestos Containing Material Sampling and Analysis" identified Asbestos fibers at Sewage Pumping Stations # 2, #4 and #5. As per the recommendations in the report, no repairs were required. OCWA has posted notices at each of the affected stations.





## RAPPORT N° FIN2020-019

<b>Date</b>	24/08/2020
<b>Soumis par</b>	Marie-France Bougie
<b>Objet</b>	Politique de réserve et fonds de réserve
<b># du dossier</b>	N/A

### 1) **NATURE / OBJECTIF :**

Le but de ce rapport est de présenter une politique de réserve et de fonds de réserve et d'obtenir l'endossement de la politique par le Conseil. De plus, certains changements recommandés par la politique sont nécessaires tel que la fermeture de réserves.

### 2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

Certains fonds de réserve sont régis d'un règlement et la politique de réserves et fonds de réserve respecte les directives établies dans ledit règlement.

### 3) **RECOMMANDATION DU SERVICE:**

**THAT** Report no. FIN2020-019 be received as information;

**THAT** the Committee of The Whole recommends to Council the adoption of the proposed Reserve and Reserve Fund policy no. FIN20-03;

**THAT** the Council of the City of Clarence-Rockland adopt the recommendation of changing the name of the *General Government* reserve to *General Working Capital*;

**THAT** the Council of the City of Clarence-Rockland authorizes the closure of the *Train Station Gare Bourget* reserve and that the balance of \$147,042 be transferred to the *Building* reserve;

**THAT** the Council of the City of Clarence-Rockland authorizes the closure of the *Informatique* reserve and that the balance of \$22,118.93 be transferred to the *General working capital* reserve;

**THAT** the Council of the City of Clarence-Rockland authorizes the closure of the *Police* reserve and that the balance of \$20,428 be transferred to the *General working capital* reserve;

**THAT** the Council of the City of Clarence-Rockland authorizes the closure of the *Berges - Clarence Point* reserve and that the balance of \$55,509.51 be transferred to the *Equipment* reserve; and

**THAT** the Council of the City of Clarence-Rockland authorizes the closure of the *Protection Fire* reserve and that the balance of \$60,000 be transferred to the *Equipment* reserve.

**QUE** le Rapport no. FIN2020-019, soit reçu à titre d'information;

**QUE** le comité plénier recommande au conseil d'adopter la politique proposée FIN20-03 sur la gestion des réserves et fonds de réserve;

**QUE** le conseil de la Cité de Clarence-Rockland adopte la recommandation de modifier le nom de la réserve *General Government* à *General Working Capital*;

**QUE** le conseil de la Cité de Clarence-Rockland autorise la fermeture de la réserve *Train Station Gare Bourget* et que le solde de cette dernière de 147 042 \$ soit transféré à la réserve de *Building* ;

**QUE** le conseil de la Cité de Clarence-Rockland autorise la fermeture de la réserve *Informatique* et que le solde de cette dernière de 22 118.93 \$ soit transféré à la réserve de *General working capital* ;

**QUE** le conseil de la Cité de Clarence-Rockland autorise la fermeture de la réserve *Police* et que le solde de cette dernière de 20 428 \$ soit transféré à la réserve de *General working capital*;

**QUE** le conseil de la Cité de Clarence-Rockland autorise la fermeture de la réserve *Berges - Clarence Point* et que le solde de cette dernière de 55 509.51 \$ soit transféré à la réserve d'*Équipement*; et

**QUE** le conseil de la Cité de Clarence-Rockland autorise la fermeture de la réserve *Protection Fire* et que le solde de cette dernière de 60 000 \$ soit transféré à la réserve d'*Équipement*.

4) **HISTORIQUE :**

Aucune politique de réserve et fonds de réserve n'était en vigueur par le passé.

5) **DISCUSSION :**

La politique de réserves et fonds de réserve présentée en annexe définie, à un niveau général, l'approche et la gestion des réserves et fonds de réserve. Elle permettra de guider la municipalité en proposant des principes, des normes et des lignes directrices pour le maintien, la gestion et la comptabilité des réserves et des fonds de réserve.

La politique a été développée à la suite de certaines analyses financières à l'interne et en révisant des politiques existantes dans d'autres municipalités.



D'ailleurs, nos analyses nous ont permis de constater l'existence de certaines réserves et de conclure que celles-ci n'ont plus d'utilité dans les opérations de la municipalité et qu'il serait donc préférable de les fermer afin d'améliorer la facilité de la gestion des réserves. Si des projets existants, mais non complétés étaient financé à partir de celle-ci, le financement sera simplement changé. Le tableau ci-dessous présente les réserves dont nous proposons la fermeture. Si un solde de la réserve est toujours présent, celui-ci sera transféré dans une autre réserve, identifié dans la 3<sup>e</sup> colonne du tableau.

<b>Nom de la réserve</b>	<b>Solde de la réserve</b>	<b>Transféré à</b>
Reserve - Train Station Gare Bourget	147 042 \$	Reserve - Building
Reserve - Informatique	22 118.93 \$	Reserve - General working capital
Reserve - Police	20 428 \$	Reserve - General working capital
Berges - Clarence Point	55 509.51 \$	Reserve - Equipment
Reserve - Protection Fire	60 000 \$	Reserve - Equipment

6) **CONSULTATION :**  
N/A

7) **RECOMMANDATION OU COMMENTAIRES DU COMITÉ :**  
La politique a été partagée avec tous les directeurs.

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

9) **IMPLICATIONS LÉGALES :**  
N/A

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

11) **IMPLICATIONS STRATÉGIQUES :**  
La politique de réserve et fonds de réserve présente des directives quant à l'allocation du surplus/déficit annuel. Ces directives permettront une gestion améliorée des fonds de la municipalité et celle-ci sera dans une meilleure mesure de répondre à ses besoins futurs.

12) **DOCUMENTS D'APPUI:**

FIN03 – Politique sur les réserves et fonds de réserve.

<b>CORPORATION of the City of Clarence- Rockland</b>	Policy number:	FIN20-03
	Subject:	Reserve and Reserve Fund Policy
	Department	Finance
Date: July 2020 Prepared by: Marie-France Bougie	Resolution number:	2019-XX

### Policy Statement:

A Policy governing the management and administration of reserves and reserve funds.

### Purpose:

The purpose of this policy is to establish consistent principles, standards and guidelines for the maintenance, management and accounting of reserves and reserve funds.

The primary purpose for reserves and reserve funds is:

- Adherence to statutory requirements;
- Promotion of financial stability and flexibility;
- Smooth tax rate impacts;
- Provision for major capital expenditures;
- Smooth expenditures which would otherwise cause fluctuation in the operating budget;
- and
- To take advantage of financial opportunities that may arise.

### Definitions:

**Reserve** - Monies set aside by approval of Council and not restricted by legislation. It has no reference to any specific asset and does not require the physical segregation of money or assets as in the case of a reserve fund. Reserves do not receive an annual interest allocation.

**Reserve Fund** - Monies set aside for a specific purpose as required by provincial legislation, a municipal by-law, or agreement. Reserve Funds receive an annual interest allocation based on the average annual balance. The City of Clarence-Rockland has both Obligatory and Discretionary Reserve Funds.

**Obligatory Reserve Fund** - Monies set aside and legally restricted by provincial legislation, a municipal by-law, or agreement. The funds are raised for a specific purpose and cannot be used for any other purpose.

**Discretionary Reserve Fund** - Monies set aside at the discretion of Council to finance a future expenditure for which it has the authority to spend money, and physically set aside a certain

portion of any year's revenues so that the funds are available as required.

**Deferred Revenue** - Revenue that is considered a liability on the municipality's financial statements, until such time it becomes relevant to current operations. It is set aside as an obligatory reserve fund for a specific purpose required by legislation, regulation, or agreement.

**Revolving Reserves** - Reserves used to fund normal course operating requirements or cash flow deficiencies that do not require Council approval.

## **Responsibilities:**

### **Treasurer**

The Treasurer shall:

- a) Develop and update this policy as necessary and present changes to Council;
- b) Ensure that the principles and requirements contained in this policy are applied consistently across all departments;
- c) Provide recommendations for establishment, closure or consolidation of Reserve and Reserve funds;
- d) Perform the transfers to and from reserves and reserve funds as authorized by Council;
- e) Recommend strategies for the adequacy of reserve levels;
- f) Prudently invest Reserve and Reserve Funds per the Investment Policy, and allocate interest appropriately; and
- g) Report to Council the reserve balances and forecast as part of the annual budget approval process.

### **Department Directors**

Department Directors shall:

- a) Determines need for reserves and reserve funds for operating and capital budgets;
- b) Provide the Treasurer with the most current capital asset information to be used in the assessment of the adequacy of capital lifecycle reserves;
- c) Inform the Treasurer when reserve or reserve fund transfers are required;
- d) Consult with the Treasurer to determine when Reserves or Reserve Funds should be created, consolidated or closed; and
- e) Consult with the Treasurer when reserve funds are required for unbudgeted transactions.

## **Establishment and Modification of Reserve and Reserve Funds**

Prior to establishing a new reserve or reserve fund, a financial plan will be prepared which identifies need, target funding level (if applicable), contribution sources and projected disbursements (when practicable) to meet planned future obligations.

Reserves can be established through the following processes:

1. Inclusion in the annual operating or capital budget which is approved by Council; or
2. Through resolution of Council.

The budget document or resolution will clearly identify the name of the reserve being created and the purpose for the reserve. A reserve may be amended through resolution.

## **Contributions to/withdrawals from Reserves and Reserve Funds**

All contributions to and/or withdrawals from reserves and reserve funds shall be approved by Council, normally as part of the annual budget approval process or specifically by resolution with the following exceptions:

- Direct contribution to reserve and reserve funds such as development charge contributions or settlement in account of prior year events;
- Transfers that are the direct result of the allocation surplus/deficit described below in the Allocation of Operating Surplus/Deficit section;
- Transfers of funds between reserve cost centers for reserve restructure which in the opinion of the Treasurer have not changed the purpose for which the funds were intended;
- Use of “revolving” reserves for the purpose approved by Council; and
- Transfers that are a direct result of Council approved by-laws or resolutions.

All contributions to and/or withdrawals from reserve and reserve funds will be clearly identified and segregated within the Corporation’s accounting system and accounted for by either an entry or to/from an operating cost center or a capital project.

## **Closing Reserves and Reserve Funds**

If the purpose or purposes for which the reserve or reserve fund was created have been accomplished and the reserve or reserve fund is determined to be no longer necessary, the Treasurer, in consultation with the Department Director, shall report to Council with the recommendation on:

- a) The closure of the reserve or reserve fund
- b) The disposition of any remaining funds

A resolution of Council will be required to close a reserve.

The By-law establishing the Reserve Fund will be required to be repealed in order to close a Reserve Fund.

## **Allocation of Operating Surplus/Deficit**

Reserves and Reserve Funds shall receive priority consideration for the distribution of surplus funds. Unless extraordinary conditions exist or specified targets are exceeded, any annual operating surplus/deficit from an audited year-end will be transferred to/from reserve and reserve funds.

### **Operating surpluses**

Treasurer is authorized to, subject to approval process in paragraph Reporting Requirements below:

- a) Transfer 30% of any operating surplus to the Tax Rate Stabilization Reserve until the upper limit of the fund as defined in the Reserve and Reserve Fund Policy is met;
- b) Transfer 30% of any operating surplus to the road reserve funds;
- c) Transfer 40% of any operating surplus to reduce the long-term debt issuance funded from the Tax Levy budget;

- d) Year-end Water, Wastewater and Waste Management budget surplus will be allocated to appropriate Water, Wastewater or Waste Management Reserve.

### Operating deficits

In the event of an operating deficit, the Treasurer is authorized to, subject to approval process in paragraph Reporting Requirements below:

- a) Transfer the necessary funds from the Tax Rate Stabilization Reserve unless these funds have been included in the subsequent years' budget funding estimates;
- b) Review the status of discretionary reserves and, in collaboration with Director's Team, transfer any available funds from these reserves to the operating deficit;
- c) If a deficit still remains, the amount shall be carried forward to the subsequent years' budget in accordance with the provisions of the Municipal Act and staff shall be directed to review their budgets to find savings equal to the unfunded deficit amount.
- d) Year-end Water, Wastewater and Waste Management budget deficits will be funded from the appropriate reserve fund.

### Reporting Requirements

In addition to any information requested by Council, or that the Treasurer considers appropriate, Council shall receive a report detailing the recommended distribution of the operating surplus or deficit funding by June 30 of each year for their approval.

This policy, including the targets and contributions recommended in schedule A-C, will be reviewed annually by the Treasurer after the year-end surplus or deficit figures have been verified. The Treasurer will propose changes as required by recommendations to the Council.

### Interest Allocation

- Reserve funds shall be invested for a term that will not exceed its expected date of need;
- Reserve funds will be invested in accordance with the Council approved investment policy;
- Interest shall be allocated to reserve funds on an annual basis based on the actual balance of the reserve fund.

### Schedule A - Obligatory Reserve Funds

Reserve Name	Capital or Operating	Purpose	Source of funding	Target Minimum Annual Contribution
Building Inspection Services <sup>1</sup>	Operating	To fund operational deficit cause by revenue shortfall from building permits inspection services	Year-end Building permit operations surpluses	N/A
Development	Capital	To provide funding	Collected from	N/A

Charges (presented as deferred revenue) By-Law 2019-85		for capital expansion related to growth	developers in accordance with the <i>Development Charges Act</i> and <i>Municipal Act</i> , as enacted via By-law	
Recreational Land (presented as deferred revenue)	Capital	To provide funding for parks or other public recreational purposes, including the erection or repair of buildings and the acquisition of machinery for parks or other public recreational purposes	Payments received in lieu of the conveyance of parklands otherwise required in respect of the development or redevelopment of lands as set out in Section 42 of the <i>Planning Act</i> .	N/A
Federal Gas tax (presented as deferred revenue)	Capital and operating	To fund infrastructure project in accordance with the <i>Municipal Funding Agreement</i>	Federal Gas Tax Revenues as set out in the Municipal Funding Agreement.	N/A

#### Schedule B - Discretionary Reserve Funds

Reserve Name	Capital or Operating	Purpose	Source of funding	Target
Parking (presented as deferred revenue)	Capital	To provide funding for future parking space development	Payments received in lieu when commercial Businesses would need more parking space on Laurier street	N/A
Roads By-law 2011-104	Capital	To fund the maintenance and reconstruction of roads in the City	Tax Levy	<i>Annual contribution:</i> to be defined by the asset management plan  <i>Increase in annual contribution:</i> 1% of prior

				year tax levy until the annual contribution target is reached
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**Schedule C - Reserves**

<b>Reserve Name</b>	<b>Capital or Operating</b>	<b>Purpose</b>	<b>Source of funding</b>	<b>Target</b>
Building	Capital	To provide funding for building maintenance/repairs/replacements	Tax Levy	<i>Annual contribution:</i> to be defined by the asset management plan  <i>Increase in annual contribution:</i> \$ 25,000 - \$100,000
Complex library	Capital and Operating	To provide funding for capital repairs / replacement for the Library	User fees and year-end surplus	N/A
Daycares	Operating	To fund Daycares operations in case of revenue shortfalls or of one-time expenditure	Year-end Daycare operations surpluses	N/A
Economic Development	Capital	To provide funding for economic development initiatives	Tax Levy	N/A
Elections	Operating	To fund future municipal election costs	Tax Levy	N/A
Equipment	Capital	To provide funding for maintenance/repairs/replacements of equipment	Tax Levy	<i>Annual contribution:</i> to be defined by the asset management plan  <i>Increase in annual contribution:</i> \$ 25,000 - \$100,000
Fire Stations - Paramedic	Capital	To provide funding for major building repairs / replacement	UCPR leases	N/A



Fleet	Capital	To provide funding for vehicle repairs and new vehicle purchases	Tax Levy	<i>Annual contribution:</i> to be defined by the asset management plan  <i>Increase in annual contribution:</i> \$ 25,000 - \$100,000
General working capital	Operating & Capital	To fund future one-time expenditure	Tax Levy	N/A
Golf tournament - Mayor	Operating	To fund Mayor's initiatives	Golf tournament revenues	N/A
Ottawa River Festival <sup>1</sup>	Operating	To fund future Festival deficits	Festival surpluses	N/A
Planning	Operating	To fund Planning operations in case of revenue shortfalls or of one-time expenditure	Revenues from user fees	N/A
Regional Training Centre <sup>1</sup>	Operating and Capital	To set aside surpluses and to cover future deficits and one-time expenditures for the Regional Training Centre	Regional training Centre surplus	N/A
Sewers - Operating	Operating	To fund wastewater service operations	Year-end surpluses from user fees budget.	N/A
Sewers - Capital	Capital	To provide a source of funding for wastewater infrastructure	Revenues from user fees	N/A
Skateboard Committee	Capital	To fund future recreational structures	Sponsorship money raised by a resident committee	N/A
Snow Removal <sup>1</sup>	Operating	To cover future deficits caused by heavy snow falls/snow storms	Tax Levy	<i>Reserve balance:</i> 35% of 5 year average winter control costs
Sport Complex	Capital	To provide funding for capital repairs / replacement at the Complex	Tax Levy	N/A

Tax Rate Stabilization	Operating	To fund unforeseen events as tax revenue shortfalls or one-time expenditures	Appropriations made from time to time from the operating budget and operation year-end surpluses	<i>Reserve balance:</i> 5% to 10% of prior year municipal tax levy
Waste Management	Operating	To fund waste management service operations	Year-end surpluses from user fees budget.	N/A
Waterworks - Operating	Operating	To fund water service operations	Year-end surpluses from user fees budget.	N/A
Waterworks - Capital	Capital	To provide a source of funding for water infrastructure	Revenues from user fees	N/A
WSIB Reserve	Operating	To self-fund Workers' Compensation claims as a former Schedule 2 employer (ended December 31, 2010).	Tax Levy	N/A

<sup>1</sup>Revolving reserves



Montreal, August 28 2020

By email  
jjubinvill@calrence-rockland.com  
Jean-Luc Jubinvill

To the attention of : City of Clarence-Rockland  
1560 Laurier Street  
Rockland, Ontario  
K4K 1P7

**OBJECT: Request for rent reduction - Lease between the City of Clarence-Rockland and Presse Café Leaseholds Inc. dated March 11, 2014**

Dear City Council,

As you know, the Presse Café located at 1525 Ave du Parc, #3, Rockland, Ontario, had to close in mid-March due to COVID-19 and is still closed as that the building he's located in is currently closed to the public. The current situation is particularly difficult for cafés and restaurants such as Presse Café and all our efforts are focused on getting out of this crisis. It is with this in mind that we are now asking for your help and collaboration.

Given the impossibility to apply for the rent subsidy program, known as CECRA, since it isn't open to landlords who are municipal entities, we are asking you to help us survive these difficult times by granting us a 100% rent reduction for the months of April, May, June, July and August 2020 and by allowing us to pay only 25% of the rent for one year, i.e. for the period between September 1, 2020 and August 31, 2021.

We understand that our request must go through a certain consultation and approval process. We thank you in advance for considering our demand.

Cordially,

  
Me Sarah Bineau  
Legal Advisor



1100-910, rue Peel  
Montréal (Québec) H3C 2H8  
T 514 935-5553 | Sans frais 1 888 395-2354  
F 514 935-2728 | info@cafesvp.ca





## REPORT N° 2020-026

<b>Date</b>	09/11/2020
<b>Submitted by</b>	Graham Stevens
<b>Subject</b>	Tax reduction under Sections 357-358 of the Municipal Act
<b>File N°</b>	F23 Write-Offs

1) **NATURE/GOAL :**

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

2) **DIRECTIVE/PREVIOUS POLICY :**

N/A

3) **DEPARTMENT'S RECOMMENDATION :**

**BE IT RESOLVED THAT** Council hereby adopts tax reductions in the amount of \$977.21 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. FIN2020-026.

Qu'il soit résolu que le Conseil par le présent acte adopte les réductions de taxes au montant de \$977.21, étant la part de la Cité Clarence-Rockland, en vertu des articles 357 & 358 de la loi sur les municipalités, contre les propriétés foncières décrites dans la cédule « A » du rapport numéro FIN2020-026.

4) **BACKGROUND :**

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

5) **DISCUSSION :**

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

6) **CONSULTATION:**

N/A

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

N/A

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

The following summarizes the write-off budget:

The City's budget for tax write-offs was approved for 2020 at \$125,000. As of September 11th 2020, the City has \$80,773.81 in write-off charges. The City's share in this report is of \$977.21. This additional write-off will exceed the approved budget

9) **LEGAL IMPLICATIONS :**

N/A

10) **RISK MANAGEMENT :**

N/A

11) **STRATEGIC IMPLICATIONS :**

N/A

12) **SUPPORTING DOCUMENTS:**

Schedule « A » Tax Reduction under Sections 357 & 358 of the Municipal Act

[illegible]





City of Clarence-Rockland Council/Board Accounts Payable Report by Department August 18th, 2020 to September 13th, 2020									
DPT Code	Department Name	Vendor Name	Invoice Number	Invoice Description	GL Account	CC1	CC2	GL Account Name	Amount
1	25	TAXES RECEIVABLE	CP REIT ONTARIO PROPERTIES	27AUG2020	021 001 01310 - PROPERTY TAX REFUND ARB	1-1-0025-0115		Temporary Adjustments - Taxes	11,462.99
2	1000	Capital	BLACK & McDONALD LIMITED	70-1113721	CHANGE TRAFFIC LIGHTS TO LED	2-4-1000-1000	PW2003	Capital projects	17,187.30
3	1233	Finance - Materials	CANADA POST CORPORATION	9734327938	Final Tax Billing Mail Out	1-4-1233-3690		Tax Bills Processing	15,643.14
4	2354	O.P.P. - Contracted Services	MINISTER OF FINANCE	102207201225036	MCSCS-OPP (LSR) JUNE/2020	1-4-2354-4170		O.P.P. Services	286,207.00
5	2354	O.P.P. - Contracted Services	MINISTER OF FINANCE	131006200847036	MCSCS-OPP (LSR) MARCH/2020	1-4-2354-4170		O.P.P. Services	286,207.00
6	2354	O.P.P. - Contracted Services	MINISTER OF FINANCE	131006201404036	MCSCS-OPP (LSR) APRIL/2020	1-4-2354-4170		O.P.P. Services	286,207.00
7	3213	Urban Storms - Materials	ICONIX WATERWORKS	C2016073758	CB & MANHOLE MATERIALS	1-4-3213-3425		Materials	9,493.41
8	3414	Patching - Contracts	ROADLAST ASPHALT & SEALING MAI	1164	CLEANING & SEALING PAVEMENT ON VARIOUS ROADS	1-4-3414-4210		Contracts - Crack sealing	11,910.00
9	7254	Parks - Contracted Services	MOUNTAINVIEW GOLF & ATHLETIC T	70174	7X ATHLETIC FIELDS MAINTENANCE	1-4-7254-4200		Other Maintenance Contracts	12,102.30
10	7313	Recreation Garage - Materials	SMART COATINGS	2020-08	50% EPOXY FLOORING 466 LANDRY	1-4-7313-3070		Building Maintenance	12,847.00
11	8213	Commercial - Materials	GOLDER ASSOCIATES LTD.	1109688	PHASE I & II ESA 2767 ST-PASCAL TO JULY 17/20	1-4-8213-3505		Opportunities Evaluation	6,815.47
12	8213	Commercial - Materials	GOLDER ASSOCIATES LTD.	1109689	PHASE I & II ESA 1695 LANDRY TO JULY 17/20	1-4-8213-3505		Opportunities Evaluation	8,217.97
13	9124	Water Distribution - Contracts	ICONIX WATERWORKS	C2016073758	CB & MANHOLE MATERIALS	1-4-9124-4620		Contract - Repairs & Maintenance	9,493.42
14	65	PAYABLES - PAYROLL	CUPE - LOCAL 503	26AUG2020	CUPE 503 Aug payment	1-2-0065-0254		Union Dues	6,259.98
15	65	PAYABLES - PAYROLL	MINISTER OF FINANCE/EHT	26AUG2020	PAY 17 & 18	1-2-0065-0242		Employer Health Tax	16,513.53
16	65	PAYABLES - PAYROLL	OMERS	26AUG2020	Omers Aug Payment	1-2-0065-0250		O.M.E.R.S.	141,300.26
17	65	PAYABLES - PAYROLL	RECEIVER GENERAL - CANADA REVE	26AUG2020	PAY 18	1-2-0065-0244		C.P.P.	24,708.48
18	65	PAYABLES - PAYROLL	RECEIVER GENERAL - CANADA REVE	26AUG2020	PAY 18	1-2-0065-0243		Income Tax	59,352.17
19	65	PAYABLES - PAYROLL	RECEIVER GENERAL - CANADA REVE	26AUG2020	PAY 18	1-2-0065-0245		E.I.	8,282.80
20	65	PAYABLES - PAYROLL	RECEIVER GENERAL - CANADA REVE	26AUG2020	PAY 18	1-2-0065-0243		Income Tax	8,007.98
21	65	PAYABLES - PAYROLL	WORKPLACE SAFETY & INSURANCE B	26AUG2020	WSIB REPORT PREMIUM AUGUST/2020	1-2-0065-0252		W.C.B.	20,353.33
22	1000	Capital	1351150 ONTARIO INC. - ARNCO C	2020-1205	PP #3 LACROIX CULVERT REPLACEMENT	2-4-1000-1000	IF1912	Capital projects	19,097.00
23	1000	Capital	1351150 ONTARIO INC. - ARNCO C	2020-3104	PO 849 PP #3 WALLACE ST. W/M REPLACEMENT	2-4-1000-1000	WW1903	Capital projects	104,697.16
24	1000	Capital	ATREL ENGINEERING LTD.	1908196	PP #4 WALLACE ST. SEPT22/19 TO MAY23/20	2-4-1000-1000	WW1903	Capital projects	18,904.90
25	1000	Capital	EXEL RADIO INC	EXL04473	UPGRADE RADIO SYSTEM	2-4-1000-1000	PS1701	Capital projects	34,007.35
26	1000	Capital	LACROIX EXCAVATION INC.	1156	EXCAVATOR RENTAL (CULVERT BLUE JAY)	2-4-1000-1000	IF2002	Capital projects	5,198.00
27	1000	Capital	STANTEC CONSULTING LTD	1513340	SNOW DISPOSAL FACILITIES TO JULY10/20	2-4-1000-1000	PW1401	Capital projects	8,097.44
28	1000	Capital	VICE & HUNTER LLP	24698	FILE 2020099 ASCO CONST. TO JUNE26/20	2-4-1000-1000	PS1702	Capital projects	8,580.26
29	1323	Computers - Materials	DILIGENT CANADA INC.	INV265023	Filepro support	1-4-1323-3651		Softwares	7,360.74
30	1323	Computers - Materials	ESCRIBE SOFTWARE LTD.	2464	eSCRIBE Online 1aug2020-31jul2021	1-4-1323-3651		Softwares	11,441.25
31	1323	Computers - Materials	HRDOWNLOADS INC.	96001	HR COMPLETE ACCESS FOR 251-375 ACTIVE EMPLOYEES	1-4-1323-3651		Softwares	8,925.87
32	1363	Human Ressources - Materials	QUEEN'S UNIVERSITY	11820-LK-26377	labour relations foundation sept 21-25/2020	1-4-1363-3660		Staff Training	5,418.35
33	1500	Transfers	COMITES-UNIS PRESCOTT-RUSSELL	30JUN2020	1ere versement - imposition generale du comite	5-4-1500-5000		Transfers UCPR	3,078,905.90
34	2113	Administration - Materials	HALPENNY INSURANCE BROKERS LTD	52148	Firefighters VFIS 2020-2021	1-4-2113-3400		Life Insurance	23,070.96
35	2153	Vehicles - Materials	BATTLEFIELD INDUSTRIES LIMITE	20-4073	NEW MECHANICAL SEAL, SHAFT BEARINGS (P1)	1-4-2153-3760	P1	Vehicle Repairs	5,763.11
36	2316	External Transfers	BIBLIOTHEQUE PUBLIQUE DE CLARE	1SEPT2020	4th QUARTER PAYMENT-LIBRARY CONTRIBUTION	1-4-2316-5550		Contribution to Library	69,500.86
37	3413	Patching - Materials	INNOVATIVE SURFACE SOLUTIONS	INV54013	PROPATCH (COLD PATCH)	1-4-3413-3425		Materials	5,566.19
38	3424	Sweeping, flushing, cleaning - Contracts	GHYSLAIN LALONDE ENTREPRISE IN	1690	SWEEPER RENTAL 30APR,MAY,JUNE/20	1-4-3424-4200		Contracts	6,977.75
39	3634	Line painting - Contracts	A1 CARP PAVEMENT MARKING LTD	1043	LINE PAINTING	1-4-3634-4200		Contracts	21,465.04
40	3714	Snow Plowing & Salting - Contracts	GHYSLAIN LALONDE ENTREPRISE IN	1687	GRADER SERVICE MAY/20 + STANDBY MARCH/APRIL	1-4-3714-4200		Contracts	12,032.92
41	3813	Street lights - Materials	GUILLEVIN INTERNATIONAL CIE/CO	2010-639342	STREET LIGHTS MATERIALS	1-4-3813-3615		Repairs & Maintenance	6,667.57
42	7254	Parks - Contracted Services	PROSTONE LANDSCAPING & CONTRAC	20042	coupe de gazon juin 2020	1-4-7254-4190		Contracts - Grass Mowing	10,908.57
43	7423	Arena - Clarence - Materials	ROBERT BOILEAU INC.	83263	broken actuator blade	1-4-7423-3430		Mechanical Repairs	5,856.15
44	7434	Recreational Complex - Contracts	YMCA-YWCA	004867	ADMIN FEES AUG/2020	1-4-7434-4290		Contract - Rec. Complex - YMCA	10,000.00
45	7554	Arena - Clarence-Rockland - Contracts	CIH ACADEMY	2020-008CCR	SUBVENTION SUPPORT FRAIS D'OPERATIONS AOUT/20	1-4-7554-4200		Operation contract	16,666.67
46	8113	Planning & Zoning - Materials	CH2M HILL CANADA LIMITED	670542CH07	Brigil Poupart 1st submission peer review	1-4-8113-3211		Fees to be charged to developpers	5,669.10
47	9114	Water Treatment - Contracted Services	ONTARIO CLEAN WATER AGENCY	INV00000003449	OPERATIONS & MAINT. JULY/2020	1-4-9114-4610		Contract - OCWA - Basic Maintenance	49,184.37
48	9124	Water Distribution - Contracts	ONTARIO CLEAN WATER AGENCY	INV00000003449	OPERATIONS & MAINT. JULY/2020	1-4-9124-4610		Contract - OCWA - Basic Maintenance	14,983.50
49	9314	Sewers Collection - Contrated Services	ONTARIO CLEAN WATER AGENCY	INV00000003449	OPERATIONS & MAINT. JULY/2020	1-4-9314-4610		Contract - OCWA - Basic Maintenance	20,603.10
50	9324	Sewers Treatment - Contracted Services	ONTARIO CLEAN WATER AGENCY	INV00000003449	OPERATIONS & MAINT. JULY/2020	1-4-9324-4610		Contract - OCWA - Basic Maintenance	46,353.04
51	9514	Garbage Collection - Contracts	TOMLINSON ENVIRONMENTAL SERVIC	0000322341	CURBSIDE WASTE JULY/2020	1-4-9514-4200		Contracts	53,171.55
52	9514	Garbage Collection - Contracts	TOMLINSON ENVIRONMENTAL SERVIC	0000322343	COMMERCIAL WASTE JULY/2020	1-4-9514-4200		Contracts	13,947.76
53	9534	Recycling - Contracts	TOMLINSON ENVIRONMENTAL SERVIC	0000322342	CURBSIDE RECYCLING JULY/2020	1-4-9534-4200		Contracts	89,511.22
54	9534	Recycling - Contracts	TOMLINSON ENVIRONMENTAL SERVIC	0000322344	COMMERCIAL RECYCLING JULY/2020	1-4-9534-4200		Contracts	10,095.99
Invoices Paid Greater than or Equal to \$5,000									5,067,202.17
Invoices Paid Less than or Equal to \$4,999									248,242.29
MasterCards August 2020									8,079.80
Grand Total AP Council Report - September 21st, 2020									5,323,524.26



**Transactions de carte de crédit**  
**Août 2020**

#	Détenteur de carte	Date	Marchant	Description	GL	Montant	Sous total par carte
1	BOUCHARD, ANNE MORRIS	31/08/2020	APPLE.COM/BILL	COMPTE ICLOUD DES GARDERIES	1-4-6113-3435	\$1.46	<b>\$1.46</b>
2	COLLIER, HELEN	14/08/2020	EVENTBRITE	EXPO 2020 - MAYOR'S BREAKFAST REFUNDED	1-4-1123-3203	-\$226.00	
3	COLLIER, HELEN	20/08/2020	PARENT'S YIG 2693	CIH MEETING	1-4-1223-3440	\$35.74	
4	COLLIER, HELEN	20/08/2020	SQ *CAFE JOYEUX	CIH MEETING	1-4-1223-3440	\$13.58	
5	COLLIER, HELEN	20/08/2020	TIM HORTONS #1492	CIH MEETING	1-4-1223-3440	\$16.98	
6	COLLIER, HELEN	13/08/2020	UNIVERSITY OF WATERLOO	ECONOMIC DEVELOPMENT COURSE FOR ALI RIEL	1-4-8213-3160	\$220.35	<b>\$60.65</b>
7	COUSINEAU, MICHEL	05/08/2020	GODADDY.COM CANADA	GODADDY DOMAIN YEARLY COSTS	1-4-1323-3651	\$219.99	
8	COUSINEAU, MICHEL	18/08/2020	ZOOM.US 888-799-9666	ZOOM-AUDIO CONFERENCING MONTHLY FEE	1-4-1323-3651	\$353.69	<b>\$573.68</b>
9	GARNER, RAYMOND	07/08/2020	ONTARIO GOOD ROADS ASS	OGRA 2020 SUPERVISION SKILLS FOR PW TRAINING	1-4-3123-3175	\$2,175.25	
10	GARNER, RAYMOND	12/08/2020	ONTARIO GOOD ROADS ASS	OGRA 2020 SUPERVISION SKILLS FOR PW (PIERRE GIROUX)	1-4-3123-3175	\$2,175.25	<b>\$4,350.50</b>
11	LENHART, JULIAN	21/08/2020	HP HYDRAULIQUE	HOUSING FOR JD GRADER REPAIR 21470 (VERBAL QUOTES )	1-4-3143-3760	\$2,385.78	
12	LENHART, JULIAN	31/08/2020	ORIGINAL AUTO PARTS	DASH CLUSTER FOR VEHICLE - 22020	1-4-3143-3760	\$254.25	<b>\$2,640.03</b>
13	ROUSSELLE, YVES	26/08/2020	NATIONAL BANK	ADJUSTMENT	1-4-1233-3032	\$1,658.49	
14	ROUSSELLE, YVES	26/08/2020	NATIONAL BANK	ADJUSTMENT	1-4-1233-3032	-\$1,658.49	
15	ROUSSELLE, YVES	01/09/2020	NATIONAL BANK	ADJUSTMENT	1-4-1233-3032	-\$1,658.49	
16	ROUSSELLE, YVES	18/08/2020	JUST DIRECT PROMOTIONS	STYLOS PROMOTIONNEL COVID	1-4-1233-3500	\$187.13	
17	ROUSSELLE, YVES	13/08/2020	SCMAO	FORMATION EN LIGNE CANADIAN CONSTRUCTION PURCHASING BEST PRACTICE	1-4-1313-3743	\$758.51	<b>-\$712.85</b>
18	ROY, YVES	06/08/2020	AMZN MKTP CA*MF1FE81C0	MASKS	1-4-2413-3585	\$31.95	<b>\$31.95</b>
19	VILLENEUVE, MARIO	25/08/2020	AMAZON.CA*MM8916692	CAR MOUNT PHONE HOLDER	1-4-2153-3760	\$46.65	
20	VILLENEUVE, MARIO	01/09/2020	AMZN MKTP CA*MU8LI0X51	5X 12PACK ACCOUSTIC TILES	1-4-2143-3070	\$149.95	
21	VILLENEUVE, MARIO	20/08/2020	M M FOOD MARKET #187	FF APPRECIATION BBQ	1-4-2113-3440	\$135.00	
22	VILLENEUVE, MARIO	15/08/2020	VARIDSEK* 1877 370 833	BLACK STANDING DESK ACCESSORY	1-4-2113-3500	\$565.00	<b>\$896.60</b>
23	VOISINE, PIERRE	23/08/2020	A W	PS - MEAL	1-4-2113-3440	\$28.73	
24	VOISINE, PIERRE	18/08/2020	LAIRD PLASTICS - OTTAW	1X HDPE NSR WHITE .220X48X96	1-4-2143-3070	\$209.05	<b>\$237.78</b>
<b>Total</b>						<b>\$8,079.80</b>	<b>\$8,079.80</b>





## RAPPORT N° GAR2020-09-03

<b>Date</b>	17/09/2020
<b>Soumis par</b>	Pierre Boucher
<b>Objet</b>	Enfants suspendus du Service de garderies lors de l'attente des résultats de test COVID-19
<b># du dossier</b>	GAR2020-09-03

### 1) **NATURE / OBJECTIF :**

Demande de remboursements des parents de garderies reliés aux absences pour fin de test de COVID-19 avant de réintégrer le service de garde.

### 2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

Il n'y a aucune mention dans la politique des Comptes Clients en ce qui concerne une situation médicale et/ou une pandémie et nous n'avons jamais vécu cette situation auparavant.

### 3) **RECOMMANDATION DU SERVICE :**

**ATTENDU QUE** les Services communautaires doivent faire respecter les ententes et politiques applicables en place ; et

**ATTENDU QUE** la pandémie de COVID-19 affecte grandement plusieurs jeunes familles et que les parents doivent adhérer aux exigences du Bureau de Santé avant de retourner à la garderie ;

**QU'IL SOIT RÉSOLU QUE** le comité plénier recommande au conseil municipal de mandater le Service de garderies de ne pas facturer les frais de garde pour les journées d'absence reliées à l'attente des résultats de test de dépistage du COVID-19 pendant la pandémie; tel que recommandé.

**WHEREAS** Community Services must enforce applicable agreements and policies in place; and

**WHEREAS** the COVID-19 pandemic greatly affects many young families and parents must adhere to the requirements of the Health Unit before returning their child to daycare;

**BE IT RESOLVED THAT** the Committee of the Whole recommends to

Municipal Council to mandate the Daycare Services not to charge daycare fees for the days of absence related to waiting for COVID-19 test results; as recommended.

#### 4) **HISTORIQUE :**

Par le passé, nous avons eu des demandes similaires pour des centres qui ont dû fermer pour cause de panne électrique ou autre qui furent refusées. Par contre, ceux-ci n'étaient pas partie d'une pandémie.

#### 5) **DISCUSSION :**

Dû à la situation de la pandémie COVID-19, le Service de garderies doit suivre des directives très strictes du Ministère de la Santé.

Le protocole sanitaire du Bureau de Santé stipule que chaque individu qui a un symptôme de la liste de COVID-19 doit quitter la garderie et doit aller se faire tester ou être absent au minimum 14 jours de la garderie et/ou après 24 heures sans symptôme. Ceci s'applique aux adultes et aux enfants ainsi que la famille immédiate des individus. Donc par exemple, si un enfant a un symptôme, les frères/sœurs ne peuvent fréquenter la garderie jusqu'à ce que l'enfant reçoive un test négatif du COVID-19.

Nous avons reçu plusieurs demandes de clients qui veulent l'annulation des frais de garde pour les absences de la garderie due aux symptômes de COVID-19.

**Chaque client a rempli une entente de service qui stipule l'énoncé suivant:**

1. B) *Le parent dont l'enfant fréquente le service de garde parascolaire devra compléter la section « PARASCOLAIRE » du formulaire d'entente de service. Le parent cochera les services qu'il réserve pour une durée de 12 mois, soit du 1er juillet au 30 juin, signera l'Entente et **sera lié à cette Entente, nonobstant du service qu'il utilisera pendant la durée de l'Entente.***
2. E) *Il n'y a pas d'option de service différent pour les groupes bambins et préscolaire puisque nous devons maximiser les places disponibles de 5 jours/semaine, vu les places limitées que nous avons dans les garderies.*

Il est évident que le Service n'a aucun contrôle sur la situation découlant du COVID-19 et qu'il y a abondance d'absence d'enfants qui présentent un symptôme de la liste de COVID-19 dans le moment.

6) **CONSULTATION :**  
N/A

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

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

Pour l'instant, le Service ne peut faire l'analyse de l'impact financier puisque nous sommes entièrement dans l'inconnu. Par contre, si les gens doivent attendre environ 5 jours pour les résultats des tests ceci engendrerait des annulations de taux applicables selon la durée de l'absence.

9) **IMPLICATIONS LÉGALES :**  
N/A

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

11) **IMPLICATIONS STRATÉGIQUES :**

Lorsque nous considérons la demande des clients, nous devons tenir compte des restrictions budgétaires dont le Service de Garderies doit faire face pour l'année 2020.

12) **DOCUMENTS D'APPUI:**  
N/A





**RÈGLEMENT DE ZONAGE N° 2020-72**

Amendant le Règlement de zonage n° 2016-10

Corporation de la Cité de Clarence-Rockland

880-884 rue St-Jean  
Partie du lot 27, concession 1 O.S.

rédigé par

Cité de Clarence-Rockland  
1560, rue Laurier  
Rockland (Ontario)  
K4K 1P7  
(613) 446-6022

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**ZONING BY-LAW NO. 2020-72**

Amending Zoning By-Law No. 2016-10

The Corporation of the City of Clarence-Rockland

880-884 St-Jean Street  
Part of Lot 27, Concession 1 O.S.

prepared by

City of Clarence-Rockland  
1560 Laurier Street  
Rockland, Ontario  
K4K 1P7  
(613) 446-6022

## LA CORPORATION DE LA CITÉ DE CLARENCE-ROCKLAND

### RÈGLEMENT N° 2020-72

#### RÈGLEMENT AMENDANT LE RÈGLEMENT DE ZONAGE N° 2016-10;

**ATTENDU QUE** le Règlement de zonage n° 2016-10 régit l'utilisation des terrains, la construction et l'utilisation des bâtiments et structures sur le territoire de la Cité de Clarence-Rockland; et

**ATTENDU QUE** le Conseil de la Corporation de la Cité de Clarence-Rockland considère qu'il est opportun d'amender le Règlement de zonage n° 2016-10, tel qu'il suit;

**PAR LA PRÉSENTE**, le Conseil de la Corporation de la Cité de Clarence-Rockland donne force de loi à ce qui suit:

**Article 1 :** La propriété décrite comme étant le 880-884 rue St-Jean, partie du lot 27, concession 1 O.S., identifiée à la cédule «A» ci-jointe, et faisant partie du présent règlement, est le terrain concerné par ce règlement.

**Article 2 :** La cédule « B » du Règlement de zonage n° 2016-10, est par la présente amendée en modifiant de « Zone de commerces locaux (CL) » à « Zone résidentielle urbaine de densité 2 – exception 30 (R2-30) » la propriété visée, tel qu'identifiée à la cédule « A » ci-jointe, et faisant partie intégrante du présent règlement.

**Article 3 :** L'article 6.3.3 (dd) du Règlement de zonage n. 2016-10, est par la présente ajoutée et lis comme suit :

« (dd) R2-30, 880-884 rue St-Jean

Nonobstant toute disposition contraire en vertu du présent Règlement en ce qui a trait aux terrains zonés R2-30, ceux-ci doivent être utilisés conformément aux dispositions ci-après :

Pour des *habitations isolées* :

- i) Cour arrière minimum : 1,34m
- ii) Largeur maximum d'une entrée privée : 10,8m

Pour des *habitations jumelées* :

- i) Largeur maximum d'une entrée privée par unité : 6,65m/UH
- ii) Largeur minimale de la bande tampon paysagée entre une entrée privée et une ligne de lot intérieure latérale : 0m »

**Article 4 :** Le présent règlement entrera en vigueur à la date de son adoption par le Conseil sous réserve de l'approbation du Tribunal ou suite à la date limite pour le dépôt des avis d'opposition, selon le cas.

**FAIT ET ADOPTÉ EN RÉUNION PUBLIQUE, CE 9<sup>IÈME</sup> JOUR DE SEPTEMBRE 2020.**

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**Guy Desjardins, maire**

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**Monique Ouellet, greffière**

## THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

### BY-LAW NO. 2020-72

#### **BEING A BY-LAW TO AMEND ZONING BY-LAW NO. 2016-10;**

**WHEREAS** Zoning By-Law no. 2016-10 regulates the use of land, and the use and erection of buildings and structures in the City of Clarence-Rockland; and

**WHEREAS** the Council of the Corporation of the City of Clarence-Rockland considers appropriate to amend Zoning By-Law No. 2016-10, as described;

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

**Section 1:** The property consists of 880-884 St-Jean Street, Part of Lot 27, Concession 1 O.S., identified on Schedule "A" attached to and forming part of this by-law shall be the lot affected by this by-law.

**Section 2:** Schedule "B" of Zoning By-Law No. 2016-10 is hereby amended by changing the zoning category of the subject property from "Local Commercial (CL) Zone" to "Urban Residential Second Density – Exception 30 (R2-30) Zone" as identified on Schedule "A" of the map attached hereto and fully integrated as part of this By-law.

**Section 3:** Section 6.3.3 (dd) of By-law 2016-10 is hereby modified to read as follows:

“(dd) R2-30, 880-884 St-Jean Street

Notwithstanding the provisions of this By-law to the contrary, on the lands zoned R2-30, shall be used in accordance with the following provision(s):

*For detached dwellings:*

- i) Minimum rear yard: 1.34m
- ii) Maximum width of a private driveway: 10.8m

*For semi-detached dwellings:*

- i) Maximum width of a private driveway: 6.65m/DU
- ii) Minimum width of a landscape buffer between a private driveway and an interior side lot line: 0m”

**Section 5:** This By-law shall become effective on the date of passing hereof, subject to the approval of the Tribunal or following the last date for filing objections as the case may be.

**DATED AND PASSED IN OPEN COUNCIL, THIS 9<sup>th</sup> DAY OF SEPTEMBER 2020.**

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**Guy Desjardins, Mayor**

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**Monique Ouellet, Clerk**

## **NOTE EXPLICATIVE**

### **But et effet du Règlement**

Le but du présent règlement consiste à modifier le zonage de la propriété décrite comme étant le 880-884 rue St-Jean de « Zone de commerces locaux (CL) » à « Zone résidentielle urbaine de densité 2 – exception 30 (R2-30) ». Les propriétaires ont l'intention de convertir la bâtisse existante en habitation isolée et construire une habitation jumelée sur le nouveau lot qui fait l'objet de la demande d'autorisation D-10-896. L'exception aura pour effet de permettre une cour arrière de 1,34 m et une largeur de voie d'accès de 10,8 m pour une habitation isolée et permettre une largeur de voie d'accès de 6,65 m par unité d'habitation et éliminer la zone d'aménagement paysager de 1m au long d'une entrée privée et une ligne de lot latérale pour une habitation jumelée.

Pour tous renseignements supplémentaires relativement à cette modification au Règlement de zonage n° 2016-10, veuillez communiquer avec le Département d'infrastructure et aménagement du territoire à l'Hôtel de ville situé au 1560, rue Laurier ou par téléphone au numéro (613) 446-6022.

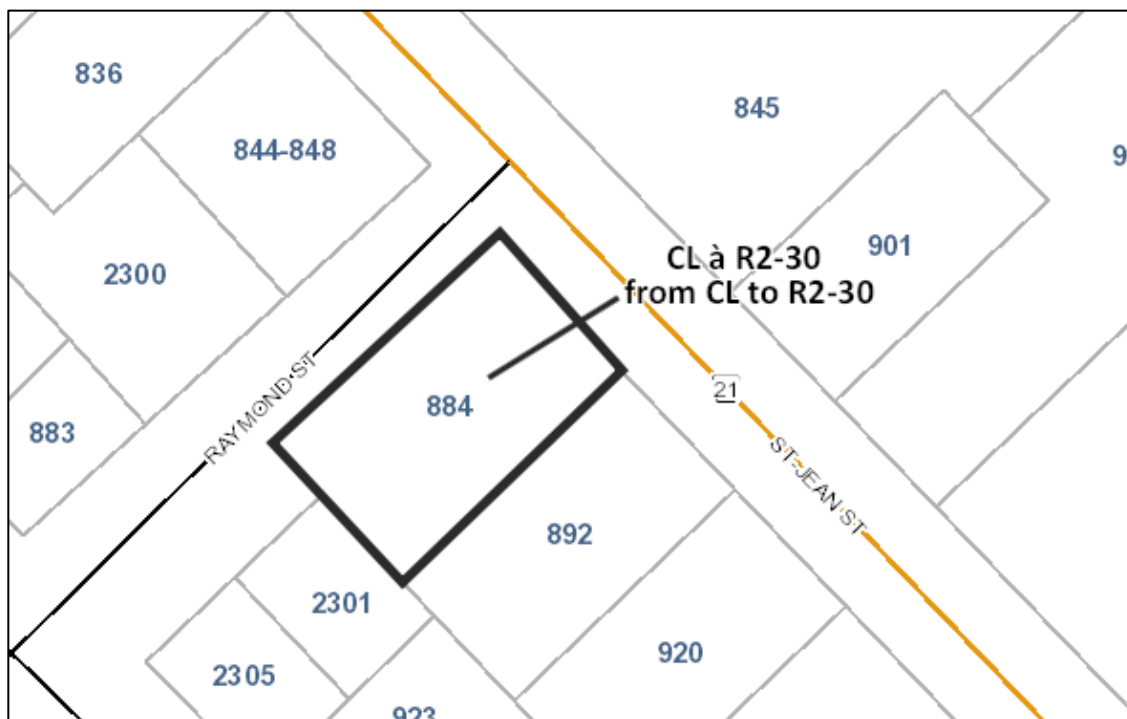
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## **EXPLANATORY NOTE**

### **Purpose and Effects of this By-Law**

The purpose of the by-law is to amend Zoning By-Law No. 2016-10 in order to modify the zoning category for the property described as 880-884 St-Jean Street from "Local Commercial (CL) Zone" to "Urban Residential Second Density – Exception 30 (R2-30) Zone". The owners intend to convert the current building into a detached dwelling and build a semi-detached dwelling on a new lot, which is subject to the consent application D-10-896. The exception would permit a 1.34m rear yard and a driveway width of 10.8m for a detached dwelling and permit a driveway width of 6.65m per dwelling unit and eliminate the 1m landscape buffer between a private driveway and an interior side lot line for a semi-detached dwelling.

For further information concerning the amendment to Zoning By-Law No. 2016-10, you may contact the Infrastructure and Planning Department, at the Town Hall, 1560 Laurier Street or by telephone at (613) 446-6022.

**CÉDULE « A » / SCHEDULE "A"****De/From CL à/to R2-30**

<div data-bbox="212 1066 289 1150" data-label="Image"> </div> <p>Terrain(s) touché(s) par ce règlement Area(s) affected by this by-law</p> <p>Changement de zonage /Zone change de/from CL à/to R2-30</p> <p>Certification d'authenticité Certificate of Authentication</p> <p>Ceci constitue le plan Cédule «A» du Règlement de zonage n° 2020-72, adopté le 9 septembre 2020.</p> <p>This is plan Schedule "A" to Zoning By-Law No. 2020-72, passed the 9<sup>th</sup> day of September, 2020</p> <p><b>Guy Desjardins, Maire / Mayor</b></p>	<p>Plan Cédule «A» du règlement n° 2020-72 Schedule "A" to By-Law No. 2020-72</p> <p>880-884 rue St-Jean Street Partie du/Part of lot 27, Concession 1 O.S.</p> <p>Cité de Clarence-Rockland City</p> <p>Préparé par/prepared by Cité de Clarence-Rockland City 1560, rue Laurier Street Rockland, Ontario K4K 1P7</p> <p>Pas à l'échelle/Not to scale</p> <p><b>Monique Ouellet, Greffière / Clerk</b></p>
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## REPORT N° AMÉ-20-46-R

<b>Date</b>	24/08/2020
<b>Submitted by</b>	Nicolas Denis
<b>Subject</b>	Zoning By-law Amendment – Yann and Jonathan Lecompte – 880-884 St-Jean Street
<b>File N°</b>	D-14-538

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

The purpose of this report is to present an amendment to the Zoning By-law 2016-10 of the City of Clarence-Rockland for a property described as Part Lot 27, Concession 1 O.S (880-884 St-Jean Street). This amendment would modify the zoning designation from "Local Commercial (CL) Zone" to "Urban Residential Second Density – Exception 30 (R2-30) Zone". The owners intend to convert the current building into a detached dwelling and build a semi-detached dwelling on a new lot, which is subject to the consent application D-10-896. The exception would permit a 1.34m rear yard and a driveway width of 10.8m for a detached dwelling and permit a driveway width of 6.65m per dwelling unit and eliminate the 1m landscape buffer between a private driveway and an interior side lot line for a semi-detached dwelling.

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

N/A

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

**THAT** Council approves By-law 2020-72, amending the Zoning By-Law 2016-10, in order to change the zoning category of the property located at 880-884 St-Jean Street from "Local Commercial (CL) Zone" to "Urban Residential Second Density – Exception 30 (R2-30) Zone", as recommended by the Infrastructure and Planning Department.

**QUE** Le Conseil approuve le règlement 2020-72 modifiant le Règlement de Zonage 2016-10 afin de changer le zonage de la propriété au 880-884 rue St-Jean de « Zone de commerces locaux – (CL) », à « Zone Résidentielle Urbaine de Densité 2 – Exception 30 (R2-30) », tel que recommandé par le Département d'infrastructure et aménagement du territoire.

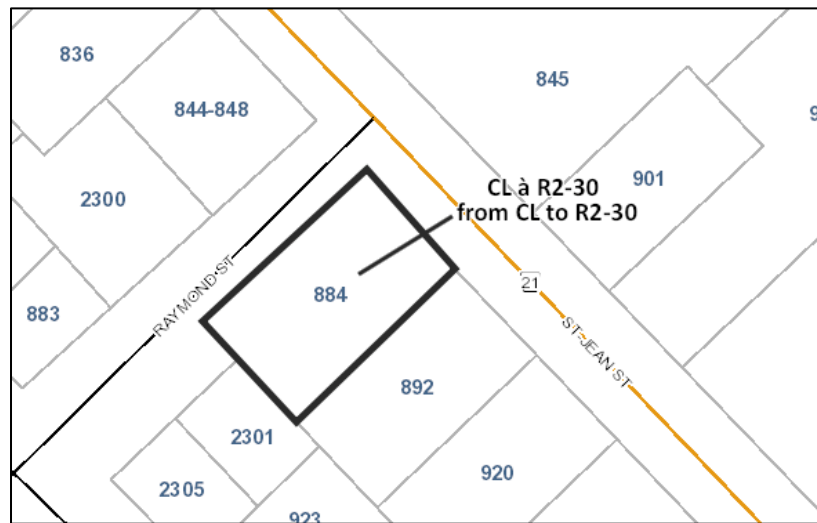
#### 4) **BACKGROUND :**

Lavoie Design and Drafting Inc. on behalf of Yann and Jonathan Lecompte submitted a complete application in order to amend the Zoning By-law 2016-10 for the property located at 880-884 St-Jean Street in Rockland (see figure 1). The attached *Site Plan* and *House Plan* as well as *Planning Application Cover Letter*, from Lavoie Design & Drafting Inc., in support of the application were submitted as supporting documents to this application.

The subject property is located on St-Jean street, within the built-up area of the Urban Area of Rockland. The proposed amendment to the Zoning By-law 2016-10 would modify the zoning category from "Local Commercial (CL) Zone" to "Urban Residential Second Density – Exception 30 (R2-30) Zone". Should the proposed by-law amendment be adopted, the property owners intend to convert the current building into a detached dwelling and build a semi-detached dwelling on a new lot, which is subject to the consent application D-10-896. The special exception would permit a 1.34m rear yard and a driveway width of 10.8m for a detached dwelling and permit a driveway width of 6.65m per dwelling unit and eliminate the 1m landscape buffer between a private driveway and an interior side lot line for a semi-detached dwelling.

The attached preliminary site plan and house plans illustrate the proposed semi-detached dwelling with second units at the basement level and the existing building to be modified and converted into a single-family dwelling. The building currently located on the property was previously used as a veterinary clinic for numerous years. The new owners are not interested in pursuing similar commercial uses on the property and prefer reinstating the original residential uses and divide the lot in two for an infill development. As previously mentioned, this application is concurrent with the consent application D-10-896. This application will be presented to the Committee of Adjustment on September 23<sup>rd</sup>, 2020.

The application was deemed complete on August 12<sup>th</sup>, 2020. A notice of public meeting was sent to different agencies and to the property owners within 120 meters of the subject property on August 12<sup>th</sup>, 2020. A sign has also been posted on the property.



**Figure 1: Location of the subject property**

5) **DISCUSSION :**  
**PROVINCIAL POLICY STATEMENT**

The Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. The vision for Ontario's land use planning system as mentioned in Part IV of the PPS indicates that the wise management of development may involve directing, promoting or sustaining development, and as such, long-term gains should take precedence over short-term gains.

The PPS encourages intensification and infill development within the built-up areas of settlement areas where municipal infrastructure is sufficient to accommodate it. Municipal water and sewer services are available at the subject property. The property has sufficient frontage on a municipal road.

Furthermore, Section 1.1.1 entitled Managing and directing land use to achieve efficient and resilient development and land use patterns provides a framework to sustain Healthy, livable and safe communities. This section seeks to promote "efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term", accommodate "an appropriate range and mix of residential uses (including second units, affordable housing and housing for older persons" and promote "cost-effective development patterns and standards to minimize land consumption and servicing costs".

Additionally, Section 1.1.3.1 stipulates that "Settlement areas shall be the focus of growth and development and their vitality and regeneration shall be promoted." Section 1.4.1 (Housing) further adds that we should "provide for an appropriate range and mix of housing types and densities required to meet projected requirements of current and future residents of the regional market area, planning authorities

shall maintain at all times where new development is to occur, land with servicing capacity sufficient to provide at least a 3 year supply of residential units available through lands suitably zoned to facilitate residential intensification and redevelopment, and land in draft approved and registered plans”

Lastly, Section 1.4.3 states that a range and mix of housing types shall be provided by “directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs”.

The proposed development is consistent with the policies of the PPS as it will promote a range and mix of residential units and will be on municipal services.

#### OFFICIAL PLAN OF THE UNITED COUNTIES OF PRESCOTT AND RUSSELL

The property is identified under the “*Urban Policy Area*” designation on Schedule “A” of the Official Plan of the United Counties of Prescott and Russell. This designation applies to Towns or Villages with a population of 1000 or more which have been developed on full municipal services. It is intended that this area is to absorb a significant part of future growth in the United Counties of Prescott and Russell and maximize development on available infrastructures. Directing growth to our communities will result in compact development, which in turn helps to ensure efficient use of infrastructures. Compact development patterns will also help to ensure that future infrastructure expansions will take place in a more cost efficient manner.

Section 2.1.2.1 f) indicates that a portion of the County’s future housing needs shall be provided through residential intensification, such as, modest intensification in stable residential areas respecting the character of the area. Stable residential areas are considered to be established areas generally consisting of predominantly low density housing on local roads with the built boundary. The proposed development is located within an area with predominantly single-family dwellings and light infilling and densification has recently occurred on Raymond Street. These recent developments have been well received and respect the general character of the area.

As per Section 7.6.1 of the County Official Plan, infill development as a way of achieving the Counties’ goals regarding affordable housing is encouraged. The Official Plan states that “local Councils will provide for affordable housing by enabling a full range of housing types and densities [...] by: [...] encouraging infill and housing intensification particularly in urban core areas”.

This designation supports diversified mixed communities offering a range of housing types. As such, the proposed Zoning By-law amendment is in line with the policies of the Official Plan of the United Counties of Prescott and Russell.

#### OFFICIAL PLAN OF THE URBAN AREA OF THE CITY OF CLARENCE-ROCKLAND

The subject property is located within the "*Low Density Residential*" designation on Schedule "A" of the Official Plan of the Urban Area of the City of Clarence-Rockland. This designation permits single detached and semi-detached dwellings.

The Official Plan of the United Counties of Prescott and Russell and the Official Plan of the Urban Area of the City of Clarence-Rockland share similar policies promoting residential infill and intensification as well as policies aimed at ensuring adequate provision of affordable housing options (Section 4.10.1).

Likewise, Section 2.14 of the Urban Area Official Plan promotes affordable housing. Specifically, it says:

"Council shall encourage infill and housing intensification, particularly in the core area of the Urban Area. Development standards and densities within the Urban Area should be cost-effective, thereby reducing the costs associated with housing. Alternative housing types, such as garden suites and accessory dwelling units, and secondary dwellings shall be permitted in the Urban Area."

As such, the proposed Zoning By-law amendment is in line with the policies outlined in the Official Plan of the urban area of the City of Clarence-Rockland.

#### CITY OF CLARENCE-ROCKLAND ZONING BY-LAW 2016-10

The subject property is located within the "Local Commercial (CL) Zone." However, the proposed zoning amendment would change the zone to "Urban Residential Second Density – Exception 30 (R2-30) Zone".

Should the proposed by-law amendment be adopted, the special exception would permit a 1.34m rear yard and a driveway width of 10.8m for a detached dwelling. That being said, the current building has frontage on St-Jean Street. It is proposed that the future single-family dwelling changes its civic address from St-Jean Street to Raymond Street in order to reflect the façade of the building and parking area. By doing so, the current interior side yard would become

the rear yard. Table 6.3.2 of the Zoning by-law 2016-10 prescribes a 7.5m minimum rear yard in an "Urban Residential Second Density Zone." Although, this can be considered a very small rear yard, the shape of the building changes direction in the south corner of the lot and is set back approximately 7.5m from the property line. This area allows approximately 33 square metres of backyard space.

Furthermore, as previously mentioned, the building was previously used as a veterinary clinic. Four parking spaces were provided on site for patrons (5.6m by 2.7m parking spaces) and will now be considered as a driveway for the proposed single-family dwelling. The width of the proposed driveway is 10.8m. According to section 5.8.2 of the Zoning by-law 2016-10: "the maximum width of a driveway shall be 9.0 metres for a lot having a lot frontage equal to or greater than 18.0 meters." This zoning amendment seeks to legalize the additional 1.8m of driveway width. The proposed single-family dwelling will meet all other provisions of the Zoning By-law 2016-10.

Also, if the proposed by-law amendment is adopted, the special exception would permit a driveway width of 6.65m per dwelling unit and eliminate the 1m landscape buffer between a private driveway and an interior side lot line for a semi-detached dwelling. The owners are proposing a conventional 5.4m wide driveway per dwelling unit, however, with a sidewalk directly attached to the driveway. As per section 5.8.2 d), if the sidewalk is not set back a minimum of 0.6m from the driveway, the sidewalk is included in the driveway surface. That being said, the proposed driveway will have a total width of 6.65m. The location of the sidewalk is to reflect the location of the front door of each dwelling units. There is enough space in the driveway and garage to accommodate the required parking spaces, therefore, the sidewalk is not anticipated to be utilized as nothing more than a sidewalk for the homeowners or tenants to access their home.

In addition, the owners are proposing eliminating the 1m landscape buffer located between a private driveway and an interior side lot line. The goal of a landscape buffer is to allow runoff water from impermeable surfaces to be absorbed by the surrounding soil. Without this landscape buffer, water can runoff on neighbouring properties. The owners will need to demonstrate before obtaining a building permit that the driveway is graded in such a way that all runoff water will remain completely on the subject property. It is also important to note that by eliminating the landscape buffer, additional space is provided between private driveways and therefore, creates a more spacious area for snow storage during the winter months (approximately 32 m<sup>2</sup>). The proposed semi-detached dwelling will meet all other provisions of the Zoning By-law 2016-10.

6) **CONSULTATION:**

A notice of acknowledgement of a complete application for a zoning by-law amendment was sent to all property owners within 120 metres, to relevant public agencies and City departments on August 12<sup>th</sup>, 2020. Further, a public notice was placed on site on August 12<sup>th</sup>, 2020. The public meeting of the Planning Committee on the 2<sup>nd</sup> of September, 2020 will serve to collect comments from the public.

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

**United Counties of Prescott and Russell:** No comments.

**Hydro One:** Future servicing of this property could be an issue as the infrastructure there is at max capacity. All costs for this work will be paid by the person developing the property.

**City of Clarence-Rockland Departments**

**Building Department:** No comments.

**Community Services:** No comments.

**Infrastructure Services:** No comments.

**Finance Department:** Must ensure that taxes are up to date.

**Protective Services:** No comments.

**Planning Committee**

No comments from the public were expressed during the meeting.

A question was asked from a member of the Planning Committee regarding the amount of available parking spaces for the proposed semi-detached dwelling and secondary units. It was expressed that the parking spaces are in conformity with the required amount and dimensions as prescribed by the Zoning by-law 2016-10.

The Planning Committee recommends to Council the approval of By-law 2020-72, amending the Zoning By-Law 2016-10, in order to change the zoning category of the property located at 880-884 St-Jean Street from "Local Commercial (CL) Zone" to "Urban Residential Second Density – Exception 30 (R2-30) Zone".

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:**

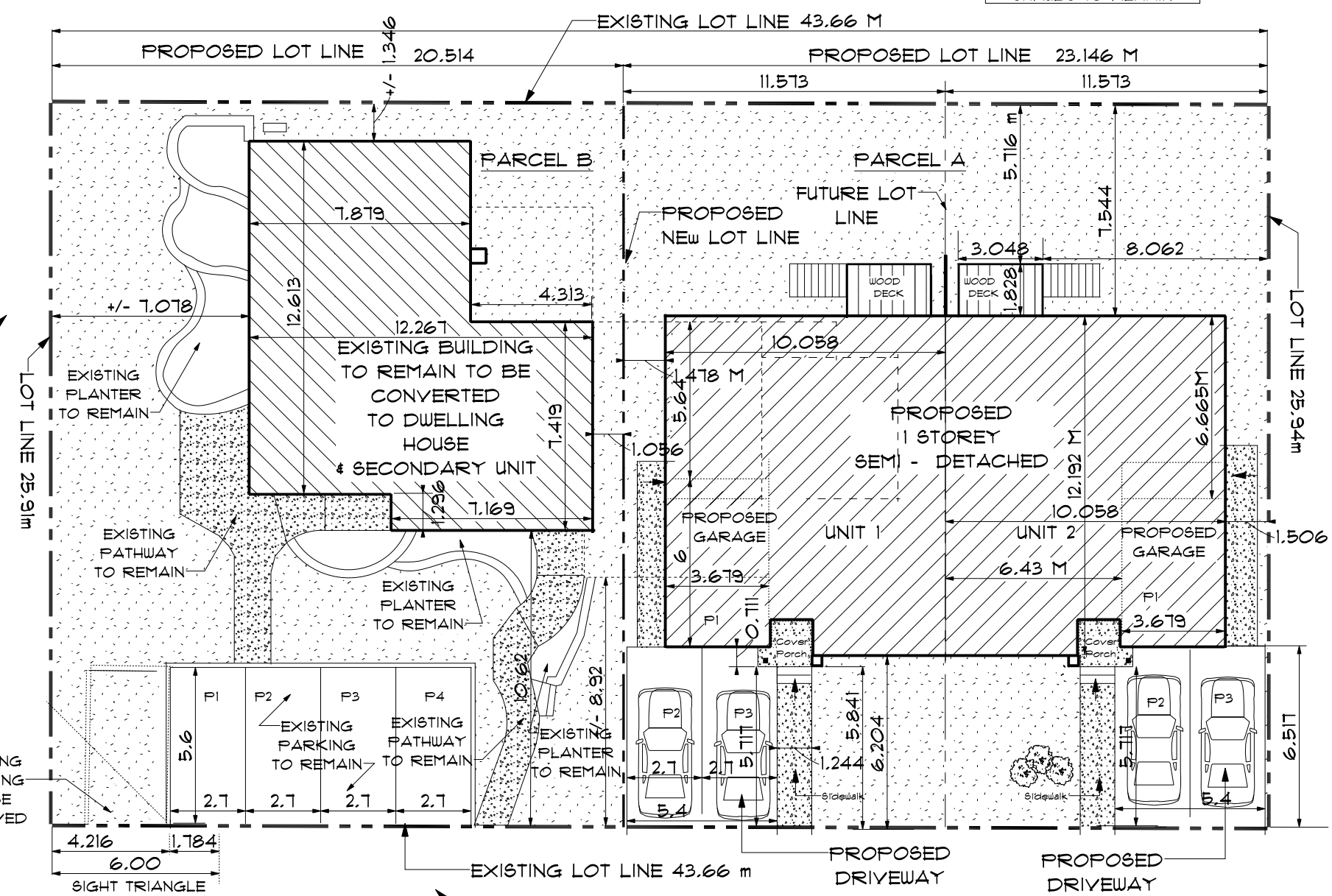
By-law 2020-72

Site Plan

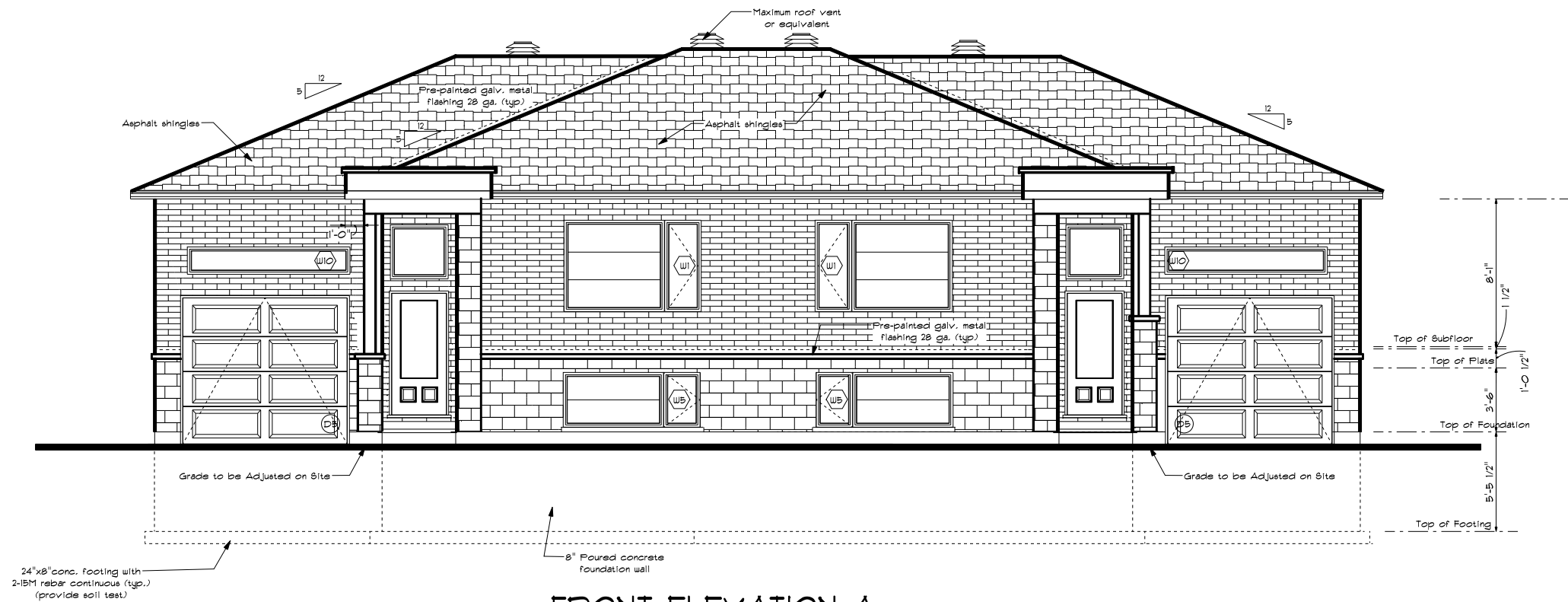
House Plan

Planning Application Cover Letter









FRONT ELEVATION A

PROFESSIONAL ENGINEER

PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

PRODUCTS & MATERIAL  
SHALL NOT BE ORDERED  
WITH THESE DRAWINGS

I, LUC LAVOIE, DECLARE THAT I REVIEWED  
AND TAKE RESPONSIBILITY FOR THE  
DESIGN WORK ON BEHALF OF A FIRM  
REGISTERED UNDER SUBSECTION 3.2.4 OF  
DIVISION C, OF THE BUILDING CODE. I AM  
QUALIFIED, AND THE FIRM IS REGISTERED, IN  
THE APPROPRIATE CLASSES / CATEGORIES.

INDIVIDUAL B.C.I.N.: 23595  
FIRM B.C.I.N.: 112054

DATE

Luc Lavoie  
REGISTERED B.C.I.N.  
ARCHITECTURAL DESIGNER

2	ISSUED FOR APPROVAL	21/07/2020
1	ISSUED FOR PRELIMINARY	29/06/2020
NO.	REVISIONS	DATE

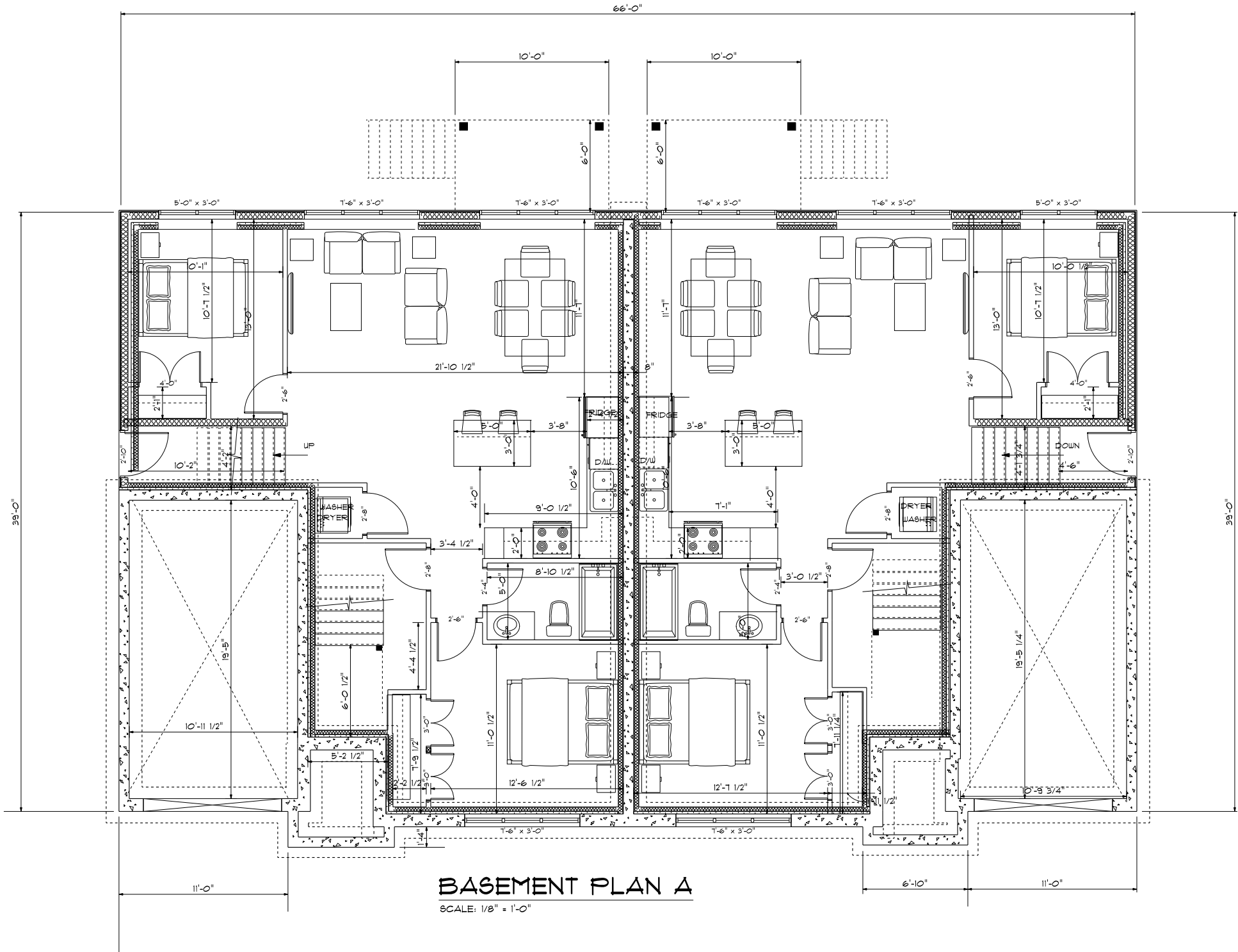


1041 NOTRE DAME STREET, P.O. BOX 928,  
EMBRUN, ON. K0A 1W0  
WEBSITE: WWW.LAVOIEDESIGN.CA  
EMAIL: INFO@LAVOIEDESIGN.CA  
613-443-3461

PROJECT NAME

PROPOSED  
SEMI DETACHED  
FOR  
YANN & JONATHAN  
LECOMTE  
RAYMOND STREET ROCKLAND, ONTARIO

PROJECT NO.	2020-0006	DRAWINGS NO.
DRAWN BY	L.LAVOIE	1 3
VERIFIED BY	L.LAVOIE	



BASEMENT PLAN A  
SCALE: 1/8" = 1'-0"

PROFESSIONAL ENGINEER

PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

PRODUCTS & MATERIAL  
SHALL NOT BE ORDERED  
WITH THESE DRAWINGS

I, LUC LAVOIE, DECLARE THAT I REVIEWED  
AND TAKE RESPONSIBILITY FOR THE  
DESIGN WORK ON BEHALF OF A FIRM  
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2	ISSUED FOR APPROVAL	21/07/2020
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NO.	REVISIONS	DATE



DESIGN & DRAFTING INC.

1041 NOTRE DAME STREET, P.O. BOX 928,  
EMBRUN, ON. K0A 1W0  
WEBSITE: WWW.LAVOIEDESIGN.CA  
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613-443-3461

PROJECT NAME		
PROPOSED SEMI DETACHED FOR YANN & JONATHAN LECOMTE RAYMOND STREET ROCKLAND , ONTARIO		
PROJECT NO.	2020-0006	DRAWINGS NO.
DRAWN BY	L.LAVOIE	2a 3
VERIFIED BY	L.LAVOIE	

VERIFIED BY	L.LAYOIE
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$$\frac{3a}{3}$$





Lavoie Design & Drafting Services  
1047 Notre-Dame Street  
Embrun, ON  
K0A 1W0  
T : 613-443-3461  
ext : 23  
E : llavoie@lavoiedesign.ca

July 23, 2020

City of Clarence –Rockland

1560 rue Laurier Street

Rockland, Ontario

K4K 1P7

Attn.: Claire Lemay

Municipal Planner

Re: 880-884 St Jean Street – City of Rockland, Lot 27, Concession 1

This letter is to explain the proposed Official Plan Amendment and Zoning by-law amendment application at 880-884 St-Jean Street. We are proposing to sever the large lot into two parts to create 2 lots. Part A and Part B (on the attached site plan) will allow for a semi-detached to be built on Part A. The existing home on the property Part B will have renovations and parts of the existing will be remove.

The new Semi-detached dwelling on Part A will be approximate 984 square feet with a single garage of 254 square feet on each Semi. Secondary dwelling units will be built in each basement. Parking will be provided as per site plan.

The existing commercial on Part B will have section of the building that will be demolish .The building will be converted in a dwelling unit and the basement will be a secondary dwelling unit.

In conclusion, the Official Plan Amendment and Zoning by-law amendment applications are required and are necessary to achieve the proposed project of creating 2 new lots and 6 new dwelling units. Zoning by-law amendment will be required to change from CL to R2 zone for Part B and will have special exception zone to legalize existing setbacks from property lines (rear yard setback is less than the minimum required for the R2 zone. Also need a variance or special exception for the width of the existing driveway and the sight triangle.

Best regards,

A handwritten signature in dark ink, appearing to read "L. Lavoie", is written over a horizontal line.







# **Comité d'aménagement Planning Committee**

**Réunion virtuelle du 2 septembre 2020**

**Virtual meeting of September 2 2020**



# **Modification au Règlement de Zonage Zoning By-law Amendment**

**880-884 rue St-Jean Street  
Lavoie Design & Drafting Inc. For Yann and Jonathan  
Lecompte**



## **AMENDEMENT AU RÈGLEMENT DE ZONAGE 2016-10 / AMENDMENT TO THE ZONING BY-LAW 2016-10**

- Demande afin modifier le zonage de la propriété décrite comme étant le 880-884 rue St-Jean de « Zone de commerces locaux (CL) » à « Zone résidentielle urbaine de densité 2 – exception 30 (R2-30) ». Les propriétaires ont l'intention de convertir la bâtisse existante en habitation isolée et construire une habitation jumelée sur le nouveau lot qui fait l'objet de la demande d'autorisation D-10-896. L'exception aura pour effet de permettre une cour arrière de 1,34 m et une largeur de voie d'accès de 10,8 m pour une habitation isolée et permettre une largeur de voie d'accès de 6,65 m par unité d'habitation et éliminer la zone d'aménagement paysager de 1m au long d'une entrée privée et une ligne de lot latérale pour une habitation jumelée.

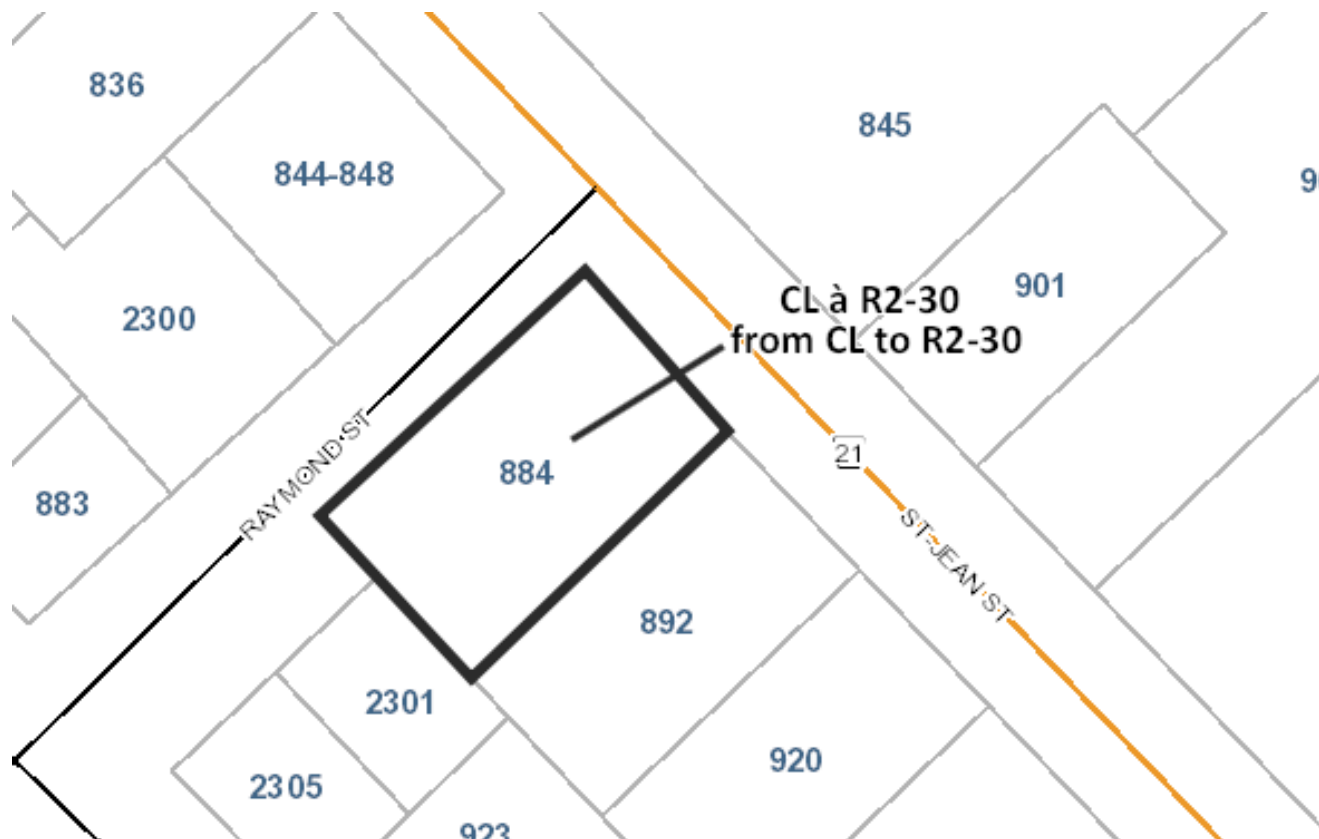


## **AMENDEMENT AU RÈGLEMENT DE ZONAGE 2016-10 / AMENDMENT TO THE ZONING BY-LAW 2016-10**

- The request would amend Zoning By-Law No. 2016-10 in order to modify the zoning category for the property described as 880-884 St-Jean Street from “Local Commercial (CL) Zone” to “Urban Residential Second Density – Exception 30 (R2-30) Zone”. The owners intend to convert the current building into a detached dwelling and build a semi-detached dwelling on a new lot, which is subject to the consent application D-10-896. The exception would permit a 1.34m rear yard and a driveway width of 10.8m for a detached dwelling and permit a driveway width of 6.65m per dwelling unit and eliminate the 1m landscape buffer between a private driveway and an interior side lot line for a semi-detached dwelling.

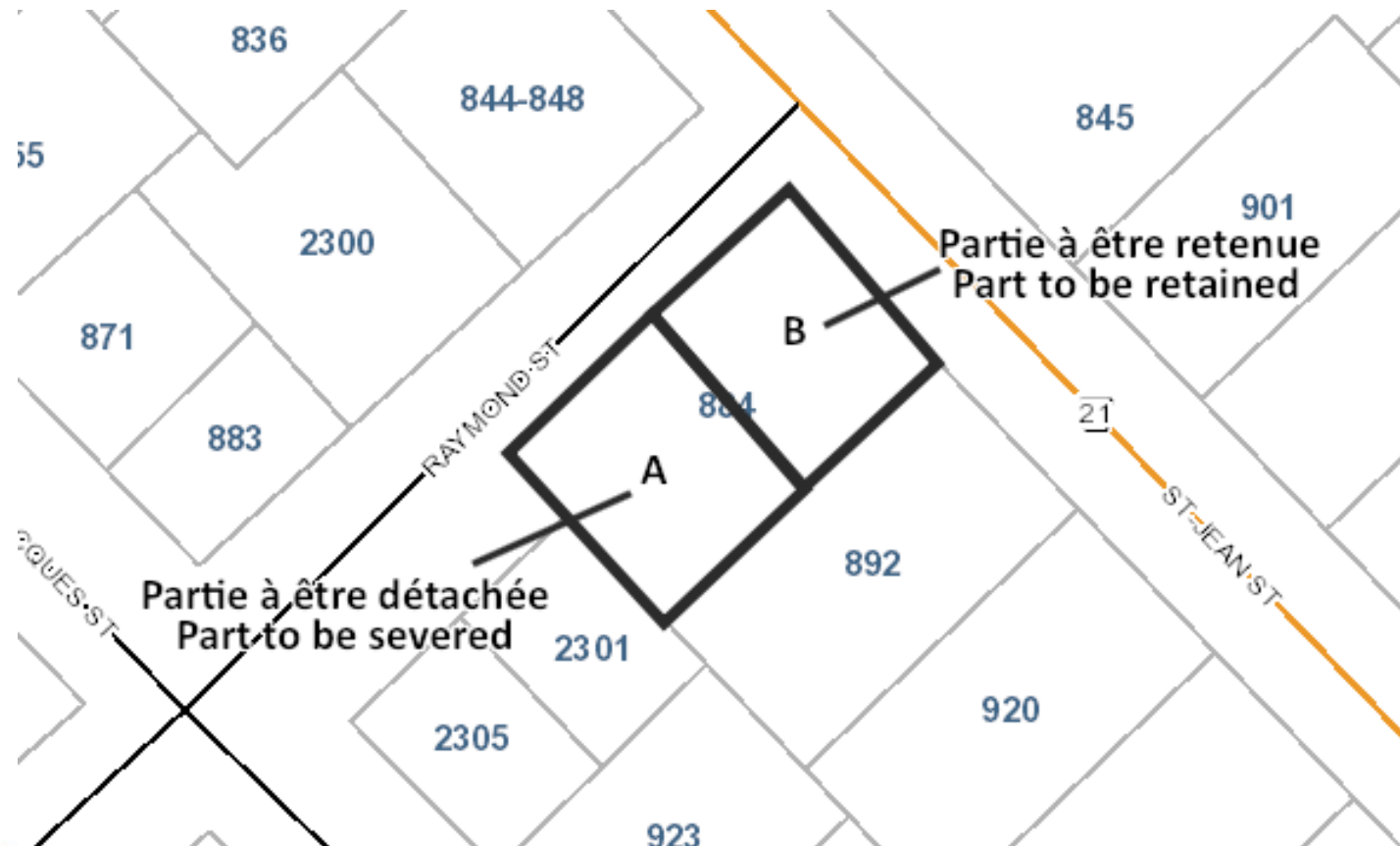


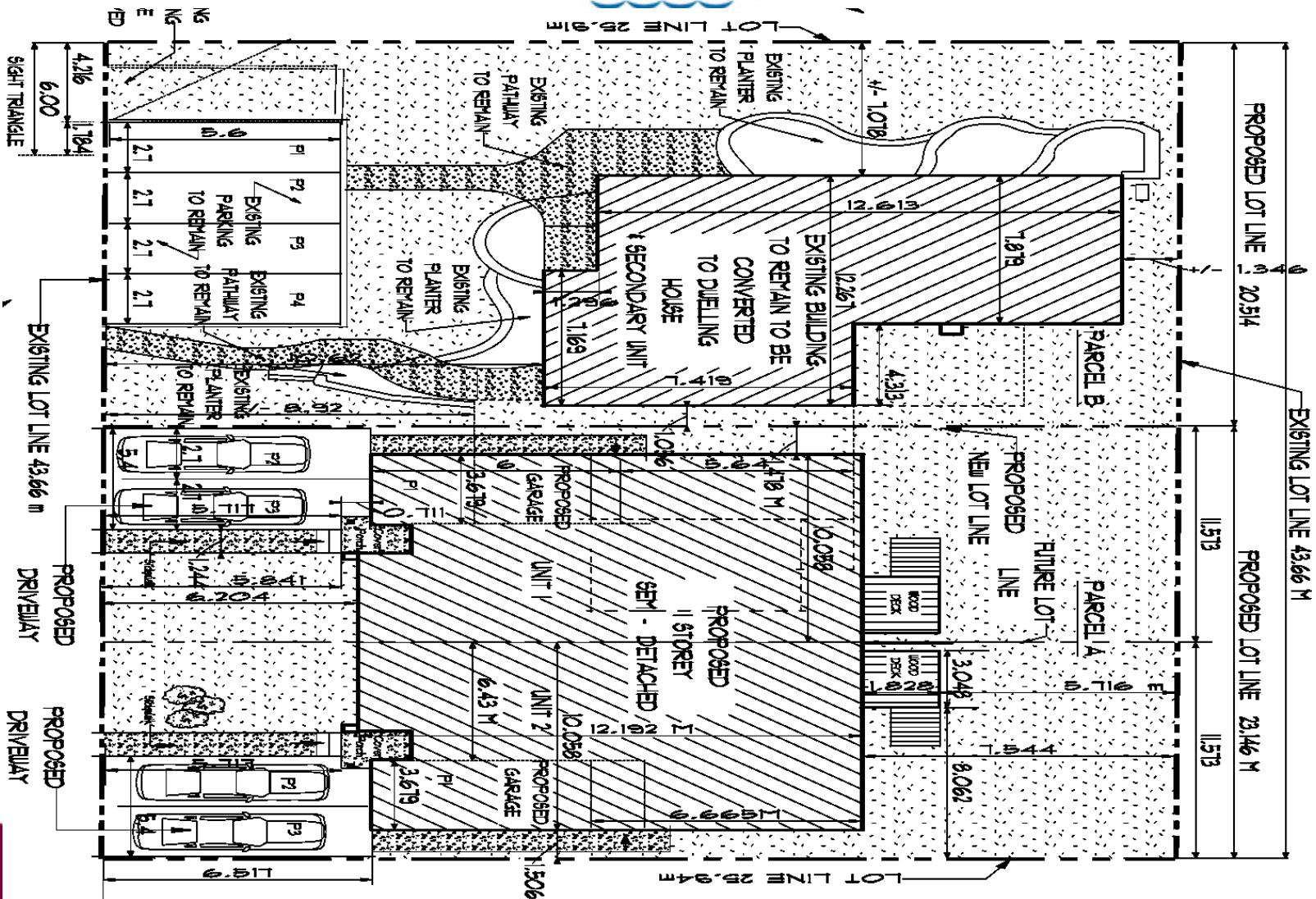
## Carte / Map





## Carte / Map















## Plan officiel des Comté unis de Prescott et Russell Official Plan of the United Counties of Prescott and Russell

- La propriété est identifiée sous le « *Secteur des politiques urbains* ».
- Les usages résidentiels sont permis dans ce secteur.
- The property is identified under the “*Urban Policy Area*”.
- Residential are permitted in this area.



## Plan officiel de l'aire urbaine de la Cité de Clarence-Rockland Official Plan of the Urban Area of the City of Clarence-Rockland

- La propriété est identifiée sous le « *Secteur des politiques résidentielles à faible densité* ».
- Les usages résidentiels sont permis dans ce secteur.
- The property is identified under the “*Low Density Residential Policy Area*”.
- Residential are permitted in this area.



## **Règlement de Zonage 2016-10**

### **Zoning By-law 2016-10**

- La cédule « A » du Règlement de zonage no 2016-10, sera amendée, en modifiant de « Zone de commerces locaux (CL) » à « Zone résidentielle urbaine de densité 2 – exception 30 (R2-30) »
- Schedule “A” of Zoning By-Law No. 2016-10 would be amended by changing the zoning from “Local Commercial (CL) Zone” to “Urban Residential Second Density – Exception 30 (R2-30) Zone”



## Règlement de Zonage 2016-10

### Zoning By-law 2016-10

« (dd) R2-30, 880-884 rue St-Jean

Nonobstant toute disposition contraire en vertu du présent Règlement en ce qui a trait aux terrains zonés R2-30, ceux-ci doivent être utilisés conformément aux dispositions ci-après :

Pour des *habitations isolées* :

- i) Cour arrière minimum : 1,34m
- ii) Largeur maximum d'une entrée privée : 10,8m

Pour des *habitations jumelées* :

- i) Largeur maximum d'une entrée privée par unité : 6,65m/UH
- ii) Largeur minimale de la bande tampon paysagée entre une entrée privée et une ligne de lot intérieure latérale : 0m »

“(dd) R2-30, 880-884 St-Jean Street

Notwithstanding the provisions of this By-law to the contrary, on the lands zoned R2-30, shall be used in accordance with the following provision(s):

For *detached dwellings*:

- i) Minimum rear yard: 1.34m
- ii) Maximum width of a private driveway: 10.8m

For *semi-detached dwellings*:

Maximum width of a private driveway: 6.65m/DU

Minimum width of a landscape buffer between a private driveway and an interior side lot line: 0m”





## COMMENTAIRES DES DIFFÉRENTS SERVICES / COMMENTS FROM OTHER DEPARTMENTS

- Le département des services communautaires, la division de la construction, le service des finances, le département d'infrastructure et le département des services de la protection n'ont aucune objection
- The Community Services, the Construction Department, the Finance Department, the Infrastructure Department and Protective Services did not raise any concerns.



## Recommendation from the Department / Recommendation du Service

- **QUE** Le Conseil approuve le règlement 2020-72 modifiant le Règlement de Zonage 2016-10 afin de changer le zonage de la propriété au 880-884 rue St-Jean de « Zone de commerces locaux – (CL) », à « Zone Résidentielle Urbaine de Densité 2 – Exception 30 (R2-30) », tel que recommandé par le Département d’infrastructure et aménagement du territoire.
- **THAT** Council approves By-law 2020-72, amending the Zoning By-Law 2016-10, in order to change the zoning category of the property located at 880-884 St-Jean Street from “Local Commercial (CL) Zone” to “Urban Residential Second Density – Exception 30 (R2-30) Zone”, as recommended by the Infrastructure and Planning Department.



# Questions?



**RÈGLEMENT DE ZONAGE N° 2020-XX**

Amendant le Règlement de zonage n° 2016-10

Corporation de la Cité de Clarence-Rockland

321 rue Laurier  
Partie du lot 22, concession 1 (O.S.)

rédigé par

Cité de Clarence-Rockland  
1560, rue Laurier  
Rockland (Ontario)  
K4K 1P7  
(613) 446-6022

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**ZONING BY-LAW NO. 2020-XX**

Amending Zoning By-Law No. 2016-10

The Corporation of the City of Clarence-Rockland

321 Laurier Street  
Part of Lot 22, Concession 1 (O.S.)

prepared by

City of Clarence-Rockland  
1560 Laurier Street  
Rockland, Ontario  
K4K 1P7  
(613) 446-6022

## LA CORPORATION DE LA CITÉ DE CLARENCE-ROCKLAND

### RÈGLEMENT N° 2020-XX

#### RÈGLEMENT AMENDANT LE RÈGLEMENT DE ZONAGE N° 2016-10;

**ATTENDU QUE** le Règlement de zonage n° 2016-10 régit l'utilisation des terrains, la construction et l'utilisation des bâtiments et structures sur le territoire de la Cité de Clarence-Rockland; et

**ATTENDU QUE** le Conseil de la Corporation de la Cité de Clarence-Rockland considère qu'il est opportun d'amender le Règlement de zonage n° 2016-10, tel qu'il suit;

**PAR LA PRÉSENTE**, le Conseil de la Corporation de la Cité de Clarence-Rockland donne force de loi à ce qui suit:

**Article 1 :** La propriété décrite comme étant une partie du lot 22, concession 1 (O.S.), adresse civique 321 rue Laurier, identifiée à la cédule «A» ci-jointe, et faisant partie du présent règlement, est le terrain concerné par ce règlement.

**Article 2 :** La cédule « B » du Règlement de zonage n° 2016-10, est par la présente amendée en modifiant la catégorie de zonage de la propriété de « *Zone commerciale générale (CG)* » à « *Zone commerciale générale – exception 12 (CG-12)* », tel qu'identifiée à la cédule « A » ci-jointe, et faisant partie intégrante du présent règlement.

**Article 3 :** L'article 7.1.3 (I) du Règlement de zonage n. 2016-10, est par la présente modifiée pour lire comme suit :

« (I) CG-12, 321 rue Laurier

Nonobstant toute dispositions contraire en vertu du présent Règlement, les terrains zonés CG-12, doivent être utilisés conformément aux dispositions ci-après :

i) Utilisations additionnelles permises :

- entreposage commercial en libre-service
- entreposage à l'extérieure

Selon les dispositions de la Zone de commerce routier (CH).

ii) Aucune zone tampon paysagée n'est requise le long de la ligne de propriété latérale intérieure adjacente à une Zone de commerce routier (CH). »

**Article 4 :** Le présent règlement entrera en vigueur à la date de son adoption par le Conseil sous réserve de l'approbation du Tribunal ou suite à la date

limite pour le dépôt des avis d'opposition, selon le cas.

**FAIT ET ADOPTÉ EN RÉUNION PUBLIQUE, CE 21<sup>IÈME</sup> JOUR DE SEPTEMBRE 2020.**

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**Guy Desjardins, maire**

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**Monique Ouellet, greffière**

## THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

### BY-LAW NO. 2020-XX

#### **BEING A BY-LAW TO AMEND ZONING BY-LAW NO. 2016-10;**

**WHEREAS** Zoning By-Law no. 2016-10 regulates the use of land, and the use and erection of buildings and structures in the City of Clarence-Rockland; and

**WHEREAS** the Council of the Corporation of the City of Clarence-Rockland considers appropriate to amend Zoning By-Law No. 2016-10, as described;

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

**Section 1:** The property consists of Part of Lot 22, Concession 1 (O.S.), civic address 321 Laurier Street, identified on Schedule "A" attached to and forming part of this by-law shall be the lot affected by this by-law.

**Section 2:** Map "B" of Zoning By-Law No. 2016-10 is hereby amended by changing the zoning category of the property from "*General Commercial (CG) Zone*" to "*General Commercial – Exception 12 (CG-12) Zone*" as identified on Schedule "A" of the map attached hereto and fully integrated as part of this By-law.

**Section 3:** Section 7.1.3 (l) of By-law 2016-10 is hereby modified to read as follows:

“(l) CG-12, 321 Laurier Street

Notwithstanding the provisions of this By-law to the contrary, on the lands zoned CG-12, the following provisions shall apply:

i) Additional permitted uses:

- commercial self-storage
- outside storage

In accordance with the Highway Commercial (CH) Zone requirements.

ii) No landscape buffer is required along the interior side lot line adjacent to a Highway Commercial (CH) Zone.”

**Section 4:** This By-law shall become effective on the date of passing hereof, subject to the approval of the Tribunal or following the last date for filing objections as the case may be.

**DATED AND PASSED IN OPEN COUNCIL, THIS 21<sup>ST</sup> DAY OF SEPTEMBER 2020.**

**Guy Desjardins, Mayor**

**Monique Ouellet, Clerk**

## **NOTE EXPLICATIVE**

### **But et effet du Règlement**

Le but du présent règlement consiste à modifier le zonage de la propriété décrite comme étant le 321 rue Laurier de « Zone commerciale générale (CG) », à « Zone commerciale générale – Exception 12 (CG-12) » afin de permettre l'entreposage commerciale à libre-service et l'entreposage à l'extérieur. L'exception spéciale permet également l'omission de la zone tampon paysagée le long de la ligne de propriété séparant le site de la propriété au 331-345 rue Laurier.

Pour tous renseignements supplémentaires relativement à cette modification au Règlement de zonage n° 2016-10, veuillez communiquer avec le Département d'infrastructure et aménagement du territoire à l'Hôtel de ville situé au 1560, rue Laurier ou par téléphone au numéro (613) 446-6022.

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## **EXPLANATORY NOTE**

### **Purpose and Effects of this By-Law**

The purpose of the by-law is to amend Zoning By-Law No. 2016-10 in order to modify the zoning category of the property at 321 Laurier Street from "General Commercial (CG) Zone" to "General Commercial – Exception 12 (CG-12) Zone" in order to permit commercial self-storage and outside storage. The special exception zone also permits the omission of the landscape buffer along the property line separating the site from the property at 331-345 Laurier Street.

For further information concerning the amendment to Zoning By-Law No. 2016-10, you may contact the Infrastructure and Planning Department, at the Town Hall, 1560 Laurier Street or by telephone at (613) 446-6022.

**CÉDULE « A » / SCHEDULE "A"**

<p>  Terrain(s) touché(s) par ce règlement  Area(s) affected by this by-law </p> <p> Changement de zonage /Zone change  de/from CG à/to CG-12 </p> <p> Certification d'authenticité  Certificate of Authentication </p> <p> Ceci constitue le plan Cédula «A» du  Règlement de zonage n° 2020-XX,  adopté le 21 septembre 2020. </p> <p> This is plan Schedule "A" to Zoning By-  Law No. 2020-XX, passed the 21<sup>st</sup> day  of September, 2020 </p> <p> <b>Guy Desjardins, Maire / Mayor</b> </p>	<p> Plan Cédula «A» du règlement n° 2020-XX  Schedule "A" to By-Law No. 2020-XX </p> <p> 321 rue Laurier  321 Laurier Street </p> <p> Cité de Clarence-Rockland City </p> <p> Préparé par/prepared by  Cité de Clarence-Rockland City  1560, rue Laurier Street  Rockland, Ontario K4K 1P7 </p> <p> Pas à l'échelle/Not to scale </p> <p> <b>Monique Ouellet, Greffière / Clerk</b> </p>
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## REPORT N° AME-20-51-R

<b>Date</b>	24/08/2020
<b>Submitted by</b>	Claire Lemay
<b>Subject</b>	Zoning By-law Amendment – 321 Laurier Street – Spacebuilders Ottawa Ltd.
<b>File N°</b>	D-14-539

1) **NATURE/GOAL :**

The purpose of this report is to present a proposed amendment to the Zoning by-law 2016-10 for the 321 Laurier Street. The property owners, Spacebuilders Ottawa Ltd intend to use the property for commercial self-storage.

2) **DIRECTIVE/PREVIOUS POLICY :**

N/A

3) **DEPARTMENT'S RECOMMENDATION :**

WHEREAS the proposed amendment to the Zoning By-law for the property described as Part of Lot 22, Concession 1 O.S., City of Clarence-Rockland, civic address 321 Laurier Street, is consistent with the Provincial Policy Statement and conforms to the Official Plan of the United Counties of Prescott and Russell and to the Official Plan of the Urban Area of the City of Clarence-Rockland;

THAT Municipal Council adopts by-law no. 2020- amending the Zoning By-law 2016-10 in order to change the zoning category of the property at 321 Laurier Street from "General Commercial (CG) Zone" to "General Commercial – Exception 12 (CG-12) Zone" in order to permit commercial self-storage and outdoor storage, with no landscape buffer adjacent to a "Highway Commercial (CH) Zone", as recommended by the Planning Committee and by the Infrastructure and Planning Department.

ATTENDU QUE l'amendement proposé au Règlement de zonage pour la propriété décrite comme étant une partie du lot 22, concession 1 (OS), 321 rue Laurier, est conforme à la Déclaration de principes provinciale, au Plan officiel des Comtés unis de Prescott et Russell, et au Plan officiel de l'aire urbaine de la Cité de Clarence-Rockland;

QUE le Conseil municipal adopte le règlement No. 2020- modifiant le règlement de zonage 2016-10 afin de modifier la catégorie de zonage de la propriété situé au 321 rue Laurier de « Zone commerciale générale (CG) », à « Zone commerciale générale – Exception 12 (CG-12) » afin de permettre l'entreposage commercial à libre-service et

l'entreposage à l'extérieure, sans zone tampon paysagée adjacent à une « Zone de commerce routier (CH) ».

4) **BACKGROUND :**

Spacebuilders Ottawa Ltd, owner of the subject property, submitted an application for a zoning by-law amendment on August 12, 2020. Public notices were sent to neighbouring property owners within 120m on August 12, and a notice sign was placed on site.

5) **DISCUSSION :**

The subject property, 321 Laurier Street, is located in the town of Rockland. The property is flag-shaped, with a small lot frontage. As illustrated in the map and aerial photo below, the lot is surrounded by residential-use properties to the north, south, and east. To the west is the Potvin Construction, Landrock, and Spacebuilders offices and storage yard.



### **Official Plan of the United Counties of Prescott and Russell**

The subject property is located in the Urban Policy Area according to Schedule A of the Official Plan of the United Counties of Prescott and Russell. This land use designation permits a variety of residential, commercial, and institutional uses, including service commercial uses. Section 2.2.8 of the Official Plan indicates that commercial uses should be permitted if they are compatible with the surrounding community and can be appropriately serviced. A broad range of commercial uses is encouraged. New commercial uses are subject to Site Plan Control "in order to regulate the physical character of commercial development and to ensure compatibility with established neighbourhoods." The

details of the site servicing and landscaping are to be determined through the Site Plan Control process.

### **Official Plan of the Urban Area of the City of Clarence-Rockland**

The subject property is located within the Service Commercial land use designation on Map A of the Official Plan of the Urban Area of the City of Clarence-Rockland. Section 5.2.2, policy 2 of the Official Plan indicates that:

“Where a permitted service commercial use, including automotive commercial uses abut an existing residential use or lands designated Residential, adequate buffers, screens and landscaping shall be used to mitigate any potential impacts due to noise, lighting, fumes, and any other nuisances.”

Furthermore, policy 7 of the same section reads as follows:

“The visual impact of outdoor storage or parking on adjacent uses and from the street will be minimized through appropriate means.”

The Zoning By-law amendment application requests that no landscape buffer be required along the property line adjacent to 331-345 Laurier Street. This adjacent property is within the “Highway Commercial (CH) Zone” and is used as a storage yard. The two storage uses are compatible with each other, and therefore the request to remove the required landscape buffer is reasonable. However, a landscape buffer including a privacy fence will be required along the property lines adjacent to residential use properties. The specific landscaping details will be reviewed at the time of the Site Plan Control application. It is staff’s opinion that adequate landscape buffers can be included on the site in order to mitigate the potential negative impacts of the commercial self-storage and outdoor storage uses on the adjacent residential properties.

### **City of Clarence-Rockland Zoning By-law 2016-10**

The subject property is currently designated “General Commercial (CG) Zone”. This zoning category permits a number of service commercial uses. The adjacent property to the north and east (311 Laurier Street) is within the same zoning category, however is currently legal non-complying with a residential use. The adjacent properties to the south and east (fronting on Bonavista Street) are within the “Residential First Density (R1) Zone”. The property to the west is in the “Highway Commercial (CH) Zone”.

The application submitted by the property owners requests specifically the addition of two new permitted uses: commercial self-storage and outside storage. As there are no provisions for these uses in the CG zone, it is proposed to use the provisions of the CH zone for these two

uses. These provisions would permit a maximum height of 12.0m for the main building on the site, with a 3.0m interior side yard and a 7.5m rear yard. A special exception zone, the "General Commercial – Exception 12 (CG-12) Zone" is proposed for this purpose. The new zone would apply only to 321 Laurier Street and would permit the usual CG zone uses as well as commercial self-storage and outside storage, subject to the provisions of the CH zone.

The application further specifies requested modifications to the fencing and landscape buffer requirements. The attached plan, "321 Laurier Sketch REVISED – 2020-08-18" identifies the areas where an existing privacy fence is located along the shared property lines, where a new privacy fence is proposed, and where it is proposed not to have any fencing at all.

The Zoning By-law section 5.9 requires that:

"A landscape buffer with a minimum width of 3.0 metres shall be maintained around all outside storage areas and shall include an opaque screen with a minimum height of 1.8m."

Furthermore, the same section states that:

"A landscape buffer required by this By-law shall be used for the erection of a fence at least 1.5 metres in height or the planting of a continuous row of natural evergreens or natural shrubs, not less than 1.00 metres in height at planting and maintained at a minimum height of 1.52 metres at maturity, immediately adjacent to the lot line or portion thereof along which such landscape buffer is required by this By-law; the remainder of the landscape buffer shall be landscaped and planted with grass, ornamental shrubs, flowering shrubs, flower beds, trees or a combination thereof."

The proposal to not include any fencing along the western property line of the subject property is therefore contrary to section 5.9 of the Zoning By-law. An additional clause is proposed in the special exception zone CG-12 in order to specify that no landscape buffer is required along a property line adjacent to a "Highway Commercial (CH) Zone". This would permit the applicants/owners to omit the fencing along the western property line which separates the site from the lot with civic number 331-345 Laurier Street (the Potvin Construction, Spacebuilders, and Landrock property).

The purpose of the requirement for an opaque fence or screen at least 1.8m in height is to prevent sightlines into the outside storage area. In this case, the rear of the commercial self-storage units will act as a visual barrier to block sightlines along the majority of the western

property line, as indicated on the attached sketch. The remainder of the storage area is proposed to be surrounded by a chain-link fence.

The location of the subject property is not ideal for a Commercial Self-Storage use. Storage facilities would be better placed in a location surrounded by more compatible uses, such as in an industrial park, or surrounded by other service commercial uses. Careful attention to fencing and landscaping will be required to ensure that the potential negative impacts on surrounding residential properties are mitigated.

The property owners/applicants have expressed their intention to try to retain as many of the existing trees located within the proposed landscape buffers as possible in order to provide an additional buffer adjacent to residential use properties. The addition of landscaping elements at the entrance to the site on Laurier Street is recommended by staff. The maintenance and/or planting of trees and other landscaping elements will be further clarified and approved by staff through the Site Plan Control process.

If the Planning Committee determines that the public's concerns regarding compatibility and mitigation of potential impacts on the adjacent residential properties are not sufficiently addressed by the requirement for a landscape buffer, the Committee may include in its recommendation that a public meeting be held for the Site Plan Control application. The Site Plan Control By-law 2018-22, clause 16 (e) (i) states that:

"the Planning Committee may as part of their recommendation to City Council require that a site plan public meeting be held to receive comments regarding the site plan, building elevations, landscape plan and any requirements of the development agreement by placing a holding provision with the proposed zone without further notice or by adding a direction for staff to hold a public meeting at Planning Committee and based on the one or more public meetings Council should advise the appointed officer of any items to consider in their review as raised by the public and/or as advised by Council."

The requirement for a public meeting for Site Plan Control for the proposed storage use on the subject property can be used to ensure the property and the proposed uses respect the requirements for compatibility and mitigation of impacts in the Official Plan of the United Counties of Prescott and Russell and in the Official Plan of the Urban Area of the City of Clarence-Rockland.

The proposed amendment, subject to the approval of adequate buffers through the Site Plan Control process, is consistent with the Provincial Policy Statement and conforms to the Official Plan of the United

Counties of Prescott and Russell and to the Official Plan of the Urban Area of the City of Clarence-Rockland.

6) **CONSULTATION:**

Written submissions from neighbouring property owners/residents have been included in attachment to this report. A Planning Committee virtual public meeting held on September 2<sup>nd</sup> served to further collect the comments from the public.

Comments were received from the public in regards to some big trees on the property that are causing some damage to a fence. Comments were also received in regards to fencing, landscaping setback and height, size and look of the storage building.

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

Finance Department : no objections

Building Services : No objections

Community Services Department : No comments

Environmental Services: Waste and recycling collection is for front office only. This type of business can generate huge amounts of garbage that is typically not compatible with our waste collection service offered (couches, appliances, etc.). In addition, the site is not designed to safely allow a large garbage truck to access site and turn around safely.

United Counties of Prescott and Russell: No comments

South Nation Conservation: No comments

Hydro One: No objections

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 2020-78

321 Laurier Sketch REVISED 2020-08-18

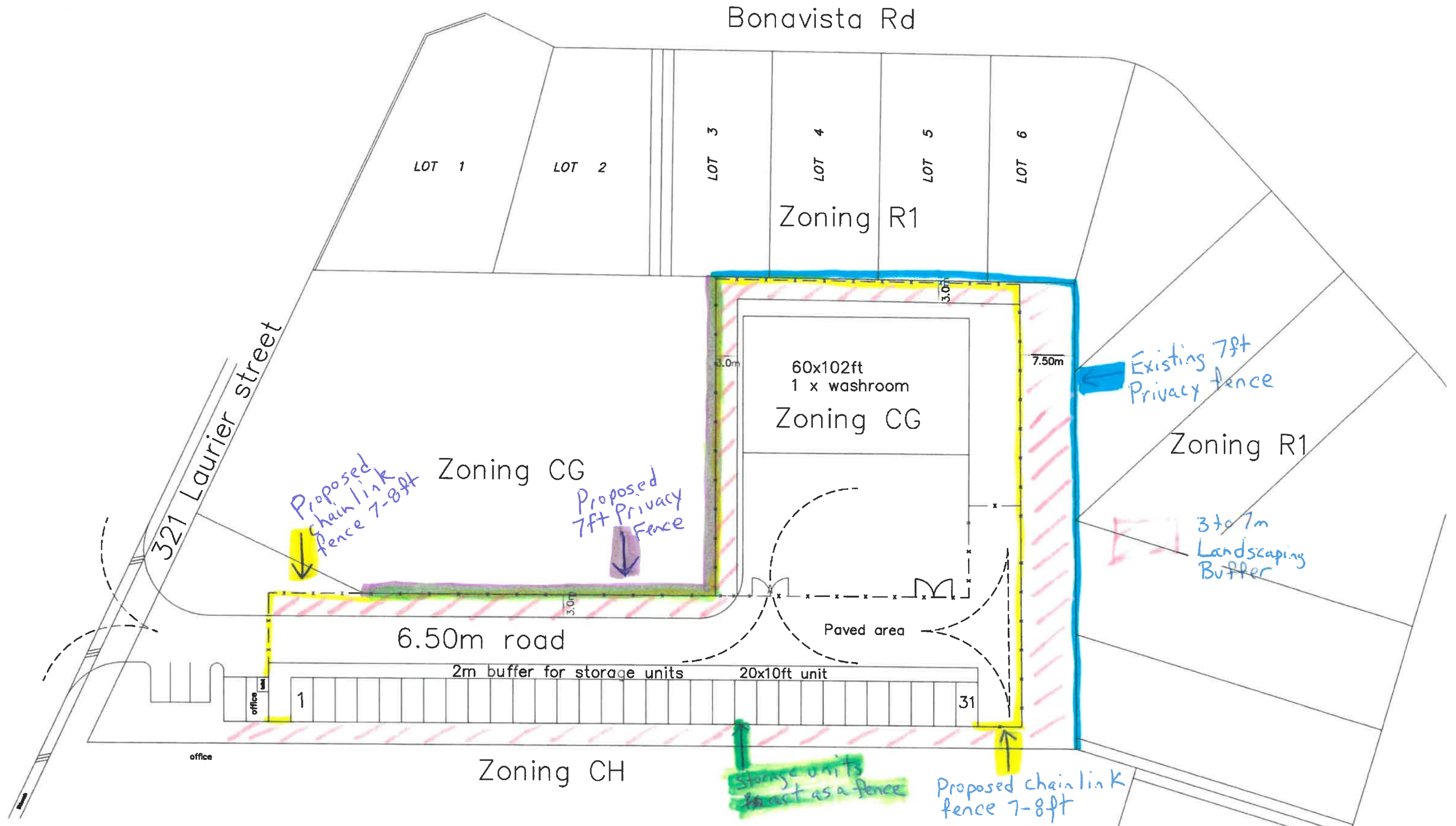
Written Submission from Isabelle Genest-Lafrenière and Richard Lafrenière

Presentation Slides for Planning Committee











## 321 rue Laurier - demande de clôture opaque

Isabelle Genest-Laferrière <genest9@hotmail.com>

Sun 8/16/2020 1:41 PM

To: Claire Lemay <clemay@clarence-rockland.com>;

Bonjour Mme Lemay,

Ici Isabelle Genest et Richard Laferrière, propriétaires du 311 rue Laurier. Nous sommes les voisins immédiats du 321 rue Laurier, propriété qui subira un changement de zonage afin de permettre la construction d'un établissement d'entreposage à libre-service.

Notre seule inquiétude par rapport à cette demande est le fait cette zone n'inclura pas de clôture opaque pour séparer les propriétés.

Il y a présentement une clôture en "chain-link" qui entoure notre propriété et ça a toujours été suffisant durant l'utilisation résidentielle de la propriété voisine.

Toutefois, une utilisation commerciale engendrait beaucoup de va-et-vient et plus de bruit, plus d'achalandage et donc moins de privé. Potvin a également son usine juste à côté ce qui provoque déjà du bruit.

Nous n'avons aucune objection à que le terrain voisin soit utilisé pour y construire de l'entreposage. Toutefois, selon nous, il serait essentiel que les propriétaires du 321 rue Laurier installent une clôture opaque pour séparer leur terrain commercial et notre propriété résidentielle.

Merci bien de présenter cette demande durant l'assemblée publique qui aura lieu le 2 septembre prochain.

Bien à vous,  
Isabelle et Richard





## **Amendement au Règlement de Zonage 2016-10**

## **Amendment to the Zoning By-law 2016-10**

Spacebuilders Ottawa Ltd

321 Laurier Street

D-14-539



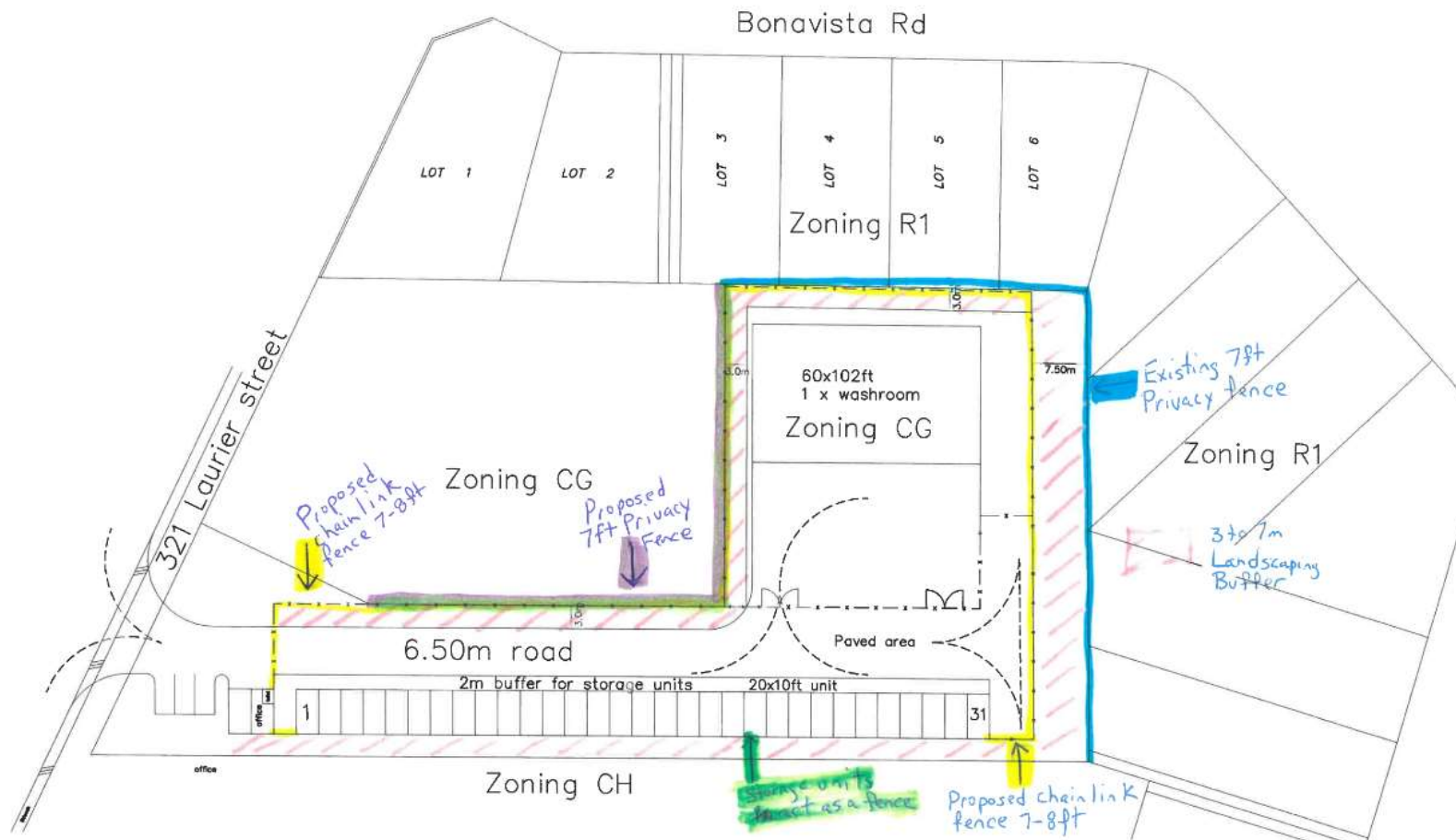




## Historique / Background

- Demande soumise le 12 août 2020
- Avis envoyées/installées sur le site le 12 août
- Amendement au Règlement de zonage pour:
  - Entreposage commercial libre-service
  - Entreposage à l'extérieure
  - Aucune zone tampon paysagée requise adjacente au 331-345 rue Laurier
- Application submitted August 12, 2020
- Notices sent/posted on site August 12
- Zoning By-law Amendment for:
  - Commercial Self-Storage
  - Outside Storage
  - No landscape buffer required adjacent to 331-345 Laurier Street









## **Plan officiel des Comtés unis de Prescott et Russell**

### **Official Plan of the United Counties of Prescott and Russell**

- Secteur des politiques urbaines
- Utilisations commerciales permises
- Compatibilité avec le voisinage
- Sujet au contrôle de plan d'implantation
- Urban policy area
- Commercial uses are permitted
- Compatibility with the surrounding community
- Subject to site plan control



## **Plan officiel de l'aire urbaine de la Cité de Clarence-Rockland Official Plan of the Urban Area of the City of Clarence-Rockland**

- Commerce de services
- Des zones tampons, des écrans et des aménagements paysagers adéquats adjacent aux utilisations résidentielles
- L'impact visuel de l'entreposage extérieur sera minimisé
- Service Commercial
- Adequate buffers, screens, and landscaping adjacent a residential use
- Visual impact of outdoor storage minimized



## **Règlement de zonage 2016-10**

### **Zoning by-law 2016-10**

- Zone CG
- Article 5.9 exige une zone tampon paysagée autour de l'entreposage à l'extérieure
- Zone CG
- Section 5.9 requires a landscape buffer surrounding outside storage



## **Amendement proposée Proposed Amendment**

### Zone CG-12

- Utilisations additionnelles permises :
  - entreposage commercial en libre-service
  - entreposage à l'extérieure
- Selon les dispositions de la Zone de commerce routier (CH).
- Aucune zone tampon paysagée n'est requise le long de la ligne de propriété latérale intérieure adjacente à une Zone de commerce routier (CH).

### Zone CG-12

- Additional permitted uses:
  - commercial self-storage
  - outside storage
- In accordance with the Highway Commercial (CH) Zone requirements.
- No landscape buffer is required along the interior side lot line adjacent to a Highway Commercial (CH) Zone.



## Recommandation du service/ Recommendation of the Department

ATTENDU QUE l'amendement proposé au Règlement de zonage pour la propriété décrite comme étant une partie du lot 22, concession 1 (OS), 321 rue Laurier, est conforme à la Déclaration de principes provinciale, au Plan officiel des Comtés unis de Prescott et Russell, et au Plan officiel de l'aire urbaine de la Cité de Clarence-Rockland;

QUE le Comité d'aménagement recommande au Conseil municipal l'adoption d'un règlement modifiant le règlement de zonage 2016-10 afin de modifier la catégorie de zonage de la propriété situé au 321 rue Laurier de « Zone commerciale générale (CG) », à « Zone commerciale générale – Exception 12 (CG-12) » afin de permettre l'entreposage commercial à libre-service et l'entreposage à l'extérieure, sans zone tampon paysagée adjacent à une « Zone de commerce routier (CH) ».

WHEREAS the proposed amendment to the Zoning By-law for the property described as Part of Lot 22, Concession 1 O.S., City of Clarence-Rockland, civic address 321 Laurier Street, is consistent with the Provincial Policy Statement and conforms to the Official Plan of the United Counties of Prescott and Russell and to the Official Plan of the Urban Area of the City of Clarence-Rockland;

THAT Planning Committee recommends to Municipal Council the adoption of a by-law amending the Zoning By-law 2016-10 in order to change the zoning category of the property at 321 Laurier Street from "General Commercial (CG) Zone" to "General Commercial – Exception 12 (CG-12) Zone" in order to permit commercial self-storage and outdoor storage, with no landscape buffer adjacent to a "Highway Commercial (CH) Zone".



**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**  
**BY-LAW NO. 2020-79**

**BEING A BY-LAW TO AUTHORIZE THE SALE OF THE PROPERTY DESCRIBED AS PART OF LOT 5, CONCESSION 5 CLARENCE AS IN RR171289; CLARENCE-ROCKLAND AND KNOWN AS 1695 LANDRY ROAD.**

**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 adopted Resolution no. 2020-150 on August 24, 2020, declaring the property known as known as 1695 Landry Road and authorizing the sale of the said property for a minimum price of \$65,000.00; and

**WHEREAS** the Treasurer has received two (2) offers of purchase for the property known as 1695 Landry Road, with the highest being for the price of \$85,000.

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

1. **THAT** Municipal Council hereby authorizes that the Clerk and/or the Treasurer to execute all documents necessary to transfer the said property to Eli W. Saikaley and EDDY PROPERTY MANAGEMENT INC. for the amount of \$85,000.
2. **THAT** this by-law shall come into force on the day of its adoption.

**READ, PASSED AND ADOPTED IN OPEN COUNCIL THIS 21<sup>ST</sup> DAY OF SEPTEMBER 2020.**

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**Guy Desjardins, Mayor**

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**Monique Ouellet, Clerk**







## REPORT N° FIN2020-027

<b>Date</b>	16/09/2020
<b>Submitted by</b>	Frédéric Desnoyers
<b>Subject</b>	Vente de propriétés
<b>File N°</b>	

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

Le but de ce rapport est d'avoir l'approbation finale pour vendre les propriétés situées au 1695 Landry et 2767 St-Pascal.

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

Suite au rapport FIN2019-017, le 25 juin le Conseil a mandaté l'administration à mettre des propriétés à vendre dans le processus de vente de taxes, pour une deuxième fois, à l'aide d'une agence immobilière et avec un temps d'affichage plus long.

Le 22 janvier 2020, l'administration a été mandatée d'effectuer des études environnementales sur les 2 propriétés (1695 rue Landry Road & 2767 route St-Pascal), afin de déterminer leur possibilité de contamination.

Le 24 août le Conseil a autorisé la reprise des propriétés et a autorisé l'administration d'aller de l'avant avec la vente des propriétés.

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

**BE IT RESOLVED THAT** By-law No. 2020-79, being a by-law to authorize the transfer of the property known as 1695 Landry for the sale amount of \$85,000 to Eli W. Saikaley and EDDY PROPERTY MANAGEMENT INC; and

**BE IT RESOLVED THAT** By-law No. 2020-81. being a by-law to authorize the transfer of the property known as 2767 St-Pascal for the sale amount of \$95,000 to Sophie Lariviere & Simon Beaulieu.

### 4) **BACKGROUND :**

Le prix minimal identifié par le Conseil se chiffre comme suit :  
 1695 Landry, Clarence-Creek – Prix minimum de 65 000 \$  
 2767 St-Pascal, St-Pascal – Prix minimum de 70 000 \$

### 5) **DISCUSSION :**

Les propriétés ont été mises en vente à l'aide du courtier Remax.

Ceux-ci ont été sur le marché pendant 2 semaines avant de recevoir des offres.

Un total de 2 offres a été reçu pour le 1695 Landry et 3 offres pour le 2767 St-Pascal.

L'administration recommande l'acceptation des offres le plus élevée pour chaque propriété comme suit :

1695 Landry : Eli W. Saikaley et EDDY PROPERTY MANAGEMENT INC – 85 000 \$

2767 St-Pascal : Sophie Lariviere & Simon Beaulieu – 95 000 \$

6) **CONSULTATION:**

L'administration de la municipalité a travaillé conjointement avec le courtier Remax pour assurer la vente des propriétés au prix le plus élevé que possible.

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

N/A

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

	<b>1695 Landry</b>	<b>2767 St-Pascal</b>
<b>Prix de vente</b>	85 000 \$	95 000 \$
<b>Commission</b>	(5 000) \$	(5 000) \$
<b>Coût *</b>	(108 299) \$	(80 534) \$
<b>Profit (Perte) avant étude environnementale</b>	<b>(28 299) \$</b>	<b>9 466 \$</b>
<b>Coût étude environnementale</b>	24 566 \$	24 566 \$
<b>Perte</b>	<b>(52 865) \$</b>	<b>(15 100) \$</b>

\*Le coût inclus tous les taxes non payées et les frais d'arrérages non récupérés.

Ainsi le total de la perte pour les 2 propriétés se chiffre à 67 965\$  
L'étude environnementale était financée à partir de la réserve des bâtiments ainsi laissant un montant de 18 833 \$ qui sera financé par le budget opérationnel pour les ajustements de taxes.

9) **LEGAL IMPLICATIONS :**

L'administration a travaillé conjointement avec Vice Hunter pour inclure les clauses nécessaires pour protéger la municipalité.

10) **RISK MANAGEMENT :**

N/A

11) **STRATEGIC IMPLICATIONS :**

Malgré que la vente de propriété occasionne une perte pour la municipalité, l'administration croit qu'il s'agit du meilleur scénario pour régler le problème de retard de taxe. Ainsi, la municipalité sera en mesure de gagner des revenus de taxes à nouveau.

12) **SUPPORTING DOCUMENTS:**

By-Law 2020-81 – Vente 2767 St-Pascal

By-Law 2020-79 – Vente 1695 Landry



**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**  
**BY-LAW NO. 2020-81**

**BEING A BY-LAW TO AUTHORIZE THE SALE OF THE PROPERTY DESCRIBED AS PART OF LOT 10 CONCESSION 3 CLARENCE PT 1, 50R438; CLARENCE-ROCKLAND AND KNOWN AS 2767 ST-PASCAL ROAD.**

**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 adopted Resolution no. 2020-150 on August 24, 2020, declaring the property known as known as 2767 St-Pascal Road and authorizing the sale of the said property for a minimum price of \$70,000.00; and

**WHEREAS** the Treasurer has received three (3) offers of purchase for the property known as 2767 St-Pascal Road, with the highest being for the price of \$95,000.

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

1. **THAT** Municipal Council hereby authorizes that the Clerk and/or the Treasurer to execute all documents necessary to transfer the said property to Sophie Lariviere & Simon Beaulieu for the amount of \$95,000.
2. **THAT** this by-law shall come into force on the day of its adoption.

**READ, PASSED AND ADOPTED IN OPEN COUNCIL THIS 21<sup>ST</sup> DAY OF SEPTEMBER 2020.**

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**Guy Desjardins, Mayor**

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**Monique Ouellet, Clerk**



**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND  
BY-LAW 2020-80**

**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 SEPTEMBER 21<sup>ST</sup>, 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 21<sup>ST</sup> DAY OF SEPTEMBER 2020.**

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Guy Desjardins, Mayor

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Monique Ouellet, Clerk