



CORPORATION OF THE CITY OF
CLARENCE-ROCKLAND
REGULAR MEETING

April 7, 2021, 6:45 pm
Teleconference

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.

The meeting is scheduled to begin at 6:45 pm in order to allow for a closed session. The portion of the meeting that is open to the public begins at 7:15 pm.

This meeting will be made accessible to the public via Facebook Live ONLY on the City of Clarence-Rockland page:

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

2. Prayer

1

3. Adoption of the agenda

4. Disclosure of pecuniary interests

3

5. Closed session

5.1. Attestation from each member participating via teleconference

5.2. Adoption of the Closed meeting minutes of March 24, 2021

5.3. CUPE mandate update

6. Resolution to resume open meeting

7. Closed meeting report

8. Announcements

9. Council Members' Items

- 9.1. Member's resolution presented by Councillor Mario Zanth and seconded by Councillor Carl Grimard regarding pedestrian crossings at four (4) intersections located on Highway 17**

10. Consent Items

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

10.1. Adoption of the minutes of the following meetings:

- | | |
|--|-----------|
| a. Regular meeting of March 24, 2021 | 5 |
| b. Committee of the Whole of March 24, 2021 | 21 |

10.2. The following recommendations from Committee of the Whole of March 24, 2021

- | | |
|---|-----------|
| a. Resolution to confirm that the City of Clarence-Rockland is interested in hosting a Community Free Tree Day and to authorize to match the contribution of \$500 to help give out more trees | 37 |
| b. Resolution to adopt the Alternative Working Arrangements Policy | 41 |
| c. Resolution to adopt Policy no. ADMIN2021-01 being the Electronic Signature Policy | 65 |
| d. Resolution to adopt policy no. HR2021-001 in regards to Municipal Employees appointed as Volunteer Firefighters | 77 |
| e. Resolution to authorize that the monthly rental fees for non-profit organizations who rent space in municipal building on an annual basis be fully credited from April 2020 | 91 |
| f. Resolution to contribute \$4000 towards the Clarence-Rockland Chamber of Commerce Buy Local campaign | 99 |

g.	Resolution to confirm Council's desire for the use of an alternative voting method, being Internet Voting for the 2022 Municipal Elections, with the possibility of adding a supplementary option	105
h.	Resolution to accept the statement of development charges reserve funds for the 2020 year-end	109
10.3.	Resolution to hire an Operator Laborer	121
11.	Committee/Staff Reports	
11.1.	Adoption of 2021 tax rates	131
12.	By-laws	
	Note: All items listed in this section of the agenda will be subject to approval under one non-debatable, non-amendable motion. Should any member of Council wish to hold a discussion or engage in debate on one of these By-laws, he or she is required to ask for the item to be considered separately before a vote is taken.	
12.1.	2021-23, being a by-law to amend By-law 2015-172, in order to allow a period of 2 years before the reduction of the performance deposit for certain permits	139
12.2.	2021-24, being a by-law to authorize the signature of a contract with Premium Construction to replace the emergency steps at the Clarence Creek arena	147
12.3.	2021-25, being a by-law to authorize the signature of a licensing agreement with Hydro One to allow for the construction and maintenance of the multi-use pathway between Caron and Amber Streets	155
12.4.	2021-26, being a by-law to authorize the signature of the Fire Safety Grant Transfer Payment Agreement with the Fire Marshal	175
13.	Confirmatory By-law	193
14.	Adjournment	



CORPORATION DE LA CITÉ DE
CLARENCE-ROCKLAND
RÉUNION RÉGULIÈRE

le 7 avril 2021, 18 h 45
Teleconference

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.

La réunion débute à 18h45 afin de permettre une session à huis clos. La section de la réunion ouverte au public débute à 19h15.

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/clarencerockland/>

2. Prière

1

3. Adoption de l'ordre du jour

4. Déclarations d'intérêts pécuniaires

3

5. Closed session

5.1. Attestation de chaque membre qui participe via téléconférence

5.2. Adoption du procès-verbal de la réunion à huis clos du 24 mars 2021

5.3. Mise à jour mandat CUPE

6. Résolution pour retourner en réunion ouverte

7. Rapport de la réunion à huis clos

8. Annonces

9. Items des membres du Conseil

- 9.1. Résolution de membre présentée par le conseiller Mario Zanth et appuyée par le conseiller Carl Grimard concernant les quatre (4) passages piétonniers situés sur le chemin de Comté 17**

10. Items par consentement

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

10.1. Adoption des procès-verbaux des réunions suivantes:

- | | |
|---|-----------|
| a. Réunion régulière du 24 mars 2021 | 5 |
| b. Comité plénier du 24 mars 2021 | 21 |

10.2. Les recommandations suivantes du comité plénier du 24 mars 2021

- | | |
|--|-----------|
| a. Résolution pour confirmer que la Cité de Clarence-Rockland est intéressée à tenir une journée des arbres gratuits et pour autoriser d'égaliser la contribution de 500 \$ pour aider à distribuer plus d'arbres | 37 |
| b. Résolution pour adopter la politique sur les régimes de travail non conventionnels | 41 |
| c. Résolution pour adopter la politique no. ADMIN2021-01, étant la politique de signature électronique | 65 |
| d. Résolution pour adopter la politique no. HR2021-001 au sujet des employés municipaux nommés à titre de pompiers volontaires | 77 |
| e. Résolution pour autoriser que les frais de location mensuels des organismes sans but lucratif qui louent des locaux dans les édifices municipaux sur une base annuelle, soient pleinement crédités à partir du mois d'avril 2020 | 91 |
| f. Résolution pour faire une contribution de 4 000\$ à la campagne Achetons Local de la Chambre de commerce de Clarence-Rockland | 99 |

g.	Résolution pour confirmer l'intention du conseil de permettre l'utilisation d'une méthode de scrutin alternatif, soit le vote par internet pour les élections municipales 2022, avec la possibilité d'ajouter une option supplémentaire	105
h.	Résolution pour accepter l'état des fonds de réserve des redevances d'aménagement pour l'année 2020	109
10.3.	Résolution pour embaucher un opérateur journalier	121
11.	Rapports des Comités/Services	
11.1.	Adoption du taux de taxes 2021	131
12.	Règlements municipaux	
	Les règlements énumérés dans cette section de l'ordre du jour seront sujet à être considéré pour approbation sous une résolution qui n'est pas sujette au débat et non-modifiable. Si un membre du conseil désire engager une discussion ou un débat par rapport à un de ces règlements, il/elle doit demander que l'item soit considéré séparément avant que le vote ait lieu.	
12.1.	2021-23, étant un règlement pour amender le règlement 2015-172, visant à permettre une prolongation de 2 ans avant la réduction du dépôt de performance soit appliquée, pour certains permis	139
12.2.	2021-24 pour autoriser la signature d'un contrat avec Premium Construction pour effectuer le remplacement des marches d'urgence de l'aréna de Clarence Creek	147
12.3.	2021-25, étant un règlement pour autoriser la signature d'une entente avec Hydro One pour allouer la construction et l'entretien du sentier multi-usage entre les rues Caron et Amber	155
12.4.	2021-26, étant un règlement pour autoriser la signature de l'entente de paiement de transfert de la subvention pour la sécurité incendie avec le commissaire aux incendies	175
13.	Règlement de confirmation	193
14.	Ajournement	

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

Notre Père

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

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

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

May your name be glorified through our efforts.
Amen



Declaration of pecuniary interest Déclaration d'intérêt pécuniaire

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

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

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

Name (print)	Signature	Date

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

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

DUTY OF MEMBER

When present at meeting at which matter considered

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

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

Where member to leave closed meeting

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

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

OBLIGATIONS DU MEMBRE

Participation à une réunion où l'affaire est discutée

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

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

Exclusion de la réunion à huis clos

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



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

March 24, 2021
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 (late arrival)
- 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 6:10 p.m.

2. Prayer

Councillor Carl Grimard recites the prayer.

3. Adoption of the agenda

RESOLUTION 2021-34

Moved by Mario Zanth

Seconded by Don Bouchard

BE IT RESOLVED THAT the agenda be adopted as presented.

CARRIED

4. Disclosure of pecuniary interests (none)

5. Closed session

RESOLUTION 2021-35**Moved by** Carl Grimard**Seconded by** André J. Lalonde

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

5.2. Adoption of the Closed meeting minutes of March 1st, 2021

5.3. Legal matter update

5.4. Ratification of the IAFF agreement

5.5. Potential land acquisition - update

5.6. Potential sale of land

CARRIED**6. Resolution to resume open meeting****RESOLUTION 2021-36****Moved by** Mario Zanth**Seconded by** Diane Choinière

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

CARRIED

Councillor Michel Levert joins the meeting.

7. Closed meeting report

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

Councillor Michel Levert declares a pecuniary interest for item 5.3 and explains that he did not attend the closed session meeting.

8. Announcements

Councillor André J. Lalonde announces that the government has approved the addition of 15 beds for the Roger Seguin Centre.

9. Council Members' Items

- 9.1 Member's resolution presented by Councillor Mario Zanth and seconded by Councillor Samuel Cardarelli regarding a policy for the evaluation and implementation of traffic calming measures**

RESOLUTION 2021-37

Moved by Mario Zanth

Seconded by Samuel Cardarelli

BE IT RESOLVED THAT the Administration be mandated to prepare a policy for the evaluation and the implementation of traffic calming measures.

CARRIED

10. Consent Items

RESOLUTION 2021-38

Moved by Mario Zanth

Seconded by Michel Levert

BE IT RESOLVED THAT the following items, as identified under the consent items category on the regular meeting agenda of March 24, 2021, be adopted:

10.1. Adoption of the minutes of the following meetings:

- a. Regular meeting of March 1st, 2021
- b. Committee of the Whole of March 1st, 2021

10.2. Receipt of the minutes of the following meetings:

- a. Public Library Board of February 9, 2021
- b. Planning Committee of January 13, 2021

10.3. The following recommendations from Committee of the Whole of March 1st, 2021

- a. Resolution to acknowledge receipt and approve the Water Financial Plan for 2021–2031
- b. Resolution to direct staff to reassess the current waste collection programs in order to provide a recommendation for Council's consideration at its April 7, 2021 meeting

10.5. Resolution to accept the hiring of volunteer firefighters

10.6. Resolution to schedule a special Committee of the Whole meeting on March 31, 2021 in order to discuss and review the Asset Management Policies.

- 10.7. Resolution to adopt the salaries paid from January 24, 2021, to March 6, 2021, in the gross amount of \$1,363,652.52 and net amount of \$932,144.45

CARRIED

Text of the resolutions as adopted by consent under Resolution 2021-38

10.3a. BE IT RESOLVED THAT Council acknowledges receipt of the Water Financial Plan for the 2021 – 2031 period, confirms that the drinking water system is financially viable and approve the Water Financial Plan (for the 2021-2031 period) for submission to the Province, with the understanding that the plan may be updated by Council from time to time, as recommended in Report No. FIN 2021-09.

10.3b. WHEREAS the municipality organizes three supplementary annual waste collection programs; and

WHEREAS these three events comprise of two (2) Free Access Weekends at the Bourget landfill site and a Fall Clean-up; and

WHEREAS these programs are costly in terms of manpower and operational costs and have a varying degree of acceptance within the community; and

WHEREAS staff is recommending that these programs be reassessed in order to develop a strategic waste collection & disposal process that would be more efficient and cost effective to meet the needs and expectations of the ratepayers;

BE IT RESOLVED THAT Council direct staff to reassess the current waste collection programs in order to provide a recommendation for Council's consideration at its April 7, 2021 meeting; and

BE IT RESOLVED THAT Council direct staff to cancel the April 23rd & 24th, 2021 Free Access Weekend at the Bourget Landfill Site with the understanding that further recommendations will be presented to Council for consideration at the April 7, 2021 meeting.

10.5 BE IT RESOLVED THAT Municipal Council hereby accepts the hiring of Scott DANIELS, June GAUTHIER, Patrick LABRECHE, Zachary LALONDE, Steve PAVLOVIC, Nico POZZEBON, Matthieu ST-AMOUR, Mathieu TRUDEL and Colm WILKINSON as volunteer firefighters, effective April 07, 2021; and

BE IT FURTHER RESOLVED THAT the said firefighters be subject to a mandatory probation period of one year once all of their mandatory training is completed; and

BE IT FINALLY RESOLVED THAT the said firefighters' salary be established at the probationary wage as established in the collective agreement.

10.6 *BE IT RESOLVED THAT* Council convene a Special Committee of the Whole meeting on March 31, 2021 in order to discuss and review the Asset Management Policies.

10.7 *BE IT RESOLVED THAT* the salaries paid from January 24, 2021, to March 6, 2021, in the gross amount of \$1,363,652.52 and net amount of \$932,144.45 be adopted as recommended

10.4 Resolution of Support for the Eastern Ontario Regional Network (EORN) Gig Project

Further to questions, Michel Cousineau explained that the project is currently in the financing stage and that the locations have not yet been determined.

RESOLUTION 2021-39

Moved by Diane Choinière

Seconded by Samuel Cardarelli

WHEREAS residents and businesses across our municipality need access to modern and adequate access to high-speed broadband services; and

WHEREAS the demand for high-speed broadband services will continue to grow year after year; and

WHEREAS our residents and businesses should not continue to be disadvantaged by the lack of access to high-speed services; and

WHEREAS the Eastern Ontario Regional Network (EORN) has submitted a comprehensive regional project to deliver a Gig (up to 1,000 Mbps) of speed that will serve our residents and businesses long into the future; and

WHEREAS EORN's approach has proven itself very successful and represents an efficient and effective way to solve our broadband needs; now therefore

BE IT RESOLVED THAT the Corporation of the City of Clarence-Rockland request both the federal and provincial governments to immediately fund the EORN Gig Project; and

BE IT FINALLY RESOLVED THAT a letter of support with a copy this resolution be sent to the Minister of Rural Economic Development, Maryam Monsef, to the Minister of Infrastructure Laurie Scott, with copies to our Member of Parliament Francis Drouin and EORN.

CARRIED

11. Committee/Staff Reports

11.1 Accounts paid

RESOLUTION 2021-40

Moved by Carl Grimard

Seconded by Samuel Cardarelli

BE IT RESOLVED THAT the accounts paid from February 8, 2021, to March 12, 2021, in the amount of \$2,547,252.01 be adopted as recommended.

CARRIED

11.2 2020 Council Itemized Statement of Remuneration and expenses

RESOLUTION 2021-41

Moved by Mario Zanth

Seconded by Christian Simard

BE IT RESOLVED THAT the Itemized Statement of Remuneration and expenses paid to members of Council in 2020 as per section 284 of the Municipal Act, 2001, as presented under Report No. FIN 2021-10, be adopted.

CARRIED

11.3 Fire Safety Grant Program

RESOLUTION 2021-42

Moved by Don Bouchard

Seconded by Diane Choinière

BE IT RESOLVED THAT Council hereby authorize the Director of Protective Services / Fire Chief, to submit an application under the Fire Safety Grant Program recently announced and described in Report No. PRO2021-003.

CARRIED

11.4 COVID-19 Vaccination Program Update

RESOLUTION 2021-43

Moved by Carl Grimard

Seconded by Samuel Cardarelli

BE IT RESOLVED THAT Council hereby authorize the Administration to provide the necessary support to the Eastern Ontario Health Unit with the operation of

the vaccination program which will be offered in Clarence-Rockland as described in Report no. PRO2021-004.

CARRIED

12. By-laws

RESOLUTION 2021-44

Moved by André J. Lalonde

Seconded by Diane Choinière

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

12.1. 2021-14, being an amendment to the Zoning By-law 2016-10 in order to modify the zoning category for the property described as part of lot 4, concession 6, part 1 on reference plan 50R-9521

12.2. 2021-19, being an amendment to the Zoning By-Law 2016-10, in order to change the zoning category of the property located on de la Baie Road, Part of Lot 32, Concession 1 (O.S.)

CARRIED

13. Confirmatory By-law

RESOLUTION 2021-45

Moved by Michel Levert

Seconded by Mario Zanth

BE IT RESOLVED THAT By-law no. 2021-20, being a confirmatory by-law for the regular meeting of March 24, 2021, be adopted.

CARRIED

14. Adjournment

Mayor Desjardins adjourns the meeting at 7:47 p.m.

Guy Desjardins, Mayor

Maryse St-Pierre, Deputy Clerk



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

le 24 mars 2021
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 (arrivé en retard)
- 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 18h10.

2. Prière

Le conseiller Carl Grimard fait la lecture de la prière.

3. Adoption de l'ordre du jour

RÉSOLUTION 2021-34

Proposée par Mario Zanth

Appuyée par Don Bouchard

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

ADOPTÉE

4. Déclarations d'intérêts pécuniaires (aucune)

5. Huis clos

RÉSOLUTION 2021-35**Proposée par** Carl Grimard**Appuyée par** André J. Lalonde

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 de 2001 sur les municipalités, tel que modifiée :

5.2. Adoption du procès-verbal de la réunion à huis clos du 1er mars 2021

5.3. Mise à jour sur une question d'ordre juridique

5.4. Ratification de l'entente IAFF

5.5. Acquisition potentielle de terrain - mise à jour

5.6. Vente potentielle de terrain

ADOPTÉE**6. Résolution pour retourner en réunion ouverte****RÉSOLUTION 2021-36****Proposée par** Mario Zanth**Appuyée par** Diane Choinière

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

ADOPTÉE

Le conseiller Michel Levert se joint à la rencontre.

7. Rapport de la réunion à huis clos

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

Le conseiller Michel Levert déclare un intérêt pécuniaire pour l'item 5.3. et qu'il n'a pas assisté à la réunion à huis clos.

8. Annonces

Le conseiller André J. Lalonde annonce que le gouvernement a approuvé l'ajout de 15 lits pour le centre Roger Séguin.

9. Items des membres du Conseil

9.1 Résolution de membre présentée par le conseiller Mario Zanth et appuyée par le conseiller Samuel Cardarelli concernant une politique pour l'évaluation et l'implantation de mesures de modération de la circulation

RÉSOLUTION 2021-37

Proposée par Mario Zanth

Appuyée par Samuel Cardarelli

QU'IL SOIT RÉSOLU QUE l'administration soit mandatée à préparer une politique pour l'évaluation et l'implantation des mesures de modération de la circulation.

ADOPTÉE

10. Items par consentement

RÉSOLUTION 2021-38

Proposée par Mario Zanth

Appuyée par Michel Levert

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 24 mars 2021, soient adoptés :

10.1. Adoption des procès-verbaux des réunions suivantes:

- a. Réunion régulière du 1er mars 2021
- b. Comité plénier du 1er mars 2021

10.2. Réception des procès-verbaux des réunions suivantes:

- a. Comité d'administration de la bibliothèque publique du 9 février 2021
- b. Comité d'aménagement du territoire du 13 janvier 2021

10.3. Les recommandations suivantes du comité plénier du 1er mars 2021

- a. Résolution pour accuser réception et approuver le rapport financier des opérations du service d'eau
- b. Résolution pour mandater le personnel à réévaluer les événements complémentaires à la collecte de déchets afin de fournir une recommandation pour la considération du conseil à la réunion du 7 avril, 2021

10.5. Résolution pour accepter l'embauche de pompiers volontaires

- 10.6. Résolution pour convoquer une réunion spéciale du comité plénier le 31 mars 2021 afin de discuter et de réviser les politiques de gestion des actifs.
- 10.7. Résolution pour adopter les salaires payés pour la période du 24 janvier 2021 au 6 mars 2021, au montant brut de 1 363 652,52\$ et montant net de 932 144,45\$

ADOPTÉE

Texte des résolutions adoptées par consentement telles qu'identifiées dans la résolution 2021-38

10.3a. QU'IL SOIT RÉSOLU QUE le conseil accuse réception du plan financier de l'eau pour la période 2021 - 2031, confirme que le réseau d'eau potable est financièrement viable et approuve le plan financier de l'eau (pour la période 2021-2031) pour soumission à la province, étant entendu que le plan peut être mis à jour par le Conseil de temps en temps, tel que recommandé dans le rapport n° FIN 2021-09.

10.3b. ATTENDU QUE la Cité organise trois événements complémentaires à la collecte de déchets; et

ATTENDU QUE ces événements comprennent deux fins de semaine gratuites au site d'enfouissement et un ménage d'automne; et

ATTENDU QUE ces événements sont onéreux en termes de personnel et en ressources financières et varient dans le degré d'acceptation au sein de la communauté; et

ATTENDU QUE le personnel recommande une réévaluation de ces événements dans le but d'élaborer un processus stratégique pour la collecte et disposition des déchets qui serait plus efficace et économique pour répondre aux besoins des contribuables;

QU'IL SOIT RÉSOLU QUE le conseil mandate le personnel à réévaluer les événements complémentaires à la collecte de déchets afin de fournir une recommandation pour considération à la réunion du 7 avril, 2021; et

QU'IL SOIT RÉSOLU QUE le conseil mandate le personnel à annuler la fin de semaine gratuite au site d'enfouissement le 23 & 24 avril, 2021 en reconnaissant que des recommandations qui présenteront des alternatives seront proposées par le personnel à la réunion du 7 avril, 2021.

10.5 QU'IL SOIT RÉSOLU QUE le conseil municipal accepte l'embauche de Scott DANIELS, June GAUTHIER, Patrick LABRECHE, Zachary LALONDE, Steve PAVLOVIC, Nico POZZEBON, Matthieu ST-AMOUR, Mathieu TRUDEL et Colm WILKINSON à titre de pompier volontaire, effectif le 07 Avril, 2021; et

QU'IL SOIT ÉGALEMENT RÉSOLU QUE ces pompiers soient en probation obligatoire pour une période d'un an suite à la complétion de la formation requise; et

QU'IL SOIT FINALEMENT RÉSOLU QUE le salaire de ces pompiers soit établi au salaire probatoire établi dans la convention collective.

10.6 QU'IL SOIT RÉSOLU QUE le conseil convoque une réunion spéciale du comité plénier le 31 mars 2021 afin de discuter et de réviser les politiques de gestion des actifs.

10.7 QU'IL SOIT RÉSOLU QUE les salaires payés pour la période du 24 janvier au 6 mars 2021, au montant brut de 1 363 652,52\$ et montant net de 932 144,45\$, soient adoptés tel que recommandé.

10.4 Résolution d'appui pour le projet Gig du Réseau régional de l'Est de l'Ontario (RREO)

Suite aux questions, Michel Cousineau explique que le projet est présentement à l'étape du financement et que les emplacements n'ont pas encore été déterminés.

RÉSOLUTION 2021-39

Proposée par Diane Choinière

Appuyée par Samuel Cardarelli

ATTENDU QUE les résidents et les entreprises de notre municipalité doivent avoir accès à des services à large bande modernes et adéquats ; et

ATTENDU QUE la demande de services à large bande haute vitesse continuera de croître année après année ; et

ATTENDU QUE nos résidents et nos entreprises ne devraient pas continuer à être désavantagés par le manque d'accès aux services haute vitesse ; et

ATTENDU QUE le Réseau régional de l'Est de l'Ontario (RREO) a présenté un projet régional exhaustif visant à fournir un Gig (jusqu'à 1000 Mbps) de vitesse qui desservira nos résidents et nos entreprises pour de nombreuses années à venir ; et

ATTENDU QUE l'approche du RREO s'est révélée très fructueuse et représente un moyen efficace et efficient de répondre à nos besoins en matière de large bande; par conséquent

QU'IL SOIT RÉSOLU QUE la Corporation de la Cité de Clarence-Rockland demande que le gouvernement fédéral et provincial finance immédiatement le projet Gig du RREO; et

QU'IL SOIT RÉSOLU QU'une lettre d'appui accompagnée d'une copie de la présente résolution soit envoyée à la Ministre du Développement économique rural Maryam Monsef, à la Ministre de l'Infrastructure Laurie Scott, avec des copies au député de Glengarry-Prescott-Russell Francis Drouin et au RREO.

ADOPTÉE

11. Rapports des Comités/Services

11.1 Comptes payés

RÉSOLUTION 2021-40

Proposée par Carl Grimard

Appuyée par Samuel Cardarelli

QU'IL SOIT RÉSOLU QUE les comptes payés pour la période du 8 février au 12 mars 2021, au montant de 2 547 252,01\$ soient adoptés tel que recommandé.

ADOPTÉE

11.2 État détaillé de la rémunération et des indemnités versées aux membres du conseil en 2020

RÉSOLUTION 2021-41

Proposée par Mario Zanth

Appuyée par Christian Simard

QU'IL SOIT RÉSOLU QUE l'état détaillé de la rémunération et des indemnités versées aux membres du conseil en 2020 conformément à l'article 284 de la Loi de 2001 sur les municipalités, tel que présenté au rapport no. FIN2021-10, soit adopté.

ADOPTÉE

11.3 Programme de subventions pour la sécurité incendie

RÉSOLUTION 2021-42

Proposée par Don Bouchard

Appuyée par Diane Choinière

QU'IL SOIT RÉSOLU que le Conseil autorise le Directeur des Services de la protection / Chef Pompier, à soumettre une demande dans le cadre du programme de subvention pour la sécurité incendie annoncé récemment et décrit dans le rapport no. PRO2021-003.

ADOPTÉE

11.4 Mise à jour sur le programme de vaccination COVID-19

RÉSOLUTION 2021-43

Proposée par Carl Grimard

Appuyée par Samuel Cardarelli

QU'IL SOIT RÉSOLU QUE le conseil autorise l'administration à pourvoir l'appui nécessaire au bureau de santé de l'est de l'Ontario dans le cadre de l'opération du programme de vaccination qui sera offert à Clarence-Rockland, tel qu'expliqué dans le rapport no. PRO2021-004.

ADOPTÉE

12. Règlements municipaux

RÉSOLUTION 2021-44

Proposée par André J. Lalonde

Appuyée par Diane Choinière

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

12.1. 2021-14, étant un amendement au Règlement de Zonage 2016-10, à l'effet de changer la catégorie de zonage pour le terrain décrit comme étant la partie du lot 4, concession 6, partie 1 sur le plan 50R-9521

12.2. 2021-19, étant un amendement au Règlement de Zonage 2016-10 afin de changer le zonage de la propriété sur le chemin de la Baie, étant une partie de la propriété décrite comme étant une Partie du Lot 32, Concession 1

ADOPTÉE

13. Règlement de confirmation

RÉSOLUTION 2021-45

Proposée par Michel Levert

Appuyée par Mario Zanth

QU'IL SOIT RÉSOLU QUE le règlement no. 2021-20, étant un règlement de confirmation pour la réunion régulière du 24 mars 2021, soit adopté.

ADOPTÉE**14. Ajournement**

Le maire Desjardins lève l'assemblée à 19h47.

Guy Desjardins, Maire

Maryse St-Pierre, Greffière adjointe



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

March 24, 2021
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 8:03 p.m.

2. Adoption of the agenda

RECOMMENDATION COW2021-21

Moved by Mario Zanth

Seconded by Don Bouchard

THAT the agenda be adopted with the following addition:

4.2. Correspondence from Spacebuilders - building permit performance deposit deduction reimbursement

CARRIED

3. Disclosure of pecuniary interests (none)

4. Petitions / Correspondence

4.1 Memorandum from the South Nation Conservation regarding the Community Free Tree Days

Mayor Desjardins mandates the Administration to prepare a resolution confirming that the City of Clarence-Rockland is interested in hosting a Community Free Tree Day and to authorize a contribution of \$500 to help give out more trees, for Council's consideration at the next Regular Council Meeting

4.2 Correspondence from Spacebuilders - building permit performance deposit deduction reimbursement

The correspondence is received and the Mayor agrees that discussions in regards to this item can be held upon discussing item 7.4 on this agenda.

5. Notice of Motion

5.1 Notice of motion presented by Councillor Mario Zanth and seconded by Councillor Carl Grimard regarding pedestrian crossings at four (4) intersections located on Highway 17

The notice of motion is presented.

6. Report from the United Counties of Prescott and Russell

Mayor Desjardins explains that last week was the inauguration of the new Prescott Russell Residence.

7. Committee/Staff Reports

7.1 Alternative Working Arrangements Policy

RECOMMENDATION COW2021-22

Moved by André J. Lalonde

Seconded by Samuel Cardarelli

THAT the Committee of the Whole recommends that Council adopts the proposed Alternative Working Arrangements Policy as attached to Report No. HR-2020-1005-1.

CARRIED

7.2 Electronic Signature Policy

RECOMMENDATION COW2021-23

Moved by Samuel Cardarelli

Seconded by Michel Levert

THAT the Committee of the Whole recommends that Council adopts Policy no. ADMIN2021-01 being the Electronic Signature Policy, as recommended.

CARRIED

7.3 Update to the policy in regards to municipal employees appointed as Volunteer Firefighters

Further to questions, Pierre Voisine explains that the changes to the policy are intended to allow municipal employees who are volunteer firefighters to be the first to return to the workplace after an intervention.

RECOMMENDATION COW2021-24

Moved by Samuel Cardarelli

Seconded by Carl Grimard

THAT the Committee of the Whole recommends that Council approve the proposed policy no. HR2021-001 in regards to Municipal Employees appointed as Volunteer Firefighters, in replacement of the policy adopted under resolution no. 2018-211.

CARRIED

7.4 Modifications to the performance deposit reimbursement criteria for permits issued during the COVID-19 pandemic as well as for permits issued for multi units

Further to questions regarding the Spacebuilders letter on the performance deposit refund, Julian Lenhart confirms that the by-law in effect at that time was applied.

RECOMMENDATION COW2021-25

Moved by Christian Simard

Seconded by Don Bouchard

WHEREAS Council adopted By-law 2020-55, on June 15, 2020, in order to allow for an extension of 2 years before the reduction of the performance deposit for permits issued between September 1st, 2019 and September 1st, 2020; and

WHEREAS the COVID-19 pandemic persists and the situation continues to cause difficulties for residents and contractors to complete their work within the set timelines, so as not to lose part of their deposit; and,

WHEREAS further to a Development Community Consultation meeting, members of the development community requested that the by-law be amended in order to allow a period of 2 years before the reduction of the performance deposit for all multi-unit permits;

THAT the Committee of the Whole recommends that Council adopts a by-law in order to allow a period of 2 years before the reduction of the performance deposit for permits issued between September 1st, 2020 and September 1st, 2021; and

THAT the Committee of the Whole further recommends that this amendment allows for a period of 2 years before the reduction of the performance deposit for all multi-unit permits, on a permanent basis.

CARRIED

7.5 Reimbursement of rental fees for non-profit organizations due to the pandemic

RECOMMENDATION COW2021-26

Moved by André J. Lalonde

Seconded by Don Bouchard

WHEREAS regional non-profit organizations rent space in certain municipal facilities annually; and

WHEREAS these organizations have not used their space since the start of the pandemic, being April 2020, due to the health unit imposed safety restrictions; and

WHEREAS the organizations were unable to organize their annual fundraising activities due to the pandemic thus affecting their financial situations; and

WHEREAS some of the organizations have requested that their rental costs be reimbursed;

THAT the Committee of the Whole recommends that Municipal Council authorizes that the monthly rental fees for non-profit organizations who rent space in municipal building on an annual basis be fully credited from April 2020 until access to the facilities is granted to them, as recommended in Report No. LOI2021-03-02.

CARRIED

7.6 Replacement of the emergency stairs at the Clarence Creek Arena

RECOMMENDATION COW2021-27

Moved by Christian Simard

Seconded by Samuel Cardarelli

WHEREAS during the 2021 budget process, Council authorized an additional sum of \$ 105,000 for the emergency steps replacement project at the Clarence Creek arena provided that the tender document is prepared to allow several

options and that the results of the submissions be brought to City Council for consideration; and

WHEREAS to respect the allocated budget, the project options must be withdrawn from the contract;

THAT the Committee of the Whole recommends that Council adopt a by-law to authorize the Mayor and the Clerk to sign a contract with Premium Construction to replace the emergency steps at the Clarence Creek arena for a sum of \$ 144,000 excluding HST, as recommended.

CARRIED

7.7 Service contract with Hydro One to allow for the construction and maintenance of the multi-use pathway between Caron and Amber Streets

RECOMMENDATION COW2021-28

Moved by Don Bouchard

Seconded by Carl Grimard

WHEREAS Council has approved \$205,000.00 in the 2021 Capital Budget for the construction of a multi-use pathway linking Caron St. to Amber St; and

WHEREAS Hydro One Network Inc is the owner of the parcel of land on which the pathway will be constructed on; and

WHEREAS Hydro One Networks Inc requires the signature of an agreement in order to authorize the City to construct and manage the multi-use pathway;

THAT the Committee of the Whole recommends that Council adopts a By-law to authorize the Director of Community Services to sign an agreement with Hydro One Networks Inc, as recommended in Report no. LOI2021-03-03.

CARRIED

7.8 Clarence-Rockland Chamber of Commerce Buy Local Campaign

RECOMMENDATION COW2021-29

Moved by Samuel Cardarelli

Seconded by Diane Choinière

WHEREAS the City of Clarence-Rockland remains committed to supporting its local entrepreneurs; and

WHEREAS the Clarence-Rockland businesses continue to work hard and remain on their path to economic recovery further to the COVID-19 pandemic;

THAT the Committee of the Whole hereby recommends that Council agree to contribute \$4000 towards the Clarence-Rockland Chamber of Commerce Buy Local campaign.

CARRIED

7.9 Preliminary Recommendation of a Voting method for the 2022 Municipal Election

Further to questions, Monique Ouellet confirms that regardless of the voting system, there will always be a help centre to assist voters.

RECOMMENDATION COW2021-30

Moved by Mario Zanth

Seconded by Don Bouchard

THAT the Committee of the Whole recommends that Council receives Report No. CLERK2021-03; and

THAT the Committee of the Whole recommends that Council confirm its desire to consider the approval of a by-law for the use of an alternative voting method, being Internet Voting for the 2022 Municipal Elections, with the possibility of adding a supplementary option, being Telephone Voting or Vote by Mail on demand, subject to the results of the Request for Proposal Process.

CARRIED

7.10 Brief on the Spring Freshet Period and presentation of the City Flood Management Playbook

Further to questions, Yves Roy explains that the locations could change depending on the affected areas.

Further to questions, Pierre Voisine confirms that Boileau Road has been closed as a precautionary measure to minimize the impact.

RECOMMENDATION COW2021-31

Moved by André J. Lalonde

Seconded by Michel Levert

THAT Report No. PRO2021-001, which provides a brief on the Spring Freshet period and the City Flood Management Playbook, be received as information.

CARRIED

7.11 Annual Repayment limit

RECOMMENDATION COW2021-32**Moved by** Diane Choinière**Seconded by** Mario Zanth

THAT Report no. FIN2021-12, in regards to the annual debt repayment limit, be received as information.

CARRIED

7.12 Statement of Development Charges Reserve Fund Transactions for the Year 2020

RECOMMENDATION COW2021-33**Moved by** Michel Levert**Seconded by** Carl Grimard

WHEREAS pursuant to section 43 of the Development Charges Act 1997, as amended the Treasurer of the municipality must submit annually to the Municipal Council, financial statements on development charges by-laws and on reserve funds established under section 33 of the same Act;

THAT the Committee of the Whole recommends that the Council of the City of Clarence-Rockland accept the statement of development charges reserve funds for the 2020 year-end as presented in report FIN2021-11

CARRIED

7.13 Decision of the Local Planning Appeal Tribunal (LPAT) – 808 Powers

RECOMMENDATION COW2021-34**Moved by** Christian Simard**Seconded by** Samuel Cardarelli

THAT Report no. AMÉ-21-13, in regards to the Local Planning Appeal Tribunal's decision for Case No. PL200289, be received for information.

CARRIED

8. Other items

Further to questions, Jean-Luc Jubinville confirms that public health prohibits open table service in community centres and that meals must be individualized.

Councillor André J. Lalonde reminds people that when they have an appointment for vaccination, they must bring the consent form.

9. Adjournment

The Mayor adjourns the meeting at 9:06 p.m.

Guy Desjardins, Mayor

Maryse St-Pierre, Deputy Clerk



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

le 24 mars 2021
Téléconférence

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 20h03.

2. Adoption de l'ordre du jour

RECOMMANDATION COW2021-21

Proposée par Mario Zanth

Appuyée par Don Bouchard

QUE l'ordre du jour soit adopté avec l'ajout de l'item suivant:

4.2. Correspondance de Spacebuilders - remboursement du dépôt de performance du permis de construction

ADOPTÉE

3. Déclarations d'intérêts pécuniaires (aucune)

4. Pétitions / Correspondance

4.1 Mémorandum de la Conservation de la Nation Sud concernant les Journées des arbres gratuits pour la communauté

Le maire Desjardins mandate l'administration de préparer une résolution confirmant que la Cité de Clarence-Rockland est intéressée à tenir une journée des arbres gratuits et pour autoriser une contribution de 500 \$ pour aider à distribuer plus d'arbres, pour considération du conseil à la prochaine réunion régulière.

4.2 Correspondance de Spacebuilders - remboursement du dépôt de performance du permis de construction

La correspondance est reçue et le maire accepte que les discussions en lien avec cet item soit tenues lors des discussions de l'item 7.4 de cet agenda.

5. Avis de motion

5.1 Avis de motion présenté par le conseiller Mario Zanth et appuyé par le conseiller Carl Grimard concernant les quatre (4) passages piétonniers situés sur le chemin de Comté 17

L'avis de motion est présenté.

6. Rapport des Comtés unis de Prescott et Russell

Le maire Desjardins explique que la semaine passée avait lieu l'inauguration de la nouvelle résidence Prescott Russell.

7. Rapports des Comités/Services

7.1 Politique sur les régimes de travail non conventionnels

RECOMMANDATION COW2021-22

Proposée par André J. Lalonde

Appuyée par Samuel Cardarelli

QUE le Comité plénier recommande au Conseil d'adopter la politique Régimes de travail non conventionnels proposée, telle que jointe au rapport n° HR-2020-1005-1.

ADOPTÉE

7.2 Politique de signature électronique

RECOMMANDATION COW2021-23

Proposée par Samuel Cardarelli

Appuyée par Michel Levert

QUE le comité plénier recommande que le conseil adopte la politique no. ADMIN2021-01, étant la politique de signature électronique, tel que recommandé.

ADOPTÉE

7.3 Mise à jour de la politique concernant les employés municipaux nommés pompiers volontaires

Suite aux questions, Pierre Voisine explique que les changements à la politique ont pour but de permettre aux employés municipaux et pompiers volontaires d'être les premiers à retourner sur les lieux de travail après une intervention.

RECOMMANDATION COW2021-24

Proposée par Samuel Cardarelli

Appuyée par Carl Grimard

QUE le Comité plénier recommande au conseil d'approuver la politique no. HR2021-001 au sujet des employés municipaux nommés à titre de pompiers volontaires tel que présenté, en remplacement de la politique actuelle qui avait été adoptée par la résolution 2018-211.

ADOPTÉE

7.4 Modifications aux critères de remboursement des dépôts de performance pour les permis émis en période de pandémie COVID-19 ainsi que pour les permis émis pour les multilogements

Suite aux questions relativement à la lettre de Spacebuilders sur le remboursement du dépôt de performance, Julian Lenhart confirme que le règlement en place a été appliqué à ce moment.

RECOMMANDATION COW2021-25

Proposée par Christian Simard

Appuyée par Don Bouchard

ATTENDU QUE le conseil a adopté le règlement 2020-55, le 15 juin 2020, afin de permettre une prolongation de 2 ans avant que la réduction du dépôt de performance soit appliquée, pour les permis émis entre le 1er septembre 2019 et le 1er septembre 2020; et

ATTENDU QUE la pandémie du COVID-19 persiste et continue de causer des difficultés pour les résidents et les entrepreneurs de terminer leurs travaux dans les délais fixés, afin de ne pas perdre une partie de leur dépôt de performance; et,

ATTENDU QUE suite à une consultation avec le groupe de développeurs, ceux-ci ont demandé que le règlement soit amendé pour permettre une prolongation

de 2 ans avant que la réduction du dépôt de performance soit appliquée, pour tous les permis multilogements;

QUE le comité plénier recommande que le conseil adopte un règlement visant à permettre une prolongation de 2 ans avant la réduction du dépôt de performance soit appliquée, pour les permis émis entre le 1er septembre 2020 et le 1er septembre 2021; et

QUE le comité plénier recommande aussi que ce même amendement autorise une période de 2 ans avant que la réduction du dépôt de performance soit appliquée, pour tous les permis multilogements, et ce, sur une base permanente.

ADOPTÉE

7.5 Remboursement des frais de location pour les organismes sans but lucratif dû à la pandémie

RECOMMANDATION COW2021-26

Proposée par André J. Lalonde

Appuyée par Don Bouchard

ATTENDU QUE des organismes sans but lucratif de la région louent annuellement des locaux dans certaines installations municipales ; et

ATTENDU QUE ces organismes n'ont pas utilisé leurs locaux depuis le début de la pandémie, soit avril 2020, dû aux restrictions sécuritaires imposées par le bureau de santé ; et

ATTENDU QUE les organismes n'ont pu organiser leurs activités annuelles de collecte de fonds dues à la pandémie affectant ainsi leurs situations financières ; et

ATTENDU QUE certains de ces organismes ont fait demande afin que les frais de location pour leurs locaux soient remboursés ;

QUE le comité plénier recommande au conseil d'autoriser que les frais de location mensuels des organismes sans but lucratif qui louent des locaux dans les édifices municipaux sur une base annuelle soient pleinement crédités à partir du mois d'avril 2020, jusqu'à ce que l'accès aux locaux leur soit accordé; tel que recommandé au rapport no. LOI2021-03-02.

ADOPTÉE

7.6 Remplacement des escaliers d'urgence à l'aréna de Clarence Creek

RECOMMANDATION COW2021-27**Proposée par** Christian Simard**Appuyée par** Samuel Cardarelli

ATTENDU QUE lors du processus budgétaire 2021, le conseil a autorisé une somme additionnelle de 105 000\$ pour le projet de remplacement des marches d'urgence à l'aréna de Clarence Creek à condition que le document de soumission soit préparé afin de permettre plusieurs options et que les résultats des soumissions soient apportés au conseil municipal pour considération; et

ATTENDU QUE pour respecter le budget alloué, les options du projet doivent être retirées du contrat;

QUE le comité plénier recommande au conseil municipal d'adopter un règlement pour autoriser le Maire et la greffière à signer un contrat avec Premium Construction pour effectuer le remplacement des marches d'urgence de l'aréna de Clarence Creek pour une somme de 144 000\$ excluant la T.V.H., tel que recommandé au rapport LOI2021-03-04.

ADOPTÉE

7.7 Contrat de service avec Hydro One pour allouer la construction et l'entretien du sentier multi-usage entre les rues Caron et Amber

RECOMMANDATION COW2021-28**Proposée par** Don Bouchard**Appuyée par** Carl Grimard

ATTENDU QUE le conseil municipal a approuvé au budget capital 2021 une somme 205,000 \$ pour la construction d'un sentier multi-usage entre les rues Caron et Amber; et

ATTENDU QUE le terrain sur lequel le sentier sera construit appartient à Hydro One Networks Inc; et

ATTENDU QUE Hydro One Networks Inc exige la signature d'une entente afin de permettre à la Cité de construire et de gérer le sentier;

QUE le Comité plénier recommande au conseil d'adopter un règlement autorisant le directeur des Services communautaires de signer une entente avec Hydro One Networks Inc., tel que recommandé au rapport no. LOI2021-03-03.

ADOPTÉE

7.8 Campagne de la Chambre de commerce de Clarence-Rockland pour l'achat local

RECOMMANDATION COW2021-29**Proposée par** Samuel Cardarelli**Appuyée par** Diane Choinière

ATTENDU QUE la Cité de Clarence-Rockland demeure déterminée à appuyer ses entreprises locales; et

ATTENDU QUE les entreprises de Clarence-Rockland continuent de travailler fort pour leur reprise économique en raison de la pandémie COVID-19;

QUE le comité plénier recommande au conseil d'accepter de faire une contribution de 4 000\$ à la campagne Achetons Local de la Chambre de commerce de Clarence-Rockland.

ADOPTÉE

7.9 Recommandation préliminaire d'un mode de scrutin pour les élections municipales 2022

Suite aux questions, Monique Ouellet confirme que peu importe le mode de scrutin, il y aura toujours un centre d'aide pour aider les électeurs.

RECOMMANDATION COW2021-30**Proposée par** Mario Zanth**Appuyée par** Don Bouchard

QUE le Comité plénier recommande que le conseil reçoive le rapport no. CLERK2021-03; et

QUE le comité plénier recommande que le conseil confirme son désir de considérer l'adoption d'un règlement pour permettre l'utilisation d'une méthode de scrutin alternatif, soit le vote par internet pour les élections municipales 2022, avec la possibilité d'ajouter une option supplémentaire, soit le vote par téléphone ou le vote par courrier sur demande, sujet aux résultats du processus de demande de propositions.

ADOPTÉE

7.10 Mise à jour sur la période de la crue printanière et la présentation du Guide pour la gestion des inondations

Suite aux questions, Yves Roy explique que les emplacements pourraient changer en fonction des endroits plus affectés.

Suite aux questions, Pierre Voisine confirme que le chemin Boileau a été fermé par prévention, afin de minimiser l'impact.

RECOMMANDATION COW2021-31**Proposée par** André J. Lalonde**Appuyée par** Michel Levert

QUE le rapport No. PRO2021-001, visant à donner une mise à jour sur la période de la crue printanière et qui fournit un guide pour la gestion des inondations, soit reçu à titre d'information.

ADOPTÉE**7.11 Limite de remboursement annuelle****RECOMMANDATION COW2021-32****Proposée par** Diane Choinière**Appuyée par** Mario Zanth

QUE le Rapport no. FIN2021-12, au sujet de la limite de remboursement annuelle de la dette, soit reçu à titre d'information.

ADOPTÉE**7.12 État des transactions du fonds de réserve des redevances d'aménagement de l'année 2020****RECOMMANDATION COW2021-33****Proposée par** Michel Levert**Appuyée par** Carl Grimard

ATTENDU QUE conformément à l'article 43 de la Loi de 1997 sur les redevances d'exploitation, tel qu'amendé, le Trésorier de la municipalité doit remettre chaque année au Conseil de la municipalité, des états financiers sur les règlements de redevances d'aménagement et sur les fonds de réserve créés aux termes de l'article 33 de la même Loi;

QUE le comité plénier recommande que le conseil de la Corporation de la Cité de Clarence-Rockland accepte l'état des fonds de réserve des redevances d'aménagement pour l'année 2020 tel que présenté dans le rapport FIN2021-11

ADOPTÉE**7.13 Décision du Tribunal Appel d'aménagement local (TAAL) – 808 Powers****RECOMMANDATION COW2021-34****Proposée par** Christian Simard**Appuyée par** Samuel Cardarelli

QUE le rapport AMÉ-21-13, au sujet de la décision du Tribunal de l'appel de l'aménagement local relativement au dossier no. PL200289, soit reçu à titre d'information.

ADOPTÉE

8. Autres items

Suite aux questions, Jean-Luc Jubinville confirme que la santé publique interdit le service ouvert aux tables dans les centres communautaires et que les repas doivent être individualisés.

Le conseiller André J. Lalonde rappelle aux gens que lorsqu'ils ont un rendez-vous pour la vaccination, ils doivent apporter avec eux le formulaire de consentement.

9. Ajournement

Le maire lève l'assemblée à 21h06.

Guy Desjardins, Maire

Maryse St-Pierre, Greffière adjointe



SOUTH NATION
CONSERVATION
DE LA NATION SUD

Memorandum

To: Mayor Guy Desjardins, Council, CAO Helen Collier
From: John Mesman, Team Lead, Communications and Outreach
Date: January 29, 2021
RE: Community Free Tree Days – Municipal Partnership

Thank you for your continued support of our Forest Conservation Initiative and community Tree Planting Programs. SNC staff are gearing up to plant a record number of trees this spring, over 227, 900 tree seedlings have been reserved through our cost-share programs.

Community Free Tree Days at Municipal Offices

South Nation Conservation (SNC) is once again hosting Community Free Tree Days with our municipal partners in 2021 to promote environmental stewardship in our communities and showcase effective municipal and Conservation Authority partnerships at work.

Given the ongoing pandemic, SNC will be working with municipalities to once again come up with safe, appropriate plans and precautionary measures to support the giveaways.

From the working group recommendations in the 2018 Forest Conservation Report, \$500 is once again included for each municipality in the 2021 SNC Budget to support free tree giveaways at municipal offices.

This year, only seedlings have been ordered for the giveaways. A mix of shrubs, hardwoods and conifers will be provided for each event.

If your municipality is interested in contributing additional funding to help provide more tree seedlings, please let us know as available tree stock is limited.

SNC plans to launch a "Community Free Tree Pick-Up" campaign and online reservations in late March 2021. Tree giveaway activities must be hosted in late April – early May, pending tree delivery and spring frost timelines.

SNC has already confirmed a municipal staff contact at each municipality to help support the Community Free Tree Giveaways. For questions, please contact Kelsey Smith, ksmith@nation.on.ca or 1.877.984.2948.

Sincerely,

John Mesman
 Team Lead, Communications and Outreach
 South Nation Conservation





SOUTH NATION
CONSERVATION
DE LA NATION SUD

SNC Community Free Tree Days – Planning Information

Onsite Pick-Up Location

- Please select an outdoor location where seedlings can be made available for pick-up. Areas with large parking lots are ideal. Deliveries will not be coordinated this year.

Vehicle Only Pick Ups

- We suggest that each municipality support locations and activities that facilitate vehicle-only pickups. Residents should be asked to remain in vehicles.

Extended Time for Pick-Up

- We suggest increasing the amount of time where seedlings are available for pickup. Suggested pick up times may be: 1:00 pm – 6:00 pm on weekdays, or 10:00 am to 3:00 pm on weekends. Specific pick-up times will be assigned to residents based on time preferences selected through online tree reservation request forms.

Tree Seedlings Bundled

- We suggest that seedlings be provided in bundles of 5 or 10, of all the same species, to ensure that seedlings are not being handled more than necessary. Tree species selection will be available through online reservation and will be assigned on a first-come-first served basis.

Health and Safety

- Event staff will wear appropriate PPE, including face masks and gloves.
- Individuals who fall within the vulnerable population category, including those over 70, should arrange for someone else to pick up their trees and deliver to them.
- Roadside and parking lot signs will be prepared with event and pick-up instructions.
- Tree seedlings will be bundled more than 72 hours in advance of pick-ups.
- Bilingual planting instructions and factsheets have been created for each tree species; SNC will also create website content to ensure materials are available electronically.
- Similar to last year, tree seedling reservation requests will be completed online only through digital registration forms. Confirmations and updates will be delivered by email and staff are available to speak directly with applicants online, by email and telephone. Based on last years success, tree reservation requests were completely allocated within 1-2 weeks of launching the online campaign.

SNC is committed to supporting municipalities, partners and people as the Coronavirus Pandemic unfolds. Though we may need to make updates to the program delivery in the future depending on local health guidelines, we feel that these measures will help us provide the trees we have ordered and are securing to interested families this spring.



SOUTH NATION
CONSERVATION
DE LA NATION SUD

Mémoire

Destinataires : Maire Guy Desjardins, Council, DG Helen Collier
De : John Mesman, chef d'équipe, Communications et sensibilisation
Date : 29 janvier 2021
Objet : Journées des arbres gratuits pour la communauté - Partenariat municipal

Nous vous remercions pour votre soutien continu à notre initiative de conservation des forêts et aux programmes communautaires de plantation d'arbres. Le personnel de la CNS se prépare à planter un nombre record d'arbres ce printemps, plus de 227, 900 semis d'arbres ont été réservés dans le cadre de nos programmes de partage des coûts.

Journées des arbres gratuits pour la communauté aux bureaux municipaux

La Conservation de la Nation Sud (CNS) organise une fois de plus les Journées des arbres gratuits pour la communauté avec ses partenaires municipaux en 2021, afin de promouvoir la gestion de l'environnement dans nos collectivités, et de mettre en évidence l'efficacité du travail accompli grâce aux partenariats entre les municipalités et les offices de protection de la nature.

Compte tenu de la pandémie actuelle, la CNS collaborera avec les municipalités pour élaborer des plans et des mesures de précaution sûrs et appropriés afin de soutenir la distribution d'arbres.

Selon les recommandations du groupe de travail inscrites dans le Rapport de 2018 sur la conservation des forêts, un montant de 500 \$ est de nouveau inclus pour chaque municipalité dans le budget 2021 de la CNS afin de soutenir les dons d'arbres gratuits dans les bureaux municipaux.

Cette année, seuls des semis ont été commandés pour la remise d'arbres, comprenant un mélange d'arbustes, de feuillus et de conifères.

Si votre municipalité souhaite contribuer des fonds supplémentaires pour pouvoir distribuer davantage de semis d'arbres, veuillez nous le faire savoir car le stock d'arbres disponibles est limité.

La CNS prévoit de lancer une campagne de " Ramassage d'arbres gratuits pour la communauté " et de procéder à des réservations en ligne à la fin du mois de mars 2021. Les activités de distribution d'arbres doivent être organisées entre fin avril et début mai, dépendamment de l'échéancier de livraison des arbres et des gels printaniers.

La CNS a déjà confirmé une personne-ressource avec le personnel municipal de chaque municipalité pour aider à soutenir la distribution d'arbres offerts gratuitement dans la communauté. Pour toute question, veuillez contacter Kelsey Smith, ksmith@nation.on.ca ou 1.877.984.2948.

Sincères salutations,

John Mesman
 Chef d'équipe, Communications et sensibilisation
 Conservation de la Nation Sud



Journées des arbres gratuits de la CNS pour la communauté – Renseignements sur la planification

Lieu de ramassage sur place

- Veuillez choisir un endroit en plein air où les semis seront disponibles pour le ramassage. Les emplacements ayant de grands espaces de stationnement sont idéaux. Les livraisons ne seront pas coordonnées cette année.

Ramassage en véhicule uniquement

- Nous suggérons que chaque municipalité favorise les lieux et les activités qui facilitent le ramassage en véhicule. Les résidents devraient être invités à rester dans les véhicules.

Prolongation du délai de ramassage

- Nous suggérons d'augmenter la durée de temps allouée au ramassage des semis. Les heures de ramassage suggérées peuvent être : de 13 h à 18 h en semaine, ou 10 h à 15 h pendant la fin de semaine. Des heures de ramassage spécifiques seront attribuées aux résidents en fonction de leurs préférences en matière d'horaire, sélectionnées au moyen des formulaires de demande de réservation d'arbres en ligne.

Semis d'arbres groupés

- Nous suggérons de fournir les semis par paquets de 5 ou 10, tous de la même espèce, afin de garantir que les semis ne soient pas manipulés inutilement. La sélection des espèces d'arbres se fera dans le cadre de la réservation en ligne et sera attribuée selon le principe du premier arrivé, premier servi.

Santé et sécurité

- Le personnel de l'événement portera un EPI approprié, comprenant un masque facial et des gants.
- Les personnes qui font partie de la catégorie des populations vulnérables, y compris celles de plus de 70 ans, doivent s'arranger pour que quelqu'un d'autre ramasse et livre leurs arbres.
- Des panneaux de signalisation en bordure de route et sur les terrains de stationnement seront préparés avec des instructions concernant l'événement et le ramassage.
- Les semis d'arbres seront emballés plus de 72 heures avant le ramassage.
- Des instructions de plantation et des fiches d'information bilingues ont été créées pour chaque espèce d'arbre ; la CNS ajoutera également ces renseignements sur le site web pour s'assurer que les informations sont disponibles sous forme électronique. Comme l'année dernière, les demandes de réservation de semis d'arbres seront effectuées en ligne uniquement au moyen de formulaires d'inscription numériques. Les confirmations et les mises à jour seront envoyées par courriel et le personnel sera disponible pour parler directement aux demandeurs en ligne, par courriel et par téléphone. L'année dernière, les demandes de réservation d'arbres ont été entièrement attribuées dans les 1 à 2 semaines suivant le lancement de la campagne en ligne.

La CNS s'engage à soutenir les municipalités, les partenaires et les citoyens au fur et à mesure de l'évolution de la pandémie de coronavirus. Nous procéderons peut-être à des mises à jour du programme à l'avenir, en fonction des directives sanitaires locales ; nous pensons que ces mesures nous aident à offrir les arbres que nous avons commandés et que nous réservons aux familles intéressées ce printemps.



REPORT N° HR-2020-1005-01 New Alternative Working Arrangements Policy

Date	05/10/2020
Submitted by	Michel Cousineau – CIO and Acting Director, Human Resources
Subject	New Policy
File N°	Click here to enter text.

- 1) **NATURE/GOAL :**
To obtain Council approval for the new Alternative Work Arrangements (AWA) Policy.
- 2) **DIRECTIVE/PREVIOUS POLICY :**
N/A
- 3) **DEPARTMENT'S RECOMMENDATION :**
THAT the Committee of the Whole recommends that Council adopts the proposed Alternative Working Arrangements Policy as attached to Report No. HR-2020-1005-1.

QUE le Comité plénier recommande au Conseil d'adopter la politique Régimes de travail non conventionnels proposée, telle que jointe au rapport n° HR-2020-1005-1.

- 4) **BACKGROUND :**
Since the onset of the 2020 Covid-19 pandemic, organizations have the unprecedented challenge of finding safe, but creative and innovative ways of maintaining their operations and providing services to their clients. The traditional "Where", "When" and "how" of how they do business has had to transform.

One of the very few positive effects of this pandemic is the realization that people can work very efficiently and effectively from home and even, at times, outside of normal working hours.

As the City eventually returns to normal operations, it will need to address these new realities as well as new needs and expectations from its staff.

It is the new normal!

5) **DISCUSSION :**

AWAs are not new. It is just one of the many tools, organizations (including many Ontario municipalities) have been using to help attract and retain quality personnel.

However, AWAs are also a paradigm shift from traditional working conditions. Changes like this need proper planning to ensure we are able to keep providing services to our ratepayers.

As such, the City of Clarence-Rockland has created an AWA Program, which includes a policy as well as an associated set of guidelines for work arrangements that City staff can request and discuss with their managers. Those arrangements include:

- Flexible Hours;
- Compressed Schedules;
- Working Remotely.

All of these arrangements have already been used at one time or another at the City. Compressed Schedules are part of the CUPE Bargaining Agreement and managers typically try to accommodate flexible hours to assist with work-life balance. The same goes for working remotely, which is currently the City's de-facto reality.

NOTE: No AWA will be approved if it causes issues within the department. These issues include:

- Service disruptions (to both internal and external clients);
- Additional workload for colleague(s).

It is the responsibility of the requester and his/her manager to ensure these issues/risks are addressed before the AWA can be approved.

6) **CONSULTATION:**

N/A

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

N/A

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

Additional expenses are minimal and can be covered by normal operation costs.

9) **LEGAL IMPLICATIONS :**

N/A

10) **RISK MANAGEMENT :**

Every AWA application will be reviewed and analyzed to ensure any risks to City staff and operations are mitigated properly.

11) **STRATEGIC IMPLICATIONS :**

Policies and initiatives such as this one enable the City to be a palpable employment option in a competitive market.

12) **SUPPORTING DOCUMENTS:**

- City of Clarence-Rockland Alternative Working Arrangements Policy.docx
- City of Clarence-Rockland Alternative Working Arrangements Guidelines.docx

 CORPORATION <i>de la Cité de / of the City of</i> Clarence-Rockland	N° Politique / Policy N°:	
	Titre / Title:	Régimes de travail non conventionnels (RTNC) / Alternative Work Arrangements (AWA)
	Secteur/Sector:	Ressources humaines / Human Resources

	Nom/Name	Titre/Title	Date
Auteurs / Authors:			
Révisé par / Revised by:			
Autorisé par / Authorized by:			

1.0 Énoncé de politique

La Corporation de la Cité de Clarence-Rockland (la Corporation) encourage et soutient l'équilibre travail-vie personnelle, et favorise les régimes de travail non conventionnels (RTNC), lorsque cela est possible, sans compromettre les exigences opérationnelles et la prestation efficace de services à nos concitoyens et partenaires commerciaux.

La Corporation et les personnes participant au programme de RTNC jouent un rôle clé dans la réussite et l'intégrité du programme.

1.0 Policy Statement

The Corporation of the City of Clarence-Rockland (the Corporation) promotes and supports work life balance and encourages alternative work arrangements, when feasible, without compromising operational requirements and effective service delivery to our fellow citizens and business partners.

Both the Corporation and the individual participating in the AWA program, play a key role in ensuring the success and the integrity of the program.

2.0 But/Objectif

	The Corporation is committed to balancing the diverse needs of its employees to foster a culture of service excellence with a focus on; fellow citizens and business partners experience, work life balance, operational performance and staff engagement. The AWA Policy is key to meeting these commitments and supporting the
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	Corporation's objectives as an employer of choice by: • Increasing the Corporation's ability to attract, retain, and engage high quality, high performing employees; • Increasing employee engagement; • Promoting diversity, innovation and inclusion; • Improving operational performance though providing flexible work opportunities • Reducing absenteeism; • Promoting Work life balance; • Addressing office space and operational needs. The AWA Policy is not meant to be applied for medical accommodations purposes under the Ontario Human Rights Code. For medical accommodations, please refer to the Medical Accommodation Policy. Alternative work arrangements created as part of emergency and business continuity planning are not covered under this policy.
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3.0 Définitions

3.0 Definitions

	3.1 Alternative Work Arrangements (AWA, also known as a flexible work arrangements): Any work arrangement that differs from the Corporation's standard work schedule, working conditions and/or work location. When establishing flexible work arrangements, the Corporation seeks to provide the employees with means to achieve a balance between professional and personal responsibilities in a manner that benefits both the employee and the Corporation. Common types of AWA
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	arrangements include: 3.2 Flextime/staggered hours: Flexible start and end times during the work day while the total work hours per day/week remain unchanged. 3.3 Compressed work week (or schedule): Working longer shifts per day in exchange for a reduced number of working days in the regular work cycle (weekly or biweekly basis). 3.4 Telework (also referred to as Telecommuting): Variety of work arrangements where the work is traditionally performed at one of the employer's work location may be changed to an alternate off-site/satellite location which may include the employee's home. Telework is described as the ability to work anytime, any place using remote access connectivity and mobile technology. Employees may perform telework on the following basis: • Infrequent basis; • Emergency basis; • Periodic basis; or • Permanent basis.
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4.0 Portée**4.0 Scope**

	The AWA Policy applies to all employees of the Corporation and recognizes that service excellence, working effectively, attaining results and Work Life Balance are a shared responsibility. All AWA's will conform with employment laws and collective agreements in place where applicable.
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5.0 Procédures et ligne directrices**5.0 Policy Procedures/Guidelines**

	The content within the policy, the associated AWA Program (Policy and Guidelines), are intended to assist employees and management in understand each of the AWA options, how to apply and administer these options consistently across the Corporation. 5.1 Standard Provisions i) All AWA requests submitted under the AWA Policy, will be considered and assessed based on; merit, operational requirements and capabilities of the department, the provisions of all relevant policies and guidelines, legislation, Terms and Conditions of Employment and/or relevant Collective Agreement provisions (if applicable). ii) The AWA request must be made by the employee on a voluntary participation basis. iii) All AWA requests require the written approval by their respective Manager or designate.
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	iv) When a request to participate in the AWA Program on an infrequent, temporary or emergency basis, it may be verbally agreed to by the employee and their Manager or designate. v) During the period the AWA Agreement is in place, the employee status, benefits, leave entitlements, eligibility for authorized overtime and salary are not altered. 5.2 Occupational Safety and Health i) The employee agrees to maintain a designated and dedicated workspace that meets occupational safety standards for the home office and office ergonomics. Ergonomic Considerations; Working Alone Call-In Procedures; and Emergency Preparedness. ii) WSIB liability for work related accidents will continue to apply during the telecommuting work schedule as defined in this agreement. iii) The Employer will not be responsible for any non-work-related injuries that may occur at home. Compensation will be limited to the approved telework times only and will be limited to designated telework workspace. iv) The employee agrees to follow safe work practices and to promptly report any work-related accident that occurs at the telework (home) office to their supervisor and/or appropriate
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	employer representative. v) The employee agrees that joint on-site safety and suitability visits by the employer and/or the Health and Safety Committee Representatives may be performed prior to the commencement of telework and then on a regular basis, with advance notice. These visits will be to ensure that the home office meets basic safety standards and the designated home office is suitable for the tasks to be performed by the employee. vi) Other on-site visits may also be made for the purpose of retrieving equipment and other Employer property in the event of the employee's illness, termination, or any other extraordinary circumstances. 5.3 Technology, Equipment, Materials and Supports i) The Employer and the employee will assess the equipment requirements in order to ensure that the proper equipment is in place for telework. ii) All software used by the employee on Employer computers must be legally acquired and licensed by the Employer, and installed by appropriate Employer personnel. iii) All the equipment provided for teleworking shall remain the property of the employer and must be returned should employment or the telework agreement terminate.
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iv) Equipment and supplies provided by the Employer are to be used for the sole purpose of carrying out the Employer's work and shall not be utilized for personal use.

v) The employee is responsible for all assets belonging to the Employer and will be responsible for the replacement value of those assets that cannot be accounted for.

The cost of all equipment and supplies provided by the employer will be paid for and maintained by the Employer including the following

5.4 Costs and expenses

i) The cost of all equipment and supplies provided by the employer will be paid for and maintained by the Employer (eg. Cell phone lines, long distance calls for work etc.).

ii) The employee is expected to maintain the telework place including items such as; homeowner or tenant insurance, heat and hydro. The employees are also responsible in ensuring that teleworking/operating a home office, does not breach the terms of their household insurance policies.

iii) The employee is responsible for any costs linked to home renovations required to have a home office.

iv) The employee is responsible for the maintenance of their own equipment.

5.5 Confidentiality and Security

- i) The employee is responsible to secure and protect the property, documents and information belonging to the Employer.
- ii) Information must be managed and disposed of in accordance with Ontario government guidelines.
- iii) The employee will promptly report to their supervisor, any circumstances or incidents which may compromise the confidentiality of any property, documents or information in connection with their employment.

5.6 Personal / Family Responsibilities

- i) The employee is responsible to ensure that personal / family responsibilities are managed in a way which allows them to successfully meet their job responsibilities.

5.7 Tax Implications

- i) Telework may have tax implications for the employee. The employee is responsible for inquiring with the Canada Revenue Agency to obtain the necessary information regarding telework.

5.8 Amending or Cancelling an AWA Plan

Any approved AWA plans may be modified or cancelled by the Corporation or the employee with reasonable notice. Normally a minimum of ten working days' notice will be given before the cancellation or the amendment to take effect unless the change is due to an urgent operational need or emergency.

5.9 Renewal of an AWA Plan

The AWA agreement shall be for a defined period (one year or less) and may be subject to renewal. The intent to renew or terminate the AWA agreement, should be assessed one (1) month prior to the date the AWA agreement in place comes to an end. Failure to submitting a request for renewal within the above time period may cause some delays or cancel the AWA in place on the date which the agreement terminates.

Employees who participate in the AWA Program are required to sign the Terms of Agreement Form which can be found in the AWA Program (Policy and Guidelines).

Where an AWA request has been denied, a request for revision can be filed through the appeal process. Please refer to the AWA Program (Policy and Guidelines) for more details.

Managers who receive a request under the AWA Policy, should consult with the Director of HR for guidance prior to authorizing the said request.

For additional information regarding the AWA guidelines, please refer to the

	AWA Program.

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



CORPORATION de la Cité de / of the City of
Clarence-Rockland

ALTERNATIVE WORK ARRANGEMENTS PROGRAM

SEPTEMBER 2020

Corporation de la Cité / of the City of Clarence Rockland promotes and supports Work Life Balance and encourages alternative work arrangements without compromising effective service delivery.

INTRODUCTION

The Corporation is committed to balancing the diverse needs of its employees to foster a culture of service excellence with a focus on; fellow citizens and business partners experience, work life balance, operational performance and staff engagement.

The AWA Program is key to meeting these commitments and supporting the Corporation's objectives as an employer of choice by:

- Increasing the Corporation's ability to attract, retain, and engage high quality, high performing employees;
- Increasing employee engagement;
- Promoting diversity, innovation and inclusion;
- Improving operational performance though providing flexible work opportunities
- Reducing absenteeism;
- Promoting Work life balance;
- Addressing office space and operational needs.

The AWA Policy is not meant to be applied for medical accommodations purposes under the Ontario Human Rights Code. For medical accommodations, please refer to the Medical Accommodation Policy.

Alternative work arrangements created as part of emergency and business continuity planning is not covered under this policy.

DEFINITIONS

Alternative Work Arrangements (AWA, also known as a flexible work arrangements):

Any work arrangement that differs from the Corporation's standard work schedule, working conditions and/or work location. When establishing flexible work arrangements, the Corporation seeks to provide the employees with means to achieve a balance between professional and personal responsibilities in a manner that benefits both the employee and the Corporation.

Common types of AWA arrangements include:

Flextime/staggered hours:

Flexible start and end times during the work day while the total work hours per day/week remain unchanged.

Compressed work week (or schedule):

Working longer shifts per day in exchange for a reduced number of working days in the regular work cycle (weekly or biweekly basis).

Telework (also referred to as Telecommuting):

Variety of work arrangements where the work is traditionally performed at one of the employer's work location may be changed to an alternate off-site/satellite location which may include the employee's home. Telework is described as the ability to work anytime, any place using remote access connectivity and mobile technology. Employees may perform telework on the following basis:

- Infrequent basis;
- Emergency basis;
- Periodic basis; or
- Permanent basis.

SCOPE

The AWA Policy applies to all employees of the Corporation and recognizes that service excellence, working effectively, attaining results and Work Life Balance is a shared responsibility.

All AWA's will conform with employment laws and collective agreements in place where applicable.

GUIDELINES

The content within the policy, the associated AWA Plan and procedures, are intended to assist employees and management in understand each of the AWA options, how to apply and administer these options consistently across the Corporation.

Standard Provisions

All AWA requests submitted under the AWA Policy, will be considered and assessed based on; merit, operational requirements and capabilities of the department, the provisions of all relevant policies and guidelines, legislation, Terms and Conditions of Employment and/or relevant Collective Agreement provisions (if applicable).

The AWA request must be made by the employee on a voluntary participation basis.

All AWA request requires the written approval by their respective Manager or designate.

All AWA requests made on an infrequent, temporary or emergency basis may be verbally agreed to by the employee and their Manager or designate.

When a request to participate in the AWA Program on an infrequent, temporary or emergency basis, it may be verbally agreed to by the employee and their Manager or designate.

During the period the AWA Agreement is in place, the employee status, benefits, leave entitlements, eligibility for authorized overtime and salary are not altered in any way.

Occupational Safety and Health

The employee agrees to maintain a designated and dedicated workspace that meets occupational safety standards for the home office and office ergonomics.

- . **Ergonomic Considerations;**
- . **Working Alone Call-In Procedures; and**
- . **Emergency Preparedness.**

WSIB liability for work related accidents will continue to apply during the telecommuting work schedule as defined in this agreement.

The Employer will not be responsible for any non-work-related injuries that may occur at home. Compensation will be limited to the approved telework times only and will be limited to designated telework workspace.

The employee agrees to follow safe work practices and to promptly report any work-related accident that occurs at the telework (home) office to their supervisor and/or appropriate employer representative.

The employee agrees that joint on-site safety and suitability visits by the employer and/or the Health and Safety Committee Representatives may be performed prior to the commencement of telework and then on a regular basis, with advance notice. These visits will be to ensure that the home office meets basic safety standards and the designated home office is suitable for the tasks to be performed by the employee.

Other on-site visits may also be made for the purpose of retrieving equipment and other Employer property in the event of the employee's illness, termination, or any other extraordinary circumstances.

Technology, Equipment, Materials and Supports

The Employer and the employee will assess the equipment requirements in order to ensure that the proper equipment is in place for telework.

All software used by the employee on Employer computers must be legally acquired and licensed by the Employer, and installed by appropriate Employer personnel.

All the equipment provided for teleworking shall remain the property of the employer and must be returned should employment or the telework agreement terminate. Equipment and supplies provided by the Employer are to be used for the sole purpose of carrying out the Employer's work and shall not be utilized for personal use.

The employee is responsible for all assets belonging to the Employer and will be responsible for the replacement value of those assets that cannot be accounted for.

The cost of all equipment and supplies provided by the employer will be paid for and maintained by the Employer including the following

Costs and expenses

The cost of all equipment and supplies provided by the employer will be paid for and maintained by the Employer (eg. Cell phone lines, long distance calls for work etc.).

The employee is expected to maintain the telework place including items such as; homeowner or tenant insurance, heat and hydro. The employees are also responsible in ensuring that teleworking/operating a home office, does not breach the terms of their household insurance policies.

The employee is responsible for any costs linked to home renovations required to have a home office.

The employee is responsible for the maintenance of their own equipment.

Confidentiality and Security

The employee is responsible to secure and protect the property, documents and information belonging to the Employer.

Information must be managed and disposed of in accordance with Ontario government guidelines.

The employee will promptly report to their supervisor, any circumstances or incidents which may comprise the confidentiality of any property, documents or information in connection with their employment.

Personal / Family Responsibilities

The employee is responsible to ensure that personal/family responsibilities are managed in a way which allows them to successfully meet their job responsibilities.

Tax Implications

Telework may have tax implications for the employee. The employee is responsible for inquiring with the Canada Revenue Agency to obtain the necessary information regarding telework.

Amending or Cancelling an AWA Plan

Any approved AWA plans may be modified or cancelled by the Corporation or the employee with reasonable notice. Normally a minimum of ten working days' notice will be given before the cancellation or the amendment to take effect unless the change is due to an urgent operational need or emergency.

Renewal of an AWA

The AWA agreement shall be for a defined period (one year or less) and may be subject to renewal. The intent to renew or terminate the AWA agreement, should be assessed one (1) month prior to the date the AWA agreement in place comes to an end. Failure to submitting a request for renewal within the above time period may cause some delays or cancel the AWA in place on the date which the agreement terminates.

AWA Agreements

Employees who participate in an AWA program is required to sign the Terms of Agreement Form which can be found in the AWA Program.

Where an AWA request has been denied, a request for revision can be filed through the appeal process by forwarding the said request in writing to the (Chief Administrative Officer) within ten (10) working days outlining the particulars of the appeal.

Manager who receive a request under the AWA Policy, should consult with the Director of HR for guidance prior to authorizing the said request.

For additional information regarding the AWA guidelines, please refer to the AWA Program.

POLICIES, STANDARDS AND LEGISLATION

The content within the policy and this document are intended to assist employees and management in understand each of the AWA options, how to apply and administer these options consistently across the Corporation.

Standard Provisions

All AWA requests submitted by an employee to her/his Manager or designate under the AWA Policy, will be considered and assessed based on; merit, operational requirements and capabilities of the department, Labour Laws and existing Collective Agreements (where applicable).

- AWA request must be made by the employee and based on a voluntary participation basis.
- All AWA request requires the written approval by their respective Manager or designate.
- AWA requests made on an infrequent, temporary or emergency basis may be verbally agreed to by the employee and their Manager or designate.

Amending or Cancelling an AWA Plan

Any approved AWA plans may be modified or cancelled by the Corporation or the employee with reasonable notice. Normally a minimum of ten working days' notice will be given before the cancellation or the amendment to take effect unless the change is due to an urgent operational need or emergency.

Renewal of an AWA

The AWA agreement shall be for a defined period (one year or less) and may be subject to renewal. The intent to renew or terminate the AWA agreement, should be assessed one (1) month prior to the date the AWA agreement in place comes to an end. Failure to submitting a request for renewal within the above time period may cause some delays or cancel the AWA in place on the date which the agreement terminates.

AWA Agreements

Employees who participate in an AWA program is required to sign the Terms of Agreement Form which can be found in the AWA Program.

Where an AWA request has been denied, a request for revision can be filed through the appeal process by forwarding the said request in writing to the (Chief Administrative Officer) within ten (10) working days outlining the particulars of the appeal.

Manager who receive a request under the AWA Policy, should consult with the Director of HR for guidance prior to authorizing the said request.

APPLICATION PROCESS

- The Employee should initiate the process by having a discussion with his/her manager to assess the possibility of an AWA. The discussion is an opportunity to discuss the details of the AWA as well as any operational considerations before an official request is made.
- The employee fills the AWA Request Form and submits it to his/her manager.
- The manager approves or rejects the request.
- If the request is approved, the employee and manager sign the agreement and enter into an official agreement for the period outlined in the agreement.
- If the request is rejected, the manager provides justification to the employee, who has the option to enter to the appeal process.

ROLES AND RESPONSIBILITIES

Employees

- Initiate the process by submitting a request to their manager;
- Once approved, acknowledge and comply with the alternative work arrangement policy and related process guidelines;
- Initiate the appeal process if the request is rejected.

Managers or designate

- Review AWA requests from their respective employees, consult with HR (as required) and determine if the request is eligible for approval (based on the established criteria);
- Provide approval or justification for rejection to the requester.

Human Resources Representative

- Provide advice and guidance to management and to employees interested in applying for, or already participating in, an alternate work arrangement.

Chief Administrative Officer

- Review all AWA appeals from Managers that have been declined.

APPEAL PROCESS

Where an AWA request from an employee has been denied, a request for revision can be filed through the appeal process by forwarding the said request in writing to their respective Directors within ten (10) working days outlining the particulars of the appeal. Where an AWA request from a Manager has been denied, the same process outlined above applies with the exception that the request is forwarded to the Chief Administrative Officer.



RAPPORT N° CLERK2021-02

Date	24 mars 2021
Soumis par	Maryse St-Pierre
Objet	Politique de signature électronique
# du dossier	n/a

1) **NATURE / OBJECTIF :**

Le but de ce rapport est de présenter une politique de signature électronique devant être approuvée par le conseil.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

n/a

3) **RECOMMANDATION DU SERVICE:**

THAT the Committee of the Whole recommends that Council adopts Policy no. ADMIN2021-01 being the Electronic Signature Policy, as recommended.

QUE le comité plénier recommande que le conseil adopte la politique no. ADMIN2021-01, étant la politique de signature électronique, tel que recommandé.

4) **HISTORIQUE :**

Le début de la pandémie COVID-19 a demandé des mesures d'adaptation en matière de signature de documents, afin de respecter les règles de distanciation sociale. Afin d'être en mesure de continuer le cours normal des opérations du conseil et des autres départements, la greffe a procédé en avril 2020 à une souscription auprès de Notarius, logiciel de signature électronique.

5) **DISCUSSION :**

Les méthodes de signature électronique sont déjà en cours d'utilisation depuis mai 2020, notamment pour la signature des règlements, résolutions et procès-verbaux. Cependant, il demeure toujours que certains établissements (institutions financières) refusent d'accepter la documentation signée électroniquement faute de politique adoptée à cet effet. Afin de régler cette problématique, la greffe désire établir une politique de signature électronique claire, afin de confirmer l'usage des méthodes de signatures électroniques utilisées présentement.

La politique permettra de guider la municipalité sur les principes, normes et lignes directrices en matière de signature électronique.

6) **CONSULTATION :**

n/a

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

n/a

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

L'adoption de la présente politique n'engage aucun frais en particulier. Cependant, des frais pour le logiciel de gestion des signatures électroniques pourraient être requis.

9) **IMPLICATIONS LÉGALES :**

La signature électronique autorisée par le biais de ladite politique à la même valeur légale qu'une signature ordinaire. L'adoption d'une politique de signature électronique permet de confirmer l'authenticité du signataire lors d'une telle signature.

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

n/a

11) **IMPLICATIONS STRATÉGIQUES :**

n/a

12) **DOCUMENTS D'APPUI:**

Politique ADMIN2021-01

CORPORATION de la Cité de / of the City of Clarence-Rockland		Politique <i>Policy No.:</i>	ADMIN2021-01
		Sujet <i>Subject:</i>	Signatures électroniques Electronic Signatures
		Categorie <i>Category:</i>	
Date:	12 février 2021 February 12, 2021	Résolution <i>Resolution No:</i>	
Auteur <i>Author:</i>	Maryse St-Pierre	Règlement <i>By-law No:</i>	

1.0 Énoncé de politique

La Corporation de la Cité de Clarence-Rockland s'engage à adopter une approche cohérente et appropriée à l'égard de l'utilisation des signatures électroniques dans le but d'assurer la fiabilité des documents, d'accélérer les processus de flux de travail, de réduire les exigences en matière de tenue de dossiers et d'améliorer le service à la clientèle.

1.0 Policy Statement

The Corporation of the City of Clarence-Rockland is committed to adopt a consistent and appropriate approach to the use of electronic signatures with the aim of ensuring document reliability, expediting workflow processes, reducing recordkeeping requirements, and improving customer service.

2.0 But/Objectif

L'objet de cette politique est d'assurer une utilisation cohérente, permise et légale des signatures électroniques en :

- a.** identifiant les exigences pour la réception et la création de documents électroniques juridiquement fiables ;
- b.** identifiant les exigences pour l'utilisation des signatures électroniques ; et
- c.** fournissant des directives précisant quand les signatures électroniques sont considérées comme étant officielles et acceptables par la Corporation.

2.0 Purpose/Objective

The purpose of this Policy is to ensure consistent, authorized, and lawful use of electronic signatures by:

- a.** identifying the requirements for the receipt and creation of legally reliable electronic documents;
- b.** identifying the requirements for the use of electronic signatures; and
- c.** providing guidance on when electronic signatures are considered official and acceptable by the Corporation.

3.0 Définitions

« Corporation » signifie la Corporation de la Cité de Clarence-Rockland.

3.0 Definitions

"Corporation" means the Corporation of the City of Clarence-Rockland.

« document » signifie des renseignements, sans égard à leur mode de transcription ou de conservation, indépendamment du support ou de la forme, par voie électronique ou autre, y compris, mais sans s'y limiter, des documents, des états financiers, des procès-verbaux, des comptes, des courriels, de la correspondance, des notes de service, des plans, des cartes, des dessins, des photographies, des bases de données et des films. « document électronique » signifie des renseignements qui sont créés, générés, envoyés, communiqués, reçus ou conservés sous forme électronique. « électronique » signifie créé, enregistré, transmis ou conservé sous forme numérique ou sous d'autres formes non tangibles par des moyens électroniques, magnétiques ou optiques ou par d'autres moyens capables de créer, d'enregistrer, de transmettre ou de conserver de manière semblable à ceux-ci. Le terme « électroniquement » a un sens correspondant. « fiabilité d'un document » signifie la mesure en vertu de laquelle le lecteur peut être objectivement certain de l'identité des signataires ainsi que de l'intégrité et de l'authenticité du document. « signature » signifie une marque traçable, exclusivement personnelle, laissée par une personne sur un document. « signature électronique » signifie des artefacts électroniques remplissant la fonction d'une signature sous forme électronique. Les signatures électroniques peuvent inclure, mais sans s'y limiter, des signatures numériques, des blocs-signatures ou des en-têtes de courriels, des contrats au clic (<i>click-</i>	“digital signature” means a form of electronic signature that is fully or partially reinforced through cryptography to ensure the identity of the signer as well as the integrity and authenticity of a record. “document reliability” means the extent to which the reader can be objectively certain of the identity of signers and of the integrity and authenticity of the document. “electronic” means created, recorded, transmitted, or stored in digital form or in other intangible forms by electronic, magnetic, or optical means, or by any other means that have capabilities for creation, recording, transmission, or storage similar to those means, and “electronically” has a corresponding meaning. “electronic record” means a record of information that is created, generated, sent, communicated, received, or stored electronically. Electronic records include electronic documents. “electronic signature” means any electronic artefact that fulfils the function of a signature in the electronic medium. Electronic signatures may include, but are not limited to, digital signatures, email signature blocks or headers, click-through agreements and combinations of a username and personal identification number (PIN). “electronic submission” means an electronic document submitted through electronic means including, but not limited to, emails, web forms, facsimiles, external devices (e.g. compact discs, hard disks, USB flash drives). “record” means information, however recorded or stored, irrespective of the medium or form, by electronic means or
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<i>through agreements</i>) et des combinaisons de nom d'utilisateur et de numéro d'identification personnel (NIP). « signature numérique » signifie une forme de signature électronique renforcée partiellement ou entièrement grâce à la cryptographie pour s'assurer de l'identité du signataire ainsi que de l'intégrité et de l'authenticité d'un document. « transaction » signifie une action ou un ensemble d'actions entre deux (2) personnes ou plus relativement à des activités d'affaires, commerciales ou gouvernementales. « transmission électronique » signifie un document électronique soumis par des moyens électroniques, y compris, mais sans s'y limiter, des courriels, des formulaires Web, des télécopies, des dispositifs externes (ex. des disques compacts, des disques durs, des clés USB).	otherwise, that includes, but is not limited to, documents, financial statements, minutes, accounts, emails, correspondence, memoranda, plans, maps, drawings, photographs, databases, and films. “signature” means a traceable, exclusively personal mark left by a person on a record. “transaction” means an action or set of actions occurring between two (2) or more persons relating to the conduct of business, commercial, or governmental affairs.
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4.0 Portée

4.0 Scope

La présente politique s'applique à tous les départements et à tous les membres du Conseil de la Corporation.	This Policy applies to all departments and Members of Council of the Corporation.
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5.0 Procédures et ligne directrices

5.0 Policy Procedure/Guidelines

5.1. Utilisation des signatures électroniques 5.1.1. Dans les limites permises par la loi, la Corporation accepte les documents signés électroniquement comme étant juridiquement contraignants et ayant la même valeur juridique que les documents papier portant des signatures manuscrites. À cette fin, une signature numérique respecte l'exigence légale exigeant qu'un document doit être signé. Lorsqu'il n'y a pas d'exigence légale de	5.1. Use of Electronic Signatures 5.1.1 To the fullest extent permitted by law, the Corporation accepts electronically signed documents as legally binding and having the same legal value as paper documents with handwritten signatures (wet signatures). To that end, a legal requirement that a document be signed is satisfied by a digital signature. When there is no legal requirement that a document be signed, an electronic
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signer un document, une signature électronique peut être acceptée à la place d'une signature numérique. 5.1.2. La présente politique ne limite pas le droit ou l'option de la Corporation d'effectuer une transaction sous forme papier ou non électronique, ni n'affecte le droit ou l'obligation de la Corporation de fournir ou de rendre disponible des documents sous forme papier lorsque la législation ou la réglementation l'exige. 5.2. Documents et transactions internes 5.2.1. Sous réserve des dispositions restrictives de la présente politique, tous les documents internes de la Corporation y compris, sans toutefois s'y limiter, les documents officiels, les demandes, les approbations, les communications écrites, les soumissions électroniques et les transactions doivent être créés, autorisés, approuvés ou signés au moyen de documents et de signatures électroniques. 5.3. Documents et transactions externes 5.3.1. Tous les employés de la Corporation doivent accepter la transmission électronique de documents ou de transactions portant une signature électronique si elle est jugée conforme à la présente politique. 5.4. Consentement général 5.4.1. Personne ne doit être contraint ou obligé de faire des transactions avec la Corporation en utilisant	signature may be accepted instead of a digital signature. 5.1.2 This Policy does not limit the Corporation's right or option to conduct a transaction on paper or in a non-electronic form, nor affect the Corporation's right or obligation to have documents provided or made available in paper format when required by statute or regulation. 5.2. Internal Documents and Transactions 5.2.1 Subject to the restrictive provisions in this Policy, all internal documents of the Corporation including, but not limited to, official documents, requests, approvals, written communications, electronic submissions, and transactions shall be created, authorized, approved, or signed using electronic documents and signatures. 5.3. External Documents and Transactions 5.3.1 All employees of the Corporation shall accept the electronic submission of documents or transactions bearing an electronic signature if it is deemed to be in compliance with this Policy. 5.4. General Consent 5.4.1 No person shall be compelled or required to transact with the Corporation using electronic signatures without their consent. If
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des signatures électroniques sans leur consentement. Si une signature manuscrite est demandée, la Corporation doit y consentir. 5.4.2. Toutefois, selon le statut juridique de la partie à la transaction, le consentement requis pour autoriser l'utilisation de signatures électroniques peut être tacite ou explicite. 5.5. Consentement des organismes publics 5.5.1. Le consentement des organismes publics à l'utilisation de signatures électroniques doit être explicite, ce qui signifie que le consentement ne doit être donné que par une communication écrite explicite indiquant le consentement de l'organisme public à utiliser des signatures électroniques pour la matière ou pour le but en question. La communication écrite explicite doit être conservée avec les documents signés électroniquement comme preuve du consentement. 5.6. Consentement des organismes privés ou d'autres personnes 5.6.1. Le consentement des organismes privés ou d'autres personnes à l'utilisation de signatures électroniques peut être tacite, ce qui signifie que le consentement ne doit pas obligatoirement être exprimé de manière stricte au moyen d'une communication explicite. Le consentement peut plutôt être déduit des actes d'une personne s'il existe des motifs raisonnables de croire qu'il est véritable et qu'il est pertinent	a handwritten signature (wet signature) is requested, the Corporation shall consent. 5.4.2 Depending on the legal status of the transacting party, the consent required to allow the use of electronic signatures can be implicit or explicit. 5.5. Consent of Public Bodies 5.5.1 Public bodies' consent to the use of electronic signatures shall be explicit, which means the consent shall be given only by an explicit written communication stating the public body's consent to use electronic signatures for the matter or purpose in question. The explicit written communication shall be kept with the electronically signed documents as proof of consent. 5.6. Consent of Private Bodies or Other Persons 5.6.1. The consent of private bodies or other persons to the use of electronic signatures can be implied, which means that the consent does not have to be strictly expressed through an explicit communication. Rather, the consent can also be inferred from a person's conduct if there are reasonable grounds to believe that the consent is genuine and is relevant to the information or document.
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compte tenu des renseignements ou des documents.

5.7. Signataires autorisés

5.7.1. L'utilisation de signatures électroniques doit être conforme au règlement de la Corporation désignant des signataires autorisés et régissant l'exécution des documents au nom de la Corporation.

5.8. Exigences relatives à la fiabilité

5.8.1. Les transmissions électroniques ou les transactions portant des signatures électroniques doivent être fiables. L'exigence relative à la fiabilité n'est respectée que si, eu égard aux circonstances, y compris toute entente pertinente, l'objet pour lequel le document est créé et le moment où la signature électronique est apposée :

- a. la signature électronique permet d'identifier la personne de façon fiable et d'assurer l'intégrité et l'authenticité du document ; et
- b. l'association entre la signature électronique et le document électronique pertinent est fiable.

5.8.2. Une signature électronique doit également être imputable (ou rattachable) à une personne qui a l'intention et le pouvoir de signer le document en utilisant les mesures de sécurité et d'authentification adéquates contenues dans la méthode de saisie de la transmission électronique ou de la transaction (p. ex. l'utilisation d'un numéro d'identification personnel

5.7. Signing Officers

5.7.1. The use of electronic signatures shall comply with the Corporation's By-law appointing Signing Officers and governing the execution of documents on behalf of the Corporation.

5.8. Reliability Requirements

5.8.1. Electronic submissions or transactions bearing electronic signatures shall be reliable. The reliability requirement is satisfied only if, in light of all the circumstances, including any relevant agreements, the purpose for which the document is created and the time the electronic signature is made:

- a. the electronic signature is reliable for the purpose of identifying the person as well as ensuring the integrity and authenticity of the document; and
- b. the association of the electronic signature with the relevant electronic document is reliable.

5.8.2. An electronic signature shall also be attributable (or traceable) to a person who has the intent and authority to sign the record with the use of adequate security and authentication measures that are contained in the method of capturing the electronic submission or transaction (e.g. use of a personal identification number (PIN) or unique login username and password).

(NIP) ou d'un nom d'utilisateur et d'un mot de passe unique). 5.8.3. Aucune personne ne doit se présenter d'une manière fausse ou trompeuse lors de l'émission d'une transmission électronique ou d'une transaction portant une signature électronique. Lorsqu'un employé croit qu'une fausse représentation s'est produite, la transmission électronique ou la transaction ne doit pas être traitée et le chef de département ainsi que le service des Systèmes informatiques doivent en être avisés. 5.8.4. La Corporation doit adopter des procédures de sécurité pour les signatures électroniques qui sont pratiques, sûres et qui établissent un équilibre entre le risque et le coût. De plus, les signatures électroniques doivent être mises en œuvre au cas par cas en utilisant diverses procédures de sécurité en fonction des risques associés à la transmission électronique ou à la transaction. 5.8.5. Toutes les procédures de sécurité doivent être déterminées et approuvées par le service des Systèmes informatiques. 5.9. Conservation des documents 5.9.1. Les documents électroniques doivent être créés, gérés et conservés conformément au règlement et la politique sur la conservation des documents de la Corporation. 5.9.2. Un document signé électroniquement constitue la copie originale dudit document et doit être conservé, accessible et reproductible de manière	5.8.3. No persons, through the transmission of an electronic submission or transaction bearing an electronic signature, shall represent themselves in a way that is false or misleading. Where an employee believes that a misrepresentation has occurred, the electronic submission or transaction shall not be processed, and the Department Head and the Information Technology Service shall be notified. 5.8.4. The Corporation shall adopt security procedures for electronic signatures that are practical, secure, and balance risk and cost. Furthermore, electronic signatures shall be implemented on a case-by-case basis using various security procedures depending on the risks associated with the electronic submission or transaction. 5.8.5. All security procedures shall be determined and approved by the Information Technology Service. 5.9. Record Retention 5.9.1. Electronic records shall be created, managed, and retained in accordance with the Corporation's Record Retention By-law and Policy. 5.9.2. An electronically signed record constitutes the original copy of the said record and shall be maintained, accessible, and reproducible in an accurate
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exacte, même s'il existe des impressions papier du même document. 5.9.3. Le format exact de tous les types de documents doit être déterminé et approuvé par le service des Systèmes informatiques conformément au règlement et à la politique sur la conservation des documents de la Corporation. 5.10. Dérogation 5.10.1. Une dérogation à la présente politique doit être préparée par le chef de département et approuvée par le directeur général.	format, even if there are paper printouts of the same record. 5.9.3. The accurate format for all types of records shall be determined and approved by the Information Technology Service in accordance with the Corporation's Record Retention By-law and Policy. 5.10. Derogation 5.10.2. A derogation from this Policy shall be prepared by the Department Head and approved by the Chief Administrative Officer.
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6.0. Responsabilités

6.0. Responsibilities

6.1. Responsabilités des employés 6.1.1. Tous les employés doivent : - se conformer à la présente politique ; et - aviser le chef de département s'il estime qu'un employé utilise les signatures électroniques de manière frauduleuse ou contraire aux procédures de sécurité en vigueur. 6.2. Responsabilités des chefs de département et des superviseurs 6.2.1. Les chefs de département ou les superviseurs doivent : - travailler et collaborer avec le service des Systèmes informatiques pour implanter les signatures électroniques au sein de son département et déterminer les procédures de sécurité ;	6.1. Responsibilities of Employees 6.1.1. All employees shall: - comply with this Policy; and - notify the Department Head if he or she deems that an employee is using electronic signatures in a manner that is fraudulent or contrary to the security procedures in place. 6.2. Responsibilities of Department Heads and Supervisors 6.2.1. Department Heads or Supervisors shall: - work and collaborate with the Information Technology Service to implement electronic signatures within their department and determine security procedures;
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b. s'assurer que les employés sous sa supervision se conforment à la présente politique ; et c. aviser le service des Systèmes informatiques s'il estime qu'un employé utilise les signatures électroniques de manière frauduleuse ou contraire aux procédures de sécurité en vigueur. 6.3. Responsabilités du greffier et du service des Systèmes informatiques 6.3.1. Le greffier et le services des Systèmes informatiques doivent : a. implanter, administrer et mettre à jour la présente politique ; et b. surveiller et rendre compte de la mise en œuvre de cette politique.	b. ensure that employees under their supervision comply with this Policy; and c. notify the Information Technology Service if they deem that an employee is using electronic signatures in a manner that is fraudulent or contrary to the security procedures in place. 6.3. Responsibilities of the Clerk and Information Technology Service 6.3.1. The Clerk and Information Technology Service shall: a. implement, administer, and update this Policy; and b. monitor and report on the implementation of this Policy.
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7. Autorité législative

7.0. Legislative Authority

L'article 11 de la <i>Loi de 2000 sur le commerce électronique</i> autorise l'utilisation de signatures électroniques, sous réserve des exigences prescrites	Section 11 of the <i>Electronic Commerce Act, 2000</i> , allows the use of electronic signatures, subject to prescribed requirements.
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Review and Amendments

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



REPORT N° PRO2019-033

Date	24/02/2021
Submitted by	Pierre Voisine
Subject	Policy in regards to municipal employees appointed as Volunteer Firefighters
File N°	PRO2019-033

1) **NATURE/GOAL :**

To seek approval of changes to the subject Policy.

2) **DIRECTIVE/PREVIOUS POLICY :**

2018-211 Policy in regards to municipal employees appointed as Volunteer Firefighters

3) **DEPARTMENT'S RECOMMENDATION :**

THAT the Committee of the Whole recommends that Council approve the proposed policy no. HR2021-001 in regards to Municipal Employees appointed as Volunteer Firefighters, in replacement of the policy adopted under resolution no. 2018-211.

QUE le Comité plénier recommande au conseil d'approuver la politique no. HR2021-001 au sujet des employés municipaux nommés à titre de pompiers volontaires tel que présenté, en remplacement de la politique actuelle qui avait été adoptée par la résolution 2018-11.

4) **BACKGROUND :**

In 2018, Council approved a policy which outlined the conditions in which City employees who are also Volunteer Firefighters should respond to incidents during their normal work day. The policy, as in force today requires some minor administrative adjustments.

5) **DISCUSSION :**

Some minor administrative and technical changes are recommended to the policy. These changes include minor language adjustments which have been made to clarify the requirements, the elimination of parts of section 5.4 which now simply reflects adherence to the Collective Agreement, and the inclusion of a section under 5.1 to direct the incident Commander to clear employees to return to work as quickly as possible. The intent to clear employees is to return them to their normal duties in order to limit the impact of these emergencies on other departments.

6) **CONSULTATION:**

None required.

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

None required.

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

No financial impact expected.

9) **LEGAL IMPLICATIONS :**

None required.

10) **RISK MANAGEMENT :**

None expected.

11) **STRATEGIC IMPLICATIONS :**

None.

12) **SUPPORTING DOCUMENTS:**

- Current policy as adopted under resolution no. 2018-211
- New proposed policy No. HR2021-xx, which outlines proposed changes (highlighted in yellow)

CORPORATION de la Cité de / of the City of Clarence-Rockland		Politique <i>Policy No.:</i>	HR2021-001
		Sujet <i>Subject:</i>	Employés municipaux nommé à titre de Pompiers volontaires Municipal employees appointed as volunteer firefighters
		Catégorie <i>Category:</i>	Ressources Humaines Human Resources
Date:	2021-03-24	Résolution <i>Resolution</i>	2021-xx
Auteur <i>Author</i>	Pierre Voisine	Règlement <i>By-law</i>	

1.0 Énoncé

La Cité de Clarence-Rockland s'engage à assurer une intervention rapide et efficace des pompiers au sein de la municipalité.

1.0 Policy Statement

The City of Clarence-Rockland is committed to ensuring prompt and effective Fire Department responses within the municipality.

2.0 But/Objectif

Le but de cette politique est :

1. Pour permettre aux employés municipaux qui sont également des pompiers volontaires de répondre aux appels d'urgences du service d'incendie.
2. Pour assurer que toute la municipalité est desservie d'une façon rapide et efficace.
3. Pour établir un cadre de responsabilité définissant les rôles et les responsabilités du personnel.
4. Pour définir qu'un employé municipal qui est également un pompier volontaire doit être libéré immédiatement ou dès que possible pour répondre à une situation d'urgence; sujet à la condition qu'en quittant son emploi régulier, ne mette pas en danger un autre employé ou membre du public (c.-à-d. qui consiste à traiter des questions

2.0 Purpose/Objective

The purpose of this policy is:

1. To allow municipal employees who are also volunteer firefighters to respond to emergency incidents.
2. To ensure that prompt and effective emergency response is provided throughout the municipality.
3. To establish an accountability framework defining the roles and responsibilities of staff.
4. To clarify that a municipal employee who is also a volunteer firefighter should be released immediately or as soon as possible, to respond to an emergency, providing that by leaving their regular job, they are not endangering another employee or member of the public (i.e. their other task is addressing items of public safety, such as snow

de sécurité publique, telles que le déneigement, etc.).	plowing, etc.).
5. Pour offrir des directives plus précises aux employés municipaux, les directeurs et superviseurs quant au moment où un employé doit être libéré et quelles sont les exceptions.	5. To offer direction to municipal employees, directors and supervisors as to when an employee needs to be released and what are the exceptions.

3.0 Définitions

« Urgences » signifient une situation qui pose un danger immédiat à la vie, la propriété ou l'environnement. La plupart des urgences nécessitent une intervention immédiate pour éliminer et/ou empêcher la dégradation de la situation.	"Emergency" means a situation that poses an immediate risk to life, property or environment. Most emergencies require urgent intervention to eliminate and/or prevent worsening of the situation.
« Employé municipal » réfère spécifiquement aux employés qui travaillent dans divers départements municipaux et qui sont également pompiers volontaires du Service des incendies de Clarence-Rockland.	"Municipal employee" refers specifically to employees working within various municipal departments who are also volunteer firefighters with the Clarence-Rockland Fire Department.

3.0 Definitions

4.0 Champ d'application

Cette politique s'applique à tous les membres de l'organisation de la Cité qui pourraient être impliqués dans l'intervention lors d'un incident d'urgence lié au service d'incendie.	This policy applies to all members of the City's organization that may be involved in responding to assist in fire department related emergency incidents.
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4.0 Scope

5.0 Procédures/ Directives

5.1 RESPONSABILITÉ : Afin d'assurer une approche collaborative pour fournir un service d'urgence efficace, cette politique est établie par la présente. Le Directeur(trice) général(e), les Directeurs(trices) et les Gérant(e)s doivent : s'assurer que tous leurs employés sont disponibles pour répondre aux appels d'urgences liés au service d'incendie, au besoin, à condition qu'une telle	5.1 ACCOUNTABILITY: In order to ensure that there is a collaborative approach to providing effective emergency service, this policy is hereby established. The Chief Administrative Officer, Directors and Managers shall: ensure that their staff are directed to respond to fire department emergency incidents, when required, provided such a response will not endanger another employee or the public, or
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5.0 Procedure/Guidelines

intervention ne mette pas en danger un autre employé ou le public, ou ne laisse pas de bâtiment municipal ouvert au public et sans personnel.

Le Personnel sera responsable :

- Assister le service d'incendie aux appels d'urgences liés au service d'incendie.
- Assurer qu'en quittant son emploi habituel pour répondre à une urgence, celui-ci ne met pas en danger un autre employé municipal (ou ne le laisse pas seul quelque part sans communication ou moyen de transport).
- Aviser son superviseur que celui-ci quitte son poste régulier pour assister à un appel d'urgence lié au service d'incendie.
- Retourner à son travail habituel dès que possible après la fin de la situation d'urgence et aviser son superviseur de son retour à son emploi habituel.

Le Commandant de l'incident doit :

- S'assurer de dégager les employés qui travaillent pour d'autres services de la Cité dès que possible, afin de permettre aux employés de retourner à leurs travaux réguliers.

5.2 COLLABORATION AVEC D'AUTRES SERVICES MUNICIPAUX

L'expérience précédente démontre que l'assistance des autres services

leave a municipal building open to the public and unstaffed.

Staff shall:

- assist the fire department with emergency related incidents, as required/directed;
- Ensure that by leaving their regular employment to respond to an emergency, they would not endanger another municipal employee (or leave them alone somewhere without communication or means of transportation).
- Advise his/her supervisor that they are leaving their regular post to assist on a fire department emergency incident.
- Return to their regular job as soon as possible upon completion of the emergency, and advise his/her supervisor of their return to their regular job.

The Incident Commander shall:

- Endeavour to clear the employees employed by City departments as soon as possible, in order to allow their return to their regular duties as soon as possible.

5.2 COLLABORATION WITH OTHER MUNICIPAL DEPARTMENTS

Past experience has demonstrated that assistance from other municipal

municipaux tels que le Service à la Règlementation et les Services Physiques prouve être bénéfique. Prestation de ces services libère le pompier essentiel qui peut aider à son tour sur la scène d'urgence. Ce partenariat, maintenant une partie intégrante des services de pompiers continuerait, permettant ainsi les Services de la règlementation et/ou de Travaux publics pour assister les pompiers quand demandé, si possible en offrant le service suivant:

- contrôle de la foule;
- services de contrôle de la circulation; et/ ou
- toute autre tâche prescrite par le commandant des opérations sur le lieu de l'incident (en reconnaissant les connaissances, les compétences et les capacités du personnel à qui l'on demande d'aider)

5.3 EXCEPTIONS

Un employé municipal ne doit PAS répondre à une urgence lorsque :

1. L'employé municipal est responsable d'un bâtiment public (c.-à-d. Aréna, salle communautaire, etc.) pendant les heures d'ouverture au public et, en répondant, aucun autre employé ne pourrait assumer de telles responsabilités.
2. Les tâches de l'employé municipal sont jugées essentielles et urgentes pour la sécurité du public (c.-à-d. réparation d'aqueduc, déneigement et enlèvement de la glace, etc.); ou
3. L'employé municipal laisserait un autre employé seul sans moyen de transport.

departments such as Enforcement Officers and/or Public Works has proven to be beneficial. Providing these services assists fire department personnel. Enforcement Officers and/or Public Works may be called upon to assist the fire department to provide the following assistance:

- crowd control;
- traffic control services; and/or
- such other tasks as directed by the Incident Commander (recognizing the knowledge, skills, and abilities of the staff being asked to assist)

5.3 EXCEPTIONS

A municipal employee shall NOT respond to an emergency when:

1. The municipal employee is responsible for a public building (i.e.: arena, community hall, etc.) during hours of operation to the public, and by responding no other employee would be able to take over such responsibilities;
2. The municipal employee's tasks are deemed essential and urgent to public safety (i.e.: water main repair, snow and ice removal, etc.); or
3. The municipal employee would leave another employee alone without means of transportation.

5.4 Entente Collective

Les employés de la Cité de Clarence-Rockland qui répondent en tant que pompiers volontaires doivent le faire conformément à la convention collective, telle que modifiée de temps à autre.

5.4 Collective Agreement

The City of Clarence-Rockland employees who respond as Volunteer Firefighters shall do so in accordance with the Collective Agreement, as amended from time to time.

CORPORATION N de la Cité de / of the City of Clarence- Rockland		Politique <i>Policy No.:</i>	
		Sujet <i>Subject:</i>	Directives pour les employés municipaux qui sont aussi des pompiers volontaires pour les appels d'urgences du service d'incendie Guidelines for Municipal employees who are also volunteer firefighters for fire department emergency responses
		Categorie <i>Category:</i>	Ressources Humaines Human Resources
Date:	2018	Résolution <i>Resolution</i>	2018-211
Auteur <i>Author</i>	Brian Wilson	Règlement <i>By-law No:</i>	

1.0 Énoncé

1.0 Policy Statement

La Cité de Clarence-Rockland s'engage à assurer une intervention rapide et efficace des pompiers au sein de la municipalité.	The City of Clarence-Rockland is committed to ensuring prompt and effective Fire Department responses within the municipality.
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2.0 But/Objectif

2.0 Purpose/Objective

Le but de cette politique est : 1. Pour permettre aux employés municipaux qui sont également des pompiers volontaires de répondre aux appels d'urgences du service d'incendie. 2. Pour assurer que toute la municipalité est desservie d'une façon rapide et efficace. 3. Pour établir un cadre de responsabilité définissant les rôles et les responsabilités du personnel. 4. Pour définir qu'un employé municipal qui est également un pompier volontaire doit être	The purpose of this policy is: 1. To allow municipal employees who are also volunteer firefighters to respond to emergency incidents. 2. To ensure that prompt and effective emergency response is provided throughout the municipality. 3. To establish an accountability framework defining the roles and responsibilities of staff. 4. To clarify that a municipal employee who is also a volunteer firefighter should be released immediately or as
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libéré immédiatement ou dès que possible pour répondre à une situation d'urgence; sujet à la condition qu'en quittant son emploi régulier, ne mette pas en danger un autre employé ou membre du public (c.-à-d. quiconsiste à traiter des questions de sécurité publique, telles que le déneigement, etc.). 5. Pour offrir des directives plus précises aux employés municipaux, les directeurs et superviseurs quant au moment où un employé doit être libéré et quelles sont les exceptions.	soon as possible, to respond to an emergency, subject to the condition that by leaving their regular job, they are not endangering another employee or member of the public (i.e. their other task is addressing items of public safety, such as snow plowing, etc.). 5. To offer direction to municipal employees, directors and supervisors as to when an employee needs to be released and what are the exceptions.
--	--

3.0 Définitions

3.0 Definitions

« <i>Urgences</i> » signifient une situation qui pose un danger immédiat à la vie, la propriété ou l'environnement. La plupart des urgences nécessitent une intervention immédiate pour éliminer et/ou empêcher la dégradation de la situation. « <i>Employé municipal</i> » réfère spécifiquement aux employés qui travaillent dans divers départements municipaux et qui sont également pompier volontaire du Service des incendies de Clarence-Rockland.	"<i>Emergency</i>" means a situation that poses an immediate risk to life, property or environment. Most emergencies require urgent intervention to eliminate and/or prevent worsening of the situation. "<i>Municipal employee</i>" refers specifically to employees working within various municipal departments who are also volunteer firefighters with the Clarence-Rockland Fire Department.
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4.0 Champ d'application

4.0 Scope

Cette politique s'applique à tous les membres de l'organisation de la Cité qui pourraient être impliqués dans l'intervention lors d'un incident d'urgence lié au service d'incendie.	This policy applies to all members of the City's organization that may be involved in responding to assist in fire department related emergency incidents.
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5.0 Procédures/ Directives**5.0 Procedure/Guidelines****5.1 RESPONSABILITÉ :**

Afin d'assurer une approche collaborative pour fournir un service d'urgence efficace, cette politique est établie par la présente.

Le Directeur/Directrice général(e), les Directeurs/Directrices et les Gérant(e)s seront responsables :

- d'assurer que tous leurs employés sont disponibles pour répondre aux appels d'urgences liés au service d'incendie, au besoin, à condition qu'une telle intervention ne mette pas en danger un autre employé ou le public, ou ne laisse pas de bâtiment municipal ouvert au public et sans personnel.

Le Personnel sera responsable :

- Assister le service d'incendie aux appels d'urgences liés au service d'incendie.
- Assurer qu'en quittant leur emploi habituel pour répondre à une urgence, ils ne mettraient pas en danger un autre employé municipal (ou ne le laisseraient pas seul quelque part sans communication ou moyen de transport).
- Aviser son superviseur qu'il quitte son poste régulier pour assister à un appel d'urgence lié au service d'incendie.
- Retournez à leur travail habituel dès que possible après la fin de la situation d'urgence

5.1 ACCOUNTABILITY:

In order to ensure that there is a collaborative approach to providing effective emergency service, this policy is hereby established.

The Chief Administrative Officer, Directors and Managers shall:

- ensure that their staff are directed to respond to fire department emergency incidents, when required, provided such a response will not endanger another employee or the public, or leave a municipal building open to the public and unstaffed.

Staff shall:

- assist the fire department with emergency related incidents, as required/directed;
- Ensure that by leaving their regular employment to respond to an emergency, they would not endanger another municipal employee (or leave them alone somewhere without communication or means of transportation).
- Advise his/her supervisor that they are leaving their regular post to assist on a fire department emergency incident.
- Return to their regular job as soon as possible upon completion of the emergency, and advise his/her supervisor

et avisez son superviseur de leur retour à son emploi habituel.

5.2 COLLABORATION AVEC D'AUTRES SERVICES MUNICIPAUX

L'expérience précédente démontre que l'assistance des autres services municipaux tels que le Service à la Réglementation et les Services Physiques prouve être bénéfique. Prestation de ces services libère le pompier essentiel qui peut aider à son tour sur la scène d'urgence. Ce partenariat, maintenant une partie intégrante des services de pompiers continuerait, permettant ainsi les Services de la réglementation et/ou de Travaux publics pour assister les pompiers quand demandé, si possible en offrant le service suivant:

- contrôle de la foule;
- services de contrôle de la circulation; et/ ou
- ou toute autre tâche prescrite par le commandant des opérations sur le lieu de l'incident (en reconnaissant les connaissances, les compétences et les capacités du personnel à qui l'on demande d'aider)

5.3 EXCEPTIONS

Un employé municipal ne doit PAS répondre à une urgence lorsque :

1. L'employé municipal est responsable d'un bâtiment public (c.-à-d. Aréna, salle communautaire, etc.) pendant les heures d'ouverture au public et, en répondant, aucun autre employé ne pourrait

of their return to their regular job.

5.2 COLLABORATION WITH OTHER MUNICIPAL DEPARTMENTS

Past experience has demonstrated that assistance from other municipal departments such as Enforcement Officers and/or Public Works has proven to be beneficial. Providing these services assists fire department personnel. Enforcement Officers and/or Public Works may be called upon to assist the fire department to provide the following assistance:

- crowd control;
- traffic control services; and/or
- such other tasks as directed by the Incident Commander (recognizing the knowledge, skills, and abilities of the staff being asked to assist)

5.3 EXCEPTIONS

A municipal employee shall NOT respond to an emergency when:

1. The municipal employee is responsible for a public building (i.e.: arena, community hall, etc.) during hours of operation to the

assumer de telles responsabilités.

2. Les tâches de l'employé municipal sont jugées essentielles et urgentes pour la sécurité du public (c.-à-d. réparation d'aqueduc, déneigement et enlèvement de la glace, etc.); ou
3. L'employé municipal laisserait un autre employé seul sans moyen de transport.

5.4 CONSIDÉRATIONS RELATIVES AL LA PAIE

Les pompiers volontaires sont couverts par une convention collective conclue avec la Cité et ne sont PAS admissibles à une «double déduction» pour leur rémunération. Donc:

1. Un employé municipal qui quitte son poste habituel pour répondre à une urgence est considéré en congé sans solde (qui est automatiquement approuvé conformément à la présente politique) de son poste habituel pendant toute la durée de l'incident du service d'incendie.
2. L'employé municipal qui quitte son poste habituel pour répondre à une urgence doit être rémunéré conformément à la politique du service d'incendie pour avoir répondu à la situation d'urgence (conformément aux modalités de la convention collective).
3. Parce qu'un pompier volontaire est payé un minimum 2 heures pour répondre à un incident d'urgence, il ne constitue pas

public, and by responding no other employee would be able to take over such responsibilities;

2. The municipal employee's tasks are deemed essential and urgent to public safety (i.e.: water main repair, snow and ice removal, etc.); or
3. The municipal employee would leave another employee alone without means of transportation.

5.4 PAYROLL CONSIDERATIONS

Volunteer firefighters are covered under a collective agreement with the City, and are NOT eligible to "double dip" for pay. Therefore:

1. A municipal employee who leaves their regular post to respond to an emergency shall be considered to be on unpaid leave (which is automatically approved in accordance to this policy) from their regular position for the duration they are responding to an emergency with the Fire Department.
2. A municipal employee who leaves their regular post to respond to an emergency shall be paid in accordance with Fire Department policy for their time responding to, or at, the emergency (in accordance with the terms of the collective agreement).
3. Because a volunteer firefighter is paid a minimum of 2-hours

une «double déduction» en vertu de la présente politique, à condition que l'employé ne soit pas rémunéré par la Cité pour son emploi habituel pour répondre à une urgence.	for a response shall not constitute "double dipping" under this Policy, provided that the employee is not also being paid by the City for their regular job during the time they were called away to respond to an emergency.
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RAPPORT N° LOI2021-03-02

Date	24/03/2021
Soumis par	Jean-Luc Jubinville
Objet	Remboursement des frais de location pour les organismes sans but lucratif dû à la pandémie
# du dossier	.

1) **NATURE / OBJECTIF :**

Le but de ce rapport est d'obtenir l'autorisation du conseil afin de rembourser les frais de location des organismes sans but lucratif qui louent des locaux dans des édifices municipaux.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

L'ouverture des édifices municipaux dépendent de toutes les restrictions sanitaires imposées par le bureau de santé.

3) **RECOMMANDATION DU SERVICE:**

ATTENDU QUE des organismes sans but lucratif de la région louent annuellement des locaux dans certaines installations municipales ; et

ATTENDU QUE ces organismes n'ont pas utilisé leurs locaux depuis le début de la pandémie, soit avril 2020, dû aux restrictions sécuritaires imposées par le bureau de santé ; et

ATTENDU QUE les organismes n'ont pu organiser leurs activités annuelles de collecte de fonds dues à la pandémie affectant ainsi leurs situations financières ; et

ATTENDU QUE certains de ces organismes ont fait demande afin que les frais de location pour leurs locaux soient remboursés ; et

QU'IL SOIT RÉSOLU QUE le comité plénier recommande au conseil municipal d'autoriser que les frais de location mensuels des organismes sans but lucratif qui louent des locaux dans les édifices municipaux soient pleinement crédités à partir du mois d'avril 2020, jusqu'à ce que l'accès aux locaux leur soit accordé; tel que recommandé.

WHEREAS regional non-profit organizations rent space in certain municipal facilities annually; and

WHEREAS these organizations have not used their space since the start of the pandemic, being April 2020, due to the health unit imposed safety restrictions; and

WHEREAS the organizations were unable to organize their annual fundraising activities due to the pandemic thus affecting their financial situations; and

WHEREAS some of the organizations have requested that the rental costs of their rented space be reimbursed;

BE IT RESOLVED THAT the Committee of the Whole recommends that Municipal Council authorizes that non-profit organizations who rents space in municipal building have their monthly rental fees fully credited from April 2020 until access to the facilities is granted to them; as recommended.

4) **HISTORIQUE :**

L'ensemble des édifices municipaux ont été fermés à partir du 23 mars 2020 dû à la pandémie. Les organismes sans but lucratif qui louent un local annuellement dans nos édifices n'ont pu avoir accès à leurs locaux dus aux restrictions sanitaires. L'accès à leurs locaux ne leur a pas encore été autorisé à ce jour.

Les Services communautaires ont reçu quelques demandes de la part de ces organismes afin de procéder au remboursement.

5) **DISCUSSION :**

Les organismes sans but lucratif de la région ont été grandement touchés par la pandémie considérant que toutes leurs activités de levée de fond ont dû être annulées dû aux restrictions sanitaires. Ces organismes organisent habituellement plusieurs activités dans notre région afin de divertir la population. Leur importance est primordiale au sein de la communauté. Leur survie durant cette période difficile est donc essentielle. Pour cette raison, le Service recommande de procéder aux remboursements.

Il faut également considérer que les dépenses d'opération associées à ces locaux ont été relativement basses dû au fait que les locaux étaient peu utilisés.

6) **CONSULTATION :**

S.O.

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

S.O.

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

Voici une liste des groupes et des loyers associés pour lesquels un remboursement serait effectué. Les ententes de location sont sur une base annuelle. Toutefois, nous avons converti les frais annuels pour les des taux mensuels :

Nom du groupe	Frais annuels	Frais mensuels équivalents
Club Optimiste de St-Pascal	800\$	66.6 \$/mois
Club Optimiste de Rockland	800\$	66.6 \$/mois
Rockland United Soccer Club	2400\$	200 \$/mois
Club Optimiste de Hammond	500\$	41.66 \$/mois
Chevalier de Colomb de Hammond	500\$	41.66 \$/mois
TOTAL	5000 \$	416.66 \$/mois

La perte de revenu est évaluée à 5000\$/année ou bien un équivalent de 416.66\$ pour chaque mois de fermeture dû à la pandémie.

9) **IMPLICATIONS LÉGALES :**
S.O.

10) **GESTION DU RISQUE (RISK MANAGEMENT) :**
S.O.

11) **IMPLICATIONS STRATÉGIQUES :**

La section 2.6 et 2.7 du plan directeur fait mention de la livraison de service par les groupes communautaires. En résumé, les groupes communautaires et les partenariats établis par la Cité de Clarence-Rockland sont extrêmement importants.

12) **DOCUMENTS D'APPUI:**

- Lettre du RUSC
- Courriel du club Optimiste de Rockland



Rockland United Soccer Club Inc. (RUSC)
Club de soccer unifié de Rockland Inc. (CSUR)
 687 rue Laurier St., Rockland
 C.P. / P.O. Box 456, Rockland, Ontario K4K 1K5
 Telephone / téléphone: 613-446-2787
 Email / courriel : office@rusc-csur.com
www.rusc-csur.com

Jean-Luc Jubinville

Gérant des installations récréatives et municipales
 Municipal and Recreational Facility Manager
 Cité de/ City of Clarence-Rockland
 1560 rue Laurier St., Rockland, ON K4K 1P7

Dear Mr Jubinville,

We are writing to you today to reach out for advice in relation to invoices received from the City covering the building rent for 2020 (attached) and potential invoices for field rentals for 2020.

As you are aware, our soccer organization was severely impacted by COVID, and affected our ability to run programs and thus generate funds through sponsorship and membership fees. As a result, we would kindly ask you to consider the possibility of reducing/removing any invoices for the season 2020.

It is important to stress, that as a non-profit organization, all monies raised by RUSC do get placed back into the community through more programs, better equipment, and purchasing local meaning, any rebate given by the City, will in turn be re-invested back into the City.

Your support is not something we take lightly and is very much appreciated by everyone connected with the club.

Very Best Regards,

John Clements
 President - RUSC

On Thu., Oct. 22, 2020, 5:44 a.m. alexis maisonneuve <alexis@maizeinc.ca> wrote:

Salut Jean-luc,

J'espère tu va bien. Le club optimiste de st-pascal ce demande si le paiement pour la location de la salle de 800\$ sera réduit ou annuler pour 2020? Nous n'avons pas eu l'opportunité de l'utiliser et on trouve qu'on ne devrait pas payer le plein montant.

merci

--

Alexis Maisonneuve



REPORT N° EDC2021-01

Date	24/03/2021
Submitted by	Ali Riel, Economic Development Officer
Subject	Clarence-Rockland Chamber of Commerce Buy Local Campaign
File N°	

1) **NATURE/GOAL :**

The purpose of this report is to obtain approval for funding to partner with the Clarence-Rockland Chamber of Commerce in supporting local entrepreneurs and business owners in their economic recovery through a Buy Local promotional campaign.

2) **DIRECTIVE/PREVIOUS POLICY :**

N/A

3) **DEPARTMENT'S RECOMMENDATION :**

WHEREAS the City of Clarence-Rockland remains committed to supporting its local entrepreneurs; and

WHEREAS the Clarence-Rockland businesses continue to work hard and remain on their path to economic recovery further to the COVID-19 pandemic;

THAT the Committee of the Whole hereby recommends that Council agree to contribute \$4000 towards the Clarence-Rockland Chamber of Commerce Buy Local campaign.

ATTENDU QUE la Cité de Clarence-Rockland demeure déterminée à appuyer ses entreprises locales; et

ATTENDU QUE les entreprises de Clarence-Rockland continuent de travailler fort pour leur reprise économique en raison de la pandémie COVID-19;

QUE le comité plénier recommande au conseil d'accepter de contribuer \$ 4 000 envers la campagne Achetons Local de la Chambre de commerce de Clarence-Rockland.

4) **BACKGROUND :**

Having just hit the one-year mark since the COVID-19 pandemic began, there remains a long road ahead for economic recovery. The pandemic has taken a toll on local businesses. It is imperative that the City continues to support businesses on their path to economic recovery.

It is through a collaborative and community approach that the City of Clarence-Rockland will revive its economy.

5) **DISCUSSION :**

Encouraging the City of Clarence-Rockland community to support local businesses has been a focus for the City throughout the pandemic. The City of Clarence-Rockland has supported businesses in its community through the following projects:

- Development of the City of Clarence-Rockland online business directory (launched in June 2020)
- City of Clarence-Rockland #CRLocal campaign (launched in October 2020)
- Partnership with the United Counties of Prescott and Russell in providing funding for the Prescott-Russell eBusiness Grants program to help Clarence-Rockland businesses to improve their online business activities (launched in November 2020)

We must continue to provide support to the Clarence-Rockland business community while the pandemic continues. With that being said the City is being presented with the opportunity to build on our partnership with the Clarence-Rockland Chamber of Commerce and our encouragement for local businesses through supporting the Chamber of Commerce with their upcoming Buy Local campaign that will run from April – May, 2021.

The Clarence-Rockland Chamber of Commerce Buy Local campaign will have several key elements. A large focus will be on an extensive media campaign with advertisements in print, on social media and TV/Radio. The campaign will have posters and billboards created and displayed throughout the city to emphasize the importance of buying local. For this new Clarence-Rockland Chamber of Commerce Buy Local campaign elements from the City of Clarence-Rockland's 2020 Shop Local campaign will also be integrated such as the #CRLocal hashtag and the monthly \$100 gift card draws to support local businesses.

Funds contributed by the City of Clarence-Rockland to the Clarence-Rockland Chamber of Commerce Buy Local campaign will be directed towards the following advertising expenses of the campaign:

- TVC 22 - \$500
- Jewel 92.5 FM Clarence-Rockland - \$1088
- Newspaper Ads - \$1000
- Posters - \$ 125
- Road Signs - \$625
- \$100 Gift Card Draws – May – December 2021(gift card draws for residents to use to shop at/support local businesses).

6) **CONSULTATION:**
N/A

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

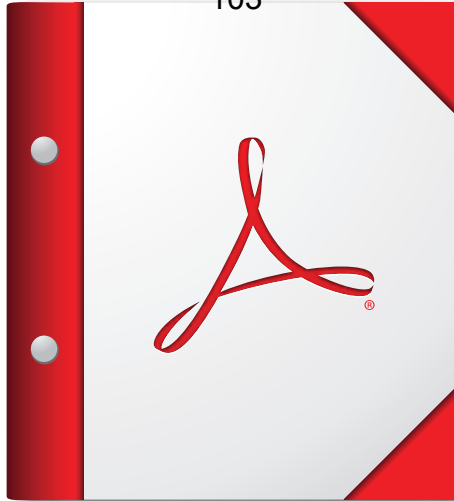
8) **FINANCIAL IMPACT (expenses/material/etc.):**
The \$4000 financial contribution for the Clarence-Rockland Chamber of Commerce Buy Local campaign would be withdrawn from the Economic Development – Opportunities Evaluation account.

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

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

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

12) **SUPPORTING DOCUMENTS:**
Attachment: Email from CCCR President requesting support for the Buy Local campaign (March 16, 2021)



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REPORT N° CLERK2021-03

Date	24/03/2021
Submitted by	Monique Ouellet
Subject	2022 Municipal Elections Voting method

1) **NATURE/GOAL :**

The purpose of this report is to provide members of Council with information in regards to the voting method options for the 2022 Municipal Election and provide a preliminary recommendation to better design the Request for Proposal document before engaging into the process.

2) **DIRECTIVE/PREVIOUS POLICY :**

n/a

3) **DEPARTMENT'S RECOMMENDATION :**

THAT the Committee of the Whole recommends that Council receives Report No. CLERK2021-03; and

THAT the Committee of the Whole recommends that Council confirm its desire to consider the approval of a by-law to for the use of an alternative voting method, being Internet Voting for the 2022 Municipal Elections, with the possibility of adding a supplementary option, being Telephone Voting or Vote by Mail on demand, subject to the results of the Request for Proposal Process.

QUE le Comité plénier recommande que le conseil reçoive le rapport no. CLERK2021-03; et

QUE le comité plénier recommande que le conseil confirme son désir de considérer l'adoption d'un règlement pour permettre l'utilisation d'une méthode de scrutin alternatif, soit le vote par internet pour les élections municipales 2022, avec la possibilité d'ajouter une option supplémentaire, soit le vote par téléphone ou le vote par courrier sur demande, sujet aux résultats du processus de demande de propositions.

4) **BACKGROUND :**

The Clarence-Rockland Municipal Elections have been successfully conducted with the use of internet and telephone voting since 2003.

5) **DISCUSSION :**

While the **Internet Voting method is being recommended** for the 2022 Clarence-Rockland Municipal Elections, there are two (2) other

options that may be worth considering to complement this voting method depending on the outcome of the Request for Proposal.

- a) **Telephone Voting** has been offered as an additional option in the previous elections. We have experienced some level of difficulties where the phone lines became unavailable for short periods of time, possibly due to an overwhelming number of calls incoming at the same time, creating serious problems as we approached the end of the voting period on voting day. While Telephone Voting is convenient for some electors, because of the complexity of the service delivery, not all Internet Voting Service providers offer this alternative method as an added option to internet voting. Therefore, at this time, the Clerk is studying if there could be some benefit in considering the elimination of the Telephone Voting Method altogether or in replacing it with another alternative method such as Vote-by-Mail on demand.
- b) **Vote-by-Mail on demand** could be considered as a complementary option to Internet Voting, subject to pricing and budget restraints, for those electors who are unable to vote by internet from their home and are unable to attend one of our help centres where internet voting is available to all electors. In this case, the elector would have to register in order to receive a Vote-by-Mail Ballot Kit, before a specific deadline.

Vote-by-Mail

Alternatively, Council could direct the Clerk to evaluate the cost of providing Vote-by-Mail with a manual count, or tabulator count.

Traditional Paper Ballots

Alternatively, Council could direct the Clerk to evaluate the cost of providing a traditional voting method, being paper ballots, with a manual count, or tabulator count.

In conclusion, unless Council directs otherwise, the Clerk's intent is to work in conjunction with the Clerks of the other municipalities within the Prescott and Russell geographic area to prepare a Request for Proposal document which will provide for separate pricing for Internet Voting, Telephone Voting and Vote-by-Mail on-demand Voting. In working together, we anticipate being able to get better pricing, however, each participating municipality will be executing its own contract with the selected service provider and select the voting method options as approved by their respective Council. Following the evaluation of the proposals received, a recommendation will be brought to Council for consideration.

Why is Internet Voting being recommended?

There are many benefits to utilizing Internet Voting technology, some

of them are as follow:

- It provides every elector with an option to vote from their own home, therefore in a situation such as a pandemic, electors can remain safe while casting their vote;
- It provides those citizens who are out of town (such as students, members of the Armed Forces, and others traveling out of town) the ability to vote from any location in the world;
- It enhances accessibility, and provide greater dignity and privacy for electors with disabilities as they can vote unassisted;
- It provides the ability to reach more electors by making the voting process more convenient and accessible for electors;
- It provides the potential to engage a wider range of the age demographic;
- It provides the ability to flag ballot marking errors before a vote is cast, thus reducing or eliminating ballot tabulation errors;
- It improves vote audit capabilities, vote ballot images can be reproduced without voter information and in a recount, remote voting will eliminate "subjectivity;"
- It provides the potential of an improved voter turnout.

What are the concerns associated with Internet Voting and how do we plan to address those concerns?

- Internet-based voting systems may be susceptible to attacks by viruses and hackers.
 - Although there has been no documented evidence of an occurrence, there may be a concern with the potential for internet-based voting systems to be susceptible to attacks by viruses and hackers. To strengthen voter and candidate confidence and to ensure that the voting system is secure, third party companies (for example, I.T. security firms) may be hired to conduct vulnerability assessments to test the security strength of the website, and an analysis on the voting website's security features
- Voter Identification
 - The Municipal Elections Act requires that electors show identification at the polls. In the case of Internet Voting, an online oath of qualifications stage is incorporated in the online voting processes. This online oath requires a voter to attest that they are a qualified voter and also to declare that they have not already voted in the current election. The voter can either choose to accept or reject the oath by clicking the buttons respectively labeled 'I have read and I accept' or 'No, I do not accept'. This is similar to the oath of qualifications that can be administered to a voter, present at a poll who has no identification.
- Voter Fraud
 - Another potential risk associated with Internet Voting is the possibility of fraud. Errors in the voters list may lead to voter

notification letters being misdirected and, mail can be stolen. To safeguard against this possible breach, the clerk will be considering the implementation of specific procedures, that may include, but not be limited to: online voter registration; two-step mail out process to the elector in order to provide them with their elector identifier and personal identification number; requirement for the elector to sign-in to the internet voter's module with their date of birth.

6) **CONSULTATION:**

n/a

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

n/a

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

A specific amount is transferred in the election reserve every year, in an effort to reduce the financial impact in an election year. Accordingly, a total of \$110,000 should be available in this reserve for the 2022 Municipal Elections.

9) **LEGAL IMPLICATIONS :**

The timeline for passing a by-law authorizing the use of voting and vote-counting equipment or alternative voting method for the 2022 Municipal Regular Election is May 1st, 2022.

10) **RISK MANAGEMENT :**

Details have been included in the 'Discussion' portion of the report.

11) **STRATEGIC IMPLICATIONS :**

Internet Voting enhances accessibility for all electors, including those with disabilities (i.e. mobility challenges, visual impairment, hearing impairment, etc.)

12) **SUPPORTING DOCUMENTS:**

n/a



RAPPORT N° FIN2021-11

Date	25/02/2021
Soumis par	Frédéric Desnoyers
Objet	État des transactions du fonds de réserve des redevances d'aménagement de l'année 2020
# du dossier	Cliquez ici pour entrer du texte.

1) **NATURE / OBJECTIF :**

Faire état des transactions du fonds de réserve des redevances d'aménagement de l'année 2020.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

La section 18 du règlement 2015-13 & 2019-85, étant un règlement pour imposer des frais de redevances d'aménagement, stipule que le (la) Trésorier (ère) de la municipalité doit remettre chaque année au Conseil de la municipalité, des états financiers sur les règlements de redevances d'aménagement et sur les fonds de réserve créés aux termes de l'article 33. 1997, chap. 27, par. 43 (1) de la Loi de 1997 sur les redevances d'aménagement.

3) **RECOMMANDATION DU SERVICE:**

ATTENDU QUE le Trésorier de la municipalité doit remettre chaque année au Conseil de la municipalité, des états financiers sur les règlements de redevances d'aménagement et sur les fonds de réserve créés aux termes de l'article 33. 1997, chap. 27, par. 43 (1) de la Loi de 1997 sur les redevances d'exploitation, par conséquent

QU'IL SOIT RÉSOLU que le conseil municipal de la Corporation de la Cité de Clarence-Rockland accepte l'état des fonds de réserve des redevances d'aménagement pour l'année 2020 tel que présenté dans le rapport FIN2021-11

WHEREAS the Treasurer of the municipality must submit annually to the Municipal Council, financial statements on development charge bylaw and on reserve funds established under section 33. 1997, C. 27, para. 43(a) of the Development Charges Act, therefore

BE IT RESOLVED that the Municipal Council of the City of Clarence-Rockland accept the statement of development charges reserve funds for the 2020 year-end as presented in report FIN2021-11

4) **HISTORIQUE :**

Les redevances d'aménagement ont été approuvées en 2019 et, en vertu de la Loi sur les municipalités, nous devons produire des rapports à la province annuellement.

5) **DISCUSSION :**

Vous trouverez ci-joint l'état consolidé des fonds de réserve des redevances d'aménagement (résidentiels et non résidentiels) pour l'année 2019 et un sommaire :

**Cité de Clarence-Rockland
État consolidé du trésorier
Redevances d'aménagement - 2020**

	<u>Amount</u>
BALANCE DEC 31 2019	<u>5,590,198</u>
<u>LEVIES COLLECTED</u>	
RESIDENTIAL - city wide charge	197,834
RESIDENTIAL - waterworks	582,187
RESIDENTIAL - fully serviced	4,434,238
NON - RESIDENTIAL - city wide charge	0
NON - RESIDENTIAL - waterworks	0
NON - RESIDENTIAL - fully serviced	<u>92,428</u>
TOTAL	5,306,687
INTEREST	72,430
Total levies collected and interest	<u>5,379,117</u>
<u>PROJECTS FINANCED</u>	
Total projects financed	2,003,474
BALANCE DEC 31, 2020	<u>8,965,841</u>

Le solde au 31 décembre 2020 était de 8 965 841 \$. Nous avons perçu 5 306 687 \$ de redevances d'aménagement durant l'année et le fonds a généré 72 430 \$ d'intérêts pour un total de 5 379 117 \$ de revenus. Les projets financés au cours de l'année totalisent 2 003 474\$. La balance des fonds de réserve des redevances d'aménagement totalise 8 965 841 \$ au 31 décembre 2020.

Selon le rapport FIN2017-023, une prévision de 175 nouvelles constructions résidentielles a été établie.

En 2020 il y a eu 322 unités résidentielles pour lesquelles des redevances d'aménagement ont été collectées, comparativement à 193 en 2019.

Il est à noter que malgré que le solde de la réserve semble élevé, plusieurs projets en cours utiliseront le solde des redevances d'aménagement. Par exemple, un montant de \$5 millions sera utilisé pour l'usine de traitement des eaux usées.

6) **CONSULTATION :**

N/A

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

N/A

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

Le solde du fonds de réserve au 31 décembre 2020 est de 8 965 841 \$.

9) **IMPLICATIONS LÉGALES :**

N/A

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

N/A

11) **IMPLICATIONS STRATÉGIQUES :**

N/A

12) **DOCUMENTS D'APPUI:**

Schedule A – Sommaire des projets en capitaux 2020 dans le fond de redevances d'aménagement.

Schedule B - Redevances d'aménagement sommaire – 2020

Schedule C - Redevances d'aménagement 2020 – Résidentielle

Schedule D - Redevances d'aménagement 2020 - Non- Résidentielle

					FINANCEMENT (COLONNE "A") / FUNDING (COLUMN "A")								
Année/ Year	Compte/ Account	TITLE / TITRE	Dépensé en 2020 / 2020 actual spent	Budget	Growth Dev. Charge	General Fund reserve Reserve -Fond général	Roads Routes	Planning Aménagement	Equipment Équipement	Federal Gas tax	Other Grants & Donations	Cash-In-Lieu	Unfinanced
2019	PL1901	Design St-Jean-Corbeil	43,647.00	400,000	39,282.30	4,364.70							0.00
2014	PL1401	Secondary Plan - Rockland	361.06	60,000	361.06								0.00
2018	PL1801	Urban Area Official Plan review (Rockland)	21,011.42	30,000	9,455.14			11,556.28					0.00
2017	PS1702	Rockland New Fire station	328,230.74	3,850,000	220,785.74								107,445.00
2017	PS1703	Bourget New Fire station	(1,174.54)	2,880,000	2,807.02								-3,981.56
2019	PS1903	Furniture - Bourget New Fire station	15,819.08	120,000	10,002.72								5,816.36
2015	SW1502	Waste Water Treatment plan upgrades	5,735,786.72	22,000,000	1,245,556.42						356,035.38		4,134,194.92
2019	VH1904	Addtion By-Law Vehicle	57,360.10	55,000	57,360.10								0.00
Total			6,201,041.58	29,395,000	1,585,610.50	4,364.70	0.00	11,556.28	0.00	0.00	356,035.38	0.00	4,243,474.72

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
CONSOLIDATED STATEMENT OF TREASURER
Schedule B - DEVELOPMENT CHARGES SUMMARY - 2020

	TOTAL	General Government	Fire protection	P.W. Building / Equipment	P.W. Roads	P.W. Sewers	P.W. Waterworks	Recreation	Library	By-Law	Engineering Studies	TOTAL
BALANCE DEC 31 2019	5,590,197.78	43,520.66	153,271.81	245,060.70	1,710,292.45	2,949,524.10	451,237.04	-86,257.94	59,912.15	-26,675.98	90,312.79	5,590,197.78
<u>LEVIES COLLECTED</u>												
Per By-Law 2015-13												
RESIDENTIAL - city wide charge	197,834.00	3,046.64	14,619.93	12,977.91	124,417.80	0.00	0.00	39,428.32	3,284.04	59.35	0.00	197,834.00
RESIDENTIAL - waterworks	582,187.00	7,568.43	36,153.81	32,078.50	307,744.05	0.00	92,858.83	97,574.54	8,092.40	116.44	0.00	582,187.00
RESIDENTIAL - fully serviced	4,434,238.16	46,559.50	223,485.60	198,210.45	1,900,071.05	839,401.28	573,346.99	602,169.54	50,106.89	886.85	0.00	4,434,238.15
NON - RESIDENTIAL - city wide charge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NON - RESIDENTIAL - waterworks	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NON - RESIDENTIAL - fully serviced	92,427.74	1,109.13	5,462.48	4,843.21	46,444.94	20,518.96	14,030.53	0.00	0.00	18.49	0.00	92,427.74
TOTAL	5,306,686.90	58,283.71	279,721.82	248,110.07	2,378,677.84	859,920.24	680,236.35	739,172.40	61,483.33	1,081.13	0.00	5,306,686.89
INTEREST	72,430.00	3,216.17	-13,511.92	18,011.60	-30,122.15	81,054.26	9,274.83	-1,051.15	730.10	-124.68	4,952.93	72,430.00
	5,379,116.90	61,499.88	266,209.90	266,121.68	2,348,555.69	940,974.50	689,511.18	738,121.25	62,213.43	956.44	4,952.93	5,379,116.89
<u>PROJECTS FINANCED</u>												
Design St-Jean-Corbeil	39,282.30	-	-	-	-	-	-	-	-	-	39,282.30	39,282.30
Secondary Plan - Rockland	361.06	-	-	-	-	-	-	-	-	-	361.06	361.06
Urban Area Official Plan review (Rockland)	9,455.14	-	-	-	-	-	-	-	-	-	9,455.14	9,455.14
Rockland New Fire station	220,785.74	-	220,785.74	-	-	-	-	-	-	-	-	220,785.74
Bourget New Fire station	2,807.02	-	2,807.02	-	-	-	-	-	-	-	-	2,807.02
Furniture - Bourget New Fire station	10,002.72	-	10,002.72	-	-	-	-	-	-	-	-	10,002.72
Waste Water Treatment plan upgrades	1,245,556.42	-	-	-	-	1,245,556.42	-	-	-	-	-	1,245,556.42
Addition By-Law Vehicle	57,360.10	-	-	-	-	-	-	-	-	57,360.10	-	57,360.10
sub-total	1,585,610.50	0.00	233,595.48	0.00	0.00	1,245,556.42	0.00	0.00	0.00	57,360.10	49,098.50	1,585,610.50
<u>Loans and Other</u>												
Complexe debt payment	99,579.00	-	-	-	-	-	-	99,579.00	-	-	-	99,579.00
Clarence-Rockland Arena	165,526.00	-	-	-	-	-	-	165,526.00	-	-	-	165,526.00
Caron debt payment	134,197.00	-	-	-	134,197.00	-	-	-	-	-	-	134,197.00
Library - Books	18,561.60	-	-	-	-	-	-	-	18,561.60	-	-	18,561.60
Total Capital Expenses	2,003,474.10	0.00	233,595.48	0.00	134,197.00	1,245,556.42	0.00	265,105.00	18,561.60	57,360.10	49,098.50	2,003,474.10
BALANCE DEC 31, 2020	8,965,840.58	105,020.54	185,886.23	511,182.38	3,924,651.14	2,644,942.18	1,140,748.22	386,758.31	103,563.98	-83,079.64	46,167.22	8,965,840.57

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
STATEMENT OF TREASURER
Schedule C - DEVELOPMENT CHARGES 2020 - Residential

Per By-Law 2015-13 & 2019-85

RESIDENTIAL - city wide charge	100.00%	1.54%	7.39%	6.56%	62.89%	0.00%	0.00%	19.93%	1.66%	0.00%	0.03%	0.00%	0.00%
RESIDENTIAL - waterworks	100.00%	1.30%	6.21%	5.51%	52.86%	0.00%	15.95%	16.76%	1.39%	0.00%	0.02%	0.00%	0.00%
RESIDENTIAL - fully serviced	100.00%	1.05%	5.04%	4.47%	42.85%	18.93%	12.93%	13.58%	1.13%	0.0%	0.02%	0.00%	0.00%

	Eligible %	TOTAL	General Government	Fire protection	P.W. Building / Equipment	P.W. Roads	P.W. Sewers	P.W. Waterworks	Recreation	Library	Daycare	By-Law	Transit	Engineering Studies	TOTAL
Balance Dec 31, 2019		5,562,068.64	25,980.33	253,712.09	146,935.17	2,043,122.95	2,654,917.40	426,577.06	-86,257.94	59,912.15		-27,984.70		65,154.13	5,562,068.64
<u>LEVIES COLLECTED</u>															
NEW BY-LAW:															
RESIDENTIAL - city wide charge		197,834.00	3,046.64	14,619.93	12,977.91	124,417.80	0.00	0.00	39,428.32	3,284.04	0.00	59.35	0.00	0.00	197,834.00
RESIDENTIAL - waterworks		582,187.00	7,568.43	36,153.81	32,078.50	307,744.05	0.00	92,858.83	97,574.54	8,092.40	0.00	116.44	-0.01	0.00	582,186.99
RESIDENTIAL - fully serviced		4,434,238.16	46,559.50	223,485.60	198,210.45	1,900,071.05	839,401.28	573,346.99	602,169.54	50,106.89	0.00	886.85	0.01	0.00	4,434,238.16
TOTAL		5,214,259.16	57,174.57	274,259.34	243,266.86	2,332,232.90	839,401.28	666,205.82	739,172.40	61,483.33	0.00	1,062.64	0.00	0.00	5,214,259.15
INTEREST		67,780.00	316.60	3,091.76	1,790.57	24,897.73	32,353.12	5,198.32	-1,051.15	730.10	0.00	-341.02	0.00	793.98	67,780.00
TOTAL RECEIVED		5,282,039.16	57,491.17	277,351.11	245,057.43	2,357,130.63	871,754.40	671,404.14	738,121.25	62,213.43	0.00	721.62	0.00	793.98	5,282,039.15
<u>PROJECTS FINANCED</u>															
Design St-Jean-Corbeil	88%	34,568.42												34,568.42	34,568.42
Secondary Plan - Rockland	88%	317.73												317.73	317.73
Urban Area Official Plan review (Rockland)	88%	8,320.52												8,320.52	8,320.52
Rockland New Fire station	88%	194,291.45		194,291.45											194,291.45
Bourget New Fire station	88%	2,470.18		2,470.18											2,470.18
Furniture - Bourget New Fire station	88%	8,802.39		8,802.39											8,802.39
Waste Water Treatment plan upgrades	88%	1,096,089.65					1,096,089.65								1,096,089.65
Addition By-Law Vehicle	88%	50,476.89										50,476.89			50,476.89
															0.00
<u>Loans and Other</u>															0.00
Complexe debt payment	100%	99,579.00							99,579.00						99,579.00
Clarence-Rockland Arena *	100%	165,526.00							165,526.00						165,526.00
Caron debt payment	88%	118,093.36				118,093.36									118,093.36
Library - Books	100%	18,561.60								18,561.60					18,561.60
Total Capital Expenses		1,797,097.20	0.00	205,564.02	0.00	118,093.36	1,096,089.65	0.00	265,105.00	18,561.60	0.00	50,476.89	0.00	43,206.68	1,797,097.20
Balance Dec 31, 2020		9,047,010.60	83,471.50	325,499.17	391,992.60	4,282,160.22	2,430,582.16	1,097,981.20	386,758.31	103,563.98	0.00	-77,739.97	0.00	22,741.43	9,047,010.59

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
STATEMENT OF TREASURER
Schedule D - DEVELOPMENT CHARGES 2020 - Non-Residential

Per By-Law 2015-13 & 2019-85												
NON - RESIDENTIAL - city wide charge	100.00%	1.92%	9.44%	8.37%	80.24%	0.00%	0.00%	0.00%	0.00%	0.03%	0.00%	
NON - RESIDENTIAL - waterworks	100.00%	1.54%	7.60%	6.74%	64.59%	0.00%	19.51%	0.00%	0.00%	0.02%	0.00%	
NON - RESIDENTIAL - fully serviced	100.00%	1.20%	5.91%	5.24%	50.25%	22.20%	15.18%	0.00%	0.00%	0.02%	0.00%	
	Eligible %	General Government	Fire protection	P.W. Building / Equipment	P.W. Roads	P.W. Sewers	P.W. Waterworks	Recreation	Library	By-Law	Engineering Studies	TOTAL
BALANCE DEC 31, 2019		28,129.14	17,540.33	-100,440.28	98,125.53	-332,830.50	294,606.70	24,659.98	0.00	1,308.72	25,158.66	28,129.14
<u>LEVIES COLLECTED</u>												
NEW BY-LAW:												
NON - RESIDENTIAL - city wide charge		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NON - RESIDENTIAL - waterworks		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NON - RESIDENTIAL - fully serviced		\$92,427.74	1,109.13	5,462.48	4,843.21	46,444.94	20,518.96	14,030.53	0.00	0.00	18.49	92,427.74
TOTAL		92,427.74	1,109.13	5,462.48	4,843.21	46,444.94	20,518.96	14,030.53	0.00	0.00	18.49	92,427.74
INTEREST		4,650.00	2,899.57	-16,603.68	16,221.03	-55,019.88	48,701.14	4,076.52	0.00	0.00	216.34	4,650.00
TOTAL RECEIVED		97,077.74	4,008.71	-11,141.20	21,064.25	-8,574.94	69,220.10	18,107.05	0.00	0.00	234.83	97,077.74
<u>PROJECTS FINANCED</u>												
Design St-Jean-Corbeil	12%	4,713.88									4,713.88	4,713.88
Secondary Plan - Rockland	12%	43.33									43.33	43.33
Urban Area Official Plan review (Rockland)	12%	1,134.62									1,134.62	1,134.62
Rockland New Fire station	12%	26,494.29		26,494.29								26,494.29
Bourget New Fire station	12%	336.84		336.84								336.84
Furniture - Bourget New Fire station	12%	1,200.33		1,200.33								1,200.33
Waste Water Treatment plan upgrades	12%	149,466.77				149,466.77						149,466.77
Addtion By-Law Vehicle	12%	6,883.21								6,883.21		6,883.21
<u>Loans and Other</u>												
Complexe debt payment	0%	0.00						0.00				0.00
Clarence-Rockland Arena	0%	0.00						0.00				0.00
Caron debt payment	12%	16,103.64			16,103.64							16,103.64
Library - Books	0%	0.00							0.00			0.00
Total Expenses		206,376.90	0.00	28,031.46	0.00	16,103.64	149,466.77	0.00	0.00	6,883.21	5,891.82	206,376.90
BALANCE DEC 31, 2020		-81,170.02	21,549.04	-139,612.94	119,189.78	-357,509.08	214,360.03	42,767.03	0.00	0.00	-5,339.66	-81,170.02



RAPPORT N° HR 2021-03

Date	19/03/2021
Soumis par	Chantal Vachon
Objet	Embauche d'un opérateur journalier
# du dossier	Cliquez ici pour entrer du texte.

- 1) **NATURE / OBJECTIF :**
Recommander l'embauche d'un opérateur journalier pour les travaux publics.
- 2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**
N/A

3) RECOMMANDATION DU SERVICE:

QU'IL SOIT RÉSOLU que le conseil municipal accepte l'embauche de M. Charles Gauthier à titre d'opérateur journalier à temps plein, effectif le 12 avril 2021 et que celui-ci soit sujet à une période probatoire de six (6) mois; et

QU'IL SOIT ÉGALEMENT RÉSOLU que le salaire de M. Charles Gauthier soit établi au niveau 1 de la Classe 3 (cols bleus) de la grille salariale en vigueur des employés syndiqués, tel que recommandé.

BE IT RESOLVED that Municipal Council hereby accepts the hiring of Mr. Charles Gauthier as full-time Operator Laborer, effective April 12th, 2021, and that he be subject to a probationary period of six (6) months; and;

BE IT ALSO RESOLVED that Mr. Charles Gauthier's salary is established at Level 1, Class 3 (blue collars) of the current unionized employee's salary grid, as recommended

- 4) **HISTORIQUE :**
N/A
- 5) **DISCUSSION :**
À la suite de la publication de l'offre d'emploi à l'interne et l'externe, 6 candidatures ont été reçues et 4 candidatures ont été retenues pour une entrevue mais une candidature c'est retiré du processus. Les 3 candidats ont été interviewés par le comité de sélection composé du gestionnaire des opérations et ingénierie, le coordonnateur des opérations et de la généraliste sénior des ressources humaines. M. Charles Gauthier a su démontrer au comité de sélection qu'il a les

compétences et l'expérience nécessaires pour bien remplir le poste d'opérateur journalier pour les travaux publics.

Le service d'infrastructure et aménagement du territoire, appuyé par le comité de sélection recommande que M. Charles Gauthier soit embauché à titre d'opérateur journalier. Un salaire équivalent au niveau 1 de la classe 3 (cols bleus) des employés syndiqués, soit 22,06\$/heure lui a été offert, sujet à l'approbation du conseil

6) **CONSULTATION :**

Cliquez ici pour entrer du texte.

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

Cliquez ici pour entrer du texte.

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

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

9) **IMPLICATIONS LÉGALES :**

N/A

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

N/A

11) **IMPLICATIONS STRATÉGIQUES :**

N/A

12) **DOCUMENTS D'APPUI:**

- Affichage du poste
- Description de tâches
- Grille salariale

OFFRE D'EMPLOI OPÉRATEUR JOURNALIER Tems plein à 40 heures / semaine	EMPLOYMENT OFFER OPERATOR LABORER Full-time at 40 hours per week
Endroit : Garage municipal de Clarence-Rockland 417, rue Lemay, Clarence Creek Heures : 7h30 – 16h00 Exigences : • Diplôme de 12e année; • Trois (3) années d'expérience dans le domaine municipal ou connexe; • Permis de conduire DZ obligatoire; • Doit pouvoir travailler dans les deux langues officielles (français et anglais); • Doit démontrer des habiletés interpersonnelles et organisationnelles pour interagir efficacement avec les résidents, collègues de travail et les fournisseurs externes; • Doit être capable d'accomplir des tâches physiques; • Une copie du dossier de conduite doit être soumise lors de l'embauche et est une condition d'emploi; • Doit être capable d'avoir un horaire flexible lorsque nécessaire. Atouts: • Permis de conduire AZ. • Bonnes connaissances du code de sécurité au travail. Salaire : Rémunération selon l'échelle salariale en vigueur. <i>Seuls les candidats retenus pour une entrevue seront contactés. Des accommodations pour des besoins spéciaux sont disponibles sur demande</i>	Location: Clarence-Rockland Municipal Garage 417 Lemay Street, Clarence Creek Hours: 7:30 a.m. – 4:00 p.m. Requirements: • 12th grade diploma; • Three (3) years of experience in a Municipal field or similar; • Must have DZ license; • Must be able to work in both official languages (French and English); • Must demonstrate interpersonal and organizational skills to effectively interact with residents, co-workers and external vendors; • Must be able to perform physical tasks; • A driver's abstract must be submitted upon hire; • Must be able to work flexible hours when required. Assets: • AZ license. • Knowledge of the Health and Safety Standards in the work place. Salary: Remuneration as per current salary scale. <i>Only candidates selected for an interview will be contacted. Accommodations for job applicants with disabilities are available upon request</i>
Les personnes intéressées doivent faire parvenir leur curriculum vitae portant la mention « Offre d'emploi, Opérateur Journalier – temps plein » avant 16 h 00, le 12 février 2021 à: Chantal Vachon Ressources humaines 1560, rue Laurier Rockland, ON K4K 1P7 hr@clarence-rockland.com	Interested candidates are requested to submit their résumé marked "Employment offer, Operator Laborer – full-time" before 4:00 p.m., February 12th, 2021 to: Chantal Vachon Human Resources 1560, Laurier Street Rockland, ON K4K 1P7 hr@clarence-rockland.com

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

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



DESCRIPTION D'EMPLOI

Section I

Identification du poste	Opérateur journalier
Titre de l'emploi :	Opérateur journalier
Service :	Travaux publics
Date :	13 novembre 2013

Section II

Description sommaire du poste (raison d'être)

Sous la supervision du surintendant ou de son adjoint, l'opérateur journalier est appelé à effectuer des travaux professionnels d'entretien, de construction ou de réparation des chemins, des égouts sanitaires, des drains municipaux, du service d'aqueduc et de la cueillette de déchets.

En plus des responsabilités de l'emploi de journalier, diverses tâches comportant la conduite et l'opération de certains appareils motorisés utilisés par la Ville. Responsable d'opérer prudemment et efficacement les appareils qui lui sont confiés et d'effectuer, selon les règles établies, les diverses tâches qui lui sont assignées.

Section III

Principales tâches et responsabilités

1. Assurer la réalisation de différents travaux de réparation, d'entretien et de construction, du réseau de voies publiques, de la signalisation routière, des trottoirs, des réseaux de distribution et d'évacuation des eaux ainsi que des fossés de drainage, des ponts et des ponceaux.
2. Effectuer les travaux de voirie d'entretien, de réparation et de construction de la chaussée en toute saison.
3. Effectuer le déneigement du réseau routier, des trottoirs et les lieux de stationnement sur le territoire de la Ville.
4. Procéder à l'installation du service d'aqueduc, d'égout sanitaire et pluvial et des services d'eau.
5. Appeler à travailler lors du dégel de tuyaux d'aqueduc, ponceau, etc.
6. Exécuter, à l'aide des appareils appropriés, des tâches telles que creusage, profilage, remplissage, aplanissement, nivelage et chargement de matériaux (terre, neige, gravier, autre) pour la réalisation de divers travaux d'entretien, d'aménagement ou de construction.
7. Effectuer le transport ou le déplacement d'équipement, de matériaux et participe à leur chargement et leur déchargement.
8. S'assurer que le travail accompli est selon les normes de sécurité avec une gestion de circulation appropriée à la tâche à effectuer.
9. Opérer et conduire les équipements et les véhicules de la Cité (ex.: camion lourd, camion léger, rétrocaveuse, niveleuse, chargeur, chasse-neige, pelle mécanique, etc.)

10. Accomplir diverses tâches manuelles
11. Vérifier périodiquement l'équipement et/ou les véhicules sous son contrôle. Veiller au bon fonctionnement de l'appareil utilisé ainsi qu'à son maintien dans un état de propreté satisfaisant.
12. Effectuer les vérifications périodiques requises sur certaines composantes et en assurer l'entretien ordinaire.
13. Réaliser toutes fonctions ou responsabilités attribuées au poste d'opérateur journalier
14. Réaliser tous mandats ou responsabilités à la demande de son supérieur.

Section IV

Exigences du poste

- **Formation requise** : Diplôme de 12^e année (DSEO),
- **Association professionnelle, s'il y a lieu** :
- **Expérience requise** : trois (3) années dans le domaine municipal ou connexe
- **Habilités et compétence requises** : Permis de conduire DZ

Section V

Caractéristiques/Conditions particulières de l'emploi

S'assurant que les travaux sont accomplis selon les normes, les politiques, les priorités et les échéanciers établis par les Travaux publics tout en respectant le code routier.

Section VI

Enjeux/Défis

1. Conditions de travail (intempérie)
2. Contrôle de l'horaire de travail (urgence, multitâches)
3. Relations de travail avec les citoyens
4. Conditions de l'équipement
5. Échéances demandées à respecter

Section VII

Gestion de personnel

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

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

Type d'employés coordonnés/supervisés : N/A

Budget d'opérations : N/A

Section VIII

Processus d'approbation	Nom	Titre	Date
Description rédigée par :	Richard Campeau	Gérant des opérations	Mars 2014
Description révisée par :	Yves Rousselle	Dir. adj. Infra. et ing.	Mars 2014
Description révisée par :	Gilles Maranda	Directeur Infra. et Ing.	03 mars 14
Description approuvée par :			



RAPPORT N° FIN2021-15

Date	26/03/2021
Soumis par	Frédéric Desnoyers & Graham Stevens
Objet	Adoption of 2021 tax rates
# du dossier	N/A

1) **NATURE / OBJECTIF :**

- 1- Ce rapport a pour objectif de confirmer les taux de taxes de l'année 2021, d'établir les dates de versement ;
- 2- Autoriser le trésorier à accepter des paiements en tout ou en partie au titre de l'impôt payable et à donner des reçus selon les montants reçus ;
- 3- Imposer une pénalité en cas de défaut de paiement ou de paiement tardif de tout impôt par rapport aux dates de versement ou le versement est exigible.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

En vertu de la Loi sur les Municipalités, une Municipalité locale peut, adopter un règlement prévoyant le prélèvement des sommes à l'égard de l'évaluation des biens situés dans la Municipalité qui sont imposable à ses fins.

3) **RECOMMANDATION DU SERVICE:**

QUE le Comité plénier recommande que le Conseil adopte un règlement pour établir les taux de taxes finales et autoriser l'imposition de pénalités pour les paiements en souffrance en 2021, tel que recommandé au rapport FIN2021-15.

THAT the Committee of the Whole recommends that Council adopt a by-law to provide for the adoption of tax rates and to provide for penalty and interest in default of payment thereof for 2021, as recommended in report no. FIN2021-15.

4) **HISTORIQUE :**

N/A

5) **DISCUSSION :**

Suite à l'adoption du budget annuel, nous devons adopter un règlement afin d'établir les taux de taxes d'après le processus d'évaluation de propriétés qui a été faite par MPAC.

La table ci-jointe démontre l'augmentation moyenne d'une propriété à Clarence-Rockland en 2021.

L'augmentation moyenne dans Clarence-Rockland pour 2021

	<u>2020</u>	<u>2021</u>	<u>Différence</u>	<u>%</u>
Municipale	2 068 \$	2 114 \$	46 \$	2.25 %

En 2021 et 2022, il n'y aura aucun ajustement pour les changements de valeur puisque les réévaluations ont été remis à plus tard à cause de la Covid-19.

- 6) **CONSULTATION :**
N/A
- 7) **RECOMMANDATION OU COMMENTAIRES DU COMITÉ :**
N/A
- 8) **IMPACT FINANCIER (monétaire/matériaux/etc.):**
Recevoir les montants nécessaires pour permettre à la Municipalité d'effectuer ses opérations.
- 9) **IMPLICATIONS LÉGALES :**
N/A
- 10) **GESTION DU RISQUE (RISK MANAGEMENT) :**
N/A
- 11) **IMPLICATIONS STRATÉGIQUES :**
N/A
- 12) **DOCUMENTS D'APPUI:**
 - Règlement no. 2021-XX, tel que proposé
 - Annexe « A » du règlement no. 2021-XX, tel que proposé

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**BY-LAW NUMBER 2021-28****BEING A BY-LAW TO PROVIDE FOR THE ADOPTION OF TAX RATES AND TO FURTHER PROVIDE FOR PENALTY AND INTEREST IN DEFAULT OF PAYMENT THEREOF FOR 2021.**

WHEREAS the Council of the City of Clarence-Rockland, pursuant to section 290 of the Municipal Act, 2001, has established and adopted under By-Law Number 2020-97, as amended by By-law 2021-01, a budget including estimates of all sums required during the year 2021 for the purposes of the municipality;

WHEREAS, Section 312 of the Municipal Act, 2001, provides that the Council of a local municipality shall, each year, pass a By-Law to levy a separate tax rate on the assessment in each property class; and

WHEREAS it is necessary for the Council of the Corporation of the City of Clarence-Rockland, pursuant to the Municipal Act to levy on the whole rateable property according to the last revised assessment roll for the Corporation of the City of Clarence-Rockland the sums set forth for various purposes in Schedule "A" hereto attached for the current year; and

WHEREAS an interim levy was made before the adoption of the estimates for the current year;

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

1. For the year 2021, the Corporation of the City of Clarence-Rockland shall levy upon the Residential Assessment, Multi-Residential Assessment, Commercial Assessment, Industrial Assessment, Pipeline Assessment, Farmland Assessment and Managed Forest Assessment the rates of taxation per current value assessment for general purposes as set out in Schedule "A" attached to this By-law.
2. The estimates for the current year are as set forth in Schedule "A" attached to this By-Law.

3. The levy provided for in Schedule "A" attached to this By-Law shall be reduced by the amount of the interim levy for 2021.
4. For payment-in-lieu of taxes due to the Corporation of the City of Clarence-Rockland, the actual amount due to the Corporation of the City of Clarence-Rockland shall be based on the assessment roll and the tax rates for the year 2021.
5. This shall become due and payable as follows:
 - 5.1. For all classes, except the capped classes, fifty percent of the final levy shall become due and payable on the 30th day of June 2021 and the remaining balance of the final levy shall become due and payable on the 31st day of August 2021.
 - 5.2. For all capped classes, fifty percent of the final levy shall become due and payable on the 30 day of July 2021 and the remaining balance of the final levy shall become due and payable on the 31st day of August 2021.
 - 5.3. If the first fifty percent of the final levy for capped classes cannot be levied in order to comply with any legislative requirements then the due dates of July 30 and August 31st shall be changed to the next month's last open day to the public which complies with the requirements.
 - 5.4. Notwithstanding subsections 6.1, 6.2 and 6.3 of the By-law, the due dates for enrolled taxpayers in the alternative instalment method shall be in accordance to the pre-authorized tax payment plan By-law number 1992-83.
6. On all taxes of the current levy, which are in default, a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the 1st day of each and every month that the default continues, until December 2021.
7. On all taxes in default on January 1st, 2021, interest shall be added at the rate of 1.25 percent per month for each month or fraction thereof in which the default continues.
8. Penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy.

9. The collector may mail or cause to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed noticed specifying the amount of taxes payable.
10. Taxes are payable at the Municipal Office in Rockland, Ontario, or at any financial institution member of the Canadian Payment Association.
11. If any section or portion of this By-law or of Schedule "A" is found by a court of competent jurisdiction to be invalid, it is the intent of Council of the Corporation of the City of Clarence-Rockland that all remaining sections and portions of this By-Law and of Schedule "A" continue in force and effect.
12. Schedule "A" attached hereto shall be and form part of this By-Law.
13. That By-Law Number 2020-33 is hereby repealed.

READ AND PASSED IN OPEN COUNCIL THIS 7TH DAY OF APRIL 2021.

Guy Desjardins, Mayor

Monique Ouellet, Clerk

ANNEXE "A" AU RÈGLEMENT / SCHEDULE "A" TO BY-LAW 2021-XX
CORPORATION DE LA CITÉ DE / THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
TAUX D'IMPOSITION ET RÉQUISITION 2021 TAX RATES AND LEVY

	Classe	CVA	Total Tax Rate	Tax Yield
RESIDENTIAL & FARM	RT	2,810,380,771	0.00689821	\$19,386,596.74
MULTI-RESIDENTIAL	MT	30,563,300	0.01241678	\$379,497.77
NEW MULTI-RESIDENTIAL	NT	1,452,000	0.00689821	\$10,016.20
COMMERCIAL	CT	109,013,800	0.00994031	\$1,083,630.97
PARKING LOT	GT	228,000	0.00994031	\$2,266.39
SHOPPING CENTRES	ST	4,263,200	0.00994031	\$42,377.53
COMMERCIAL VACANT LAND	CX	7,592,900	0.00994031	\$75,475.78
INDUSTRIAL (OCCUPIED)	IT	4,548,400	0.01687917	\$76,773.22
INDUSTRIAL VACANT LAND	IX	266,300	0.01687917	\$4,494.92
PIPELINE	PT	8,091,000	0.00976641	\$79,020.02
INDUSTRIAL (NEW CONST)	JT	2,568,800	0.01687917	\$43,359.21
NEW COMMERCIAL	XT	40,360,708	0.00994031	\$401,197.95
NEW COMMERCIAL-OFFICE BUILDING	YT	1,494,000	0.00994031	\$14,850.82
SHOPPING CENTRE- NEW CONSTRUCTIC	ZT	10,940,100	0.00994031	\$108,747.99
SHOPPING CENTRE -NEW CONST-EXCES	ZU	186,400	0.00994031	\$1,852.87
MANAGED FORESTS	TT	14,373,500	0.00172455	\$24,787.82
	Totals	<u>3,261,825,800</u>		<u>\$22,108,966.01</u>

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**BY-LAW 2021-23**

BEING A BY-LAW TO AMEND BY-LAW 2015-172 REPRESENTING CONSTRUCTION, DEMOLITION, CHANGE OF USE PERMITS AND INSPECTIONS.

WHEREAS By-law 2015-172, the "Building By-law" was adopted on the 21st day of December 2015; and

WHEREAS the Council of the Corporation of the City of Clarence-Rockland now deems it necessary to amend By-law 2015-172 in order to amend Schedule "A" entitled "Administration Performance Deposit";

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

1. **THAT** Schedule "A" of By-law 2015-172, entitled "Administration Performance Deposit", be repealed and replaced by Schedule "A" hereto attached.
2. **THAT** this By-law shall come into effect upon its adoption.

READ, PASSED AND ADOPTED ON THIS 7TH DAY OF APRIL 2021.

Guy Desjardins, Mayor

Monique Ouellet, Clerk

Schedule “A” to By-Law 2021-23
Administration Performance Deposit

Value of Construction	Administration Performance Deposit
Value less than \$ 25,000.00	\$ 100.00
Value between \$ 25,000.00 and \$99,999.99	\$ 500.00
Value between \$ 100,000.00 and \$ 399,999.99	\$ 1,000.00
Value equal to or over \$ 400,000.00	\$ 5,000.00

Notes to Schedule “A”

- Note 1 The value of construction is calculated as follows:
- 1) Group “C” residential buildings are based on \$150.00 per sq/ft or contract price whichever is the greatest,
 - 2) Group “A”, “B”, “D”, “E” and “F” buildings are based on contract price value,
 - 3) Farm buildings are based on contract price value,
 - 4) All other construction types are based on the contract value.

- Note 2 Once a permit has been issued by the Chief Building Official, the administration performance deposit will be refunded in whole or in part to the permit holder in accordance with the following provisions:

- 1) For all multi-unit permits (townhouse dwellings, apartment dwellings, semi-detached dwellings; One hundred per cent (100%) of the administration performance deposit is to be refunded if construction is completed and approved within two (2) years of the date of the issuance of the permit. Following the two years, 25% will be deducted from the performance deposit each year that the permit remains open.
- 2) For all other permits; One hundred per cent (100%) of the administration performance deposit is to be refunded if construction is completed and approved within one (1) year of the date of the issuance of the permit,
- 3) Seventy five percent (75%) of the administration performance deposit is to be refunded if construction is completed and approved within two (2) years of the date of the issuance of the permit,
- 4) Fifty percent (50%) of the administration performance deposit is to be refunded if construction is completed and approved within three (3) years of the date of the issuance of the permit,
- 5) Twenty five percent (25%) of the administration performance

deposit is to be refunded if construction is completed and approved within four (4) years of the date of the issuance of the permit,

- 6) No refund of the administration performance deposit will be awarded if construction is not completed or not approved within four (4) years of the date of the issuance of the permit. This will not relieve the permit holder of obligations under any regulations of any By-Law, the Building Code Act or regulations made thereunder.
- 7) A final As-built location plan is required to be submitted and approved by the municipality prior to the release of the grading performance deposit for all new house construction.

Note 3 The refund of the whole or in part of the administration performance deposit shall not be deemed a waiver of any provisions of any By-Law or requirements of the Building Code Act or regulations made thereunder. Also the refund should not be construed as a certification or guarantee that the building for which a permit was issued meets all the requirements of the Building Code Act or regulations made thereunder.

Note 4 For any deposits submitted for permits issued between September 1st, 2019 and September 1st, 2020, the following exceptions shall be applicable:

- 1) Note 2. 2) shall be applicable within three (3) years.
- 2) Note 2. 3) shall be applicable within four (4) years
- 3) Note 2. 4) shall be applicable within five (5) years
- 4) Note 2. 5) shall be applicable within six (6) years



REPORT N° AME-21-14

Date	02/08/2021
Submitted by	Chantal Bégin
Subject	Changes for reimbursements of Multi-units
File N°	AMÉ 21-11R

1) **NATURE/GOAL :**

This report is to address the request by Builders/Developers for a change to the reimbursement policy for Multi-unit permits and to recommend an extension to the exemptions granted due to the COVID-19 Pandemic situation.

2) **DIRECTIVE/PREVIOUS POLICY :**

Schedule A of By-law 2015-172 stipulates that a performance deposit must be submitted when a building permit is issued. This same schedule indicates that the performance deposit will be deducted by 25% per year after the first year if the works are not completed.

3) **DEPARTMENT'S RECOMMENDATION :**

WHEREAS Council adopted By-law 2020-55, on June 15, 2020, in order to allow for an extension of 2 years before the reduction of the performance deposit for permits issued between September 1st, 2019 and September 1st, 2020; and

WHEREAS the COVID-19 pandemic persists and the situation continues to cause difficulties for residents and contractors to complete their work within the set timelines, so as not to lose part of their deposit; and,

WHEREAS further to a Development Community Consultation meeting, members of the development community requested that the by-law be amended in order to allow a period of 2 years before the reduction of the performance deposit for all multi-unit permits;

THAT the Committee of the Whole recommends that Council adopts a by-law in order to allow a period of 2 years before the reduction of the performance deposit for permits issued between September 1st, 2020 and September 1st, 2021; and

THAT the Committee of the Whole further recommends that this amendment allows for a period of 2 years before the reduction of the performance deposit for all multi-unit permits, on a permanent basis.

ATTENDU QUE le conseil a adopté le règlement 2020-55, le 15 juin 2020, afin de permettre une prolongation de 2 ans avant que la réduction du dépôt de performance soit appliquée, pour les permis émis entre le 1er septembre 2019 et le 1er septembre 2020; et

ATTENDU QUE la pandémie du COVID-19 persiste et continue de causer des difficultés pour les résidents et les entrepreneurs de terminer leurs travaux dans les délais fixés, afin de ne pas perdre une partie de leur dépôt de performance; et,

ATTENDU QUE suite à une consultation avec le groupe de développeurs, ceux-ci ont demandé que le règlement soit amendé pour permettre une prolongation de 2 ans avant que la réduction du dépôt de performance soit appliquée, pour tous les permis multi-logements;

QUE le comité plénier recommande que le conseil adopte un règlement visant à permettre une prolongation de 2 ans avant la réduction du dépôt de performance soit appliquée, pour les permis émis entre le 1er septembre 2020 et le 1er septembre 2021; et

QUE le Comité plénier recommande aussi que ce même amendement autorise une période de 2 ans avant que la réduction du dépôt de performance soit appliquée, pour tous les permis multi-logements, et ce, sur une base permanente.

4) **BACKGROUND :**

Following multiple closures in the construction sector following the Covid-19 pandemic, several residents who have obtained construction permits in the past year have expressed concern about the reimbursement of the performance deposit as stipulated in by-law 2015-172.

Additionally, during the City's 2019 Development Community Consultation meeting, members of the development community requested that the City considers revising its by-law 2015-172. The request was made to allow a period of 2 years before the reduction of the performance deposit for all multi-unit permits. At this meeting, City staff were informed that the issue was that the multi-unit buildings often take more than a year to complete. This can be attributed to varying market conditions and that multi-unit buildings cannot be fully completed until all the units are sold. This allows buyers the ability to choose the interior design of the unit that they are buying.

- 5) **DISCUSSION :**
Staff deems that this request is reasonable. Additionally, this does not have any budgetary impacts given that deposits are not considered in the Departments annual revenues budget.
- 6) **CONSULTATION:**
The Development community was consulted at the City's 2019 Development Community Consultation meeting.
- 7) **RECOMMENDATIONS OR COMMENTS FROM COMMITTEE/ OTHER DEPARTMENTS:**
N/A
- 8) **FINANCIAL IMPACT (expenses/material/etc.) :**
No financial impact.
- 9) **LEGAL IMPLICATIONS:**
N/A
- 10) **RISK MANAGEMENT:**
N/A
- 11) **STRATEGIC IMPLICATIONS:**
This recommendation is aligned with the City's current Strategic Plan.
- 12) **SUPPORTING DOCUMENTS:**
Attachment 1: By-law and Schedule A amendment

**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
BY-LAW NUMBER 2021-24**

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO ENTER INTO AN AGREEMENT WITH PREMIUM CONSTRUCTION FOR THE REPLACEMENT OF THE EMERGENCY STEPS AT THE CLARENCE CREEK ARENA.

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

WHEREAS the Corporation of the City of Clarence-Rockland intends to sign an agreement with Premium Construction for the replacement of the emergency steps at the Clarence Creek Arena;

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

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

- 1. THAT** Municipal Council authorizes the Mayor and the Clerk to sign an agreement with Premium Construction for the replacement of the emergency steps at the Clarence Creek Arena;
- 2. THAT** the agreement be in the form hereto annexed and marked as Schedule "A" to this by-law;
- 3. THAT** this by-law shall come into force on the day of its adoption and shall remain in force until it is repealed.

READ, PASSED AND ADOPTED BY COUNCIL THIS 7TH DAY OF APRIL, 2021.

Guy Desjardins, Mayor

Monique Ouellet, Clerk



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

Award Letter

2449214 Ontario Inc. O/A Premium Construction
PO Box 45057 Kanata South
Kanata, Ontario

March 18nd, 2021

Attention: Mr. Sabbi Kalsi, President

SUBJECT: Notice of Award: 2021-008 (Staircase Replacement Clarence-creek Arena)

We thank you for your Tender submitted on March 2, 2021 and the subsequent discussions in connection with the above contract. I have been duly authorized by the City of Clarence-Rockland (hereafter referred to as the City), to award to you the contract for the captioned works.

The price for the Works shall be in the amount of \$144,000.00 Canadian dollars excluding taxes. The price is deemed to include the cost of all works necessary for the timely and satisfactory completion of the works in their entirety.

The following letters and documents shall constitute integral parts of the contract hereby Awarded;

- Request for Tender Document dated, February 5, 2021
- Addendum #1, dated February 8, 2021
- Addendum #2, dated February 23, 2021
- Addendum #3, dated February 23, 2021
- Contractor Tender Response, dated March 2, 2021

When all of the Works are properly completed or when each stage of the work described is properly completed, the Contractor shall give the City an invoice for the amount due. The works or each stage of works shall be considered as being properly completed only when they are free from obvious defects.

...2

Award Letter

THE CORPORATION OF THE CITY OF CLARENCE ROCKLAND

Per: _____
Jean-Luc Jubinville, Director of Community Services
I have authority to bind the Corporation

Date: _____

Please signify your acceptance of the terms and conditions of this award by signing and returning a duplicate copy to us immediately. The original of this Letter of Award is for your retention.

Signed for and on behalf of:

Signature

Print Name (Director/Authorized Signatory*)

Print Company Name

(Date)

(Place of Signing)



RAPPORT N° LOI2021-03-04

Date	24/03/2021
Soumis par	Jean-Luc Jubinville
Objet	Signature de contrat – Remplacement des escaliers d’urgence à l’aréna de Clarence Creek
# du dossier	

1) **NATURE / OBJECTIF :**

L’objectif de ce rapport est de demander l’autorisation du conseil municipal afin de procéder à la signature d’un contrat avec la compagnie « Premium Construction » pour qu’elle puisse procéder avec les travaux de remplacement des marches d’urgence de l’aréna de Clarence Creek.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

Lors du processus budgétaire 2021, le conseil municipal a donné la directive suivante :

DIRECTIVE: THAT the proposed capital budget in the amount of \$105,000 for the additional amount for the replacement of the emergency steps at the Clarence Creek arena be approved, provided that the RFP be prepared to allow for different options and that the results be brought to council for consideration.

3) **RECOMMANDATION DU SERVICE :**

ATTENDU QUE lors du processus budgétaire 2021, le conseil a autorisé une somme additionnelle de 105 000\$ pour le projet de remplacement des marches d’urgence à l’aréna de Clarence Creek à condition que le document de soumission soit préparé afin de permettre plusieurs options et que les résultats des soumissions soient apportés au conseil municipal pour considération; et

ATTENDU QUE pour respecter le budget alloué, les options du projet doivent être retirées du contrat;

QUE le comité plénier recommande au conseil municipal d’adopter un règlement pour autoriser le Maire et la greffière à signer un contrat avec Premium Construction pour effectuer le remplacement des marches d’urgence de l’aréna de Clarence Creek pour une somme de 144 000\$ excluant la T.V.H., tel que recommandé au rapport LOI2021-03-04.

WHEREAS during the 2021 budget process, Council authorized an additional sum of \$ 105,000 for the emergency steps replacement project at the Clarence Creek arena provided that the tender document is prepared to allow several options and that the results of the submissions be brought to City Council for consideration; and

WHEREAS to respect the allocated budget, the project options must be withdrawn from the contract;

THAT the Committee of the Whole recommends that Council adopt a by-law to authorize the Mayor and the Clerk to sign a contract with Premium Construction to replace the emergency steps at the Clarence Creek arena for a sum of \$ 144,000 excluding HST, as recommended.

4) **HISTORIQUE :**

Le projet de remplacement des escaliers d'urgence a été initialement présenté et accepté lors de la session budgétaire 2020. Le montant approuvé était de 106 000\$. Le processus de soumission a été perturbé de quelques mois dus au début de la pandémie. Une fois le processus terminé le plus bas prix obtenu était de 166 900\$. Selon les ingénieurs, cette hausse considérable du prix était associée en grande partie aux incertitudes entourant la pandémie. Il fut donc décidé de repousser le projet d'un an afin de voir si le marché se stabiliserait et de demander une somme supplémentaire lors du budget pour couvrir les augmentations des coûts.

Une somme supplémentaire de 105 000\$ fut approuvée par le conseil municipal lors du processus budgétaire 2021. Le conseil a toutefois demandé à ce que le document de soumission soit monté de façon à pouvoir couper certaines composantes du projet si nécessaire et à ce que le projet soit présenté de nouveau au conseil pour approbation.

L'équipe des projets capitaux a fait le processus de soumission tôt en 2021. Les résultats ont été reçus au début du mois de mars.

5) **DISCUSSION :**

L'appel d'offres s'est terminé le 2 mars 2021, et nous avons reçu quatre (4) soumissions. Les soumissionnaires et leurs offres financières sont les suivantes:

ENTREPRENEURS	PRIX TOTAL DE LA SOUSSION SANS LES OPTIONS (Exclu TVH)	PRIX TOTAL DE LA SOUSSION AVEC LES OPTIONS (Exclu TVH)
Premium Construction	144 000.00 \$	178 200.00 \$
Michanie Construction	167 424.00 \$	192 989.00 \$
F. Trottier	177 462.63 \$	220 690.00 \$
Daoust Construction	272 411.52 \$	318 456.37 \$

La compagnie Premium Construction a soumis la plus basse soumission avec un prix de 178 200.00 \$ (144 000\$ sans les options). Après vérification, le Service confirme que la soumission est conforme aux exigences demandées et recommande d'octroyer le contrat à Premium Construction.

Options : Tel que demandé par le conseil, le document de soumission a été conçu de façon à pouvoir couper certaines composantes du projet. Afin de respecter le budget alloué, le service recommande de retirer du contrat tous les items associés à la fermeture de l'enceinte des marches (p.ex., murs, fenêtre, portes, etc.) Cette recommandation permettrait de réduire le coût du contrat de 34 200\$ + TVH. Le Service évaluera la possibilité d'effectuer ces travaux autrement.

Les dépenses détaillées encourues et prévues, suite au processus d'appel d'offres, sont présentées dans le tableau ci-dessous.

Budget total alloué	211 000\$
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ITEMS	COÛTS
Dépenses commises/déjà encourues	36 530 \$
Contrat avec Premium	144 000 \$
Impact de la TVH sur le contrat (1.8%)	2 592 \$
Contingence (10%)	14 656 \$
Total des dépenses	197 778 \$
Balance / (Déficit)	13 222 \$

Condition des escaliers d'urgence : La condition des escaliers continue de se détériorer. Il est fortement recommandé de procéder avec les travaux.

Complexité des travaux : À première vue, les travaux de remplacement des escaliers d'urgence peuvent sembler simples et peu complexes. Toutefois, les travaux qui seront effectués nécessiteront l'implication de plusieurs métiers ce qui explique en partie les coûts élevés associés au projet. Les types de travaux suivants devront être effectués :

- Travaux de démolition
- Travaux d'excavation
- Travaux de fondation (ciment)
- Travaux de maçonnerie
- Travaux de soudure
- Travaux électriques
- Travaux de terrassement
- Travaux de décontamination du sol

6) **CONSULTATION :**
S.O.

7) **RECOMMANDATION OU COMMENTAIRES DU COMITÉ :**
S.O.

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

Le budget associé à ce projet a déjà été identifié et approuvé lors du processus budgétaire 2020 et 2021. Le financement total provient de la réserve des bâtiments (211 000\$).

9) **IMPLICATIONS LÉGALES :**
S.O.

10) **GESTION DU RISQUE (RISK MANAGEMENT) :**
S.O.

11) **IMPLICATIONS STRATÉGIQUES :**
S.O.

12) **DOCUMENTS D'APPUI:**

- Règlement 2021-XX – Signature de contrat pour le remplacement des escaliers d'urgence

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
BY-LAW NO. 2021-25**

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO SIGN AN AGREEMENT WITH HYDRO ONE NETWORKS INC. FOR THE PURPOSE OF A 10 YEARS LICENSING AGREEMENT

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

WHEREAS the Municipal council has approved the necessary funds to construct a multi-use pathway linking Caron St. to Amber St.; and

WHEREAS Hydro One Networks Inc is the owner of the parcel of land on which the pathway will be constructed on; and

WHEREAS Hydro One Networks Inc requires the signature of an agreement in order to authorize the City to construct and manage the multi-use pathway; and

WHEREAS the Corporation of the City of Clarence-Rockland intends to sign a 10 years licensing agreement with Hydro One Networks Inc. in order to construct and manage the multi-use pathway linking Caron St. to Amber St.;

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

- 1. THAT** Municipal Council authorizes the Director of Community Services to sign a 10 years licensing agreement with Hydro One Networks Inc. in order to construct and manage the multi-use pathway linking Caron St. to Amber St.;
- 2. THAT** the agreement be in the form hereto annexed and marked as Schedule "A" to this by-law;
- 3. THAT** this by-law shall come into force on the day of its adoption and shall remain in force until it is repealed.

READ, PASSED AND ADOPTED BY COUNCIL THIS 7TH DAY OF APRIL 2021.

Guy Desjardins, Mayor

Monique Ouellet, Clerk

LICENCE OF LAND made as of this 2nd day of February, 2021.

BETWEEN:

HYDRO ONE NETWORKS INC.

(hereinafter called the “Licensor”)

- and –

THE CITY OF CLARENCE-ROCKLAND

(hereinafter called the “Licensee”)

RECITALS:

- A. Hydro One Networks Inc. is the owner in fee simple of certain lands located in the City of Clarence-Rockland, in the United Counties of Prescott and Russel, described as Part of Lot 24, Concession 1 Old Survey, Geographic Township of Clarence, being PIN # 69060-1686 (hereinafter referred to as the “HONI Lands”).
- B. The Licensee has offered to purchase for consideration a licence to use the HONI Lands for public recreational purposes (hereinafter referred to as the “Use”) and the Licensor is agreeable to the Licensee using approximately 1.5 acres of the HONI Lands as shown hatched and outlined in yellow on the sketch attached hereto as Schedule “A” (the “Lands”) on the covenants, terms and conditions contained herein.

IN CONSIDERATION of the mutual covenants hereinafter set forth and other good and valuable consideration, the Licensor and Licensee hereto agree as follows:

Definitions

1. As used in this Licence, the following terms shall have the following meanings:
 - (a) **“Authority”** means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the Lands, or the use thereof.
 - (b) **“Business Day”** means any day on which is not a weekend or statutory holiday.
 - (c) **“Distribution System”** shall have the same meaning as defined in the Act and for the purpose of this Licence includes any part of a Distribution System located on the Lands.
 - (d) **“Environmental Contaminant”** means (i) any substance which, when it exists in a building or the water supplied to or in a building, or when it is released into a building or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to a building or any part thereof, or to the natural environmental or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including stachybotrys chartarum and other moulds), mercury and its compounds, dioxans and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydro-chlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (ii) any substance declared to be hazardous or toxic under any Environmental Laws now or hereafter enacted or promulgated by any Authority, or (iii) both (i) and (ii).
 - (e) **“Environmental Laws”** means any federal, provincial or local law, statute, ordinance, regulation, policy, guideline or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or

Environmental Contaminants, including, without limitation, the *Environmental Protection Act*, R.S.O. 1990, c. E.19, the *Environmental Assessment Act*, R.S.O. 1990, c. E.18, the *Ontario Water Resources Act*, R.S.O. 1990, c. 0.40, the *Occupational Health and Safety Act*, R.S.O. 1990, c. 0.1, the *Safe Drinking Water Act, 2002*, S.O. 2002, c.32, and applicable air quality guidelines, as such statutes, regulations and guidelines may be amended from time to time.

- (f) **“Licensee”** includes the successors and permitted assigns of the Licensee.
- (g) **“Licensor”** includes Hydro One Networks Inc. and the successors and permitted assigns of the Licensor.
- (h) **“Permittee”** means any existing or contemplated tenant, subtenant, dominant owner of an easement, invitee, licensee, permittee, mortgagee, grantee, security holder or other person including any competent authority.
- (i) **“Transmission System”** shall have the same meaning as defined in the Act and for the purpose of this Licence includes any part of a Transmission System located on the Lands.
- (j) **“Works”** means all plant, equipment, and facility of the Licensee intended to be placed in, on, over, through or across the Lands for the Licensee’s purposes of the Use only and intended to be constructed as approved by the Licensor.

Grant of Licence, Term, Fee

- 2. The Licensor hereby grants permission to the Licensee to use the Lands on a non-exclusive basis for the purpose of the Use only, for a term of five (5) years (the “Term”) with a starting date of the 1st day of March, 2021 (the “Starting Date”) and a completion date of the 28th day of February, 2026 (the “Completion Date”) and subject to the terms and conditions set out in this Licence and which the Licensee hereby accepts and agrees to perform and abide by.
- 3. For the permission granted herein, the Licensee shall pay to the Licensor a Licence Fee in the sum of Five Dollars (\$5.00), plus all applicable taxes, payable to Hydro One Networks Inc. in advance on the first day of the Term.
- 4.
 - (a) The Licensee shall pay all applicable taxes on any and all payments, if required by law.
 - (b) The Licensee shall pay to the Licensor within thirty (30) days of written demand, in addition to any other monies payable hereunder during the Term or any extension thereof, an annual amount equal to Seventy-Five percent (75%) of the amount which represents the reasonable allocation or assessment of annual realty taxes or grants and/or payments in lieu thereof applicable to the Lands as owned by the Licensor and used by the Licensee pursuant to this Licence for the purposes stated herein (the “Realty Payment”).

Use of Lands

- 5.
 - (a) The permission granted herein does not confer any rights in regard to any lands and roadways which are not under the Licensor’s jurisdiction and control.
 - (b) The Licensee shall ensure that any of its products stored on the Lands shall be stored in such a manner to ensure that under the Licensor’s full operating conditions, no electrical charges will be induced onto the products or any other of property the Licensee’s property which may be on the Lands.
 - (c) The Licensee shall be permitted to store materials and products other than those permitted under the Use on the Lands provided that it obtains the prior written approval of the Licensor.

- 6. The Licence is subject to the subsurface easement in favour of Hydro One Telecom Inc. and to all leases, subleases, easements, licences, permits, rights of use or occupation,

secondary uses or other rights now existing or hereafter renewed or extended or entered into by the Licensors. The Licensors hereby reserves the unrestricted right in the Licensors's sole discretion without any claim or compensation to the Licensee, to renew, extend, issue or grant such rights aforesaid on terms and conditions entirely satisfactory to the Licensors.

7. The Licensee acknowledges that no representations or warranties have been made by the Licensors, or anyone acting on its behalf, as to the condition of or title to or the use or zoning of or with respect to any other matter or thing in connection with the Lands or as to the performance of any parts thereof or as to the presence or absence of hazardous substances on the Lands including, without limitation, urea formaldehyde foam insulation and any Environmental Contaminant. The Licensee acknowledges that the Lands are licensed on an "as is, where is" basis and without any representation, warranty, covenant, or condition as to title, description, fitness for purpose, or use, zoning, physical condition, environmental condition, soil condition, quantity, or quality thereof or in respect of any other thing whatsoever and the Licensee shall complete the term of this Licence or any extension thereof without abatement of the Licence Fee or any other claim in respect of the Lands or the use thereof. The Licensee acknowledges and agrees that the Licensors shall not be required to undertake any work whatsoever with respect to the Lands.

Licensee's Covenants

8. The Licensee shall comply with all provisions of law, including, without limitation, all federal and provincial legislative enactments, municipal by-laws and any other governmental or municipal by-laws, regulations and orders that relate to the Lands, the Licence or the exercise of any of the rights or obligations in the Licence herein granted.
9. The Licensors shall provide the Licensee with a defined access and crossing with respect to the Lands and the Licensee agrees only to use such defined access and crossing point.
10. The Licensee agrees that while the gates, if any, to the Lands are open, any access to the Lands will be the Licensee's responsibility, and the Licensee further agrees that these gates must be kept closed when the Licensee is not using the Lands.
11. The Licensee shall maintain the Lands and any of the Licensee's installations thereon in a neat and tidy condition satisfactory to the Licensors.
12.
 - (a) The Licensee shall use its continuing efforts to ensure that it shall not, except as expressly permitted by this License: (i) use or permit to be used any part of the Lands for any dangerous, noxious or offensive activity; and (ii) do or bring anything or permit anything to be done or brought on or about the Lands which the Licensors may reasonably deem to be hazardous or a nuisance to any other Licensee on the Lands, if applicable, or any other persons permitted to be on the Lands.
 - (b) The Licensee shall not store, bring in or permit the presence of any Environmental Contaminant in or on the Lands except if such is required for the Licensee's use of the Lands as permitted by this License, and then only if the Licensee is in strict compliance with all laws and requirements of all relevant Authorities, including, without limitation, Environmental Laws, occupational health and safety laws, regulations, requirements, permits and by-laws.
 - (c) If the Licensee shall bring or create upon the Lands, any Environmental Contaminant contrary to the terms of this Agreement, then such Environmental Contaminant shall be and remain the sole property of the Licensee and the Licensee shall remove same, at its sole cost and expense as soon as directed to do so by any Authority, or if required to effect compliance with any Environmental Laws, or if required by the Licensors. If any such Environmental Contaminant is not removed forthwith by the Licensee, the Licensors shall be entitled, but not required, to remove the same on the Licensee's behalf, and the Licensee shall reimburse the Licensors for the cost and expense thereof.

- (d) In addition to and without restricting any other obligations or covenants herein, the Licensee covenants that it will:
 - (i) comply in all respects with all Environmental Laws relating to the Lands or the use thereof;
 - (ii) promptly notify the Licensors in writing of any notice by any Authority alleging a possible violation of or with respect to any other matter involving any Environmental Laws relating to the Lands, or relating to any person on or about the Lands for whom the Licensee is in law responsible, or any notice from any other party concerning any release or alleged release of any Environmental Contaminant from the Lands;
 - (iii) promptly notify the Licensors of the existence of any Environmental Contaminant on the Lands to the extent released, deposited, placed or used upon the Lands by the Licensee or any person for whom the Licensee is responsible in law; and
 - (iv) provide the Licensors with copies of all environmental studies and reports that it possesses or enters into respecting the Lands.
- 13. In addition to and without restricting any other obligations or covenants contained herein, the Licensee shall indemnify and hold the Licensors harmless at all times from and against any and all losses, damages, penalties, fines, costs, fees and expenses (including legal fees on a solicitor and client basis and consultants' fees and expenses) resulting from:
 - (a) any breach of or non-compliance with the foregoing environmental covenants of the Licensee; and
 - (b) any legal or administrative action commenced by, or claim made or notice from, any third party, including, without limitation, any Authority, to or against the Licensors, arising from the introduction of Environmental Contaminants onto, or the release of Environmental Contaminants from, the Lands by the Licensee or those for whom it is responsible in law, including any and all costs associated with air quality issues.
- 14. The Licensee shall not in any way use or trespass on any lands adjoining the Lands.
- 15. The Licensee shall not leave any open trenches on the Lands unattended. All open trenches shall be completed and clearly fenced in, with such fencing to remain up for the duration of the trenching work.
- 16. The Licensee agrees that:
 - (a) it shall ensure that the supply and installation of all services on and in the Lands associated with the works, including clearing, grubbing, excavation, filling, compaction, grading, ditches, topsoiling, seeding, landscaping and planting. Notwithstanding the text and illustration on engineering plans the works shall be designed and constructed to withstand the following loads:
 - (b) there shall be no loading or storage of material under the live overhead conductors. Loading or temporary storage of material is permitted elsewhere on the Lands, but the exact location of this activity must first be clearly identified and approved by the Licensors;
 - (c) any access must be identified and approved by the Licensors and fenced with temporary snow fences, for the duration of this Licence, in order to keep equipment away from any structures, or live overhead apparatus;
 - (d) the Use shall not, in the Licensors' sole discretion, in any way reflect improperly on the Licensors;
 - (e) a distance of five (5) metres shall be maintained from all guy wires and structures. The Licensee, prior to access, shall ensure that all guy wires are properly flagged;

17. The Licensee covenants and agrees that the Licensee, its uses, works, installations, equipment, improvements, property and Permittees shall not in any way interfere with, obstruct, delay or cause any damage or inefficiencies to any works of the Licensor or of the Licensor's Permittees, or to the Licensor's Transmission System or Distribution System now or hereafter constructed or contemplated on, in or in respect of all or any portion of the Lands from time to time, and without limiting the generality of the foregoing, the Licensee shall ensure that the height of any vehicle, load or other object, including attachments, or people standing thereon near the Licensor's Transmission System or Distribution System does not exceed 4.115 metres (13.5 feet) above the existing grade.

Default

18. If the Licence Fee or any other amount payable hereunder is not paid when due, the Licensor shall provide written notice to the Licensee of such arrears and the Licensee shall have ten (10) consecutive days from the delivery of such notice within which to pay such arrears, failing which the Licensor may terminate this Licence without any further notice.
19. In the event of default in payment of any amount due by the Licensee hereunder, interest shall accrue and be payable on such amount at that rate of 19.56 per cent per annum. Acceptance of any overdue payment or interest shall not constitute a waiver of any rights or remedies that the Licensor may have hereunder or at law.
20. In the event of any default of the Licensee in performing any work, repairs, or other obligations of the Licensee under this Licence or making any payments due or claimed due by the Licensee to third parties, the Licensor may perform any such work, repairs, or other obligations of the Licensee or make any payments due or claimed to be due by the Licensee to third parties, and without being in breach of any of the Licensor's covenants hereunder and without thereby being deemed to infringe upon any of the Licensee's rights pursuant hereto, and, in such case, the Licensee shall pay to the Licensor forthwith upon demand all amounts paid by the Licensor to third parties in respect of such default and all costs of the Licensor in remedying or attempting to remedy any such default.
21. In the event of default of any of the terms or obligations in this Licence by the Licensee other than payment of any amount due hereunder, the Licensor may provide written notice to the Licensee specifying the default, and if the default is not remedied or if adequate and sufficient measures are not being taken to satisfactorily remedy the same within seven (7) consecutive days of the delivery of the notice, the Licensor may terminate this Licence immediately upon the expiration of the seven (7) day period aforesaid without any further notice.

Right to Enter or Terminate

22. The Licensor reserves the right to inspect the Lands at any time. If in the opinion of the Licensor the Licensee does anything or permits anything to be done on the Lands or the adjacent lands of the Licensor which may be a nuisance, cause damage, endanger or interfere with access for the Licensor's Transmission System or Distribution System or be considered dangerous or offensive by the Licensor acting reasonably, the Licensor may at the Licensee's expense, forthwith remove, relocate or clear the offending activity from the Lands and/or the Licensor's adjacent lands without being liable for any damages caused thereby and the Licensee shall reimburse the Licensor for all expense to the Licensor in so doing or the Licensor may require the Licensee to immediately remove, relocate, clear or cease such activity.
23. The Licensor and anyone acting pursuant to its authority may at any time upon twenty-four hours' prior written notice to the Licensee or at any time without notice in case of emergency enter on the Lands and inspect, operate, maintain, repair, re-arrange, add to, upgrade, reconstruct, replace, relocate and remove any of the Licensor's works or equipment or the Licensor's Transmission System or Distribution System and further may construct, add, inspect, maintain, repair, alter, re-arrange, relocate and remove such new works or equipment or new Transmission System or Distribution System as the Licensor determines necessary or desirable and the Licensor shall not be liable for and are hereby released from all damages, losses, injuries, costs, charges, expenses, suits,

proceedings, claims and demands arising in connection with carrying out the work aforesaid, including, without limitation, all claims for damages, indemnification, reimbursement or compensation by reason of loss, interruption or suspension of business or interference or inconvenience howsoever caused or physical damage to the Lands.

24. Despite anything to the contrary in this Licence and without prejudice to the rights of the Licensors hereunder or otherwise, the Licensors shall have the option in its sole discretion at any time(s), to be exercised in each instance by seven (7) consecutive days' prior written notice to the Licensee, to terminate this Licence in whole or in part, as the case may be, if the Licensee, its permitted uses, works, installations, equipment, improvements, property and Permittees in any way interfere with, obstruct, limit or impede the right of the Licensors to use the Lands to operate a Transmission System or Distribution System all without any claim by or compensation for the Licensee including without limitation for any inconvenience, interruption, nuisance, discomfort, relocation or removal costs caused thereby, but subject to an adjustment in the Licence Fee payable hereunder.
25. If the Licensors deliver notice of termination pursuant to section 31 above, then all or such required portion of the Lands shall be deemed deleted from this Licence effective on the date set out in such notice (the "Effective Date") and the Licence shall be deemed to have been terminated or amended, as the case may be, in respect of such specific area(s) as of the Effective Date. In the event of delivery of notice of termination aforesaid, the Licensee shall at its sole expense and without claim or compensation of any kind remove or cause its works to be removed from the Lands or such specific area(s) on or before the Effective Date in the manner set out in section 24 above. Without prejudice to the rights of the Licensors hereunder, the Licensors will consider any reasonable request from the Licensee to continue beyond the Effective Date the Licensee's use of the Lands.

Indemnity and Release

26.
 - (a) All persons and property at any time on the Lands shall be at the sole risk of the Licensee, and the Licensors shall not be liable for any loss, damage, or injury, including loss of life, to them or it however occurring and the Licensee releases both the Licensors from all claims and demands in respect of any such loss, damage or injury.
 - (b) The Licensee shall assume all liability and obligation for any and all loss, damage, or injury (including death) to persons or property that would not have happened but for this Licence or anything done or maintained by the Licensee thereunder or intended so to be, and the Licensee shall at all times indemnify and save harmless the Licensors and its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, appointees and all others for whom the Licensors is responsible in law and its affiliates and its respective successors, administrations, permitted assigns, directors, officers, employees, agents, servants, representatives, from and against all such loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims, or demands arising therefrom or connected therewith. The Licensee expressly recognizes and acknowledges that the Licensors has installed and maintained or has the right to install and maintain a Transmission System or Distribution System on the Lands, and willingly assumes any and all risks associated with its proposed activities in such close proximity to such systems. Notwithstanding the above, the Licensee shall not be liable hereunder for any loss, damage or injury to the extent that it arises from the gross negligence of the Licensors.
 - (c) The Licensee shall at its own expense, arrange and maintain a liability insurance policy satisfactory to the Licensors in the minimum amount of Five Million dollars (\$5,000,000.00) in order to indemnify the Licensors as provided in subsection 36 (b) of this Licence. The Licensee shall pay any and all deductibles with respect to any claim arising thereunder. Such insurance shall (1) name Hydro One Networks Inc. as additional insureds, (2) contain a cross liability clause, and (3) specify that it is primary coverage and not contributory with or in excess of any insurance maintained by the Licensors. A

certified copy of such policy or satisfactory certificate in lieu thereof shall be delivered to the Licensors prior to the Starting Date.

27. In order to induce the Licensors to grant this Licence and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Licensee on behalf of itself, its successors and assigns, hereby:
- (a) releases and forever discharges the Licensors and each of their respective successors and assigns, from any and all actions, causes of action, claims and demands for damages, loss or injury, howsoever arising, which heretofore may have been and which may hereafter be sustained by the Licensee, its successors and assigns, in respect or in consequence of the termination of this Licence in whole or in part(s), as the case may be, including all damages above described as well as all damage, loss or injury not now known or anticipated but which may arise in the future and all effects and consequences thereof;
 - (b) agrees not to make any claim or take any proceedings against any other person or corporation who might claim contribution or indemnity under common law or under the provisions of the *Negligence Act* and the amendments thereto from the Licensors; and
 - (c) agrees that the Licensors may plead this Licence as an estoppel.

Assignment

28. The Licensee shall not assign, transfer, sublease, part with possession or dispose of all or any part of the Lands or this Licence or any privileges or interests hereby granted to it without the prior written consent of the Licensors which may be unreasonably or arbitrarily withheld, failing which the Licensors shall be entitled to terminate this Licence immediately after the occurrence of such breach.

General

29. The Licensee and Licensors agree to take all necessary precautions to maintain the confidentiality of the terms and conditions contained herein.
30. The failure of any party to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants under this Licence shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other or subsequent breach thereof nor a waiver by that party any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which the party has failed to exercise such right, power or option. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the applicable party which expressly waives a right, power or option under this Licence.
31. The Licensee and any of its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, and appointees shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Licensors, with the Licence or the exercise of any of the rights or obligations of the Licensee hereunder. The Licensee shall disclose to the Licensors in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

For clarification, a "conflict of interest" means, in relation to the performance of its contractual obligations pursuant to this Licence, the Licensee's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to this Licence.

Where this Licence requires notice to be delivered by one party to the other, such notice shall be given in writing and delivered either personally, or by pre-paid registered post or by telecopier, by the party wishing to give such notice, or by the solicitor acting for such

party, to the other party or to the solicitor acting for the other party at the addresses noted below. In the case of notice to the Licensor, to it in care of:

Hydro One Networks Inc.
Real Estate Services
185 Clegg Road
Markham, Ontario L6G 1B7

Attention: Manager, Real Estate Services

Telephone: 905.946.6236
Telecopier: 905.946.6242

and, in the case of notice to the Licensee, to it in care of:

The City of Clarence-Rockland
1560 rue Laurier Street,
Rockland, ON K4K 1P7

Attention:

Telephone:
Email:

The provisions of this Licence shall be binding upon and enure to the benefit of the Licensor and the Licensee.

32. No interest in the Lands is being conveyed by the granting of this Licence and the Licensee shall not register the Licence or any notice in respect thereof on title without the prior written consent of the Licensor, which consent may be arbitrarily withheld.
33. This Licence shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.

IN WITNESS WHEREOF the parties hereto have the parties hereto have caused this Agreement to be executed by the signatures of their proper officers, as of the day and year first written above.

THE CITY OF CLARENCE-ROCKLAND

Per:_____
Name:
Title:

Per:_____
Name:
Title:

I/We have authority to bind the Corporation.

HYDRO ONE NETWORKS INC.

Per:_____
Name:
Title:

I have authority to bind the Corporation.

SCHEDULE “A”**HYDRO ONE NETWORKS INC. TERMS AND CONDITIONS**

1. The Use will entail the supply, construction and installation, at the sole expense of THE LICENSEE, of the following:
 - (a) Supply and installation of all services on and in the Lands associated with the Works shall be designed and constructed to withstand the following loads:
 - (i) Moving heavy equipment, as per CL-625-ONT truck load according to CSA-S6 (Canadian Highway Bridge design code); and
 - (ii) Moving mobile cranes set up for work with counterweights in place – 267 KN per tandem axle, dual wheel, 1.53m axle spacing, 360mm tires;
 - (b) Any underground pipe, duct, cable, culvert, or bridge installation must be capable of withstanding the weight of heavy construction equipment; and
 - (c) Other miscellaneous work as may be included as part of the Use from time to time (hereinafter together with section 1(a) above shall collectively be called the "Construction"), save and except any aerial service lines or pole mounted facilities, such as electrical power, telephone, cable television, street lighting or other similar pole mounted facilities for which THE LICENSEE shall make separate submission to HONI for approval.
2. THE LICENSEE shall at all times at its sole expense to the satisfaction of HONI during the term of this Agreement and any permitted extension(s) or renewal(s) thereof:
 - a) Agree that HONI is not responsible for any damages or injuries resulting from ice falling from structures or conductors;
 - b) Reimburse HONI for all expenses incurred or paid or payable by HONI associated with all of the subsequent restoration of any disturbed area of the Lands; and
 - c) Reimburse HONI for any expense incurred by HONI to install any crossing ramp or crossing plating on the Lands as a result of the Works.
3. THE LICENSEE covenants and agrees that prior to the commencement of construction, THE LICENSEE shall at all times, at its sole expense in a manner satisfactory to HONI:
 - a) Provide HONI with and secure its consent to its proposed construction schedule and not deviate therefrom without written notification and agreement of HONI;
 - b) Inform all its contractors of any special conditions in the construction area of the Lands, including it being a high-voltage environment and ensure all contractors and invitees comply with all safety and environmental laws and all rules and regulations applicable thereto. The transmission line(s) on the Lands is designed to operate at 44 kV;
 - c) Erect signage on the Lands in accordance with the *Occupational Health and Safety Act*, R.S.O., 1990, c. O.1 (“OHSA”). Signs must be clearly visible, and maintained upright at all times during the Term or any renewal thereof;
 - d) Ensure all proposed works on the Lands provide adequate overhead transmission line clearance from the high voltage conductors at maximum sag conditions to the proposed ground elevations;
 - e) Ensure that safe working clearances as specified in the OHSA for workers and equipment are maintained at all times during construction activities. The transmission line(s) on the Lands is designed to operate at 44 kV. THE LICENSEE shall not use any equipment on the Lands closer than 3.0 metres (10 feet) to all HONI electrical wires;
 - f) THE LICENSEE is responsible for arranging underground locates prior to digging or auguring any holes, or performing any excavation works;
 - g) Give HONI a minimum of seventy-two (72) hours notice prior to the commencement of construction so that HONI, at its sole discretion, may have its representatives present at THE LICENSEE’s expense, to ensure conformity with the terms and conditions of this agreement;

- h) Mark all poles and guy wires on the property with bright markers, such as yellow plastic guards on the guy wires, and either red or yellow tape or paint on the poles at eye level and lower, to avoid potential hazards. These markers must be in place prior to the commencement of construction and left on and kept in good condition for the duration of the Term or any renewal thereof;
- i) Proposed drainage ditch or drains of any kind crossing or within the Lands must be pre-approved by HONI and meet the following conditions:
 - (i) Any culvert or similar crossing must allow HONI and its contractors, linear crossing of the ditch at all times;
 - (ii) The culvert must be capable of withstanding heavy loads, specifically meeting the loading requirements in section 1(a);
 - (iii) Must be at a minimum cement culvert with appropriate cover that will never require maintenance;
 - (iv) The culvert must be a minimum of 7.62 metres (25 feet) wide;
 - (v) The culvert must be kept free of debris and water blockage;
 - (vi) The culvert must be capable of handling flows considered to be heavy as would be evaluated in 100 year storm water run-off; and
 - (vii) Swales proposed must have a culvert installation to ensure crossing of the swale will not result in damage, and create ruts that do not allow water to pass effectively and prevent HONI's access to its facilities at any time;
- j) Ensure the Works do not interfere with the natural drainage patterns along the Lands and does not result in standing water anywhere on the Lands;
- k) Any change in grade that may adversely affect the present water flow on or within the Lands must be reviewed and approved by HONI; and
- l) Ensure that access to HONI's structures and works is maintained at all times. HONI maintenance and repair equipment includes large heavy rubber tired road vehicles and large heavy tracked equipment. An adequately sized work zone must be maintained at the base of a structure at all times. HONI requires 15.0 metres (49 feet) of clearance on all sides around its structures as measured from the legs of the structures in order to carry out maintenance operations. No activity that restricts HONI's access to its structures will be permitted on the Lands;
- m) Install temporary fencing around all HONI's transmission line structures and associated equipment. The temporary fencing must be at a minimum a 1.22 metres (4 feet) high orange nylon snow fence, maintained in an upright condition for the duration of construction. Fencing must be installed at a minimum of 3.0 metres (10 feet) away from all HONI owned structures and equipment;
- n) Shall not obstruct access to HONI facilities, at any time, during construction or after the facilities are in service. The Lands must be kept free of all debris and equipment which could prohibit access to HONI facilities;
- o) Be responsible for maintaining security of the site and for the safety of its workers and contractors on the Lands;
- p) Suspend its operations, if required, in the case of HONI emergency work, until HONI crews have completed their work;
- q) Within 10.0 metres (33 feet) of tower footings grading and/or excavation work must be carried out by hand or by using a VAC system in order to protect the tower foundations.

4. During construction of the Works THE LICENSEE shall at all times, at its sole expense:

- a) Obtain confirmation and approval in writing from HONI of any deviations from the plans approved by HONI;
- b) Not erect or allow any structures, buildings, sheds, outhouses, installations, works, work shacks to be erected, built or installed; nor store or locate any materials, equipment, garbage, refuse, snow, ice, soil, on the Lands except in those places or in such manner as shall be approved in writing by HONI;
- c) Not dispense gasoline, diesel fuel or any other combustible substance within the limits of the Lands, nor store these substances on the Lands;
- d) Not store flammable substances on the Lands;

- e) Not place or store under the transmission lines on the Lands any metal garbage bins, construction trailers, nor park tractor trailers under the transmission lines;
- f) Erect satisfactory temporary barriers on access routes and make all reasonable efforts to prevent unauthorized use of these routes by private or commercial vehicles;
- g) Participate in and attend from time to time as requested HONI arranged co-ordination meetings with representatives of THE LICENSEE's contractors, if required;
- h) Comply satisfactorily with all instructions of HONI's representative from time to time including without limitation, instructions to halt construction if, in the opinion of such inspectors, HONI's works from time to time may be interfered with, or the safety of the public or such works may be in danger, or the Works are not being constructed in accordance with the terms and conditions of this agreement;
- i) Contact HONI immediately when HONI's buried counterpoise (ground wire(s)) are exposed, damaged or cut through; and
- j) Provide HONI minimum of thirty (30) days prior notice of all blasting operations. THE LICENSEE must ensure ground vibrations do not exceed a peak particle velocity rate of 50 millimetres per second, and shall further ensure that appropriate blast-mats are in place during all blasting operations within 61 metres (200 feet) of any transmission line to eliminate damage or injury to HONI's plant and equipment from blasted flyrock.

5. After construction of the Works, THE LICENSEE shall, at all times at its sole expense and to the satisfaction of HONI:

- (a) Advise HONI, seventy-two (72) hours prior notice in writing, that all construction on the Lands has been completed and ready for HONI's inspection if required to ensure that all proper clearance requirements are maintained;
- (b) Repair and restore all fences, gates and improvements (including, without limitation, field tiles and wells) to a condition equivalent to that existing prior to installation of the Works;
- (c) Restore all earth, topsoil and ground cover disturbed by construction, and do all requested or necessary grading to ensure soil and slope stability to the satisfaction of HONI. The remaining unoccupied width of the Lands must be at least 6.0 metres (20 feet) for longitudinal corridor access and mid-span maintenance of the lines. Access routes should not have a slope greater than ten per cent (10%); and
- (d) Reimburse HONI within thirty (30) days of invoicing all costs incurred by HONI for replacing, relocating or repairing all or any of HONI's works as a result of the Use and construction or presence of the Works and/or for any costs incurred by HONI pursuant to this Agreement.

7. THE LICENSEE shall not perform nor allow to be performed any act, which shall cause further encroachment over or upon the Lands and without limiting the generality of the foregoing, THE LICENSEE shall:

- (a) Not increase the size nor alter the position of the Works;
- (b) Not install any light standards, flag poles, power distribution pole lines or other aerial installations on the Lands, whether temporary or permanent, without the written approval from HONI;
- (c) Not plant, without prior permission, other than grass or approved species in accordance with then current HONI's Forestry policy. All plantings and landscape must be reviewed and approved by HONI on proper numbered drawings;
- (d) Keep tower bases clear of plantings, material storage or debris of any kind at all times. A 3.0 metre (10 feet) radius around HONI structures must be left unpaved for access to structure footings; and
- (e) Not burn brush, agricultural, or construction debris on the Lands.

8. The failure of HONI to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants under this Agreement shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other or subsequent breach thereof nor a waiver by HONI at any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which HONI has failed to exercise such right, power or option. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of HONI which expressly or impliedly waives a right, power or option under this Agreement.

SCHEDULE “B”

HONI File: Clarence TWP 632.1-7360

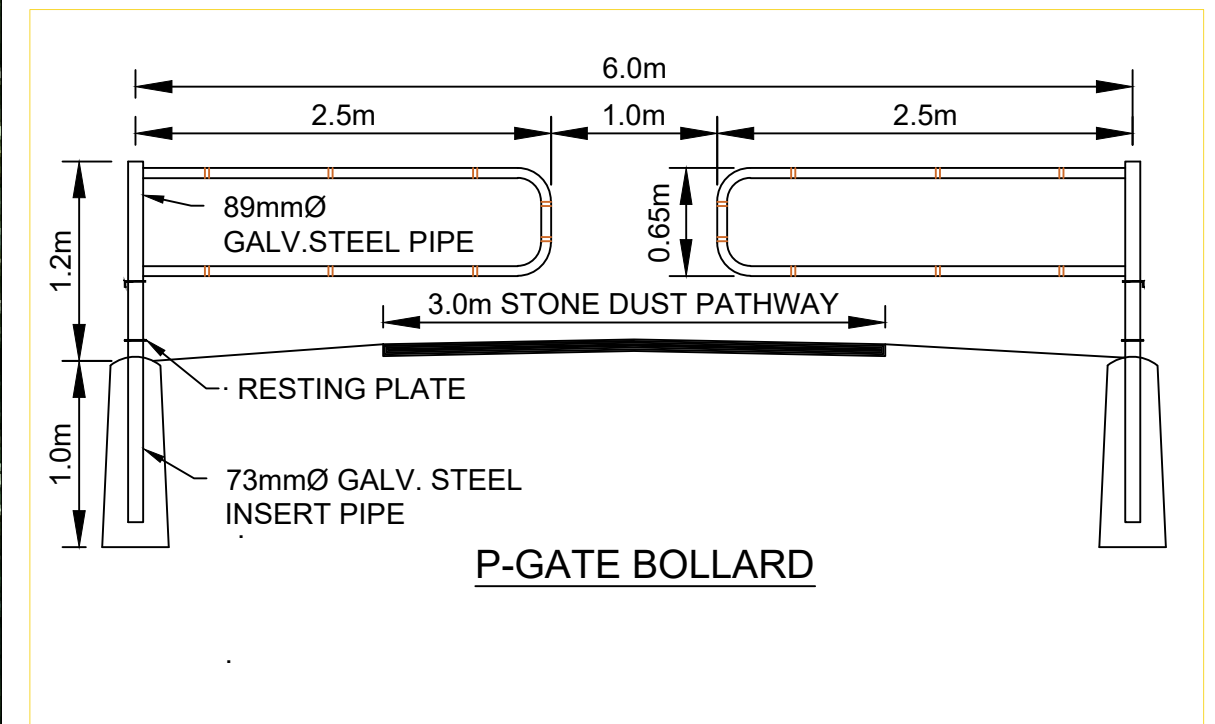
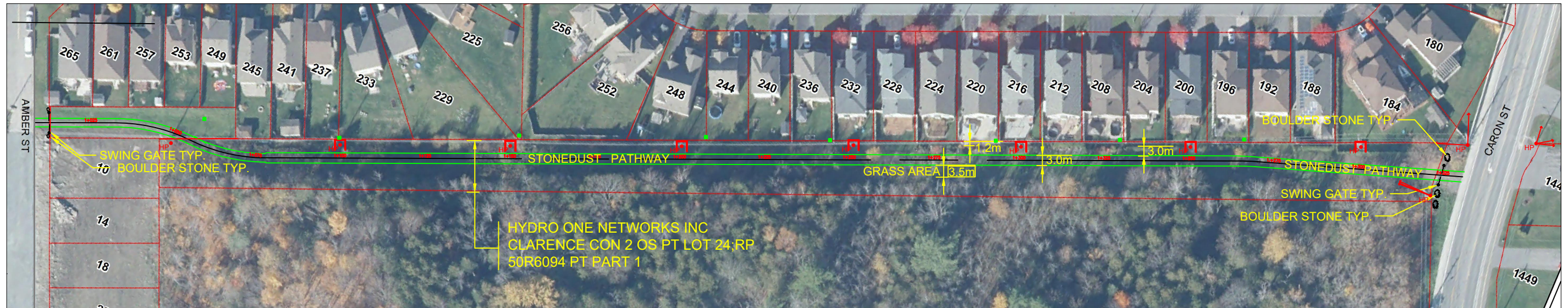
Licensee: The City of Clarence-Rockland

Legal Description: Part of Lot 14, Concession 1 Old Survey, Clarence Township

Total Area: 1.5 acre



Schedule "B-1"





RAPPORT N° LOI2021-03-03

Date	24/03/2021
Soumis par	Alain Hupé
Objet	Contrat de service avec Hydro One Networks Inc – Sentier récréatifs (Caron – Amber)
# du dossier	

1) **NATURE / OBJECTIF :**

L'objectif du présent rapport est d'obtenir l'autorisation du conseil afin de procéder à la signature d'entente de service entre la Cité Clarence-Rockland et Hydro One Network Inc. L'entente d'une durée de 10 ans renouvelable permettra d'obtenir un droit d'utilisation et de passage sur le terrain appartenant par Hydro One qui est situé entre le chemin Caron et Amber.

2) **DIRECTIVE/POLITIQUE ANTÉCÉDENTE :**

Le conseil municipal a approuvé au budget capital 2021 une somme 205,000.00 (CS2105) pour le sentier multi-usage entre le chemin Caron-Amber.

3) **RECOMMANDATION DU SERVICE :**

ATTENDU QUE le conseil municipal a approuvé au budget capital 2021 une somme 205,000 \$ pour la construction d'un sentier multi-usage entre les rues Caron et Amber; et

ATTENDU QUE le terrain sur lequel le sentier sera construit appartient à Hydro One Networks Inc; et

ATTENDU QUE Hydro One Network Inc exige la signature d'une entente afin de permettre à la Cité de construire et de gérer le sentier;

QUE le Comité plénier recommande au conseil d'adopter un règlement autorisant le directeur des Services communautaires de signer une entente avec Hydro One Networks Inc., tel que recommandé au rapport no. LOI2021-03-03.

WHEREAS Municipal Council has approved \$205,000.00 in the 2021 Capital Budget for the construction of a multi-usage pathway linking Caron St. to Amber St; and

WHEREAS Hydro One Network Inc is the owner of the parcel of land on which the pathway will be constructed on; and

WHEREAS Hydro One Networks Inc requires the signature of an agreement in order to authorize the City to construct and manage the multi-use pathway;

THAT the Committee of the Whole recommends that Council adopts a By-law to authorize the Director of Community Services to sign an agreement with Hydro One Networks Inc, as recommended in Report no. LOI2021-03-03.

4) **HISTORIQUE :**

Le conseil municipal a approuvé au budget capital 2021 une somme 205,000.00 (CS2105) pour le sentier multi-usage entre le chemin Caron-Amber.

Suite à une série de communication avec Hydro One Network Inc, la Cité doit signer une entente afin de pouvoir construire et de gérer le sentier.

La société Hydro One proposait une entente d'une durée maximale de 5 ans. Au terme de cette entente, la Cité Clarence-Rockland devait refaire une demande de renouvellement pour 5 ans additionnelles. Une demande d'une entente de 20 ans fut proposée et refusée. La société Hydro One a accepté de prolonger l'entente pour une durée de 10 ans (renouvelable).

5) **DISCUSSION :**

Nous avons questionné Hydro One à plusieurs reprises par rapport à la durée de l'entente. Les Services communautaires veulent s'assurer que l'investissement dans la construction du sentier soit protégé à long terme ce qui explique pourquoi l'entente initiale voulue était pour plus de 20 ans. Toutefois Hydro One a refusé de signer une entente de plus de 10 ans. Les représentant d'Hydro One nous ont confirmé que l'ensemble des contrats qu'ils signent avec les municipalités sont des ententes de 5 ans renouvelables.

6) **CONSULTATION :**
S.O.

7) **RECOMMANDATION OU COMMENTAIRES DU COMITÉ :**
S.O.

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

Les frais d'ingénieur et de révision sont payable à Hydro One Networks Inc pour le montant de 750\$ + HST pour la durée de l'entente. Ce montant est inclus dans la somme du budget capital approuvé.

9) **IMPLICATIONS LÉGALES :**

S.O.

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

S.O.

11) **IMPLICATIONS STRATÉGIQUES :**

Plan directeur des parcs et loisirs concernant les recommandations du sentier tel que mentionné ont la section 2.4.6.

"Des pistes cyclables procurent une gamme d'avantages à la communauté, y compris; encourager l'activité physique chez les résidents; encourager le tourisme sportif et améliorer la sécurité des conducteurs d'automobiles et des circuits.

Plan directeur des transports actifs - 5.1.1 (sentier multi-usage) et 5.2.2. (table 5.8 sentiers multi-usages)

12) **DOCUMENTS D'APPUI:**

- Licence HONI LANDS - Clarence 632.1-7360 Recreational
- Proposed by-law

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**BY-LAW 2021-26****BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO SIGN A FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT WITH THE FIRE MARSHAL**

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

WHEREAS the Council of the Corporation of the City of Clarence-Rockland deems it expedient to sign a Fire Safety Grant Transfer Payment Agreement with the Fire Marshal, according to the Fire Safety Grant Program;

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

- 1. THAT** Municipal Council authorizes the Mayor and Clerk to sign a Fire Safety Grant Transfer Payment Agreement with the Fire Marshal;
- 2. THAT** the agreement be in the form hereto annexed and marked as Schedule "A" to this by-law;
- 3. THAT** this by-law shall come into force on the day of its adoption and shall remain in force until it is repealed.

READ, PASSED AND ADOPTED BY COUNCIL THIS 7TH DAY OF APRIL, 2021.

Guy Desjardins, Mayor

Monique Ouellet, Clerk

FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the Click or tap here to enter text. day of Choose an item., 20Click or tap here to enter text. (the “**Effective Date**”)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Office of the Fire Marshal**

(the “**Province**”)

- and -

City of Clarence-Rockland

(the “**Recipient**”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Reports, and

any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 In the event of a conflict or inconsistency between the Additional Provisions and Schedule “A”, the Additional Provisions will prevail.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Office of the Fire
Marshal**

Click or tap here to enter text.

Date

Signature: _____

Name: Douglas Browne

Title: Deputy Fire Marshal

City of Clarence-Rockland

Click or tap here to enter text.

Date

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

I have authority to bind the Recipient.

SCHEDULE “A”

GENERAL TERMS AND CONDITIONS

A1.0 DEFINITIONS

A1.1 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A12.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on March 31, 2021 and ending on August 31, 2021; and

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province extends that time.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “E”.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement;
- (c) it has, and will continue to have the experience and expertise necessary to carry out the Project;
- (d) it is in compliance with, and will continue to comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully; and
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on March 31, 2021 and will expire on the Expiry Date.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds allocated as part of this grant exercise;
- (b) provide the Funds to the Recipient in accordance with the payment plan set out in Schedule “D”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without a conflict of interest. The Recipient will disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A6.0 REPORTING, ACCOUNTING AND REVIEW

A6.1 Preparation and Submission. The Recipient will submit to the Province at the address referred to in section A15.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “E”, or in a form as specified by the Province from time to time.

A6.2 Record Maintenance. The Recipient will keep, maintain and make available to the Province, its authorized representatives or an independent auditor identified by the Province for inspection and copying:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.0 COMMUNICATIONS REQUIREMENTS

A7.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province for the Project in a form and manner as directed by the Province.

A7.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A8.0 INDEMNITY

A8.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A9.0 INSURANCE

A9.1 Recipient's Insurance. The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability

arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

A9.2 Proof of Insurance. If requested, the Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A9.1.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A10.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested by the Province;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A10.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A10.3 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

A11.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient the payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A12.0 FUNDS UPON EXPIRY

A12.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A13.0 NOTICE

A13.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

A13.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five business days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one business day after the Notice is delivered.

A14.0 **CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A14.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A15.0 **INDEPENDENT PARTIES**

A15.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A16.0 **ASSIGNMENT OF AGREEMENT OR FUNDS**

A16.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' permitted assigns.

A17.0 **GOVERNING LAW**

A17.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A18.0 **FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A18.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the

TP Agreement – Shortened

requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A19.0 SURVIVAL

A19.1 **Survival.** All Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

Maximum Funds	\$10,600.00	
Expiry Date	August 1, 2021	
Insurance	\$ 2,000,000	
Contact information for the purposes of Notice to the Province	Position: Address: Fax: Email:	
Contact information for the purposes of Notice to the Recipient	Position: Director of Protective Service / Fire Chief Pierre Voisine Address: City of Clarence-Rockland 1560 Laurier Street, Rockland, ON K4K 1J7 Fax: 613-446-1497 Email: pvoisine@clarence-rockland.com	
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Treasurer, Frederick Desnoyers Address: City of Clarence-Rockland 1560 Laurier Street, Rockland, ON K4K 1J7 Fax: 613-446-1497 Email: fdesnoyers@clarence-rockland.com	

Additional Provisions:

(None)

SCHEDULE “C”

PROJECT

The Municipal Fire Protection Grant has been established to provide critical support to municipalities in 2020-21 to offset costs and potential barriers for issues stemming from the COVID-19 pandemic. Such issues include access to training, and equipment or other critical upgrades that are needed at the local level to support virtual inspections.

Ontario's fire departments vary in size and capacity and they all serve different communities that each present different levels of risk. There is a significant cost to ensure that every department has skilled first responders who are adequately trained and equipped to meet the needs of their community.

Funding could represent the difference in allowing fire departments to train more staff, purchase much needed equipment to allow them to adapt and respond to COVID-19 related risks in their communities in a way that ensures both community and personnel safety.

The use of the one-time 2020-21 Municipal Fire Protection Grant will focus on the needs of municipal fire departments to ensure community safety with a focus on issues that have presented due to the COVID-19 pandemic, including:

- Training to offset the pressures in training as a result of the COVID-19 pandemic.
- Specialty training to respond to the dynamics of the COVID-19 pandemic and the need to ensure fire safety in their communities such as virtual inspections.
- Small improvements to fire department infrastructure, such as accessing high speed internet to support training and virtual inspections.

The fire service has expressed concerns with training and fire code compliance since the start of the pandemic. Some of these concerns include critical inspections being delayed or impacted given the apprehension with entering premises. Similarly, training has been impacted given that fire services have been responding to challenges associated with the pandemic (staffing shortages, increased calls for service, etc.). Many departments continued training online as the Office of the Fire Marshal enhanced its online course availability at the start of the pandemic. This emergency COVID relief funding provides support for increased access to training, support for fire code compliance inspections through virtual inspections, and equipment or other critical upgrades that are needed at the local level to support community risks during the pandemic and the switch to virtual training and inspections.

**Ministry of
Community Safety and
Correctional Services**

Office of the
Fire Marshal and
Emergency Management

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tel: 647-329-1100
Fax: 647-329-1143

**Ministère de la
Sécurité communautaire et
des Services correctionnels**

Bureau du
commissaire des incendies et
de la gestion des situations d'urgence

25, Avenue Morton Shulman
Toronto ON M3M 0B1
Tél. : 647-329-1100
Téléc. : 647-329-1143



March 25, 2021

Pierre Voisine
City of Clarence-Rockland
1560 Laurier Street
Rockland, ON K4K1P7

Dear Pierre Voisine,

Further to ongoing discussions regarding the Fire Safety Grant Program, I am writing to confirm that the fire service has agreed (in principle) to utilizing its grant allocation to support its intended purpose as outlined below.

The City of Clarence-Rockland will be provided a total of \$10,600.00 to support:

- Increased training opportunities

This aligns with the intended purpose of Fire Safety Grant Program.

As part of this process, formalization of the grant allocation and the Transfer Payment Agreement is required and will be tabled by you for your municipal council at its next meeting.

The Office of the Fire Marshal will reach out to finalize and execute the Transfer Payment Agreement once municipal council has had the opportunity to approve your proposal for spending the funds provided.

Sincerely,

Jon Pegg
Fire Marshal

Instructions to the Municipal Representative:

Please complete and submit a copy of this document to our office at ofm@ontario.ca by no later than March 29, 2021.

I hereby accept the grant allocation and proposed strategy for utilization, pending approval by City of Clarence-Rockland as outlined above.

Print Name: Pierre Voisine	Title: Director, Protective Services	Signature: 	Date: 2021-03-25
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SCHEDULE “D”**BUDGET**

Funding will be provided to the **City of Clarence-Rockland** upon execution of this Agreement. The funds will need to be spent by the municipality by August 1, 2021.

SCHEDULE “E”
REPORTS

As a condition of the Municipal Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by September 1, 2021 to outline how the grant was utilized at the department level.

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
BY-LAW 2021-27**

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 APRIL 7TH, 2021.

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 7TH DAY OF APRIL 2021.

Guy Desjardins, Mayor

Monique Ouellet, Clerk