

**Meeting #:** 2019-39  
**Date:** Monday, November 25, 2019, 7:00 PM  
**Location:** City Hall, Council Chambers, 360 Pitt Street, Cornwall, Ontario, K6J 3P9  
**Chair:** Bernadette Clement, Mayor  
**Prepared By:** Manon L. Levesque, City Clerk

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Pages

**In-Camera Session / Rise and Report from the In-Camera Meeting of  
Monday, November 25, 2019**

Motion to move into a Closed Meeting at 6:00 p.m. to address matters pertaining to Section 239 (2) and (3.1) of the Municipal Act, 2001.

A meeting or part of a meeting may be closed to the public if the subject matter being considered is:

**Item #1, Report #2019-235-CS, Lay Appointments to the Cornwall Public Library Board, Municipal Accessibility Advisory Committee and Environment and Climate Change Committee**

b) personal matters about an identifiable individual, including municipal or local board employees

**Item #2, Report #2019-238-IMW, Property Development**

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board

**Moment of Personal Reflection**

Réflexion personnelle

**National Anthem**

Hymne national

Our home and native land,  
True patriot love  
In all of us command.  
With glowing hearts  
We see thee rise,  
The true, north, strong, and free.  
From far and wide  
Oh Canada  
We stand on guard for thee.  
God keep our land  
Glorious and free.  
Oh, Canada we stand on guard for thee,  
Oh, Canada  
we stand on guard for thee.

Terre de nos aïeux,  
Ton front est ceint  
de fleurons glorieux!  
Car ton bras  
sait porter l'épée,  
Il sait porter  
la croix! Ton histoire  
est une épopée,  
Des plus brillants exploits.  
Et ta valeur,  
de foi trempée,  
Protégera nos foyers et nos droits.  
Protégera nos foyers  
et nos droits.

## **Acting Mayor**

The Acting Mayor for this month is Councillor Eric Bergeron.

## **Opening**

Ouverture

We acknowledge that we are gathering on the traditional territory of the Mohawk people of Akwesasne.

## **Roll Call**

Appel nominal

## **Additions, Deletions or Amendments**

Ajouts, retraits ou modifications

All matters listed under General Consent, save and except “Delegations” are considered to be routine and will be enacted by one motion. Should a Council Member wish an alternative action from the proposed recommendation, the Council Member shall request that this matter be moved to “Communications” at this time.

## **Adoption of Agenda**

Ratification de l'Ordre du jour

The following Ageing is being presented for adoption as presented /

amended.

## **Disclosure of Interest**

Déclarations d'intérêts pécuniaires

## **Committee of the Whole**

Séance de commission étendue à la chambre entire

We will now go into Committee of the Whole and that all Minutes, Presentations, Delegations, Consent/Correspondence, Resolutions, Reports and By-laws shall be considered and referred to that Committee.

## **Adoption of Minutes**

1

Ratification des procès-verbaux

The Minutes of the Regular Meeting of Council of November 12, 2019, are being presented for adoption.

## **Presentations**

Présentations

- 12.1 Protection and Enhancement of Tree Canopy and Natural Vegetation by Susan Towndrow, Cornwall Transition +, 2019-231-Corporate Services**

11

## **Delegations**

Délégations

## **Consent/Correspondence**

Consentement et correspondance

- 14.1 Proclamation – 100th Anniversary of Amalgamated Transit Union Local 946, 2019-234-Corporate Services**

26

Action Recommended

That Council proclaim December 3, 2019, as Amalgamated Transit Union Lot 946 Day in the City of Cornwall.

## **Resolutions / Business Arising from Notice of Motion**

## **To be considered by separate motion.**

Résolutions et affaires émanant des avis de motions / Pour être considéré par une motion séparé.

## **Unfinished Business Reports**

Rapports des affaires incomplètes

- |             |   |           |
|-------------|---|-----------|
| <b>16.1</b> | <b>Corporate Policy – Protection and Enhancement of Tree Canopy and Natural Vegetation, 2019-223-Planning, Development and Recreation</b> | <b>30</b> |
|-------------|---|-----------|

Action Recommended

That Council receive report 2019-223 and endorse the policy drafted by Administration.

- |             |   |           |
|-------------|---|-----------|
| <b>16.2</b> | <b>Electoral System Review, 2019-203-Corporate Services</b> | <b>53</b> |
|-------------|---|-----------|

Action Recommended

That Council receive Report 2019-203-Corporate Services.

- |             |  |           |
|-------------|--|-----------|
| <b>16.3</b> | <b>Follow-Up to Compensation for the Mayor, 2019-201-CAO</b> | <b>58</b> |
|-------------|--|-----------|

Action Recommended

That Council consider one of the following options to offset the impact of the elimination of the tax exemption for one third of the Mayor's salary:

Option 1

Increase the Mayor's contribution to a RRSP to 18% of the Mayor's annual salary to partially offset the impact of the tax free exemption.

Option 2

Provide a one-time increase in the Mayor's annual salary in the amount of \$8,000 which would result in the Mayor receiving the same net pay prior to the elimination of the tax free exemption.

## **Communications / Reports**

Communications et rapports

- |             |   |           |
|-------------|---|-----------|
| <b>17.1</b> | <b>Cornwall and Area Chamber of Commerce Request to Provide</b> | <b>71</b> |
|-------------|---|-----------|



## **Limited Complimentary Parking in December, 2019-226-Planning, Development and Recreation**

### **Action Recommended**

(a) That Council receive Report 2019-226

(b) That Council provide direction with respect to the Chamber of Commerce's

request.

## **Tenders and Requests for Proposals**

Soumissions et demandes de propositions

### **18.1 Municipal Works Two-Way Radio, 2019-210-Financial Services 75**

#### **Action Recommended**

That Council approve a non-competitive procurement for the lease and installation of a two-way radio communication system from BearCom for a term of five years for a total of \$233,740.50 (net cost to Corporation - \$210,490.56

## **New Business**

Nouvelles affaires

## **Passing of By-laws**

Adoption des règlements municipaux

By-laws By-laws 2019-144 to 2019-148 inclusive, listed on the Agenda, are being presented to Council for adoption.

### **20.1 2019-144 By-law, Agreements with Schools, 2019-202-Glen Stor Dun Lodge, 2019-201-Glen Stor Dun Lodge 78**

### **20.2 2019-145 Annual Renewal of Service Contracts for Child Care, 2019-202-Social and Housing Services, 2019-203-Social and Housing Services 83**

### **20.3 2019-146 A By-law to amend By-laws 001-2005, 063-2009 and 2017-045 and to appoint Deborah Caskenette to officiate Civil Marriage Solemnization for the City of Cornwall, 2019-228-Corporate Services 136**

<b>20.4</b>	<b>2019-147 By-law, New Service Fee for Ambulance Call Reports, 2019-205-Cornwall SDG Paramedic Services, 2019-206-Cornwall SDG Paramedic Services</b>	<b>139</b>
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<b>20.5</b>	<b>2019-148 A By-law to amend Sections of the Traffic &amp; Parking By-law 069-89, 2019-237-Infrastructure and Municipal Works</b>	<b>143</b>
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## **Reports from Standing / Special Committees of Council**

Rapports des comités du Conseil

## **Notice of Motion**

Avis de motion

## **Pending Business Listing**

Liste des dossiers incomplets

The Pending Business Listing of Monday, November 25, 2019, is being presented to Council to receive.

<b>23.1</b>	<b>Unfinished Business Listing for November 25, 2019, 2019-224-Corporate Services</b>	<b>154</b>
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Action Recommended

That Council receive the Unfinished Business Listing for November 25, 2019.

## **Confirming By-law**

Règlement municipal de ratification

By-law 2019-149, being a By-law to confirm the proceedings of the Council of The Corporation of the City of Cornwall at its meetings held on Monday, November 25, 2019, is being presented to Council for adoption.

<b>24.1</b>	<b>Confirming By-law for the Meeting of November 25, 2019, 2019-227-Corporate Services</b>	<b>157</b>
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## **Adjournment**

Ajournement

The next Special Public Meeting of Council will be on Monday, December 2, 2019 (Water and Sewer Budget).

The next Regular Public Meeting of Council will be held on Monday, December 9, 2019.



## Minutes Cornwall City Council

Meeting #: 2019-28  
Date: Tuesday, November 12, 2019, 7:00 PM  
Location: Council Chambers  
Chair: Bernadette Clement, Mayor  
Prepared By: Debbie Caskenette, Deputy Clerk

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**Attendance** Bernadette Clement, Mayor  
**Committee Members:** Claude E. McIntosh, Councillor  
Elaine MacDonald, Councillor  
Syd Gardiner, Councillor  
Dean Hollingsworth, Councillor  
Carilyne Hébert, Councillor  
Glen Grant, Councillor  
Todd Bennett, Councillor  
Justin Towndale, Councillor  
Eric Bergeron, Councillor (7:35 p.m.)

**Regrets:** Maurice Dupelle, Councillor

**Attendance** Maureen Adams, CAO  
**Administration:** Manon L. Levesque, City Clerk  
Debbie Caskenette, Deputy Clerk  
Geoffrey Clarke, General Manager, Corporate Services  
Bill de Wit, Division Manager, Municipal Works  
Mark A. Boileau, General Manager, Planning, Development and Recreation  
Tracey Bailey, General Manager, Financial Services  
Bill Lister, EMS Chief  
Pierre Voisine, Fire Chief  
Stacey Ferguson, Administrator, Social and Housing Services  
James Fawthrop, Manager, Recreation and Facilities  
Carl Goodwin, Division Manager, Environmental  
Emma Meldrum, Public Information Coordinator

**1. In-Camera Session / Rise and Report from the In-Camera Meeting of Tuesday, November 12, 2019**

**Item #1, Big Ben Operating Agreement, 2019-219-PDR**

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Action Taken: Council received Report 2019-219, Planning Services.

**Item #2, Proposed 2020 Recycling Fees, 2019-210-IMW**

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Action Taken: Council provided direction to Administration.

**Item #3, Harbour Lands, 2019-02 New Business Motion**

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board

Action Taken: Motion Withdrawn

**Item #4, RFP, 2019-04 New Business Motion**

b) personal matters about an identifiable individual, including municipal or local board employees

e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board

Action Taken: Council provided direction to Administration.

**2. Moment of Personal Reflection**

**3. National Anthem**

**4. Acting Mayor**

**5. Opening**

The Mayor acknowledged that we gather on the traditional territory of the Mohawk people of Akwesasne.

**6. Roll Call**

**7. Additions, Deletions or Amendments**

1. Addition of By-law 2019-142, A By-law to pass Official Plan Amendment No. 1, to redesignate lands from Urban Residential to Business District - 780 Sydney Street.
2. Amendment to the Confirming By-law from 2019-142 to 2019-143.
3. Consent Item 14.3, Third Quarter Financial Results 2019, was moved to Communications Item 17.3 for discussion.

**8. Adoption of Agenda**

Moved By: Glen Grant, Councillor

Seconded By: Todd Bennett, Councillor

Motion to adopt the Agenda as amended.

Motion Carried

**9. Disclosure of Interest**

There were no Disclosures of Interest.

**10. Committee of the Whole**

Moved By: Syd Gardiner, Councillor

Seconded By: Todd Bennett, Councillor

Motion to go into Committee of the Whole and to consider and refer all Minutes, Presentations, Delegations, Consent/Correspondence, Resolutions, Reports and By-laws to that Committee.

Motion Carried

**11. Adoption of Minutes**

Moved By: Claude E. McIntosh, Councillor

Seconded By: Glen Grant, Councillor

Motion to endorse the Minutes of October 28, 2019 as presented.

Motion Carried

**12. Presentations**

**1. Book of Recognition – John McMartin, 2019-222-Corporate Services**

John McMartin was invited to sign the Golden Book of Recognition for his devoted service to the betterment of the community.

**13. Delegations**

**1. Great River Network's Request for Cornwall's Waterfront Trail to be designated a Smoke Free Area by Patricia O'Hara, 2019-220-Corporate Services**

Patricia O'Hara and Karen Douglass-Cooper, Great River Network, provided a brief overview of the work by the Network and to request that Cornwall's Waterfront Trail be designated as a Smoke Free Area.

Moved By: Todd Bennett, Councillor

Seconded By: Justin Towndale, Councillor

Motion to receive the Presentation.

Motion Carried

**14. Consent/Correspondence**

**1. 780 Sydney Rezoning, PAC - OPA No. 1 & Z-05-19, 2019-215-Planning, Development and Recreation**

Motion to endorse the PAC recommendations as presented:

a) To amend the Official Plan designation at 780 Sydney Street from 'Urban Residential' (U.RES) to 'Business District ' (B.D.), and amend the Zoning By-law from Institutional 10 (INS 10) to Commercial 12 (COM12) based on;

(i) The September 2019 modified proposal

b) That findings/recommendations of the various associated studies/reports included, be implemented to the satisfaction of the municipality and as part of the Site Plan Control approval process.

**2. Housekeeping No. 28 – File Z-06-19 - PAC Report No. 2, 2019-222-Planning, Development and Recreation**

Motion to approve the Housekeeping items contained in Section E,  
Evaluation of the Housekeeping No. 28 Report:

(a) Schedule change to recognize part of Ninth Street and Part of lot 7,  
Concession 1, Being; Parts 2, 3, 4, 5, 6 and 7 on Reference Plan  
#RP52R-1880 as part of north Community Commercial - Shopping Centre  
zoning and correct the zoning from Residential 20 (RES 20) to Community  
Commercial - Shopping Centre (CC-SC).

**3. Third Quarter Financial Results 2019, 2019-208-Financial Services**

This matter was moved to Communications Item 17.3 for discussion.

**4. Third Quarter Non-Competitive Procurement Report 2019, 2019-206-Financial Services**

Motion to receive the Third Quarter Non-Competitive Procurement Report  
for the period ending September 30, 2019.

**Amendment:**

Moved By: Todd Bennett, Councillor

Seconded By: Glen Grant, Councillor

Motion to approve the recommendations with the exception of Item 14.3  
contained in the Consent portion of the Agenda of Tuesday, November 12,  
2019.

Motion Carried

**15. Resolutions / Business Arising from Notice of Motion**

**1. Motion to Repeal Section 01-2-14 (Arcades) Cornwall Zoning By-law 751-1969, 2019-15**

Moved By: Justin Towndale, Councillor

Seconded By: Dean Hollingsworth, Councillor

Motion to commence the Zoning Amendment process under Section 34 of  
the Planning Act to repeal Section 01-2-14 (Arcades) Cornwall Zoning By-  
law 751-1969

Motion Carried



**2. Motion to Repeal Section 01-2-10 (Maximum Height) Cornwall Zoning By-law 751-1969, 2019-16**

Moved By: Justin Towndale, Councillor

Seconded By: Dean Hollingsworth, Councillor

Motion to commence the Zoning Amendment process under Section 34 of the Planning Act to repeal Section 01-2-10 (Maximum Height) Cornwall Zoning By-law 751-1969.

Motion Carried

**16. Unfinished Business Reports**

**1. RFP Terms of Reference - Council Review, 2019-207-Financial Services**

Moved By: Todd Bennett, Councillor

Seconded By: Carilyne Hébert, Councillor

Motion to direct Administration provide a report to Council for input and approval for the Terms of Reference of a RFP, prior to the issuance of a RFP document, where the following criteria is met:

- (a) The contract is estimated at \$150,000.01 or more; and/or
- (b) A change in level of service is being considered.

Motion Carried

**2. Water Meters, Conservation and Sustainability Options for City Wide Implementation of Water Meters, 2019-235-Infrastructure and Municipal Works**

Moved By: Dean Hollingsworth, Councillor

Seconded By: Glen Grant, Councillor

(a) Motion to receive report 2019-235, Infrastructure and Municipal Works, and

(b) to direct Administration to develop a Water Conservation and Servicing Master Plan and fund the plan from the Water Works Reserve, and,

(c) that the Water Conservation and Servicing Master Plan be presented to Council for consideration at a subsequent meeting.

Motion Carried

## **17. Communications / Reports**

### **1. Follow up to Compensation for Council, 2019-205-Financial Services**

Mayor Clement stepped down from the chair to speak to the matter and Acting Mayor Eric Bergeron chaired the meeting.

Moved By: Glen Grant, Councillor

Seconded By: Dean Hollingsworth, Councillor

Motion to adopt an increase for the Mayor's annual salary at the annual rate of inflation as defined by the Consumer Price Index (CPI) by Statistics Canada, and proceed with a By-law for adoption at the next regular Council meeting.

Motion Carried

Moved By: Syd Gardiner, Councillor

Seconded By: Carilyne Hébert, Councillor

Motion to direct the CAO to prepare a report outlining options on how to compensate the Mayor's position due to the elimination of the one-third tax exemption.

Motion Carried

### **2. Connecting Links Program Intake – Project Application, 2019-211-Infrastructure and Municipal Works**

Mayor Clement returned to the chair.

Moved By: Glen Grant, Councillor

Seconded By: Todd Bennett, Councillor

(a) Motion to endorse a submission of an application to the 2020-21 MTO Connecting Links Program; and

(b) Motion that the project submitted for the funding program shall be the Brookdale Avenue North Road Rehabilitation and Widening from the north

limits of the Canadian National Railway (CNR) Overpass to the south limits of the Highway 401 Overpass.

Motion Carried

**3. Third Quarter Financial Results 2019, 2019-208-Financial Services**

This matter was moved from Consent Item 14.3 for discussion.

Moved By: Eric Bergeron, Councillor

Seconded By: Todd Bennett, Councillor

Motion to receive the third quarter Financial Results for the period ending September 30, 2019.

Motion Carried

**18. Tenders and Requests for Proposals**

**1. Request for Proposal 19-P11 City of Cornwall Comprehensive Zoning By-law Review, 2019-209-Financial Services**

Moved By: Glen Grant, Councillor

Seconded By: Elaine MacDonald, Councillor

Motion to award RFP 19-P11 to WSP Canada Group Limited, from Ottawa, Ontario, at the total bid price of \$234,249.00 (net cost to the Corporation - \$210,948.48) being the best Proposal meeting the specifications.

Motion Carried

**19. New Business**

There were no New Business items.

**20. Passing of By-laws**

By-laws By-laws 2019-134 and 2019-136 to 2019-142 inclusive, listed on the Agenda, are being presented to Council for adoption.

**1. 2019-134 Big Ben Operating Agreement, 2019-218-Planning, Development and Recreation**

2. **2019-136 780 Sydney Street Rezoning, By-law, 2019-216-Planning, Development and Recreation, 2019-217-Planning, Development and Recreation**
  3. **2019-137 Housekeeping No. 28, 2019-220-Planning, Development and Recreation, 2019-221-Planning, Development and Recreation**
  4. **2019-138 Connecting Links Funding Application, 2019-226-Infrastructure and Municipal Works**
  5. **2019-139 Affiliation Agreements with Colleges, 2019-202-Cornwall SDG Paramedic Services, 2019-203-Cornwall SDG Paramedic Services**
  6. **2019-140 MOU's with Long-Term Care and Retirement Homes, 2019-201-Cornwall SDG Paramedic Services, 2019-204-Cornwall SDG Paramedic Services**
  7. **2019-141 Memorial Park Subdivision Agreement – By-Law, 2019-205-Infrastructure and Municipal Works, 2019-206-Infrastructure and Municipal Works**
  8. **2019-142 Official Plan Amendment No. 1 - 780 Sydney Street, By-law**
- 21. Reports from Standing / Special Committees of Council**
1. Councillor Syd Gardiner provided an update with respect to the City's request for a Francophone University in Cornwall.
  2. Councillor Gardiner noted that the Province will be holding discussions with municipalities and local health units on proposed changes to Public Health Modernization.
  3. Councillor Elaine MacDonald announced that Vagabond Theatre will be hosting their annual Fall play at the Cornwall Arts and Culture Centre on October 22-23 and 29-30, 2019.
  4. Councillor Justin Towndale updated Council that the Audit Committee engaged the City's external auditors to review the Municipal Works Redevelopment Project.
- 22. Notice of Motion**
- There were no Notices of Motion.
- 23. Pending Business Listing**

**1. Unfinished Business Listing for November 12, 2019, 2019-218-Corporate Services**

Moved By: Carilyne Hébert, Councillor

Seconded By: Todd Bennett, Councillor

Motion to receive the Unfinished Business Listing for November 12, 2019.

Motion Carried

**24. Confirming By-law**

**1. 2019-143 Confirming By-law for the Meeting of November 12, 2019, 2019-223-Corporate Services**

Moved By: Elaine MacDonald, Councillor

Seconded By: Justin Towndale, Councillor

Motion to endorse By-law 2019-143, being a By-law to confirm the proceedings of the Council of The Corporation of the City of Cornwall at its meetings held on Tuesday, November 12, 2019.

Motion Carried

**25. Adjournment**

The next regular public meeting of Council will be held on Monday, November 25, 2019.

Moved By: Carilyne Hébert, Councillor

Seconded By: Syd Gardiner, Councillor

Motion to adjourn the meeting of Tuesday, November 12, 2019.

Motion Carried

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Manon L. Levesque, City Clerk

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Bernadette Clement, Mayor

**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**Report**

Department: Corporate Services  
Division: Clerk's Division  
Report Number: 2019-231-Corporate Services  
Prepared By: Manon Levesque, City Clerk  
Meeting Date: November 25, 2019  
Subject: Protection and Enhancement of Tree Canopy and Natural Vegetation by Susan Towndrow, Cornwall Transition + and Michael Rosen, President, Tree Canada

**Purpose**

To hear from Susan Towndrow, Cornwall Transition + and Michael Rosen, President, Tree Canada, on the protection and enhancement of tree canopy and natural vegetation in the City of Cornwall.

Document Title:	Tree Canopy by Susan Towndrow and Michael Rosen - 2019-231-Corporate Services.docx
Attachments:	- Introduction Tree Canopy Policy Nov 11 2019 with bios.docx - Tree Canopy Presentation.pptx
Final Approval Date:	Nov 19, 2019

This report and all of its attachments were approved and signed as outlined below:

**Maureen Adams - Nov 19, 2019 - 10:23 PM**

## **Introduction for Tree Canopy and Natural Vegetation Protection and Enhancement Policy Nov. 25, 2019 by Susan Towndrow**

Good evening Madam Mayor and members of Council. My name is Susan Towndrow and I am representing the greening advocacy group, Tree Action Arbre, which is a working group of Transition Cornwall+.

It is my privilege to be part of the conversation on the updated Tree Canopy and Natural Vegetation policy that is on your agenda this evening. It is the result of a successful, collaborative process between our group and several city departments, through the skilled coordination of Jamie Fawthrop, Division Manager of Parks and Recreation.

Now, there are times in the life of a community when crucial decisions need to be made that will profoundly affect its future and I believe this is one of them. Recent declarations by both the World Health Organization as well as the United Nations, make it clear that climate change is a threat to human health and the ecosystems on which we depend. Although we are a small community we need to be part of the solutions in whatever way we can. Increasing and protecting the tree canopy and natural vegetation in Cornwall is one of the cheapest and most effective ways of addressing climate change. It is one way in which we can act right here right now.

This year, you are to be commended for showing real leadership when you identified Environmental Sustainability as one of the five key priorities for the City and then further, by supporting this with the creation of a new Committee of Council, the Environment and Climate Change Committee.

Cornwall, like all other communities across Ontario, is preparing a policy required by the province under Bill 68 and we can be proud of the fact that this document will certainly be shared with other communities who are doing this and who will look to us as leaders in this endeavour.

Now, while Council and staff can provide leadership, they can't do this alone. The policy before you contains a strong public advocacy component. Community engagement will be crucial in building public understanding and support. It will encourage actions by all the various partners, community groups and individual citizens in helping to achieve the goals set out.

This policy will form an important part of the City's Environmental Sustainability priority. A well-designed and generous green infrastructure, has been shown to advance the economic, the health and the environmental well-being of the community as you will see outlined in the brief before you.



*Something to note is that a number of City policies and actions are already in place in different city departments to protect and enhance the tree canopy and natural vegetation. This new updated proposal brings many of these together in one document that can be used by all the various city departments while adding some important targets to strive for.*

This evening, it is my pleasure to welcome Mr. Michael Rosen, the President of Tree Canada, who is generously contributing his time and has come from Ottawa to share his knowledge and to talk about the value of trees and wildlife in our community. With over 30 years of experience, Michael leads Tree Canada in stakeholder relations, building partnerships, governance and program management.

We are also fortunate to have Danielle St-Aubin here this evening, she is the new CEO of Tree Canada.

I would like to welcome to you both.

Thank you again and we will be pleased to answer your questions following Michael's presentation.

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## BIOS

Michael is President of Tree Canada leading its transition to private sector support in 2007 and successfully advocating for a *National Tree Day* for Canada in 2011. With over 30 years of experience, Michael leads Tree Canada in stakeholder relations, securing partnerships, governance and program management. Previously, he was a Stewardship Coordinator and Forester with the Ontario Ministry of Natural Resources where he assisted landowners, managed the York Regional and Simcoe County Forests and helped revise provincial tree legislation. He serves on the Boards of a number of organizations and presents and writes on urban forests, carbon and trees, and forest history. A Registered Professional Forester (R.P.F.) in Ontario he has a B.A. in History from Trent University, a B.Sc.F. from the University of Toronto, a Diploma from the Ontario Advanced Forestry Program from U of T and Lakehead University and has participated in training programs with the Institute of Corporate Directors and the Canadian Society of Association Executives.

## Danielle St-Aubin

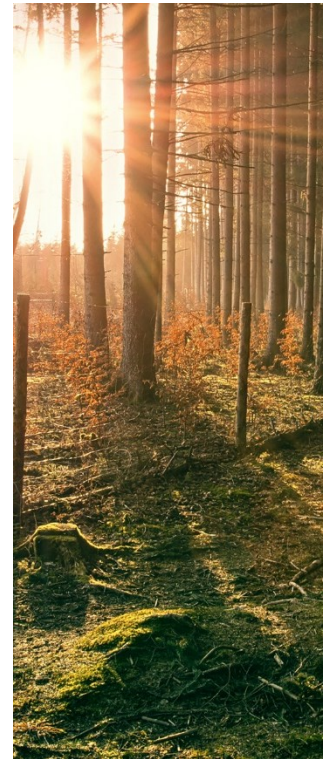
Ms. St-Aubin has worked in the not-for-profit sector for more than 15 years and has acquired a deep knowledge of the development and implementation of a broad range of strategies including communications and marketing, fundraising, sponsorship, and events. In her most recent role as Vice-President of Communications and Marketing at Trans Canada Trail, she was responsible for raising the profile and increasing the reach of the organization. Before that, she served as Vice-President, Donor Relations at The Ottawa Hospital Foundation. She began her career as Publicist at United Way Ottawa before moving on to the Canadian Wildlife Federation, where she managed the rebrand and re-launch of the iconic Hinterland Who's Who (HWW) program. She has an MBA from the Telfer School of Business.

# The Benefits of Managing Urban Trees

Michael Rosen, R.P.F.  
President — Tree Canada

City of Cornwall

Council Meeting — November 25, 2019



## About Tree Canada

- 82 million trees planted
- > 550 schoolyards greened
- > 390 communities received urban forest assistance
- 13 Canadian Urban Forest conferences (Charlottetown, PEI, October - 2020)
- Secretariat of the *Canadian Urban Forest Network* and the *Canadian Urban Forest Strategy*
- Proclamation by Parliament of National Tree Day (2011)  
– September 23, 2020





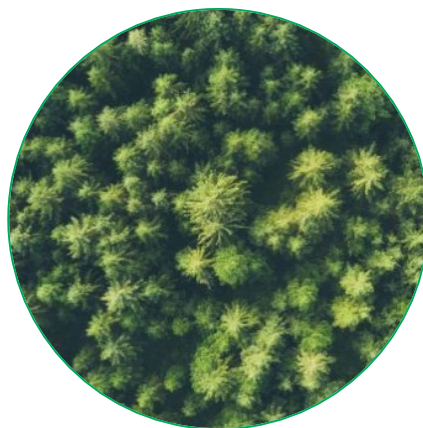
# Tree Canada

Our Work



## Greening communities

Champion, steward and expand our urban forests.



## Reforestation and Carbon Offsetting

Mass plantings in 5 regions and offset carbon



## Engagement and Research

Bringing together leading advocates for urban forests all across Canada.



## Operation ReLeaf

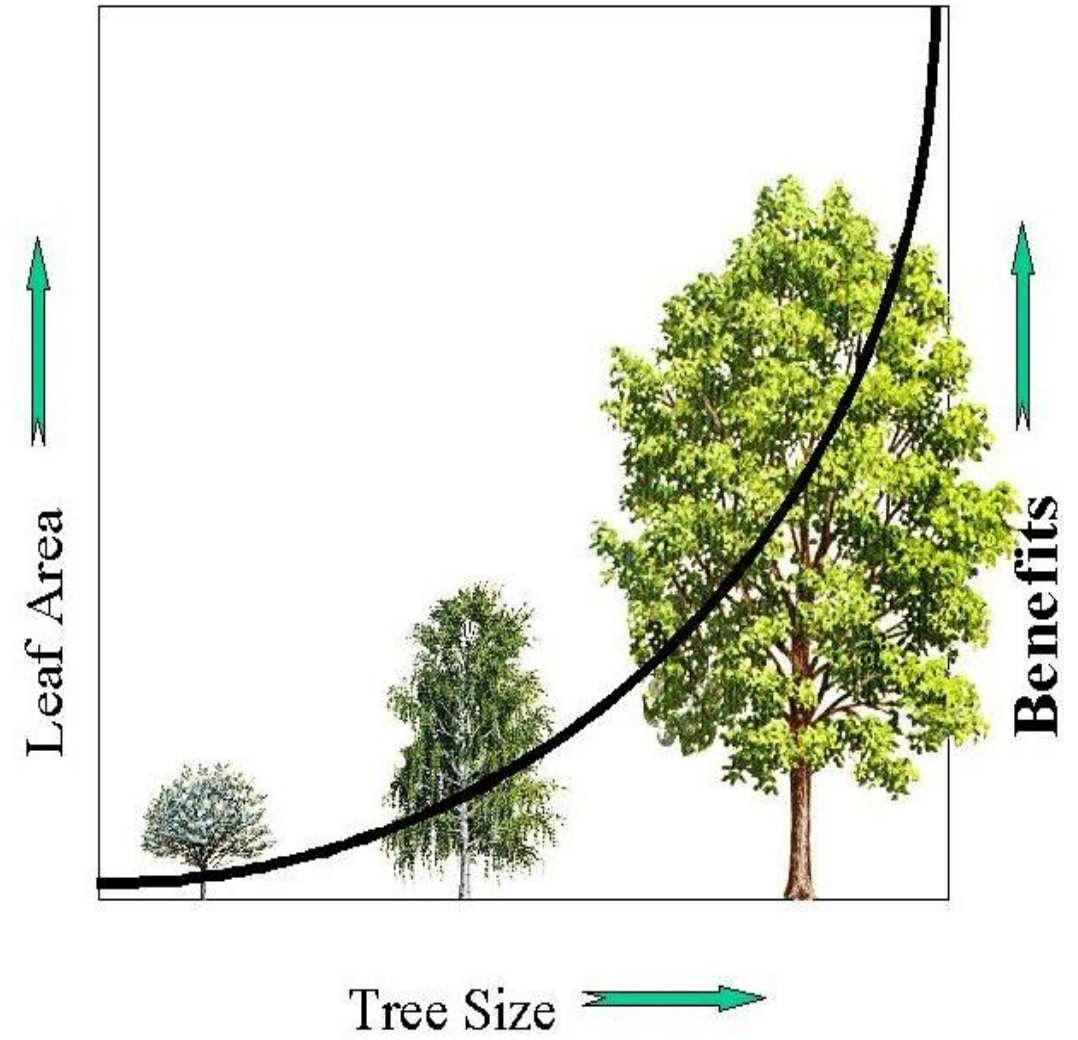
Supporting communities recover from natural disasters and pests.



TreeCanada  
ArbresCanada

# The Benefits of Urban Forests

- Environmental benefits
- Economic Benefits
- Social/Psychological Benefits



And...Size Matters!



# Environmental Benefits

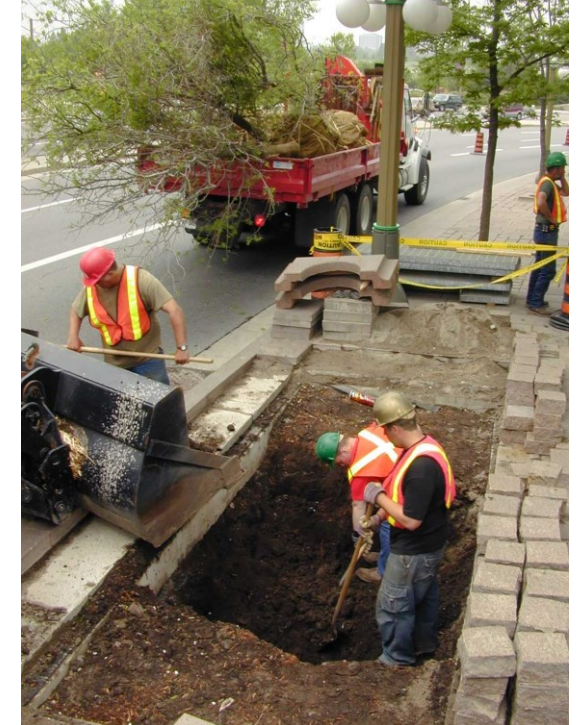
- Erosion Control
- Water/Air Quality
- Wildlife Habitat
- Shade from Heat Islands
- Noise Barrier
- Visual Barrier/Glare Reduction
- Architecture
  - accent buildings
  - define space
  - separate pedestrians from traffic
  - add colour, texture and scale





## Economic Benefits

- Energy conservation (windbreak in winter/shade in summer)= 15%
- Increase property values = 7-19%
- Employment (nurseries, arborists, foresters, planners) =  
1° nursery and greenhouse production 4.49 billion and 30,541  
jobs/landscape services and design accounting \$1.76 billion and 43,058  
jobs.
- Your Community as a Business Destination =  
attracting employees, ↑prices, customer satisfaction



## Social/Psychological



Royal Ottawa Hospital Mental Health Centre, 2006

- Relaxation/Concentration: less fatigue, stress, absenteeism (Wolf, 2008)
- Crime Reduction: less domestic violence, ADD, graffiti (Sullivan & Kuo, 2001)
- When trees observed, stress (impacts immune system) & heart pressure/pulse reduced = less negative response to stressful experience
- “Green” work areas report higher job satisfaction and reduced absenteeism among staff (Wolf, K.L. 2008)
- Exposure to nature and greenery improves concentration abilities of children with ADD (Kruidener, HERL)
- Greener the buildings’ surroundings, fewer crimes reported (S&K):42% reduction





## Physical



- Decreased healing time related to patients' ability to view greenery and trees (Ulrich, 1979)
- Reduced depression/increased concentration in breast cancer patients (Sloan-Kettering, 2003)
- Reduced physical discomfort and perception (Lohr, Washington State U)
- Less green nature = less opport. to recover from stress (Pretty, 2005)
- Decreased healing time, reduced depression, reduced perception of pain (Sloan, 2003)
- 10 more trees = ↑ income (\$10,000) or being 7 years younger - 11 ↑ trees ↓ cardio-metabolic conditions = an increase in income (\$20,000) or being 1.4 years younger (Kardan, 2015)



## Municipal Needs\*

- **Capacity:** Smaller communities = less staff. Larger municipalities, the majority of positions are held by managers and not necessarily practitioners or technical/professional workers.
- **Bylaws:** Larger municipalities tended to have bylaws to protect municipally-owned trees. A number of municipalities did not know whether they even had a bylaw to protect private trees.
- **Canopy Cover:** Most municipalities had no target to increase canopy cover. Those with no canopy cover targets = they intend to stay at the same level or do not have resources to target higher.
- **Pressures:** urban development, lack of funding, lack of planning.
- **Research:** Top research needs were: developing better urban soil conditions, improving resilience to pests and diseases, better identifying urban tree species for climate adaptation, exploring community perspectives, exploring multi-purpose greenspaces, and analyzing and advocating for public health benefits of trees.



\* *Canada's Urban Forest: A National Assessment of Municipal Urban Forest Management Needs, 2015*

# Typical Municipal Urban Forestry Program

- Strategic Urban Forest Plan: Statement of Goals and Objectives which articulates:
- Responsibilities of Parks, Urban Forestry, Citizens Committee, Public Works
- Legal Basis: land use compatibility, forestry operations, bylaws both municipal and private
- Inventory of trees: species, size, health
- Tree planting: standards, species, spacing and location
- Tree Maintenance: pruning cycle, removals, protection, education
- Integrated Pest Management
- Operational management (inventory, training etc.)
- Disaster planning
- Citizen/Private Land Engagement





# Thank you! Merci!



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how we can work together in growing a clean and greener tomorrow, today.



**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**Report**

Department: Corporate Services  
Division: Clerk's Division  
Report Number: 2019-234-Corporate Services  
Prepared By: Debbie Caskenette, Deputy Clerk  
Meeting Date: November 25, 2019  
Subject: Proclamation – 100th Anniversary of Amalgamated Transit Union Local 946

**Purpose**

To proclaim December 3, 2019 as Amalgamated Transit Union Local 946 Day in the City of Cornwall.

**Recommendation**

That Council proclaim December 3, 2019, as Amalgamated Transit Union Local 946 Day in the City of Cornwall.

**Background / Discussion**

A request was received from the President of Local 946, Amalgamated Transit Union to have Council proclaim December 3, 2019 'Amalgamated Transit Union Local 946 Day' as they celebrate their 100th Anniversary in Cornwall.

Since 1919, ATU members have offered safe, friendly transportation to residents, starting with the days of trams, and continuing that tradition today with modern, accessible buses.

Cornwall Transit and ATU members contribute to the vibrancy and health of this city.



Document Title:	Proclamation - 100th Anniverary of Amalgamated Transit Union Local 946 - 2019-234-Corporate Services.docx
Attachments:	- ATU Local 946 100th Anniversary.pdf
Final Approval Date:	Nov 20, 2019

This report and all of its attachments were approved and signed as outlined below:

**Manon L. Levesque - Nov 20, 2019 - 2:01 PM**

**Maureen Adams - Nov 20, 2019 - 5:12 PM**

# **Proclamation**

## **Amalgamated Transit Union Local 946**

### **Day**

### **December 3, 2019**

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Whereas since 1919, ATU members have offered safe, friendly transportation to residents, starting with the days of trams, and continuing that tradition today, where transit operators drive modern accessible buses; and

Whereas the ATU comprises of over 190,000 members in both Canada and the United States; and

Whereas on December 3, 2019, the Amalgamated Transit Union Local 946 will be celebrating its 100<sup>th</sup> Anniversary not only in the City of Cornwall but as a local union.

Now, Therefore Be It Resolved that I, Bernadette Clement, Mayor of Cornwall, do hereby proclaim December 3, 2019 to be '**Amalgamated Transit Union Local 946 Day**' in the City of Cornwall.

Bernadette Clement  
Mayor



**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**Report**

Department: Planning, Development and Recreation  
Division: Parks and Recreation  
Report Number: 2019-223-Planning, Development and Recreation  
Prepared By: James Fawthrop, Manager of Recreation and Facilities  
Meeting Date: November 25, 2019  
Subject: Corporate Policy – Protection and Enhancement of Tree Canopy and Natural Vegetation

**Purpose**

To provide Council a draft copy of a proposed Corporate Policy for the Protection and Enhancement of Tree Canopy and Natural Vegetation for review, discussion, and direction.

**Recommendation**

That Council receive report 2019-223 and endorse the policy drafted by Administration.

**Financial Implications**

Should Council endorse the policy as drafted by Administration, there are no additional costs to the Municipal budget. Should Council decide to amend the draft policy as presented by Administration to include recommendations made by the environmental advocacy group, Transition Cornwall +, there will be increases to future Municipal budgets as described in the body of this report.

## Strategic Priority Implications

The Strategic Plan adopted by Council lists, “being leaders in sustainability and climate change impact” as a key priority. The protection and enhancement of the City’ tree canopy and natural vegetation is consistent with this priority, as a healthy tree canopy provides many benefits that help offset the impacts of climate change.

## Background/Discussion

Administration has engaged the local environmental advocacy group, Transition Cornwall +, to solicit input on the proposed Protection and Enhancement of Tree Canopy and Natural Vegetation policy. Transition Cornwall +, has proposed a revised version of the draft policy that was presented to Council at the regular meeting of Council on March 25<sup>th</sup>, 2019. The draft policy presented to Council on March 25<sup>th</sup>, consolidated related existing procedures currently employed by various City Departments and therefore the proposed policy had no new budgetary implications.

A copy of the previously presented policy showing the specific revisions proposed by Transition Cornwall + is attached to this report for discussion.

Some of the proposed revisions to the draft policy have budgetary implications and/or operational limitations that Administration would like to identify in this report for Council discussion and direction.

The following are revisions proposed by Transition Cornwall + (shown in italics) that have budgetary implications and/or create operational limitations. Also included below is commentary from Administration regarding the implications of these proposed changes. Administration is requesting direction from Council with respect to the following items.

1. In the Municipal Role section of the revised policy....

*The City is committed to increasing the overall urban tree canopy coverage to at least the 30% recommended by Conservation Authorities and Environment Canada as needed to maintain a healthy ecological and hydrological function. This goal is recommended to be achieved within a ten year period, with monitoring on a regular basis to ensure the goal is achieved.*

With the ongoing removal of ash trees throughout the area on both municipal lands and private lands, and the lack of restrictions for tree removals on private property, Administration believes that achieving a 30% tree canopy within ten years is not likely achievable. Also, in order to assess the municipality's tree canopy, updated high resolution aerial photographs of the entire City would be required for analysis to determine the status of the tree canopy. The estimated cost to obtain the required aerial photographs and complete the analysis is approximately \$25,000 each time the canopy is assessed. Alternatively, Administration recommends that the policy language specify that we "endeavour" to achieve a 30% tree canopy coverage through its own planting initiatives on public property and through public advocacy to promote plantings on private property but not stipulate a timeframe to achieve the 30% goal.

2. In the Municipal Role section of the revised policy, under the heading Site Plan Development – Landscaping Requirements:

*Identify and ensure the preservation of high quality existing trees when City owned property is sold, with the sale process applying the appropriate plan of subdivision and/or site plan controls.*

In order to properly develop a site, the subject property typically requires extensive grading work to ensure proper drainage. In order to ensure the preservation of high quality existing trees, the existing grading in the areas of these "high quality existing trees" would have to be incorporated into the proposed development design such that the existing grades remain unchanged. Unfortunately, there are cases where the preservation of the existing grades is not achievable without compromising the drainage of the development. In these instances, this proposed restriction would render these portions of the site undevelopable. Administration recommends that the proposed wording be revised to include the phrase "when reasonably feasible" and that the City's site plan and subdivision review staff evaluate and determine the feasibility of preserving existing high quality trees as part of their normal site plan and subdivision review process. It is recommended that prior to listing any public property for sale, the City's Parks and Landscaping Dept. complete a review of the parcel to be sold and identify any "high quality existing trees" that warrant protection.

3. In the Municipal Role section under City Tree Management Operation Policies:

*The preservation of existing trees will be a key priority when undertaking City Public Works projects such as construction of new sidewalks and roadways or other public works.*

At times in order to maintain good design practices for municipal projects the removal of existing trees is required. Administration does not recommend compromising the design of public facilities, such as sidewalks, roads, underground services, etc., for the purpose a preserving existing trees. Administration recommends that this statement include the phrase, "when reasonably feasible."

4. In the Municipal Role section under the City Initiated Tree Removals and Replacement Plantings:

*Replace each removed street tree with two trees, to compensate for the loss of a mature tree canopy, preferably on the same block. In blocks and neighbourhoods where there are few street trees, plant three.*

Currently, it is City practice to plant replacement trees at a 1:1 ratio for each tree removed. For the duration of the Emerald Ash Borer project, the City removes approximately 300 trees per year and the estimated cost to plant a replacement tree is approximately \$400/tree. If the City were to plant two replacement trees for each tree removed the additional cost to the tree planting budget would be approximately \$120,000. Prior to the Emerald Ash Borer project the City removed approximately 60 trees per year, therefore the estimated budget increase after the Emerald Ash Borer is completed would be approximately \$24,000. (These figures do not include costs for additional plantings related to Infrastructure Planning Dept. capital projects). In addition, Administration currently faces challenges trying to find locations for new plantings on public property. Often, residents object to new boulevard plantings due to the increased yard maintenance (leaf collection and disposal) responsibilities associated with these tree plantings. Council may consider including a clause in the policy that specifies a minimum of one boulevard tree in front of every property (provided that the boulevard is capable of supporting a tree planting). A condition such as this would provide Administration the support required to proceed with new boulevard plantings despite the objections of residents.

5. In the Municipal Role section under the City Initiated Tree Removals and Replacement Plantings:

*Update species list to remove certain non-native species (particularly those that can become invasive, like Norway Maple) and include new native cultivars that have been bred for resistance to pests (such as Elm).*

Due to the lack of native species that can be planted under power lines, Administration recommends that the statement be revised to say “New tree plantings shall be native species whenever possible.” This proposed language would permit the use of non-native species plantings only when there isn’t a suitable native species option available. Transition Cornwall + has agreed to this proposed revised wording.

6. In the Municipal Role section under the City Initiated Tree Removals and Replacement Plantings:

*Identify and eradicate invasive species of trees and vegetation before spreading makes it too costly to take action.*

The city does not have a tree inventory other than our Ash tree inventory. This statement is counter productive of preserving our tree canopy as a large percentage of trees in the City of Cornwall are Non native trees which can be classed as invasive (ie. Norway Maple). Removing these trees would significantly reduce our tree canopy. In our naturalised areas (ie Guindon Park), European Buckthorn can take hold once an area has its mature trees removed. To remove invasive species takes manpower and equipment and with the pesticide ban in effect for Ontario, spraying invasive species is prohibited. This reasoning was discussed with Transition Cornwall +, and they were willing to limit the invasive species removals to European Buckthorn, Phragmites, and Japanese Knotweed. Administration still cautions, that currently the municipal budget does not include costs for the removal of invasive species on public property. The costs for removal of invasive species can be significant, even if only limited to City owned property.

Administration has amended the draft policy prepared by Transition Cornwall + to reflect the following recommendations listed above. Please find attached the revised policy drafted by Administration:

1. The policy language was revised such that the City shall “endeavour” to achieve a 30% tree canopy goal and no timeline is stipulated to achieve said goal.

2. The policy was revised such that the language “when reasonably feasible” was added regarding the preservation of high quality existing trees on City owned property listed for sale.
3. The policy was revised such that the language “when reasonably feasible” was added regarding the preservation of existing trees being a key priority when undertaking City construction projects.
4. A 1:1 replacement tree planting ratio has been included in the proposed policy along with a minimum criteria of one boulevard tree front of every property.
5. The tree planting species list continues to include non-native species, but specifies that native species will be used wherever possible.
6. The requirement to remove invasive species was removed from the draft policy.

The establishment of a Tree Canopy and Natural Vegetation Policy is a new requirement for all municipalities in Ontario. Most municipalities are in a similar position as Cornwall in that we are drafting our first formal policy for the protection and enhancement of the tree canopy and natural vegetation. Administration views the City’s tree canopy and natural vegetation as a living asset, which is continually subject to changing pressures, therefore Administration believes that the policy be considered a “living document” that will require regular review and update. Administration recommends that the policy be reviewed after 3 years and updated if deemed necessary.

Administration would like take this opportunity to thank the members of the Tree Action Group of Transition Cornwall +, particularly John and Susan Towndrow, for their time and efforts spent researching and drafting a tree canopy and natural vegetation policy and for their collaboration with City staff.

Document Title:	Tree Canopy Policy - 2019-223-Planning, Development and Recreation.docx
Attachments:	<ul style="list-style-type: none"> <li>- DRAFT Tree Canopy and Natural Vegetation Policy_Recommended by Administration.docx</li> <li>- DRAFT Tree Canopy and Natural Vegetation Policy John's revision Oct 15 2019.pdf</li> </ul>
Final Approval Date:	Nov 21, 2019

This report and all of its attachments were approved and signed as outlined below:

**Mark A. Boileau - Nov 20, 2019 - 5:33 PM**

**Maureen Adams - Nov 21, 2019 - 9:41 AM**





## DRAFT (Administration)

# The Corporation of the City of Cornwall Tree Canopy and Natural Vegetation Protection and Enhancement Policy

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Department: Planning, Development and Recreation

Parks and Landscaping

Policy Number: TCNVPEP-2019-03-25

Effective Date: TBD

Council Approval: TBD

**A. Background and Purpose** On March 30<sup>th</sup>, 2017 Royal Assent was given to Bill 68. This bill introduced a series of reforms to the *Municipal Act, 2001*, the *Municipal Conflict of Interest Act*, the *Municipal Elections Act, 1996*, *Planning Act* and others. As a whole, this Bill focusses largely on matters of municipal governance and financial accountability, however changes are also introduced that are intended to allow municipalities to be more proactive in combating and mitigating climate change. Of the various reforms introduced, an amendment to Section 270 of the *Municipal Act* has the effect of requiring all municipalities to adopt and maintain policies with respect to the protection and enhancement of the tree canopy and natural vegetation in the municipality. More specifically, Section 270 requires that:

270(1) *A municipality shall adopt and maintain policies with respect to the following matters (...)*

7. *The manner in which the municipality will protect and enhance the tree canopy and vegetation in the municipality.*

This section of Bill 68 comes into force and effect on March 1, 2019.



Of note, Bill 68 also:

- Allows for municipalities to conserve the environment in accordance with regulations, including powers to require green roofs or alternative roof surfaces in circumstances specified by the Building Code;
- Empowers municipalities to pass by-laws respecting climate change as part of their powers to enact by-laws relating to the economic, social, and environmental well-being of the municipality;
- Amends Section 2 of the *Planning Act* to make the “mitigation of greenhouse gas emissions and adaptation to a changing climate” an enumerated matter of provincial interest in which decision makers must have regard in considering planning matters.

## B. Rationale for Tree Canopy and Natural Vegetation Policy

Tree cover and natural vegetation infrastructure have been found to produce a number of benefits which are broadly broken down into three themes:

### Economic:

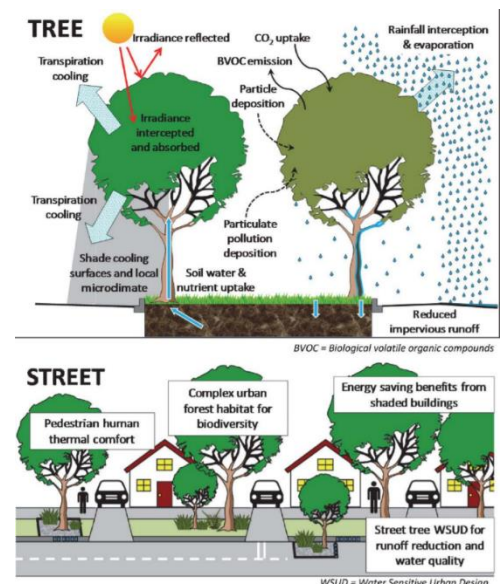
- Enhances aesthetic beauty of streetscape – a draw for new businesses and people;
- Increases property values;
- More attractive for tourism;
- Reduces cost of cooling in the summer and heating winter (wind reduction);
- Saves costs through reduced mowing;

### Community:

- Creates more walkable communities, public spaces and recreational areas;
- Creates more comfortable and beautiful city;
- Calms traffic and shades parked cars;
- More people outside means safer streets;
- Encourages more walking, jogging and cycling;
- Reduces sun exposure and heat related illness;
- Studies show the presence of trees improves mental well-being, fostering health and healing;

### Environmental

- Moderates temperature, especially in the summer;
- Trees provides the vital supply of oxygen needed for humans to breathe;
- Helps manage stormwater run-off, reduces flooding and enhances water quality;



- Creates wildlife habitat for birds, butterflies, pollinators, plants and animals;
- Helps reduce air pollution;
- Prevents erosion, especially along slopes.

For shoreline areas, a vegetative buffer contains pollutants (salt, fertilizer, septic leachate), reduces erosion, encourages infiltration and improves wildlife habitat, which leads to better outcomes for fish.

On a watershed basis, a minimum 30% tree canopy coverage is recommended by Conservation Authorities, Environment Canada and others to allow rivers and lakes within the watershed to maintain a healthy ecological and hydrological function. The Raisin Region Conservation Authority completed a Forest Cover and Trends Analysis in 2015 (Appendix A) which analyzed the forest cover trends within the region. The report determined the forest cover, overall, for the Raisin Region watershed to be approximately 34%. The report also analyzed the forest cover by municipality and determined the percentage of forest cover within the City of Cornwall to be approximately 20%.

Anticipated effects of climate change include heavy rainfall events and unseasonable precipitation. Runoff from rainfall and snowmelt in a forested area has been demonstrated to be significantly less than in a developed or cleared area in both overall volume and peak flow. A healthy forest cover and natural vegetation areas makes watersheds more resilient to effects of climate change and on a broader scale, helps to sequester carbon and is consistent with the goals outlined for the community in the Official Plan as well as the City's five Strategic Priorities, one of which is Environmental Sustainability.

## C. Advocacy

The City needs partners to achieve a higher percentage of tree canopy. The following programs of advocacy and explanation of the benefits of the policy will help with public understanding and will encourage actions by all to meet the desired goals.

- Encourage tree planting and the non-removal of trees on private property through various incentives such as workshops, bulk tree purchases, neighborhood planting bees etc.
- Encourage an adopt-a-tree program for the ongoing care of trees planted by the City.
- Publicise the opportunity for residents to request a City street tree in front of their house.
- Work closely with local arborist companies to promote best tree maintenance practices.
- Work closely with the four school boards to promote adding to and preserving the current tree canopy and to reduce grass mowing areas and introduce naturalized areas wherever possible.

- Seek partnerships with the Raisin Region Conservation Authority and local advocacy groups to create and fund tree canopy enhancements in available vacant spaces, shorelines and public areas such as the ‘Tiny Forest @ the Library’.
- Support partner agencies in delivery of programs such as the Raisin Region Conservation Authority Tree Seedling Program, the 50 Million Tree Program and the Edible Cities Program.
- Proactively seek other emerging partnership and funding opportunities, amending the policy to include these.
- Promote and publicize the Commemorative Tree Planting Program to encourage buying and planting of trees.
- Promote and publicize the City Arboretum as a place to learn about all the different city trees available.
- Identify and celebrate ‘Legacy Trees’ as well as naturalized areas and the importance of the ‘Ribbon of Life’ along shorelines, providing signs to raise awareness of their value.
- Plan for the publication and distribution of this policy on the City website, in other municipal advertising and at the pre-consultation stage of development applications.
- Support the ongoing assessment of the quality and quantity of the tree canopy condition in the city. Support tree inventory and mapping as resources permit to ensure targets are being met.
- Provide information for the public on cost savings, carbon and energy reductions resulting from city actions such as reduced mowing areas.

## D. Municipal Role

The City through its various departments will take the following measures within its own operations to preserve and enhance the urban tree canopy as well as increase areas of natural vegetation within the city. Its actions can also serve a model for the actions taken by citizens on their own property.

### Goals and Priorities

- Environment and Sustainability is one of the city’s current five key priorities and this Policy provides one of the key means to achieve the initiatives contained in that priority.
- The City endeavours to increase the overall urban tree canopy coverage to at least the 30% recommended by Conservation Authorities and Environment Canada as needed to maintain a healthy ecological and hydrological function, through its own planting initiatives on public property and public advocacy to promote plantings on private property.

## **Subdivision Development – Boulevard Tree Planting and Parkland Dedication Requirements:**

The City's standards for all new subdivision developments are outlined in detail within the Department of Infrastructure Planning's Subdivision Manual. As part of the subdivision development process, Developers enter into a contractual agreement with the municipality called the "Subdivision Agreement". This Subdivision Agreement is a binding contract which specifies the Developer's obligations, including boulevard tree planting and parkland dedication. Typically the Subdivision Agreement stipulates one new boulevard tree for every building unit. (ie. One boulevard tree for every single family dwelling, and two boulevard trees for semi detached dwellings, etc). New boulevard tree plantings are to be native tree species as much as possible and shall be in conformance with the City's tree planting specification. Also the Subdivision Agreement typically specifies that a minimum of 5% of the overall development be dedicated as parkland, unless determined by the Department Manager that the neighbourhood already has adequate parkland. In the event that the neighbourhood is determined to already have adequate parkland, the Developer is required to provide the City with cash in lieu of a parkland dedication valued at 5% of the raw land value of the entire development.

## **Site Plan Development – Landscaping Requirements**

Development sites subject to site plan approval are required to supply a landscaping plan as part of the review process. Proponents are typically encouraged to include a high degree of landscaping elements typically on private lands which includes planting of a variety of species and callipers as defined in the site plan design guideline manual. There is a key focus on landscaping major streets and City entrances. Every effort to protect and preserve existing mature trees shall be made where practical. It should be noted that removal of trees from the site will likely mean that a higher level of landscaping will be required to compensate. Various City staff will provide commentary during the site plan review process to ensure that the proposed landscaping plan is in concert with their respective by-laws and the governing site plan design manual.

Identify and ensure the preservation of high quality existing trees, whenever City owned property is sold, with the sale process applying the appropriate plan of subdivision and/or site plan controls to ensure the protection of said trees, when reasonably feasible. Parks and Landscape staff will review each City owned property to be listed for sale, and will identify any high quality existing trees that warrant protection.

## **City Tree Management Operation Policies**

The preservation of existing trees will be a key priority, when reasonably feasible, when undertaking City Public works projects such as construction of new sidewalks and roadways or other public works. There are a number of circumstances, however in which the removal of a City owned tree is required. The following explains the tree replacement policies that are in place to protect the City's tree canopy.

### **City Initiated Tree Removals and Replacement Plantings**

- There are a number of conditions in which a City owned tree may require removal, such as due to poor health condition, or a tree may be causing damage to private property, etc. If a City tree is deemed to require removal, the Parks and Landscape Dept. endeavours to plant replacement trees at a 1:1 ratio. As much as possible, staff attempt to locate the replacement planting in the same location as the removed tree, however there are occasions where the same location is not suitable for a new planting. In those circumstances the replacement tree will be planted in a more suitable location.
- Priority will be given to areas of the City that have little or no tree canopy.
- Provide opportunity to abutting property owners to select preferred species from list.
- New and/or replacement plantings shall be native species whenever possible and shall be in conformance with the City's tree planting specifications.
- The City shall endeavour to ensure that there is a minimum of one boulevard tree in front of every property (provided that the boulevard is capable of supporting a tree planting).

### **Tree Removals Resulting from City Construction Projects and/or Infrastructure Repairs**

- Some tree removals are required as a result of the City's infrastructure renewal projects or as a result of underground infrastructure repairs. Typically, such work is initiated by the City's Municipal Works and Infrastructure Planning Department. Whenever there is a concern that such work may impact the health of a City tree, the Parks and Landscape Department will assist by reviewing the impact and make a recommendation as to whether the tree should be removed. Upon the completion of the project/work the Municipal Works and Infrastructure Planning Department shall work with the Parks and Landscape Department to replace any removed trees with replacement plantings. Replacement plantings shall be native species as much as possible and shall be in conformance with the City's tree planting specifications.

## **Emerald Ash Borer (EAB) Management Plan**

- The City has implemented a management plan to deal with an invasive species, the Emerald Ash Borer, which is an insect that attacks and kills ash tree species. At the beginning of the plan in 2014, the City identified approximately 3500 ash trees located on City owned land (boulevards, parks, City building properties, City owned woodlots). The EAB Management Plan includes three main activities: the removal of infected trees, TreeAzin injection treatment, and planting replacement trees. Each year staff review the condition of the City ash tree inventory and identify infected trees requiring removal and contractors are retained to remove said infected trees. The plan includes a tree replacement strategy at a 1:1 ratio. As much as possible, staff attempt to locate the replacement planting in the same location as the removed tree, however there are occasions where the same location is not suitable for a new planting. In those circumstances the replacement tree will be planted in a more suitable location. Replacement plantings shall be native species as much as possible and shall be in conformance with the City's tree planting specifications. The plan also includes a TreeAzin injection treatment which is intended to prolong the life of specific ash trees on City boulevards and parks that have been identified and characterized as significant. The purpose of the treatment is not to save the tree from its inevitable demise, but is intended to prolong the life of the tree until such time that removal is required. This delay in the removal of the treated tree will provide new plantings in the area the opportunity to become established so that when the treated tree is removed the impact to the canopy in the vicinity won't be as severe.

## **Potential Threats**

- There is always the potential threat that other invasive species similar to the Emerald Ash Borer or diseases (such as Dutch Elm Disease) may threaten the health of the tree canopy in Cornwall and the surrounding area. Staff from the Parks and Landscape Department endeavour to participate in industry conferences, education and network opportunities in order to remain current on industry trends and threats.

## **Naturalization of Public Spaces and Shoreline Areas**

- All shoreline areas will include a "ribbon of life" revegetation for new and renovated waterfront developments in accordance with the best practices outlined in this policy.
- The Parks and Landscape Department completed a review of its grass cutting operations in 2018 and identified areas for naturalization. Reducing grass cutting operations wherever possible, allows areas to return to their natural state,

providing increased opportunities for new tree growth thus improving the City's tree canopy. The Parks and Landscape Department will continue to look for new opportunities to reduce grass cutting operations wherever possible and to naturalize areas.

## E. Best Practices

These practices are provided to support residents, staff and others in developing planting plans that ensure the long-term survival of tree and vegetation plantings.

- Encourage native trees that are best adapted to local environment and contribute to the ecological system;
- Identify trees which over the long term may be susceptible to changing climate (ie. Trembling aspen, white spruce) and those that are more likely to thrive (oak). Some examples of these species are included in Schedule "A".

Schedule "A"

Trees	Shrubs	Partial Shade	Full Sun	Shoreline
<b>Riparian Zone</b>	Black Chokeberry	Bearberry	Black-eyed Susan	Blue Flag Iris
Balsam Fir	Nannyberry	Bloodroot	Big Bluestem Grass	Blue Vervain
Red Maple	Northern Bush	Bunchberry	Canada Goldenrod	Boneset
Tamarack	Honeysuckle	False Solomons Seal	Common Milkweed	Cardinal Flower
Black Spruce	Pagoda Dogwood	Jack-in-the-pulpit	Flat-topped Aster	Swamp Milkweed
Eastern Hemlock	Red Osier Dogwood	Wild Columbine	New England Aster	Joe Pye Weed
	Smooth Wild Rose	Foamflower	Pearly Everlasting	White Turtlehead
<b>Medium Sized</b>	Swamp Rose	Ostrich Fern		
Chokecherry	Sweet Gale			
Pin Cherry	Winterberry Holly			
Serviceberry	Common Elderberry			
Striped Maple	Highbush Cranberry			
Ironwood	Lowbush Blueberry			
Eastern White Cedar	Meadowsweet			
	Serviceberry			
	Steeplebush			
<b>Large Sized</b>				
Bur Oak				
Red Oak				
Silver Maple				
Trembling Aspen				
White Birch				
Red Spruce				
Eastern White Pine				
Butternut				
Sugar Maple				

- Identify trees for planting that are better suited to certain constrained lands such as small spaces and urban conditions (road salt, compaction, etc).
- Planting tips to help ensure the right trees survive in the right places with minimal maintenance.
- For other vegetation, encourage mix of shrubs and flowers to enhance biodiversity, create habitat (pollinators) and improve desirability of public and private green spaces;
- Where to Plant: Consideration should be given to where trees and vegetation are planted. Prior to planting a tree, property lines, utilities (power lines, buried

water/sewer laterals or other 'hard' infrastructure) should be considered. The location of a tree should take into context its future size as it relates to a building's foundation and roof.

- Identify and remove invasive species: Recognizes that the ecological benefit of removing invasive species over the long term exceeds the limited benefits of allowing them to remain in place;
- Shoreline naturalization: Hardening the shoreline with stone or concrete should be avoided. Vegetated areas adjacent to watercourses, lakes, rivers and wetlands are known as shoreline buffers. Shoreline buffers protect water from pollutants by filtering contaminants, providing habitat for native species and preventing shoreline erosion.
- Shoreline buffers should be at least 15-30 metres upland from the shore as recommended by the Ministry of Natural Resources and Forestry; and composed of natural vegetation with a broad corridor of undisturbed vegetation. Shoreline buffers should not be grassed.
- Maintenance and Preservation: Trees and vegetation require special care and treatment. If it appears the vegetation is struggling, it is recommended you speak to a professional.
- Commercial / Higher Density Uses: In addition to this applying to single detached homes and smaller residential uses, it can also provide guidance to larger commercial/multiple residential developments. In addition to the benefits listed previously, increased vegetative buffers help beautify commercial properties and match the natural beauty of the Cornwall area.
- Other benefits that can be considered: Green parking lots to reduce stormwater flows and the costs of stormwater maintenance. Vegetated aisles and parking islands to increase shaded areas and reduce micro climates. Green roofs to reduce total stormwater runoff and enhance the urban canopy. The City of Toronto Design Guidelines for "Greening" Surface Parking lots provides an excellent reference.

## F. Appendices

**Appendix A:** Raisin Region Conservation Authority completed a Forest Cover and Trends Analysis in 2015

**Appendix B:** City of Cornwall Tree Planting Policy





## **DRAFT (Transition Cornwall +)**

# **The Corporation of the City of Cornwall Tree Canopy and Natural Vegetation Protection and Enhancement Policy**

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Department: Planning, Development and Recreation

Parks and Landscaping

Policy Number: TCNVPEP-2019-03-25

Effective Date: ~~March 25~~October 14, 2019

Council Approval: TBD

### **A. Background and Purpose** ~~Background and Purpose~~

On March 30<sup>th</sup>, 2017 Royal Assent was given to Bill 68. This bill introduced a series of reforms to the *Municipal Act, 2001*, the *Municipal Conflict of Interest Act*, the *Municipal Elections Act, 1996*, *Planning Act* and others. As a whole, this Bill focusses largely on matters of municipal governance and financial accountability, however changes are also introduced that are intended to allow municipalities to be more proactive in combating and mitigating climate change. Of the various reforms introduced, an amendment to Section 270 of the *Municipal Act* has the effect of requiring all municipalities to adopt and maintain policies with respect to the protection and enhancement of the tree canopy and natural vegetation in the municipality. More specifically, Section 270 requires that:

270(1) A municipality shall adopt and maintain policies with respect to the following matters (...)

7. The manner in which the municipality will protect and enhance the tree canopy and vegetation in the municipality.

This section of Bill 68 comes into force and effect on March 1, 2019.

Of note, Bill 68 also:

- Allows for municipalities to conserve the environment in accordance with regulations, including powers to require green roofs or alternative roof surfaces in circumstances specified by the Building Code;
- Empowers municipalities to pass by-laws respecting climate change as part of their powers to enact by-laws relating to the economic, social, and environmental well-being of the municipality;

- Amends Section 2 of the *Planning Act* to make the “mitigation of greenhouse gas emissions and adaptation to a changing climate” an enumerated matter of provincial interest in which decision makers must have regard in considering planning matters.

Section 270 (1) (7) of the Municipal Act, 2001, S.O. 2001, c. 25 requires a municipality to adopt a plan which describes how to protect and enhance the tree canopy and natural vegetation.

On a watershed basis, Conservation Authorities, Environment Canada, and others recommend a minimum 30% tree canopy coverage to allow rivers and lakes within the watershed to maintain a healthy ecological and hydrological function. A healthy forest cover makes watersheds more resilient to effects of climate change and on a broader scale, helps sequester carbon

The following is a summary of the various policies employed by the Corporation of the City of Cornwall which are aimed at protecting and enhancing the City’s tree canopy and natural vegetation, and encourage actions that lead to an increase in the municipal tree canopy.

## B. Rationale for Tree Canopy and Natural Vegetation Policy

Tree cover and natural vegetation infrastructure have been found to produce a number of benefits which are broadly broken down into three themes:

### Economic:

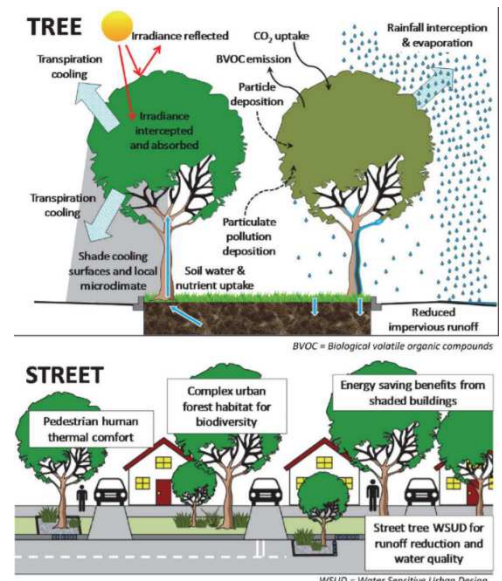
- Enhances aesthetic beauty of streetscape – a draw for new businesses and people;
- Increases property values;
- More attractive for tourism;
- Reduces cost of cooling in the summer and heating winter (wind reduction);
- Saves costs through reduced mowing;

### Community:

- Creates more walkable communities, public spaces and recreational areas;
- Creates more comfortable and beautiful city;
- Calms traffic and shades parked cars;
- More people outside means safer streets;
- Encourages more walking, jogging and cycling;
- Reduces sun exposure and heat related illness;
- Studies show the presence of trees improves mental well-being, fostering health and healing;

### Environmental

- Moderates temperature, especially in the summer;
- Trees provides the vital supply of oxygen needed for humans to breathe;
- Helps manage stormwater run-off, reduces flooding and enhances water quality;
- Creates wildlife habitat for birds, butterflies, pollinators, plants and animals;
- Helps reduce air pollution;



- Prevents erosion, especially along slopes.

For shoreline areas, a vegetative buffer contains pollutants (salt, fertilizer, septic leachate), reduces erosion, encourages infiltration and improves wildlife habitat, which leads to better outcomes for fish.

On a watershed basis, a minimum 30% tree canopy coverage is recommended by Conservation Authorities, Environment Canada and others to allow rivers and lakes within the watershed to maintain a healthy ecological and hydrological function. The Raisin Region Conservation Authority completed a Forest Cover and Trends Analysis in 2015 (Appendix A) which analyzed the forest cover trends within the region. The report determined the forest cover, overall, for the Raisin Region watershed to be approximately 34%. The report also analyzed the forest cover by municipality and determined the percentage of forest cover within the City of Cornwall to be approximately 20%. Anticipated effects of climate change include heavy rainfall events and unseasonable precipitation. Runoff from rainfall and snowmelt in a forested area has been demonstrated to be significantly less than in a developed or cleared area in both overall volume and peak flow. A healthy forest cover and natural vegetation areas makes watersheds more resilient to effects of climate change and on a broader scale, helps to sequester carbon and is consistent with the goals outlined for the community in the Official Plan as well as the City's five Strategic Priorities, one of which is Environmental Sustainability.

## C. Advocacy

The City needs partners to achieve a higher percentage of tree canopy. The following programs of advocacy and explanation of the benefits of the policy will help with public understanding and will encourage actions by all to meet the desired goals.

- Encourage tree planting and the non-removal of trees on private property through various incentives such as workshops, bulk tree purchases, neighborhood planting bees etc.
- Encourage an adopt-a-tree program for the ongoing care of trees planted by the City.
- Publicise the opportunity for residents to request a City street tree in front of their house.
- Work closely with local arborist companies to promote best tree maintenance practices.
- Work closely with the four school boards to promote adding to and preserving the current tree canopy and to reduce grass mowing areas and introduce naturalized areas wherever possible.
- Seek partnerships with the Raisin Region Conservation Authority and local advocacy groups to create and fund tree canopy enhancements in available vacant spaces, shorelines and public areas such as the 'Tiny Forest @ the Library'.
- Support partner agencies in delivery of programs such as the Raisin Region Conservation Authority Tree Seedling Program, the 50 Million Tree Program and the Edible Cities Program.
- Proactively seek other emerging partnership and funding opportunities, amending the policy to include these.
- Promote and publicize the Commemorative Tree Planting Program to encourage buying and planting of trees.
- Promote and publicize the City Arboretum as a place to learn about all the different city trees available.
- Identify and celebrate 'Legacy Trees' as well as naturalized areas and the importance of the 'Ribbon of Life' along shorelines, providing signs to raise awareness of their value.
- Plan for the publication and distribution of this policy on the City website, in other municipal advertising and at the pre-consultation stage of development applications.
- Support the ongoing assessment of the quality and quantity of the tree canopy condition in the city. Support tree inventory and mapping as resources permit to ensure targets are being met.

- Provide information for the public on cost savings, carbon and energy reductions resulting from city actions such as reduced mowing areas.

## D. Municipal Role

The City through its various departments will take the following measures within its own operations to preserve and enhance the urban tree canopy as well as increase areas of natural vegetation within the city. Its actions can also serve a model for the actions taken by citizens on their own property.

### Goals and Priorities

- Environment and Sustainability is one of the city's current five key priorities and this Policy provides one of the key means to achieve the initiatives contained in that priority.
- The City is committed to increasing the overall urban tree canopy coverage to at least the 30% recommended by Conservation Authorities and Environment Canada as needed to maintain a healthy ecological and hydrological function. This goal is recommended to be achieved within a ten year period, with monitoring on a regular basis to ensure the goal is achieved.

### Subdivision Development – Boulevard Tree Planting and Parkland Dedication Requirements:

~~—Tree Planting Policies for New Development~~

#### ~~Subdivision Development – Boulevard Tree Planting and Parkland Dedication Requirements~~

- ~~—The City's standards for all new subdivision developments are outlined in detail within the Department of Infrastructure Planning's Subdivision Manual. As part of the subdivision development process, Developers enter into a contractual agreement with the municipality called the "Subdivision Agreement". This Subdivision Agreement is a binding contract which specifies the Developer's obligations, including boulevard tree planting and parkland dedication. Typically the Subdivision Agreement stipulates one new boulevard tree for every building unit. (ie. One boulevard tree for every single family dwelling, and two boulevard trees for semi detached dwellings, etc). New boulevard tree plantings are to be native tree species as much as possible and shall be in conformance with the City's tree planting specification. Also the Subdivision Agreement typically specifies that a minimum of 5% of the overall development be dedicated as parkland, unless determined by the Department Manager that the neighbourhood already has adequate parkland. In the event that the neighbourhood is determined to already have adequate parkland, the Developer is required to provide the City with cash in lieu of a parkland dedication valued at 5% of the raw land value of the entire development.~~

### Site Plan Development – Landscaping Requirements

- ~~—Development sites subject to site plan approval are required to supply a landscaping plan as part of the review process. Proponents are typically encouraged to include a high degree of landscaping elements typically on private lands which includes planting of a variety of species and callipers as defined in the site plan design guideline manual. There is a key focus on landscaping major streets and City entrances. Every effort to protect and preserve existing mature trees shall be made where practical. It should be noted that removal of trees from the site will likely mean that a higher level of landscaping will be required to compensate. Various City staff will provide commentary during the site plan review process to ensure~~

that the proposed landscaping plan is in concert with their respective by-laws and the governing site plan design manual.

- Identify and ensure the preservation of high quality existing trees when City owned property is sold, with the sale process applying the appropriate plan of subdivision and/or site plan controls.

### **City Tree Management Operation Policies**

- The preservation of existing trees will be a key priority when undertaking City Public works projects such as construction of new sidewalks and roadways or other public works. There are a number of circumstances, however in which the removal of a City owned tree is required. The following explains the tree replacement policies that are in place to protect the City's tree canopy.

### **City Initiated Tree Removals and Replacement Plantings**

- There are a number of conditions in which a City owned tree may require removal, such as due to poor health condition, or a tree may be causing damage to private property, etc. If a City tree is deemed to require removal, the Parks and Landscape Dept. endeavours to plant replacement trees at a ~~1:1~~2:1 ratio. As much as possible, staff attempt to locate the replacement planting in the same location as the removed tree, however there are occasions where the same location is not suitable for a new planting. In those circumstances the replacement tree will be planted in a more suitable location. Replacement plantings shall be native species as much as possible and shall be in conformance with the City's tree planting specifications.
- Replace each removed street tree with two trees, to compensate for the loss of a mature tree canopy, preferably on the same block. In blocks and neighbourhoods where there are few street trees, plant three.
- Priority will be given to areas of the City that have little or no tree canopy.
- Provide opportunity to abutting property owners to select preferred species from list.
- Update species list to remove certain non-native species (particularly those that can become invasive, like Norway Maple) and include new native cultivars that have been bred for resistance to pests (such as elm).
- Identify and eradicate invasive species of trees and vegetation before spreading makes it too costly to take action.

### **Tree Removals Resulting from City Construction Projects and/or Infrastructure Repairs**

- Some tree removals are required as a result of the City's infrastructure renewal projects or as a result of underground infrastructure repairs. Typically, such work is initiated by the City's Municipal Works and Infrastructure Planning Department. Whenever there is a concern that such work may impact the health of a City tree, the Parks and Landscape Department will assist by reviewing the impact and make a recommendation as to whether the tree should be removed. Upon the completion of the project/work the Municipal Works and Infrastructure Planning Department work with the Parks and Landscape Department to replace any removed trees with replacement plantings. Replacement plantings shall be native species as much as possible and shall be in conformance with the City's tree planting specifications.

### **Emerald Ash Borer (EAB) Management Plan**

- The City has implemented a management plan to deal with an invasive species, the Emerald Ash Borer, which is an insect that attacks and kills ash tree species. At the beginning of the plan in 2014, the City identified approximately 3500 ash trees located on City owned land (boulevards, parks, City building properties, City owned woodlots). The EAB Management Plan includes three main activities: the removal

of infected trees, TreeAzin injection treatment, and planting replacement trees. Each year staff review the condition of the City ash tree inventory and identify infected trees requiring removal and contractors are retained to remove said infected trees. The plan includes a tree replacement strategy at a 1:1 ratio. As much as possible, staff attempt to locate the replacement planting in the same location as the removed tree, however there are occasions where the same location is not suitable for a new planting. In those circumstances the replacement tree will be planted in a more suitable location. Replacement plantings shall be native species as much as possible and shall be in conformance with the City's tree planting specifications. The plan also includes a TreeAzin injection treatment which is intended to prolong the life of specific ash trees on City boulevards and parks that have been identified and characterized as significant. The purpose of the treatment is not to save the tree from its inevitable demise, but is intended to prolong the life of the treatment until such time that removal is required. This delay in the removal of the treated tree will provide new plantings in the area the opportunity to become established so that when the treated tree is removed the impact to the canopy in the vicinity won't be as severe.

### Potential Threats

- There is always the potential threat that other invasive species similar to the Emerald Ash Borer or diseases (such as Dutch Elm Disease) may threaten the health of the tree canopy in Cornwall and the surrounding area. Staff from the Parks and Landscape Department endeavour to participate in industry conferences, education and network opportunities.

### Natural Vegetation

#### Naturalization of Public Spaces and shoreline areas.

- All shoreline areas will include a "ribbon of life" revegetation for new and renovated waterfront developments in accordance with the best practices outlined in this policy.
- The Parks and Landscape Department completed a review of its grass cutting operations in 2018 and identified areas for naturalization. Reducing grass cutting operations wherever possible, allows areas to return to their natural state, providing increased opportunities for new tree growth thus improving the City's tree canopy. The Parks and Landscape Department will continue to look for new opportunities to reduce grass cutting operations wherever possible and to naturalize areas.

### E. Best Practices

These practices are provided to support residents, staff and others in developing planting plans that ensure the long-term survival of tree and vegetation plantings.

- Encourage native trees that are best adapted to local environment and contribute to ecological system;
- Identify trees which over the long term may be susceptible to changing climate (ie. Trembling aspen, white spruce) and those that are more likely to thrive (oak). Some examples of these species are included in Schedule "A".

Schedule "A"

Trees	Shrubs	Partial Shade	Full Sun	Shoreline
<b>Riparian Zone</b>	Black Chokeberry	Bearberry	Black-eyed Susan	Blue Flag Iris
Balsam Fir	Nannyberry	Bloodroot	Big Bluestem Grass	Blue Vervain
Red Maple	Northern Bush	Bunchberry	Canada Goldenrod	Boneset
Tamarack	Honeysuckle	False Solomons Seal	Common Milkweed	Cardinal Flower
Black Spruce	Pagoda Dogwood	Jack-in-the-pulpit	Flat-topped Aster	Swamp Milkweed
Eastern Hemlock	Red Osier Dogwood	Wild Columbine	New England Aster	Joe Pye Weed
	Smooth Wild Rose	Foamflower	Pearly Everlasting	White Turtlehead
<b>Medium Sized</b>	Swamp Rose	Ostrich Fern		
Chokecherry	Sweet Gale			
Pin Cherry	Winterberry Holly			
Serviceberry	Common Elderberry			
Striped Maple	Highbush Cranberry			
Ironwood	Lowbush Blueberry			
Eastern White Cedar	Meadowsweet			
	Serviceberry			
	Steeplebush			
<b>Large Sized</b>				
Bur Oak				
Red Oak				
Silver Maple				
Trembling Aspen				
White Birch				
Red Spruce				
Eastern White Pine				
Butternut				
Sugar Maple				

- Identify trees for planting that are better suited to certain constrained lands such as small spaces and urban conditions (road salt, compaction, etc).
- Planting tips to help ensure the right trees survive in the right places with minimal maintenance.
- For other vegetation, encourage mix of shrubs and flowers to enhance biodiversity, create habitat (pollinators) and improve desirability of public and private greenscapes;
- Where to Plant: Consideration should be given to where trees and vegetation are planted. Prior to planting a tree, property lines, utilities (power lines, buried water/sewer laterals or other 'hard' infrastructure) should be considered. The location of a tree should take into context its future size as it relates to a building's foundation and roof.
- Identify and remove invasive species: Recognizes that the ecological benefit of removing invasive species over the long term exceeds the limited benefits of allowing them to remain in place;
- Shoreline naturalization: Hardening the shoreline with stone or concrete should be avoided. Vegetated areas adjacent to watercourses, lakes, rivers and wetlands are known as shoreline buffers. Shoreline buffers protect water from pollutants by filtering contaminants, providing habitat for native species and preventing shoreline erosion.
- Shoreline buffers should be at least 15-30 metres upland from the shore as recommended by the Ministry of Natural Resources and Forestry; and composed of natural vegetation with a broad corridor of undisturbed vegetation. Shoreline buffers should not be grassed.
- Maintenance and Preservation: Trees and vegetation require special care and treatment. If it appears the vegetation is struggling, it is recommended you speak to a professional.
- Commercial / Higher Density Uses: In addition to this applying to single detached homes and smaller residential uses, it can also provide guidance to larger commercial/multiple residential developments. In addition to the benefits listed previously, increased vegetative buffers help beautify commercial properties and match the natural beauty of the Cornwall area.
- Other benefits that can be considered: Green parking lots to reduce stormwater flows and the costs of stormwater maintenance. Vegetated aisles and parking islands to increase shaded areas and reduce micro climates. Green roofs to reduce total stormwater runoff and enhance the urban canopy. The City of Toronto Design Guidelines for "Greening" Surface Parking lots provides an excellent reference.

## F. Appendices

Appendix A: Raisin Region Conservation Authority completed a Forest Cover and Trends Analysis in 2015

Appendix B: City of Cornwall Tree Planting Policy



**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**Report**

Department: Corporate Services  
Division: Clerk's Division  
Report Number: 2019-203-Corporate Services  
Prepared By: Geoffrey Clarke, General Manager, Corporate Services and  
Manon Levesque, City Clerk  
Meeting Date: November 25, 2019  
Subject: Electoral System Review

**Purpose**

To outline the process of undertaking an Electoral System Review.

**Recommendation**

That Council receive Report 2019-203-Corporate Services.

**Financial Implications**

Administration estimates the cost of an Electoral System Review to be \$60,000 and recommends that, should Council choose to move forward with this review, it allocate \$60,000 in the 2020 Budget. This projected cost is based on discussions with other municipalities that have under gone a similar exercise.

**Background / Discussion**

Previous Ward System & Council Size in Cornwall

The City of Cornwall had previously operated under a ward system of six (6) wards with two elected officials per ward, for a council size of twelve (12) Aldermen and one (1) Mayor.

This system of representation was in place until 1974, when the question of changing from that system to election at large was put on a ballot. The citizens of Cornwall voted for a change to the election at large system, with the first election of this kind taking in place in 1975.

In 1985, Council reviewed the question of Council size and whether it should be reduced from twelve (12) to ten (10) Councillors with one (1) Mayor. This question was placed on an electoral ballot with the citizens of Cornwall voting in favour of a smaller Council. The new structure of ten (10) Councillors and one (1) Mayor was put in place in 1988.

### Municipal Act Requirements

Section 222 of the Municipal Act, 2001 provides the framework and authority by which Councils may, by By-law, split their territory into smaller voting subdivisions (wards) or dissolve wards. Once the By-law is passed, the new ward boundaries come into force during the next regular election

The process to implement and review new ward boundaries would include:

- Passing of a By-law to establish a municipality into wards
- Notice within 15 days of the Passing of the By-law allowing for appeals to be filed
- Appeals to be filed within 45 days after the passing of the By-law
- Appeals to be filed with Ontario Municipal Board within 15 days following the final date of appeal
- Hearing of appeals by the Ontario Municipal Board and issue of an order affirming, amending or repealing the By-law

The Municipal Act, 2001 does not provide any criteria to guide the City's electoral system review process; however, legal precedent and decisions have established a set of guiding principles that are generally adhered to. These guiding principles include:

- 1) Effective Representation
- 2) Representation by Population
- 3) Protection of Communities of Interest and Neighborhoods
- 4) Future Population Trends
- 5) Physical Features and Natural Boundaries

### Council Size vs, A Ward System

Council may wish to retain the current election at large electoral system, yet seek a smaller Council size.

Under the Municipal Act, 2001, municipalities are authorized to change the composition of its Council to a minimum of five Council Members, one of whom shall be the Head of Council.

Municipalities are given a significant amount of discretion to determine the size of their respective Councils. Beyond the five-member minimum, the Municipal Act does not provide criteria to guide or assist a municipality's decision-making process. Pursuant to the Municipal Act, changes to Council composition must be approved by By-law.

If a By-law was to be in place prior to the end of 2021, a revised Council structure would be in effect in time for the 2022 Municipal Election. If a By-law was to be in place in 2022, in the year of a regular election, before voting day, a revised Council structure would be in effect after the second regular election following the passing of the By-law (Municipal Election of 2026).

Please note that the Municipal Act does not provide for an appeal mechanism for objections to a By-law altering the composition of Council.

A question could be placed on the ballot (also known as a Referendum) at the next Municipal Election, October 2022. The Municipal Elections Act, 1996, allows municipalities to endorse By-laws to place questions on the ballot subject to certain requirements. This option is very prescriptive and, should Council wish to pursue this option, a detailed report outlining the process will be presented at a future Council Meeting.

### Considerations for Moving Forward

Should Council consider conducting an Electoral System Review, Administration is recommending that a consultant be retained through an RFP process to complete the review, and that this work be overseen by a Task Force created for this purpose.

The City will require someone with expertise in this unique field of knowledge and give consideration to the credibility that person would bring to the overall project. Further to this, Administration will coordinate the project with the City's legal counsel to ensure that all proper documentation is obtained and all procedures are followed properly.

We recommend that a consultant would be required to do an in-depth analysis of Cornwall, based on both our historical ward system and the five (5) guiding principles highlighted earlier in this report. With these considerations, Administration feels that there would be the proper diligence in determining the appropriate ward options for Cornwall.

The electoral system review process is expected to be an extensive project that could take up to a year to complete. As such, Administration is recommending that the project commence as soon as possible to allow time to consider any appeals prior to 2022 Municipal Election.

#### Communications Considerations

An electoral system review would require substantial public consultation. Administration would work closely with the consultant to develop an extensive stakeholder consultation plan that would include public meetings, social media outreach and the use of online tools.

#### Conclusions

The Municipal Act does not stipulate how often municipalities must complete Electoral system reviews and ward boundary reviews.

With this report, Administration's sole intent is to convey the lengthy time this project would require to complete and establish what is understood to be the guiding principles in determining a possible ward system.

### Report Approval Details

Document Title:	Electoral System Review - 2019-203-Corporate Services.docx
Attachments:	
Final Approval Date:	Nov 20, 2019

This report and all of its attachments were approved and signed as outlined below:

**Geoffrey Clarke - Nov 20, 2019 - 10:57 AM**

**Tracey Bailey - Nov 20, 2019 - 3:50 PM**

**Maureen Adams - Nov 20, 2019 - 5:25 PM**

**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**Report**

Department: CAO  
Report Number: 2019-201-CAO  
Prepared By: Maureen Adams, Chief Administrative Officer  
Meeting Date: November 25, 2019  
Subject: Follow-Up to Compensation for the Mayor

**Purpose**

To provide additional information as a follow up to the report provided at the Council meeting on November 12, 2019, to further review the Mayor's compensation and the impact of the elimination of the Federal tax-free exemption allowance for elected members of Council.

**Recommendation**

That Council consider one of the following options to offset the impact of the elimination of the tax exemption for one third of the Mayor's salary:

**Option 1**

Increase the Mayor's contribution to a RRSP to 18% of the Mayor's annual salary to partially offset the impact of the tax free exemption.

**Option 2**

Provide a one-time increase in the Mayor's annual salary in the amount of \$8,000 which would result in the Mayor receiving the same net pay prior to the elimination of the tax free exemption.

## **Financial Implications**

The current annual salary for the Mayor is \$55,020 for 2019 per the motion approved by Council at the meeting on November 12, 2019.

Beginning January 1, 2019, the Mayor's compensation shall also include the following Benefit and Pension provisions:

1. Compensation for Pension Benefit as per the established payment rate under the Ontario Municipal Employees Retirement Plan paid out for the purchase of RRSPs.
2. Benefits shall be paid for Dental, LTD and Life Insurance.
3. Monthly Car Allowance shall be established at \$160.00 per month.
4. Annual Compensation as a Member of the Cornwall Police Services Board would continue in accordance to the established remuneration.

## **Strategic Priority Implications**

This report addresses Council's accountability and transparency to the ratepayers of the City of Cornwall.

## **Background / Discussion**

At the previous meeting of Council on November 12, 2019, Council passed a motion requesting the CAO provide a report with some recommendations for further consideration to the Mayor's compensation as a result of the elimination of the one-third tax exemption for elected officials.

Per the report that was presented to Council on August 12, 2019, the impact of the one-third tax exemption would result in a net pay reduction of approximately \$6,200. Alternatively, an increase in salary of approximately \$8,000 would yield the same net pay.

The annual contribution limit to RRSPs is 18%. The maximum contribution in 2019 per the Mayor's salary would be \$9,900. This would be an increase of approximately \$5,000. Although this would not completely offset the reduction in net pay, it could be considered as a reasonable alternative.



Following a decision by Council, Administration, as per the Municipal Act will bring a bylaw to Council for approval. The bylaw will set out the salaries and eligible expenses for the Mayor and Councillors, which in turn, informs part of the Annual Statement of Remuneration and Expenditures report for Council.

Document Title:	Follow-Up to Compensation for the Mayor - 2019-201- CAO.docx
Attachments:	- Nov 12 - Report - Follow up to Compensation for Council.pdf - Aug 12 - Report - Council Compensation for Term of 2018 to 2022.pdf
Final Approval Date:	Nov 20, 2019

This report and all of its attachments were approved and signed as outlined below:

**Maureen Adams - Nov 20, 2019 - 5:19 PM**

**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**Report**

Department: Financial Services  
Division: Finance  
Report Number: 2019-205-Financial Services  
Prepared By: Tracey Bailey, General Manager  
Meeting Date: November 12, 2019  
Subject: Follow up to Compensation for Council

**Purpose**

To obtain direction with respect to the Mayor's compensation for this term of Council.

**Recommendation**

That Council adopt an increase for the Mayor's annual salary at the annual rate of inflation as defined by the Consumer Price Index (CPI) by Statistics Canada, and proceed with a bylaw for adoption at the next regular Council meeting.

**Financial Implications**

The current salary for the Mayor is \$53,941. Included in the 2019 Budget is a cost of living increase of 2% for Council compensation. The salary for the Mayor is budgeted at \$55,020. The annual salary beginning January 1, 2019 would be based on the remuneration received by the Mayor plus an increase based on CPI for the current term of Council, as follows:

<u>Year</u>	<u>Annual Remuneration</u>	
2019	\$55,020	Actual
2020	\$56,120	Estimated
2021	\$57,242	Estimated
2022	\$58,387	Estimated

The annual cost of living increase would be calculated based on the Dec to Dec CPI percentage change posted on the Statistics Canada website.

Beginning January 1, 2019, the Mayor's compensation shall also include the following Benefit and Pension provisions:

1. Compensation for Pension Benefit as per the established payment rate under the Ontario Municipal Employees Retirement Plan paid out for the purchase of RRSPs.
2. Benefits shall be paid for Dental, LTD and Life Insurance.
3. Monthly Car Allowance shall be established at \$160.00 per month.
4. Annual Compensation as a Member of the Cornwall Police Services Board would continue in accordance to the established remuneration.

### **Strategic Priority Implications**

This report addresses Council's accountability and transparency to the ratepayers of the City of Cornwall.

### **Background / Discussion**

Pursuant to the Municipal Act, municipal Councils have a legal obligation to conduct a review of its compensation at least once every four years.

Traditionally, previous Councils have conducted this review during its final year of its term.

At its meeting of August 12, 2019, Council approved an annual increase to the salaries received by Councillors for the current term of Council. The Mayor's annual salary has not yet been decided.

In 2018, the Association of Clerks and Treasurers of Ontario (AMCTO) completed a report titled Municipal Council Compensation in Ontario. The goal of the report was to provide a better understanding of how municipalities compensate their councils, create a resource for municipalities who are reviewing their council remuneration packages, and to add to the body of research about how local politicians are paid. The findings of the report are based on 2017 data from 257 municipalities.

The following charts are excerpts from the AMCTO report. The charts outline the average Head of Council salary by population size and region (Table 1) and the percentage by population size (Table 2).

Head of Council Salary							
REGION	POPULATION						
	Less than 4,999	5,000 -9,999	10,000 -24,999	25,000 -49,999	50,000 -99,999	100,000 -249,000	More than 250,000
Province-wide	\$18,779	\$24,055	\$31,721	\$52,592	\$68,305	\$93,087	\$157,496
Eastern Ontario	\$34,962	\$43,054	\$34,429	\$45,396	\$54,964	\$0	\$0
Central Ontario	\$20,129	\$25,341	\$33,344	\$62,826	\$81,550	\$107,290	\$159,777
South-Western Ontario	\$19,203	\$19,499	\$29,245	\$48,724	\$61,716	\$86,079	\$154,075
Northern Ontario	\$17,159	\$23,769	\$32,926	\$0	\$0	\$0	\$0

Table 1

Head of Council Salary							
Population	SALARY						
	Less than \$20,000	\$20,000 -\$40,000	\$40,000 -\$60,000	\$60,000 -\$80,000	\$80,000 -\$100,000	\$100,000 -\$120,000	More than \$120,000
Less than 4,999	56%	41%	4%	-	-	-	-
5,000 - 9,999	31%	69%	-	-	-	-	-
10,000 - 24,999	6%	81%	14%	-	-	-	-
25,000 - 49,999	-	33%	42%	17%	8%	-	-
50,000 - 99,999	-	8%	23%	38%	31%	-	-
100,000 - 249,999	-	-	-	27%	45%	9%	18%
More than 250,000	-	-	-	-	-	20%	80%

Table 2

Following a decision by Council, Administration, as per the Municipal Act will bring a bylaw to Council for approval. The bylaw will set out the salaries and eligible expenses for the Mayor and Councillors, which in turn, informs part of the Annual Statement of Remuneration and Expenditures report for Council.

### Report Approval Details

Document Title:	Follow up to Compensation for Council - 2019-205-Financial Services.docx
Attachments:	
Final Approval Date:	Nov 5, 2019

This report and all of its attachments were approved and signed as outlined below:

Geoffrey Clarke - Nov 5, 2019 - 3:44 PM

Tracey Bailey - Nov 5, 2019 - 4:41 PM

Maureen Adams - Nov 5, 2019 - 6:41 PM



## **Cornwall City Council**

**DEPARTMENT:** Corporate Services  
**REPORT NUMBER:** 2019-083-CL  
**PREPARED BY:** Manon L. Levesque, City Clerk  
**REPORT DATE:** August 01, 2019  
**MEETING DATE:** Aug 12, 2019 07:00 PM  
**SUBJECT:** Council Compensation for Term of 2018 to 2022

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### **PURPOSE**

To provide information to Members of Council for them to contemplate their compensation for the current term of Council.

### **RECOMMENDATION**

- (a) That Council receive Report 2019-083-CL
- (b) That Council provide direction to Administration on how it wishes to proceed with its compensation.

### **FINANCIAL IMPLICATIONS**

Once Council has made its decision, the City will budget accordingly.

### **STRATEGIC PRIORITY IMPLICATIONS**

This report addresses Council's accountability and transparency to the ratepayers of the City of Cornwall.

### **BACKGROUND / DISCUSSION**

Pursuant to the Municipal Act, municipal Councils have a legal obligation to conduct a review of its compensation at least once every four years.



Traditionally, previous Councils have conducted this review during its final year of their term.

Council compensation is meant to be a recognition for time commitments by the individuals while in public office and carrying out the duties associated with being elected officials.

In 2018, the previous Council struck a Ad-Hoc Council Compensation Committee to review the compensation level. The Committee was made of two (2) Lay Members, and three (3) Members of Administration, those being from the Clerk's Division, Financial Services and Human Resources.

The Committee was asked to review the compensation levels of Council in comparison to a survey conducted by AMCTO (a copy of which is attached), as well as review the recent changes to the Federal tax free exemption allowance for elected members of provincial legislatures, municipal councils, and utility commissions that was eliminated on January 1, 2019. The tax free exemption allowance provided for one third (1/3) of the compensation to be exempt while the final two thirds (2/3) was taxable. This change to the legislation makes it that the entire compensation for elected members is taxable.

The Committee was not able to complete its mandate within the time frame of the previous Council. A conflict of interest was declared during the process by one of the Committee Members after filing nomination papers for the office of Councillor.

The current salary for the Mayor is \$53,941 plus benefits which include life insurance, Long Term Disability, RRSPs and a modest dental plan.

The Mayor has an expense account of \$10,000 per year.

The current salary for an individual Councillor is \$16,249 per year with no personal benefits.

Each Councillor has an expense account of \$1,257.50 per year.

Council, as a whole, has a budget for corporate travel and conferences such as, AMO and FCM. The total of this budget is \$25,000 which averages to approximately \$2,300 per Council Member per year.

Council is also given the option for a laptop or tablet and a cell phone. The laptop or tablet is a one time purchase of \$1,200 for a four year term which equals \$300 per year. The cost of the cell phone, on average, is \$60 per month for a total of \$720 per year.

The following charts illustrate the change in net pay following the changes to Federal tax free exemption allowance.

<b>Mayor</b>	<b>Net With Tax Free Portion</b>	<b>Net Without Tax Free Portion</b>	<b>Earnings Required to Net Same</b>	<b>Annual Increase Required</b>
Earnings	53,941.41	53,941.42	61,996.22	<b>\$8,054.80</b>
Car Allowance	1,920.00	1,920.00	1,920.00	<b>14.93%</b>
RRSP	4,854.73	4,854.73	5,579.66	
Life Insurance Premium	450.58	450.58	450.58	
Total Earnings (Includes Taxable Benefit)	61,166.72	61,166.73	69,946.46	
Taxable Earnings	41,568.01	61,166.73	69,946.46	
Income Tax	8,212.10	13,581.62	16,184.48	
CPP	1,941.47	2,748.90	2,748.90	
<b>Net Pay</b>	<b>51,013.15</b>	<b>44,836.21</b>	<b>51,013.08</b>	
<b>Net Annual Difference - Elimination of Tax Exemption</b>		<b>(6,176.94)</b>		
<b>Councillor</b>	<b>Net With Tax Free Portion</b>	<b>Without Tax Free Portion</b>	<b>Earnings Required to Net Same</b>	<b>Annual Increase Required</b>
Earnings	16,249.22	16,249.22	17,971.72	<b>\$1,722.50</b>
Taxable Earnings	10,832.81	16,249.22	17,971.72	<b>10.60%</b>
Income Tax	1,913.60	2,944.24	3,271.84	
CPP	373.88	650.26	738.14	
<b>Net Pay</b>	<b>13,961.74</b>	<b>12,654.72</b>	<b>13,961.74</b>	
<b>Net Annual Difference - Elimination of Tax Exemption</b>		<b>(1,307.02)</b>		

A recent survey was completed to better understand how neighbouring and comparable municipalities compensate their Councils, a copy of which is attached.

For the period leading up to 2018, the previous Council had adopted an increase at the annual rate of inflation as defined by the Consumer Price Index (CPI). The CPI increase has been budgeted in 2019. Included in the 2019 Budget is a salary for the Mayor at \$55,020 and for each Councillor at \$16,574.

## ATTACHMENTS



Council Compensation Survey.xls AMCTO Municipal Council Compensation Report.pdf

Motion to:

(a) adjust the 2019 salary by \$1,722.50 resulting in a base salary of \$17,971.72 for 2019 due to the elimination of the one-third tax exemption; and

(b) increase the base salary for the years 2019, 2020 and 2021 by \$1,342.80 as follows:

2019 base pay of \$17,791.72 + \$1,342.80 = \$19,314.52 for 2020

2020 base pay of \$19,314.52 + \$1,342.80 = \$20,657.32 for 2021

2021 base pay of \$20,657.32 + \$1,342.80 = \$22,000.12 for 2022

A recorded vote on this matter resulted as follows:

### **Votes For = 8**

Bernadette Clement, Mayor  
Claude E. McIntosh, Councillor  
Elaine MacDonald, Councillor  
Syd Gardiner, Councillor  
Dean Hollingsworth, Councillor  
Carilyne Hébert, Councillor  
Glen Grant, Councillor  
Eric Bergeron, Councillor

### **Votes Opposed = 2**

Maurice Dupelle, Councillor  
Todd Bennett, Councillor

### **Abstained = 1**

Justin Towndale, Councillor

Moved By: Elaine MacDonald, Councillor

Seconded By: Syd Gardiner, Councillor

Motion Carried

**Approval**

August 08, 2019 09:58 AM

Manon L. Levesque  
City Clerk

Manon Levesque

August 08, 2019 10:03 AM

Geoffrey Clarke  
General Manager, Corporate Services

GC

August 08, 2019 10:26 AM

Tracey Bailey  
General Manager, Financial Services

Tracey Bailey

August 08, 2019 10:42 AM

Maureen Adams  
Chief Administrative Officer

M. Adams

**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**Report**

Department: Planning, Development and Recreation  
Division: Building and By-law  
Report Number: 2019-226-Planning, Development and Recreation  
Prepared By: Christopher Rogers, Chief Building Official  
Meeting Date: November 25, 2019  
Subject: **Cornwall and Area Chamber of Commerce Request to  
Provide Limited Complimentary Parking in December**

**Purpose**

This report is in response to a Chamber of Commerce document dated November 14, 2019 (attached), containing a request to suspend parking enforcement (paid parking) in the month of December, between 4:00 p.m. and 6:00 p.m. daily; the Chamber's request is exclusive to the Downtown and LeVillage BIA Districts.

**Recommendation**

- (a) That Council receive Report 2019-226
- (b) That Council provide direction with respect to the Chamber of Commerce's request.

**Financial Implications**

The paid parking program is Monday to Friday from 9:00 a.m. to 6:00 p.m. Complimentary parking is being requested for two of those nine hours in the month of December, exclusively in the Downtown and LeVillage BIA Districts . Parking meters and pay by plate stations are located predominately in these two commercial districts. This considered and as the Chamber's request is a component of a "shop local" initiative, the estimated revenue loss based on 2018 actual revenue is not limited to the BIA Districts but has been estimated based on city wide complimentary parking . It is

estimated to be in the \$7,200 range (approximately 1.5% of the total 2018 actual meter, pay station and violation revenue ) .

## **Background / Discussion**

There are two components to what is commonly referred to as "parking enforcement". One of them is the paid parking program where public parking is offered by the City at a \$1.00 per hour rate, Monday to Friday from 9:00 a.m. until 6:00 p.m. Additional revenue is derived from associated violations where parking tickets are issued for failure to pay, expired time limit and similar violations.

Paid public parking facilities promote parking space use turnover and limits monopolisation of available parking. This benefits commercial activity, particularly for urban core retail and service establishments.

Funding for the entire parking enforcement initiative is primarily derived from the paid parking program, and fully offsets operating expenditures; any excess is deposited to the parking enforcement Reserve Fund.

The second component of parking enforcement is a 24/7 activity, ensuring that public welfare and right-of-way maintenance regulations contained in the Traffic and Parking By-Law are respected. Said regulations protect against barrier free (accessible) parking abuse, municipal sidewalk and fire hydrant obstructions and municipal property damage resulting from parking on the sodded City boulevard. It supports school zone safety, property and emergency access, garbage and snow removal as well as street cleaning activity. Some revenue is derived.

Enforcement of this public welfare component of "parking enforcement" cannot be suspended and is not the subject of the Chamber of Commerce's request.

## **Conclusion**

Any revenue contraction is of concern, particularly as the 2018 purchase of replacement auto issue ticket devices and supporting software continues to impact the parking program Reserve Fund.

As informed earlier in this report, the forecasted revenue loss reflects city wide complimentary parking between 4 p.m and 6 p.m , Monday to Friday for the month of December. Reasonably, it is not limited to the two BIA's, as the Chamber of Commerce has requested.

Document Title:	Limited Complimentary Parking in December - 2019-226-Planning, Development and Recreation.docx
Attachments:	- parking request 2019.pdf
Final Approval Date:	Nov 19, 2019

This report and all of its attachments were approved and signed as outlined below:

**Christopher Rogers - Nov 14, 2019 - 5:02 PM**

**Mark A. Boileau - Nov 15, 2019 - 2:50 PM**

**Maureen Adams - Nov 19, 2019 - 10:11 PM**





**Manon Levesque**  
Clerk  
City of Cornwall

**Nov. 14, 2019**

**- Parking enforcement request -**

Good day Manon:

Thank you for reading this letter. I am reaching out to you today to make a request that will work in conjunction with a shop-local campaign that the above-noted organizations and the City of Cornwall have partnered on for the coming holiday season.

As you know, shopping local is a pillar of the small business community and making it as easy as possible to draw shoppers to our local stores is a mandate that we have embraced.

**To that end, we are requesting that for the month of December parking enforcement in both of Cornwall's BIA districts be suspended each day beginning at 4 p.m.** It is our plan to communicate this suspension with our members by way of media coverage and social media posts. We realize that this request will have an impact on the bottom line for the city, but in the interests of improving the shopping experience for local merchants and their customers, we believe this request has merit. You will recall last year city council agreed to this request.

This request focuses solely on paid parking spots in the BIAs. It should not reflect a request to suspend enforcement when it comes to violations like parking in front of fire hydrants or handicap spaces without the proper permit.

We look forward to your response and would be most happy to provide feedback and/or answer questions. Thank you for your kind attention and thanks to the City of Cornwall for its support, both in the past and in the future.

Yours truly,

**Todd Lihou**  
Centretown Coordinator

**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**Report**

Department: Financial Services  
Division: Purchasing  
Report Number: 2019-210-Financial Services  
Prepared By: Nicole Robertson, Supervisor  
Meeting Date: November 25, 2019  
Subject: Municipal Works Two-Way Radio

**Purpose**

To provide Council with information as it relates to upgrading the Municipal Works Two-Way Radio System.

**Recommendation**

That Council approve a non-competitive procurement for the lease and installation of a two-way radio communication system from BearCom for a term of five years for a total of \$233,740.50 (net cost to Corporation - \$210,490.56) plus installation.

**Financial Implications**

The Corporation will budget accordingly in the 2020 Budget and subsequent yearly budgets for these services.

## **Strategic Priority Implications**

This report addresses Council's accountability and transparency to the ratepayers of the City of Cornwall.

## **Background / Discussion**

The Municipal Works Division manages the two-way radio system for the following City departments: Sewer, Water, Roads, Parks, Recreation, and City Facilities. The leasing term on the current system is expiring at the end of 2019. The department requires that new two-way radios be installed on Corporate owned vehicles.

In reviewing the options for a new system, the Department identified that a licence frequency and infrastructure was available to be used from the existing radio system that is owned and operated at Cornwall Transit. BearCom is the current Motorola provider of the Transit radio system.

Making use of this second frequency will take advantage of infrastructure already in place, improve efficiencies and communications that are vital to City services. Digital two-way radios offer several advantages over analog, including, clearer audio, push to talk (PTT) function to meet upcoming legislation, display ID, and enhanced reporting features. For risk management and liability, the City monitors and keeps records of all road patrol activities and winter operations.

At the end of the 5-year leasing term with BearCom, the radios would become the property of the Corporation.

Document Title:	Municipal Works Two-Way Radio Communication System - 2019-210-Financial Services.docx
Attachments:	
Final Approval Date:	Nov 21, 2019

This report and all of its attachments were approved and signed as outlined below:

**No Signature - Task assigned to Bill de Wit was completed by workflow administrator Manon L. Levesque**

**Bill de Wit - Nov 21, 2019 - 8:45 AM**

**Tracey Bailey - Nov 21, 2019 - 9:05 AM**

**Maureen Adams - Nov 21, 2019 - 10:13 AM**

**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**By-law 2019-144**

Department: Glen Stor Dun Lodge  
By-law Number: 2019-144  
Report Number: 2019-202-Glen Stor Dun Lodge  
Meeting Date: November 25, 2019  
Subject: By-law, Agreements with Schools

**A By-law to authorize The Corporation of the City of Cornwall, on behalf of Glen Stor Dun Lodge, to enter into Memorandum of Agreements with various schools and teaching institutions to allow students to work in the field**

Whereas the City of Cornwall desires to affiliate with schools and teaching institutions in order for students to gain practical or clinical experience; and

Whereas the City of Cornwall has agreed to make available to schools and teaching institutions certain facilities for students' practical or clinical experience.

Now therefore be it resolved that the Council of The Corporation of the City of Cornwall enacts as follows:

1. The Corporation of the City of Cornwall, on behalf of Glen Stor Dun Lodge, is hereby authorized to enter into Memorandums of Agreement with various schools and teaching institutions to allow students to work in the field.

2. That the Mayor and Clerk be and are hereby authorized to execute all documentation.

Read, signed and sealed in open Council this 25th day of November, 2019.

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Manon L. Levesque  
City Clerk

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Bernadette Clement  
Mayor

### **Report Approval Details**

Document Title:	By-law, Agreements with Schools - 2019-202-Glen Stor Dun Lodge.docx
Attachments:	
Final Approval Date:	Nov 19, 2019

This report and all of its attachments were approved and signed as outlined below:

**Steven Golden - Nov 18, 2019 - 3:09 PM**

**Maureen Adams - Nov 19, 2019 - 10:12 PM**

**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**Report**

Department: Glen Stor Dun Lodge  
Report Number: 2019-201-Glen Stor Dun Lodge  
Prepared By: Manon Levesque, City Clerk  
Meeting Date: November 25, 2019  
Subject: Note, Agreements with Schools

**Purpose**

Glen Stor Dun Lodge affiliates with schools in order for students to gain practical or clinical experience and has agreed to make available to the schools certain facilities for students' practical or clinical experience.

Glen Stor Dun Lodge assists students in accomplishing learning placements objectives and competencies set by the schools. The staff evaluates the achievement and process of said objectives.



Document Title:	Note, Agreements with Schools - 2019-201-Glen Stor Dun Lodge.docx
Attachments:	
Final Approval Date:	Nov 19, 2019

This report and all of its attachments were approved and signed as outlined below:

**Steven Golden - Nov 18, 2019 - 3:11 PM**

**Maureen Adams - Nov 19, 2019 - 10:13 PM**

**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**By-law 2019-145**

Department: Social and Housing Services  
Division: Child Care  
By-law Number: 2019-145  
Report Number: 2019-202-Social and Housing Services  
Meeting Date: November 25, 2019  
Subject: Annual Renewal of Service Contracts for Child Care

Whereas the Council of the City of Cornwall wishes to renew its annual Child Care service contracts with current service providers; and

Whereas the Council further wishes to grant formal authority to the Child Care Division to transfer subsidy payments to Service Providers as outlined in their annual service contracts; and

Whereas the Service Management delivery of Child Care has been designated by the Ministry of Education to the City of Cornwall as Consolidated Municipal Service Manager (CMSM).

Now therefore be it resolved that the Council of The Corporation of the City of Cornwall enacts as follows:

1. That the Corporation of the City of Cornwall enter into Service Contract Agreements with Child Care Service Providers beginning January 1, 2020 up to and including December 31, 2020 and that Council approve the process for subsidy payments to individual Child Care Operators; and

2. That the Mayor and Clerk be and is hereby authorized to execute all documents to complete this matter.

Read, signed and sealed in open Council this 25th day of November 2019.

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Manon L. Levesque  
City Clerk

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Bernadette Clement  
Mayor

### **Report Approval Details**

Document Title:	By-law, Annual Renewal of Service Contracts for Child Care - 2019-202-Social and Housing Services.docx
Attachments:	
Final Approval Date:	Nov 19, 2019

This report and all of its attachments were approved and signed as outlined below:

**Stacey Ferguson - Nov 18, 2019 - 3:07 PM**

**Tracey Bailey - Nov 19, 2019 - 6:34 PM**

**Maureen Adams - Nov 19, 2019 - 10:18 PM**

**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**By-law Explanatory Note**

Department: Social and Housing Services  
Division: Child Care  
Report Number: 2019-203-Social and Housing Services  
Prepared By: Kristine Greaves, Child Care Supervisor  
Meeting Date: November 25, 2019  
Subject: Renewal of 2020 Service Agreements for Child Care Service Providers

**Purpose**

That Council authorize the Mayor and Clerk to sign the Service Agreements for 2020 with the Child Care Service Providers. That Council authorize the Child Care Division to enter into Service Agreements with out-of-jurisdiction not-for-profit licensed Child Care Providers and grant formal authority to the Child Care Division to transfer subsidy payments to the Child Care Service Providers outlined in their Service Agreements.

**Background / Discussion**

As the Service System Manager for the early years, the Child Care Division is responsible for the allocation of fee subsidies, the distribution of general operating and special purpose funds, as well as the distribution of wage enhancement and pay equity.

Excluding the directly operated child care services offered at Richelieu Day Care Centre and through the City of Cornwall Home Child Care Agency, the Child Care Division prepares and executes service agreements with the Service Providers on an annual basis as required and approved by Council. The service contracts are due for renewal for the period of January 1, 2020 to December 31, 2020.



## Report Approval Details

Document Title:	Note, Annual Renewal of Service Agreements for Child Care - 2019-203-Social and Housing Services.docx
Attachments:	<ul style="list-style-type: none"> <li>- Service Contract with Child Care Operators for 2020.docx</li> <li>- Fee Subsidy Funding Schedule A-1. for 2020.doc</li> <li>- General Operating Funding Schedule A-2.for 2020.doc</li> <li>- Pay Equity Schedule A-6.for 2020.doc</li> <li>- Service Agreement-Out of jurisdiction 2020.doc</li> <li>- Service Contract with Child Care Operators.Fee Subsidy Only for 2020.doc</li> <li>- Amended Agreement Contract for PHDC for 2020.doc</li> <li>- 2020 Service Contract - Wage Enhancement- For profit.doc</li> <li>- 2020 Wage Enhancement Schedule A-4.template.doc</li> </ul>
Final Approval Date:	Nov 19, 2019

This report and all of its attachments were approved and signed as outlined below:

**Stacey Ferguson - Nov 18, 2019 - 3:09 PM**

**Tracey Bailey - Nov 19, 2019 - 6:32 PM**

**Maureen Adams - Nov 19, 2019 - 10:15 PM**

## **Service Contract**

**This contract made in duplicate**

**between**

Corporation of the City of Cornwall  
("Corporation")

and -

(Name of Child Care Service Operator)  
("Child Care Service Operator")

**As** the Corporation has the authority pursuant to the legislation indicated in the attached Service Description Schedule to enter into this contract in respect for the provision of social services for the benefit of children and families;

**And as** the Child Care Service Operator has agreed to provide services described in the attached Service Description Schedule.

**Therefore the parties** agree as follows:

### **Definitions**

1. In this contract,
  - (a) "Corporation" means the Corporation of the City of Cornwall
  - (b) "Municipal Staff" means the staff of the Corporation authorized to exercise the rights and perform the duties of the Corporation under this contract.
  - (c) "Child Care Service Operator", means "Service Delivery Agent".

### **Program**

2. (a) The Child Care Service Operator agrees to provide services in accordance with the applicable attached Service Description Schedule(s), which will include completion of the annual Information Submission package and the General Operating Grant Summary. Completed packages must be received by the Child Care Services Division on February 28, 2020.



- (b) The Child Care Service Operator shall ensure that all staff are qualified by training (or experience) to perform the services set out herein and that they meet all of the requirements established by legislation for that particular service.
- (c) The Child Care Service Operator agrees that all programs will be delivered adhering to appropriate legislation and/or quality assurance program. In particular, the terms of the *Child Care and Early Years Act, 2014 (CCEYA)*, *Early Childhood Educators Act (ECEA)*, *Education Act* and the *Children and Family Services Act*, and any other requirements as set out by the province of Ontario.

### **Term**

- 3. This contract will be in force from January 1, 2020 to December 31, 2020, unless it is superseded by a subsequent contract, or it is terminated in its entirety by either party by giving sixty (60) days written notice. In the event of termination, the Child Care Service Operator will refund forthwith to the Corporation any monies advanced by the Corporation and not expended in accordance with the approved budget.

### **Consideration**

- 4.
  - (a) The Corporation will pay to the Child Care Service Operator, for admissible expenditures incurred pursuant to this contract, an amount not to exceed the amount stipulated in the Budget Schedule (refers to Child Care Fee Subsidy appendix) attached to this contract. The Corporation reserves the right to determine the amounts, times and manner of such payments.
  - (b) The parties agree that while this agreement is in force, the approved budget will be negotiated on or before the start of the applicable calendar year. In the event the budget is not renegotiated by the beginning of the new calendar year, payments will continue to be made in accordance with the approved budget for the immediately preceding fiscal year until such time as the budget is re-negotiated or this contract is terminated.
  - (c) It is agreed and understood that the Corporation may withhold payments if the Child Care Service Operator is in breach of its obligations under this contract.

## **Corporation Access and Consultation**

5. (a) The Child Care Service Operator will permit Municipal staff to enter at reasonable times any premises used by the Child Care Service Operator in connection with the provision of services pursuant to this contract and under its control in order to observe and evaluate the services and inspect financial records relating to the services provided pursuant to this contract.
- (b) The Child Care Service Operator agrees that staff providing services pursuant to this contract, will, upon reasonable request, be available for consultation with Municipal staff.

## **Reports**

6. (a) The Child Care Service Operator will maintain service records respecting each site where service is being provided. The Child Care Service Operator shall, at such intervals as indicated in the attached Schedules, prepare and submit reports respecting the service(s) being provided pursuant to this agreement. The reports shall be in a form and substance acceptable to Municipal staff and shall include program data and other information as required by the Corporation.
- (b) The Child Care Service Operator will also prepare and submit to the Corporation, annually, or at any time upon reasonable request, a comprehensive report acceptable to Municipal staff respecting the services being provided.

## **Financial Records and Reports**

7. (a) The Child Care Service Operator will maintain financial records and books of account respecting services provided pursuant to this contract for each site where service is being provided and will allow Municipal staff or such other persons appointed by the Corporation to inspect and audit such books and records at all reasonable times both during the term of this contract and subsequent to its expiration or termination.
- (b) The Child Care Service Operator will submit to the Corporation a financial statement and reconciliation report with respect to the services provided pursuant to this agreement within four (4) months of the end of the Child Care Service Operator's financial year end.

Should the Corporation request an Audited Financial Statement, the Child Care Service Operator agrees to provide this documentation. The Corporation may conduct an audit analysis in order to confirm funds were used as intended and monies flowed to Child Care Service Operators are appropriate. The Child Care Service Operator will prepare and submit at any time upon reasonable request, a financial report in such form and containing such information as the Corporation may require.

- (c) The Child Care Service Operator will retain the records and books of account referred to in clause 7(a) for a period of seven (7) years, as per the CCEYA requirements.
- (d) The Child Care Service Operator will prepare and submit at any time upon reasonable request, a financial report in such form and containing such information as the Corporation may require.
- (e) The Child Care Service Operator will adhere to any additional financial reporting requirement specified in the attached Service Description Schedule(s).
- (f) The Child Care Service Operator will comply with the Corporation's policies on the treatment of revenues and expenditures which will be issued from time to time.
- (g) The Child Care Service Operator must prepare and submit by February 28, 2020 the "Information Submission Package" provided by the Child Care Services Division.
- (h) The Child Care Service Operator is required to complete and update the vacancy section on the Attendance Sheet on a monthly basis.

### **General Operating Grant**

- 8. If the Child Care Service Operator is eligible to receive general operating expenses, the Child Care Service Operator agrees to comply with all of the conditions and requirements set out in the Corporation's Business Practice Guidelines: General Operating Grant policy and procedures. This includes the annual submission of the General Operating Grant Summary, approved by the Child Care Service Operator's Board or Designate.

## **Provincial Wage Enhancement Grant**

9. Child Care Operators must apply for the wage enhancement grant using the municipal application form provided on the City's website and must submit their application by the specified deadline as set out by the Municipality. Applications received after the specified deadline date will not be allocated wage enhancement funding in 2020.

## **Quality**

10. The Child Care Service Operator and its employees will participate continuous professional development such as Community of Practice sessions for the purpose of adopting and implementing "How Does Learning Happen? Ontario's Pedagogy for Early Years". The Child Care Service Operator will allow Municipal staff or such other persons appointed by the Corporation to access the premises to observe and/or recommend tasks related to meeting identified objectives for quality improvement. Proof of meeting recommended tasks must be provided upon request by Municipal staff.

## **Inclusion of children with special needs**

The Child Care Service Operator agrees to maintain inclusive environments for children of all abilities.

11.
  - a) The Child Care Service Operator is expected to partner with parents/guardians, Integration Services and any other regulated health professional or other person who works with the child in a capacity that would allow the person help inform the development of an individualized support plan.
  - b) The Child Care Service Operator is expected to participate in goal setting, implementation and recording involved in the child's individualized support plan.
  - c) The Child Care Service Operator is expected to modify program environment and incorporate the goals of the individualized support plan into the program to support inclusion of the child.
  - d) The Child Care Service Operator is expected to ensure that Enhanced Support Teachers are counted over and above the regular child/staff ratio, and to follow the policies and procedures as outlined by the Early Childhood Integration Consultation service.

## Program Records

12. In the event the Child Care Service Operator ceases operation, it is agreed that the Child Care Service Operator will not dispose of any records related to the services provided under this contract without the prior consent of the Corporation, which may be given subject to such conditions as the Corporation deems advisable.

## Confidentiality

13. The Child Care Service Operator, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than Municipal staff at any time during or following the term of this contract, except where required or permitted by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Child Care Service Operator is a municipality or such other institution as defined in **the Municipal Freedom of Information and Protection of Privacy Act**, the provisions of such **Act** with respect to disclosure or release of information apply.

## Conflict of Interest

14. It is important for the public that non-profit and for-profit operators accessing Ministry of Education funds distributed by the City of Cornwall are being well managed. Situations occur where a person or business interest dealing with a child care operation has a conflict of interest that could damage public confidence in our child care programs. For the purpose of this contract, the Child Care Service Operator, its directors, officers, employees, agents and volunteers must declare to the Corporation when a conflict of interest exists and agree to follow the direction of the Corporation to eliminate the conflict of interest. The following definition shall be used when determining if there is a conflict of interest.

*Conflict of interest is a situation where the other personal or business interests of a party are in conflict with the best interests of the child care operation. A conflict of interest may occur when:*

- *a direct or indirect personal gain or benefit is given or received by:*
  - *a party, or*
  - *a family member of a party, or*

- *a direct or indirect advantage or privilege is given to or received by:*
  - *a party, or*
  - *a family member of a party*

## **Indemnification**

15. The Child Care Service Operator will, both during and following the term of this contract, indemnify and save harmless the Corporation from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Child Care Service Operator, its directors, officer, employees, agents and volunteers in connection with services provided, purported to be provided or required to be provided by the Child Care Service Operator pursuant to this contract.

## **Insurance**

16. The Child Care Service Operator will obtain and maintain in full force and effect during the term of the contract, general liability insurance acceptable to the Corporation in an amount of not less than five million (\$5,000,000.00) dollars per occurrence in respect of the services provided to this contract.

The insurance policy shall,

- (a) Include as an additional insured the Corporation of the City of Cornwall in respect of and during the provision of services by the Child Care Service Operator pursuant to this contract;
- (b) Contain a cross-liability clause endorsement; and
- (c) Contain a clause including liability arising out of the contract or agreement.

The Child Care Service Operator will submit proof of insurance to the Corporation, annually, within 30 days of the renewal date of the policy.

## **Termination**

17. Either party may terminate this contract in whole or in part with respect to the provision of any particular services upon sixty (60) days notice to the other party. If the contract is terminated in part, all obligations with respect to the provision of all other services continue in full force and effect.

## **Freedom of Information**

18. Any information collected by the Corporation pursuant to this contract is subject to the rights and safeguards provided for in **the Freedom of Information and Protection of Privacy Act**.

## **Human Rights Code**

19. It is a condition of this contract and of every contract entered into pursuant to the performance of this contract, that no right under section 5 of the Human Rights Code will be infringed. Breach of this condition is sufficient grounds for cancellation of this contract.

## **Disposition**

20. The Child Care Service Operator will not sell, change the use or otherwise dispose of any items, furnishings or equipment purchased with the Corporation's funds pursuant to this contract without the prior written consent of the Corporation, which may be given subject to such condition as the Corporation deems advisable.

## **Amendments**

21. This contract may be amended by substitution of the Schedules, duly signed by the parties to this contract.

## **Non – Assignment**

22. The Child Care Service Operator will not assign this contract, or any part thereof, without the prior written approval of the Corporation, which approval may be withheld by the Corporation in its sole discretion or given subject to such conditions as the Corporation may impose.

## **Schedules**

23. All the terms of the Schedules are incorporated into this contract except where they are inconsistent with this contract. This contract and the attached Schedules embody the entire contract and supersede any other understanding or contract, collateral, oral or otherwise, existing between the parties at the date of execution and relating to the subject matter of this contract.

## **Laws**

24. The Child Care Service Operator agrees that the Child Care Service Operator, its directors, officers, employees, agents, volunteers and other representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this contract.

## **Notice**

25. Any notice required or desired to be given hereunder shall be delivered in person or sent by mail addressed as follows:

**The Corporation of the City of Cornwall**  
Child Care Services Division  
P.O. Box 877  
340 Pitt Street  
Cornwall, Ontario K6H 5T9



In witness whereof this contract has been signed by an authorized Corporate official on behalf of the Corporation and the Child Care Service Operator by its proper signing officers.

**Signed, sealed and delivered**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
**On behalf of the Corporation**  
**Bernadette Clement**  
**Mayor**

\_\_\_\_\_  
**On behalf of the Corporation**  
**Manon Levesque**  
**City Clerk**

**Child Care Service Operator:** Name of Child Care Service Operator

\_\_\_\_\_  
**Witness\***

\_\_\_\_\_  
**Child Care Service Operator**

\_\_\_\_\_  
**Position**

**(Seal)**

\_\_\_\_\_  
**Witness \***

\_\_\_\_\_  
**By: Signing Officer\*\***

\_\_\_\_\_  
**Position**

\*      Witness required where the Child Care Service Operator is a sole proprietor or partner in a partnership. Not required when corporate seal is affixed.

\*\*     I have the authority to bind the Corporation.

**The Corporation of the City of Cornwall  
("Corporation")**

**Service Contract  
Schedule "A-1": Child Care Fee Subsidy**

**Service Description Schedule**

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**Organization Name:** Name of Child Care Centre  
Address

**Legislation:** *Child Care and Early Years Act, 2014 (CCEYA)*

**Service Name:** Child Care – Child Care Fee Subsidy - Non-Profit

---

**Service Objectives**

To enable families with children, who qualify for Child Care Fee Subsidy, to access licensed Child Care Programs within the City of Cornwall and the United Counties of Stormont, Dundas and Glengarry.

**Service Description**

**Fee Subsidy and Consideration**

**1. Eligibility**

- 1.1** Families must complete the application for fee subsidy with the appropriate City of Cornwall Child Care Services staff in order for a determination of eligibility for Child Care Fee Subsidy to be made.
- 1.2** In order to receive Child Care Fee Subsidy, families will choose a Child Care Program within the City of Cornwall and the United Counties of Stormont, Dundas and Glengarry that has available space and with a Program that has an existing "Purchase of Service Agreement" with the Corporation.

**2. Waiting List**

- 2.1** The City of Cornwall Child Care Services maintains a centralized waiting list for parents/guardians requesting child care fee subsidy for their children.

- 2.2 Parents/guardians requesting to be put on the centralized waiting list will be informed of the different child care services in their municipality/community and will be encouraged to visit those services.

### **3. Subsidy and payments**

- 3.1 When a family is deemed eligible for child care fee subsidy, the Child Care Program will be notified and advised of the start date, the approved child care code, the approved schedule for attendance at the centre including the days and hours approved for care, and the parental contribution.
- 3.2 If a family is determined by the City of Cornwall Child Care Services staff to have “available income” to contribute towards the costs of the Child Care, the Child Care Program is responsible for the collection of this amount from the family.
- 3.3 In the event that the family is determined by the CMSM to have “available income” to contribute towards the cost of the child care, the CMSM will advise the centre of the amount owing from the family. Centres are not permitted to charge families more than the parent contribution as communicated by the City of Cornwall Child Care Services staff.
- 3.4 Child Care Service Operators are required to complete a monthly “Attendance Schedule” as provided by the Corporation. Authorized individuals within the Child Care Program verify the actual days/times of attendance, as per the approved schedule, at the applicable child care program. This document must be returned to the Corporation on or before the 3<sup>rd</sup> business day of the month each month to enable payment to the Child Care Program. In the case that child care programs are participating in the on-line attendance reporting, timeframes remain the same.
- 3.5 Once a parent/guardian is eligible to subsidized care for his/her child or children, he/she must continue to meet eligibility criteria to remain eligible for subsidy. Child Care Services has an ongoing review process of eligibility in place and will inform the Child Care Program of any relevant changes to subsidy or forthcoming withdrawals.
- 3.6 Any and all child care fees that are incurred by a family, when determined ineligible for child care fee subsidy will be the sole responsibility of the family and collection thereof will be the sole responsibility of the Child Care Program.

#### **4. Termination and withdrawal of services**

- 4.1 Where Child Care Services is aware of a forthcoming termination of subsidy for a child, a notice of no less than ten (10) business days will be given to the Child Care Program.
- 4.2 Where a child, whose child care fees are subsidized, is withdrawn by the parent/guardian without a notice of no less than five (5) business days, the Child Care Program may receive payment equivalent to no more than five days of care from Child Care Services, unless the resulting vacancy is filled within those five (5) days.
- 4.3 Where the Child Care Program is aware that a child, whose care is subsidized, will be withdrawn, the Child Care Program shall notify Child Care Services immediately.

#### **5. Absenteeism**

- 5.1 The Child Care Program has the responsibility to monitor absenteeism and to ensure it does not exceed five (5) weeks per calendar year per child with subsidized care. Absenteeism includes sick days, vacation days, unexplained absent days and any days where the child is absent for any reasons and the Child Care Program receives payment by Child Care Services. Unused allowed absences will follow the child from program to program and/or from service to service within the same calendar year only. Unusual circumstances may be addressed through the Division Supervisor on a case by case basis.
- 5.2 Ten (10) consecutive days of absence without notice to the child care provider is considered to be "withdrawal without notice". The child care program shall notify child care services immediately of ten (10) consecutive days of absence.

#### **6. Other**

- 6.1 The Corporation maintains the right to review and amend internal procedures and policies by which the Child Care Fee Subsidy Program is administered.
- 6.2 The Corporation has the right to identify and make changes to the existing processes between the Fee Subsidy Program and Child Care Programs to create efficiencies and accountability.

- 6.3 Child Care fee subsidy will be paid to the Child Care Service Operator as per the operator's posted daily rates. Daily rates are paid based on the program which the child attends and not the child's age (e.g. if a toddler (22 months) is in a preschool program, the rate would be paid at the preschool rate). The foregoing fees will be supplemented by an amount of \$5.00 per hour for the provision of non-traditional hour services on a weekend, during evening hours or overnight (Before 6:30 a.m. & after 6:00 p.m.).
- 6.4 License holders or programs are subject to review and/or audit upon the Corporations' request and must provide such information as deemed necessary by the Corporation.
- 6.5 Child Care Service Operators must have prior written permission from the City of Cornwall Child Care Division in order to increase their per diem child care rates. An application for rate increases must be submitted to the Corporation in the format of a business case that supports the request.
- 6.6 Child Care Operators must have prior written approval by the City of Cornwall Child Care Division in order to increase licensed capacity and will only be considered for younger age groups (ages 0 to 3.8).

**In witness whereof** this contract has been signed by an authorized Corporate official on behalf of the Corporation and the Child Care Service Operator by its proper signing officers.

**Signed, sealed and delivered**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
**On behalf of the Corporation**  
**Bernadette Clement**  
**Mayor**

\_\_\_\_\_  
**On behalf of the Corporation**  
**Manon Levesque**  
**City Clerk**

**Child Care Service Operator:** Name of Child Care Service Operator

\_\_\_\_\_  
**Witness\***

\_\_\_\_\_  
**By: Signing Officer \*\***

\_\_\_\_\_  
**Position:**

**(Seal)**

\_\_\_\_\_  
**Witness \***

\_\_\_\_\_  
**By: Signing Officer\*\***

\_\_\_\_\_  
**Position:**

\* Witness required where the Child Care Service Operator is a sole proprietor or partner in a partnership. Not required when corporate seal is affixed.

\*\* I have the authority to bind the Corporation

**The Corporation of the City of Cornwall  
("Corporation")**

**Service Contract  
Schedule "A-2": General Operating Grant**

**Service Description Schedule**

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**Organization Name:** Name of Child Care Centre  
Address

**Legislation:** *Child Care and Early Years Act, 2014 (CCEYA)*

**Service Name:** Child Care – General Operating Grant

---

**Service Objectives**

The objective of the General Operating funding is to support the costs of operating licensed child care programs in order to reduce wait times and fees for services, stabilize service levels, and where funds allow, improve access to high quality affordable early learning and child care services for children and their families.

**Service Description**

Approved Child Care Service Operators have the discretion to use the operating funding for expenses which include, staff wages and benefits (over the mandatory requirements for minimum wage plus mandatory employment related costs), lease and occupancy costs, utilities, administration, transportation for children, resources, nutrition, supplies, and maintenance.

Key considerations that must be supported with the general operating funds by the Child Care Service Operators include; stabilizing child care fees, retaining qualified staff (with priority in supporting front-line staff wages), and supporting quality programming that aligns with *How Does Learning Happen: Ontario's Pedagogy for the Early Years*.

The General Operating funding is subject to the following conditions:

Child Care Service Operators must have a service contract with the Corporation to qualify for funding.

1. Child Care Service Operators are required to demonstrate to the Corporation that they are able to meet their minimum wage and mandatory benefits requirements without operating funding in order to qualify for funding.
2. If a Child Care Service Operator downsizes their licensed capacity during the funding year, they must notify the Corporation immediately and a calculation will be done by the Corporation to determine the amount of General Operating funding to be returned to the Corporation.
3. Child Care Service Operators must have prior written approval by the City of Cornwall Child Care Division in order to increase licensed capacity.
4. General Operating funding will be managed by the Child Care Service Operator as "site specific" for centre based programs that operate full time child care programs with more than one site. The closure of a site does not permit the General Operating funding to be re-distributed to another site/location.
5. In the event that a Child Care Service Operator of a child care program sells to another, the existing general operating funding is to be returned to the Corporation.
6. Child Care Service Operators who have chosen to participate in the City of Cornwall Child Care Affordability Pilot Program will receive additional general operating funds to be used in accordance with the requirements of the pilot program as communicated to the Service Operator. The continuation of the affordability pilot program beyond November 2019 is dependant on available funding.
7. Child Care Service Operators are subject to review and/or audit upon the Corporations' request and must provide such information as deemed necessary by the Corporation.
8. General Operating funds not utilized in accordance with the conditions outlined above shall be returned to the Corporation.
9. Failure to comply with any of the funding conditions herein may result in a claim for the recovery of the General Operating funding as well as ineligibility to receive future funds under the General Operating program.
10. In the event that there are changes with respect to General Operating funding this schedule will be amended and signed by all parties



accordingly.

11. Child Care Service Operators agree to abide by policies and procedures as outlined in the Business Practice Guidelines for Child Care Service Operators.

### **Inadmissible Expenses**

The following expenses are considered inadmissible:

- Bonuses (including retiring bonuses), gifts and honoraria paid to staff are inadmissible expenses except for in the case that they are provided as a retroactive wage increase that will be maintained the following year;
- Debt costs including principal and interest payments related to capital loans, mortgage financing, and operating loans;
- Property taxes;
- Non-arm's length transactions not transacted at fair market value.
- Fees paid on behalf of staff for membership in professional organizations such as the College of Early Childhood Educators are inadmissible expenditures; and,
- Any other expenditure not listed under the allowable expenses section.

### **Accountability**

1. Child Care Service Operators, by means of a special purpose report, will reconcile the general operating funds against actual expenditures. The special purpose report requires a third-party review engagement to verify that the general operating grant has been used for the purpose intended (refer to the General Operating Grant Summary (GOG) spreadsheet provided by the City of Cornwall). Child Care Service Operators shall submit separate audited financial statements where the funding is \$20,000 or greater.
2. Child Care Service Operators will provide the Corporation with licensing updates for all sites, including renewals, revisions and new licenses as they occur.

**In witness whereof** this contract has been signed by an authorized Corporate official on behalf of the Corporation and the Child Care Service Operator by its proper signing officers.

**Signed, sealed and delivered**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
**On behalf of the Corporation**  
**Bernadette Clement**  
**Mayor**

\_\_\_\_\_  
**On behalf of the Corporation**  
**Manon Levesque**  
**City Clerk**

**Child Care Service Operator:** Name of Child Care Service Operator

\_\_\_\_\_  
**Witness\***

\_\_\_\_\_  
**By: Signing Officer \*\***

\_\_\_\_\_  
**Position:**

**(Seal)**

\_\_\_\_\_  
**Witness \***

\_\_\_\_\_  
**By: Signing Officer\*\***

\_\_\_\_\_  
**Position:**

\* Witness required where the Child Care Service Operator is a sole proprietor or partner in a partnership. Not required when corporate seal is affixed.

\*\* I have the authority to bind the Corporation

## The Corporation of the City of Cornwall (“Corporation”)

### Service Contract: Schedule “A-6”: Pay Equity

#### Service Description Schedule

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<b>Organization Name:</b>	Name of Child Care Centre Address
<b>Legislation:</b>	<i>Child Care and Early Years Act, 2014 (CCEYA)</i>
<b>Service Name:</b>	Child Care – Pay Equity- Non-Profit

---

#### Service Objectives

Child care programs that have registered a Pay Equity Plan with the Pay Equity Commission are entitled to receive funding for the 1% base increase that they are required to make annually. The amount that programs are eligible for is calculated by the Ministry of Education and as the Consolidated Services Manager, the City of Cornwall distributes the funds accordingly.

#### Service Description

Child care programs that are registered with the Pay Equity Commission are required to:

- Spend each year a minimum of 1% of the previous year’s payroll on pay equity adjustments until pay equity is achieved in the workplace.
- Any non-pay equity increases (i.e., merit, cost of living, etc.) are on top of the pay equity increase. If these increases take the form of a percentage increase, these will in fact increase the pay equity target.
- Child care operators receiving proxy pay equity funding will provide all eligible employees, present and past, with a proxy pay equity payment in compliance with the Pay Equity Act, as required by the organization’s proxy pay equity plan.
- All questions related to Child Care Proxy Pay Equity plans should be directed to the Pay Equity Commission.

#### Program/Project Reports

- The City of Cornwall issues Pay Equity payments once per year. This payment represents annual entitlement for the 1% base amount.
- A Pay Equity Reconciliation Form must be completed and submitted to the City of Cornwall by March 31, 2020. The City of Cornwall will send out in advance the Pay Equity Reconciliation Form for timely completion.

**In witness whereof** this contract has been signed by an authorized Corporate official on behalf of the Corporation and the Service Provider by its proper signing officers.

**Signed, sealed and delivered**

on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**On behalf of the Corporation**  
**Bernadette Clement**  
**Mayor**

\_\_\_\_\_  
**On behalf of the Corporation**  
**Manon Levesque**  
**City Clerk**

**Child Care Service Operator:** Name of Child Care Service Operator

\_\_\_\_\_  
**Witness\***

\_\_\_\_\_  
**By: Signing Officer \*\***

\_\_\_\_\_  
**Position:**

**(Seal)**

\_\_\_\_\_  
**Witness \***

\_\_\_\_\_  
**By: Signing Officer\*\***

\_\_\_\_\_  
**Position:**

\* Witness required where the Child Care Service Operator is a sole proprietor or partner in a partnership. Not required when corporate seal is affixed.

\*\* I have the authority to bind the Corporation

**Service Agreement  
Between  
City of Cornwall Consolidated Municipal Service Manager (CMSM)  
Child Care Services  
And  
(Child Care Service Operator)**

As the CMSM has the authority to enter into this Service Agreement for the provision of child care services.

Therefore, the parties agree to the following:

1. The CMSM has the sole responsibility to determine eligibility for child care fee subsidy.
  - A. In the event that the family is determined to have “available income” to contribute towards the cost of the child care, the CMSM will advise the Child Care Service Operator of the amount owing from the family.
  - B. If the family is determined to have “available income” to contribute towards the costs of the child care, the Child Care Service Operator is responsible for the collection of this amount from the family.
  - C. The Child Care Service Operator will be notified and advised of the start date, the approved child care code and the parental contribution
2. The CMSM will pay the Child Care Service Operator for child care fees as per the operator’s rates.
3. The Child Care Service Operator will advise the CMSM of any changes to the attached approved child care fee rates.
4. The Child Care Service Operator will complete a monthly “Attendance Sheet” as provided by the CMSM. This document must be returned to the CMSM on or before the third (3<sup>rd</sup>) business day of each month. In the case that child care programs are participating in the on-line attendance reporting, timeframes remain the same.
5. Families deemed eligible for subsidized child care must continue to meet criteria to remain eligible. Child Care Services conduct eligibility reviews and will inform the Child Care Service Operator of any relevant changes.

6. Payment will be issued via Electronic Fund Transfer on the 10<sup>th</sup> of each month.
7. This Service Agreement will be in force from (Date), unless it is superseded by a subsequent Agreement, or it is terminated in its entirety by either party by giving sixty (60) days written notice.

The Corporation of the City of Cornwall

Name of Child Care Operator

Per: \_\_\_\_\_  
(signature)

Per: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_  
(print name)

Title: Division Supervisor  
Child Care Services

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Service Contract**

**This contract made in duplicate**

**between**

Corporation of the City of Cornwall  
("Corporation")

and -

(Name of Child Care Service Operator)  
("Child Care Service Operator")

**As** the Corporation has the authority pursuant to the legislation indicated in the attached Service Description Schedule to enter into this contract in respect for the provision of social services for the benefit of children and families;

**And as** the Child Care Service Operator has agreed to provide services described in the attached Service Description Schedule.

**Therefore the parties** agree as follows:

### **Definitions**

1. In this contract,
  - (a) "Corporation" means the Corporation of the City of Cornwall
  - (b) "Municipal Staff" means the staff of the Corporation authorized to exercise the rights and perform the duties of the Corporation under this contract.
  - (c) "Child Care Service Operator", means "Service Delivery Agent".

### **Program**

2.
  - (a) The Child Care Service Operator agrees to provide services in accordance with the applicable attached Service Description Schedule(s), which will include completion of the annual Information Submission package. The completed package must be received by the Child Care Services Division on February 28, 2020.
  - (b) The Child Care Service Operator shall ensure that all staff are qualified by training (or experience) to perform the services set out

herein and that they meet all of the requirements established by legislation for that particular service.

- (c) The Child Care Service Operator agrees that all programs will be delivered adhering to appropriate legislation and/or quality assurance program. In particular, the terms of the *Child Care and Early Years Act, 2014 (CCEYA)*, *Early Childhood Educators Act (ECEA)*, *Education Act*, and/or the requirements of the High Five Program, and the *Children and Family Services Act*, and any other requirements as set out by the province of Ontario.

### **Term**

- 3. This contract will be in force from January 1, 2020 to December 31, 2020, unless it is superseded by a subsequent contract, or it is terminated in its entirety by either party by giving sixty (60) days written notice. In the event of termination, the Child Care Service Operator will refund forthwith to the Corporation any monies advanced by the Corporation and not expended in accordance with the approved budget.

### **Consideration**

- 4.
  - (a) The Corporation will pay to the Child Care Service Operator, for admissible expenditures incurred pursuant to this contract, an amount not to exceed the amount stipulated in the Budget Schedule attached to this contract. The Corporation reserves the right to determine the amounts, times and manner of such payments.
  - (b) The parties agree that while this agreement is in force, the approved budget will be negotiated on or before the start of the applicable calendar year. In the event the budget is not renegotiated by the beginning of the new calendar year, payments will continue to be made in accordance with the approved budget for the immediately preceding fiscal year until such time as the budget is re-negotiated or this contract is terminated.
  - (c) It is agreed and understood that the Corporation may withhold payments if the Child Care Service Operator is in breach of its obligations under this contract.

### **Corporation Access and Consultation**

- 5.
  - (a) The Child Care Service Operator will permit Municipal staff to enter at reasonable times any premises used by the Child Care Service Operator in connection with the provision of services pursuant to this contract and under its control in order to observe and evaluate the



services and inspect financial records relating to the services provided pursuant to this contract.

- (b) The Child Care Service Operator agrees that staff providing services pursuant to this contract, will, upon reasonable request, be available for consultation with Municipal staff.

## **Reports**

- 6. (a) The Child Care Service Operator will maintain service records respecting each site where service is being provided. The Child Care Service Operator shall, at such intervals as indicated in the attached Schedules, prepare and submit reports respecting the service(s) being provided pursuant to this agreement. The reports shall be in a form and substance acceptable to Municipal staff and shall include program data and other information as required by the Corporation.
- (b) The Child Care Service Operator will also prepare and submit to the Corporation, annually, or at any time upon reasonable request, a comprehensive report acceptable to Municipal staff respecting the services being provided.

## **Financial Records and Reports**

- 7. (a) The Child Care Service Operator will maintain financial records and books of account respecting services provided pursuant to this contract for each site where service is being provided and will allow Municipal staff or such other persons appointed by the Corporation to inspect and audit such books and records at all reasonable times both during the term of this contract and subsequent to its expiration or termination.
- (b) Should the Corporation request an Audited Financial Statement, the Child Care Service Operator agrees to provide this documentation. The Corporation may conduct an audit analysis in order to confirm funds were used as intended and monies flowed to Child Care Service Operators are appropriate. The Child Care Service Operator will prepare and submit at any time upon reasonable request, a financial report in such form and containing such information as the Corporation may require.
- (c) The Child Care Service Operator will retain the records and books of account referred to in clause 7(a) for a period of seven (7) years, as per the CCEYA requirements.
- (d) The Child Care Service Operator will prepare and submit at any time upon reasonable request, a financial report in such form and

containing such information as the Corporation may require.

- (e) The Child Care Service Operator will adhere to any additional financial reporting requirement specified in the attached Service Description Schedule(s).
- (f) The Child Care Service Operator will comply with the Corporation's policies on the treatment of revenues and expenditures which will be issued from time to time.
- (g) The Child Care Service Operator must prepare and submit by February 28, 2020 the "Information Submission Package" provided by the Child Care Services Division.
- (h) The Child Care Service Operator is required to complete and update the vacancy section on the Attendance Sheet on a monthly basis.

### **Provincial Wage Enhancement Grant**

- 8. Child Care Operators must apply for the wage enhancement grant using the municipal application form provided on the City's website and must submit their application by the specified deadline as set out by the Ministry of Education. Applications received after the specified deadline date will not be allocated wage enhancement funding in 2020.

### **Quality**

- 9. The Child Care Service Operator and its employees will adopt and implement "How Does Learning Happen? Ontario's Pedagogy for Early Years". The Child Care Service Operator will allow Municipal staff or such other persons appointed by the Corporation to access the premises to observe and/or recommend tasks related to meeting identified objectives for quality improvement. Proof of meeting recommended tasks must be provided upon request by Municipal staff.

### **Inclusion of children with special needs**

The Child Care Service Operator agrees to maintain inclusive environments for children of all abilities.

- 10. a) The Child Care Service Operator is expected to partner with parents/guardians, Integration Services and any other regulated health professional or other person who works with the child in a capacity that would allow the person help inform the development of an individualized support plan.
- b) The Child Care Service Operator is expected to participate in goal setting, implementation and recording involved in the child's

individualized support plan.

- c) The Child Care Service Operator is expected to modify program environment and incorporate the goals of the individualized support plan into the program to support inclusion of the child.
- d) The Child Care Service Operator is expected to ensure that Enhanced Support Teachers are counted over and above the regular child/staff ratio.

### **Program Records**

- 11. In the event the Child Care Service Operator ceases operation, it is agreed that the Child Care Service Operator will not dispose of any records related to the services provided under this contract without the prior consent of the Corporation, which may be given subject to such conditions as the Corporation deems advisable.

### **Confidentiality**

- 12. The Child Care Service Operator, its directors, officer, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than Municipal staff at any time during or following the term of this contract, except where required or permitted by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Child Care Service Operator is a municipality or such other institution as defined in **the Municipal Freedom of Information and Protection of Privacy Act**, the provisions of such **Act** with respect to disclosure or release of information apply.

### **Conflict of Interest**

- 13. It is important for the public that non-profit and for-profit operators accessing Ministry of Education funds distributed by the City of Cornwall are being well managed. Situations occur where a person or business interest dealing with a child care operation has a conflict of interest that could damage public confidence in our child care programs. For the purpose of this contract, the Child Care Service Operator, its directors, officers, employees, agents and volunteers must declare to the Corporation when a conflict of interest exists and agree to follow the direction of the Corporation to eliminate the conflict of interest.

The following definition shall be used when determining if there is a conflict of interest.

*Conflict of interest is a situation where the other personal or business interests of a party are in conflict with the best interests of the child care operation. A conflict of interest may occur when:*

- *a direct or indirect personal gain or benefit is given or received by:*
  - *a party, or*
  - *a family member of a party, or*
- *a direct or indirect advantage or privilege is given to or received by:*
  - *a party, or*
  - *a family member of a party*

### **Indemnification**

- 14.** The Child Care Service Operator will, both during and following the term of this contract, indemnify and save harmless the Corporation from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Child Care Service Operator, its directors, officer, employees, agents and volunteers in connection with services provided, purported to be provided or required to be provided by the Child Care Service Operator pursuant to this contract.

### **Insurance**

- 15.** The Child Care Service Operator will obtain and maintain in full force and effect during the term of the contract, general liability insurance acceptable to the Corporation in an amount of not less than five million (\$5,000,000.00) dollars per occurrence in respect of the services provided to this contract.

The insurance policy shall,

- (a) Include as an additional insured the Corporation of the City of Cornwall in respect of and during the provision of services by the Child Care Service Operator pursuant to this contract;
- (b) Contain a cross-liability clause endorsement; and
- (c) Contain a clause including liability arising out of the contract or agreement.

The Child Care Service Operator will submit proof of insurance to the Corporation, annually, within 30 days of the renewal date of the policy.

## **Termination**

16. Either party may terminate this contract in whole or in part with respect to the provision of any particular services upon sixty (60) days notice to the other party. If the contract is terminated in part, all obligations with respect to the provision of all other services continue in full force and effect.

## **Freedom of Information**

17. Any information collected by the Corporation pursuant to this contract is subject to the rights and safeguards provided for in **the Freedom of Information and Protection of Privacy Act**.

## **Human Rights Code**

18. It is a condition of this contract and of every contract entered into pursuant to the performance of this contract, that no right under section 5 of the Human Rights Code will be infringed. Breach of this condition is sufficient grounds for cancellation of this contract.

## **Amendments**

19. This contract may be amended by substitution of the Schedules, duly signed by the parties to this contract.

## **Non – Assignment**

20. The Child Care Service Operator will not assign this contract, or any part thereof, without the prior written approval of the Corporation, which approval may be withheld by the Corporation in its sole discretion or given subject to such conditions as the Corporation may impose.

## **Schedules**

21. All the terms of the Schedules are incorporated into this contract except where they are inconsistent with this contract. This contract and the attached Schedules embody the entire contract and supersede any other understanding or contract, collateral, oral or otherwise, existing between the parties at the date of execution and relating to the subject matter of this contract.

## **Laws**

22. The Child Care Service Operator agrees that the Child Care Service Operator, its directors, officers, employees, agents, volunteers and other representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules,

regulations and orders in respect of the performance of this contract.

**Notice**

- 23.** Any notice required or desired to be given hereunder shall be delivered in person or sent by mail addressed as follows:

**The Corporation of the City of Cornwall**

Child Care Services Division

P.O. Box 877

340 Pitt Street

Cornwall, Ontario K6H 5T9

In witness whereof this contract has been signed by an authorized Corporate official on behalf of the Corporation and the Child Care Service Operator by its proper signing officers.

**Signed, sealed and delivered**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
**On behalf of the Corporation**  
**Bernadette Clement**  
**Mayor**

\_\_\_\_\_  
**On behalf of the Corporation**  
**Manon Levesque**  
**City Clerk**

**Child Care Service Operator:** Name of Child Care Service Operator

\_\_\_\_\_  
**Witness\***

\_\_\_\_\_  
**Child Care Service Operator**

\_\_\_\_\_  
**Position**

**(Seal)**

\_\_\_\_\_  
**Witness \***

\_\_\_\_\_  
**By: Signing Officer\*\***

\_\_\_\_\_  
**Position**

\* Witness required where the Child Care Service Operator is a sole proprietor or partner in a partnership. Not required when corporate seal is affixed.

\*\* I have the authority to bind the Corporation.

**This Agreement;** made in triplicate, this (day) of (month), 2020

**Between:** The Corporation of The City Of Cornwall Serving  
The Counties of Stormont, Dundas And Glengarry  
hereinafter called the "Municipality"

of the first part

Name of Provider

Address

hereinafter called the "Child Care Provider"

of the second part

**WHEREAS** the Child Care Provider furnishes private-home day care for children in the Municipality:

**AND WHEREAS** the Municipality has agreed to pay to the Child Care Provider the cost of providing such care as hereinafter set forth;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Where the **Name** furnishes home child care at **Address** in accordance with the requirements of the *Child and Early Years Act* and regulations thereunder or any requirement prescribed by the Director of the Early Learning Branch of the Ministry of Education for the Province of Ontario, to any child that lives with and is dependant for support and maintenance upon a parent or guardian who is a resident of the Municipality shall pay to the Child Care Provider the per diem rate in Schedule "A" hereto for each day, commencing on the first day that the said child is enrolled at the said premises, or such other rate as may from time to time be set by the Municipality. Statutory Holidays are compensated as per the child's normal schedule.
2. Payment by the Municipality in accordance with Clause 1 above in respect to a child, shall be made bi-weekly to the Child Care Provider, such payment shall be made based on the number of children enrolled and receiving care.



3. Payment by the Municipality in accordance with the Province's wage enhancement initiative will be made according to the guidelines provided by the Province for 2020.
4. The Child Care Provider shall not charge any greater or additional fee in respect of a child than is provided for under Clause 1.
5. The Child Care Provider acknowledges that he/she is independently employed and is willing to offer services as a Child Care Provider and understands that no deductions shall be made from any fees paid by the Municipality for the services performed: in particular, there shall be no deductions for income tax, Workplace Safety & Insurance Board, Canada Pension Plan or Employment Insurance.
6. The Child Care Provider acknowledges having read and further agrees to comply with all of the requirements and expectations of the *Child Care and Early Years Act* and regulations prescribed by the province and municipal policies, requirements and expectations as given in the Provider's manual and in particular but without restricting the generality of the foregoing, shall:
  - a) Grant access to the Provider's premises at all reasonable times to any person authorized under the Act and Regulations and the Municipality to inspect the premises;
  - b) Ensure that a responsible adult, 18 years or over, and approved by the Municipality, is in attendance at all times while any child is receiving private home day care;
  - c) Will not provide private home day care for a maximum capacity of no more than five (5) children including the Provider's own children under six years of age.
  - d) Maintain confidentiality on all matters pertinent to the furnishing and provision of private home day care services under this Agreement.
  - e) Keep adequate attendance and such other records as directed by the Division Supervisor of the Child Care Department of the Municipality on each child that receives private home day care.
  - f) Maintain up to date Standard First Aid, including infant and child CPR.
7. The Child Care Provider will maintain in full force and effect, during the term of this Agreement, automobile liability insurance having an inclusive limit of not less than one million dollars (\$1,000,000.00) per occurrence to cover children transported in his/her vehicle for field trips planned by the Provider. The Provider must also

obtain written consent from the parent(s) prior to any activities that require transportation in his/her privately owned vehicle.

8. The Municipality shall provide to the Child Care Provider:

- a) Written copies of all Government Regulations and Guidelines, Municipality policies, requirements and expectations in writing.
- b) Assurance that arrangements made with parents will be respected according to the Provider/Parent/Municipality Pre-Placement Interview Agreement and the Freedom of Information and Privacy Protection Act.
- c) Opportunities for the development of Providers child care skills which will facilitate communication among Providers by providing related information, workshops, courses and issuing printed information relating to providing home day care for children. The Municipality will give preference when placing children, to Providers who have participated in these activities.
- d) Regular visits by the Child Care Advisor while the children are in attendance, who will offer support to the Child Care Provider and be available, by telephone to help with problems solving concerning the Child Care arrangements.
- e) Supervision by the Child Care Advisor to ensure that the standards, according to the *Child Care and Early Years Act* are met for providing private home day care.
- f) Equipment, toys and craft supplies within budget limitations. All such equipment, toys and craft supplies provided to a Provider shall at all times remain the property of the municipality.

9. The Child Care Provider hereby covenants and agrees to indemnify and save harmless the Municipality from all claims, actions, causes of action and liabilities of any nature arising out of the performance or non-performance of any obligation under this Agreement.

The Child Care Provider shall continue to develop his/her child care skills and to become familiar with and make use of the available community resources. To support this process the Municipality will make available training workshops and courses which are an integral part of the supervision of care.

10. The Child Care Provider shall be responsible for and take care of any equipment borrowed from the Municipality. Normal wear and tear is taken into consideration. Equipment must be returned to the Municipality in a clean and sanitary condition.
11. The Municipality may terminate this Agreement with the Provider for cause and without notice where the Provider fails to comply with the terms and conditions set out in this agreement, the provisions of the *Child Care and Early Years Act* & regulations, or fails to provide a level of care or environment for the child(ren) acceptable to the Municipality.
12. In the event that a parent withdraws any child(ren) from the Provider's care without giving one-week advance notice to the Municipality, the Provider will be paid an amount equal to one week compensation for each child withdrawn, less the amount of notice given. No such compensation will be paid if two weeks advance notice is given by the parent.
13. Providers will be paid for vacation days while parents are on vacation. If a provider chooses to take a vacation at a different time, they will not be compensated. Providers will also be paid up to 30 absent days a year per child including vacation. Providers must notify the Agency when taking vacation days.
14. It is further understood that the Municipality does not guarantee any number of placements to a provider at any time. This contract is subject to renewal when there has been no service provided for a period of six (6) months. After this period the home is considered inactive.
15. It is further understood that a past provider cannot advertise his/her services as a City or County approved child care provider.
16. NOTWITHSTANDING the aforementioned, the agreement may be terminated without cause by giving to the other party fourteen (14) days notice, in writing, of its intention to terminate this agreement.

**In Witness Whereof** this Agreement has been executed by the Parties hereto.

**Signed, Sealed and Delivered**

In the presence of:) The Corporation of the City of Cornwall

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Mayor

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Clerk

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Home Child Care Provider

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Witness

Schedule A: DAILY RATES FOR HOME CHILD CARE PROVIDERS	
Rates as of February 1, 2019	
1. Services consisting of over 6.5 hours to a maximum of 12 hours of care, including the provision of meals and snacks.	Infant \$36.00
	Toddler \$34.00
	Preschool \$33.00
	Kindergarten/School Age \$33.00
2. Services consisting of over 2 hours to a maximum of 6.5 hours, including the provision of a meal and snacks.	Infant \$27.00
	Toddler \$25.00
	Preschool \$24.00
	Kindergarten / School Age \$24.00
3. Services consisting of a maximum of up to 2 hours before and after school only.	Kindergarten / School Age \$9.00
4. The foregoing fees will be supplemented by an amount of \$5.00 for the provision of non-traditional hour services on a week-end, during evening hours or overnight. * Before 6:30 a.m. & after 6:00 p.m.	\$5.00 per hour

Payment of the foregoing amounts will be issued for periods of absence caused by the child for any of the following reasons to the stated maximum number of days during any calendar year:

- statutory holidays to a maximum of 10 days
- withdrawal without notice 5 days

Payment for all absent days will be based on the child's regularly scheduled day and normal care code.

**Note:** Payment for periods of absence shall be paid as per the child's regular schedule and care code.

## **Service Agreement**

**This contract made in duplicate**

**between**

Corporation of the City of Cornwall  
("Corporation")

and -

*(Name of Child Care Service Operator)*  
("Child Care Service Operator")

**As** the Corporation has the authority pursuant to the legislation to enter into this contract for the provision of wage enhancement for the benefit of child care program staff working in licensed child care centres, children and families;

**And as** the Child Care Service Operator has agreed to distribute wage enhancement to eligible child care program staff as described in the Service Agreement and Appendix A-4.

**Therefore the parties** agree as follows:

### **Definitions**

1. In this contract,
  - (a) "Corporation" means the Corporation of the City of Cornwall
  - (b) "Municipal Staff" means the staff of the Corporation authorized to exercise the rights and perform the duties of the Corporation under this contract.
  - (c) "Child Care Service Operator" means "Service Delivery Agent".

### **Program**

2. (a) The Child Care Service Operator agrees to provide wage enhancement in accordance with the terms of this Service Agreement including the completion and submission of all required reporting documentation.

- (b) The Child Care Service Operator shall ensure that all staff are qualified by training (or experience) to perform the services set out herein and that they meet all the requirements established by legislation for that particular service.
- (c) The Child Care Service Operator agrees that all programs will be delivered adhering to appropriate legislation and/or quality assurance program. In particular, the terms of the *Child Care and Early Years Act (CCEYA)*, *Early Childhood Educators Act (ECEA)* and *Education Act*.

### **Term**

- 3. This contract will be in force from January 1, 2020 until December 31, 2020, unless it is superseded by a subsequent contract, or it is terminated in its entirety by either party by giving sixty (60) days written notice. In the event of termination, the Child Care Service Operator will refund forthwith to the Corporation any monies advanced by the Corporation and not expended in accordance with the approved budget.

### **Consideration**

- 4. (a) The Corporation will pay to the Child Care Service Operator, for admissible expenditures which have been reviewed and approved by the Corporation as per the Operator's completion of the corporate wage enhancement application form. The Corporation reserves the right to determine the amounts, times and manner of such payments.
- (b) The parties agree that while this agreement is in force until year end and renewable annually subject to 100% Provincial wage enhancement funding.
- (c) It is agreed and understood that the Corporation may withhold payments if the Child Care Service Operator is in breach of its obligations under this contract.

### **Corporation Access and Consultation**

- 5. (a) The Child Care Service Operator will permit Municipal staff to enter at reasonable times any premises used by the Child Care Service

Operator in connection with the provision of services pursuant to this contract and under its control in order to inspect financial records relating to the services provided pursuant to this contract.

- (b) The Child Care Service Operator agrees that staff providing services pursuant to this contract, will, upon reasonable request, be available for consultation with Municipal staff.

## **Financial Records and Reports**

- 6. (a) The Child Care Service Operator will maintain financial records and books of account respecting services provided pursuant to this contract for each site where service is being provided and will allow Municipal staff or such other persons appointed by the Corporation to inspect and audit such books and records at all reasonable times both during the term of this contract and subsequent to its expiration or termination.

- (b) The Child Care Service Operator will submit to the Corporation a financial statement and reconciliation report with respect to the services provided pursuant to this agreement within four (4) months of the end of the Child Care Service Operator's financial year end.

Should the Corporation request an Audited Financial Statement, the Child Care Service Operator agrees to provide this documentation. The Corporation may conduct an audit analysis in order to confirm funds were used as intended and monies flowed to Child Care Service Operators are appropriate. The Child Care Service Operator will prepare and submit at any time upon reasonable request, a financial report in such form and containing such information as the Corporation may require.

- (c) The Child Care Service Operator will retain the records and books of account referred to in clause 7(a) for a period of seven (7) years, as per the CCEYA requirements.
- (d) The Child Care Service Operator will prepare and submit at any time upon reasonable request, a financial report in such form and containing such information as the Corporation may require.
- (e) The Child Care Service Operator will adhere to any additional financial reporting requirement specified in the attached Service



Description Schedule.

- (f) The Child Care Service Operator will comply with the Corporation's policies on the treatment of revenues and expenditures which will be issued from time to time.

**In witness whereof** this agreement has been signed by an authorized Corporate official on behalf of the Corporation and the Child Care Service Operator by its proper signing officers.

**Signed, sealed and delivered**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
**On behalf of the Corporation**  
**Bernadette Clement**  
**Mayor**

\_\_\_\_\_  
**On behalf of the Corporation**  
**Manon L. Levesque**  
**City Clerk**

**Child Care Service Operator:** Name of Child Care Service Operator

\_\_\_\_\_  
**Witness\***

\_\_\_\_\_  
**By: Signing Officer \*\***

\_\_\_\_\_  
**Position:**

**(Seal)**

\_\_\_\_\_  
**Witness \***

\_\_\_\_\_  
**By: Signing Officer\*\***

\_\_\_\_\_  
**Position:**

\* Witness required where the Child Care Service Operator is a sole proprietor or partner in a partnership. Not required when corporate seal is affixed.

\*\* I have the authority to bind the Corporation

**The Corporation of the City of Cornwall  
("Corporation")**

**Service Agreement  
Provincial Wage Enhancement Grant**

**Schedule "A-4": Service Description Schedule**

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**Organization Name:** Name of Child Care Service Operator  
Address

**Legislation:** *Child Care Early Years Act (CCEYA)*

**Service name:** Child Care – Wage Enhancement

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**Service Objectives**

The provincial wage enhancement initiative will benefit low-income child care program staff in the sector, help retain Registered Early Childhood Educators (RECEs), and support access to stable, high quality child care programs for children and families.

The wage enhancement initiative has the following goals:

- To close the gap between Registered Early Childhood Educators (RECEs) working in the school sector and those in the licensed child care sector;
- To help stabilize child care operators by helping them to retain qualified RECEs; and
- To support greater employment and income security.

**Service Description**

The objective of the wage enhancement grant is to support a wage increase of up to \$2 per hour in 2020, plus 17.5% benefits to Registered Early Childhood Educators (RECEs) and other child care program staff working in licensed child care centres.

Child care wage enhancement funding is available to eligible child care program staff whose positions can be counted toward adult to child ratios under the *Child Care Early Years Act (CCEYA)* working in all licensed child care centres including:

- Registered Early Childhood Educators (RECEs);
- Program staff; and
- Supervisors

## **Implementation Approach**

### **1. Application Process**

- a) Child Care Operators must apply for the wage enhancement grant using the municipal application form provided on the City's website.
- b) Child Care Operators must submit their application by the deadline indicated on the City of Cornwall Wage Enhancement application form. Applications received after the deadline will not be allocated wage enhancement funding in 2020. Operators who miss the application deadline may apply for wage enhancement funding in 2021.

### **2. Eligibility Criteria**

#### **Full Wage Enhancement Entitlement**

To be eligible to receive the full 2020 wage enhancement, RECEs and other child care program staff must be employed in a licensed child care position that:

- a) Has an associated base wage, excluding prior year's wage enhancement, of less than \$25.75 per hour (\$2 or more below the wage cap of \$27.75);
- b) Is categorized as a child care supervisor, RECE or can otherwise be counted toward adult to child ratios under the *Child Care Early Years Act (CCEYA)*.

Supplementary program staff positions that are in place to maintain lower adult-child ratios than required under the *CCEYA* are also eligible for wage enhancement.

#### **Partial Wage Enhancement Entitlement**

Where an eligible program staff has an associated wage rate, excluding the previous year's wage enhancement, that is between \$25.76 and \$27.74 per hour, that position is eligible for partial wage enhancement to increase the wage to \$27.75 per hour.

#### **Ineligible Positions (Non-Program Staff)**

- Cook, custodial and other non-program staff positions are not eligible for wage enhancement funding.
- Special Needs funded supplemental staff are not eligible for wage enhancement funding;
- The only exception to this provision is if at least 25% of the non-program staff position is used to support *CCEYA* ratio requirements; in which case the staff would be eligible for a partial wage enhancement funding to be prorated for the time spent in the eligible position.

**The wage enhancement funding is subject to the following conditions:**

1. Child Care Service Operators must have a service contract with the Corporation to qualify for funding.
2. In the event that a Child Care Service Operator of a child care program sells to another, the existing wage enhancement funding is to be returned to the Corporation immediately.
3. Child Care Service Operators are subject to review and/or audit upon the Corporations' request and must provide such information as deemed necessary by the Corporation.
4. Wage enhancement funds not utilized in accordance with the conditions outlined above shall be returned to the Corporation immediately.
5. Failure to comply with any of the funding conditions herein may result in a claim for the recovery of the wage enhancement funding as well as ineligibility to receive future funds under the wage enhancement program.
6. In the event that there are changes with respect to wage enhancement funding this schedule will be amended and signed by all parties accordingly.
7. Child Care Service Operators agree to abide by policies and procedures as outlined in the Business Practice Guidelines for Child Care Service Operators.

**Accountability**

1. Child Care Operators must provide a formal statement which attests that 100% of wage enhancement funding was provided directly to eligible child care staff with \$2.00 per hour provided for wage plus 17.5% provided for benefits by February 28, 2021.
2. Child Care Operators must clearly indicate on program staff paycheques the portion of funding that is being provided through the wage enhancement funding labeled as "Provincial child care wage enhancement".
3. Child Care Service Operators, by means of a special purpose report, will reconcile the wage enhancement funds against actual expenditures. The special purpose report requires a third-party audit to verify that the wage enhancement grant has been used for the purpose(s) intended.
4. Child Care Service Operators shall submit an audited financial statement within four (4) months of the end of the Child Care Service Operator's fiscal year end.
5. Child Care Operators must provide a completed data reporting schedule as per the corporate template by February 28, 2021.

**In witness whereof** this contract has been signed by an authorized Corporate official on behalf of the Corporation and the Child Care Service Operator by its proper signing officers.

**Signed, sealed and delivered**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
**On behalf of the Corporation**  
**Bernadette Clement**  
**Mayor**

\_\_\_\_\_  
**On behalf of the Corporation**  
**Manon Levesque**  
**City Clerk**

**Child Care Service Operator:** Name of Child Care Service Operator

\_\_\_\_\_  
**Witness\***

\_\_\_\_\_  
**By: Signing Officer \*\***

\_\_\_\_\_  
**Position:**

**(Seal)**

\_\_\_\_\_  
**Witness \***

\_\_\_\_\_  
**By: Signing Officer\*\***

\_\_\_\_\_  
**Position:**

\* Witness required where the Child Care Service Operator is a sole proprietor or partner in a partnership. Not required when corporate seal is affixed.

\*\* I have the authority to bind the Corporation.

**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**By-law 2019-146**

Department: Corporate Services  
Division: Clerk's Division  
By-law Number: 2019-146  
Report Number: 2019-228-Corporate Services  
Meeting Date: November 25, 2019  
Subject: A By-law to amend By-laws 001-2005, 063-2009 and 2017-045 and to appoint Deborah Caskenette to officiate Civil Marriage Solemnization for the City of Cornwall

Whereas Ontario Regulation 285/04 made under the Marriage Act authorizes the Clerk of a local municipality to solemnize marriages under the authority of a valid Ontario Marriage Licence; and

Whereas the Council of The Corporation of the City of Cornwall, under By-law 001-2005, directed the solemnization of civil marriages; and

Whereas Council, through By-law 001-2005, appointed the City Clerk and the Deputy Clerk as Marriage Officials; and

Whereas the Council of The Corporation of the City of Cornwall is desirous on continuing with this service.

Now therefore be it resolved that the Council of The Corporation of the City of Cornwall appoints Deborah Caskenette as Marriage Officiant for The Corporation of the City of Cornwall for as long as she holds the position of Deputy Clerk as set out under Ontario Regulation 285/04 and the Marriage Act, R.S.O. 1990, Chapter M.3 for the Province of Ontario; and

Now therefore be it further resolved that the Council of The Corporation of the City of Cornwall continues to appoint Manon L. Levesque as Marriage Officiant for The Corporation of the City of Cornwall for as long as she holds the position of City Clerk as set out under Ontario Regulation 285/04 and the Marriage Act, R.S.O. 1990, Chapter 25 s.228(4)(5);

Now therefore be it further resolved that the Council of The Corporation of the City of Cornwall continues to appoint Lori Delgreco as Marriage Officiant for The Corporation of the City of Cornwall for as long as she is employed by The Corporation of the City of Cornwall as set out under Ontario Regulation 285/04 and the Marriage Act, R.S.O. 1990, Chapter 25 s.228(4)(5);

Now therefore be it further resolved that this By-law comes into form and effect on November 25, 2019.

Read, signed and sealed in open Council this 25th day of November, 2019.

---

Manon L. Levesque  
City Clerk

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Bernadette Clement  
Mayor



### Report Approval Details

Document Title:	By-law, Appointment of Deborah Caskenette as Marriage Officiant - 2019-228-Corporate Services.docx
Attachments:	
Final Approval Date:	Nov 19, 2019

This report and all of its attachments were approved and signed as outlined below:

**Geoffrey Clarke - Nov 19, 2019 - 3:33 PM**

**Maureen Adams - Nov 19, 2019 - 10:14 PM**

**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**By-law 2019-147**

Department: Cornwall & SD&G Paramedic Services  
Division: Paramedics  
By-law Number: 2019-147  
Report Number: 2019-205-Cornwall SDG Paramedic Services  
Meeting Date: November 25, 2019  
Subject: By-law, New Service Fee for Ambulance Call Reports

Whereas, pursuant to section 391 of the Ontario Municipal Act, a municipality and its local boards are authorized to impose fees or charges on persons:

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it, for services or activities provided or done by or on behalf of any other municipality or any local board; and
- (c) for the use of its property including property under its control.

Now therefore be it resolved that The Corporation of the City of Cornwall enacts as follows:

1. That Council endorse the fee of \$25.00 plus tax for Ambulance Call Reports.
2. That this fee be added to the latest version of the List of Fees and Charges.

Read, signed and sealed in open Council this 25th day of November, 2019.

---

Manon L. Levesque  
City Clerk

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Bernadette Clement  
Mayor

### Report Approval Details

Document Title:	By-law, New Service Fee for Ambulance Call Reports - 2019-205-Cornwall SDG Paramedic Services.docx
Attachments:	
Final Approval Date:	Nov 19, 2019

This report and all of its attachments were approved and signed as outlined below:

**Bill Lister - Nov 18, 2019 - 9:18 AM**

**Tracey Bailey - Nov 19, 2019 - 6:28 PM**

**Maureen Adams - Nov 19, 2019 - 10:17 PM**

**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**By-law Explanatory Note**

Department: Cornwall & SD&G Paramedic Services  
Division: Paramedics  
Report Number: 2019-206-Cornwall SDG Paramedic Services  
Prepared By: Manon Levesque, City Clerk  
Meeting Date: November 25, 2019  
Subject: News Service Fee for Ambulance Call Reports, Note

**Purpose**

To impose a new service fee for Ambulance Call Reports.

**Background**

The City of Cornwall, through the Clerk's Division, receives numerous requests for Ambulance Call Reports through the Municipal Freedom of Information and Privacy Protection Act (MFIPPA).

Cornwall SDG Paramedic Services will gather the information and submit it to the Clerk's Division for redaction, if applicable, and for release.

Cornwall SDG Paramedic Services is proposing to charge a service fee of \$25.00 plus tax.

## Report Approval Details

Document Title:	Note, New Service Fee for Ambulance Call Reports - 2019-206-Cornwall SDG Paramedic Services.docx
Attachments:	
Final Approval Date:	Nov 21, 2019

This report and all of its attachments were approved and signed as outlined below:

**No Signature - Task assigned to Bill Lister was completed by workflow administrator Manon L. Levesque**

**Bill Lister - Nov 21, 2019 - 8:46 AM**

**Tracey Bailey - Nov 21, 2019 - 9:07 AM**

**Maureen Adams - Nov 21, 2019 - 9:42 AM**

**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**By-law 2019-148**

Department: Infrastructure and Municipal Works  
Division: Infrastructure Planning  
By-law Number: 2019-148  
Report Number: 2019-237-Infrastructure and Municipal Works  
Meeting Date: November 25, 2019  
Subject: A By-law to amend Sections of the Traffic & Parking By-law 069-89,  
Parking Meters

Whereas, new metered parking control and payment methods are being introduced and,

Whereas, in order to introduce the aforementioned, it is desirable to amend the Traffic and Parking by-law, now therefore, be it,

**RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE CITY OF CORNWALL ENACTS AS FOLLOWS:**

Pursuant to Sections 8, 9 & 11 of the Municipal Act. and amendments;

The Traffic & Parking By-law No. 069-1989 is amended by repealing thereto the following sections as well as by-laws 163-1995, 196-1995, 005-1997, 011-1997:

**DEFINITIONS**

Section 1. In this by-law

- (28) “**parking meter**” means a mechanical device together with its support, erected to control and regulate the parking of a vehicle in a parking space, and includes a “pay-and-display” machine;

- (29) **“parking meter space”** means a parking space, the use of which for parking a vehicle is controlled and regulated by a parking meter;
- Amended (30) **“parking meter zone”** means that side and block of a highway where
- #163/95 parking is controlled and regulated by parking meters, and shall also include municipal parking lots;

## **PARKING METERS**

### **PARKING ZONES**

- Amended Section 20. (1) The streets or part of streets as described in Columns 1 through 4 of
- 163/95 Schedule VIII to this by-law are hereby established as parking meter zones.
- Amended (2) Off-street parking zones, as described in Columns 1, 2 and 3 of Schedule
- 163/95 IX (a) to this by-law are hereby established as parking meter zones.
- (3) Off-street parking zones, as described in Columns 1, 2 and 3 of Schedule IX (b) to this by-law are hereby established as attendant parking zones.
- (4) Municipal parking lots leased to and operated by the Downtown Merchants Board of Management are hereby designated as attendant parking zones.

### **METHOD OF USE - PAYMENT**

- Amended Section 21. (1) Where parking meters have been installed under the authority of this by-
- 163/95 law, no person shall park a vehicle, or permit a vehicle to remain parked in a parking meter space within a parking meter zone or municipal parking lot unless the owner or operator of said vehicle, upon entering the said parking space:

- (a) immediately deposits the required money in the parking meter alongside of or next to the said parking space; and
  - (b) activates the parking meter by turning the handle to indicate the unexpired time paid for in accordance with the hourly rate.
  
- New                      (1a) The hourly rate referred to in subsection (1)(b) shall be the rate indicated

163/95                      on the meter rate plate affixed to the meter nearest the parking space; and/or on the information plate affixed to the face of the “pay and display” machine; and/or as indicated on parking lot signage.
  
- Amended                      (1b) Compliance with subsections (1) and (4) of this section shall apply,

005/97                      except holidays, on Mondays through Saturdays between the hours of 9:00 a.m. and 6:00 p.m
  
- Amended                      (2) The provisions of subsection (1) shall not affect the privilege of the

163/95                      owner or operator of a vehicle of using the unexpired time as indicated on a parking meter.
  
- Amended                      (3) Within an attendant parking zone, no person shall park a vehicle or

196/95                      permit a vehicle to remain parked unless the owner or operator of said vehicle obtains an authorized ticket upon which the time of entry into said attendant parking zone is clearly indicated.



### **METHOD OF USE - PAYMENT**

- (4) Where a “pay and display” machine has been installed under the authority of this by-law, no person shall park a vehicle, or permit a vehicle to remain parked in a parking meter space within a municipal parking lot unless the owner or operator of said vehicle, upon entering the said parking lot:
  - (a) immediately deposits the required money in the “pay and display” machine controlling the parking meter space as indicated by signs;
  - (b) displays the valid and unexpired ticket issued by the “pay and display” machine clearly in sight, face up, on the left side of the front dashboard of the vehicle parked in said parking meter space, and in such a manner as to clearly show the parking lot name, date, and expiry time.

### **TIME LIMITS**

Amended Section 22.	(1) Where parking meters or a “pay and display” machine have been
163/95	installed under the authority of this by-law , no person shall park a vehicle, or permit a vehicle to remain parked in a parking meter space within a parking meter zone or municipal parking lot for a period of time in excess of the indicated time limit.
New	(1a) Legal parking time limit referred to in subsection (1) shall be that time
163/95	limit indicated on the meter rate place affixed to the meter nearest the parking space; and/or on the information plate affixed to the face of the “pay and display” machine; and/or as indicated on parking lot signage.
New	(1b) Payment of the rate indicated as per Section 21 shall entitle the operator
163/95	of a vehicle to park for the amount of time indicated next

to the rate on the meter rate plate; and/or as indicated on the information plate affixed to the face of the “pay and display” machine; and/or as indicated on parking lot signage, subject to the provisions of Section 21 and this section.

Amended

011/97                      (1c) Compliance with subsection (1) of this section shall apply, except holidays, on Mondays through Saturdays between the hours of 9:00 a.m. and 6:00 p.m.

Amended                      (2) Within a municipal parking lot or attendant parking zone, no person shall

163/95                      park a vehicle, or permit a vehicle to remain parked for a period of time in excess of twelve (12) hours.

(3) No person shall park a vehicle, or permit a vehicle to remain parked within an off-street parking meter zone or attendant parking zone in such a way as to interfere with the plowing or removing of snow or any other maintenance work undertaken by or on behalf of the Corporation.

(4) Where a “pay and display” machine has been installed under the authority of this by-law, no person shall park a vehicle, or permit a vehicle to remain parked in a parking meter space within a parking lot on which an expired ticket is displayed.

Also, pursuant to Sections 8, 9 & 11 of the Municipal Act. and amendments;

The Traffic & Parking By-law No. 069-1989 is amended by **adding** thereto the following sections and subsections:

## **DEFINITIONS**

Section 1. In this by-law

- (28) **“parking meter”** means a device installed in a parking meter zone, erected to control and regulate the parking of a vehicle in a parking space, and includes a “pay-and-display” and “pay by plate” machine,
- (28-a) **“parking pass”** means an official parking pass issued by the City of Cornwall authorizing a vehicle to park within designated “parking pass only” areas within off-street parking lots.
- (29) **“parking meter space”** means a parking space, the use of which for parking a vehicle is controlled and regulated by a parking meter;
- (30) **“parking meter zone”** means that side and segment of a highway where parking is controlled and regulated by parking meters and or parking passes, and shall also include designated off street parking lots;

## **PARKING METERS**

### **PARKING ZONES**

- Section 20. (1) The streets or part of streets as described in Columns 1 through 4 of Schedule VIII to this by-law are hereby established as parking meter zones.
- (2) Off-street parking zones, as described in Columns 1, 2 and 3 of Schedule IX (a) to this by-law are hereby established as parking meter zones.

## **METHOD OF USE - PAYMENT**

Section 21 (1) Where parking meters have been installed under the authority of this by-law, no person shall park a vehicle, or permit a vehicle to remain parked in a parking meter space within a parking meter zone or municipal parking lot, unless the owner or operator of said vehicle, upon entering the said parking space:

- (a) Immediately, deposits the required money at the designated parking meter, or makes the payment as indicated in the parking meter, or makes payment with a smart phone or other electronic device, utilizing the City of Cornwall's official authorized parking app, where and when available; and
  - (b) activates the parking meter by making the payment to indicate the unexpired time paid for in accordance with the hourly rate.
- (1a) The hourly rate referred to in subsection (1)(b) shall be the rate indicated on the meter nearest to the parking space; and/or indicated on the "pay and display" or 'pay by plate', machines; and/or as indicated on the parking zones by signage and/or as indicated by the City of Cornwall's official authorized parking app, where and when available
- (1b) Compliance with subsections (1) and (4) of this section shall apply, during the days and times indicated in the parking meters and/or signage in the parking zones and/or as indicated by the City of Cornwall's official authorized parking app, where and when available.
- (3) Within a parking meter zone area, designated and regulated by "parking pass only", no person shall park a vehicle or permit a vehicle to remain parked unless the owner or operator of the said vehicle obtains and displays

an authorized and valid parking pass for the municipal parking lot.

- (4) Where a “pay and display” and/or a “pay by plate machine”, has been installed under the authority of this by-law, no person shall park a vehicle, or permit a vehicle to remain parked in a parking meter space within a meter parking zone, and within a municipal parking lot, unless the owner or operator of said vehicle, upon entering the said parking lot:
- (a) immediately deposits the required money in the “pay and display” or “pay by plate” machine, controlling the parking meter space as indicated by signs;
  - (b) displays the valid and unexpired ticket issued by the “pay and display” machine clearly in sight, face up, on the left side of the front dashboard of the vehicle parked in said parking meter space, and in such a manner as to clearly show the parking lot name, date, and expiry time; or
  - (c) enters the plate number of the vehicle being parked in the parking meter zone; or
  - (d) utilize the City of Cornwall’s official authorized parking app, to make the payment, where and when available.

### **TIME LIMITS**

Section 22 (1) Where parking meters or “pay and display”, or “pay by plate” machines have been installed under the authority of this by-law, no person shall park a vehicle, or permit a vehicle to remain parked in a parking meter space within a parking meter zone or municipal parking lot for a period of time in excess of the indicated time limit.

- (1a) Legal parking time limit referred to in subsection (1) shall be that time limit indicated on the respective meter, nearest to the parking space; and/or on the “pay and

display” or “pay by plate” machine; and/or as indicated by signs within the parking meter zone, on street or in a parking lot and or as indicated by the the City of Cornwall’s official authorized parking app, where and when available.

- (1b) Payment of the rate indicated as per Section 21 shall entitle the operator of a vehicle to park for the amount of time as indicated at the meter, nearest to the parking space, and/or as indicated at the “pay and display” or “pay per plate” machine; and/or as indicated on parking lot signage, or the meter parking zone signage, or as indicated by the City of Cornwall’s official authorized parking app, where and when available, subject to the provisions of Section 21 and this section.
- (1c) Compliance with subsection (1) of this section shall apply, during the days and times indicated in the parking meters and/or signage in the parking zones and/or as indicated by the City of Cornwall’s official authorized parking app, where and when available.
- (2) Within a municipal parking lot, no person shall park a vehicle, or permit a vehicle to remain parked for a period of time in excess of twelve (12) hours.
- (3) No person shall park a vehicle, or permit a vehicle to remain parked within an off-street parking meter zone in such a way as to interfere with the plowing or removing of snow or any other maintenance work undertaken by or on behalf of the Corporation.

- (4) Where parking meter zones have been designated and a “pay and display” and/or “pay by plate” machines has been installed under the authority of this by-law, no person shall park a vehicle, or permit a vehicle to remain parked, in a parking meter space within a metered parking zone, including a parking lot, on which an expired ticket is displayed or when the “pay by plate” paid time has expired.

Read, signed and sealed in open Council this 25th day of November, 2019.

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Manon L. Levesque  
City Clerk

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Bernadette Clement  
Mayor

## Report Approval Details

Document Title:	By-law, Traffic and Parking, Parking Meters - 2019-237-Infrastructure and Municipal Works.docx
Attachments:	
Final Approval Date:	Nov 21, 2019

This report and all of its attachments were approved and signed as outlined below:

**Enrique Kamm - Nov 20, 2019 - 8:27 AM**

**Michael Fawthrop - Nov 20, 2019 - 9:26 AM**

**No Signature - Task assigned to Bill de Wit was completed by workflow administrator Manon L. Levesque**

**Bill de Wit - Nov 21, 2019 - 8:45 AM**

**Maureen Adams - Nov 21, 2019 - 10:25 AM**



**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**Report**

Department: Corporate Services  
Division: Clerk's Division  
Report Number: 2019-224-Corporate Services  
Prepared By: Manon Levesque, City Clerk  
Meeting Date: November 25, 2019  
Subject: Unfinished Business Listing for November 25, 2019

**Recommendation**

That Council receive the Unfinished Business Listing for November 25, 2019.

Number	Title	Department	Date
2019-04	Procedural By-law Amendments (Mar 26/18) (Feb 11/19) (Feb 11/19)	Presentation by Tony Flemming, Integrity Commissioner	Special Meeting Nov 25/19
		By-law Corporate Services	Dec 9/19
2018-19	Protection and Enhancement of Tree Canopy and Natural Vegetation Policy (Aug 13/18) (Mar 25/19) (Apr 23/19)	Presentation by Transition Cornwall +	Nov 25/19
		Development, Planning and Recreation	Nov 25/19

2019-02	<b>Electoral System Review Aka: Ward System and Council Composition (Jan 14/19)</b>	<b>Corporate Services</b>	<b>Nov 25/19</b>
2019-29	<b>Options to Compensate the Mayor for the Elimination of the One-Third Tax Exemption (Nov 12/19)</b>	<b>CAO</b>	<b>Nov 25/19</b>
2019-13	Waterfront Pop-Up Project (May 27/19) (Oct 15/19)	Development, Planning and Recreation	Dec 9/19
2019-20	Great River Network's Request for Cornwall's Waterfront Trail to be designated a Smoke Free Area (Aug 12/19) (Nov 12/19)	Planning, Development and Recreation	Dec 9/19
2019-24	Review of Parks, Facilities and Street Naming Policy (Sept 9/19)	Corporate Services	Jan 13/20
2018-23	Future of Licensing and Inspecting of Rental Housing (Nov 13/18)	Development, Fire Services, Social Services	Jan 27/20
2019-27	Open Fire Burning (Sep 16/19)	Fire Services	Feb 10/20
2019-25	Audit Committee's Review of the 2019 Municipal Works Redevelopment Plan Report (Aug 12/19)	Financial Services	TBD
2019-26	Draft Plan of Subdivision for St. Antoine Subdivision - Vehicular Ingress and Egress Solutions (Oct 15/19)	Development, Planning and Recreation and Infrastructure and Municipal Works	TBD

2019-28	Repeal of Section 01-2-10 (Maximum Height) of the Zoning By-law 751-1969 (Nov 12/19)	Planning Advisory and Hearing Committee  Planning, Development and Recreation	Jan 20/19   TBD
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**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**Confirming By-law 2019-149**

Department: Corporate Services  
Division: Clerk's Division  
By-law Number: 2019-149  
Report Number 2019-227-Corporate Services  
Meeting Date: November 25, 2019  
Subject: Confirming By-law for the Meeting of November 25, 2019

A By-law to adopt, ratify and confirm the proceedings of the Council of The Corporation of the City of Cornwall at its meetings held on Monday, November 25, 2019.

Whereas Section 5(1) of the Municipal Act, S.O. 2001, c.24 thereto provides that the powers of a municipal Corporation shall be exercised by its Council; and

Whereas Section 5(3) of the Municipal Act, S.O. 2001, c.24 and amendments thereto, provides that the powers of Council are to be exercised by By-law: and

Whereas in many cases action which is taken or authorized to be taken by Council does not lend itself to the passage of an individual By-law; and

Whereas Section 248 provides that if a council passes a comprehensive general by-law that consolidates and includes the provisions of any By-law previously passed by the Council; and it is deemed expedient that a By-law be passed to authorize the execution of agreements and other documents and that the proceedings of the Council of The Corporation of the City of Cornwall at this meeting be confirmed and adopted by By-law.

Now therefore be it resolved that the Council of The Corporation of the City of Cornwall enacts as follows:

1. (a) That the following Minutes of the Public Meetings of the Municipal Council of The Corporation of the City of Cornwall be and the same are hereby adopted:

(i) Regular Public Meeting of Council #2019 - 28 of Tuesday, November 12, 2019

(b) That the following Minutes of the In Camera Meeting pertaining to the security or part of the property of the Municipality or Local Board, personal matters about an identifiable individual, including municipal or Local Board employees, a proposed or pending acquisition or disposition of land by the Municipality or Local Board, labour relations or employee negotiations, litigation or potential litigation, including matters before administrative tribunals, affecting the Municipality or Local Board, advice that is subject to solicitor-client privilege, including communications necessary for the purpose, a matter in respect of which a Council, Board, Committee other body may hold a closed meeting under another Act, or for the purpose of educating or training the members and where no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee, be and the same are hereby adopted:

(i) Regular In Camera Committee of Council #2019 – 16 of Tuesday, November 12, 2019

(c) That the actions of the Council at its meetings held on Monday, November 25, 2019, in respect of each recommendation contained in all reports of the regular and in-camera meetings and in respect of each motion, resolution and other action taken by the Council at its said meeting is, except where the prior approval of the Ontario Municipal Board or other authority is by law required, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in the By-law;

(d) That the above mentioned actions shall not include any actions required By-law to be taken by resolutions.

2. That where no By-law has been or is passed with respect to the taking of any action authorized in or by the above mentioned Minutes or with respect to the exercise of any powers by the Council in the above mentioned Minutes, then this By-law shall be deemed for all purposes to be the By-law required for approving and authorizing and taking of any action authorized therein or thereby, or required for the exercise of any powers therein by the Council.
3. The Mayor and proper officials of The Corporation of the City of Cornwall are hereby authorized and directed to do all things necessary to give effect to the above-mentioned actions and to obtain approvals where required.
4. Unless otherwise provided, the Mayor and Clerk are hereby authorized and directed to execute and the Clerk to affix the seal of The Corporation of the City of Cornwall to all documents necessary to give effect to the above mentioned actions.
5. It is declared that notwithstanding that any section or sections of this By-law or parts thereof, may be found by any court of law to be bad or illegal or beyond the power of the Council to enact, such section(s) or part(s) hereof shall be deemed to be severable and that all other sections or parts of this By-law are separate and independent there from and enacts as such.

Read, signed and sealed in open Council this 25th day of November, 2019.

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Manon L. Levesque  
City Clerk

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Bernadette Clement  
Mayor



### Report Approval Details

Document Title:	Confirming By-law for the Meeting of November 25, 2019 - 2019-227-Corporate Services.docx
Attachments:	
Final Approval Date:	Nov 20, 2019

This report and all of its attachments were approved and signed as outlined below:

**Manon L. Levesque - Nov 20, 2019 - 11:40 AM**

**Maureen Adams - Nov 20, 2019 - 5:15 PM**