

Agenda  
Cornwall City Council

**Meeting #:** 2020-29  
**Date:** Monday, November 23, 2020, 7:00 PM  
**Location:** Cornwall Civic Complex, 100 Water Street East, Cornwall, Ontario, K6H 6G4, Salon B, Lower Level  
**Chair:** Bernadette Clement, Mayor  
**Prepared By:** Debbie Caskenette, Deputy Clerk

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Pages

**In-Camera Session / Rise and Report from the In-Camera Meeting of  
Monday, November 23, 2020**

Motion to move into a Closed Meeting at 5:30 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, 2020-350-Financial Services, Assessment Appeal**

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

**Item #2, 2020-231-Social and Housing Services, Child Care Funding**

- a) the security of the property of the municipality or local board
- 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

The Acting Mayor for this month is Councillor Glen Grant.

**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 Agenda is being presented for adoption as presented / amended.

## **Disclosures 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**

Ratification des procès-verbaux

The following Minutes are being presented for adoption:

Monday, November 9, 2020

## **Presentations**

Présentations

## Delegations

Délégations

## Consent Reports

Rapports sur le consentement

**1. Proclamation – Children's Christmas Fund Week, 2020-369-  
Corporate Services**

14

Action Recommended

That Council proclaim the week of December 13 to 19, 2020, as "Children's Christmas Fund Week" in the City of Cornwall and allow its flag to be flown at 340 Pitt Street for the duration of that period.

**2. Tender 20-T36 Tractor Mounted Backhoe and/or Tractor Mounted  
Hoe Ram complete with Operator for Various City Departments,  
2020-349-Financial Services**

17

Action Recommended

That Option B-Two Year of Tender 20-T36 be awarded on a roster basis from January 1, 2021 to December 31, 2022. Suppliers will be called in order beginning with the lowest hourly rate.

**Item 1 - Tractor Backhoe for Various Departments to:**

**Hourly Rates Option B**

**Company Year One Year Two**

1202832 Ontario Inc. (o/a Bob Buiting) \$53.75 \$53.75

C&D Excavating Limited \$54.48 \$54.98

Gaucher Excavation Limited \$62.95 \$63.95

H. Moise Jr Trucking \$80.00 \$80.00

Losey's Haulage Limited \$90.00 \$92.00

2561678 Ontario Inc.(o/a Valade Backhoe Service) \$95.00 \$95.00

TDM Construction \$97.50 \$101.50

**Item 2 - Hoe Ram for Various Department to:**

**Hourly Rates Option B**

## **Company Year One Year Two**

1202832 Ontario Inc. (o/a Bob Buiting) \$69.75 \$69.75

C&D Excavating Limited \$73.48 \$74.48

Gaucher Excavation Limited \$90.00 \$90.00

2561678 Ontario Inc.(o/a Valade Backhoe Service) \$130.00  
\$130.00

Losey's Haulage Limited\$130.00\$135.00

Rates shown are exclusive of applicable HST.

### **3. Energy Conservation and Demand Management Update 2020, 2020-404-Infrastructure and Municipal Works 22**

Action Recommended  
That Council receive Report 2020-404-Infrastructure and Municipal Works.

## **Resolutions**

### **Résolutions**

## **Reports from Unfinished Business and Unfinished Business Listing**

### **Rapports des affaires incomplètes**

The Unfinished Business Listing for Monday, November 23, 2020, is being presented to Council to receive.

### **1. Municipal Naming Policy, 2020-367-Corporate Services 36**

Action Recommended  
That Council approve:

- a. the Municipal Naming Policy as presented
- b. the conversion of the former Parks, Facilities and Street Naming Policy Committee to the Municipal Naming Working Group
- c. the establishment of the Municipal Naming Working Group with the current Members of Council and of Administration

### **2. Unfinished Business Listing for November 23, 2020, 2020-371-Corporate Services 58**

Action Recommended

That Council receive the Unfinished Business Listing for November 23, 2020.

## **Communication Reports**

### **Communications et rapports**

- |                                                                                           |           |
|-------------------------------------------------------------------------------------------|-----------|
| <b>1. 2020 Annual Report on the Municipal Grants Program, 2020-347-Financial Services</b> | <b>61</b> |
|-------------------------------------------------------------------------------------------|-----------|

#### **Action Recommended**

- a. That Council receive Report 2020-347-Financial Services for the 2020 Annual Report on the Municipal Grants Program.
- b. That Council approve the recommended changes to the Municipal Grants Policy FI-2020-01-27-4 attached as Appendix A.
- c. That Council approve the recommended changes to the Municipal Grants Program Guidelines attached as Appendix B.

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| <b>2. Development Charges Interest Policy, 2020-348-Financial Services</b> | <b>85</b> |
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#### **Action Recommended**

- 1. That Council approve the charging of interest pursuant to sections 26.1 and 26.2 of the Development Charges Act, 1997:
  - a. effective as at January 1, 2020,
  - b. at a rate of Bank of Canada Prime Rate plus 3% compounded annually
- 2. That the General Manager, Planning, Development and Recreation, and the General Manager, Financial Services and Treasurer, be authorized to execute agreements related to the administration of any imposed Development Charges By-law; and
- 3. That Council approve the Development Charges Interest Policy (attached), to administer the charging of interest as outlined in Recommendation 1 and 2.

- |                                                         |           |
|---------------------------------------------------------|-----------|
| <b>3. Petitions Policy, 2020-365-Corporate Services</b> | <b>98</b> |
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#### **Action Recommended**

That Council approve the Petitions Policy.

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|------------------------------------------------------------------|------------|
| <b>4. Town Hall Meetings Policy, 2020-366-Corporate Services</b> | <b>106</b> |
|------------------------------------------------------------------|------------|

Action Recommended  
That Council approve the Town Hall Meetings Policy.

- |                                                                                                    |            |
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| <b>5. Proxy Voting – Procedural By-law – Local State of Emergency, 2020-309-Corporate Services</b> | <b>112</b> |
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Action Recommended  
That Council approve Option 1 or 2 as it relates to Proxy Voting for Members of Council as presented in Report 2020-309-CS.

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| <b>6. COVID-19 Support Program for Local Small Businesses, 2020-396-Planning, Development and Recreation</b> | <b>119</b> |
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Action Recommended  
That Council approve entering into a Conditional Flow Through Grant Agreement with the Business Advisory Centre Durham (BACD) for the purposes of receiving funds to provide COVID-19 support and assistance to local small businesses.

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| <b>7. Repair of Wastewater Treatment Plant Travelling Bar Screen, 2020-405-Infrastructure and Municipal Works</b> | <b>123</b> |
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Action Recommended  
That Council

- a. receive Report 2020-405-Infrastructure and Municipal Works
- b. authorize Administration to utilize funds from the Wastewater Works Reserve to offset this non-budgeted expenditure

## **New Business Motions**

Nouvelles affaires

## **By-laws**

Règlements municipaux

By-laws 2020-145 to 2020-148 inclusive, listed on the Agenda, are being presented to Council for adoption.

- |                                                                                                                                     |            |
|-------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>1. By-law 2020-145 Red Cross Disaster Agreement - 2020-229-Social and Housing Services, 2020-230-Social and Housing Services</b> | <b>130</b> |
| <b>2. By-law 2020-146 Committees By-law, 2020-364-Corporate Services</b>                                                            | <b>169</b> |

- |    |                                                                                                                                                   |     |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 3. | <b>By-law 2020-147 Big Ben Operation Agreement - 2020-393-Planning, Development and Recreation, 2020-397-Planning, Development and Recreation</b> | 184 |
| 4. | <b>By-law 2020-148 Agreement with the Business Advisory Centre Durham, 2020-394-Planning, Development and Recreation</b>                          | 188 |

**Reports from Standing, Advisory, Special and Ad Hoc Committees of Council**

Rapports des comités permanents, consultatifs, spéciaux et ad hoc

**Notices of Motion**

Avis de motion

**Confirming By-law**

Règlement municipal de ratification

By-law 2020-149, 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 23, 2020, is being presented to Council for adoption.

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| 1. | <b>Confirming By-law for the Meeting of November 23, 2020, 2020-370-Corporate Services</b> | 191 |
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**Adjournment and Next Regular Meeting of Council**

Ajournement et prochaine séance ordinaire du Conseil

The next Special Public Meeting of Council will be held on Monday, December 7, 2020.

The next Regular Public Meeting of Council will be held on Monday, December 14, 2020.



## Minutes Cornwall City Council

Meeting #: 2020-27  
Date: Monday, November 9, 2020, 7:00 PM  
Location: Cornwall Civic Complex, 100 Water Street East, Cornwall,  
Ontario, K6H 6G4, Salon B, Lower Level  
Chair: Bernadette Clement, Mayor  
Prepared By: Debbie Caskenette, Deputy Clerk

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Attendance: Bernadette Clement, Mayor, Claude E. McIntosh, Councillor,  
Committee Members: Elaine MacDonald, Councillor, Syd Gardiner, Councillor (left  
at 9:40 p.m.), Dean Hollingsworth, Councillor, Carilyne  
Hébert, Councillor, Maurice Dupelle, Councillor  
(electronically), Glen Grant, Councillor, Todd Bennett,  
Councillor, Justin Towndale, Councillor (electronically), Eric  
Bergeron, Councillor (electronically)

Attendance: Maureen Adams, CAO, Manon L. Levesque, City Clerk,  
Administration: Debbie Caskenette, Deputy Clerk, Geoffrey Clarke, General  
Manager, Corporate Services, Mark A. Boileau, General  
Manager, Planning, Development and Recreation, Tracey  
Bailey, General Manager, Financial Services, Bill de Wit,  
Acting General Manager, Infrastructure and Municipal Works,  
Mellissa Morgan, Manager, Social and Housing Services, Jeff  
Weber, Fire Chief, James Fawthrop, Division Manager, Parks  
and Recreation, Michael Fawthrop, Division Manager,  
Infrastructure, Carl Goodwin, Division Manager,  
Environmental

### 1. **In-Camera Session / Rise and Report from the In-Camera Meeting of Monday, November 9, 2020**

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, 2020-340-Financial Services, Assessment Appeals**

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

Action Taken: Council received the report.



**Item #2, 2020-339-Financial Services, Assessment Appeal**

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

Action Taken: Council received the report.

**Item #3, 2020-341-Financial Services, Assessment Appeal**

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

Action Taken: Council received the report.

**Item #4, 2020-402-Infrastructure and Municipal Works, Property Acquisition**

c) a proposed or pending acquisition or disposition of land by the municipality or local board

Action Taken: Council provided direction to Administration.

**2. Moment of Personal Reflection**

**3. National Anthem**

The Acting Mayor for this month is Councillor Glen Grant.

**4. Opening**

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

**5. Roll Call**

**6. Additions, Deletions or Amendments**

1. Consent Item 13.7, RFP Terms of Reference for Design and Construction Administration Services for the Affordable Housing Complex, be moved to Communication Reports as Item 17.2 for discussion.

2. Addition of By-law 2020-143, Property Acquisition – South East side of Ninth Street at York Street which amends the Confirming By-law to Number 2020-144.

**7. Adoption of Agenda**

Moved By: Glen Grant, Councillor

Seconded By: Elaine MacDonald, Councillor

Motion to adopt the Agenda as amended.

Motion Carried

**8. Disclosures of Interest**

1. Councillor Claude E. McIntosh declared a conflict of interest on Report 2020-351-Corporate Services - Cornwall Newspaper Digitization Project by Eric Duncan MP as he is a contributing writer for the Cornwall Seaway News.
2. Councillor Eric Bergeron noted that he has no potential conflict of interest on Report 2020-343-Financial Services – Tender 20-T35 Supply of Electrical Services for City Departments – Two Years as his family no longer owns Bergeron Electric.

**9. Committee of the Whole**

Moved By: Carilyne Hébert, 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

**10. Adoption of Minutes**

Moved By: Elaine MacDonald, Councillor

Seconded By: Claude E. McIntosh, Councillor

Motion to adopt the Minutes of October 26, 2020 as presented.

Motion Carried

## **11. Presentations**

There were no Presentations.

## **12. Delegations**

### **1. Cornwall Newspaper Digitization Project by Eric Duncan MP, 2020-351-Corporate Services**

Having declared a conflict of interest on this item, Councillor Claude E. McIntosh stepped away from the Council table.

Eric Duncan, MP, on behalf of a volunteer Committee, provided an overview of the proposed initiative to digitize and preserve Cornwall's newspaper history with easy searchable access to residents, researchers, and students. The project is to include the Cornwall Seaway News, the Cornwall Standard Freeholder and Le Journal de Cornwall. The Committee is requesting support from Council for a partnership on the digitalization of the material and ownership of the data once the project is complete.

Moved By: Glen Grant, Councillor

Seconded By: Carilyne Hébert, Councillor

Motion to direct Administration to prepare a report on this matter.

Motion Carried

## **13. Consent Reports**

Moved By: Dean Hollingsworth, Councillor

Seconded By: Syd Gardiner, Councillor

Motion to adopt the Consent Items as presented.

Motion Carried

### **1. Town Hall Meetings Policy, 2020-336-Corporate Services**

Motion to receive Report 2020-336-CL and direct Administration to include the draft Policy on Town Hall on the Agenda for the Regular Council of Meeting of Monday, November 23, 2020, for discussion.

**2. Committees By-law, 2020-337-Corporate Services**

Motion to receive Report 2020-337-CL and direct Administration to include the draft By-law on the Agenda for the Regular Council of Meeting of Monday, November 23, 2020, for discussion.

**3. Petitions Policy, 2020-338-Corporate Services**

Motion to receive Report 2020-338-CL and direct Administration to include the draft Policy on Petitions on the Agenda for the Regular Council of Meeting of Monday, November 23, 2020, for discussion.

**4. Third Quarter Financial Results 2020, 2020-345-Financial Services**

Motion to receive the Third Quarter Financial Results for the period ending September 30, 2020.

**5. Water Financial Plan, 2020-398-Infrastructure and Municipal Works**

Motion to approve the City of Cornwall Water Financial Plan Resolutions Numbers 2020-07 and 2020-08 for submission of the Water Financial Plan to the Ministry of Environment, Conservation and Parks and the Ministry of Municipal Affairs and Housing.

**6. Tender 20-T35 Supply of Electrical Services for City Departments – Two Years, 2020-343-Financial Services**

Motion to award Tender 20-T35 to Bergeron Electric Limited, from Cornwall, Ontario, for a two year period from December 1, 2020 to November 30, 2022, with an option to renew for an additional one-year term, being the best bid meeting the tender specifications.

**7. RFP Terms of Reference for Design and Construction Administration Services for the Affordable Housing Complex, 2020-346-Financial Services**

This item was moved to Communication Reports as Item 17.2 for discussion.

#### **14. Resolutions**

- 1. 2020-07 Cornwall Water Financial Plan – Ministry of the Environment, Conservation and Parks, 2020-399-Infrastructure and Municipal Works**

Moved By: Glen Grant, Councillor

Seconded By: Elaine MacDonald, Councillor

Motion to submit the approved Cornwall Water Financial Plan as part of the water license renewal application to the Ministry of Environment, Conservation and Parks.

Motion Carried

- 2. 2020-08 Cornwall Water Financial Plan - Ministry of Municipal Affairs and Housing, 2020-400-Infrastructure and Municipal Works**

Moved By: Elaine MacDonald, Councillor

Seconded By: Todd Bennett, Councillor

Motion to submit the approved Cornwall Water Financial Plan as part of the water license renewal application to the Ministry of Municipal Affairs and Housing.

Motion Carried

#### **15. Reports from Unfinished Business and Unfinished Business Listing**

- 1. Environment and Climate Change Committee Review of Draft Tree Canopy and Natural Vegetation Protection Policy, 2020-376-Infrastructure and Municipal Works**

Moved By: Eric Bergeron, Councillor

Seconded By: Carilyne Hébert, Councillor

- a. Motion to approve the Tree Canopy and Natural Vegetation Protection Policy as presented; and
- b. direct Administration to prepare a report to address the actionable items / recommendations of the Environment and Climate Change Committee.

Motion Carried

**2. Lamoureux Park Decorative Lighting and Winter Activities, 2020-391-Planning, Development and Recreation**

Moved By: Dean Hollingsworth, Councillor

Seconded By: Todd Bennett, Councillor

Motion to receive Report 2020-391-PDR and direct Administration to proceed with the following items in the short term:

- a. \$15,000 seasonal installation of decorative string lights on and around the clock tower to celebrate the 2020 Christmas season
- b. the establishment of a toboggan hill for the 2021 winter season at the splashpad for an estimated cost of \$5,000; and. the clearing of snow for the 2021 winter season from the lit portions of the multi-use path network in Lamoureux Park for an estimated cost of \$15,000

Motion Carried

Moved By: Dean Hollingsworth, Councillor

Seconded By: Syd Gardiner, Councillor

Motion to refer the installation of an insulated ceiling in the splashpad washroom at an estimated cost of \$25,000 to the 2021 Budget Deliberations.

Motion Defeated

Motion to refer the installation of electrical servicing throughout Lamoureux Park at an estimated cost of \$135,000 to the 2021 Budget Deliberations.

Motion Carried

Motion to refer the installation of coloured LED flood lights around the Clock Tower at an estimated cost of \$42,125 to the 2021 Budget Deliberations.

Motion Carried

Motion to refer the replacement of existing light standard fixtures and a phased-in expansion of the multi-use path lighting in Lamoureux Park at an estimated cost of \$250,250 to the 2021 Budget Deliberations.

Motion Carried

Moved By: Elaine MacDonald, Councillor  
Seconded By: Carilyne Hébert, Councillor

Motion to proceed with the immediate installation of an insulated ceiling in the splashpad washroom for the 2021 winter season at an estimated cost of \$25,000.

	<b>For</b>	<b>Against</b>	<b>Abstain</b>
Bernadette Clement, Mayor	X		
Claude E. McIntosh, Councillor	X		
Elaine MacDonald, Councillor	X		
Syd Gardiner, Councillor		X	
Dean Hollingsworth, Councillor		X	
Carilyne Hébert, Councillor	X		
Maurice Dupelle, Councillor	X		
Glen Grant, Councillor	X		
Todd Bennett, Councillor		X	
Justin Towndale, Councillor	X		
Eric Bergeron, Councillor		X	
<b>Results</b>	<b>7</b>	<b>4</b>	<b>0</b>

Motion Carried (7 to 4)

**3. Unfinished Business Listing for November 9, 2020, 2020-350-Corporate Services**

Moved By: Glen Grant, Councillor  
Seconded By: Todd Bennett, Councillor

Motion to receive the Unfinished Business Listing for November 9, 2020.

Motion Carried

## **16. Communication Reports**

### **1. Municipal Works Yard Redevelopment Project – Quarterly Report, 2020-401-Infrastructure and Municipal Works**

Moved By: Glen Grant, Councillor

Seconded By: Carilyne Hébert, Councillor

Motion to receive Report 2020-401-Infrastructure and Municipal Works

Motion Carried

### **2. RFP Terms of Reference for Design and Construction Administration Services for the Affordable Housing Complex, 2020-346-Financial Services**

This item was moved from Consent Item 13.7 for discussion.

Moved By: Elaine MacDonald, Councillor

Seconded By: Maurice Dupelle, Councillor

Motion to receive Report 2020-346-Financial Services.

Motion Carried

## **17. New Business Motions**

### **1. Urban Campground in Guindon Park, 2020-19-Council Members**

Moved By: Todd Bennett, Councillor

Seconded By: Eric Bergeron, Councillor

a. Motion to direct Administration to prepare a report on the costs associated with opening a campground with a mix of tent and serviced RV lots, and number of Yurts that can be used for on and off season use, complete with a check in/general store facility, and landscaping the area close to the boat launch into a swimming area, complete with a sand covered beach; and

b. Motion to direct Administration to reach out for information and operating models from provincial and municipally run campgrounds that are located close to or inside urban boundaries.

Motion Carried



**2. Advocacy Letter to Premier Ford - Targeted Approach, 2020-20-Council Members**

Moved By: Glen Grant, Councillor

Seconded By: Justin Towndale, Councillor

Motion that The Corporation of the City of Cornwall send a letter to Premier Doug Ford for a more targeted approach that is data driven and backed by evidence in order to maintain public support for public health guidelines during the pandemic.

Motion Carried

**18. By-laws**

Moved By: Carilyne Hébert, Councillor

Seconded By: Glen Grant, Councillor

Motion to adopt By-laws 2020-140 to 2020-143 inclusive, as listed on the Agenda.

Motion Carried

1. By-law 2020-140 Shared Services Agreement with the United Counties of Stormont, Dundas and Glengarry, 2020-218-CAO
2. By-law 2020-141 Final Acceptance of Municipal Services - Clement Court Subdivision, 2020-393-Infrastructure and Municipal Works, 2020-397-Infrastructure and Municipal Works
3. By-Law 2020-142 Lift One-Foot Reserves and an Easement Quit Claim - East Ridge Subdivision Phase 7, 2020-394-Infrastructure and Municipal Works, 2020-396-Infrastructure and Municipal Works
4. By-law 2020-143, Property Acquisition - South East Side of Ninth Street at York Street, 2020-391-Infrastructure and Municipal Works

**19. Reports from Standing, Advisory, Special and Ad Hoc Committees of Council**

There were no Reports from Standing, Advisory, Special and Ad Hoc Committees of Council.

**20. Notices of Motion**

There were no Notices of Motion.

**21. Confirming By-law**

**1. Confirming By-law for the Meeting of November 9, 2020, 2020-352-Corporate Services**

Moved By: Todd Bennett, Councillor

Seconded By: Carilyne Hébert, Councillor

Motion to adopt the Confirming By-law 2020-144.

Motion Carried

**22. Adjournment and Next Regular Meeting of Council**

The next Regular Public Meeting of Council will be held on Monday, November 23, 2020.

Moved By: Elaine MacDonald, Councillor

Seconded By: Glen Grant, Councillor

Motion to adjourn the Regular Meeting of Council of Monday, November 9, 2020 at 9:50 p.m.

Motion Carried

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Manon L. Levesque, City Clerk

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Bernadette Clement, Mayor



**Minutes**  
**Cornwall City Council**

Meeting #: 2020-28  
Date: Monday, November 9, 2020, 9:00 PM  
Location: Cornwall Civic Complex, 100 Water Street East, Cornwall,  
Ontario, K6H 6G4, Salon B, Lower Level  
Chair: Bernadette Clement, Mayor  
Prepared By: Debbie Caskenette, Deputy Clerk

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Attendance Committee Members: Bernadette Clement, Mayor, Claude E. McIntosh, Councillor, Elaine MacDonald, Councillor, Dean Hollingsworth, Councillor, Carilyne Hébert, Councillor, Maurice Dupelle, Councillor (electronically), Glen Grant, Councillor, Todd Bennett, Councillor, Justin Towndale, Councillor (electronically), Eric Bergeron, Councillor (electronically)

Regrets: Syd Gardiner, Councillor

Attendance Administration: Maureen Adams, CAO, Manon L. Levesque, City Clerk, Geoffrey Clarke, General Manager, Corporate Services, Bill de Wit, Acting General Manager, Infrastructure and Municipal Works, Tracey Bailey, General Manager, Financial Services, Mark Boileau, General Manager, Planning, Development and Recreation, Michael Fawthrop, Division Manager, Infrastructure

**1. Disclosures of Interest**

There were no Disclosures of Interest.

## **2. Committee of the Whole**

Moved By: Todd Bennett, Councillor

Seconded By: Carilyne Hébert, Councillor

Motion to go into the Committee of the Whole.

Motion Carried

### **In-Camera Session / Rise and Report from the Special In-Camera Meeting of Monday, November 9, 2020**

#### **Item #1 2020-403-Infrastructure and Municipal Works, Property Acquisition**

c) a proposed or pending acquisition or disposition of land by the municipality or local board

Action Taken: Council provided direction to Administration.

Moved By: Todd Bennett, Councillor

Seconded By: Elaine MacDonald, Councillor

Motion to adjourn the Special Meeting of Council of November 9, 2020 at 10:10 p.m.

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: 2020-369-Corporate Services  
Prepared By: Debbie Caskenette, Deputy Clerk  
Meeting Date: November 23, 2020  
Subject: Proclamation – Children's Christmas Fund Week

**Purpose**

To proclaim the week of December 13 to 19, 2020, as "Children's Christmas Fund Week" in the City of Cornwall and to allow its flag to be flown at 340 Pitt Street for the duration of that period.

**Recommendation**

That Council proclaim the week of December 13 to 19, 2020, as "Children's Christmas Fund Week" in the City of Cornwall and allow its flag to be flown at 340 Pitt Street for the duration of that period.

**Background / Discussion**

The Board of Directors of the Children's Christmas Fund is requesting that Council declare the week of December 13 to 19, 2020, as "Children's Christmas Fund Week" in the City of Cornwall and that its flag be flown at 340 Pitt Street for the duration of that period.

Document Title:	Proclamation - Children's Christmas Fund Week - 2020-369-Corporate Services.docx
Attachments:	- Proclamation - Children's Christmas Fund Week.pdf
Final Approval Date:	Nov 17, 2020

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

**Manon L. Levesque - Nov 16, 2020 - 4:14 PM**

**Geoffrey Clarke - Nov 17, 2020 - 9:57 AM**

**Maureen Adams - Nov 17, 2020 - 6:56 PM**



SERVICE CLUB COUNCIL  
P.O. BOX 2002  
CORNWALL, ON K6H 5V2  
CONSEIL DES CLUBS SOCIAUX



*Help us to Help Others • Aidez-nous à aider les autres*  
05 November 2020.

Her Worship  
Ms. Bernadette Clement,  
Mayor of the City of CORNWALL  
P.O. Box 877  
Cornwall, Ontario.

Dear Madam Mayor:

The Board of Directors of the **Children's Christmas Fund** request you and City Council declare the week starting Sunday December 13th **Children's Christmas Fund Week**, and that our flag be raised for that that period.

It has been over ninety (90) years; since a Service Club of the Cornwall helped the less fortunate of the City, at Christmas.

The Children's Christmas Fund is continuing to promote the "Spirit of Christmas" by helping to making Christmas Day, **for CHILDREN**, different from any other day.

Since then, it we estimated that the **Fund** and the **Citizens** of Cornwall have raised over \$1,200,000.00 and distributed food to over 30

The **Fund** with the help of The Salvation Army and Agape Centre are pleased to present **Community Christmas 2020**.

Last Christmas season we assisted 1,129 family units.

We are planning that **Community Christmas 2020** will help an anticipated 1,400 family units. We will be distribution food to these families on Friday and Saturday, December 18th and 19th, from the Cornwall Civic Complex.,

Because of Special Funding, all this year's donations will be used to purchase food, after Christmas for the agencies.

The Community Christmas 2020 committee wishes you, Mayor Bernadette Clement, City Council and its staff a Very Merry Christmas.

Sincerely yours,

Peter C. Morgan, Chairman.

Army, Navy & Air Force  
Veterans in Canada  
Unit 342 Inc.

Catholic Women's League

Cornwall Lions Club

Cornwall Optimist Club

Club Richelieu

Kinette Club of Cornwall

Kinsmen Club of Cornwall

Kiwanis Club of Cornwall

Knights of Columbus  
Councils 755,  
7229, 9929

Moose Lodge

Optimist Club of Lancaster

R.C.A.F. Assoc.- Wing 424

Rotary Club of Cornwall

Rotary Club of Cornwall  
Sunrise - Inc.

Royal Canadian Legion  
Branch 297

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

Department: Financial Services  
Division: Purchasing  
Report Number: 2020-349-Financial Services  
Prepared By: Diane Leduc, Senior Buyer  
Meeting Date: November 23, 2020  
Subject: Tender 20-T36 Tractor Mounted Backhoe and/or Tractor Mounted Hoe Ram complete with Operator for Various City Departments

**Purpose**

To obtain an hourly rate for tractor-mounted backhoe and tractor-mounted hoe ram complete with operator for all City departments for a one or two year period.

**Recommendation**

That Option B-Two Year of Tender 20-T36 be awarded on a roster basis from January 1, 2021 to December 31, 2022. Suppliers will be called in order beginning with the lowest hourly rate.

**Item 1 - Tractor Backhoe for Various Departments to:**

<b>Company</b>	<b>Hourly Rates Option B</b>	
	<b>Year One</b>	<b>Year Two</b>
1202832 Ontario Inc. (o/a Bob Buiting)	\$53.75	\$53.75
C&D Excavating Limited	\$54.48	\$54.98
Gaucher Excavation Limited	\$62.95	\$63.95
H. Moise Jr Trucking	\$80.00	\$80.00
Losey's Haulage Limited	\$90.00	\$92.00
2561678 Ontario Inc.(o/a Valade Backhoe Service)	\$95.00	\$95.00
TDM Construction	\$97.50	\$101.50



## Item 2 - Hoe Ram for Various Department to:

Company	Hourly Rates Option B	
	Year One	Year Two
1202832 Ontario Inc. (o/a Bob Buiting)	\$69.75	\$69.75
C&D Excavating Limited	\$73.48	\$74.48
Gaucher Excavation Limited	\$90.00	\$90.00
2561678 Ontario Inc.(o/a Valade Backhoe Service)	\$130.00	\$130.00
Losey's Haulage Limited	\$130.00	\$135.00

Rates shown are exclusive of applicable HST.

## Financial Implications

The individual departments will be contacting the Supplier on an "as required basis" and will be charging the services to their contracted service accounts.

## Strategic Priority Implications

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

## Background / Discussion

This tender called for Supplier(s) to provide a tractor-mounted backhoe and/or tractor-mounted hoe ram complete with qualified operator, to work in various sections within the City on an "as required" basis as indicated in the tender specifications from January 1, 2021 to December 31, 2022.

The following tenders were received and opened by Purchasing Services on November 10, 2020:

### 1202832 Ontario Inc. (o/a Bob Buiting), Cornwall, Ontario

#### Option A - One Year

Item No.	Description	Hourly Rate
1	Tractor Backhoe	No bid
2	Hoe Ram	No bid

#### Option B - Two Year

Item No.	Description	Hourly Rate Year 1	Hourly Rate Year 2
1	Tractor Backhoe	\$53.75	\$53.75
2	Hoe Ram	\$69.75	\$69.75



**C&D Excavating Limited, St. Andrews West, Ontario**

**Option A - One Year**

Item No.	Description	Hourly Rate
1	Tractor Backhoe	\$54.48
2	Hoe Ram	\$73.48

**Option B - Two Year**

Item No.	Description	Hourly Rate Year 1	Hourly Rate Year 2
1	Tractor Backhoe	\$54.48	\$54.98
2	Hoe Ram	\$73.48	\$74.48

**Gaucher Excavation Limited, Lancaster, Ontario**

**Option A - One Year**

Item No.	Description	Hourly Rate
1	Tractor Backhoe	No bid
2	Hoe Ram	No bid

**Option B - Two Year**

Item No.	Description	Hourly Rate Year 1	Hourly Rate Year 2
1	Tractor Backhoe	\$62.95	\$63.95
2	Hoe Ram	\$90.00	\$90.00

**H. Moise Jr Trucking, Cornwall, Ontario**

**Option A - One Year**

Item No.	Description	Hourly Rate
1	Tractor Backhoe	No bid
2	Hoe Ram	No bid

**Option B - Two Year**

Item No.	Description	Hourly Rate Year 1	Hourly Rate Year 2
1	Tractor Backhoe	\$80.00	\$80.00
2	Hoe Ram	No bid	No bid

**Losey's Haulage, Long Sault, Ontario**

**Option A - One Year**

Item No.	Description	Hourly Rate
1	Tractor Backhoe	\$90.00
2	Hoe Ram	\$125.00

**Option B - Two Year**

Item No.	Description	Hourly Rate Year 1	Hourly Rate Year 2
1	Tractor Backhoe	\$90.00	\$92.00
2	Hoe Ram	\$130.00	\$135.00

**TDM Construction, Iroquois, Ontario**

**Option A - One Year**

Item No.	Description	Hourly Rate
1	Tractor Backhoe	\$97.50
2	Hoe Ram	No bid

**Option B - Two Year**

Item No.	Description	Hourly Rate Year 1	Hourly Rate Year 2
1	Tractor Backhoe	\$97.50	\$101.50
2	Hoe Ram	No bid	No bid

**2561678 Ontario Inc.(o/a Valade Backhoe Service), Moose Creek, Ontario**

**Option A - One Year**

Item No.	Description	Hourly Rate
1	Tractor Backhoe	\$95.00
2	Hoe Ram	\$130.00

**Option B - Two Year**

Item No.	Description	Hourly Rate Year 1	Hourly Rate Year 2
1	Tractor Backhoe	\$95.00	\$95.00
2	Hoe Ram	\$130.00	\$130.00

## Report Approval Details

Document Title:	Tender 20-T36 Tractor Mounted Backhoe and Hoe Ram - 2020-349-Financial Services.docx
Attachments:	
Final Approval Date:	Nov 17, 2020

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

**Bill de Wit - Nov 17, 2020 - 9:13 AM**

**Tracey Bailey - Nov 17, 2020 - 5:29 PM**

**Maureen Adams - Nov 17, 2020 - 7:54 PM**

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

Department: Infrastructure and Municipal Works  
Division: Environment  
Report Number: 2020-404-Infrastructure and Municipal Works  
Prepared By: Carl Goodwin, Division Manager  
Meeting Date: November 23, 2020  
Subject: Energy Conservation and Demand Management Update 2020

**Purpose**

To provide Council on an update to the 2019-2023 Energy Conservation and Demand Management plan.

**Recommendation**

That Council receive Report 2020-404-Infrastructure and Municipal Works.

**Financial Implications**

There are no financial implications at this time.

**Strategic Priority Implications**

Being leaders in sustainability and climate change impact.



Energy Conservation and Demand  
Management Plan (2019 – 2023)  
Annual Update  
November 2020 Report



## 1. Overview

This report provides an update on the progress made during the Nov 2019 – Nov 2020 period and highlights the future steps to conserve energy. Energy consumption data obtained from the Ministry of Energy's 2017 Energy consumption is included in Appendix A.

Energy consumption in the City owned buildings saw a small increase during this reporting period. Although, the goal for the first year of the five-year plan was to develop reporting strategies, methods, and knowledge of energy reduction strategies. Some pilot projects are already underway to provide measurement of energy consumption. These projects will provide a dashboard and monitor effectiveness of energy reduction projects as the plan moves to the energy reduction phase of the plan.

## 2. Broad Picture

The City of Cornwall is working as a team with the aim to reduce the overall energy consumption and to create a continual improvement strategy with a target of 10% energy reduction every year. The 2019 – 2023 plan vision is to place energy conservation within a strategic long-term planning process. That planning process is asset management. As such, the Energy Conservation Lead for the Energy Conservation Task

Force is the Asset Management Planner for the Environmental Services division. The Asset Management Planner in addition, will be co-ordinating the update of the buildings condition



assessments, which grows strategic functionality of the Energy Conservation Lead.

### 3. Energy Consumption Data at City of Cornwall's facilities

Energy consumption reporting for major municipal facilities has been a provincial regulation since 2011. This data is reported to the province annually although it is reported for the prior complete year. Figure 1 shows the annual consumption of electricity and natural gas starting from 2011 to 2019 at different facilities of City of Cornwall. The data for 2018 was reported earlier this year. As part of the 2019-2023 plan this annual report includes the most recent available data.

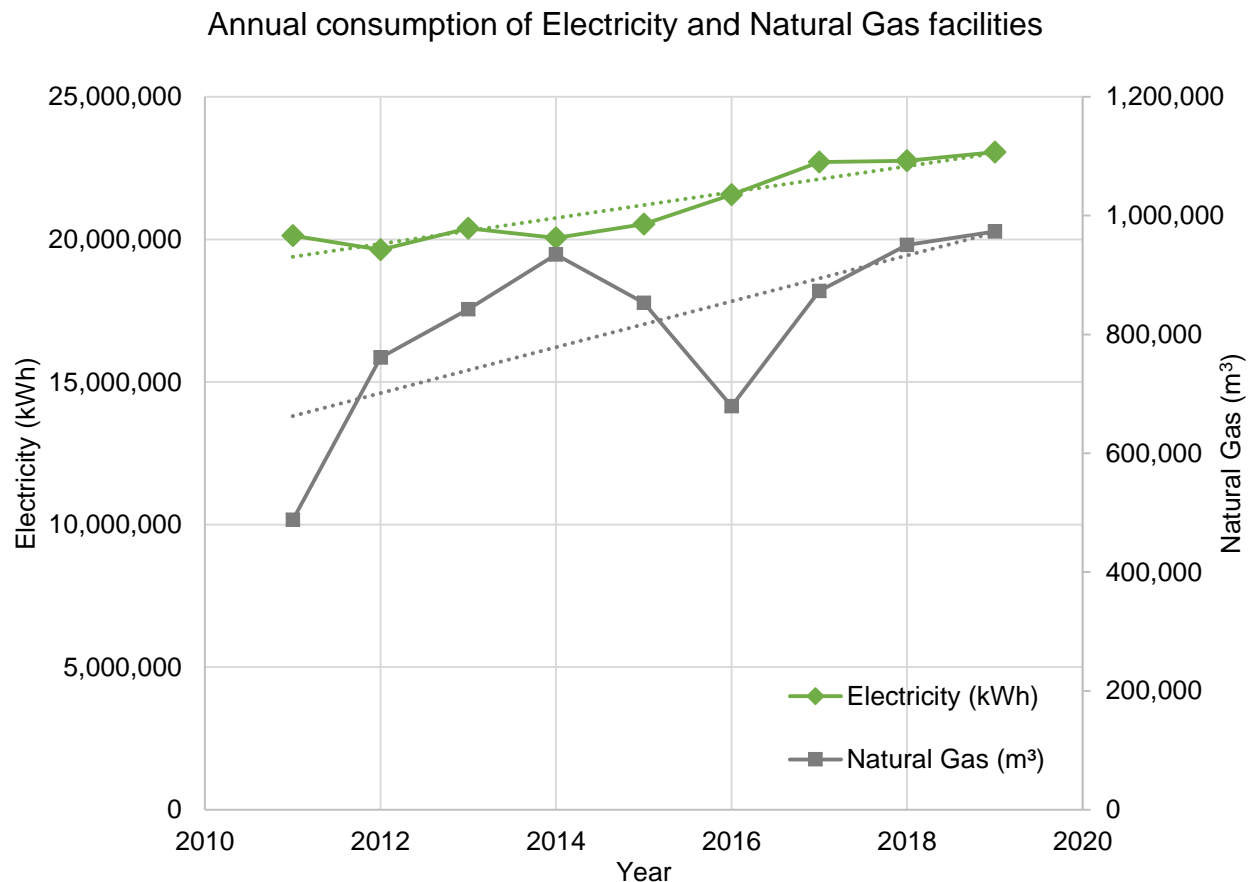


Figure 1: Annual consumption of Electricity and Natural Gas at various facilities of City of Cornwall



In 2019, the buildings energy consumption continued the increasing trend previously shown in the 2019 – 2023 Energy Conservation and Demand Management (ECDM) plan. An analysis of this trend has not yet been completed. The strategy as presented below will determine the contribution of the energy increase to the life cycle age of the components of the buildings as energy consumption is integrated into the decision making for equipment purchase and rehabilitation. This will become a fundamental calculation for the asset management planning.

#### 4. Green House Gas (GHG) emissions

In accordance with the 2019-2023 ECDM plan, Figure 2 below updates the facilities GHG emissions 2011 to 2019.

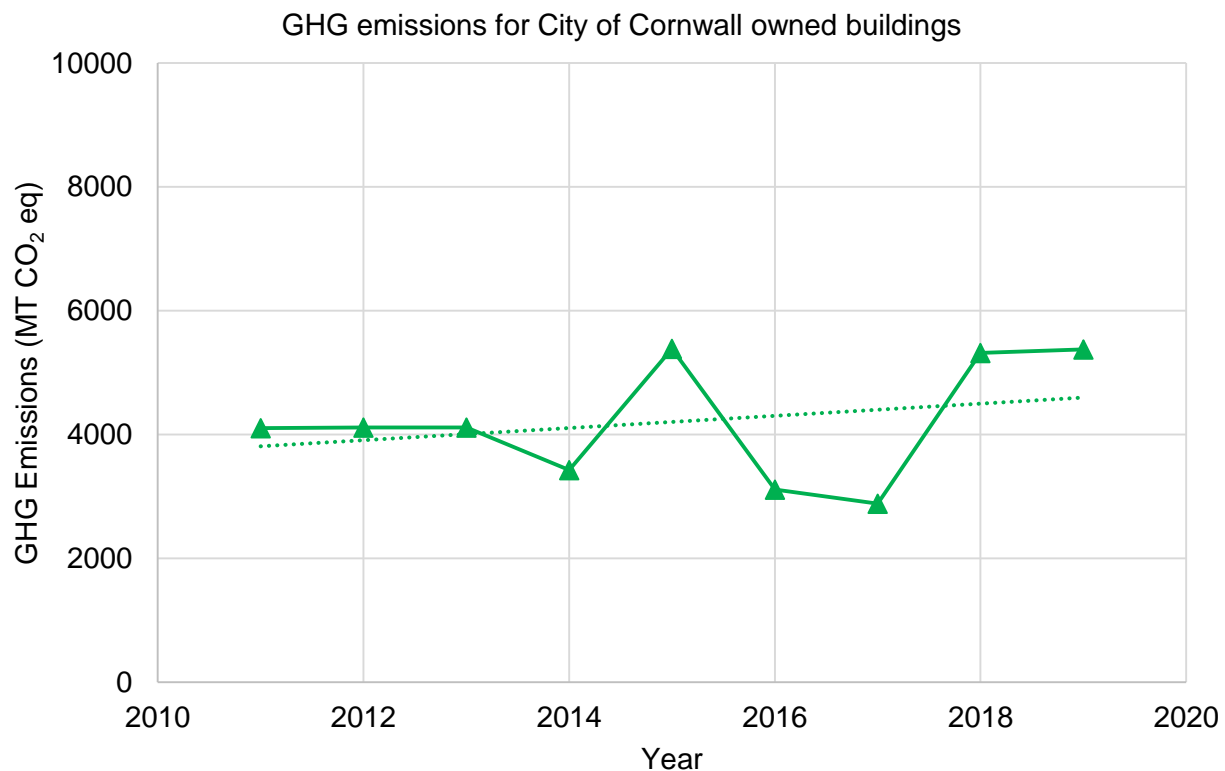


Figure 2: GHG emission for City of Cornwall owned facilities from 2011 - 2019

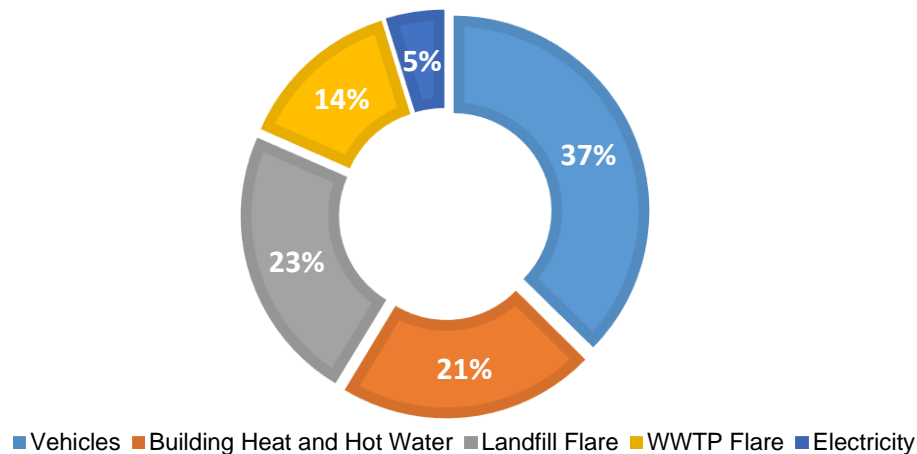


Figure 3: Relative contributions of GHG emissions for various energy consumption locations

As a group, vehicles contribute the largest source of GHG emissions (Figure 3). The Landfill Flare is the largest single source of GHG emissions. The next largest source of GHG is contributed by corporate buildings as a group. The reduction of GHG contributed by groups of contributing assets such as vehicles and buildings can be a challenge to create energy reductions as they involve multiple projects and often the multiple projects are planned separately over years. (Note: fuel usage is showing a decrease in 2020 due to the exceptional circumstances).

In 2020, an electric car and a hybrid car were added to fleet of vehicles as shown in Figure 4. The energy consumption and operating and maintenance costs for these two vehicles are being monitored. The vehicles were introduced on routes and jobs with maximum utilization. The overall life cycle cost of these vehicles will be used for decision making for switching other conventional vehicles to electric or hybrid vehicles.



Figure 4: City of Cornwall's electric and hybrid vehicles

## 4.1 ECDM 2020 Focus

### 4.1.1 Energy Information

The electrical and natural gas consumption for the City owned facilities has been gathered from the Accounting Department into a single excel file within a shared folder for access by the Task Force. Trend analysis and charts of the energy data (electricity and natural gas) have been created to present a historical picture of the energy consumption with seasonal trends. The goal of this project is to have the excel sheets linked to the accounting sheets in read only mode and shared with the Task Force.

A pilot project is in process to provide real time energy data. This pilot will install two electricity consumption meters and will be installed at the Water Purification Plant. The pilot will be used to better understand the installation of the meters, the quality of the data and the ability to get data to a cloud based reporting website. The pilot has two main goals. One is to evaluate the effectiveness of the data for decision making and second to be better able to determine the specifics of any project to expand real time energy reporting throughout the City owned facilities. A secure internet connection will upload the data to a website. The data

will be available to track electrical energy usage at 5 minutes intervals and will allow dashboards to present energy usage. As shown in Figure 1, it will be important to monitor the data in real time if the increasing trend is to be reversed as the plan moves to the continual improvement 10% reduction phase of the plan.

The pilot project results will be used to provide the specifications and project management details for a capital project to be presented to Council for the purchase of energy meters including reporting software. The meters will be installed in City Facilities where energy reduction projects are planned. The estimated budget for the project is \$100,000. The City will be applying for funding available from National Research Council to match 50% of available funding up to maximum of \$40,000.

## 5. Additional Items presented in ECDM - Current Status

A co-digestion feasibility study is underway at the Waste Water Treatment Plant with the next steps report due in early January 2021. Results to date are promising with a number of potential partners expressing interest. The overview of this project was presented to Council in September of this year.

The Procurement Policy includes Environmentally Responsible (Green) Procurement.

The City has included Leadership in Energy and Environmental design (LEED) certification as part of Requests for Proposal (RFP) terms of reference associated with the design of three new buildings (Fire Hall, Municipal Works Administration Building, Municipal Works Multi-use Building).

Demand Management (water meter) report was presented to Council Fall 2019. Council recommended proceeding to a Water Servicing and Conservation Master Plan which will include water conservation measurements. Water conservation



could potentially reduce municipal water consumption by 7 million liters over the next 10 years.

The City of Cornwall has joined the Canadian Urban transit Research and Innovation Consortium (CUTRIC). This consortium is providing insights and assistance with the concept of creating a green mobility hub for the biogas and/or green hydrogen at the WWTP as part of the Co Digestion study. Pairing biogas and/or green hydrogen with a mobility solution creates a significant GHG reduction, although more importantly brings greater financial resources to the Co Digestion project.

**Accessibility Impact**

None

Document Title:	Energy Conservation Demand Management 2020 Update Report.docx
Attachments:	- Appendix A - ECDMP report 2020.pdf
Final Approval Date:	Nov 17, 2020

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

**Bill de Wit - Nov 17, 2020 - 5:52 PM**

**Maureen Adams - Nov 17, 2020 - 8:02 PM**

## Appendix A: Energy Data

Facility Description	Electricity (kWh)								
	2011	2012	2013	2014	2015	2016	2017	2018	2019
Benson Centre	2,236,176	2,846,361	2,891,351	2,922,480	2,894,122	337,947	325,800	333,366	363,773
Benson Centre	248,464	283,060	321,261	324,720	321,569	3,041,523	2,932,200	3,000,293	3,273,959
Boundary Road Reservoir	281,137	219,424	314,417	267,600	214,119	237,005	252,240	254,887	244,565
Boys and Girls Club	23,161	10,494	24,047	23,322	22,571	16,937	17,222	17,609	17,284
Champs Boxing Club	4,569	25,897	33,068	37,340	9,797	7,410	27,210	35,126	36,506
City Hall	338,777	309,171	291,505	292,763	257,744	246,956	240,600	258,861	257,821
Cornwall Band Shell	10,641	22,516	32,933	33,285	34,251	26,403	37,902	43,680	47,127
Cornwall Civic Complex - Aquatic Centre	883,496	1,149,165	1,342,053	1,340,544	1,293,781	803,689	1,434,998	1,511,481	1,345,664
Cornwall Civic Complex - Arena	3,352,547	2,907,112	2,829,227	2,826,045	2,707,007	3,557,994	3,025,168	3,186,404	2,836,839
Cornwall Civic Complex - Finance	425,734	346,096	377,242	376,818	363,673	395,345	403,368	424,867	378,257
Cornwall Civic Complex - Salons	106,423	173,031	188,603	188,391	181,819	197,654	201,665	212,414	189,111
Elevated Storage Tank	72,360	63,895	66,683	72,175	58,596	62,240	67,224	68,220	68,813
Emergency Medical Services (EMS) Station	274,140	295,623	311,849	325,800	333,000	503,032	324,000	327,983	327,276
Fire Station #1	178,860	177,957	184,493	199,860	181,137	182,275	194,820	205,959	192,383
Fire Station #2	162,388	140,392	147,586	138,809	133,114	131,258	116,611	122,012	124,297
Guindon Park - Maintenance Workshop	34,993	36,298	28,848	42,979	22,429	28,999	29,678	29,678	28,602
Justice Building - Police Station	24,614	1,101,885	1,096,183	1,000,272	1,053,922	197,256	987,023	963,005	1,057,076
Justice Building - Social Services	1,061,012	259,972	268,098	343,528	267,590	67,745	338,977	330,729	257,074
Optimist Park Garage	364,388	126,879	126,385	124,581	140,469	129,875	122,149	142,419	119,857
Police Sub-Station	25,800	36,298	40,417	42,377	26,213	25,724	36,670	36,267	34,423
Public Library	803,520	813,071	818,046	770,952	734,223	768,021	772,688	771,988	764,733
Public Works - Administration Building	201,015	196,126	213,335	223,526	206,369	207,104	213,415	227,628	230,448
Public Works - Carpenter Shop	41,265	34,510	37,539	39,332	36,313	36,442	37,553	40,054	276,000
Public Works - Municipal Works Garage	168,960	121,426	128,379	132,102	138,308	214,450	152,781	131,814	144,560
Public Works - Purchasing	1,897	1,883	2,229	2,526	2,436	1,703	3,289	4,296	4,560
Public Works - Road Shop	24,243	21,966	23,224	23,898	25,020	15,365	18,426	15,897	14,724
Public Works - Stores	26,163	25,980	30,750	34,854	33,602	23,500	45,371	59,265	65,591
Public Works - Traffic Shop	6,662	3,669	3,991	4,182	3,861	4,222	5,063	4,369	26,220

Public Works - Water & Sewer Shop	46,920	37,453	44,789	44,789	48,009	127,405	3,993	4,259	0
Sewage Pumping Station - 11th Street	20,101	865	1,609	248	28,304	32,800	33,329	29,329	33,478
Sewage Pumping Station - Harbour Road	6,662	5,560	3,988	5,552	5,867	10,015	11,875	10,875	11,820
Sewage Pumping Station - James Street	9,763	8,893	10,378	12,150	10,802	12,795	13,325	11,325	11,789
Sewage Pumping Station - Pitt Street	2,435	2,555	3,222	3,056	2,836	3,333	3,957	2,957	3,085
Sewage Pumping Station - Saunders Drive	9,198	9,156	12,317	17,242	26,872	23,249	251,119	25,119	26,016
Transit Station - Administration	19,658	18,965	18,869	18,335	16,800	17,283	1,800	17,437	16,156
Transit Station - Garage	340,582	328,570	326,913	317,665	291,070	299,439	301,110	302,101	236,942
Waste Water Treatment Plant - Pumping Station	1,444,229	1,322,924	1,445,889	2,352,000	3,663,935	1,509,900	1,749,600	1,614,192	1,927,203
Waste Water Treatment Plant	3,151,500	2,365,379	2,733,313	1,481,700	1,249,939	4,326,675	4,402,260	4,287,658	4,420,189
Water Purification Plant - Zebra Mussel Facility	40,028	45,959	46,655	3,551,760	3,394,642	56,012	64,996	64,855	65,199
Water Purification Plant	3,655,440	3,701,742	3,523,888	53,058	55,812	3,636,972	3,474,000	3,581,843	3,532,563
Wood House Museum	4,028	38,670	41,899	43,255	43,774	44,233	42,166	41,976	45,435
<b>Total</b>	<b>20,133,949</b>	<b>19,636,850</b>	<b>20,387,474</b>	<b>20,055,871</b>	<b>20,535,716</b>	<b>21,568,185</b>	<b>22,717,640</b>	<b>22,754,495</b>	<b>23,057,418</b>



	Gas (m³)								
Facility Description	2011	2012	2013	2014	2015	2016	2017	2018	2019
Benson Centre		239,228	265,437	253,652	27,820	23,953	29,741	32,878	35,543
Benson Centre		3,885	29,493	28,184	250,383	215,575	267,667	295,905	319,884
Boundary Road Reservoir	11,197	9,371	11,768	12,947	14,071	10,549	12,253	14,075	12,031
Boys and Girls Club									
Champs Boxing Club									
City Hall									
Cornwall Band Shell									
Cornwall Civic Complex - Aquatic Centre	15,247	22,124	21,403	21,375	19,644	11,763	27,105	33,079	81,249
Cornwall Civic Complex - Arena	57,858	55,969	45,121	45,061	41,412	24,795	57,141	69,736	
Cornwall Civic Complex - Finance	7,347	6,663	6,016	6,008	5,522	3,306	7,619	9,298	
Cornwall Civic Complex - Salons	1,837	3,331	3,008	3,004	2,761	1,653	3,809	4,649	
Elevated Storage Tank									
Emergency Medical Services (EMS) Station		78,265	77,572	61,621	65,274	54,146	49,460	46,714	47,078
Fire Station #1	17,915	22,210	25,964	25,696	26,578	17,794	22,339	25,526	29,193
Fire Station #2	41,579	28,159	15,877	15,305	19,000	26,266	25,130	24,216	29,628
Guindon Park - Maintenance Workshop									
Justice Building - Police Station	2,920	17,710	12,067	139,665	15,476	12,466	14,866	4,991	3,531
Justice Building - Social Services	1,003	6,915	4,808	4,796	5,315	4,281	5,105	1,714	1,653
Optimist Park Garage	9,188	8,374	9,858	11,118	9,187	8,231	10,926	11,629	11,903
Police Sub-Station	1,104	1,415	1,165	1,551	1,964	1,340	2,127	2,283	2,434
Public Library									
Public Works - Administration Building	5,733	3,643	4,209	4,485	3,216	3,943	4,063	4,702	83,091
Public Works - Carpenter Shop	884	592	684	729	522	640	660	764	
Public Works - Municipal Works Garage	22,379	27,160	36,197	40,703	35,777	14,828	23,133	37,876	
Public Works - Purchasing	385	441	438	459	492	422	710	480	

Public Works - Road Shop	5,314	4,116	7,264	8,563	6,637	6,259	7,699	3,969	
Public Works - Stores	3,439	6,084	6,039	6,339	6,789	5,817	9,793	6,623	
Public Works - Traffic Shop	3,440	3,989	5,149	6,175	4,988	4,443	4,745	5,264	
Public Works - Water & Sewer Shop	11,581	11,749	12,972	12,428	10,422	12,089	11,171	13,514	
Sewage Pumping Station - 11th Street									
Sewage Pumping Station - Harbour Road									
Sewage Pumping Station - James Street									
Sewage Pumping Station - Pitt Street									
Sewage Pumping Station - Saunders Drive									
Transit Station - Administration	4,481	4,064	3,792	4,614	5,937	4,495	4,518	4,503	4,573
Transit Station - Garage	77,641	70,404	65,705	79,935	102,857	77,880	78,284	78,016	75,618
Waste Water Treatment Plant - Pumping Station	7,958	6,095	7,346	5,450	5,187	8,024	8,740	9,096	8,171
Waste Water Treatment Plant	51,375	31,227	44,977	19,889	48,711	33,345	56,808	80,697	86,277
Water Purification Plant - Zebra Mussel Facility									
Water Purification Plant	125,988	87,694	117,696	114,688	117,113	90,455	127,114	128,086	141,472
Wood House Museum		47	158	158	158	212	210	212	235
<b>Total</b>	<b>487,793</b>	<b>760,924</b>	<b>842,183</b>	<b>934,598</b>	<b>853,213</b>	<b>678,970</b>	<b>872,936</b>	<b>950,495</b>	<b>973,564</b>

- The values shown in red font are estimated using the extrapolation based on the data from the previous years since 2011. The total energy consumption calculated based on these estimated values follow the pattern of the overall energy consumption for all the facilities.

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

Department: Corporate Services  
Division: Clerk's Division  
Report Number: 2020-367-Corporate Services  
Prepared By: Manon L. Levesque, City Clerk  
Meeting Date: November 23, 2020  
Subject: Municipal Naming Policy

**Purpose**

To implement a new Naming Policy for municipal assets.

**Recommendation**

That Council approve:

- a. the Municipal Naming Policy as presented
- b. the conversion of the former Parks, Facilities and Street Naming Policy Committee to the Municipal Naming Working Group
- c. the establishment of the Municipal Naming Working Group with the current Members of Council and of Administration

**Financial Implications**

There are no financial implications associated with implementing this new Naming Policy.

**Background / Discussion**

On September 9, 2019, Council directed the current Municipal Naming Committee to review the Parks, Facilities and Street Naming Policy and bring back a report on how to handle requests on renaming civic facilities.

The Municipal Naming Working Group is comprised of:

Councillor Claude McIntosh

Councillor Glen Grant

Councillor Elaine MacDonald

Geoff Clarke, General Manager, Corporate Services

Manon L. Levesque, City Clerk

Mark A. Boileau, General Manager, Planning, Development and Recreation

James Fawthrop, Manager, Recreation and Facilities

Mike Fawthrop, Division Manager, Infrastructure

The Naming Policy Working Group met to review similar policies from other municipalities and agreed to various matters and themes throughout a new Municipal Naming Policy.

The Municipal Naming Working Group met again to review the draft Municipal Naming Policy and agreed on changes to the draft. The Working Group is recommending that the draft Policy be approved as presented.

# Municipal Naming Policy

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Department: Corporate Services - Clerk's Division

Effective Date:

Council Approval:

## 1. Policy Statement

The City of Cornwall is committed to providing a fair, consistent and efficient process while respecting the important need for public consultation and legislative approvals with respect to naming, renaming or dedication of Municipal assets such as new streets that are not part of a new subdivision, parks and facilities, as well as the major elements of such municipal assets. On occasion, Cornwall City Council may wish to acknowledge the activities and significant contributions of a person, persons, or family, to the community through the naming of a municipal asset.

## 2. Definitions

For the purpose of this Policy, the following definitions shall apply:

### Commemorative

"Commemorative" shall refer to the official naming of a municipal park or facility after a person, persons, or family name.

### Elements

"Elements" means components of a facility or park, including but not limited to trails, pools, arenas, parking garages, courtyards, gardens, lawns, recreation fields, halls, galleries, lounges, lobbies and meeting rooms.

### Memorials

"Memorials" means a discreet memorial such as a tree or a bench in a park or public space, dedicated to a person or group which may include a plaque that does not include flowers, floral arrangements, images, signs, tokens, tributes, religious offerings, ashes, etc.

#### Municipal asset

“Municipal asset” refers to new streets that are not part of a new subdivision, municipally owned parks and facilities as well as the major elements of such municipal assets including major elements thereof.

#### Municipal Facility

“Municipal facility” refers to City-owned buildings and their major elements including but not limited to pools, arenas, parking garages, plazas, courtyards, halls, galleries, lounges, lobbies and meeting rooms.

#### Municipal Names Registry

“Municipal Names Registry” is a central repository of all approved names for parks and facilities including names submitted that qualify, but may not be chosen by the Municipal Naming Working Group for a particular asset, but that could be considered for future assets. It shall also include records related to the history of the names selected for assets, when previously recorded for use.

#### Naming Rights

“Naming Rights” refers to the granting by the owner of the right to name a piece of property or portions of a property, typically in exchange for financial consideration.

#### Parks

“Parks” shall include parkland, open spaces, valley lands, environmentally protected areas; references to parks shall include major elements including but not limited to trails, gardens, lawns, recreation fields, courtyards, plazas.

#### Sponsorship

“Sponsorship” means a marketing-oriented, contracted arrangement that involves the payment of a fee or payment in-kind by a company in return for the right to a public association with an activity, item, person or property for mutual commercial benefit. Sponsorships may be in the form of financial assistance, non- cash goods or a contribution of skills or resources.

### 3. Purpose / Application

This policy establishes the processes and criteria for naming, renaming or dedicating municipal assets such as new streets that are not part of a new subdivision, parks and facilities as well as the major elements of such municipal assets, including the methods by which the public may provide suggestions and comments. This policy does apply to the naming of streets that are part of a new subdivision.

The main objectives of this policy are:

- a. Naming municipal assets such as new streets that are not part of a new subdivision, parks and facilities as well as the major elements of such municipal assets after significant geographical, neighbourhood and historical elements.
- b. To recognize, on an exceptional basis, significant contributions that organizations or individuals have made to public life and the well-being of the people of Cornwall.
- c. To provide direction on how to apply for approval to name, re-name or dedicate a municipal asset.
- d. To ensure the application of a defined consultation process to encourage community participation.
- e. To ensure a clear, efficient, and timely naming process.
- f. To ensure the application of key criteria to determine the validity of a commemorative name.
- g. To ensure the compilation of a comprehensive Names Registry to act as one central repository for all approved names for municipal assets such as new streets that are not part of a new subdivision, parks and facilities as well as the major elements of such municipal assets.
- h. To ensure a proper approval process and the importance of the role of the Municipal Naming Working Group and Council approval are acknowledged.
- i. To provide for the Municipal Naming Working Group that is responsible for developing recommendations with respect to naming of specific municipal assets for Council's consideration.

The policy applies to all City employees and persons acting on behalf of the City, as well as members of Council and the public with respect to naming of municipal assets.

The policy is not intended to address:

- a. Individual memorial dedications such as commemorative benches, trees, or plaques
- b. Naming rights and sponsorship opportunities
- c. The naming of streets that are part of a new subdivision

- d. The naming of core facilities (City Hall, fire halls, police stations, public library, etc.)
- e. The naming of City-owned facilities leased to commercial tenants

## 4. Specific Policy Requirements

### 4.1 General Provisions

The naming, renaming and dedication of Municipal assets shall be the responsibility of the Council of The Corporation of the City of Cornwall. Council may, at any time, direct that a specific name be used for a specific facility or park or element thereof.

The intent of naming is for permanent recognition. The renaming of municipal assets such as new streets that are not part of a new subdivision, parks and facilities as well as the major elements of such municipal assets is strongly discouraged as it significantly impacts numerous individuals, City Departments, and the community.

### 4.2 Naming Principles

When a Municipal asset is named, renamed, or dedicated, the following principles shall be applied:

- a. Names shall be unique; name duplication and similar sounding or spelled names shall be avoided.
- b. Names should give a sense of place, continuity, belonging and celebrate the distinguishing characteristics and uniqueness of Cornwall.
- c. Names should maintain a long-standing local area identification with the residents of Cornwall.
- d. Names should promote pride in the City of Cornwall, acknowledge local heritage, history, and recognize unique features and geography such as names that relate to local history, places, and events, native wildlife, flora, fauna and natural features or unique characteristics of a neighbourhood or area.
- e. The rationale associated with the use of a particular name shall be understandable to the majority of Cornwall residents.
- f. Names shall not be discriminatory, derogatory, or political in nature; names conveying a secondary negative or offensive connotation, any sexual overtones, inappropriate humour, slang or double meanings shall be avoided.



- g. Names with hyphens, apostrophes or dashes shall be discouraged but may be considered on an individual basis.
- h. Names may, on an exceptional basis, honour the significant contributions of an individual or family.
- i. Names may recognize the contributions of organizations such as a partnership with or without financial contributions.
- j. The cost associated with a naming or renaming (including but not limited to signage, ceremonial costs, legal costs, etc.) will be the responsibility of:
  - the City when the naming or re-naming has been initiated by the City
  - the Corporate entity when the naming or re-naming has been initiated by a Corporate entity
  - the person or family when the naming or re-naming has been initiated by a person or family
- k. The City of Cornwall makes all final decisions concerning what is placed or occurs on City property and in its buildings.
- l. Naming in honour of elected or appointed public officials, City administrative officials or staff shall be discouraged.
- m. Municipal assets are not intended to provide the facilities and function of memorial purposes normally found at cemeteries.
- n. Council shall retain the right not to name certain facilities of broad community importance such as, but not limited to, City Hall, fire halls, police stations and public libraries.

#### 4.3 Prioritization

Priority shall be given to naming, re-naming, or dedicating Municipal assets after:

- a. the area or street in which the property or building is located to provide a geographical association to help the public to locate a park, bridge or building more easily
- b. the most dominant constant feature either within or nearby the selected site such as an associated significant ecological or natural resource feature
- c. an historical name related to Cornwall's heritage and historical folklore
- d. an event or person of international, national, or provincial significance
- e. an organization or individual (with the exception of public officials or City staff) to recognize:

- activities and significant contributions to the community
- outstanding contributions or sponsorships made toward the development or enhancement of a property or building

#### 4.4 Specific Criteria for Commemorative Naming

Where the commemorative naming of a Municipal asset is being requested, at least one of the following criteria shall apply:

- a. The nominated individual shall have demonstrated excellence, courage, or exceptional service to the citizens of the City of Cornwall, the Province of Ontario and/or Canada, including veterans of military conflicts.
- b. The nominated individual shall have an extraordinary community service record.
- c. The nominated individual shall have worked to foster equality and reduce discrimination.
- d. A direct relationship or association that existed between the place of residence of or community efforts undertaken by the individual and the property, building or element to be named.
- e. An individual may be recognized for a significant financial contribution to an asset, where that contribution significantly benefits the community that the asset serves.
- f. The nominated name has historical significance.

#### 4.5 Character

When naming an asset after a person who has made significant contributions to public life and the well-being of the people of Cornwall, character shall be evaluated on the individual's stable moral qualities based on the following virtues:

##### Humility

People with humility are open minded. They solicit and consider the views others. They learn from others. They can reflect critically on their failures, and, as such, they become better leaders.

##### Integrity

People with integrity can build good relationship with their collaborators, with their superiors, or with their allies or partners.

### Collaboration

People who collaborate achieve the worthwhile goals that require more than individual effort and skills. They use the diversity of knowledge, experience, perceptions, judgements, and skills available through collaboration to make better decisions and to better execute decisions. When people respect the views of others, they build good relationships with others.

### Justice

People with a sense of justice are able to understand the issues of social inequality and the challenges associated with being fair or evenhanded. When leaders act fairly, they empower employees, collaborators, customers, governments, and regulators react positively.

### Courage

People with courage stand up to the poor decisions made by others. Having courage also means perseverance and tenacity required to work through difficult issues.

### Temperance

People with temperance do not take uncalculated risks, rush to judgement, fail to gather relevant facts, and have a sense of proportion. They do not change their minds and alter their decisions.

### Accountability

People who are accountable commit to, or own, the decisions they make and can secure the commitment of others. They demonstrate initiative. They take responsibility for poor outcomes and do not blame others.

### Humanity

People who show humanity are able to relate to people, to see situations from the perspectives of other people or to take account the impact of their decisions on others. With humility, a person will act in socially responsible ways.

### Transcendence

With transcendence, the goals of a person are broad. These people see the bigger picture. They do not get overwhelmed with petty rivalries, personal feelings, and past failures.

### Drive

With drive and the passion, dynamism, and vigour associated with drive, a person exerts the mental and physical effort it takes to become successful, to motivate others to excel and to create value in others.

### Judgment

With judgement, the overriding virtue, people make good decisions, even when they need to move quickly in ambiguous situations and when they are faced with the many paradoxes that confront all leaders from time to time.

Where the name of an individual or organization is so used, approval shall be obtained from the individual (their family) or the organization for such naming.

### 4.6 Single Use

A commemorative name should only be used once.

### 4.7 No Memorials

This policy is not open to commemorate an individual's death which may include flowers, floral arrangements, images, signs, tokens, religious offerings, etc. These applications will be directed to the Commemorative Tree Program.

### 4.8 Municipal Names Registry

All approved names from the Municipal Names Registry for use associated with municipal assets will be listed publicly on the City's website: Cornwall.ca.

## 5. Procedures

Naming municipally owned assets such as parks and facilities as well as the major elements of such municipal assets, including major elements thereof shall follow the following procedures.

- a. All requests for naming a municipal asset are to be submitted in writing by completing the Naming Application Form available as Appendix "A" to this Policy, and all supporting documentation as follows:
  - Background information concerning the rationale for consideration of the request.
  - Biographical information if the proposed name is based on an individual or organization.
  - Documentation, including letters from organizations, sponsors and individuals providing substantial support for the request.
  - Written endorsement from the closest relative or next of kin if the proposed name is based on an individual who is deceased unless the individual is a national or international figure.

- In the case of a name change, the application should also include a signed endorsement from not less than seventy five percent (75%) of property owners (one per landowner), representing a clear majority of stakeholders identifying the name, address and signatures of the persons who own property that front on or is adjacent to the subject street.
- b. The City Clerk will review all names submitted for conformity with the criteria.
- c. If all requirements have been met, the City Clerk will circulate the name submitted to City Departments for comment.
- d. If all requirements have been met, the City Clerk will coordinate a meeting with the Municipal Naming Working Group.
- e. The Municipal Naming Working Group will review names submitted for conformity with the criteria and consider comments received from City Departments.
- f. If the Municipal Naming Working Group determines that the application has met the requirements of the Policy at this stage of the process, the City Clerk will facilitate notice and public consultation with respect to the proposed name.
- g. The City Clerk will then coordinate a meeting with the Municipal Naming Working Group to review comments from external stakeholders and the public with respect to the proposed name.
- h. The Municipal Naming Working Group will rate the application based on the naming principles, prioritization and specific criteria giving special consideration to character when the request is to name a municipal asset after a person.
- i. The Municipal Naming Working Group will provide its recommendations with respect to the proposed naming of municipal assets.
- j. If the Municipal Naming Working Group determines that the application has not met the requirements of this Policy, the City Clerk will advise the applicant and the process will be considered to have been completed.
- k. If the Municipal Naming Working Group determines that the application has met the requirements of this Policy, the City Clerk will prepare reports for Council's consideration with respect to the proposed naming of municipal assets.

- l. All discussions of commemorative naming of parks, facilities or assets will be considered initially at a closed Meeting of Council for the purpose of discussing any personal information and gaining approval, in principle, of the majority of Council. Final decisions will be made by Council at an open Meeting of Council.
- m. The City Clerk will advise applicants of any Council decisions with respect to a proposed name.
- n. The City Clerk will maintain the Municipal Names Registry in conjunction with the Planning Division and Héritage-Patrimoine Cornwall.

### 5.1 Public Consultation

Public notice and public consultation shall be undertaken in accordance with the size and scope of the Municipal asset being named, and in consultation with the Municipal Naming Working Group. The public consultation period shall last a minimum of 30 calendar days.

Written submissions received during the public consultation phase must be verifiable.

- a. A submission must include the name of the person or persons making it, their address and telephone number (email address is optional).
- b. A submission may be submitted by affected citizens who currently reside in the City of Cornwall and who are at least 18 years of age.
- c. Submissions must be legible, typewritten or printed in ink (no pencil).
- d. Submissions must be appropriate and respectful in tone and must not contain any improper or offensive language or information.
- e. Submissions will be considered a public document and that information contained in it may be subject to the scrutiny of the City and other members of the general public.

### 5.2 Renaming

The names of municipal assets named commemoratively should not be changed unless it is found that the individual's personal character is or was such that the continued use of their name for an asset would not be in the best interest of the community.

Should a municipal asset be renamed, the process shall be identical to the naming process.

### 5.3 Exception

In keeping with its powers set out in the Municipal Act, 2001, Council may assign a commemorative name by resolution, notwithstanding the provisions included in the Municipal Naming Policy.

### 5.4 Limitations

The policy is not intended to address:

- a. Individual memorial dedications such as commemorative benches, trees or plaques
- b. Naming rights / Sponsorship opportunities (addressed under a separate policy)
- c. The naming of city owned facilities leased to commercial tenants
- d. The naming of Core facilities (City Hall, fire halls, police stations and public libraries)

### 5.5 Municipal Naming Working Group

The Municipal Naming Working Group shall include the following representatives:

- General Manager, Corporate Services
- City Clerk
- General Manager and/or Division Manager, Infrastructure and Municipal Works
- General Manager and/or Division Manager, Department of Planning, Development and Recreation
- Three Councillors

# Municipal Naming Application

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## 1. Nominator's Information

Name (Individual or Organization)

Mailing Address

Telephone Number

Email Address

## 2. Information Concerning the Proposed Name

Proposed Name

If the name suggested relates to the commemoration of an individual who is alive, please provide the individual's contact information in the section below.



Name

Mailing Address

Telephone Number

Email Address

### 3. Municipal Asset

Which municipal asset do you wish the name to be used for?

### 4. Application Criteria (select all applicable criteria and virtues)

- ☐ The nominated individual shall have demonstrated excellence, courage, or exceptional service to the citizens of the City of Cornwall, the Province of Ontario and/or Canada, including veterans of military conflicts.
- ☐ The nominated individual shall have an extraordinary community service record.
- ☐ The nominated individual shall have worked to foster equality and reduce discrimination.

- A direct relationship or association that existed between the place of residence of or community efforts undertaken by the individual and the property, building or element to be named.
- An individual may be recognized for a significant financial contribution to an asset, where that contribution significantly benefits the community that the asset serves.
- The nominated name has historical significance.

When naming an asset after a person who has made significant contributions to public life and the well-being of the people of Cornwall, character shall be evaluated on the individual's stable moral qualities based on the following virtues:

- **Humility**  
People with humility are open minded. They solicit and consider the views others. They learn from others. They can reflect critically on their failures, and, as such, they become better leaders.
- **Integrity**  
People with integrity can build good relationship with their collaborators, with their superiors, or with their allies or partners.
- **Collaboration**  
People who collaborate achieve the worthwhile goals that require more than individual effort and skills. They use the diversity of knowledge, experience, perceptions, judgements, and skills available through collaboration to make better decisions and to better execute decisions. When people respect the views of others, they build good relationships with others.
- **Justice**  
People with a sense of justice are able to understand the issues of social inequality and the challenges associated with being fair or evenhanded. When leaders act fairly, they empower employees, collaborators, customers, governments, and regulators react positively.
- **Courage**  
People with courage stand up to the poor decisions made by others. Having courage also means perseverance and tenacity required to work through difficult issues.
- **Temperance**  
People with temperance do not take uncalculated risks, rush to judgement, fail to gather relevant facts, and have a sense of proportion. They do not change their minds and alter their decisions.

☐ **Accountability**

People who are accountable commit to, or own, the decisions they make and can secure the commitment of others. They demonstrate initiative. They take responsibility for poor outcomes and do not blame others.

☐ **Humanity**

People who show humanity are able to relate to people, to see situations from the perspectives of other people or to take account the impact of their decisions on others. With humility, a person will act in socially responsible ways.

☐ **Transcendence**

With transcendence, the goals of a person are broad. These people see the bigger picture. They do not get overwhelmed with petty rivalries, personal feelings, and past failures.

☐ **Drive**

With drive and the passion, dynamism, and vigour associated with drive, a person exerts the mental and physical effort it takes to become successful, to motivate others to excel and to create value in others.

☐ **Judgment**

With judgement, the overriding virtue, people make good decisions, even when they need to move quickly in ambiguous situations and when they are faced with the many paradoxes that confront all leaders from time to time.

## 5. Rationale

Please describe the rationale for the nomination and attach background information related to criterion and virtues chosen which substantiates all claims made (include copies of newspaper articles, certificates, awards, letter of support or commendation, service records, pictures, etc.).



- ❖ Please note all information provided will form part of the Municipal Naming Application Form and will therefore be released to the public in any public notices, public Agenda and Minutes, Municipal Naming Working Group discussions and meetings and Reports which may be presented to Council.

## 6. Additional Information (add information as needed)

Nominator's Signature

Date

- ❖ Personal information about the Nominator contained on this form is collected pursuant to the Municipal Freedom of Information and Protection of Privacy Act and will be used for the purposes of responding to your request. Questions about this collection should be directed to the City Clerk, 360 Pitt Street, Cornwall, Ontario, K6J 3P9, 613-932-6252, [Clerk@Cornwall.ca](mailto:Clerk@Cornwall.ca).

# Affidavit

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(to be completed by Nominee)

I,

of the City of

in the Province of Ontario, make oath and say that to the best of my knowledge:

1. I have never been convicted of an offence as set out in a Federal Statute where a Pardon was not obtained.
2. I do not have any outstanding convictions or infractions as set out in the *Provincial Offences Act* and/or any City of Cornwall Municipal By-laws.
3. I make this Affidavit in support of the Application Form for the Commemorative Naming Policy, City of Cornwall, and for no improper purpose.

Sworn before me at the                    )  
City of Cornwall,                            )  
in the Province                            )  
of Ontario, this                            )  
day of                                       , 20   . ) \_\_\_\_\_

A Commissioner, etc.

# Affidavit

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(to be completed by next of kin on behalf of nominee who is deceased)

I,

of the City of

in the Province of Ontario, make oath and say that to the best of my knowledge:

(name of Nominee)

1. Was never convicted of an offence as set out in a Federal Statute where a Pardon was not obtained.
2. Does not have any outstanding convictions or infractions as set out in the *Provincial Offences Act* and/or any City of Cornwall Municipal By-laws.
3. I make this Affidavit in support of the Application Form for the Commemorative Naming Policy, City of Cornwall, and for no improper purpose.

Sworn before me at the                    )  
City of Cornwall,                            )  
in the Province                            )  
of Ontario, this                            )  
day of                                   , 20   . ) \_\_\_\_\_

A Commissioner, etc.

## Report Approval Details

Document Title:	Municipal Naming Policy - 2020-367-Corporate Services.docx
Attachments:	
Final Approval Date:	Nov 18, 2020

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

**Manon L. Levesque - Nov 18, 2020 - 11:19 AM**

**Geoffrey Clarke - Nov 18, 2020 - 4:23 PM**

**Maureen Adams - Nov 18, 2020 - 5:05 PM**



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

Department: Corporate Services  
 Division: Clerk's Division  
 Report Number: 2020-371-Corporate Services  
 Prepared By: Manon Levesque, City Clerk  
 Meeting Date: November 23, 2020  
 Subject: Unfinished Business Listing for November 23, 2020

**Recommendation**

That Council receive the Unfinished Business Listing for November 23, 2020.

<b>Title</b>	<b>Department</b>	<b>Date</b>
Municipal Naming Policy (Sept 9/19)	Corporate Services	Nov 23/20
Petition for Crosswalk on Second Street West (Riverdale Terrace)	Infrastructure and Municipal Works	Dec 14/20
Parking Program (May 11/20) (Jun 8/20) (Sep 14/20)	Planning, Development and Recreation	Jan 11/21
Outdoor Gardening – COVID-19 (May 11/20) (Jun 22/20)	Planning, Development and Recreation	Winter 2021
Urban Campground in Guindon Park (Nov 9/20)	Planning, Development and Recreation	April 2021
Creation of Remote Worker Attraction Strategy (Jan 10/20)	Planning, Development and Recreation	TBD

Residential Rental Licensing Public Consultation and Survey Results (Nov 13/18) (Jun 8/20) (Oct 13/20)	Fire Services, Social Services and Planning, Development and Recreation	TBD
Electoral System Review – Comparison to Other Municipalities (Nov 25/19) (Jan 13/20) (Sep 28/20)	Corporate Services – Clerk’s Division	TBD
Electoral System Review – Public Consultation (Nov 25/19) (Jan 13/20) (Sep 28/20)	Corporate Services – Clerk’s Division	Town Hall

Document Title:	Unfinished Business Listing for November 23, 2020 - 2020-371-Corporate Services.docx
Attachments:	
Final Approval Date:	Nov 17, 2020

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

**Geoffrey Clarke - Nov 17, 2020 - 4:15 PM**

**Maureen Adams - Nov 17, 2020 - 7:51 PM**

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

Department: Financial Services  
Division: Finance  
Report Number: 2020-347-Financial Services  
Prepared By: Tracey Bailey, General Manager  
Meeting Date: November 23, 2020  
Subject: 2020 Annual Report on the Municipal Grants Program

**Purpose**

The purpose of this report is to provide Council with information on the status/activity of 2020 Municipal Grants Program.

**Recommendation**

- a. That Council receive Report 2020-347-Financial Services for the 2020 Annual Report on the Municipal Grants Program.
- b. That Council approve the recommended changes to the Municipal Grants Policy FI-2020-01-27-4 attached as Appendix A.
- c. That Council approve the recommended changes to the Municipal Grants Program Guidelines attached as Appendix B.

**Financial Implications**

Grants are intended to provide modest levels of support and assistance to community non-profit organizations. Support is provided each year from the City's operating budget to qualifying organizations through an annual application process. Unused funds in the Municipal Grants Program at the end of each year will be carried over to the next year. The combined total of carryover of funds and current year funding that will be available in any year will not exceed \$200,000.

**2020 Applications**

The 2020 application period was open from February 10, 2020 to March 9, 2020.

- 16 applications were received requesting \$177,420 of funding (both financial grants and services in-kind)
- 14 applications were approved totaling \$157,420

Due to COVID-19, some events that were to occur in 2020 were cancelled or modified. The total amount of funding and in-kind services allocated at November 6, 2020 is \$111,484.

## **Strategic Priority Implications**

The Municipal Grants Program aligns with the City's Strategic Plan's mission of providing services that enable a financially sustainable community which will care and provide for the needs and the values of its residents. The Program assists the City in achieving its vision of a welcoming and healthy community.

## **Background / Discussion**

In 2020, Council endorsed Policy FI-2020-01-27-4 Municipal Grants Program Policy to recognize the valued contributions being provided through the volunteer efforts of community organizations and agencies for the citizens of Cornwall. The Policy identified the need for a Grants Review Committee to examine and award grants based on the eligibility criteria and available funds.

The Grants Review Committee members were appointed by Council in February 2020.

### Grants Review Committee

Five (5) voting members:

- Councillor Todd Bennett, Chair
- Councillor Dean Hollingsworth
- Councillor Syd Gardiner
- Lorne Taillon, Supervisor, Recreation and Programming
- Tracey Bailey, General Manager, Financial Services

Resource Staff (non-voting):

- Diane Brown, Recording Secretary
- Justin Cordell, Accounting and Budget Coordinator
- Cindy Delgreco, Financial and Risk Management Coordinator

### Municipal Grants Programs

There are two (2) types of Municipal Grants Programs:

- Program 1 – Financial and In-Kind Assistance: provides eligible financial grants and in-kind contributions to support specific initiatives that promote inclusiveness and a broad community benefit through improving the well-being of the community and the quality of life for its residents.
- Program 2 – Multi-Government Funding Support provides assistance to organizations in obtaining defined federal and/or provincial government grants when these government bodies require that the municipality participate in funding the initiative.

### Committee Meetings

The Committee met and reviewed the 2020 applications in accordance with the Municipal Grants Program Policy and Guidelines on the following dates:

- April 14, 2020
- April 21, 2020
- April 28, 2020
- May 19, 2020

### Annual Report

Annually, the Committee is to report to Council and the Public its activity during the current year. The Annual Report is to identify the applicants who received funding in that year, the use of funds, and the benefit to the community.

The Committee met on October 20, 2020 and November 10, 2020 to complete the 2020 Annual Report. A summary of the 2020 applications received and the funding provided through the Municipal Grants Program is included as Appendix C – 2020 Grant Applicants.

In addition, the Committee is also recommending changes to the Municipal Grants Policy (Appendix A) and the Municipal Grants Program Guidelines (Appendix B) which has been red-lined to reflect the proposed changes to the existing Policy and Guidelines.

Subject to Council approval, Policy FI-2020-01-27-4 Municipal Grants Program Policy and the Municipal Grants Program Guidelines will be updated to include these changes.

### 2021 Application Process

The Municipal Grants Program application period opened October 1 and closed October 30, 2020.



Advertisements were placed in the City Hall Bulletin of the Standard-Freeholder on September 19, 2020, October 3, 2020 and October 17, 2020, as follows:

### **Municipal Grants Program**

The City of Cornwall provides financial grants and in-kind services to non-profit organizations through its Municipal Grants Program.

This Program offers a number of funding opportunities each year for the purpose of starting and/or supporting community-based initiatives; such as, events, projects, festivals, and programs.

The application period opens Thursday, October 1, 2020 and closes on Friday, October 30, 2020.

For further details and to access the online application form, please visit [www.cornwall.ca/grants](http://www.cornwall.ca/grants)

The City's Public Information Coordinator also included announcements through Social Media (facebook, twitter, etc.); as well as, running the following on the radio (to October 30):

"Your information update is brought to you by the City of Cornwall. The City is now accepting applications for the Municipal Grants Program. Learn more at [Cornwall.ca/grants](http://Cornwall.ca/grants)."

Document Title:	2020 Annual Report On the Municipal Grants Program - 2020-347-Financial Services.docx
Attachments:	<ul style="list-style-type: none"> <li>- Appendix A - Municipal-Grants-Program-Policy (Red Lined).pdf</li> <li>- Appendix B - Municipal-Grants-Program-Guidelines (Red Lined).pdf</li> <li>- Appendix C - 2020 Municipal Grants Report.pdf</li> </ul>
Final Approval Date:	Nov 16, 2020

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

**Tracey Bailey - Nov 14, 2020 - 1:09 PM**

**Maureen Adams - Nov 16, 2020 - 2:58 PM**



# Municipal Grants Program Policy

Department: Financial Services  
Policy Number: FI-2020-01-27-4  
Effective Date: January 27, 2020  
Council Approval: January 27, 2020

## Policy Statement

The Corporation of the City of Cornwall recognizes the valuable contributions made by community organizations and volunteer groups to improve the well-being of the community and the quality of life for its residents. In recognition of these contributions, the Municipality is committed to providing modest assistance to such organizations through its Municipal Grants Program. Support is provided each year from the Municipality's operating budget to qualifying organizations through an annual application process.

## Relationship to the City of Cornwall's Strategic Plan

The Municipal Grants Program aligns with the City's Strategic Plan's mission of providing services that enable a financially sustainable community which will care and provide for the needs and the values of its residents. The program assists the City in achieving its vision of a welcoming and healthy community.

## Purpose

The purpose of the Municipal Grants Program is to ensure that funds are allocated in a fair and transparent manner to community-based organizations. This Policy identifies the funding available, establishes eligibility requirements, and outlines application and monitoring requirements.

## Program Intent

Every year the Municipality receives more grant requests than it can fund. The objective of this Policy is to treat all organizations fairly and consistently. The aim of the Municipal Grants Program is to share available resources throughout the municipality. Grants are intended to provide modest levels of support and assistance to community non-profit organizations.

## Types of Grants

The different types of grants awarded through the Municipal Grants Program Policy are identified as follows:

**Program 1 – Financial and In-Kind Assistance:** provides eligible financial grants and in-kind contribution grants to support specific initiatives that promote inclusiveness and a broad community benefit through improving the well-being of the community and the quality of life for its residents.

**Program 2 – Multi-Government Funding Support:** provides a required municipal contribution to access funding from the federal and/or provincial government(s).

## Definitions

**Annual Report** is the annual report submitted by the Municipal Grants Review Committee to Council.

**Application Process** is the application-based process managed and reviewed by the Municipal Grants Review Committee to determine and approve grant funding to organizations.

**Council** shall mean the Council of the Corporation of the City of Cornwall.

**Criteria** are used to evaluate grant applications based on how the organization's initiative will benefit the community (scale, inclusivity, direct and indirect benefits), soundness of business plan (including resources, own funds, and fundraising), the importance of the City's contribution, and how the success of the initiative will be determined.

**Established Organization** is an organization that has existed in the community for more than 3 years.

**Emerging Organization** is an organization that has existed in the community for 3 years or less.

**Financial Assistance** is a grant that provides funding to an organization.

**Grant Application** is the application form required to be completed and submitted prior to consideration of any grant funding.

**Initiative** means any public undertaking of a project, program, and/or event carried out by an organization.

**In-Kind Assistance** is a grant for the provision of municipal property/facilities, materials or resources to an organization. While cash funds are not provided in relation to in-kind grants, it is recognized that such grants will involve either an expense or foregone revenue for the municipality. In-kind grants will include the estimated value of the initiative.

**Letter of Agreement** shall mean a document, signed by both the organization and the City of Cornwall, that outlines the terms and conditions and reporting required to receive funding.

**Letter of Award** shall mean a written confirmation of an award to an applicant.

**Methods of Communication** are methods used by the City to communicate to the public, including but not limited to: the City's website, social media, newspaper and press releases.

**Municipal Grants Review Committee (hereinafter called the "Committee")** is an independent committee of Council, operating and appointed in accordance with its Council approved Terms of Reference, and delegated authority to review and approve grants in accordance with this Policy.

**Organization** is a non-profit community group/organization that provides products or services to improve or benefit the community. Non-profit organizations are usually concerned with generating enough revenue to provide support to their community. Non-profit organizations reinvest any money earned back into its own operation to grow the organization and further support its mission.

## **Responsibilities**

The Financial Services Department will inform the community of grant opportunities through updates to the City's website. The Financial Services Department will receive the applications.

Late or incomplete applications may not be forwarded to the Committee for consideration.

The Committee will evaluate applications and approve grants based on the grant criteria outlined in the Municipal Grants Program Guidelines and the available funds. All decisions of the Committee, or Council where applicable, will be final. The Committee shall submit an annual report to Council.

## **Eligible Grant Recipients and Program Principles**

Applicants must be non-profit community groups and organizations whose primary focus is within the City of Cornwall.

An organization can only submit one application per year, whether it be for Program 1 or Program 2.

~~If the organization receives funding from the Municipal Accommodation Tax (MAT) Fund, then the organization is not eligible for funding under the Municipal Grants Program.~~

Municipal Grants are intended to be supplementary to an organization's main source(s) of revenue. The grant shall not be considered as the primary source of funding for the organization. The organization must show exploration of other financial and in-kind support (i.e.: fundraising and volunteer support).

All funding shall be for future initiatives. Retroactive funding will not be considered.

Evidence of service need or uniqueness of service provided (responsiveness to community) must be outlined.

Equity and accessibility to participants must be demonstrated.

Guaranteed funding is only for the fiscal year in which the organization has applied. It is not to be regarded as a commitment by the Municipality to continue such assistance in future years.

Repeat Municipal Grants will only be available to organizations who have complied with the reporting requirements of any previous grants.

Funding requests may be reduced in value at the discretion of the Committee to support a wider range of initiatives.

Grants may be awarded with certain terms and conditions. The Letter of Award will state if any particular restrictions apply to the grant.

Grant applicants determined to be ineligible for funding or denied funding in any given year shall be notified in writing.

The Committee is not obligated to allocate funds to any organization regardless of the fact that they satisfy the eligibility criteria and meet all of the objectives of this Policy.

## **Exclusions**

Individuals, businesses, publicly-funded institutions (i.e.: schools, hospitals, etc.) are not eligible to apply through the Municipal Grants Program.

Organizations that may be located within the City of Cornwall, but are more regionally oriented, or that represent or service a special interest group shall not be considered under the Municipal Grants Program unless the organization receives funding from regional or other municipal government(s) that would also benefit from the organization's initiative(s).

Consideration will not be given to requests for grants from recreational sports groups, nor will funds be used to sponsor an individual athlete or team for a competition, or to subsidize participation in a sports event.

## **Applications**

The Municipal Grants Program supports innovative initiatives that provide direct and indirect benefit to Cornwall residents. The fund does not focus on providing funding for operating expenses of an organization.

Organizations seeking financial assistance must submit an application to the City of Cornwall as outlined in the Municipal Grants Program Guidelines.

It is the responsibility of the organization to submit a complete application with clear and sufficient information. Incomplete or unclear applications may be denied.

The Committee may, in its sole discretion, schedule a meeting with an organization to discuss matters related to the submitted application.

Submission of an application does not guarantee the organization will be awarded all or part of the grant requested.

The grant application process and evaluating criteria shall be followed in accordance with the Municipal Grants Program Guidelines.

### **Application Period**

The application period will open annually on October 1-September 4, and close the last Friday in October -September. All applications will be date stamped and numbered when received.

Applicants will receive a notification that their application has been received. If the application is complete, it will be forwarded to the Committee for evaluation.

The determination of the grant awards will be completed by the end of December.

The allocation of Municipal Grants will occur in the following year after the annual budget is approved.

### **Financial Considerations**

Unless otherwise approved by Council no grant funding will be paid until such time as the annual budget has been approved.

Organizations with outstanding balances or owing the City of Cornwall will not be eligible for grants.

A financial surplus or reserve held by any organization and not designated for a specific purpose may disqualify an organization from receiving a municipal grant.

Any municipal grant funding that has not been spent, in the year that it is received, shall be returned to the municipality.

### **Reporting**

All organizations receiving funding from the Municipality shall provide a written report as outlined in the Municipal Grants Fund Program Guidelines.

**NOTE:** Any organization that does not submit a report will not be considered for funding in the future.

### **Annual Report to Council and the Public**

The Annual Report submitted by the Committee to Council will identify: the applicants who received funding in that year, the use of the funds, and the benefit to the community from the grants. It will also identify any recommendations for changes in the Municipal Grants Program (Policy and/or Guidelines) that Council may consider. Any changes would require Council approval.

The Annual Report will be published on the City's website each year.

Unused amounts in the Municipal Grants Program at the end of each year will be carried over to the next year. The combined total of carryover of funds and current year funding that will be available in any year will not exceed \$200,000.00.

# Program 1: Financial and In-Kind Assistance

## Purpose

Program 1 is intended to provide modest levels of financial support and assistance to community non-profit organizations whose primary focus is within the City of Cornwall.

## Program Funding and Eligibility

Municipal Grants Program 1 provides an opportunity for organizations to receive funding and/or in-kind contributions for initiatives benefiting the Cornwall community.

Organizations seeking funding must submit an application as outlined in the Municipal Grants Program Guidelines – Program 1 Financial and In-Kind Assistance.

The grant application process and evaluating criteria shall be followed in accordance with the Municipal Grants Program Guidelines – Program 1 Financial and In-Kind Assistance.

Only one application per organization can be submitted per year.

Organizations cannot submit an application for an initiative that has been reviewed and denied twice.

Applicants can have no more than 20% of the expenditures for administration costs. The maximum amount available to any one eligible organization in any one year is \$10,000.00, as determined by the Committee.

It is important to note that if an organization is also requesting an in-kind contribution, the total combined benefit to any organization in one year is \$10,000.00. Therefore, an organization that receives the full \$10,000.00 through the financial grant process will be ineligible for any in-kind contributions during the funding year.

The organization, within the current fiscal year, must spend the grant funding on the sole purpose for which it was approved.

Repeat grant applications must show how their initiative differs from their previous application(s) and applications illustrating new initiatives may be prioritized over returning applications.

If an organization has received grant funds for three consecutive years, they must wait two years before applying for a grant through this program.

# Program 2: Multi-Government Funding Support

## Purpose

Program 2 has been established to provide financial support to community non-profit organizations that require a municipal contribution (in cash, in-kind, or a combination of both) in order to receive federal and/or provincial government grant(s).

## Program Funding and Eligibility

Municipal Grants Program 2 provides assistance to organizations in obtaining defined federal and/or provincial government grants when these government bodies require that the municipality participate in funding the initiative.

Organizations seeking a municipal contribution must submit an application as outlined in the Municipal Grants Program Guidelines – Program 2 Multi-Government Funding Support.

The grant application process and evaluating criteria shall be followed in accordance with the Municipal Grants Program Guidelines – Program 2 Multi-Government Funding Support.

Only one application per organization can be submitted per year.

Organizations cannot submit an application for an initiative that has been reviewed and denied twice.


Applicants can have no more than 30% ~~20%~~ of the expenditures for administration costs.

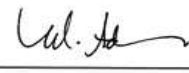
The maximum amount available to any one eligible organization in any one year is \$30,000.00, as determined by the Committee. If an organization is requesting more than \$30,000.00, the Committee will review the application and through the Financial Services Department, may bring a report to Council for consideration. Council has the discretion to increase this maximum for an extraordinary, one of a kind initiative need or circumstance which may be considered and only if the annual budget allows.

Grant funding to any one organization in any one year will be capped at a maximum cash value of 20% of the total government funding, including those approved by Council.

The organization, within the current fiscal year, must spend the grant funding on the sole purpose for which it was approved.

Funding in any one year or over several years is not to be interpreted as a commitment to future year's funding.

X   
Bernadette Clement  
Mayor

X   
Maureen Adams  
Chief Administrative Officer

# **Municipal Grants Program Guidelines**

## **Purpose**

To outline the eligibility criteria, as determined by Council, for grant funding opportunities through the Municipal Grants Program Policy and to define the process for accepting applications.

## **Scope**

This guideline applies to all organizations seeking funding through the Municipal Grants Program.

## **Definitions**

Terms not otherwise defined in this Program Guideline have the meanings given in the City's Municipal Grants Program Policy.

## **Communication**

The City will promote the Municipal Grants Program and the application process through various communication methods, including the City's website, social media, print materials, and other communication methods as appropriate. Timelines for application would be communicated and published on the City's website.

## **Accountability**

Prior to the disbursement of any municipal funds, all grantees must sign a Letter of Agreement on the approved form, which specifies the terms and conditions of the grant.

Organizations awarded a grant will be held accountable for the expenditure of the funds in accordance with the stated objectives/plans. Grants in future years will be reviewed based on past demonstrated fiscal responsibility of the applicants.

Funds granted under this program must be used for the specific purposes outlined in the application. They are not transferable between initiatives or groups without prior Committee approval.

Any unspent funds at the end of the initiative must be returned to the City of Cornwall.

~~Prior to December 31<sup>st</sup> in the year the grant was received, a Final Report must be completed and submitted to Financial Services; OR if the funded initiative was not completed by December 31<sup>st</sup>, the organization must file an Interim Report along with a request for an extension of the Final Report deadline.~~



By the last Friday of October in the year the grant is received, a Final Report must be completed and submitted to Financial Services in order to qualify for future funding; OR if the funded initiative was not completed by this deadline the organization must submit an Interim Report which shall include the requested date of extension and reason for extension of the Final Report filing.

The Final Report form is available on the City's website.

Failure to submit the report, and/or meet any of the grant conditions outlined above will result in the organization being ineligible to apply for funding in future years or any approved funds may be withheld until such time the above conditions are met.

## Program 1: Financial and In-Kind Assistance

Municipal Grants Program 1 provides financial and in-kind assistance contribution grants to eligible non-profit organizations to support their initiatives.

### Application Process

- a) The application and submission date shall be available on the City's website.
- b) The application is required to be completed and submitted to the City's Financial Services Department.
- c) The Committee shall meet in accordance with the Municipal Grants Review Committee Terms of Reference.
- d) Grant applications submitted will be evaluated and approved by the Committee for eligibility based on the criteria noted below and available funds.
- e) All decisions of the Committee are final.
- f) Applicants will be notified of the decision.
- g) Applicants recommended for funding will be forwarded to the Financial Services Department for payment.

### Grant Application and Criteria

Applications will be completed and submitted electronically. The electronic version of the application has been designed to ensure all required information is submitted.

- a) The application period will open annually on ~~September~~ October 1, and close the last Friday in ~~September~~ October. No exceptions will be made. The application will no longer be accessible after that time.
- b) The application form outlines the documents that are to accompany the application.

- c) An organization can only submit one application per year, whether it be for Program 1 or Program 2.
- d) Organizations cannot submit an application for an initiative that has been reviewed and denied twice.
- e) Applicants can have no more than 20% of the expenditures for administration costs.
- f) The maximum amount available to any one eligible organization in any one year is \$10,000.00, as determined by the Committee.
- g) It is important to note that if an organization is also requesting an in-kind contribution, the total combined benefit to any organization in one year is \$10,000.00. Therefore, an organization that receives the full \$10,000.00 through the financial grant process will be ineligible for any in-kind contributions during the funding year.
- h) The Committee may or may not fund to the limit of the maximum grant amount at its discretion.
- i) The organization, within the current fiscal year, must spend the grant funding on the sole purpose for which it was approved.
- j) Repeat grant applications must show how their initiative differs from their previous application(s) and applications illustrating new initiatives may be prioritized over returning applications.
- k) If an organization has received grant funds for three consecutive years, they must wait two years before applying for a grant through this program.
- l) Funding in any one year is not to be interpreted as a commitment to future years' funding.

## **Program 2: Multi-Government Funding Support**

Municipal Grants Program 2 provides assistance to organizations in obtaining defined federal and/or provincial government grants when these government bodies require that the municipality participate in funding the initiative.

### **Application Process**

- a) The application and submission date shall be available on the City's website.
- b) The application is required to be completed and submitted to the City's Financial Services Department.
- c) The Committee shall meet in accordance with the Municipal Grants Review Committee Terms of Reference.

- d) Grant applications submitted will be evaluated and approved by the Committee for eligibility based on the criteria noted below and available funds. If required, a recommendation made to Council for final approval.
- e) All decisions of the Committee (Council, if required) are final.
- f) Applicants will be notified of the decision.
- g) Applicants recommended for funding will be forwarded to the Financial Services Department for payment.

## Grant Application and Criteria

Applications will be completed and submitted electronically. The electronic version of the application has been designed to ensure all required information is submitted.

- a) The application period will open annually on ~~September~~October 1, and close the last Friday in ~~September~~October. No exceptions will be made. The application will no longer be accessible after that time.
- b) The application form outlines the documents that are to accompany the application.
- c) An organization can only submit one application per year, whether it be for Program 1 or Program 2.
- d) Organizations cannot submit an application for an initiative that has been reviewed and denied twice.
- e) Applicants can have no more than ~~30%~~20% of the expenditures for administration costs.
- f) The maximum amount available to any one eligible organization in any one year is \$30,000.00, as determined by the Committee. If an organization is requesting more than \$30,000.00, the Committee will review the application and through the Financial Services Department, may bring a report to Council for consideration. Council has the discretion to increase this maximum for an extraordinary, one-time project need or circumstance which may be considered and only if the annual budget allows.
- g) Grant funding to any one organization in any one year will be capped at a maximum cash value of 20% of the total government funding, including those approved by Council.
- h) The Committee may or may not fund to the limit of the maximum grant amount at its discretion.
- i) The organization, within the current fiscal year, must spend the grant funding on the sole purpose for which it was approved.
- j) Funding in any one year or over several years is not to be interpreted as a commitment to future years' funding.

## Evaluation Criteria (Programs 1 and 2)

Grants shall be evaluated using the following criteria:

### First Stage Assessment

Are all eligibility criteria outlined in the Application Checklist provided?

Does the financial information provided indicate that the organization is financially stable?

If applicable, has the application outlined funding from regional or other municipal government(s)?

If applicable, has the application outlined funding from provincial and/or federal government(s)?

### Second Stage Assessment

The following scores will be used to assess how each criterion has been met:

0-Not met      1-Barely met      2-Partially met      3-Fully met

#### Evidence of Need

1. Has evidence of need been demonstrated and is it clear how the initiative will address the need identified?
2. Is it clear how the initiative will support and provide direct and indirect benefit(s) to Cornwall residents?

#### Outcomes

3. Have clear outcomes been stated?
4. Have clear targets been stated?
5. Is it clear what evidence will be available to show that the initiative has achieved its outcomes?

#### Access to the Initiative

6. Is it clear how the intended beneficiaries will have access?
7. Is it clear how many and how the initiative will involve volunteers?

#### Cost of the Initiative

8. Has the applicant provided clear and reasonable costs that match the proposed initiative?
9. Has the applicant provided clear plans for funding any balances?
10. Has the applicant provided clear plans for sustaining or exiting the initiative at the end of the funding period?

#### New or Repeat Initiative

Repeat grant applications must show how their initiative differs from their previous application(s) and applications illustrating new initiatives may be prioritized over returning applications.

Is this a New or Repeat Application? \_\_\_\_\_

Additional information

Is there any other information you would like to include that is relevant to your application? Any relevant information provided can be used to adjust scores awarded in any of the sections above.

Total Score \_\_\_\_\_ (Maximum Score 30)

Applications must achieve a minimum score of 70% (21 of 30). Applications that do not meet the minimum score may be rejected.

The application should be thoroughly reviewed for completeness prior to submission to ensure that it contains all the information required.

Applications are evaluated based on their relative merit, and funding in one year does not guarantee funding for an initiative in the following year.

**Appendices**

Appendix 1: Application Form – Program 1

Appendix 2: Letter of Agreement – Program 1

Appendix 3: Final Report – Program 1

Appendix 4: Application Form – Program 2

Appendix 5: Letter of Agreement – Program 2

Appendix 6: Final Report – Program 2

## Program 1: Financial and In-Kind Assistance

Organization		Request			Approved			2020 Expenditure		
		In-Kind	Financial	Total	In-Kind	Financial	Total	In-Kind	Financial	Total
Use:	<b>Habitat for Humanity, Cornwall &amp; the Counties</b> Pilot project for household clear-out service. Requested that household hazardous waste be disposed at the landfill.	\$5,000		\$5,000	\$5,000		\$5,000	\$1,768		\$1,768
Benefit:	This will enable Habitat to properly dispose of household hazardous waste and relieve stress from residents and family during an often stressful time.									
Note:	Costing to-date January 1 to October 14, 2020									
Use:	<b>Your Arts Council, Cornwall &amp; the Counties (YAC)</b> YAC helps and promotes many groups/activities. Some include Apples & Art Studio Tour, Spectacle Art Event Calendar, Conquer the Canvas)	\$922	\$9,078	\$10,000	\$922	\$9,078	\$10,000	\$0	\$9,078	\$9,078
Benefit:	YAC provides a hub, connector and an umbrella for a growing number of arts organizations.									
Note:	Conquer the Canvas event cancelled.									
Use:	<b>The Hub for Beyond 21 Foundation</b> Cornwall Food Fest/Cornwall Truck Tow to be held on August 15, 2020.	\$7,100		\$7,100	\$7,100		\$7,100	\$0		\$0
Benefit:	Beyond 21 helps its participants and the community gain inclusion of developmentally delayed adults in the community.									
Note:	Event Cancelled									
Use:	<b>Inspire-Community Support Services</b> Assist unemployed individuals who are looking for work but have difficulty getting or keeping a job due to a mental health issue.		\$10,000	\$10,000		\$10,000	\$10,000		\$10,000	\$10,000
Benefit:	The funding will help address the need for more mental health resources.									
		79								

Organization		Request			Approved			2020 Expenditure		
		In-Kind	Financial	Total	In-Kind	Financial	Total	In-Kind	Financial	Total
Use:	<b>Cornwall Triathlon</b> In-Kind service request for roads, transit, parks & recreation for event setup, event day help and event tear down by various departments and staff.	\$10,000		\$10,000	\$10,000		\$10,000	\$0		\$0
Benefit:	In addition to the economic generation of the event it also promotes the City of Cornwall in advertising on various related media.									
Note:	Event cancelled.									
Use:	<b>Diversity / Diversité Cornwall</b> Seeking funding to hire a lawyer to assist with application for charitable status, to organize an event to raise funds for 2021, to increase the availability of gender affirming services, and to offer programs and services including Pride Prom, 2SLGBTQ+ swim, etc. These activities will contribute to the current goals of becoming financially sustainable and to improve the physical & mental health of 2SLGBTQ+ & gender non-conforming members of our community.		\$10,000	\$10,000		\$10,000	\$10,000		\$10,000	\$10,000
Benefit:	Funding would assist in expanding the current scope of gender affirming services which will help build financial stability to continue to offering services to the intended beneficiaries.									
Use:	<b>Optimist Club</b> Tables, chairs, waste disposal, ESSA, electrician, fence rental, staffing for set up, tear down and park cleaning for Ribfest. Salon rental for the Youth Achievement Awards.	\$10,000		\$10,000	\$10,000		\$10,000	\$338		\$338
Benefit:	In kind service funding will allow the club to raise funds to assist youth in our community.									
Note:	Ribfest Event modified.									

Organization		Request			Approved			2020 Expenditure		
		In-Kind	Financial	Total	In-Kind	Financial	Total	In-Kind	Financial	Total
Use:	<b>Social Development Council of Cornwall and Area</b>	\$2,500		\$2,500	\$2,500		\$2,500	\$0		\$0
	Support to assist hosting the meetings at city facilities with a multitude of working groups. More specifically but not limited to the Benson Centre. The space is accessible, on a bus route and can accommodate small and large meetings.									
	Benefit: This would allow the ease in knowing there will always be a secure location for these community meetings where people feel welcome no matter their level of accessibility. This can also allow the use of other funds towards other poverty reduction initiatives rather than renting space for meetings.									
Note:	Events delayed with COVID-19									
Use:	<b>Children's Christmas Fund</b>	\$2,000		\$2,000	\$2,000		\$2,000	\$0		\$0
	In kind services in the form of the use of the Civic Complex for 3 days during set up, distribution and tear down of the event which is held the week prior to Christmas. Also assistance in moving the food and toys in to the Complex and clean up.									
	Benefit: The in kind services will allow an increase in the number of food items distributed to the families involved.									
Note:	Christmas Event									
Use:	<b>African Caribbean &amp; Intl Association of Eastern Ontario</b>	\$720	\$5,300	\$6,020	\$720	\$5,300	\$6,020	\$0	\$5,300	\$5,300
	To celebrate the annual black history event February 1st - 27th , 2021.This event will mobilize African Caribbean Canadian Internationals from all works of life to celebrate the history of their heritage and inventions.									
	Benefit: The event will help promote the future of the younger generations.									



Organization		Request			Approved			2020 Expenditure		
		In-Kind	Financial	Total	In-Kind	Financial	Total	In-Kind	Financial	Total
Use:	<b>Cornwall Waterfest Dragon Boat Race</b>	\$7,300	\$2,500	\$9,800	\$7,300	\$2,500	\$9,800	\$0	\$0	\$0
	The monetary grant from the City is used to assist with the cost of renting and stocking portable washrooms and hand washing stations as well as a portion of the insurance fees. The in-kind component relates to site maintenance and security, and includes use of picnic tables and garbage cans, installing and removing docks and provision of life guards and fireboat.									
	Benefit: Funding from the City of Cornwall shows support for initiatives to utilize the waterfront in unique and exciting ways.									
	Note: Event cancelled.									
<b>Total - Program 1</b>		<b>\$45,542</b>	<b>\$36,878</b>	<b>\$82,420</b>	<b>\$45,542</b>	<b>\$36,878</b>	<b>\$82,420</b>	<b>\$2,106</b>	<b>\$34,378</b>	<b>\$36,484</b>

## Program 2: Multi-Government Funding Support

Organization		-----Request-----			-----Approved-----			----- 2020 Expenditure-----		
		In-Kind	Financial	Total	In-Kind	Financial	Total	In-Kind	Financial	Total
Use:	<b>Seaway Senior Citizens Club</b>		\$30,000	\$30,000		\$30,000	\$30,000		\$30,000	\$30,000
	The funds are to assist with Operating costs. These include staff earnings, mortgage and loan payments, utilities, repairs and maintenance. Members are responsible seniors and aim to responsibly provide the members with a centre they don't have to worry or stress over whether or not it will be viable tomorrow.									
Benefit:	Maintaining a financially healthy centre will ensure a safe and healthy environment for active seniors.									
Use:	<b>Centre culturel du conseil de vie française de Cornwall</b>		\$15,000	\$15,000		\$15,000	\$15,000		\$15,000	\$15,000
	Contribution to help set up activities for the Francophone community. These funds will be used to promote more publicity for activities as well as carrying out the activities themselves. Part of the funds will be used to pay for certain operating expenses.									
Benefit:	These funds will allow better experiences for the community with advertising more activities and to pay for services of artists during the activities.									

Organization		Request			Approved			2020 Expenditure		
		In-Kind	Financial	Total	In-Kind	Financial	Total	In-Kind	Financial	Total
Use:	<b>Centre Charles-Émile Claude</b>		\$30,000	\$30,000		\$30,000	\$30,000		\$30,000	\$30,000
	The funds are a requirement by the Ministry of Elderly and Accessibility which recognize the Centre as an Active Centre for Seniors of the francophone community. The amount is based on 20 % of the regular budget for operations and maintenance. The grant will be allocated for activities, programs, services and volunteer programs supporting the Centres mandate.									
Benefit:	The funds provide low cost for Seniors to participate in activities. As a Senior Friendly community, the organization is be able to have more services and programs available for the French citizens. The Centre is supported by more than 100 volunteers.									
<b>Total - Program 2</b>		<b>\$0</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$75,000</b>	<b>\$75,000</b>

<b>Total Grant Funding Requests - Program 1 and 2</b>	<b>\$45,542</b>	<b>\$111,878</b>	<b>\$157,420</b>	<b>\$45,542</b>	<b>\$111,878</b>	<b>\$157,420</b>	<b>\$2,106</b>	<b>\$109,378</b>	<b>\$111,484</b>
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**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**Report**

Department: Financial Services  
Division: Finance  
Report Number: 2020-348-Financial Services  
Prepared By: Tracey Bailey, General Manager  
Meeting Date: November 23, 2020  
Subject: Development Charges Interest Policy

**Purpose**

To introduce and establish a Development Charges Interest Policy in response to changes to the *Development Charges Act, 1997*, introduced through Bill 108, *More Homes, More Choice Act, 2019*, as amended by Bill 138, *Plan to Build Ontario Together Act*.

**Recommendation**

1. That Council approve the charging of interest pursuant to sections 26.1 and 26.2 of the Development Charges Act, 1997:
  - a. effective as at January 1, 2020,
  - b. at a rate of Bank of Canada Prime Rate plus 3% compounded annually
2. That the General Manager, Planning, Development and Recreation, and the General Manager, Financial Services and Treasurer, be authorized to execute agreements related to the administration of any imposed Development Charges By-law; and
3. That Council approve the Development Charges Interest Policy (attached), to administer the charging of interest as outlined in Recommendation 1 and 2.

## Financial Implications

Development Charges (DCs) are a source of funding for growth-related capital infrastructure. The premise with DCs is that growth should pay for growth related costs so that these costs are not paid by taxpayers.

Changes to the *Development Charges Act, 1997 (DCA)* came into effect on January 1, 2020. The changes to the *DCA* impact the way municipalities are to calculate and collect DCs. This will have a financial impact to the City both from a cash flow and total DCs collected perspective.

While the changes to the *DCA* may create financial and administrative costs to the City, the legislation provides a mechanism to recover some of these costs. By including an interest component when administering the locked-in (frozen) and deferred payments, the City will mitigate some of the cost being passed on to future development due to the delay in DC payment.

In the absence of a policy to permit the City to recover interest costs on frozen DC rates and deferred payment agreements, the change in timing of calculation and collection will lead to a shortfall in the DCs collected as compared to the cost of the capital infrastructure required.

The proposed policy will help the City to mitigate the potential negative impacts and ensure that the new freezing and deferred payments provisions promote development in our community without placing undue financial burdens on existing taxpayers. It will also encourage development to proceed in a timely manner because interest will continue to accrue until a developer acquires a building permit.

The legislation does not prescribe how the interest rates are to be calculated and therefore municipalities can determine what rate should be applied; such as:

- Bank of Canada Prime Rate plus a percentage mark-up
- Non-residential Construction Price Index plus a percentage mark-up
- Borrowing rate on a 20-year loan plus a percentage mark-up
- Interest rate based on an investment instrument such as the interest rates being received on the One Investment Savings Account plus a percentage mark-up
- The same interest rate as per outstanding property taxes and utility bills or 1.25% per month or 15% per year.

In order to try to simplify the interest rate to be applied to DC rate freezes and deferrals, City staff are recommending a fixed rate over the Bank of Canada

Prime Rate to provide transparency and cost certainty to developers and to help reduce the administrative burden to municipal staff.

Any interest collected through rate freezes and DC deferral payment plans would be added to the Development Charges Reserve fund to offset any potential loss in revenue as a result of these rate freezes and deferred payments.

## **Background / Discussion**

The changes made to the *DCA* were introduced by both Bill 108 - *More Homes, More Choices Act* and Bill 138, *Plan to Build Ontario Together Act*.

Bill 108, *More Homes, More Choice Act* received Royal Assent on June 6, 2019. This Bill amends 13 different statutes that impact municipalities and land use planning processes. Among these changes are provisions that change the date at which the DCs are calculated as well as provisions that require municipalities to defer collection of DCs.

Bill 138, *Plan to Build Ontario Together Act*, received Royal Assent on December 10, 2019. Bill 138 amended some of the changes to the *DCA* and the *Planning Act, 1990* that were made by Bill 108, by limiting the types of development that would be eligible to pay DCs in annual installments to rental housing, institutional, and non-profit housing developments. Commercial and industrial development are no longer eligible to pay DCs in annual installments.

### **Freezing of Rates**

Prior to Bill 108, DC's were calculated and charged at the prevailing rates at the time of building permit issuance. DC rates are now to be frozen at the site plan or zoning bylaw application date, whichever application is later. The rate freeze only applies to applications submitted after January 1, 2020. Once an application is approved, building permit issuance must occur within two years to maintain the frozen rate. If the two-year period elapses, the prevailing DC rates in effect at the time the permit is issued will be applied.

DC rate freezes will only apply when the City's DC rate changes as per the annual indexing scheduled for January 1, 2021 and therefore staff anticipate that rate freeze payments will begin to apply starting next year.

### **Phased Payments – DC Deferral**

Under Bill 108, as amended by Bill 138, rental housing and institutional development can now defer DC payment to six (6) equal annual installments. For non-profit housing developments, DCs are to be made over 21 equal annual installments.

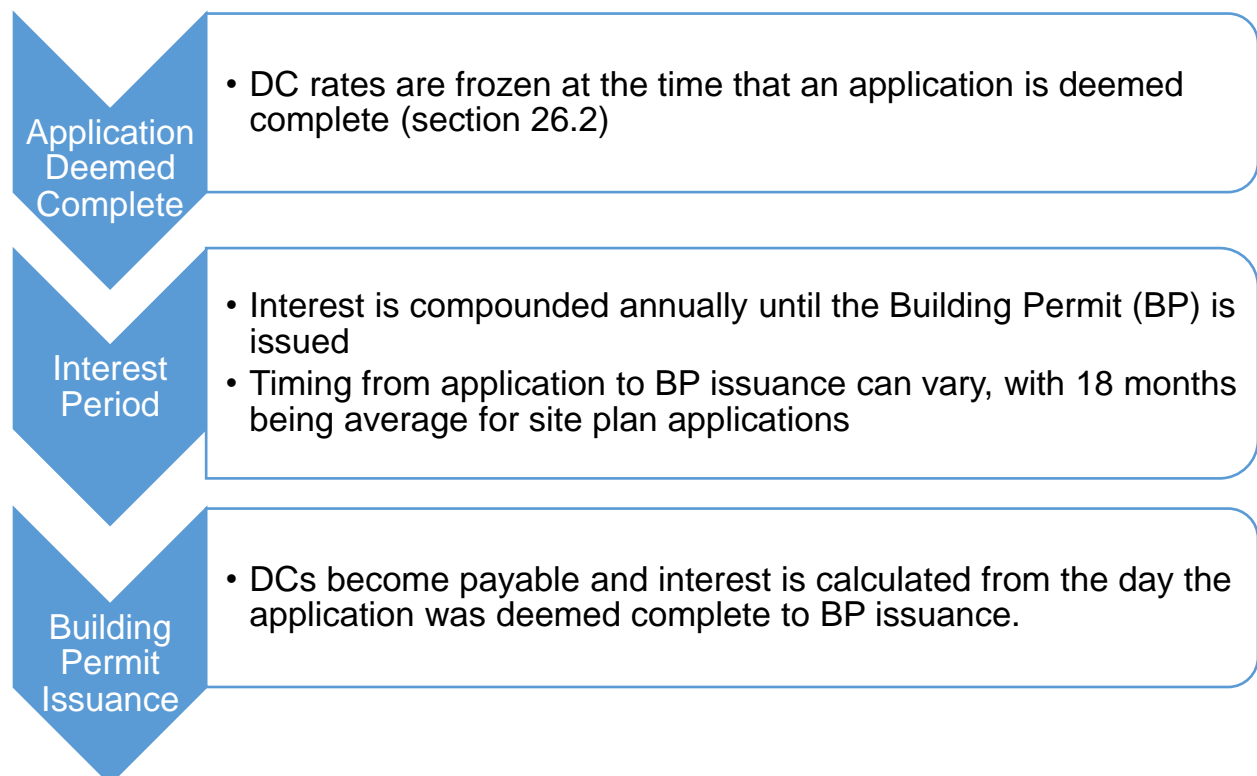
The first payment for these deferral plans would be due at the date of an occupancy permit being issued by the municipality or the date the building is first occupied, whichever comes first.

The City has received an application where the development qualifies for the statutorily required installment payments under section 26.1 of the *DCA*.

### Charging Interest on Frozen and Deferred DCs

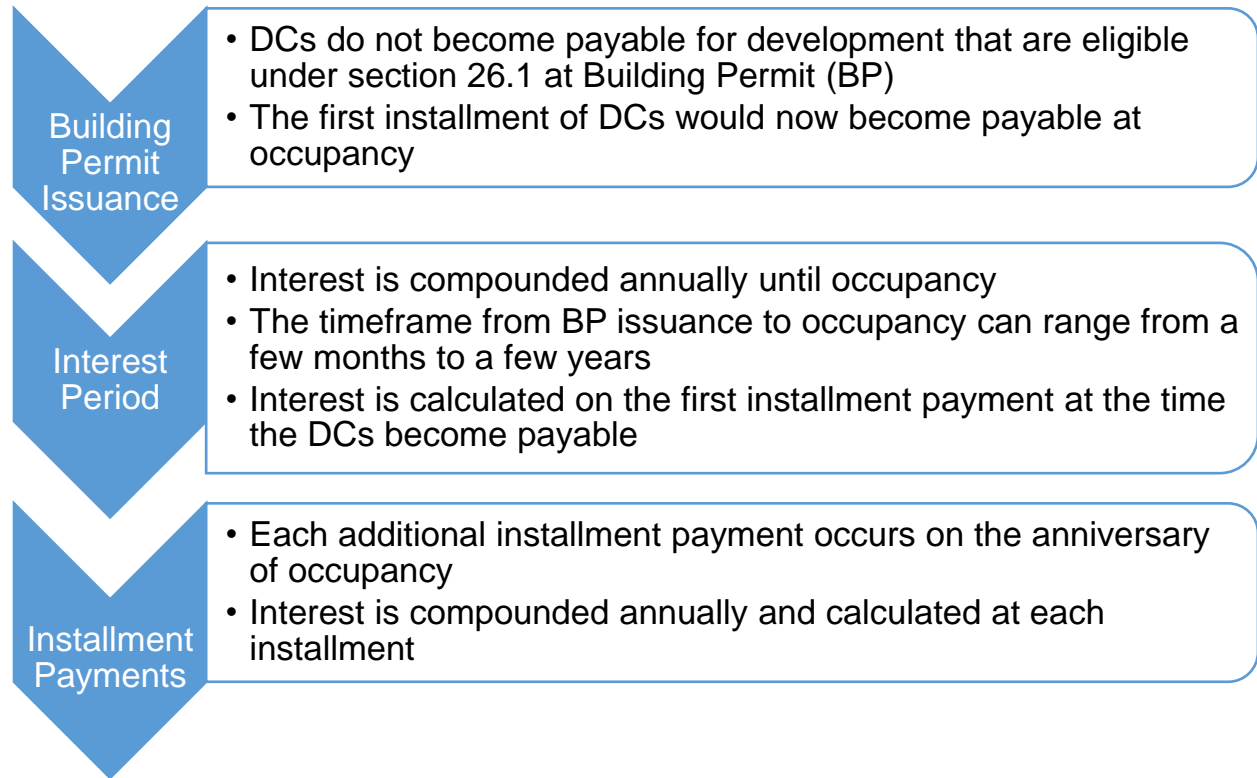
The *DCA* allows municipalities to charge interest on rate freezes and payment plan installments.

When an application is received and considered to be deemed complete, DC rates are frozen to the presiding rates at the time as per section 26.2 of the *DCA*. When a building permit is issued, and DCs become payable, interest will be calculated and compounded annually for the DCs that have become payable. This process is illustrated, as follows:



If an applicant is eligible under section 26.1 of the *DCA* to defer DCs and make payments in installments, the first payment becomes due at the time that the building receives occupancy. Interest is calculated and compounded annually on the installment payment back to the date the application was deemed complete and the DC rates were frozen. Each subsequent installment is payable at the

annual anniversary of building occupancy and interest is calculated compounded annually for each subsequent installment. This process is illustrated, as follows:



Neither the updated *DCA* nor the accompanying regulatory framework prescribes how a municipality should implement this interest charge. The regulatory framework does not prescribe a maximum interest rate that a municipality may charge, and the province has indicated that it does not intend to prescribe a maximum rate.

The most transparent methodology to allow municipalities to communicate the interest rate to be charged is to formally adopt a DC Interest Policy. The interest rate would be published on the City's website, and updated every six months (June and December of each year) based on the Bank of Canada Prime rate.

In order to help expedite the execution of agreements related to the administration of any imposed Development Charges By-law, it is recommended that authorization be given to the General Manager, Planning, Development and Recreation and the General Manager, Financial Services and Treasurer to execute these agreements.



Document Title:	Development Charges Interest Policy - 2020-348-Financial Services.docx
Attachments:	- Development Charges Interest Policy.pdf
Final Approval Date:	Nov 18, 2020

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

**No Signature found**

**Mark A. Boileau - Nov 18, 2020 - 2:46 PM**

**Tracey Bailey - Nov 18, 2020 - 4:18 PM**

**Maureen Adams - Nov 18, 2020 - 4:37 PM**

# Development Charges Interest Policy

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Department: Financial Services

Effective Date:

Council Approval:

## 1. Policy Statement

This Policy is to establish a financial risk management framework governing the charging of interest, as permitted under sections 26.1 and 26.2 of the Development Charges Act (DCA) that provides a transparent process while protecting the City's financial interests.

## 2. Definitions

For the purpose of this Policy, the following definitions shall apply:

- 02.01 Development – the construction, erection or placing of one or more buildings or structures on land. This includes the making of an addition or alteration to a building or structure that has the effect of:
  - i. increasing the size, or
  - ii. change the use from non-residential to residential or from residential to non-residential and includes redevelopment.
- 02.02 Development Charge (DC) – a charge imposed against land pursuant to any City Development Charges By-law.
- 02.03 Development Charge Deferral – ability for qualifying developments to spread DC's over multiple annual installment payments as defined in Section 26.1 of the DCA.
- 02.04 Development Charge Freeze – locking in DC rates as defined in Section 26.2 of the DCA.

- 02.05 Development Charges Act (DCA) – the Development Charges Act, 1997, as amended and all regulations thereto.
- 02.06 Early Payment Agreement – a municipality may enter into an agreement with a person who is required to pay a DC providing for all or any part of the charge to be paid before it would otherwise be payable (as referred to in Section 27 of the DCA).
- 02.07 Eligible Developments – defined above under Sections 02.08, 02.10 and 02.14, as per Subsection 26.1(2) of the DCA.
- 02.08 Institutional Development for the purposes of this Policy only, is defined as per O.Reg 454/19 meaning development of a building or structure intended for the following uses:
- a long-term care home within the meaning of Subsection 2(1) of the Long-Term Care Homes Act, 2007;
  - a retirement home within the meaning of Subsection 2(1) of the Retirement Homes Act, 2010;
  - a university in Ontario that receives direct, regular and ongoing operating funding from the Government of Ontario;
  - a college or university affiliated with a university described above;
  - an Indigenous Institute prescribed for the purposes of Section 6 of the Indigenous Institutes Act, 2017;
  - a memorial home, clubhouse or athletic grounds by an Ontario branch of the Royal Canadian Legion; or
  - a hospice to provide end of life care.
- 02.09 Interest Rate – Bank of Canada prime interest rate plus three (3) percent.
- 02.10 Non-Profit Housing Development for the purposes of this Policy only, is defined as per O.Reg 454/19 meaning development of a building or structure intended for use as residential premises by:
- a corporation to which the Not-for-Profit Corporations Act, 2010 applies, that is in good standing under that Act and whose primary object is to provide housing;
  - a corporation without share capital to which the Canada Not-for-profit Corporations Act applies, that is in good standing under that Act and whose primary object is to provide housing; or
  - a non-profit housing co-operative that is in good standing under the Co-operative Corporations Act.
- 02.11 Occupancy – the earliest of either (1) the date on which an Occupancy Permit or a Partial Occupancy Permit is issued by the

City of Cornwall, or (2) the earliest date on which the use or intended use of a building or part of a building for the shelter or support of persons, animals or property commences.

- 02.12 Planning Act – the Planning Act, R.S.O. 1990 c. P.13, as amended.
- 02.13 Prime – the prime lending rate, being the annual interest rate as indicated on the Bank of Canada website.
- 02.14 Rental Housing Development for the purposes of this Policy only, is defined as per O.Reg 454/19 meaning development of a building or structure with four or more dwelling units all of which are intended for use as rented residential purposes.
- 02.15 Total Accrued Amount – equal to the total of the development charges and the interest that has accrued.

### 3. Purpose / Application

The purpose of this Policy is to establish the rules and procedures for charging interest, as permitted under sections 26.1 and 26.2 of the DCA.

This Policy will support the City of Cornwall's ability to invest and build growth-related infrastructure for an expanding population and employment base in a way that is transparent and fiscally sustainable.

The fundamental principle of funding growth-related capital costs is that 'growth should pay for growth'. This Policy serves to ensure that there is compensating interest income to fund the lost DCs that will result from the DC rate freeze and deferred payment requirements.

This Policy will support the City of Cornwall's ability to build growth-related infrastructure in a way that is fiscally sustainable and will help to achieve the following objectives:

- Reliable delivery of growth-related City programs and services.
- Continued delivery of complete communities in a financially sustainable way.
- Fair and equitable treatment of all stakeholders involved in delivering housing supply, including residents, businesses and developers.

This Policy applies to development applications that are eligible for a DC deferral and/or DC freeze provided in Section 26.1 and Section 26.2 of the DCA, respectively.

- Subsection 26.1 (7) of the DCA permits a municipality to charge interest on the installments required by subsection (3) from the date the DC would

have been payable in accordance with section 26 to the date the installment is paid.

- Subsection 26.2 (3) of the DCA permits a municipality to charge interest from the date the DC is calculated to the date the DC is payable.

#### 4. Legislative Framework

Municipalities are permitted to charge interest pursuant to section 26.1(7) of the DCA which states: “A municipality may charge interest on the installment required by subsection (3) from the date the development charge would have been payable in accordance with section 26 to the date the installment is paid, at a rate not exceeding the prescribed maximum interest rate”.

In addition, section 26.2(3) of the DCA states: “Where clause 1(a) or (b) applies, the municipality may charge interest on the development charge, at a rate not exceeding the prescribed maximum interest rate, from the date of the application referred to in the applicable clause to the date the development charge is payable”

Currently there is no prescribed maximum interest rate.

#### 5. Development Charge Deferral

05.01 Installment Payments under Section 26.1 of the DCA and as defined in O.Reg 454/19.

Under Subsections 26.1(1), (2) and (3) of the DCA, DCs shall be paid in equal annual installments, beginning at the earlier of first occupancy or occupancy permit under the Building Code Act, 1992, for:

- Rental Housing Development that is not Non-Profit Housing Development;
- Institutional Development; and,
- Non-Profit Housing Development.

05.02 For Eligible Developments as prescribed under Subsection 26.1(2) of the DCA, the DC shall be paid in equal annual installments beginning on the earlier of the date of the issuance of a permit under the Building Code Act, 1992, authorizing occupation of the building and the date the building is first occupied, and continuing on:

- i. the following 5 anniversaries of that date, in the case of a DC in respect to Rental Housing Development that is not Non-Profit Housing Development, and Institutional Development; or

- ii. the following 20 anniversaries of that date, in the case of a DC in respect of Non-Profit Housing Development.
- 05.03 Subsection 26.1(7) of the DCA allows a municipality to charge interest on the installments from the date the DCs would have been payable, to the date the installment is paid, at a rate not to exceed the prescribed maximum rate.
- 05.04 The Interest Rate shall be charged on the outstanding balance as at each anniversary date, until the DCs owing are paid in full. The interest will be calculated and charged as follows: the Interest Rate will be applied to the DC balance owing and will be payable on each anniversary date.
- 05.05 Early Payment Agreements will be offered if the owner of a development would prefer to pay the full DC owing at occupancy in accordance with Section 27 of the DCA.
- 05.06 Where there is a change in use of development during the course of the DC deferral period such that the property or properties no longer meet the definition of an Eligible Development, all outstanding DC payments, including any interest payable up to the date of the change in use, become payable immediately.
- 05.07 Where the party to a deferral arrangement fails to make payments in accordance with the agreed payment schedule, the account will be considered to be in default and all DCs become payable immediately.
- 05.08 If DCs or any outstanding part of DCs are not paid immediately as required in Section 05.06 or 05.07, all outstanding charges shall be added to the tax roll and collected in the same manner as taxes, in accordance with Section 32 of the DCA. Interest on late payments added to the tax roll shall be calculated by reference to the City's tax arrears interest rate in effect at the date of default.

## 6. Development Charge Rate Freeze

- 06.01 Subsection 26.2(1) of the DCA provides that DCs are to be calculated on:
  - a) the day an application for an approval of development in a site plan control area under Subsection 41(4) of the Planning Act, was made in respect of development that is the subject of the DC;
  - b) if clause (a) above does not apply, the day an application for an amendment to a bylaw passed under Section 34 of the Planning

Act was made in respect of the development that is the subject of the DC;

- c) if neither clause (a) nor clause(b) applies, the date the DC would have been payable under Section 26 of the DCA, which is normally building permit issuance.

#### 06.02 Interest Under Section 26.2 of the DCA

Under Subsection 26.2(3) of the DCA, a municipality may charge interest on the DC, at a rate not exceeding the prescribed maximum interest rate, from the date of the application referred to in clause 06.01 a) or b) to the date the DC is payable.

### 7. Interest Rate Used

07.01 Interest Rate means the Bank of Canada Prime interest rate plus three (3) percent as at June 30th or December 31st immediately prior to:

- a) the date the DC would have been payable under Section 26 of the DCA for the installment payments under Section 26.1 of the DCA; or,
- b) the date an application for an approval of the development was made under Subsection 41(4) or Subsection 34 of the Planning Act for DC freezing under Section 26.2 of the DCA.

### 8. Compounding and Prorating

08.01 All interest shall be compounded annually and accrue from the applicable date identified in Section 7 of this Policy, until the date of the Total Accrued Amount is fully paid. A 365-day calendar year shall be used for prorating all interest calculations.

#### 08.02 Subsequent Application(s) under Section 26.2 of the DC

If a subsequent application(s) is made for a development:

- the date the subsequent application is made will become the new date under which the total amount of the DC is determined;
- all interest that had accrued prior to the subsequent application shall be deemed zero (0); and,
- interest will be compounded annually and begin to accrue from the date the subsequent application is made.

## 9. Effective Date

- 9.01 Upon approval by City of Cornwall Council, this Policy shall take effect retroactively as at January 1, 2020 at 12 a.m. This Policy may be repealed or modified by Council at any time.

## 10. Early Payment Agreement

- 10.01 Under section 26.1 of the DCA, the DCs shall be paid in equal annual installments for Eligible Development. Under section 27 (1) of the DCA, an Early Payment Agreement will be required if the person required to pay DCs chooses to pay all or any part of a DC before it would otherwise be payable. If a person chooses to pay the full DCs plus accrued interest owing under Section 26.1 of the DCA earlier than required, the General Manager, Planning, Development and Recreation and the General Manager, Financial Services and Treasurer have the authority to issue and execute all Early Payment Agreements.

## 11. Unpaid Development Charges

- 11.01 If any DCs (including interest) are unpaid, those DCs (including interest) shall be added to the tax roll and collected in the same manner as taxes, in accordance with section 32 of the DCA.

Interest on late payments added to the tax roll shall incur the applicable taxation interest rate.

## 12. Interest Rate Publication / Policy Communication

- 12.01 The current Interest Rate shall be posted on the City of Cornwall website, and the website shall be updated within 5 business days of each reset date (i.e., January 1st and July 1st).
- 12.02 An interest rate notice shall also be published as part of the City's annual DCs pamphlet publication.

## 13. Policy Administration

- 13.01 The General Manager, Financial Services and Treasurer is the delegated authority to make administrative changes to this Policy as may be required from time to time due to legislative or other changes, if in the opinion of the Treasurer, the amendments do not change the objective of the Policy.



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

Department: Corporate Services  
Division: Clerk's Division  
Report Number: 2020-365-Corporate Services  
Prepared By: Manon Levesque, City Clerk  
Meeting Date: November 23, 2020  
Subject: Petitions Policy

**Purpose**

To present members of Council with a draft Policy on Petitions Policy.

**Recommendation**

That Council approve the Petitions Policy.

**Background / Discussion**

On July 20, 2020, Council held a Special Meeting to update and revise the Procedural By-law. On August 10, 2020, Council approved the final version of the Procedural By-law, as amended, as By-law 2020-103.

As part of the review, Council voted to implement a Petitions Policy.

This draft Policy on Petitions is being presented to Council for review:



# The Corporation of the City of Cornwall

## Petitions Policy

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Department: Corporate Services – Clerk’s Division

Effective Date:

Council Approval:

### 1. Policy Statement

The City of Cornwall is committed to citizen engagement and supports Petitions as one tool for citizens to have input into Council’s decision-making process.

A Petition can be most effective when the information contained in it is accurate and verifiable.

### 2. Purpose

This policy outlines the City of Cornwall’s procedure for receipt and recognition of public Petitions.

### 3. Requirements

- Petitions must contain a statement of purpose that is repeated at the top of each page.
- Pages of Petitions should be numbered, and the total number of pages indicated.
- Petitions must include the name of the Principal Petitioner, their address and telephone number (email address is optional).
- Petitions must include signatures of affected citizens who currently reside in the City of Cornwall and who are at least 18 years of age.

- If the subject matter refers to a Shared Service, Petitions must include signatures of affected citizens who currently reside in the City of Cornwall and the United Counties of Stormont, Dundas and Glengarry.
- Petitions must include the address of each citizen signing.
- Petitions must be legible, typewritten or printed in ink (no pencil).
- For electronic petitions, petitioners must provide name, address and valid e-mail address.
- Petitions must be free of erasures or interlineations in its text; that is, the text of a petition may not be altered by erasing words, crossing out words, or adding words or commentary.
- Material such as maps, pictures, news articles, explanatory or supporting statements attached or appended to Petitions will render them unacceptable.
- Petitions must be appropriate and respectful in tone and must not contain any improper or offensive language or information.
- Petitions must clearly disclose, on each page, that it will be considered a public document and that information contained in it may be subject to the scrutiny of the City and other members of the general public.

#### 4. Submission of Petitions

- Petitions are to be remitted to the City Clerk at City Hall at the address provided on the last page of this Policy.
- Electronic Petitions containing verifiable information may be submitted electronically to the attention of the City Clerk at [clerk@cornwall.ca](mailto:clerk@cornwall.ca).
- Standing Committees cannot formally accept Petitions. Petitions received at Standing Committees are to be forwarded to the City Clerk.
- Council Members are responsible for forwarding all Petitions received by them to the City Clerk.

## 5. Responsibilities

- The City Clerk is responsible for receiving all Petitions.
- The City Clerk will evaluate all Petitions to ensure that the requirements of the Policy are met.
- Petitions deemed to comply with the requirements will be presented to Council on a Public Agenda for consideration.
- Petitions deemed to be in non-compliance will not be formally presented to Council for action but will be forwarded to Council Member for information purposes.

## 7. Personal Information

- Personal information on a Petition will be collected under the authority of Section 28(2) of the Municipal Freedom of Information and Protection of Privacy Act for the purpose of informing City Council of the views of the Petitioner.
- Personal information will not be used by the City for any purpose other than to ensure it meets Council's requirements for a valid Petition and to ensure contact with the Principal Petitioner.
- Original Petitions will be presented to Council at a Regular Meeting of Council.
- Signatures and personal information, other than that of the Principle Petitioner, will be redacted when the Petition is included on a Council Agenda.
- Petitions, in their entirety, will be available at City Hall (360 Pitt Street) in the Clerk's Division for public viewing.

## 8. Contact Information

Corporate Services, Clerk's Division  
360 Pitt Street  
Cornwall, Ontario  
K6J 3P9

(8:30 a.m. to 4:30 p.m., Monday to Friday)

Telephone: 613-932-6252

Fax: 613-933-1860

[clerk@cornwall.ca](mailto:clerk@cornwall.ca)

X

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Bernadette Clement  
Mayor

X

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Maureen Adams  
Chief Administrative Officer



## Petition Form

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To: The Council of the City of Cornwall  
360 Pitt Street  
Cornwall, Ontario  
K6J 3P9

From: Name of Principle Petition  
Street Address  
Telephone Number  
Email address (optional)

Date:

Whereas:

(insert brief description of issue in question)

I/We the undersigned, Petition the Council of the City of Cornwall as follows:

(insert Petition text)

Name	Address	Signature

By signing this Petition, I hereby acknowledge that this Petition will become a public document at City Hall and that all information contained in it will be subject to the scrutiny of the City and will be publicly available. Questions about the collection and disclosure of personal information contained in this Petition should be directed to the City Clerk, 360 Pitt Street, Cornwall, Ontario, K6J 3P9, 613-932-6252, [clerk@cornwall.ca](mailto:clerk@cornwall.ca).

I/We the undersigned, Petition the Council of the City of Cornwall as follows:

(insert Petition text)

Name	Address	Signature

By signing this Petition, I hereby acknowledge that this Petition will become a public document at City Hall and that all information contained in it will be subject to the scrutiny of the City and will be publicly available. Questions about the collection and disclosure of personal information contained in this Petition should be directed to the City Clerk, 360 Pitt Street, Cornwall, Ontario, K6J 3P9, 613-932-6252, [mlevesque@cornwall.ca](mailto:mlevesque@cornwall.ca).

Page 2 of 2

### Report Approval Details

Document Title:	Petitions Policy - 2020-365-Corporate Services.docx
Attachments:	
Final Approval Date:	Nov 17, 2020

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

**Manon L. Levesque - Nov 17, 2020 - 10:36 AM**

**Geoffrey Clarke - Nov 17, 2020 - 10:58 AM**

**Maureen Adams - Nov 17, 2020 - 7:40 PM**



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

Department: Corporate Services  
Division: Clerk's Division  
Report Number: 2020-366-Corporate Services  
Prepared By: Manon Levesque, City Clerk  
Meeting Date: November 23, 2020  
Subject: Town Hall Meetings Policy

**Purpose**

To present members of Council with a draft Policy on Town Hall Meetings.

**Recommendation**

That Council approve the Town Hall Meetings Policy.

**Background / Discussion**

On July 20, 2020, Council held a Special Meeting to update and revise the Procedural By-law. On August 10, 2020, Council approved the final version of the Procedural By-law, as amended, as By-law 2020-103.

As part of the review, Council voted to implement Town Hall Meetings.

This draft Policy on Town Hall Meetings is being presented to Council for review:



# The Corporation of the City of Cornwall Town Hall Meetings Policy

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Department: Corporate Services – Clerk’s Division

Effective Date:

Council Approval:

## 1. Policy Statement

The Council of the Corporation of the City of Cornwall has identified community consultation and participation as key priorities. Town Hall Meetings have been implemented to allow an open dialogue between residents and Council for a free exchange of ideas and information in an informal atmosphere.

## 2. Purpose

Town Hall meetings are to be based on a Question and Answer format with all members of the public welcome to pose questions and provide comments to Members of Council. However, all participants (Member of Council and the public) are expected to adhere to the meeting guidelines at all times.

## 3. Meetings

- a) Meetings may be held on dates designated by Council.
- b) The location may alternate between community facilities within the City of Cornwall.
- c) Meetings are to take place between 7:00 p.m. to 9:00 p.m. or as designated by the Chair.
- d) Meetings are to be chaired by the Mayor or designate.

- e) Meetings will be broken down in two sections. The first section will be comprised of current subjects on which members of Council would like to get public feedback. The second section will be comprised of subject matter the public would like to speak about.
- f) For the first section, where Council is looking for feedback, members of the public need not register but can attend and raise their hand to be recognized.
- g) For the second section, those wishing to address Council on a specific matter, must register to be added to the Agenda and must submit their questions, comments, concerns, feedback, or proposals to the City Clerk no later than 4:00 p.m. on the Tuesday before the upcoming Town Hall Meeting.

## 5. Meeting Format

- a) Chair opens meeting with introductory remarks
- b) Introduction of Council Members in attendance
- c) Review of Town Hall Meeting Guidelines
- d) Open floor to questions, comments, concerns, feedback, and proposals from the public
- e) Closing remarks by Members of Council
- f) Closing remarks by Chair
- g) Adjournment

## 6. Town Hall Meeting Guidelines

- a) Every member of Council shall conduct themselves with decorum and professionalism at all Town Hall Meetings in accordance with the provisions of the Procedural By-law, the Code of Conduct, and other applicable law.
- b) Members of Council and of the public shall foster a climate of mutual respect.

- c) In order to promote respect, members of Council and of the public shall listen to the ideas of each other without judgment, seek to understand the unique challenges to each other's viewpoints, provide constructive feedback when necessary, and encourage a collaborative relationship based on trust, kindness, and respect for individual perspectives.
- d) Town Hall Meetings are not a statutory requirement of Council. They are offered as an added opportunity for dialogue with the community grounded in the principles of transparency, responsiveness, participation, and collaboration.
- e) Breach of decorum may result in the microphones being turned off and/or the participant being asked to leave the meeting.
- f) All questions and comments are to be directed through the Chair and then to each member of Council for comment as appropriate.
- g) The Chair will designate who has the floor. Participants are asked not to interrupt or distract a speaker. The Chair may interrupt only to raise a point of order.
- h) Speakers are limited to five (5) minutes.
- i) Members of the public are limited to speak once.
- j) While members of the public may speak on any subject, Council cannot discuss items that reflect an identifiable individual, solicitor-client communications, or any other item dealt with under the open meeting exceptions as per the Municipal Act, 2001.
- k) Members of Council may discuss Municipal issues but may not advance Municipal business. A Councillor may take an item to a Regular Committee of the Whole meeting under New Business or Notice of Motion at a Regular Meeting of Council as per the Municipal Procedural By-law.

- l) Members of Council will make every effort to respond to all questions and comments. Where a Council member does not have all the relevant information at hand, information may be provided to the member of the public after the meeting or brought forward through the Committee of the Whole process.
- m) Members of Administration may attend the Town Hall Meetings, however, will not be permitted to participate.
- n) The Chair is responsible to ensure all participants comply with the Meeting Guidelines.

### Report Approval Details

Document Title:	Town Hall Meetings Policy - 2020-366-Corporate Services.docx
Attachments:	
Final Approval Date:	Nov 17, 2020

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

**Manon L. Levesque - Nov 17, 2020 - 10:39 AM**

**Geoffrey Clarke - Nov 17, 2020 - 10:57 AM**

**Maureen Adams - Nov 17, 2020 - 7:35 PM**

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

Department: Corporate Services  
Division: Clerk's Division  
Report Number: 2020-309-Corporate Services  
Prepared By: Manon Levesque, City Clerk  
Meeting Date: November 23, 2020  
Subject: Proxy Voting – Procedural By-law – Local State of Emergency

**Purpose**

To allow Council to decide whether to provide for proxy appointments.

**Recommendation**

That Council approve Option 1 or 2 as it relates to Proxy Voting for Members of Council as presented in Report 2020-309-CS.

**Background / Discussion**

Bill 197, is an Act to amend various statutes in response to COVID-19 and received Royal Assent on June 21, 2020, amends the Municipal Act, 2001,

The Procedural By-law passed under section 189 may provide that, in accordance with a process to be established by the clerk, a member of City Council may appoint another member of City Council as a proxy to act in their place when they are absent, subject to certain limitations.

This initiative is optional, and it is up to Council to decide whether to provide for proxy appointments.

Administration is seeking direction regarding the proxy appointments and is providing two options for Council's consideration.

Option 1: Maintain status quo. Do not amend the Procedural By-law to allow for Proxy Voting.

Option 2: Direct Administration to bring a report back to Council to amend the Procedural By-law to allow for Proxy Voting that includes a process clearly defining the rules and limitations.



Document Title:	Proxy Voting - Procedural By-law - Local State of Emergency - 2020-309-Corporate Services.docx
Attachments:	- Information sheet - Proxy Voting for Municipal Council Members.pdf
Final Approval Date:	Nov 18, 2020

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

**Manon L. Levesque - Nov 18, 2020 - 2:09 PM**

**Geoffrey Clarke - Nov 18, 2020 - 4:22 PM**

**Maureen Adams - Nov 18, 2020 - 6:52 PM**

# Proxy Voting for Municipal Council Members

July 2020

This document is intended to give a summary of complex matters. It does not include all details and does not take into account local facts and circumstances. This document refers to or reflects laws and practices that are subject to change. Municipalities are responsible for making local decisions that are in compliance with the law such as applicable statutes and regulations. This document applies only to those municipalities whose meeting rules are governed by the Municipal Act, 2001.

This document, as well as any links or information from other sources referred to in it, should not be relied upon, including as a substitute for specialized legal or other professional advice in connection with any particular matter. The user is solely responsible for any use or application of this document.

## Overview

The province is providing municipalities with the flexibility to choose to allow proxy votes for municipal council members who are absent. This power helps ensure continuing representation of constituents' interests on municipal councils when a member is unable to attend in person due to, for example, illness, a leave of absence, or the need to practice physical distancing.

Municipalities that wish to allow proxy voting must amend their procedure bylaws to allow a member of council to appoint another member of the same council to act in their place when they are absent.

## Optional and Flexible

Allowing proxy voting is optional and it is up to each municipality to determine whether to allow proxies for council and under what circumstances. If a municipal council chooses to allow proxy voting, it is up to each member to decide whether they wish to appoint a member of that council as a proxy or not if they are to be absent.

Municipalities have the flexibility to determine the scope and extent of proxy appointments including, for example, any local rules or limitations, the process for appointing or revoking a proxy, and how proxyholders may participate in meetings. Municipalities may wish to consider:

- how proxies may be established and revoked;
- circumstances where proxies may or may not be used; and
- how a proxyholder may participate in a meeting including voting, speaking, or asking questions on behalf of the appointing member.

If a municipality chooses to allow proxy voting, it would be the role of the municipal clerk to establish a process for appointing and revoking proxies. Municipalities may also wish to consider addressing proxy voting in their code of conduct or other local policies to help ensure that votes are appropriately cast and that the local process is followed.

Once a proxy has been appointed, the appointing member could revoke the proxy using the process established by the municipal clerk.

## Limitations

Limits to the proxy appointment process are set out in legislation. These include:

- A proxyholder cannot be appointed unless they are a member of the same council as the appointing member:
  - For upper-tiers, this means that a proxyholder has to be a member of the same upper-tier council as the appointee, regardless of lower-tier membership;

- A member cannot act as a proxyholder for more than one other member of council at a time;
- An appointed proxy is not counted when determining if a quorum is present;
- A member appointing a proxy shall notify the municipal clerk of the appointment in accordance with a local process established by the clerk; and
- When a recorded vote is taken, the clerk shall record the name and vote of every proxyholder and the name of the member of council for whom the proxyholder is acting.

Council member absence rules still apply. This means that a member's seat would become vacant if they are absent from the meetings of council for three successive months without being authorized to do so by a resolution of council.

## Accountability and Transparency

Members appointing proxies or acting as proxyholders are required to follow existing accountability and transparency requirements. For example, a member may not appoint a proxy or serve as a proxyholder on a matter in which they have a pecuniary interest under the *Municipal Conflict of Interest Act*. Municipalities may also want to consider transparency measures such as:

- communicating to the public who has appointed a proxy and who is serving as a proxy;
- publishing meeting agendas in advance so that proxies can be appointed, if needed, and potential conflicts of interest can be identified; and
- allowing members to participate electronically when not able to attend meetings in person rather than appointing a proxy.

For more information about existing accountability and transparency requirements, including the Municipal Conflict of Interest Act, codes of conduct and the role of the local integrity commissioner, please see the [Municipal Councillor's Guide](#).

## Contact

If you have questions regarding how these new provisions may impact your municipality, contact your local Municipal Services Office with the Ministry of Municipal Affairs and Housing.

- **Central Municipal Services Office**  
Telephone: 416-585-6226 or 1-800-668-0230
- **Eastern Municipal Services Office**  
Telephone: 613-545-2100 or 1-800-267-9438
- **Northern Municipal Services Office (Sudbury)**  
Telephone: 705-564-0120 or 1-800-461-1193
- **Northern Municipal Services Office (Thunder Bay)**  
Telephone: 807-475-1651 or 1-800-465-5027
- **Western Municipal Services Office**  
Telephone: 519-873-4020 or 1-800-265-4736

## Additional Resources

- Municipal Act, 2001: <https://www.ontario.ca/laws/statute/01m25>
- The Ontario Municipal Councillor's Guide: <https://www.ontario.ca/document/ontario-municipal-councillors-guide-2018>

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

Department: Planning, Development and Recreation  
Division: Economic Development  
Report Number: 2020-396-Planning, Development and Recreation  
Prepared By: Bob Peters, Division Manager  
Meeting Date: November 23, 2020  
Subject: COVID-19 Support Program for Local Small Businesses

**Purpose**

To seek Council's approval to enter into a Conditional Flow Through Grant agreement with the Business Advisory Centre Durham (BACD) for the purposes of providing COVID-19 support and assistance to local small businesses.

**Recommendation**

That Council approve entering into a Conditional Flow Through Grant Agreement with the Business Advisory Centre Durham (BACD) for the purposes of receiving funds to provide COVID-19 support and assistance to local small businesses.

**Financial Implications**

Implementation of this program will result in a net zero impact on the municipal budget.

**Strategic Priority Implications**

Economic development activities support the City of Cornwall Strategic Plan and help to establish Cornwall as the progressive sustainable choice along the St. Lawrence River in Eastern Ontario.

Economic development activities are guided by the Cornwall Economic Development Strategic Plan, which was adopted in 2016.

## **Background / Discussion**

The Government of Ontario is helping small businesses access direct local support by linking Ontario's 47 Small Business Enterprise Centres into the new Small Business COVID-19 Recovery Network. Through this network, Small Business Enterprise Centres will offer more individually tailored advice, planning, and tools to serve the needs of owners and entrepreneurs in their community.

Small Business Enterprise Centres (SBEC) can be found throughout Ontario, including Cornwall. The Cornwall Business Enterprise Centre serves Cornwall, SDG and Akwesasne.

The SBEC network was created over 25 years ago through a partnership between the Province and municipal Economic Development offices and other organizations. Today, SBECs provide practical assistance to encourage entrepreneurship and support business growth, along with administering programs such as Starter Company PLUS and Summer Company.

Earlier this year the Ontario Ministry of Economic Development, Job Creation and Trade established the \$50 million Ontario Together Fund (OTF) to support Ontario's response to the COVID-19 pandemic.

On October 2, 2020, the OTF signed a Conditional Grant Agreement with the Business Advisory Centre Durham (BACD) to provide all Ontario Small Business Enterprise Centres with funds to provide assistance to small businesses in responding to the COVID-19 pandemic.

The funds are being provided solely to enable SBECs to engage the services of advisors who will provide support and advice to small businesses, virtually or in person, on dealing with the impacts of COVID-19.

The Cornwall Business Enterprise Centre has been offered \$32,000 to undertake these support services, which must be completed by September 30th, 2021.

The Cornwall Business Enterprise Centre would use these funds to hire experts in a variety of fields (finance, legal, technology, marketing, etc.) to provide direct support to local small businesses.

The program would be designed to meet the following objectives:

- Help businesses to pivot their services and adjust to the effects of COVID-19
- Provide information on government programs and assist in preparing applications



- Assist in building business continuity plans and understanding digital business transformation
- Assist in automation of business processes, systems and models
- Connect businesses with professionals

It is anticipated that this program could be available to local business owners in Cornwall, SDG and Akwesasne as early as December 2020.



Document Title:	Agreement with the Durham Business Enterprise Centre - 2020-396-PDR.docx
Attachments:	
Final Approval Date:	Nov 17, 2020

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

**Mark A. Boileau - Nov 17, 2020 - 2:38 PM**

**Tracey Bailey - Nov 17, 2020 - 5:37 PM**

**Maureen Adams - Nov 17, 2020 - 7:56 PM**

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

Department: Infrastructure and Municipal Works  
Division: Environment  
Report Number: 2020-405-Infrastructure and Municipal Works  
Prepared By: Bill de Wit, Division Manager  
Meeting Date: November 23, 2020  
Subject: Repair of Wastewater Treatment Plant Travelling Bar Screen

**Purpose**

As indicated in the second quarter financial report presented to Council at their regular meeting of August 10, 2020, a subsequent report is to be provided to Council regarding the expenses incurred as a result of an emergency repair of the Wastewater Treatment Plant (WWTP) travelling bar screen. The purpose of this report is two fold; to provide Council with information regarding the failure of the bar screen; and, request Council direction with regard to allocation of funds to offset incurred costs pursuant to Section 4.3 of the Procurement of Goods and/or Services Policy.

**Recommendation**

That Council

- a. receive Report 2020-405-Infrastructure and Municipal Works
- b. authorize Administration to utilize funds from the Wastewater Works Reserve to offset this non-budgeted expenditure

## **Financial Implications**

Should Council approve the recommendations of this report, funds would be drawn from the Wastewater Works Reserve to offset costs incurred for the repair of the travelling bar screen. To date, repair costs total just under \$190,000.

As per the Reserves and Reserve Funds Policy, the Wastewater Works Reserve is set aside to allow for unforeseen events (both revenues and expenditures) that could impact levels of service.

As reported through the Third Quarter Financial Report to Council, the balance of the Wastewater Works Reserve at September 30, 2020 is \$3,842,312. The 2020 targeted balance of this Reserve is \$3,729,979.

## **Strategic Priority Implications**

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

## **Background / Discussion**

As part of the Second Quarter Financial Report, Administration informed Council that the automated travelling screen located in the raw sewage pump station at the WWTP experienced a major mechanical failure. Administration was to provide a subsequent report to update Council and provide funding recommendations associated with this emergency work.

Currently, all raw sewage captured within the entire municipal wastewater collection system is accumulated by what is referred to as the "interceptor trunk sewer main". The 48-inch (1,200 mm) interceptor trunk main commences under the corner of Brookdale Avenue and Water Street, proceeds eastward under Water Street/Montreal Road and concludes at the raw sewage pump station. The raw sewage pump station is the structure located at the foot of the WWTP driveway entrance, on the south side of Montreal Road immediately adjacent to the St. Lawrence River.

All sewage collected by the interceptor is passed through a preliminary screening process at the raw water pump station. The screening device, described as the travelling bar screen, traps floatable debris (sanitary wipes, cleaning swiffers, paper towels etc.) from the incoming raw sewage. This debris has the potential to become entangled in pumps and/or treatment equipment and could result in plugging and/or possible equipment damage and/or process deficiencies. The travelling bar screen is approximately 40 feet tall and 4 feet wide and is comprised of a number of moving metal screen collection panels which trap floatable debris discharging from the mouth of the interceptor. The unit is secured in a vertical guide rail system within the wet well of the raw sewage pump station. The guide rail is designed to allow the travelling screen to be slid in or out of the wet well when necessary. Below is a picture which provides some perspective on the size and configuration of the travelling bar screen.



The moving screen panels are connected to chain links guided on tracks within the superstructure of the bar screen. The chain is driven by a motor which is timed to move the panels upwards every two hours or move when a specified sewage level set point is attained. When the timing interval is achieved, the screen panels move slowly upward from the subsurface interceptor discharge carrying the trapped debris out of the raw sewage and depositing the waste into a dumpster for subsequent disposal at the landfill.

On Saturday, May 16, 2020, alarms notified WWTP staff that the travelling bar screen was not operating. It was determined that the lower screen panels in the interceptor discharge area had been blocked with trapped debris. It appeared that one or more of the moving screen panels had become jammed somewhere below the surface level of the raw sewage. The blockage of the screen caused the interceptor pipe to backup with raw sewage. This backup resulted in a small quantity of untreated raw sewage bypassing directly into the St. Lawrence River. The spill was reported to the Ministry of Environment, Conservation and Parks.

In order prevent further bypass of untreated sewage, WWTP management immediately ordered the rental of high capacity, portable sewage pumps to convey raw sewage around the inoperable travelling screen. Installation of the pumps instantly prevented further bypass of raw sewage and the pumps also did manage, over the course of days, to slowly lower sewage levels in the interceptor thereby alleviating potential basement flooding. Lowering the level of the incoming sewage also eventually allowed WWTP staff to visually assess damage to the bar screen. It appeared that components of the travelling bar screen superstructure had somehow twisted thereby causing the moving screen panels to jam in their tracks.

WWTP staff contracted mechanical and millwright staff from a local company to assist in the repair of the travelling bar screen in place. All attempts to repair the bar screen were hindered by fluctuating volumes of incoming raw sewage generated during various times of the day. Several efforts over several days to repair the unit in place failed. As attempts to repair the unit in place were unsuccessful, the decision was made to remove the bar screen from the wet well. Removal of the bar screen proved extremely difficult as it was subsequently learned that the bar screen had been fastened within the lower portion of the guiderails well below the surface level of the raw sewage. This prevented the bar screen to slide upward out of the guide rails and out of the wet well. The removal

process was also problematic due to the twisted superstructure components of the bar screen jamming within the guiderails. These issues were also compounded by the pressure of the incoming raw sewage forcing against the blocked portion of the screen. A crane capable of lifting 20 tonnes was employed to raise the screen from the wet well. Numerous attempts were made before the bar screen finally broke free. The entire effort associated with repair attempts and removal occurred over a six-day period.

Upon subsequent inspection, it was determined by the manufacturer of the bar screen, that repairs could be performed to make the unit fully operational. Management staff have authorized the work which has required the bar screen to be transported for repair at the manufacturer's facility in Saginaw, Michigan. It is anticipated that the repaired travelling bar screen will be shipped back to Cornwall for reinstallation during the week of November 30. In the meantime, WWTP staff manually clean a backup, non mechanized bar screen on a daily basis.

Although not confirmed, the cause of the failure is suspected to be a result of large quantities of used sanitary wipes being disposed into the sewage system. It is believed that residents are disposing substantially more sanitary wipes which had been used to implement disinfection procedures in an effort to prevent contraction of the COVID-19 virus. It is suggested that a large influx of used sanitary wipes accumulated on the lower bar screen panels resulting in excessive pressure exerted on the blocked screen panels by incoming sewage causing failure of the bolts securing the guide rail system to the wet well concrete walls. This in turn caused components of the travelling bar screen superstructure to twist when the panels attempted to move upward.

A synopsis of expenditures incurred associated with the repair of the damaged travelling bar screen are as follows:

Sewage pump rentals	\$31,163
Mechanical/millwright contracted services	61,895
Repair of travelling bar screen	80,976
Mechanical/millwright contracted services (reinstallation estimate)	10,000
Applicable taxes	<u>3,239</u>
Total	\$187,273

Document Title:	Waste Water Treatment Plant Travelling Bar Screen Repair - 2020-405-Infrastructure and Municipal Works.docx
Attachments:	
Final Approval Date:	Nov 17, 2020

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

**Bill de Wit - Nov 17, 2020 - 3:42 PM**

**Tracey Bailey - Nov 17, 2020 - 6:20 PM**

**Maureen Adams - Nov 17, 2020 - 8:08 PM**



**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**By-law 2020-145**

Department: Social and Housing Services  
Division: Social Services  
By-law Number: 2020-145  
Report Number: 2020-229-Social and Housing Services  
Meeting Date: November 23, 2020  
Subject: A By-law to authorize The Corporation of the City of Cornwall to renew the Comprehensive Service Agreement with the Canadian Red Cross for assistance during a Minor and Major Disaster from 2021-2026 and to repeal By-Law 2016-059

Whereas the Social and Housing Services Department wishes to replace By-law 2016-059: and

Whereas Section 3(1) of the Emergency Management and Civil Protection Act requires that each Municipality formulate an emergency plan governing the provision of necessary services during an emergency and the procedures under and manner in which employees of the municipality and other persons will respond to the emergency, and where the council of the municipality shall by by-law adopt the emergency plan; and

Whereas the Social and Housing Services Department is planning and preparing for emergencies; and

Whereas the renewal of the comprehensive services agreement between interested parties is an important component of emergency preparedness; and

Whereas the Red Cross will provide a Personal Disaster Assistance Team during a minor disaster (usually non-declared) affecting 20 or fewer persons for a maximum period of 72 hours; and

Whereas the Red Cross (when asked), without cost to impacted individuals, will provide services like comfort kits, registration and inquiry, family reunification, lodging, food, referrals, and transportation needs during a major disaster (declared emergency); and

Whereas it is necessary and best practice to renew the comprehensive agreement with the Canadian Red Cross to cover services during both a minor and major disaster; and

Whereas these services will be provided in addition to the City of Cornwall in the United Counties of Stormont, Dundas and Glengarry.

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 renew the comprehensive Service Agreement with the Canadian Red Cross, for a five year period commencing in the year 2021 and terminating in the year 2026 for the purpose of providing assistance where required during a minor or major disaster.
2. That the Mayor and Clerk be and are hereby authorized to execute all documents to complete this matter.

Read, signed, and sealed in open Council this 23rd day of November, 2020.

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Manon L. Levesque  
City Clerk

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Bernadette Clement  
Mayor

### Report Approval Details

Document Title:	By-law 2020-xxx - Red Cross Disaster Management Agreement By-Law - 2020-229-Social and Housing Services.docx
Attachments:	
Final Approval Date:	Nov 18, 2020

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

**Mellissa Morgan - Nov 12, 2020 - 2:28 PM**

**Tracey Bailey - Nov 14, 2020 - 1:00 PM**

**Maureen Adams - Nov 18, 2020 - 11:53 AM**

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

Department: Social and Housing Services  
Division: Social Services  
Report Number: 2020-230-Social and Housing Services  
Prepared By: Meena Mullur, Program Supervisor, Social Housing Division  
Meeting Date: November 23, 2020  
Subject: Note – By-law to authorize The Corporation of the City of Cornwall to enter into a Comprehensive Service Agreement with the Canadian Red Cross for assistance during a Minor and Major Disaster

**Purpose**

To renew the comprehensive service agreement with the Canadian Red Cross to assist with emergency services during both a minor and a major disaster.

**Background / Discussion**

The Social and Housing Services Department is committed to planning and preparing for emergencies as they are required to provide emergency social services during an emergency.

As the Corporation is the Consolidated Municipal Service Manager (CMSM) for Social Services, the Social and Housing Department is identified to provide specific emergency social services in eight (8) Emergency Plans (The City of Cornwall, the United Counties or Stormont, Dundas and Glengarry, the Township of North Dundas, the Township of South Dundas, the Township of North Stormont, the Township of South Stormont, the Township of North Glengarry, and the Township of South Glengarry).

The Canadian Red Cross is recognized officially as an auxiliary to the public authorities in providing protection and assistance to Disaster-Affected people and has the resources and mandate to assist in the provision of disaster relief.

Currently, the City of Cornwall has a signed service agreement with the Canadian Red Cross which expires December 31, 2020.

### **Recommendations**

In an effort to plan effectively for an emergency, it is the recommendation of the Social and Housing Services Department that Council approve the renewal of the comprehensive service agreement with the Canadian Red Cross. This will ensure procedures and practices are in place, in advance, to address disasters within the City of Cornwall and the United Counties of Stormont, Dundas and Glengarry.

### Report Approval Details

Document Title:	Note - Red Cross Disaster Management Agreement - 2020-230-Social and Housing Services.docx
Attachments:	- Emergency Management Agreement CRCS - City of Cornwall - Nov 9.pdf
Final Approval Date:	Nov 18, 2020

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

**Mellissa Morgan - Nov 12, 2020 - 2:29 PM**

**Tracey Bailey - Nov 14, 2020 - 1:01 PM**

**Maureen Adams - Nov 18, 2020 - 11:54 AM**

# EMERGENCY RESPONSE SERVICES AGREEMENT

This Agreement is made as of November 9<sup>th</sup>, 2020 between:

**THE CORPORATION OF THE CITY OF CORNWALL, ONTARIO**

As Consolidated Municipal Service Manager  
(Providing Social Services to the City of Cornwall, Stormont, Dundas and Glengarry)  
("Municipality")

and

**THE CANADIAN RED CROSS SOCIETY,**

a not-for-profit corporation and registered charity incorporated under the laws of Canada,  
having its head office in Ottawa, Ontario  
("CRC")

**WHEREAS:**

- A. The Municipality is responsible for safeguarding and protecting the health, safety and security of its citizens, including provision for basic needs, shelter and emergency relief, in accordance with the *Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9*
- B. The Municipality wishes to retain the CRC to support Level 1, (levels as defined herein), or personal emergency events within its jurisdiction to support relief and recovery of individuals and families impacted by smaller scale events.
- C. In accordance with the Act, in the case of a Level 2, and in some cases a Level 3 event, the Municipality acts as the local authority and has the right to declare a state of local emergency and may do all acts and implement all procedures that it considers necessary to prevent and respond to a disruptive event. In furtherance of this, the Municipality wishes to retain the CRC to support its preparedness, response, and recovery in the case of a disruptive event of this magnitude.
- D. In accordance with the Act, in the case of a Level 4 and 5 events (and in some cases a Level 3), the Province may declare a state of emergency. In such a circumstance there would be increased coordination between impacted local authorities, as well as greater direction from Provincial authorities given the scale and complexity of the response. In such a circumstance, the Municipality remains responsible for its citizenry and related preparedness and response efforts. In furtherance of this, the Municipality wishes to retain the CRC to support its preparedness, response, and recovery in the case of a disruptive event of this magnitude.
- E. In addition to providing the emergency response and recovery services as set out above, at the request of the Municipality and should the CRC accept such an activation in accordance with this Agreement, the CRC may also, upon its own discretion, provide additional supports with public funds as the CRC has the mandate to assist in the provision of emergency relief in its role as auxiliary to public authorities.

- F. Finally, the Municipality recognizes that in the CRC may be activated by the Province, pursuant to a provincial funding relief and recovery agreement, following a declaration of a state of emergency, and in such a circumstance, the Municipality and the CRCS commit to working together to support affected populations within the authority of the Municipality in accordance with the terms and conditions set out herein as they relate to coordination not service activation and reimbursement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein, the Municipality and CRC (each, a “**Party**” and together, the “**Parties**”) agree as follows:

## **1. INTERPRETATION**

### **1.1 In this Agreement:**

- a) “**Agreement**” means this agreement, its schedules and all instruments supplemental hereto or in amendment or confirmation hereof; “**herein**”, “**hereof**”, “**hereto**”, “**hereunder**” and similar expressions shall mean and refer to this Agreement and not to any particular Article, Section, subsection or other subdivision; and “**Article**”, “**Section**”, “**subsection**” or other subdivision of this Agreement shall mean and refer to the specified Article, Section, subsection or other subdivision of this Agreement;
- b) “**Business Day**” means a day on which the Municipality’s and CRC's offices are open for operations and excludes Saturday, Sunday and any other day which is a statutory or legal holiday in Canada.
- c) “**Calendar Day**” means all days in a month, including weekends and holidays.
- d) “**CRC Personnel**” means staff and volunteers who are affiliated with CRC.
- e) “**Duty Officer**” means a person designated by CRC as the point of contact for Notification of an Emergency in accordance with Schedule “D” of this Agreement.
- f) “**Eligible Expenses**” means training and emergency response costs incurred in the provision of Services (as that term is defined below) and when retained directly by the Municipality for service delivery, as per Whereas B, C and D above, which the Municipality agrees to reimburse the CRC for when activated in accordance with the Eligible Costing Schedule.
- g) “**Emergency**” means an urgent and critical situation, or impending situation, of a temporary nature caused by an accident, an intentional act, the forces of nature or other causes that constitutes a danger to persons or property. This applies to all Response Levels.
- h) “**Emergency-Affected Person**” means any person whose life is disrupted during an Emergency identified in a Notification. Emergency-Affected Persons include individuals affected in their homes, individuals who must be evacuated on an emergency basis as a preventive measure, and individuals who are required to comply with quarantine measures.



- i) **“Emergency Management Ontario”** or **“EMO”** or the **“Province”** means the Province of Ontario’s lead coordinating agency for all emergency management activities, and the agency providing support and guidance to the emergency programs of local authorities.
- j) **“Emergency Site”** means any location used to provide Services to Emergency-Affected Persons and may include reception centers and group lodging.
- k) **“Disaster Recovery Assistance”** means a community-based provincial emergency response program which provides short-term temporary services for Emergency-Affected Persons to help people begin to re-establish themselves as quickly as possible after an Emergency.
- l) **“Force Majeure”** means an unforeseen circumstance distinct from the Emergency triggering the Services, though a Force Majeure may directly or indirectly result from such an Emergency, which prevents a Party from performing its obligations under this Agreement, despite such Party’s reasonable preparedness and reasonable business efforts. Force Majeure may include act of God, fire, flood, war, terrorism, strikes or labour difficulties or governmental enactment.
- m) **“Geographic Area”** means the geographic area covered by the incorporated Municipality of the City of Cornwall and the United Counties of Stormont, Dundas and Glengarry.
- n) **“Notify”**, **“Notified”** or **“Notification”** means a process of informing CRC of the existence and circumstances of an Emergency and requesting Services, as set out in Schedule “D” of this Agreement.
- o) **“Personal Information”** means recorded information about an identifiable individual other than contact information.
- p) **“Record”** and **“Records”** includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical, or other means, but does not include a computer program or any other mechanism that produces records.
- q) **“Response Levels”** means the nature and scale of an Emergency as determined by a CRC:

**Within the Scope of a Local Emergency**

**Level 1: Personal Disaster Response** - A small, localized event, with unlikely further impacts such as contagion, for example impacting up to 25 people.

**Level 2: Local Response** – A significant event, with unlikely further impacts such as contagion, impacting 25-500 people within one municipality or district, in this case the Geographic Area.

**Likely Within the Scope of a of an Emergency at a Provincial Level**

**Level 3: Regional/Provincial Response** - A major emergency impacting 500-10,000 people in more than one municipality or a larger geographic area

**Level 4: Major Response** – A major emergency impacting up to 100,000 people in a very large area or more than one province.

**Level 5: Catastrophic Response.** – A major emergency with overwhelming devastation impacting more than 100,000 people and a wide geographic area.

- r) **“Services”** means the emergency services to be provided in the Geographic Area to Emergency-Affected Persons by CRC under this Agreement, as more particularly set out in Schedule “A”. CRC Personnel may deploy outside the Geographic Area pursuant to a mutual aid agreement entered into by the Municipality, subject to availability and at the sole discretion of CRC.

1.2 **Preamble.** The preamble is incorporated herein by reference and is deemed to be an integral part of this Agreement.

1.3 **Schedules.** This Agreement includes all of the Schedules annexed to it (listed below), the terms and conditions of which are expressly incorporated herein and form a part hereof:

Schedule “A” – Description of Services  
Schedule “B” – Payment and Reporting Schedule  
Schedule “C” – Eligible Costing  
Schedule “D” – Notification Protocol  
Schedule “E” – Fundamental Principles  
Schedule “F” – Expense Breakdown

1.4 **Gender.** Any reference to any gender shall include all genders and words used herein importing the singular number only shall include the plural and *vice versa*.

1.5 **Headings.** The division of this Agreement into Articles, Sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect, nor be utilized in the construction or interpretation of, this Agreement.

## **2. PURPOSE OF AGREEMENT**

2.1 The purpose of this Agreement is to establish parameters for collaboration between the Municipality and CRC, including cost recovery for the provision of Services, to ensure mitigation/preparedness, response, recovery and resiliency assistance in the event of an Emergency. CRC will provide aid to Emergency-Affected Persons in accordance with its role and capacity as outlined in this Agreement.

2.2 Nothing in this Agreement shall prevent CRC from providing humanitarian assistance to citizens of the Municipality, in an Emergency or otherwise, on its own initiative and at its own expense, separate and apart from this Agreement, provided that in doing so CRC does not compromise the performance of its obligations hereunder. CRC may fundraise for such purposes.

### **3. TERM**

- 3.1 The right to request Services under this Agreement shall commence on January 1<sup>st</sup>, 2021 and shall expire on December 31<sup>st</sup>, 2025 unless terminated earlier in accordance with the provisions of this Agreement (the “**Term**”).
- 3.2 The Municipality recognizes that the CRC is required to build capacity to meet the terms and conditions and to provide the Services as set out herein. The capacity to offer delivery of all the Services, at the standards set out herein, will occur no earlier than ninety (90) days from the signing of this Agreement, at a mutually agreed upon date as set out in a operational plan. During this transition, CRC will endeavor to support the Municipality in the provision of Services to the best of its ability.
- 3.3 **Renewal Planning.** The Parties shall endeavour to meet at least six (6) months prior to the expiry of this Agreement to discuss and negotiate a new agreement.

### **4. OBLIGATIONS OF CRC**

#### **4.1 Preparedness.**

- a) CRC will recruit, select and train a volunteer-based workforce to have ready-to-respond CRC Personnel available to deliver Services. All CRC volunteer personnel providing Services under this Agreement will be registered as Public Safety Lifeline volunteers and are expected to follow applicable standards, policies and training requirements of both the Government of Ontario and the CRC when carrying out the Services set out in Schedule “A”.
- b) CRC will stock and maintain supplies and logistics capacity as required to provide the Services; and
- c) CRC will participate in City-led emergency preparedness exercises, activities and/or meetings, as mutually agreed upon from time to time.

#### **4.2 Emergency Response.**

- a) This Agreement is applicable to the provision of Services for all Response Levels.
- b) The CRC will provide the Services as set out in Schedule ‘A’ on behalf of the Municipality for Level 1 & 2 if retained pursuant to the Notification Protocol, and mutually agreed between the Parties, and the CRC will bill in accordance with the reporting schedule as set out it Schedule ‘B ’ and in accordance with eligible costing set out in Schedule ‘C’.
- c) The CRC will support the provision of the Services as set out in Schedule ‘A’ on behalf of the Municipality for Level 3 if retained pursuant to the Notification Protocol, and mutually agreed between the Parties, and the CRC will bill in

accordance the reporting schedule as set out in Schedule 'B' and in accordance with eligible costing set out in Schedule 'C'. This would be in coordination with the provincial response structure. In the case that the CRC would need to bring in additional surge capacity this would be subject to approval for cost recovery by the Municipality.

- d) In the particular case of a Level 4 & 5 Response, and potentially a Level 3 as well where there is a declaration of an emergency, the CRC will have the capacity to provide Services for the benefit of the Municipality, however this will be subject to the funds the CRC raises, the commitment by the Province to fund Services, and/or the capacity of the Municipality to retain the CRC for Service delivery within its Geographic Area. The Services and costing are set out in Schedule "A"; however, activation may require a subsequent negotiation on coordination, costing and a further agreement may be required if it diverges from the terms set out herein.
- e) This Agreement will apply upon (i) Notification by the Municipality (ii) being advised of the means for billing and compensation, and (iii) the agreement by the CRC to activate, at which time CRC will supply the requested Services in response to an Emergency (subject to the terms and conditions set out herein).
- f) CRC will communicate and coordinate with the Municipality, and will keep the Municipality apprised of the provision of Services during the Emergency; and
- g) CRC will ensure that CRC Personnel and equipment are clearly identified with the CRC's logo, where possible.

#### 4.3 **Limitation.**

- a) The Parties understand that CRC's workforce may rely on volunteers and recognize that the availability of personnel may be reduced in exceptional circumstances despite the reasonable efforts of CRC.
- b) At any time during an Emergency, CRC may give notice that it will withdraw, reduce or limit its services in the event conditions are such that CRC is unable to provide Services without compromising the health or safety of CRC Personnel.
- c) CRC shall endeavour to keep the Municipality informed and to coordinate with the Municipality with respect to any anticipated or actual limitations on its provision of Services.
- d) In the case of a Level 4 and 5 event, or concurrent events, the CRC reserves the right to limit its Service offering as set forward in Schedule 'A'.

## **5. OBLIGATIONS OF THE MUNICIPALITY**

### **5.1 Preparedness.**

- a) To ensure an efficient and robust emergency response, the Municipality will inform its staff and intra-governmental counterparts of CRC's role, including taking reasonable steps to document and recognize the role of CRC in any relevant emergency or other plans.
- b) The Municipality will invite CRC to participate, as appropriate, in Municipality-led exercises, activities and/or meetings focusing on emergency preparedness.
- c) The Municipality will designate locations as Emergency Sites to be used by CRC in an Emergency response, and will provide CRC with a list of such designated Emergency Sites from time to time, or at the latest as soon as possible upon Notification of an Emergency.
- d) The Municipality will be responsible for ensuring that any licenses, approvals or permits necessary to operate the Emergency Sites are obtained.

### **5.2 Emergency Response**

- a) The Municipality may call on the assistance of CRC pursuant to this Agreement in the event of an Emergency.
- b) Where the Municipality calls on CRC pursuant to the above subparagraph, the Municipality shall request that CRC provide Services to Emergency-Affected Persons by issuing a Notification, using the protocol as described in Schedule "D".
- c) Where the Municipality believes an Emergency is or may be imminent, the Municipality may request that the CRC go on "stand by" to be ready to respond if the Emergency occurs ("**Stand By**"). Stand By requests shall be made using the Notification process described in Schedule "D".
- d) The Municipality will communicate and coordinate with CRC, and will keep CRC informed of information relevant to its role in providing Services, including sharing in a timely and comprehensive manner data to inform the delivery of services (as described in Schedule "D"), if available and as applicable.

## **6. REPORTING**

### **6.1 CRC shall report to the Municipality as set out in Schedule "B".**

### **6.2 For activities funded under this Agreement, the CRC shall keep and maintain in accordance with generally accepted accounting standards books, records and accounts relating to this Agreement and the cost of the Services and shall, upon reasonable notice, provide to the Municipality these documents to examine, audit and make copies.**

## **7. FINANCIAL SUPPORT**

- 7.1 **Annual Financial Support for Preparedness.** To enable CRC to build and maintain its capacity to discharge its responsibilities under this Agreement, the Municipality agrees to make an annual contribution to CRC of \$8,500 the first three years of the agreement and \$9,500 for the remaining two that the agreement is in effect. The annual contribution will be due within ninety (90) Calendar Days of the date of that the Agreement comes into force, and in each March thereafter, upon invoice by CRC.
- 7.2 **Cost Recovery for Emergency Response Services.** In addition to the annual contribution, CRC will seek reimbursement from the Municipality for Eligible Expenses, including administrative costs, in relation to the provision of Services in accordance with Schedule “C”, including expenses relating to volunteers and direct assistance to Emergency-Affected People.
- 7.3 The City shall provide the CRC with the Financial Reimbursement on the basis set out in Schedule ‘C’
- 7.4 To better assist Emergency-Affected Persons, CRC may organize fundraising campaigns and the allocation of any fundraising revenues shall be in CRC’s sole and absolute discretion.

## **8. INDEMNITY**

- 8.1 Each Party shall indemnify and save harmless the other Party, its employees, volunteers, subcontractors, and agents from any loss, damage, claim, cost or expense, including legal fees, that the other Party may incur pursuant to any third-party claim, demand, action, charge, complaint, prosecution or other proceeding that may be made against or affect the indemnified Party to the extent arising from:
- a) the indemnifying Party’s breach of this Agreement; or
  - b) a wrongful or negligent act or omission on the part of the indemnifying Party, or of its employees, volunteers, subcontractors, agents, or others for whom it is in law reasonably responsible, in the performance of this Agreement or the rendering of the Services.
- 8.2 The indemnified Party shall promptly notify the indemnifying Party of any claim covered by this section; shall allow the indemnifying Party to conduct and control, at the indemnifying Party's sole cost and expense, the defence of such claims and any related settlement negotiations; shall afford all reasonable assistance to the indemnifying Party (at the indemnifying Party's sole cost and expense); and shall make no admission prejudicial to the defence of such claims.

## **9. INSURANCE**

- 9.1 Each Party shall, at its sole cost and expense, take out and keep in force throughout the Term of this Agreement commercial general liability insurance covering all acts and omissions of its employees and volunteers in respect of loss by or injury to third parties (including, in the case of

the Municipality, CRC Personnel), arising from the acts or omissions of such Party in connection with this Agreement, both coverage's to a limit of at least Ten Million Dollars (\$10,000,000.00) per Disaster, or such lesser amount as is approved by the Society. The policy will include CRCS as an Additional Insured and will contain a Cross Liability and Severability of interest clause. Certificates of insurance will be delivered promptly to the CRCS, on request, throughout the Term of this Agreement.

- 9.2 Each policy of insurance must be endorsed to provide thirty (30) days' notice to CRCS in the event of cancellation by the insurer. Additionally, the Municipality must provide the CRCS with thirty (30) days written notice of its intention to cancel or not renew the policy
- 9.3 The CRCS shall, at its sole cost and expense, take out and keep in force throughout the Term of this Agreement commercial general liability insurance covering all acts and omissions of its employee and volunteers in respect of loss by or injury to third parties, including Municipality staff and volunteers, arising from those acts or omissions in the course of this Agreement, to a limit of at least Ten Million Dollars (\$10,000,000.00) per Disaster, or such lesser amount as is approved by the Municipality. The policy will include the Municipality as an Additional Insured and will contain a Cross Liability and Severability of interest clause Certificates of insurance will be delivered promptly to the Municipality from time to time, on request, throughout the Term of this Agreement.
- 9.4 Each policy of insurance must be endorsed to provide thirty (30) days' notice to the Municipality in the event of cancellation by the insurer. Additionally, the CRCS must provide the Municipality with thirty (30) days written notice of its intention to cancel or not renew the policy.

## **10. TERMINATION**

- 10.1 Either Party may terminate this Agreement for convenience upon 60 days written notice however all costs related to a scale down of Services which may take longer than 60 days during and active response shall be Eligible Expenses.
- 10.2 Either Party may terminate this Agreement immediately for cause if the other Party is in breach of a material provision of this Agreement and such breach has not been cured in a reasonable time following written notice to such other Party or is by its nature incapable of being cured. A reasonable time shall be thirty (30) days, or such other time as is reasonable in the circumstances.
- 10.3 On termination:
  - a) The Municipality shall pay any financial obligations (i) incurred prior to termination and (ii) for all Services performed, including costs to the CRC to wind down Services, which may extend beyond the date of termination.
- 10.4 **Survival.** Provisions of this Agreement which are expressly or impliedly intended to remain in force after termination shall do so, including without limitation the provisions regarding

retention of records, indemnity, financial obligations upon termination, confidentiality, privacy and intellectual property.

## 11. NOTICE

- 11.1 Contractual notices, requests, demands, or other communications (collectively called “**Notices**”) hereunder shall be given in writing by personal delivery, by postage prepaid registered mail, or by email. **Requests and communication regarding the activation and provision of Services or Stand By (Notification) are not governed by this Section but are governed by the protocol set out in Schedule “D”.** The address of each Party for contractual Notice shall be as follows,

**CRC:**

Tanya Elliott  
Vice President, Ontario  
Canadian Red Cross  
5700 Cancross Court  
Mississauga, Ontario L5R 3E9

**City:**

City of Cornwall  
Meena Mullur  
Social & Housing Services Department  
340 Pitt St.  
Cornwall, Ontario K6H 6P6

or at such subsequent address given by such Party to the other Party by Notice in writing from time to time.

- 11.2 All Notices shall be deemed to have been received when delivered by hand or transmitted by email or, if mailed, ten (10) Business Days after the day of the mailing thereof, excluding any time during which the normal mail service is interrupted by strikes or other irregularities.

## 12. CONFIDENTIALITY

- 12.1 “**Confidential Information**” means any information or material that relates to a Party’s business and affairs, including CRC client lists and information related to the suspension or termination of this Agreement, which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information or the circumstances of disclosure, to be confidential. Confidential Information does not include information that (i) is in the public domain at the time of its communication; (ii) is independently developed by each Party; (iii) entered the public domain through no fault of the receiving Party subsequent to communication with the other Party; (iv) is in possession of the receiving Party free of any obligation of confidence at the time it was communicated to the receiving Party; or (v) is communicated to the receiving Party by a third party under no legal obligation to maintain the confidentiality of the information.
- 12.2 Each Party shall not disclose the other Party’s Confidential Information without express written consent or unless required by law, nor make use of the other Party’s Confidential Information except in the performance of this Agreement. Each Party shall protect the other Party’s Confidential Information from transfer or disclosure by the same measures that it uses to protect its own confidential information, but in any event by not less than reasonable measures. Where disclosure is required by law, prior to disclosure, the Parties will discuss the legal requirement



and jointly determine amount and type of Confidential Information, if any, which must be disclosed in order to comply with the law.

- 12.3 **Access to Information Requests.** The Parties acknowledge they may be subject to access to information legislation. Where such a request is received, the other Party shall be notified and given sufficient time and opportunity to object with regard to their own Confidential Information in writing prior to the release of any information, in accordance with and as permitted under the applicable legislation.

### 13. **PRIVACY**

- 13.1 Each Party shall act in accordance with their respective privacy policies and applicable privacy laws.

### 14. **INTELLECTUAL PROPERTY**

- 14.1 The Red Cross emblem consists of a red cross on a white background and is universally recognized as a symbol of protection and neutrality. The Canadian Red Cross Society Logo is the Red Cross emblem plus the phrase “Canadian Red Cross” or “Croix-Rouge canadienne”, as set out in CRC’s graphic standards.
- 14.2 The Municipality may not use the logo, name or emblem of CRC without CRC’s prior review and written approval. Use of the emblem alone is strictly prohibited.
- 14.3 **Intellectual Property and Copyright.** Each Party shall own exclusively all information and material created or prepared by it in its performance of this Agreement. For greater clarity, CRC retains the intellectual property rights, including, copyright and exclusive right of use for its own service provision methods, document templates, emergency management training techniques and all materials related to these functions.

### 15. **DATA OWNERSHIP**

- 15.1 **With Regard to Level 3, Level 4 and Level 5 Response and Records of Emergency-Affected Persons.** Without limiting the generality of Section 14.3, the CRC shall establish, and maintain, records of all Emergency-Affected Persons who are registered. These records shall include, for each person, as provided, (i) names of all family members, (ii) primary residence address, (iii) emergency address (where evacuation orders are in place); and (iv) contact phone number if available. Records will also include supporting documentation, the basis for assistance, and payment amounts. Such records will be in the CRC’s care, custody and control. If requested, the CRC can provide an export of the anonymized records.
- 15.2 **With Regard to Level 1, and Level 2 Response and Records of Emergency-Affected Persons.** CRC shall establish, and maintain, records of all Emergency-Affected Persons who are registered. These records shall include, for each person, as provided, (i) names of all family members, (ii) primary residence address, (iii) emergency address (where evacuation orders are in place); and (iv) contact phone number if available. After the conclusion of the Emergency, CRC shall, if requested in writing, deliver to the Municipality all records of all Emergency-

Affected Persons to whom Services were provided. CRC shall endeavor to share the records with the Municipality on a routine basis from the outset of the operation.

## **16. FORCE MAJEURE**

- 16.1 The interpretation of the contractual rule of Force Majeure under this Agreement shall take into account that this Agreement is intended to be performed in circumstances of Emergency. The Parties confirm that the performance of their obligations is intended to be provided in such circumstances, and any failure of performance shall be assessed in that context.
- 16.2 Neither Party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to Force Majeure and the Party has promptly notified the other Party of the Force Majeure circumstance. In the event of a Force Majeure, the Parties shall consult with one another on the appropriate action to be taken, which may include temporary suspension of certain provisions of this Agreement for the duration of the Force Majeure, or termination of this Agreement. Suspension of any provision of this Agreement shall be reviewed on a periodic basis but at least once every three (3) months. If the force majeure condition continues for more than sixty (60) days, either Party may terminate this Agreement upon written notice to the other Party.

## **17. GENERAL PROVISIONS**

- 17.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and, except as expressly set out herein, supersedes all other or prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties in respect of the subject matter.
- 17.2 **Amendments.** This Agreement may be amended only by written instrument executed by the Parties.
- 17.3 **Media Communications.** No Party shall make any press release, public announcement or other public commentary relating to this Agreement, the Services or the other Party without prior consultation with and the approval of the other Party.
- 17.4 **Fundamental Principles.** The Parties shall carry out this Agreement in accordance with the Fundamental Principles of the International Red Cross and Red Crescent movement, attached hereto as Schedule “E”.
- 17.5 **Relationship of the Parties.** The relationship of CRC to the Municipality in performing the Services under this Agreement is that of independent entities, and nothing in this Agreement is to be construed as creating an agency, partnership or joint venture relationship between CRC and the Municipality.
- 17.6 **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. CRC may, in its discretion, subcontract the performance of Services, which shall not affect CRC’s responsibility for the performance of its obligations under this Agreement.

- 17.7 **Dispute Resolution.** The Parties shall make reasonable efforts to settle by negotiation, with or without the assistance of a mediator, any dispute that arises as a result of any claim or controversy in connection this Agreement.
- 17.8 **No Waiver.** No waiver by any Party of any breach by the other Party of any of its obligations hereunder shall be a waiver of any subsequent breach of the same or any other obligation, nor shall any forbearance in seeking a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.
- 17.9 **Severance.** Any provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions.
- 17.10 **Time is of the Essence.** Time shall be of the essence in all provisions of this Agreement.
- 17.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.
- 17.12 **Governing Law.** This Agreement shall be interpreted in accordance with, and governed by, the laws of the province where the Municipality is located and the federal laws of Canada applicable therein, excluding conflict of law provisions.

**IN WITNESS WHEREOF** each of CRC and the Municipality have caused this Agreement to be signed and delivered by its duly authorized representative:

**For the CRC:**

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**For the CRC:**

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**For the CRC:**

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**For the Municipality:**

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Bernadette Clement, Mayor

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Manon Levesque, Clerk

## **SCHEDULE “A”**

### **DESCRIPTION OF SERVICES**

#### **DESCRIPTION OF PROVISION OF PROVINCIAL EMERGENCY SUPPORT SERVICES FOR LEVEL 1 & 2 RESPONSE.**

CRC will provide the Services in response to Emergencies and in accordance with Notification Protocol outlined in Schedule ‘D’.

The provision of Services will be coordinated with government, insurance and other voluntary sector organizations to avoid duplication. The appropriate method of service delivery for the requested Services will be determined by CRC and the Municipality in coordination.

Registration  
Reception and Information  
Family Reunification  
Lodging  
Food  
Clothing  
Transportation  
Personal Services

Further emergency response services may be provided subject to discussion and mutual agreement.

In the absence of Notification, the CRC may provide emergency response services in its own discretion, separate from this Agreement. In any provision of emergency assistance, the CRC shall endeavour to coordinate and communicate with the City, avoid duplication, and maximize the efficiency and effectiveness of its emergency assistance.

#### **EMERGENCY RESPONSE SERVICES**

The following Services may be provided, at the request of the Municipality, in response to an Emergency. The specific Services and the means of service provision will depend on the nature and scale of the Emergency, and will be determined by CRC, in consultation with the Municipality when appropriate and when circumstances permit.

##### **Registration**

Registration aims to facilitate family reunification, communication with Emergency-Affected Persons and the fast and accurate provision of direct assistance. Information collected via registration will be shared with the Municipality pursuant and subject to the terms of this Agreement. Provision of Registration will be provided using CRC tools and systems and/or other tools or systems as required.

Service delivery may include:

- In-person, Paper Based or digital Registration

## **Reception and Information**

Reception refers to providing a place for people impacted by an emergency to go, where they can receive information and Services, and to managing access to and from the facility. Information refers to providing individuals with information about Services and other assistance available to them, whether from CRC or other agencies, and information about the emergency situation.

Service delivery may include:

- Referral: Referring clients to other organizations or government programs that can assist them.
- Stand-alone Service: Providing Reception and Information as a stand-alone service within a government-led reception centre or shelter.
- Reception Centre: Establishing, staffing, and/or managing a reception centre at an Emergency Site.
- Call Centre: Establishing a call centre to provide information.
- Outreach: Conducting direct outreach to provide information.

## **Family Reunification**

Family Reunification assists in reuniting families by collecting information and answering inquiries regarding the condition and whereabouts of missing persons.

Service delivery may include:

- Phone: Providing access or means to access phone service.

Persons may request that their information not be shared with others, including through Family Reunification (Restricted Files), for example due to concerns about abusive relationships. Such requests will be respected.

## **Lodging**

This service aims to ensure that individuals are provided with safe, temporary lodging away from an area affected by an Emergency. It also seeks to support individuals' return to their homes.

Service delivery may include:

- Commercial Lodging: Coordinating commercial lodging (e.g. hotel, motel, etc.).
- Group Lodging/Congregate Shelter: Establishing, staffing, and/or managing a Group Lodging/Congregate Shelter facility.
- Billeting/ Friends and Family: Support individuals to stay with their family or friends who can offer accommodation.

## **Food**

This service aims to provide feeding for those who cannot feed themselves, or those without food or food preparation facilities, as well as for volunteers and other response workers. CRC tries to ensure, to the best of its ability and in the circumstances, that food meets the nutrition needs of at-risk groups. Food should also respect the culture of the affected persons.

Service delivery may include:

- Commercial Feeding: Arranging for food via stores, groceries, and/or restaurants.

- Feeding Station: Coordination to establish Feeding Stations at Reception Centers or Group Lodging/Congregate Shelters.
- Cooperation with Partners: Coordinating food services via cooperation with partners.

### **Clothing**

Clothing service is designed to provide clothing to persons in need in an Emergency to prevent harm from exposure and to meet clothing needs until normal sources of supply become available.

Service delivery may include:

- Provision of Clothing: Coordinating clothing via agreements with commercial suppliers.
- Detergent/Laundry: Providing for detergent and laundry, to enable individuals to do their own laundry or for laundry to be cleaned by a third party.
- Cooperation with Partners: Arranging clothing distribution via cooperation with partners.

### **Transportation**

Emergencies may require or result in the evacuation of individuals from their homes, for short or long periods of time. Emergency-Affected Persons may lose access to their regular means of transport due to the Emergency and may require assistance to pay for unplanned transport expenses. Transportation service aims to provide assistance to facilitate mobility for Emergency-Affected Persons.

Service delivery may include:

- Provision of Means: Providing means to either acquire fuel, bus, train or subway tickets or cab fare.
- Direct Provision: Providing transport through contracted companies, such as chartered buses.

### **Personal Services**

Personal services provide immediate personal assistance to people dealing with physical, social, or emotional problems created by or aggravated by an Emergency. This service also provides assistance to meet the functional requirements of clients such as children, dependent adults, and mobility-impaired adults.

Service delivery may include:

- Personal and Hygiene Products: Providing hygiene kits or the means to acquire hygiene products.
- Baby supplies: Providing the means to acquire baby supplies such as diapers and ointment.
- Prescriptions: Providing the means to renew necessary medical prescriptions.
- Special Mobility Aids: Providing means to acquire special mobility aids necessary for healthy living.
- Personal Services and Health Care: Providing the means to fulfill basic support and medical aid requirements, including to acquire eyeglasses, hearing aids, or dentures or referral to professional health services.

## DESCRIPTION OF PROVISION OF RED CROSS SERVICES FOR LEVEL 3, 4 & 5 RESPONSE.

### **Core Principles**

CRC operates in accordance with the Fundamental Principles. In addition, CRC recognizes that every action must be considered with a focus on the individual, family and community; that success is dependent on participation and community engagement in all aspects of work; and that every community is unique. Therefore, CRC will remain flexible to changing circumstances and responsive to new learning. CRC commits:

- to build and execute programs in collaboration with government actors and key stakeholders;
- that programs will recognize community capacity, assets and resilience, and will respect community priorities, culture and customs, acknowledging that people and communities are the decision makers for their recovery and rebuilding efforts;
- to hold itself accountable to both those CRC seeks to assist and those from whom the organization accepts resources;
- that programs will strive to not only meet basic needs but also reduce future vulnerabilities; and
- CRC will strive to not duplicate assistance and its programming is designed to avoid duplication

In order to meet these commitments, particularly around respecting community priorities, the Canadian Red Cross requires the flexibility to change the financial allocations and adjust the services offered under each project. In the event that there are insufficient funds to provide the programs and sub-programs requested, the commencement and/or continuation of service delivery may be contingent on additional funding being provided.

CRC can provide the following Services under this Agreement, upon request by the Municipality and subject to the above considerations. These services are above and beyond the services that are provided in a level 1 & 2 response and subject to mutual agreement of all parties:

Registration  
Relief Support and Direct Financial Assistance  
Safety and Wellbeing  
Community Partnerships Program  
Support to Small Business  
Support to Re-Entry  
Support to Self Recovery  
Transitional Shelter/Lodging and Housing Repair and Reconstruction  
Capacity Building/Disaster Risk Reduction

Further services may be provided subject to discussion and mutual agreement.

### **FULL LIST OF SERVICES**

Generally, programs in the relief and early-recovery phases make use of volunteers, while programs in the recovery phase are delivered by Canadian Red Cross staff and through partnerships.

When applicable, services will also be provided to support those who have evacuated outside of province.

### Client-Facing Emergency Response Services

Program Name	Relief During Evacuation	Support to Return Home and Recovery
Registration	X	
Relief Support and Direct Financial Assistance	X	X
Safety and Wellbeing	X	X
Community Partnerships Program	X	X
Support to Small Business	X	X
Support to Re-Entry		X
Support to Self Recovery		X
Transitional Shelter/Lodging and Housing Repair and Reconstruction		X
Capacity-Building/Disaster Risk Reduction		X

Registration	
Phase(s):	Relief During Evacuation Only

Evacuations are chaotic, separating families and forcing people to flee their homes at short notice without adequate food, clothing or medications/personal supplies. Digital registration is the foundation of an effective and cost-efficient operation, revealing who has been affected and where they have evacuated to. CRC is able to provide the following services under this heading:

- Registration
  - Register households through a digital online registration portal, by phone through a contact centre, or in-person through community outreach
- Communication
  - Support two-way communication with the affected population through a contact centre, social media monitoring, and SMS and e-mail using Emergency-Affected Persons' contact information provided during registration
- Family Reunification



- Support the reunification of families separated by the disaster, including inquiries about well-being
- Data Management
  - Manage the verification and eligibility assessment for registrants
  - Manage data quality to ensure non-duplication of records
  - Support the understanding of the human impact of the disaster through mapping and analytics of registrants, including current location and demographics, as well as using data collected through surveys of Emergency-Affected Persons and other sources as available

Relief Support and Direct Financial Assistance	
Phase(s):	Relief During Evacuation Only

Evacuations take a heavy financial toll on households as time goes on, especially for families with pre-existing vulnerabilities. When combined with Registration (Program 1 above), CRC is able to provide the following services and activities in the area of Relief Support and Direct Financial Assistance:

- Financial Assistance
  - Provide defined amounts of financial assistance to each affected household to assist with food, clothing, shelter and other basic needs once evacuees have been verified and confirmed to be eligible
  - Provide alternate arrangements for households unable to accept e-transfers
  - **Note:** CRC will provide additional supplementary financial assistance to vulnerable households deemed eligible on a case-by-case basis, funded from CRC monies
- Emergency Social Services Support with Local Authorities
  - CRC volunteers will provide support to evacuees within host communities, including at shelters and reception centres, in conjunction with local authorities to support the provision of Emergency Social Services, including food, clothing, lodging and personal services

Safety and Wellbeing	
Phase(s):	Relief During Evacuation Onwards

Emergencies create and exacerbate a range of issues impacting individual, family and community wellbeing, and such issues present themselves at different stages of the emergency continuum, from relief to recovery. Safety and Wellbeing (SWB) addresses the psychosocial needs of those affected and contributes to individual and community capacity and resiliency in the areas of mental health and psychosocial support (MHPSS).

In close collaboration with key stakeholders, including but not limited to the provincial and regional Health Authorities, Ministry of Health Disaster Psychosocial (DPS), CRC can support the following services and activities for Emergency-Affected Persons while they are displaced, at re-entry and continuing through longer-term recovery:

- Promotion of and Support for Networks Addressing Safety, Protection and Wellbeing

- Support efforts and activities identified through the relevant Regional Health Authorities and Ministry of Health
- Support community-based structures that provide hotlines, crisis lines or direct services
- Support recognized training initiatives to build local capacity to support recovery efforts
- Education campaigns and awareness-raising initiatives
- Support for Community Outreach
  - Support community outreach to facilitate emotional support and appropriate service referrals
- Support for Community Resilience Building
  - Partner with social profits, NGOs and government to address needs of special populations in different stages of the recovery process

<b>Community Partnerships Program</b>	
Phase(s):	Relief During Evacuation Onwards

Recognizing CRC's commitment to support community capacity, assets and resilience and reduce future vulnerabilities (as articulated in the Core Principles), a community grants program provides an opportunity for the community to identify projects, activities, and events supporting the recovery process. The Program is closely coordinated with key stakeholders to ensure that the views of government, community service providers, local residents and businesses are considered when approving projects. The program can support the following areas of assistance:

- Emergency Relief
  - Meeting the immediate needs of impacted populations through individual and community-based support
- Community Strengthening
  - Initiatives to that bring community together and promote networks of support and community connectedness
- Safety & Wellbeing
  - Services that address individual wellbeing and protection and strengthen formal and informal psychosocial support structures and networks
- Indigenous Programming
  - Support that meets the unique recovery needs and priorities of impacted Indigenous communities
- Disaster Risk Reduction
  - Support for small-scale, community-identified activities that would not be covered under Program 8, but which will supplement it by helping to mitigate and prepare for future fire and other emergencies

<b>Support to Small Business</b>	
Phase(s):	Relief During Evacuation Onwards

Accelerating business and economic recovery is crucial to rebuilding local communities. This program aims to stimulate local economy by assisting small business owners and, in turn, boosting employment in fire-affected areas. The Program is closely coordinated with key stakeholders such as government

Ministries, Community Futures and other economic development agencies. CRC can provide or support the following areas of assistance:

- **Business Recovery Support**
  - Support with registration for, key information about and referrals to available services, assistance and resources for small business owners affected by the disaster
- **Emergency Assistance Payments**
  - Work to provide financial assistance for small business owners, including farmers, guide outfitters and ranchers
- **Other Services May Include:**
  - Promote linkages through referrals to available business counselling, mentoring and support services.
  - Provide business counselling and mentoring services.
  - Fund the replacement of livelihood tools and materials.
  - Support events that directly support the business community.
  - Make additional education and training opportunities available to small business owners

<b>Support to Re-Entry</b>	
Phase(s):	Support to Return Home and Recovery Only

Working in close collaboration with the authorities and the Municipality, CRC is able to provide the following services to support re-entry:

- **Assessment and Planning Support**
  - Working in close coordination with the authorities and the Municipality, assess evacuee needs and intentions with regards to re-entry, allowing for more effective planning and minimizing unnecessary expenditure
- **Transportation**
  - If/where required by the local authorities, CRC works in close coordination with the relevant authorities to arrange for transportation back to their community for evacuees without transportation
- **Re-Entry Registration**
  - Manage staggered re-entry (e.g. street by street) through re-entry registration and validation
- **Re-Entry Assistance**
  - Provide re-entry cash support and clean up kits for evacuees returning home
- **Referrals**
  - Further develop the CRC's pre-existing referral network to provide clear and accessible information on a case by case basis and referral to other organizations best able to assist

<b>Support to Self-Recovery</b>	
Phase(s):	Support to Return Home and Recovery Onwards

Building on the support provided in Program 1 during the relief phase (Relief Support and Direct Financial Assistance), Support to Self-Recovery considers the unique needs of each individual household as they enter the early recovery phase, and promotes existing capacities and provides

appropriate assistance to individuals and families to help them to rebuild and meet their needs. Key activities may include:

- Case Management
  - Provide culturally sensitive case management to all evacuees to ensure a complete understanding of household needs and capacities, and support them through access to CRC services and other support networks
  - Provide outreach services to support the portion of the population who may be unable to access services directly
- Service Delivery
  - Provide registrants with direct assistance
  - Fund additional assistance for eligible households in line with CRC assistance guidelines. This may include financial assistance for basic needs including food, clothing, shelter and personal items.
- Referrals
  - Promote community connectedness through a comprehensive referral network for services and assistance

<b>Transitional Shelter/Lodging/Housing Repair and Reconstruction</b>	
Phase(s):	Transition/Early Recovery Onwards

In some recovery events housing is a core area of support. In close collaboration with the authorities, Indigenous Services Canada and other key stakeholders and in coordination with existing programs, CRC can provide the following shelter assistance for those planning to return home as well as those who are not able (or choose not) to return home. While the type of assistance provided is based on need and capacity, including lack of insurance or inadequate insurance coverage, it may include the following components:

- Assistance for Immediate Housing Needs
  - Provide assistance to support eligible households with housing and housing-associated costs, including but not limited to rent, mortgage payments, and temporary accommodations, depending on the particular household requirements
- Assistance based on Vulnerability
  - Provide additional assistance for eligible households (depending on insurance status), including replacement of household contents and other support
- Housing Repair and Reconstruction
  - Provide assistance to support eligible households with housing repair and reconstruction costs, including but not limited to construction supplies, down payment and other rebuilding costs
- Other
  - Debris removal, outbuildings, building permits, and other transitional shelter support as required

<b>Capacity-Building/Disaster Risk Reduction</b>	
Phase(s):	Support to Return Home and Recovery Onwards

This program will work in close coordination with existing local and provincial government programs to ensure that Disaster Risk Reduction best practices are incorporated into the other streams of

programming. The program will also designate specific resources to support capacity building at the household, community and regional level. Under this stream of programming, CRC can provide/support the following areas of assistance:

- Support to Building Local Capacity
  - Work in conjunction with local and regional authorities to augment the resources available for ‘fire or flood smart’ repairs and reconstruction, as most individuals will find that they have insufficient insurance coverage
  - Through community planning, identify key mitigation and preparedness priorities and support a range of activities to mitigate the impact of future emergencies
- Personal / Family / Community Preparedness Education
  - Coordinate with existing and planned preparedness activities led by local authorities and the Municipality to provide supplementary preparedness education to households and communities in high-risk areas, including vulnerable communities, as requested

## **SCHEDULE “B” REPORTING SCHEDULE**

CRC will make reasonable efforts to provide the following reporting with respect to the Services. All reports shall be provided to the Municipality contact person as per the Notification Protocol unless otherwise directed. Where payment is requested, reports will include invoices.

### **PROVISION OF PROVINCIAL EMERGENCY SUPPORT SERVICES FOR LEVEL 1 & 2 RESPONSE**

These provisions may be superseded by an emergency-specific agreement, where applicable.

<b>Report</b>	<b>Content</b>	<b>Timing</b>	<b>City Response (payment)</b>
<b>Emergency Responses</b>			
Quarterly Report	A report on Services in Connection with Level 1 and Level 2 Emergency Responses	Four times per year for each year of the agreement OR within 60 days following the end of the quarter, with the exception of March which should be within 45 days following the end of the quarter.	Within 30 days of receipt
Response Report	Narrative and statistical report on services provided to emergency-affected persons for Level 2+ response.	Within 90 days following end of response operations.	Not required.

### **PROVISION OF RED CROSS SERVICES FOR LEVEL 3, 4 & 5 RESPONSE.**

Reporting to be either aligned to Level 1 and Level 2, or an event specific letter of agreement activating the terms set out herein but clarifying the reporting requirements. This will largely depend on if there is funding from the Province, if there is a provincial specific agreement in place, or if the CRC is contributing public funds.

## **SCHEDULE “C” ELIGIBLE COSTING RULES**

### **RESPONSE LEVELS, ACTIVATION AND REIMBURSEABLE COSTS**

#### **PREPAREDNESS SERVICES**

In order that the CRC may make the necessary arrangements to enable it to discharge its responsibilities under this Agreement. The Municipality agrees to make an annual contribution to the CRCs, or the length of the Agreement as follows:

- 2021: \$8,500
- 2022: \$8,500
- 2023: \$8,500
- 2024: \$9,500
- 2025: \$9,500

The annual contribution will be due within ninety (90) Calendar Days of the date of that the Agreement comes into force, and in each March thereafter, upon invoice by CRC.

#### **PROVISION OF PROVINCIAL EMERGENCY SUPPORT SERVICES FOR LEVEL 1 & 2 RESPONSE**

Expenses incurred for the provision of assistance in the case of Level 1 and Level 2 response shall provide payment for services rendered plus an additional administrative cost of 15% through the Cornwall Social and Housing Services as invoiced at the commencement of each quarter.

#### **PROVISION OF RED CROSS SERVICES FOR LEVEL 3, 4 & 5 RESPONSE.**

Where Services are activated by the Municipality, the CRC will seek reimbursement from the Municipality for all direct costs incurred in relation to the provision of the Services.

For greater clarity, the CRC shall be permitted to bill all direct costs incurred for the performance of the Services including, but not limited to, personnel, travel, sub-contractor and direct aid costs in accordance with its own policies and procedures.

The CRC shall also charge an overhead costing rate of 12 percent against all direct costs incurred.

#### **Expenses Relating to Human Resources**

These are expenses relating to travel expenses, living expenses, the cost of housing volunteers and permanent or contract employees and overtime worked by permanent employees, and the remuneration paid to contract personnel hired to provide for the provision of assistance during the Emergency.

The per-diem rates for reimbursement for CRC personnel shall be provided to the Municipality annually. Current rates outlined in Schedule ‘F’

### **Loan of Permanent Personnel**

If it is agreed, at the request of the Municipality or pursuant to discussions with the CRC, that the mandate calls for the loan of a CRC employee to be assigned full-time to providing Disaster Services, CRC will charge the salary of that member of personnel at the scales in effect plus 22% to cover the CRS personnel's benefits. Overtime and holidays worked will also be charged.

### **Expenses Relating to Material Resources**

These expenses include the purchase of material for providing assistance during an Emergency, replacing material belonging to the CRC that is lost or damaged, rental of various material and charges for the use of cellular telephones and pagers, photocopiers, facsimiles, mobile radios, computer equipment, rental vehicles and gasoline, storage fees and other expenses.

They also include expenses relating to insurance for rental equipment and vehicles and the deductible in the event of loss or damage, usage fees (per kilometre) for vehicles belonging to the CRC, long distance charges relating to the emergency services and temporary equipment installation charges (telephone line, computer, facsimile, etc.).

Mileage rates for reimbursement for CRC personnel shall be provided to the Municipality annually. Current rates outlined in Schedule 'F'

### **Expenses Relating to Evaluation (Level 3, 4 and 5 Response Only)**

In the event of a Level 3, 4 or 5 Response that requires the activation of a Provincial or National CRC Disaster Response Team, CRC is required to commission an evaluation in order to maintain accountability. 5% of the total cost of the response, or \$10,000, whichever is greater, will be provided to facilitate an evaluation, including direct beneficiary evaluation, and a summary of the results of the evaluation will be shared with the Municipality.

### **Expenses for Direct Assistance to Emergency-Affected Persons**

CRC will charge for the expenses of direct assistance to Emergency-Affected Persons (shelter, food, clothing and general services) under its standards for relief assistance. Current rates outlined in Schedule 'F'



## **SCHEDULE “D” NOTIFICATION PROTOCOL**

The Parties designate the individuals identified below as their respective contacts in relation to the activation of Services or Stand By:

**CRC Level 1 Emergency (Virtual Personal Disaster Assistance) 1-800-850-5090**

**Provincial Duty Officer: 416-209-0432**

The CRC Duty Officer phone number and Ontario VPDA provide 24/7 response capability and a single point of contact to the Municipality, other partners, Emergency-Affected Persons, CRC personnel and the public.

### **Municipality:**

Either Party may change its designated contact by written notice to the other Party.

To activate the Services for the Municipality or place CRC on Stand By, the Municipality, or their designate, shall make a request to the CRC contact indicated above and shall provide information about the Emergency or anticipated Emergency as set out below to facilitate the deployment of appropriate personnel and resources (Notification).

In the absence of Notification, CRC shall not be obligated to provide Services; however, if CRC receives notice directly from an affected community or otherwise becomes aware of a situation which may warrant the deployment of Services, CRC may contact the Municipality and seek approval for the activation of Services. Furthermore, this Agreement does not restrict the ability of CRC to provide aid on its own initiative and at its own expense, outside of this Agreement.

When requesting or approving the activation of Services, or when requesting that CRC go on Standby, the Municipality shall provide the following information, to the extent applicable and available:

- i. The nature and location of the Emergency;
- ii. the time the Emergency occurred;
- iii. the number of affected people (if known);
- iv. any current or possible evacuation, and the expected duration of the evacuation operation (if available);
- v. emergency services on scene;
- vi. the Services (per Schedule “A”) that are requested; and
- vii. the location of Emergency Sites or other locations where Services are needed or will be delivered;
- viii. any identified threats or hazards to the affected population or to CRC Personnel;
- ix. location of affected vulnerable populations, such as long-term care facilities or hospitals;
- x. any special instructions, limitations or risks; and

- xi. Municipality liaison officer name(s) and contact information (if different from the Notification contact listed in this Section).

In order to enable the CRC to determine the eligibility of disaster-affected people, specific datasets may be required from the Municipality in order to ensure the efficient, equitable and transparent delivery of digital assistance services. This data may include:

- i. data on the boundaries of impacted areas and/or evacuation boundaries, including geospatial polygons where available;
- ii. point data and/or address information for impacted residences;
- iii. information regarding the status of essential services such as hydro, water, heat, etc. within the relevant areas; and
- iv. relevant statistics related to the population, demographics, or other sociologically significant indicators of an affected community.

Data sets shall be conveyed in a machine-readable format (e.g. as raw data, not as a PDF). Where the datasets contain personal information they shall be transferred using encryption or a secure file transfer protocol site (FTP).

### **First Response Notification Protocol between Canadian Red Cross Society (CRC) and the City of Cornwall and the United Counties of Stormont Dundas and Glengarry Emergency Services (Fire, Police and EMS)**

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**Protocol Name:** Red Cross Personal Disaster Assistance

**Policy Section:** Operational

**Applicable To:** Personal Disaster Assistance (Level 1)

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#### **Protocol Overview**

This protocol provides Emergency Services with an overview of the services provided by CRCS as well as the mechanism for obtaining their services.

#### **2. Scope**

Emergency Services in the City of Cornwall and the United Counties of Stormont, Dundas and Glengarry will employ this protocol when faced with a Level 1, non-declared emergency which means an exceptional event of a similar nature to a higher level emergency, but which only affects the safety of a maximum of 25 people, with a response duration of no more than 72 hours.

#### **3. Purpose**

To provide Emergency Services with a notification protocol outlining how to activate the CRC.

#### **4 Activation of CRCS Services:**

- Call the Virtual PDA # 1-800-850-5090
- Identify the call back number
- CRC will return call to call back number
- Identify:
  - Location
  - Nature of the disaster (fire, flood, displacement of residents, etc...)
  - Anticipated and/or estimation of number of clients
  - Any identified threats or hazards to those affected or volunteer responders

#### 4.1 CRC Emergency Services:

- Needs Assessments
- Comfort/Hygiene Kits
- Registration & Inquiry/Family Reunification
- Lodging Assistance
- Clothing
- Feeding
- Referrals or Resources
- Reception and Information

#### 5. CRC will:

- Appoint one person to liaise with Emergency Service Official (Incident Commander), depending on the nature of the incident, or a designate on site. This appointee will be the first Red Cross Response Leader to report to the scene;
- Appoint one spokesperson to liaise with on-scene media representatives to speak on CRC role in the response only;
- Where reasonably possible, CRC will respond to the incident within two hours;
- Complete needs assessments for all clients to ascertain the level of CRC services required;
- Make referrals, with the consent of the clients, to the Victim Crisis Assistance Services for emotional support, as required;
- Standardize a coordinated referral system for clients;
- Within the provision of the CRC service, support Emergency Services in the delivery of services;
- Ensure, to the extent possible, that an appropriate number of Red Cross personnel respond and that they are properly equipped and trained to provide services;
- Provide Red Cross visibility and appropriate identification of the partnership when responding;
- Maintain detailed logs of the events and actions taken by the respective agency personnel, including name of all responders, during the response and retain documents for the appropriate length of time in accordance with any prevailing governing legislation;
- Maintain statistical information concerning the number of cases handled, referrals, distributed items and retain for the appropriate length of time; and
- Participate in and provide for the attendance of appropriate Red Cross personnel at Steering Committee meetings to review and address issues and concerns.

6. Emergency Services will:

- Permit Red Cross to educate Emergency Service staff on how they are able to assist in providing Red Cross Services only as it relates to Red Cross involvement;
- Appoint one liaison person to work with responding agencies to assist in coordination of Service; and
- Provide direction, through the Incident Commander or her/his designate, to on-scene Personnel who are at all times to act within the confines of Red Cross service limitations.

7. Other Services

Other City and/or Municipal Services will:

- In the event an incident falls under the responsibility of the City of Cornwall, Stormont, Dundas and/or Glengarry, the Social & Housing Services Department Manager (his or her authorized delegate) or the CEMC (his or her authorized delegate) shall activate the Red Cross as detailed above.
- Once activated, PDA team members shall defer to the authority of the Incident Commander from the City of Cornwall, Stormont, Dundas and Glengarry or his/her designate.

## **SCHEDULE “E” FUNDAMENTAL PRINCIPLES**

<b>Humanity</b>	The International Red Cross and Red Crescent Movement, borne of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.
<b>Impartiality</b>	The Movement makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.
<b>Neutrality</b>	In order to continue to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.
<b>Independence</b>	The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.
<b>Voluntary Service</b>	It is a volunteer relief movement not prompted in any manner by desire for gain.
<b>Unity</b>	There can be only one Red Cross or one Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.
<b>Universality</b>	The International Red Cross and Red Crescent Movement, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

**SCHEDULE “F”**  
**Expense Breakdown**  
(updated breakdown to be provided to the Municipality annually)

**Staff / volunteer per diem rates & mileage**

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$35.00
Incidentals	\$10.00
Mileage per KM rate	\$.45

**Disaster Response Individual and Family Assistance Standards**

Service	Service Option	Max. Amounts	Standards
<b>Food</b>	<b>Groceries</b> 1 <sup>st</sup> person Each additional person	\$100 \$40	CRC will be able to provide means for a family to acquire groceries or eat restaurant meals on a daily/weekly basis. Groceries are provided when the family has cooking facilities.
	<b>Restaurant meals</b>	\$52	
	<b>Infant Formula</b>	\$13	
<b>Clothing</b>	<b>Non- Winter Clothing</b> Adult Child (under 12 years)	\$140 \$115	CRC will be able to provide means to acquire one set of non-winter clothing or one set of winter clothing (including coat and boots) per adult and child of a family.
	<b>Winter Clothing</b> Adult Child (under 12 years)	\$230 \$200	
	<b>Laundry Supplies</b> (per household) Dry-cleaning	\$30 \$140	CRC will be able to provide means to either wash clothes or utilize dry cleaning services. Dry cleaning costs up to the limit of the allowance may be claimed in lieu of purchasing new clothes
<b>Lodging</b>	<b>Commercial Lodging</b> Hotel/Motel (per night) Campground	\$170 \$60	CRC will be able to provide means for staying in a hotel/motel per night for a family of four. In hotels/motels, an additional room may be provided if a family cannot be accommodated in one room. CRC will be able to provide means for staying in a campground if desired by the family. Lodging may be provided for up to 3 days.
	<b>Shelter/Friends and Family</b> Towel and washcloth (per person)	\$15	

			CRC will be able to provide towels/washcloths for those staying in a shelter/friends and family
<b>Personal Services</b>	<b>Hygiene kit</b> Adult Kid	\$13 \$5	Personal hygiene kits are distributed whenever possible. If not available, provide the allocated dollars to purchase these items.
	<b>Baby products</b> (per infant)	\$45	CRC will be able to provide means to acquire one-time purchase of baby products or incontinent aids.
	<b>Incontinent Aids</b> (per person)	\$45	
<b>Transportation</b>	<b>Local transportation</b> Taxi/bus fare/pass (per family)	\$75	CRC will be able to provide means of transportation up to a maximum of \$75 per family when regular means of transportation has changed

**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**By-law 2020-146**

Department: Corporate Services  
Division: Clerk's Division  
By-law Number: 2020-146  
Report Number: 2020-364-Corporate Services  
Meeting Date: November 9, 2020  
Subject: Committees By-law

Whereas By-law 2020-103, 'Council's Procedural By-law' establishes the rules and procedures under which Council and Committees of Council are to operate; and

Whereas Council has established committees that are comprised of both members of the public and members of Council.

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

## **1. Definitions**

### **1.1 Special Purpose (Ad Hoc) Committee**

A Special Purpose (Ad Hoc) Committee means a committee established by Council for the purpose of dealing with a special project with a clear mandate and a start and finish date.

### **1.2 Advisory Committee**

An Advisory Committee means a committee established to provide advice to Council in accordance with the committee's Mandate and Terms of Reference.

### **1.3 Committee**

A Committee means a standing, advisory, legislated or ad hoc committee established by Council but does not include the Committee of the Whole.



## **1.4 Ex-Officio**

An ex-officio member is a member of a body who is part of it by virtue of holding another office. The rights of an ex-officio member are exactly the same as other members unless otherwise stated in regulations or by-laws.

## **1.5 Lay Appointee**

Lay appointees are members of the public that are appointed by the Lay Appointments Committee (comprised of Council Members) and who participate on the Municipality's Boards, Committees or Commissions.

## **1.6 Standing Committee**

A Standing Committee means a committee of members of Council appointed by Council to consider policy matters with respect to the committee's mandate.

## **1.7 Mayor's Task Force**

When the need arises, the Mayor's office will call upon community members with expertise in a certain area to join a task force, a group that works together for a set amount of time to work on a single defined task or issue.

## **1.8 Working Group**

A working group means a committee established by a standing, advisory or legislated committee and authorized by Council with a clear mandate that has a beginning and ending and reports directly to the creating standing, advisory or legislated committee.

## **2. Policy for Creating, Amending or Dissolving A Committee**

Council may create a new committee, amend an existing committee and/or its mandate and/or terms of reference, or dissolve an existing committee in accordance with the following sub-sections. A non-statutory advisory committee shall not extend beyond the term of Council unless the newly elected Council confirms by resolution the continuance of the committee.

## **2.1 Creating a Committee**

Council may create a new committee in response to any of the following:

- a) Requirements of applicable legislation or regulation (Federal, Provincial or Municipal By-law)
- b) Changing priorities
- c) To address significant public issues or trends
- d) Where public input is deemed desirable
- e) Recommendation and report by staff
- f) Any other reason deemed appropriate by Council

In creating a new committee, Council shall have regard for the following:

- a) Establishing a clearly defined mandate and terms of reference
- b) Membership and quorum requirements
- c) Qualifications
- d) Alignment with the Corporate Strategic Plan
- e) Alignment with other Corporate Plans
- f) The reporting relationship and frequency of progress reports
- g) Public and financial considerations
- h) Staff resources to be made available and the impacts on City Departments
- i) The need for any sub-committees and working groups
- j) Defined timeline for completion of the assigned tasks (i.e. sunset date)

Since all committees of Council are automatically dissolved at the end of each term of Council, Council, at the beginning of a new term, will review a listing of committees and may wish to reinstate committees or create new committees.

## **2.2 Amending a Committee or its Mandate**

Amendments to the mandate and/or terms of reference of a committee may be initiated by Council, by resolution of the committee or by a report and recommendation from staff. The following factors may be considered by Council when amending a committee's mandate and/or terms of reference:

- a) Results of the committee's annual report which measures progress against fulfilling the mandate
- b) Impact of the change on the mandate and terms of reference
- c) Continued relevance of the committee's purpose and function
- d) The degree of public interest
- e) Changes to the applicable legislation or regulations
- f) Changing Council priorities or new issues of Council
- g) Cost analysis and required resources
- h) Committee sunset date

## **2.3 Dissolving a Committee**

The dissolving of a committee may be triggered by any one of the following:

- a) Expiration of the committee's term
- b) Completion of the committee's task or mandate
- c) Effectiveness of the committee's operations (e.g. frequency of meetings, amount of committee business, number of cancelled meetings)
- d) Resolution of the issues that led to the creation of the Committee
- e) The legislative requirement for the committee no longer exists
- f) Merger with another committee
- g) Results of the committee's annual report which measures progress against fulfilling the mandate
- h) Changing Council priorities
- i) Recommendation by the committee by resolution

- j) Report and recommendation by staff
- k) Council will make the decision to dissolve a committee of Council at a Regular Council Meeting which is open to the public
- l) All committees of Council will automatically be dissolved at the end of each term of Council

## **2.4 Annual Report**

The mandate and terms of reference for a new or existing committee shall include the requirement that the committee report to Council annually respecting the following matters:

- a) a concise summary of the activities and accomplishments of the committee during the current year
- b) a summary of the committee's focus areas for the following year, the said focus areas are to be aligned with Council's term priorities and objectives
- c) the activities of any sub-committees and/ or working groups during the current year requests for authorization for the continuation of any active sub-committees and/or working groups together with a summary of their future focus areas
- d) any recommendations respecting proposed changes to the committee's structure, composition or mandate and terms of reference

## **2.5 General Provisions**

Except as otherwise provided for in this By-law, all committees must conform to the rules governing the procedures of a meeting of Council as outlined in the 'Council Procedural By-Law'.

The rules of procedure outlined in the 'Council Procedural By-Law' can be suspended by a majority affirmative vote of the members of a committee who are present and voting.

The rules of this By-Law can be suspended by a majority affirmative vote of the members of a committee who are present and voting.

## **2.6 Attendance**

The Recording Secretary of a Committee will record the attendance of members in the minutes of the meeting.

## **2.7 Absenteeism**

- a) The seat of a Member of Council sitting on a committee becomes vacant if the Member is absent from the committee for which he or she is appointed for three consecutive meetings without being authorized to do so by a resolution of Council. Any Member of Council shall provide the committee with notice of any approved leave of absence.
- b) If a member of a committee is absent for three (3) consecutive meetings, the absences will be brought to the attention of the City Clerk by the Recording Secretary who supports the Committee.
- c) The City Clerk will contact the absent committee member to discuss the reasons for absenteeism and to determine whether the member wishes to provide a letter of resignation.

Upon confirmation that the member will no longer be serving on the Committee, the City Clerk will notify Council of the vacancy and the need for a replacement. If a member indicates the desire to continue to serve on the committee, the member will be advised that attendance is required or the member will be removed from the committee.

- d) Any member of a committee who is absent for more than fifty per cent (50%) of the meetings since their term of appointment will not be eligible for reappointment.
- e) A member of a committee of council who intends to leave a meeting before the meeting is adjourned must inform the Chair of this intention either at the start of the meeting or prior to leaving.

## **2.8 Mayor as Ex-Officio Member of Committees**

- a) The Mayor of the Council is ex officio a member of every Committee.
- b) Where a Committee is established by reference to a particular number of members without specifically providing for the membership of the Mayor of the Council, such number is automatically increased by one, being the Mayor of the Council, as provided under (a) above, when the Mayor is present, and all members of the Committee are present. In those instances when all members are not present, the Mayor's attendance replaces an absent member and the membership number is not automatically increased by one.
- c) The Mayor is able to participate in the business of the Committee without any restriction including voting. Members of Council are able to attend and participate at any meeting. Only members of Council who have been appointed to a Committee are entitled to vote.

## **2.9 Criteria to Serve on Committee**

Lay appointees to committees listed in this By-law, excluding technical representatives must be at least 18 years or older, a resident or business owner in the City of Cornwall, and be one of the following:

- Canadian Citizen, or
- Permanent Resident, a person who has been given permanent resident status by immigrating to Canada but is not a Canadian Citizen and has resided in Cornwall for at least one year.

Appointees must maintain residence in the City of Cornwall for the duration of their term.

All appointments made to agencies, boards, committees and commissions listed in Schedule A must be made in accordance with the rules established by their governing body. In accordance with the Public Libraries Act, for the Cornwall Public Library Board, appointees to these boards must be citizens of Canada.

## **2.10 Retention of Applications to Serve on Committees**

Applications from volunteers who are not appointed during the regular appointment process will be kept on file in the office of the City Clerk for the term of Council. If a vacancy occurs on a committee within that term, the applicants who applied to serve on that committee and were not appointed will be contacted and asked if they are still interested in serving. Names of those who continue to have an interest to serve on the committee will be submitted to the Lay Appointments Committee for consideration to fill the vacancy. The Clerk's Office will also re-advertise the vacancy in the newspaper.

## **2.11 Clauses Lost at Committee Meetings**

- a) Items rejected by any committee must be reported to Council with a "negative recommendation", allowing Council the opportunity to discuss the item.
- b) Motions that result in a tied vote at a committee must be reported to Council with no recommendation to allow Council the opportunity to discuss and make a decision.

## **2.12 Agenda**

The Agenda of every committee should include but not limited to the following sections:

- 1) Roll Call
- 2) Additions, Deletions or Amendments
- 3) Adoption of Agenda
- 4) Disclosures of Interest
- 5) Adoption of Minutes
- 6) Presentations
- 7) Reports

- 8) New Business
- 9) Date of Next Meeting
- 10) Adjournment

In accordance with requirements for public notice, transparency and disclosure, new substantive items should not be introduced on the Agenda under New Business.

### **2.13 Motions on Committee Agendas**

Motions introducing new policy or procedure matters must be in the hands of the Recording Secretary by 12:00 noon one week prior to the regular committee meeting for inclusion on the Agenda.

### **2.14 Meetings Open to Public**

Committee meetings are open to the public.

- a) Members of the public are welcome to attend committee meetings as observers but will not have an opportunity to speak or participate in the meeting.
- b) Members of the public are encouraged to talk to staff directly if they have concerns or need information.

Except as provided in Section 239 (2) and (3.1) of the Municipal Act, 2001, all meetings shall be open to the public.

Exceptions:

- a) the security of the property of the municipality or local board
- b) personal matters about an identifiable individual, including municipal or local board employees
- c) a proposed or pending acquisition or disposition of land by the municipality or local board
- d) labour relations or employee negotiations
- e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board



- f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose
- g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act
- h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them
- i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization
- j) a trade secret or scientific, technical, commercial, or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or
- 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.

#### Other criteria

- a) a request under the Municipal Freedom of Information and Protection of Privacy Act, if the council, board, commission or other body is the head of an institution for the purposes of that Act
- b) an ongoing investigation respecting the municipality, a local board or a municipally controlled corporation by the Ombudsman appointed under the Ombudsman Act an Ombudsman referred to in subsection 223.13 (1) of the Municipal Act, or the investigator referred to in subsection 239.2

#### Educational or training sessions

- a) The meeting is held for the purpose of educating or training the members
- b) At the meeting, 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

#### Resolution

(4) Before holding a meeting or part of a meeting that is to be closed to the public, a Committee must approve a resolution stating the fact of the holding of the closed meeting and the general nature of the matter to be considered at the closed meeting.

### **2.15 Election of Officers**

Each Committee will meet as soon as possible after the day of the inaugural meeting of Council and elect a Chair and Vice-Chair, if applicable, from its membership for the term of Council.

### **2.16 Presentations**

Committees may hear presentations and shall be limited to a maximum of ten (10) minutes.

An organized body wishing to address a committee as a presentation shall be limited to three (3) spokespersons.

On any given scheduled committee meeting, there shall be a maximum of three (3) presentations.

## **3. Appointments**

### **3.1 Term of Appointment**

- (a) In those instances where the appointments to a committee are to be staggered over the term of Council, the committee will be asked to establish what members will serve for the staggered term and advise Council accordingly. Council must, by resolution, confirm the term of the appointments as recommended by the Committee.

- (b) All committees must end on November 30 of a municipal election year.
- (c) Terms of office and membership on some external boards, commissions, authorities or quasi-judicial committees must be in accordance with this By-Law unless the term of office is established under statute or legislation.

### **3.2 Establishment of Sub-Committees and Working Groups**

If it is the desire of the majority of a committee to establish a sub-committee or working group, a recommendation must be made to Council for approval.

Included with the recommendation for the establishment of the sub-committee or working group must be information with respect to:

- a) the sub-committee or working group mandate and terms of reference
- b) the number of members
- c) the composition of membership, including members of the public and staff, if applicable, and how members are to be recruited
- d) the reporting structures
- e) the staff and other resources to be made available
- f) a start and finish date

A sub-committee or working group may also be appointed directly by Council.

### **3.3 Duration of Lay Appointments**

- a) Members of the public will be eligible to serve for a maximum of twelve (12) consecutive years or three (3) terms on the same committee.
- b) Members of the public are required to take at least an absence of one (1) term of Council absence after serving on the same committee for twelve (12) years. After the one-term absence, the member of the public is eligible to re-apply to serve on the former committee. On the recommendation of the Lay Appointments Committee, a member of the public may, upon application, be appointed beyond three (3) terms if there are compelling reasons.
- c) During the one-term absence from a committee, a member of the public may apply to serve on a different committee.

- d) A member of the public, who has been appointed to replace a committee member and is filling a partially completed term, will be appointed for the balance of that member's term.
- e) Renewed membership on a committee is not automatic. Any member of the public who wishes to serve for an additional term must submit an in order to be considered for re-appointment

#### **4. Effect**

This By-Law will come into force and take effect on the date of its passing.

Read, signed and sealed in open Council this 23rd day of November, 2020.

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Manon L. Levesque  
City Clerk

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Bernadette Clement  
Mayor

### Schedule A - Agencies, Boards, Committees and Commissions

City Managed	With Council Representation Only	Working Groups
<ol style="list-style-type: none"> <li>1. Audit Committee</li> <li>2. Committee of Adjustment</li> <li>3. Cornwall Regional Airport Commission</li> <li>4. Election Audit Compliance Committee</li> <li>5. Emergency Management Committee</li> <li>6. Environment and Climate Change Committee</li> <li>7. Glen Stor Dun Lodge Committee of Management</li> <li>8. Heritage-Patrimoine Cornwall</li> <li>9. Lay Appointments Committee</li> <li>10. Municipal Accessibility and Advisory Committee</li> <li>11. Municipal Grants Committee</li> <li>12. Planning Advisory and Hearing Committee</li> <li>13. Property Standards Appeals Committee</li> <li>14. Senior Friendly Community Committee</li> <li>15. Service Manager Joint Liaison Committee</li> <li>16. Social Planning Council for Cornwall and Area</li> <li>17. Transit Committee</li> </ol>	<ol style="list-style-type: none"> <li>1. Business Improvement Association - Le Village</li> <li>2. Business Improvement Association – Downtown</li> <li>3. Community Safety and Well-being Advisory Committee</li> <li>4. Cornwall &amp; Area Housing Corporation Board of Directors</li> <li>5. Cornwall Community Woodhouse Museum Board (SD&amp;G Historical Society)</li> <li>6. Cornwall Police Services Board</li> <li>7. Cornwall Public Library</li> <li>8. Eastern Ontario Health Unit Board of Directors</li> <li>9. Cornwall Harbour Development Corporation</li> <li>10. Raisin Region Conservation Authority</li> <li>11. St. Lawrence River Institute of Environmental Sciences</li> <li>12. Tourism Development Fund Advisory Committee</li> </ol>	<ol style="list-style-type: none"> <li>1. Cornwall Planning Programs Evaluation Group (CPPEG)</li> <li>2. Municipal Naming Working Group</li> <li>3. Remote Worker Working Group</li> </ol>

### Report Approval Details

Document Title:	By-law 2020-146 Committees By-law - 2020-364-Corporate Services.docx
Attachments:	
Final Approval Date:	Nov 17, 2020

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

**Manon L. Levesque - Nov 17, 2020 - 10:34 AM**

**Geoffrey Clarke - Nov 17, 2020 - 11:01 AM**

**Maureen Adams - Nov 17, 2020 - 7:43 PM**

**The Corporation of the City of Cornwall**

**Regular Meeting of Council**

**By-law 2020-147**

Department: Planning, Development and Recreation  
Division: Parks and Recreation  
By-law Number: 2020-147  
Report Number: 2020-393-Planning, Development and Recreation  
Meeting Date: November 23, 2020  
Subject: A By-law to authorize The Corporation of the City of Cornwall to enter into an Operating Agreement with 2666554 Ontario Inc. for the operation of Big Ben Ski Hill for the 2020-2021, 2021-2022, and 2022-2023 seasons

Whereas the Corporation of the City of Cornwall wishes to provide ongoing recreational activities at the Big Ben Ski Hill; and

Whereas it is deemed necessary to enter into an operating agreement with 2666554 Ontario Inc. for the operation of Big Ben Ski Hill for the 2020-2021, 2021-2022, and 2022-2023 seasons.

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 an operating agreement with 2666554 Ontario Inc. for the operation of Big Ben Ski Hill for the 2020-2021, 2021-2022, and 2022-2023 seasons; 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 23rd day of November, 2020.

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Manon L. Levesque  
City Clerk

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Bernadette Clement  
Mayor

### Report Approval Details

Document Title:	Big Ben Operation Contract By-law - 2020-393-Planning, Development and Recreation.docx
Attachments:	
Final Approval Date:	Nov 17, 2020

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

**Mark A. Boileau - Nov 17, 2020 - 1:49 PM**

**Maureen Adams - Nov 17, 2020 - 7:44 PM**



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

Department: Planning, Development and Recreation  
Division: Parks and Recreation  
Report Number: 2020-397-Planning, Development and Recreation  
Prepared By: James Fawthrop, Division Manager  
Meeting Date: November 23, 2020  
Subject: Note - A By-law to authorize The Corporation of the City of Cornwall to enter into an Operating Agreement with 2666554 Ontario Inc. for the operation of Big Ben Ski Hill for the 2020-2021, 2021-2022, and 2022-2023 seasons

**Purpose**

To obtain Council authorization to enter into an Operating Agreement with 2666554 Ontario Inc. for the operation of Big Ben Ski Hill for the 2020-2021, 2021-2022, and 2022-2023 seasons.

**Background / Discussion**

2666554 Ontario Inc. has been contracted by the City of Cornwall to operate the Big Ben Ski Hill for the past two seasons. Past agreements have been for a one-year term only.

Now that the operator has successfully completed two seasons of operating the Big Ben Ski Hill, both Administration and 2666554 Ontario Inc. are interested in entering into a multi-year agreement.

A three-year term (2020-2021, 2021-2022, and 2022-2023 seasons) is proposed for the new agreement, with a 2.5% annual increase to the management fee.

### Report Approval Details

Document Title:	Explanatory Note - Big Ben Operating Agreement - 2020-397-Planning, Development and Recreation.docx
Attachments:	
Final Approval Date:	Nov 17, 2020

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

**Mark A. Boileau - Nov 17, 2020 - 3:37 PM**

**Maureen Adams - Nov 17, 2020 - 7:50 PM**

**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**By-law 2020-148**

Department: Planning, Development and Recreation  
Division: Economic Development  
By-law Number: 2020-148  
Report Number: 2020-394-Planning, Development and Recreation  
Meeting Date: November 23, 2020  
Subject: By-law to authorize The Corporation of the City of Cornwall to enter into an Agreement with the Business Advisory Centre Durham

Whereas the Corporation of the City of Cornwall wishes to provide support to local entrepreneurs; and

Whereas the Corporation of the City of Cornwall has a long-standing partnership with the Ministry of Economic Development, Job Creation and Trade for the operation of the Cornwall Business Enterprise Centre; and

Whereas the Ministry of Economic Development, Job Creation and Trade has established the \$50 million Ontario Together Fund to support Ontario's response to the COVID-19 pandemic; and

Whereas the Ontario Together Fund has signed a Conditional Grant Agreement with the Business Advisory Centre Durham to provide all Ontario Small Business Enterprise Centres with funds to provide assistance to small businesses in responding to the COVID-19 pandemic; and

Whereas the Corporation of the City of Cornwall wishes to enter into a Conditional Flow Through Grant Agreement with the Business Advisory Centre Durham; and

Whereas the term of this agreement is entirely funded through the Business Advisory Centre Durham and Ministry of Economic Development, Job Creation and Trade to the City.

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 a Conditional Flow Through Grant Agreement with the Business Advisory Centre Durham.
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 23 day of November 2020.

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Manon L. Levesque  
City Clerk

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Bernadette Clement  
Mayor

### Report Approval Details

Document Title:	By-Law 2020-xxx Agreement with Durham BEC - 2020-394-PDR.docx
Attachments:	
Final Approval Date:	Nov 18, 2020

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

**Bob Peters - Nov 18, 2020 - 9:07 AM**

**Mark A. Boileau - Nov 18, 2020 - 11:45 AM**

**Tracey Bailey - Nov 18, 2020 - 3:02 PM**

**Maureen Adams - Nov 18, 2020 - 3:26 PM**

**The Corporation of the City of Cornwall**  
**Regular Meeting of Council**  
**Confirming By-law 2020-149**

Department: Corporate Services  
Division: Clerk's Division  
By-law Number: 2020-149  
Report Number 2020-370-Corporate Services  
Meeting Date: November 23, 2020  
Subject: Confirming By-law for the Meeting of November 23, 2020

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 23, 2020.

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 #2020-27 of Monday, November 9, 2020

(ii) Special Public Meeting of Council #2020-28 of Monday, November 9, 2020

(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 #2020-12 of Monday, November 9, 2020

(ii) Special In-Camera Committee of Council #2020-13 of Monday, November 9, 2020

(c) That the actions of the Council at its meetings held on Monday, November 23, 2020, 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 23rd day of November, 2020.

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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 23, 2020 - 2020-370-Corporate Services.docx
Attachments:	
Final Approval Date:	Nov 17, 2020

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

**Manon L. Levesque - Nov 17, 2020 - 10:43 AM**

**Geoffrey Clarke - Nov 17, 2020 - 10:55 AM**

**Maureen Adams - Nov 17, 2020 - 7:28 PM**