

REGIONAL MUNICIPALITY OF OTTAWA-CARLETON  
MUNICIPALITÉ RÉGIONALE D'OTTAWA-CARLETON

REPORT  
RAPPORT

---

Our File/N/Réf.                   **50 50-98-0001 / 06-98-0002**  
Your File/V/Réf.

DATE                               12 May 1998

TO/DEST.                         Co-ordinator  
Corporate Services and Economic Development Committee

FROM/EXP.                       Environment and Transportation Commissioner

SUBJECT/OBJET                 **ROAD MAINTENANCE AGREEMENTS BETWEEN  
THE CITY OF OTTAWA AND THE REGIONAL  
MUNICIPALITY OF OTTAWA-CARLETON**

---

### **DEPARTMENTAL RECOMMENDATIONS**

**That the Corporate Services and Economic Development Committee and Council approve the following:**

- 1. Execution of a Non-Winter Road Maintenance Service Agreement with the City of Ottawa as outlined in Annex A;**
- 2. Providing notice to the City of Ottawa with respect to extending the period of the new Non-Winter Road Maintenance Agreement until 31 December 2000 and annually thereafter until terminated by either party in accordance with the terms of the agreement;**
- 3. Providing notice to the City of Ottawa with respect to extending the period of the current Winter Rd. Maintenance Agreement with the City of Ottawa until 31 August 2000 and annually thereafter until terminated by either party in accordance with the terms of the Agreement.**

### **BACKGROUND**

The City of Ottawa has provided the Region with road maintenance services on Regional Roads since the inception of the Region in 1969. A former agreement with Ottawa was terminated by the Region on 23 October 1995. In accordance with Regional Council's

direction on 10 July 1996, a new Winter Road Maintenance Agreement with Ottawa was formulated on 16 August 1996.

Attached is a proposed new Non-Winter Road Maintenance Agreement that deals with those road maintenance activities not included in the Winter Agreement. The terms of this new proposed agreement were ratified by Ottawa's City Council at its meeting of 06 May 1998.

## DISCUSSION

The proposed new Non-Winter Agreement deals with the following road maintenance activities:

- a) Surface Repair
- b) Street Sweeping
- c) Litter Pickup and Control
- d) Drainage structures: inspection, cleaning, repair and Region's share of storm sewer costs
- e) Turf and Tree Maintenance
- f) Safety Device Maintenance
- g) Snow Disposal Site Operations
- h) Miscellaneous/Emergency Response - generally any other activities associated with the above-noted road maintenance works that were previously carried out by the City of Ottawa

The proposed agreement provides for the non-winter works to be carried out in accordance with the Region's Quality Standards, as outlined in Schedule "B"\* of the agreement, and provides for the ability to adjust these standards if necessary to meet budgetary constraints.

Payments would be based on the unit prices listed in Schedule "E"\* of the proposed agreement. The total amounts listed in this schedule were developed on the basis of the approved 1997 budget allocation of \$3,325,759 for these non-winter works plus \$49,920 for the removal of signs and posters for a total of \$3,375,679. Schedule "E" is subject to amendment, as necessary, to reflect the annual budget approved by the Region. The unit prices are all inclusive in that there will be no additional charges for administration or overhead.

The proposed agreement lists the Regional Roads to be included and the reporting requirements to be followed. The reporting requirements have been expanded upon significantly as compared to previous agreements to ensure that the Region has access to necessary information when required. Other standard provisions such as those relating to liability, arbitration and notices etc. are also included.

**\* Schedules A through G, referred to herein, are issued separately.**

The initial termination date of the proposed Non-Winter Agreement is 31 December 1999. The existing Winter Road Maintenance Agreement expires on 31 August 1999. There is provision for renewal of both agreements on the basis of 12 months written notice in advance of the termination date by the Region and acceptance by the City of Ottawa.

In this regard, it is proposed that in conjunction with the approval of a new Non-Winter Agreement, the Region provide the City of Ottawa with notice expressing its desire to extend the period of both the new Non-Winter and the existing Winter Agreements to 31 December 2000 and 31 August 2000 respectively and annually thereafter until terminated by either party in conformance with the termination terms of the agreements.

Upon renewal, both agreements provide for termination by either party with 12 months written notice provided the termination takes effect on 31 August of any year for the Winter Agreement and 31 December of any year for the Non-Winter Agreement.

The City of Ottawa provides de-icing chemical and abrasive application, snow plowing and snow removal services as well as winter road patrol services under the existing Winter Road Maintenance Agreement. The average annual cost to the Region for these winter services for the five year period 1990 to 1994 inclusive was \$7.42 M whereas the estimated average cost for the last two winter seasons for the same services is \$5.82 M (subject to final adjustments for the 1997/98 season just ended).

The average annual snowfall from 1990 to 1994 was 251.2 cm compared to the average snowfall of 286.8 cm for the last two winter seasons. No two winter seasons are alike and, from a statistical perspective, attempting to compare one winter with another is fraught with controversy.

Notwithstanding this, it is quite clear that, to date, the Region has saved at least the targeted \$1.1 M per winter season under the Winter Service Agreement for a total minimum projected saving of \$3.3 M over the original three season term.

#### EXPENDITURE JUSTIFICATION

The Non-Winter and Winter Road Maintenance Service Agreements provide for the maintenance of Regional Roads by the City of Ottawa to Regional standards. Road maintenance is a statutory obligation of the Region under Section 284 of the *Municipal Act*.

#### CONSULTATION

Public consultation is not applicable to this process.

FINANCIAL STATEMENT

Funds have been provided in the 1998 Operating Budget, Account No. 012-32321, Hardtop Maintenance, Account No. 012-32322, Turf and Tree Maintenance, Account No. 012-32323, Drainage Maintenance, Account No. 012-32326, Safety Devices Maintenance and Account No. 012-38111, Winter Maintenance.

*Approved by  
M. J. E. Sheflin, P. Eng.*

LAR/ms

FINANCE DEPARTMENT COMMENT

Funding for the 1998 portion of this agreement has been provided for in the 1998 Operating Budget. The remainder of the agreement represents a pre-commitment against future operating budgets.  
Subject to Council Approvals.

*Approved by C. Colaiacovo  
on behalf of the Finance Commissioner*

Attach. ( 1 )

THIS AGREEMENT made in triplicate this      day of May, 1998.

BETWEEN:

THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON,  
hereinafter called the "REGION"

OF THE FIRST PART,

AND:

THE CORPORATION OF THE CITY OF OTTAWA  
hereinafter called the "AREA MUNICIPALITY"

OF THE SECOND PART

WHEREAS certain Rd.s and St.s within the Area Municipality are Regional Rd.s for which the Region is responsible for maintenance;

AND WHEREAS the Region and the Area Municipality wish to work together in a co-operative effort to provide quality Rd. maintenance services to the residents of the Region in the most cost effective manner possible;

WITNESSETH that in consideration of the mutual covenants herein contained the Region and the Area Municipality agree as follows:

1. DEFINITIONS

- a. "Commissioner of Engineering and Works" means the person so appointed from time to time by the Area Municipality.
- b. "Condition rating" is a technical assessment of the current relative state of repair of Rd. infrastructure items in the Rd. Maintenance Inventory.
- c. "Environment and Transportation Commissioner" means the person so appointed from time to time by Regional Council.
- d. "Force Majeure" means an act of God, strike, lock-out or other labour dispute, act of the Queen's or public enemy, war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, lightning, fire, storm, flood, earthquake, explosion, governmental restraint or embargo, inability to obtain or delay in obtaining governmental approvals, permits, licences or allocations and any other cause (other than lack of funds),

**N.B. Schedules A through G, referred to herein, are issued separately.**

whether of the kind specifically enumerated or not, which is not reasonably within the control of the Party claiming Force Majeure.

- e. “Programme Priority Information” is written documentation outlining the relative scheduled order of repair of infrastructure items maintained by the Area Municipality under this Agreement.
- f. “Quality Standards” means those levels of service and standards of quality set forth in Schedule “B” hereto as amended from time to time by the Region.
- g. “Regional Rd.s” means those Rd.s or parts of Rd.s more particularly described in Schedule “C” to this Agreement as amended from time to time by the Region.
- h. “Rd. Maintenance” shall mean those activities set forth in Schedule “A” hereto and such other related activities as may be required by the Region, with the agreement of the Area Municipality, to be performed from time to time.
- i. “Rd. Maintenance Inventory” shall include information pertaining to the location, quantity, condition, history, planned maintenance or any other recorded details associated with Rd. infrastructure being maintained by the Area Municipality under this agreement.
- j. “Service Requests” shall mean requests for Rd. Maintenance or complaints concerning Rd. Maintenance received by the Area Municipality from the Region or from residents of the Region.

## 2. AREA MUNICIPALITY TO MAINTAIN REGIONAL RD.S

- (1) The Area Municipality shall with its equipment and operators, including materials, facilities, vehicles and contractors perform the services required to carry out the Rd. Maintenance activities on Regional Rd.s in accordance with the Quality Standards. The Rd. Maintenance activities, the Quality Standards and the Regional Rd.s referred to herein are set forth in Schedules A, B and C respectively.
- (2) The Area Municipality shall submit a work plan in the format as detailed in Schedule “D” by March 1st of each year of the term of this Agreement, including any extensions agreed to by the Parties, and the work plan shall be subject to written approval by the Region.

The work plan and the mix of resources to implement the work plan shall be structured in such a way as to provide for effective, efficient and economical operations and the Parties agree that a work plan may be amended at any time, upon mutual agreement.

3. SUBCONTRACTING

The Area Municipality shall provide the Region with the names of subcontractors, excluding those hired from the Area Municipality's and the Region's Rental Schedule of Mechanical Equipment, performing any of the services under this Agreement, as requested by the Region. The Area Municipality shall ensure that all subcontractors performing any services under this Agreement comply with all the terms and conditions of this Agreement.

4. ALTERATIONS TO REGIONAL RD. SYSTEM

- I. In the event that a new Rd., or Rd.s, is added to the Regional Rd. System within the geographic limits of the City of Ottawa the following provisions shall apply:
  - A. in the discretion of the Region, notice of such additions shall be given to the Area Municipality as herein provided; and
  - B. subject to the approval of the Area Municipality, such Rd.s shall be maintained by the Area Municipality in accordance with Section 2 of this Agreement;
- II. In the event that a Regional Rd., or Rd.s, is deleted from the Regional Rd. System within the geographic limits of the City of Ottawa, then this Agreement shall cease to apply to such Rd.s as of the effective date of the deletion of the Rd. from the Regional Rd. System.
- III. The Parties further acknowledge and agree that, where there is mutual agreement between the parties, Regional Rd.s located outside the geographic limits of the City of Ottawa may be added to this Agreement.

5. CHANGES TO MAINTENANCE SERVICES

The Environment and Transportation Commissioner and the Commissioner of Engineering and Works are authorized to alter by up to 10% of the total value of the services provided under this Agreement through mutually acceptable additions or deletions to Schedules "A", "B" and "C".



## 6. PERFORMANCE STANDARDS

The services to be provided by the Area Municipality under this Agreement shall comply with the Quality Standards set forth in Schedule “B” hereto; provided that the Environment and Transportation Commissioner reserves the right to modify these standards based on budgetary constraints or based on emergency conditions having regard for the safe and efficient management of pedestrian and vehicular traffic and the sufficient level of maintenance of the Regional Rd. System. Any modifications to the Quality Standards that are initiated under this Section shall not be subject to the limitation concerning changes stated in Section 5 of this Agreement.

## 7. RESPONSIBILITY OF ENVIRONMENT AND TRANSPORTATION COMMISSIONER

- (1) The Environment and Transportation Commissioner shall be generally responsible to the Regional Council for all of the services required to be performed under this Agreement and to approve of such services before payment is made for the services.
- (2) The Environment and Transportation Commissioner shall provide for and authorize Regional personnel to monitor and inspect the services to be performed by the Area Municipality under this Agreement, in which event the persons so designated shall be accorded access at all reasonable times to such documents, information, records, individuals, and work locations as may be required for them to effectively perform their duties.
- (3) The Environment and Transportation Commissioner may authorize and the Commissioner of Engineering and Works may accept as payment or partial payment for services provided under this Agreement, the provision of similar services by the Region on Rd.s of the Area Municipality, where both Parties agree to such an arrangement.

## 8. INFORMATION AND ACCESS TO RECORDS

- (1) Within 15 days of the end of each calendar month, the Area Municipality shall provide the Region with The Monthly Progress Report for the month just completed, presenting the following information for the maintenance activities listed in Schedule “E”
  - Current year’s budget
  - Current year’s estimated quantities

- Current year's unit cost
  - Current month's quantities
  - Current month's costs
  - Year to date quantities
  - Year to date costs
  - Current month's sub total and total costs
  - Year to date sub total and total costs
  - Current month's total operation's cost
  - Year to date total operation's cost
- (2) In addition to the authority of Regional personnel to access information in section 7(2) above, the Region shall have the right, on ten (10) days notice, to conduct an audit of all records and information and have access to all staff and sub-contractors of the Area Municipality for the purpose of ensuring that all quantities invoiced by the Area Municipality under this Agreement accurately reflect work and Rd. Maintenance activities carried out pursuant to the terms of this Agreement.
- (3) The Area Municipality shall respond in writing to Regional personnel, as soon as possible, or in any event within five (5) working days, of receipt of all written requests from the Region for information concerning Rd. Maintenance activities. Requests requiring more than five (5) working days to fulfil shall be acknowledged in writing within five (5) working days by the Area Municipality and the acknowledgement shall include the projected date when the Area Municipality will forward a complete response to the Region.
- (4) The Area Municipality shall provide the Region with monthly summaries of service requests received.
- (5) When requested by the Region in writing, the Area Municipality shall provide the Region with Rd. Maintenance inventory, condition rating and programme priority information that it possesses for selected items listed in Schedule "E" prior to the Area Municipality undertaking any maintenance activities with respect to the selected items.
- (6) The Area Municipality shall provide the Region, prior to 1 August of each year of the term of this Agreement, with a report describing, as much as possible in quantifiable terms, the level of service being provided at that time for each of the items listed in Schedule "E".
- (7) The Area Municipality shall provide the Region, prior to 1 August of each year of the term of this Agreement, with a report describing, as much as possible in quantifiable terms, the impact on the level of service for each item of service included in the report provided in accordance with

subsection 8(6) above, assuming the budget is reduced for each item of service to a level of 90% of the current year's budget and to a level of 80% of the current year's budget. This report shall also include proposals and opportunities to provide the Rd. Maintenance services at reduced cost based on service delivery efficiencies, standards or service level modifications, and other improvements. The Parties also agree to meet at mutually agreeable times to discuss all available efficiencies and improvements to service delivery.

- (8) The Area Municipality shall, annually after year-end postings have been made, provide the Region with average invoiced prices for the preceding calendar year for hot mix asphalt, cold mix asphalt and waste disposal.
- (9) From time to time the Region may request in writing that the Area Municipality undertake Rd. maintenance activities that are beyond the current scope of work specifically accommodated by the unit prices in Schedule "E". In such situations, both parties acknowledge and agree that the Region will be billed for actual costs incurred by the Area Municipality plus a 11% mark-up for administrative overhead and that it may be necessary for the Region to adjust the budget allocated for the items listed in Schedule "E" in order to accommodate such costs. In the event of an emergency, the Parties agree that the request from the Region need not be in writing.

## 9. PAYMENT

- (1) The Region shall pay the Area Municipality for the provision of the services approved by the Region and performed under this Agreement in accordance with the unit prices presented in Schedule "E" of this Agreement.

Costs for the maintenance of storm sewers, drainage ditches and combined sewers shall be based on the formula specifically agreed to by both the City of Ottawa and the Region at the time of construction (e.g. the MTO 27-rule etc.). For the purposes of billings under this agreement these costs shall be inclusive of administrative overhead.

Costs for snow dump operations and contributions to the Region's Snow Disposal Capital Reserve Fund shall be based on the cost sharing formula agreed to by the Area Municipality and the Region in 1992 and attached as Schedule "F".

- (2) Payment of the unit prices in Schedule "E" shall be full and final payment for the applicable services, including any and all applicable Federal and

Provincial taxes, and also including all supervision, management and any other costs incurred by the Area Municipality in connection with the delivery of services under this Agreement.

- (3) The Unit Prices in Schedule “E” shall be adjusted annually, commencing 1 January 1999 based on an amount equal to eighty-five percent (85%) of the increase or decrease in the Statistics Canada Consumer Price Index, All Items Consumer Price Index (not seasonally adjusted) Ottawa area - Catalogue 62-001. The annually adjusted Unit Prices shall apply only to services performed after the annual adjustment date up to the next annual adjustment date.
- (4) Should the average invoiced price for hot mix or cold patch asphalt in a given calendar year change by more than 10 % from the average invoiced price paid by the Area Municipality for those materials in calendar year 1997, either party may initiate negotiations for revised unit prices for the following items in Schedule “E”:

Hot Mix Patching  
Asphalt Resurfacing  
Cold Mix Patching  
Base Repairs

Any resulting changes to the unit prices for the above listed items shall be based on the percentage change in the average invoiced price having regard to the proportion of the unit price represented by the hot mix or cold patch asphalt material costs versus all other costs.

- (5) Should the average hourly wage component of the Area Municipality’s work force assigned to the work described in this agreement change by more than 10%, either party may initiate negotiations for revised unit prices for the items listed in Schedule “E”. Any resulting changes to these unit prices shall be based on the percentage change in the wage component of the unit prices having regard to the proportion of the unit price represented by wage costs versus all other costs.
- (6) Should the average invoiced price for the disposal of waste materials in a given calendar year change by more than 20 % from the average invoiced price paid by the Area Municipality for this service in calendar year 1997, either party may initiate negotiations for revised unit prices for any item in Schedule “E”. Any resulting changes to the unit prices for an item shall be based on the percentage change in the average invoiced price having regard to the proportion of the unit price represented by waste disposal costs versus all other costs.

- (7) The Environment and Transportation Commissioner shall prior to 1 April of each year of the term of this Agreement, and periodically thereafter as necessary, inform the Area Municipality of the budget for each item listed in Schedule "E" and the Area Municipality shall adjust its activities so that the total amount billed for each activity does not exceed the approved budget. Except for emergency situations and the item Snow Dump Operations in Schedule "E", the approved budget for any item shall not be exceeded unless the Region approves in advance. The Area Municipality will inform the Region of any such emergency situation at the earliest possible opportunity.
- (8) In the event that in any year of the term of this Agreement the actual quantities of work for any item either exceed or are less than the Estimated Quantities in Schedule "E" by twenty percent (20%) or more, as a result of additions or deletions to the Regional Rd. System, modifications to Quality Standards or revisions to budget, either Party may initiate negotiations for a revised unit price by serving a written request. In the case of increases, the negotiated revised unit price will apply to the quantities of work that are in excess of 120% of the tender quantities. In the case of decreases, the negotiated revised unit price will compensate the Area Municipality for fixed costs included in the original unit price that have not been recovered.

## 10. BILLINGS

- (1) The Area Municipality shall render to the Region a monthly invoice for the Rd. Maintenance services performed by the Area Municipality during the preceding month, which account shall be paid by the Region upon receipt and approval of the invoice.
- (2) The annual final adjustment billing shall be submitted by the Area Municipality to the Region when year-end postings have been made and the books for the Area Municipality have been closed.
- (3) Subject to subsection (4), if an account is not paid within thirty (30) days of its receipt, interest shall be added thereto commencing the thirty-first (31st) day after the date of receipt at the prime rate of interest determined, from time to time, by the Royal Bank of Canada. Any interest charges paid by the Region for items under dispute which are subsequently adjusted in favour of the Region, shall be refunded to the Region.
- (4) Any and all delays by the Area Municipality in the submission of invoices or in providing the information and reports required by Sections 2, 3 and 8 will result in corresponding delays in payment by the Region.

11. LIABILITY - VEHICLES

With respect to claims, demands and causes of actions of any nature and kind arising from the Area Municipality's use of licensed and unlicensed vehicles in carrying out the provisions of this Agreement:

- a. The Area Municipality shall be liable and responsible for, and indemnify and save the Region harmless from all claims.
- b. The Area Municipality shall also be liable and responsible for the cost of investigating and defending the claims referred to above.

12. LIABILITY - RD.S

The Region shall be liable and responsible for, and indemnify and save the Area Municipality harmless from, all claims, demands and causes of action of any nature and kind arising from the performance of, or the failure to perform, the Area Municipality's maintenance obligations under this Agreement, save and except for those claims, demands and causes of action that are attributable to the negligent manner in which the Area Municipality has performed, or failed to perform, Rd. Maintenance activities under this Agreement.

13. ARBITRATION

In the event of any dispute between the Parties, hereto during the term of this Agreement, or afterwards, or after the determination or breach of this Agreement as to any matter arising thereunder, either Party hereto shall be entitled to give to the other notice of such dispute and to demand arbitration thereof.

Such notice and demand being given, the Parties shall at once mutually appoint an arbitrator. If the Parties fail to agree upon an arbitrator, the matter shall be governed by the procedures set out in the *Arbitrations Act*, R.S.O. 1990, c. A.24. The decision of the arbitrator shall be final and binding upon the Parties who covenant that their disputes shall be so decided by arbitration alone and not by recourse to any Court by way of action of law.

The cost of arbitration shall be apportioned against the Parties hereto or against any one of them as the arbitrator may decide.

14. FORCE MAJEURE

If either Party is rendered unable wholly or in part by Force Majeure to perform its obligations under this Agreement (other than any obligation to pay money), such

Party shall give to the other Party prompt written notice of such Force Majeure with reasonably full particulars thereof and, insofar as known, the probable extent to which it will be unable to perform or be delayed in performing such obligation, whereupon such obligation of the Party giving the notice shall, so far as it is affected by the Force Majeure, be suspended during but no longer than the continuance of such Force Majeure. A Party giving notice of Force Majeure shall use all possible diligence to remove such Force Majeure as quickly as possible, provided, however, that this requirement shall not require the settlement of strikes, lock-outs, labour disputes or other labour difficulties by the Party concerned on terms contrary to its wishes.

15. PERIOD OF AGREEMENT

- (1) This Agreement shall take effect on the 1st day of January 1998 and shall remain in effect until the 31st day of December, 1999.
- (2) In the event that the Region wishes to renew this Agreement, the Region shall provide the Area Municipality with twelve (12) months written notice prior to the initial termination date.
- (3) In the event that the Region provides notice in accordance with subsection (2) above and the Area Municipality agrees ten (10) months prior to the initial termination date, the Agreement shall continue in effect until 31 December 2000 and annually thereafter until terminated by either party providing twelve (12) months written notice of termination.

16. TERMINATION

Either Party may terminate this Agreement by providing the other Party with twelve (12) months written notice.

17. AMENDMENTS TO AGREEMENT

The two parties recognize that any part of this Agreement may be amended from time to time by mutual agreement without terminating the Agreement. The parties further agree that all minor amendments that do not affect the general spirit and intent of this Agreement, may be approved by the Environment and Transportation Commissioner for the Region and the Commissioner of Engineering and Works for the Area Municipality.

18. NOTICES

All notices required to be given pursuant to this Agreement shall be in writing and either delivered by hand, mailed by registered first-class mail, postage prepaid, or sent by telecommunication as follows:

In the case of the Area Municipality:

City Clerk  
The Corporation of the City of Ottawa  
111 Sussex Drive  
Ottawa, Ontario  
K1N 5A1

In the case of the Region:

Regional Clerk  
The Regional Municipality of Ottawa-Carleton  
111 Lisgar St.  
Ottawa, Ontario  
K2P 2L7

Any such notice or other communication shall conclusively be deemed to have been given and received, if delivered, on the day on which it was delivered and if mailed, on the third business day following the day on which it was mailed and, if sent by telecommunication, on the first business day following the day on which it was dispatched. No Party shall mail any notice or other communications hereunder during any period in which Canadian postal workers are on strike or if such strike is imminent and it may reasonably be anticipated to affect the normal delivery or mail.

A Party may change its address for receipt of notices or other communications hereunder by giving notice thereof to the other Party.

19. SUCCESSORS AND ASSIGNS BOUND

This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns.



IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals attested by the hands of the respective duly authorized officers.

) THE REGIONAL MUNICIPALITY  
) OF OTTAWA-CARLETON  
)  
)  
)  
) \_\_\_\_\_  
) CHAIR  
)  
)  
)  
) \_\_\_\_\_  
) CLERK  
)  
) THE CORPORATION OF THE  
) CITY OF OTTAWA  
)  
)  
)  
) \_\_\_\_\_  
) MAYOR  
)  
)  
)  
) \_\_\_\_\_  
) CLERK