

# **THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY**

**COUNCIL MEETING  
JANUARY 11, 2016 – 7:00 pm**



## **Mission Statement:**

***The Corporation of the Township of South Glengarry is committed to excellence in the efficient delivery of municipal services in a fiscally responsible manner that maximizes the quality of life of our unique community and residents.***

## **Our Strategic Goals:**

1. Enhance Economic Growth and Prosperity
2. Invest in Infrastructure and its Sustainability
3. Strengthen the Effectiveness and Efficiency of our Organization
4. Improve Quality of Life in our Community
5. Improve Internal and External Communications





## **TOWNSHIP OF SOUTH GLENGARRY COUNCIL AGENDA**

**Date: January 11, 2016  
OPEN SESSION: 7:00 pm  
Council Chambers, Municipal Office**

- 1. CALL TO ORDER**
- 2. O CANADA**
- 3. APPROVAL OF AGENDA**
- 4. DECLARATION OF PECUNIARY INTEREST**
- 5. APPROVAL OF MINUTES**
  - December 16, 2015 –Regular Meeting of Council **Pg 1**
  - December 17, 2015– Special Meeting of Council **Pg 6**
- 6. QUESTIONS ARISING FROM THE MINUTES**
- 7. PRESENTATIONS:**
  - Herbert and Geraldine Schwartz
- 8. STAFF REPORTS:**
  - Staff Report No. 01-16 – Lease Agreement Township and Legion **Pg 7**
  - Staff Report No. 02-16 – Report on Bill 8 **Pg 21**
  - Staff Report No. 03-16 – Place St. Laurent 1' Reserve
  - Staff Report No. 04-16 – Glendalers Sports Club Agreement **Pg 53**
  - Staff Report No. 05-16 – FCM Fees **Pg 59**
  - Staff Report No. 06-16 – By-law 05-16 – Bylaw 06-16 –Temporary Use By-laws **Pg 65**
- 9. COMMITTEE OF THE WHOLE (Open Session)**
  - a) Consents Summary – 2015** **Pg 79**
  - b) Recommendations**
    - B-112-15,B-114-15,B-115-15 – Valade/Lelievre **Pg 93**
    - B-113-15 - Lelievre **Pg 113**
  - c) Notice of Decisions** **Pg 125**
    - B-92-15 Catholic District School Board
    - B-93-15 Roman Catholic Episcopal Corp. Diocese Alexandria/Cornwall **Pg128**
  - d) GM Corporate Services – Financial Report** **Pg 132**
    - Statement of Revenue and Expenditure as at
  - e) GM Community Services – Joanne Haley** **Pg 138**



- 2015 Land Use Planning Activity

**f) Council Reports on Committees**

**g) Other Business**

- OMAFRA – 2<sup>nd</sup> Intake of Building Canada Fund

**Pg 142**

**10. RISE FROM THE COMMITTEE OF THE WHOLE**

**11. COMMITTEE REPORTS / MINUTES**

- Raisin Region Conservation Authority - Minutes December 3, 2015
- Committee of Adjustment Minutes – December 15, 2015

**Pg 144**

**Pg 160**

**12. CONFIRMING BY-LAW NO. 04-16**

**Pg 164**

**13. ADJOURNMENT**



DECEMBER 16, 2015

THE REGULAR MEETING OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY WAS HELD IN THE EVENING AT THE TOWNSHIP OFFICE, LANCASTER ON DECEMBER 16<sup>TH</sup>, 2015.

THERE WERE PRESENT: Mayor Ian McLeod, Deputy-Mayor Frank Prevost, Councillor Trevor Bougie, Councillor Joyce Gravelle and Councillor Lyle Warden

**RESOLUTION NO. 363-15**

Moved by: Frank Prevost  
Seconded by: Lyle Warden

BE IT RESOLVED THAT the Council Meeting of the Township of South Glengarry of December 16<sup>th</sup>, 2015 now be opened at 7:00pm.  
Carried.

**RESOLUTION NO. 364-15**

Moved by: Trevor Bougie  
Seconded by: Frank Prevost

BE IT RESOLVED THAT Council of the Township of South Glengarry approve the Agenda Package for the Meeting of December 16<sup>th</sup>, 2015 as amended.  
Carried.

Closed Session Staff Report No. 113-15 was moved to the Closed Session Items on the Agenda.

**RESOLUTION NO. 365-15**

Moved by: Lyle Warden  
Seconded by: Trevor Bougie

BE IT RESOLVED THAT the minutes of the following Council meeting be accepted as circulated:

- Regular Council Meeting – November 23, 2015
  - Special Capital Budget Meeting – November 24, 2015
- Carried.

**Presentations:**

- Pierre Roy – Royal Canadian Legion presented Council with a framed picture of the "Glengarry Settler" to hang proudly in the Council Chambers
- Susan Wallwork – SDG Library presented to Council the changing Library System
- Brenda Baxter – presented a progress report on the Bishop's House

**RESOLUTION NO. 356-15**

Moved by: Frank Prevost  
Seconded by: Trevor Bougie

BE IT RESOLVED THAT the Service Manager Joint Liaison Committee supports amending the Provincial Offences Intermunicipal Service Agreement dated December 18, 2000, to authorize the Municipal Partner to enter into Intermunicipal agreements with participating municipalities to:

- a) Add any part of a defaulted Provincial Offences Act fine to the Tax Roll for which all of the owners are responsible for paying the fine; and
- b) Accept on behalf of the Serviced Municipalities, named herein, any part of a defaulted Provincial Offences Act fine from a participating municipality for listing on the Serviced Municipality Tax Roll, for any property for which all the owners are responsible for paying the fine, and

forwarding all information received to the Treasurer(s) of the Serviced Municipality;

The Corporation of the City of Cornwall  
The Corporation of the Township of South Stormont  
The Corporation of the Township of North Stormont  
The Corporation of the Municipality of South Dundas  
The Corporation of the Township of North Dundas  
The Corporation of the Township of South Glengarry  
The Corporation of the Township of North Glengarry

**AND THAT** the Director of Court Services for the United Counties of Stormont, Dundas and Glengarry be authorized to enter into said Intermunicipal agreements, for the purpose of Tax Rolling, when deemed appropriate.

**AND THAT** the Provincial Offences Intermunicipal Service Agreement be amended by adding the flowing clauses:

**"6.1 TAX ROLLING**

6.1(a) The Municipal Partner will, when deemed appropriate, enter into an Intermunicipal agreement with those municipalities who have entered into a transfer agreement under part X of the *Provincial Offences Act*, to add any part of a fine for a commission of a provincial offences that is in default under section 69 of the *Provincial Offences Act* to the Tax Roll for any property in the participating municipality for which all of the owners are responsible for paying the fine.

6.1(b) The Municipal Partner will, when deemed appropriate, accept on behalf of the Serviced Municipalities any part of a fine for a commission of a provincial offence that is in default under section 69 of the *Provincial Offences Act* from a participating municipality and upon receipt will forward all information received to the Treasurer of the Serviced Municipality for listing on their Tax Roll for any property for which all the owners are responsible for paying the fine.

6.1(c) The Director of Court Services for the United Counties of Stormont, Dundas and Glengarry be authorized to enter into said Intermunicipal agreements."

**AND FURTHERMORE THAT** the amendments proposed above be implemented upon receipt of supporting resolutions from all Serviced Municipalities.  
Carried.

**RESOLUTION No. 367-15**

**BE IT RESOLVED THAT** the Township of South Glengarry receive Staff Report No. 115-15 and hereby set the dates for the 2016 Regular Council meeting as per the attached Schedule "A".  
Carried.

**RESOLUTION NO. 368-15**

**Moved by:** Trevor Bougie  
**Seconded by:** Lyle Warden

**BE IT RESOLVED THAT** Staff Report No. 116-15 be received and that the Township of South Glengarry select the SDG Counties Docs System as a paperless meeting management.  
Carried.

**RESOLUTION NO. 369-15**

**Moved by:** Frank Prevost



**Seconded by: Trevor Bougie**

**BE IT RESOLVED THAT** Staff Report No. 117-15 be received and that By-law No. 23-15, being a by-law governing the calling, place and proceedings of meeting of the Corporation of the Township of South Glengarry be postponed to January 11, 2016.  
Carried.

**RESOLUTION NO. 370-15**

**Moved by: Lyle Warden**

**Seconded by: Joyce Gravelle**

**BE IT RESOLVED THAT** Staff Report No. 119-15 to request a Stop Sign to be erected on Sutherland Drive be Received and Filed with no further action.  
Carried.

**RESOLUTION NO. 371-15**

**Moved by: Lyle Warden**

**Seconded by: Trevor Bougie**

**BE IT RESOLVED THAT** Staff Report 118-15 be postponed until the changes have been made to the Community Partnership Agreement between the Township and the Glendalers' Sports Club.  
Carried.

**RESOLUTION NO. 372-15**

**Moved by: Joyce Gravelle**

**Seconded by: Frank Prevost**

**BE IT RESOLVED THAT** Staff Report No. 121-15 on Local Advertising be RECEIVED and FILED for information purposes only.  
Carried.

**RESOLUTION No. 373-15**

**Moved by: Trevor Bougie**

**Seconded by: Lyle Warden**

**BE IT RESOLVED THAT** Staff Report No.122-15 be received and By-law 64-15, being a by-law to amend by-law 38-09, the comprehensive Zoning By-Law for the Township of South Glengarry, for the property legally described as Part of Lots 23 & 24, Concession 1 being Parts 1, 2, 3, 4, 5, 6 & 7 on Registered Plan 14R-5857, in the former Township of Lancaster, now in the Township of South Glengarry be rezoned from Residential One (R1), Provincially Significant Wetland (PSW) and Flood Plain- Holding (FP-H) to Residential One (R1), Provincially Significant Wetland (PSW) and Flood Plain (FP) to reduce the Provincially Significant Wetland Area to conform to the Official Plan of the United Counties of Stormont, Dundas and Glengarry and to remove the holding symbol to permit the development of a single detached dwelling **AND FURTHERMORE THAT** the By-law be read a first, second and third time, passed, signed and sealed in Open Council this 16<sup>th</sup> day of December 2015.  
Carried.

**RESOLUTION No. 374-15**

**Moved by: Joyce Gravelle**

**Seconded by: Trevor Bougie**

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry move into Committee of the Whole (opened session).  
Carried.

**RESOLUTION NO. 375-15**

**Moved by: Frank Prevost**  
**Seconded by: Lyle Warden**

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry rise for the Committee of the Whole without reporting.  
Carried.

**RESOLUTION NO. 376-15**

**Moved by: Joyce Gravelle**  
**Seconded by: Trevor Bougie**

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry now be convened to Closed Session at 9:12 pm and the items to be discussed below as per the *Municipal Act* are:

- **STAFF REPORT No. 113-15 - Litigation and Potential Litigation – Section 357 – Roll # 0101008-85500- Mike Samson**
- **Labour Relations or Employee Negotiations s. 239(2)(d) – Ewen Macdonald – Operation Review Response**
- **Litigation or Potential Litigation – Paragon Rd – Unopened Road Allowance – Verbal update – Ewen MacDonald**  
Carried.

**RESOLUTION NO. 377-15**

**Moved by: Joyce Gravelle**  
**Seconded by: Lyle Warden**

**BE IT RESOLVED THAT** the Closed Session of December 16, 2015 now be adjourned at 10:43 pm and reconvene into Open Session.  
Carried.

**RESOLUTION NO. 378-15**

**Moved by: Joyce Gravelle**  
**Seconded by: Frank Prevost**

**BE IT RESOLVED THAT** Staff Report No. 113-15 be received and that the Council of the Township of South Glengarry hereby approve the request for adjustment to Roll No. 01 01 008 00085500 under Section 357 (1) of the *Municipal Act*, 2001.  
Carried.

**RESOLUTION NO. 379-15**

**Moved by: Frank Prevost**  
**Seconded by: Trevor Bougie**

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry pass By-law 65-15, being a by-law to adopt, confirm and ratify matters dealt with by resolution at the Meeting of December 16<sup>th</sup>, 2015 be read a first, second and third time, passed, signed and sealed in Open Council this 16<sup>th</sup> day of December, 2015.  
Carried.

**RESOLUTION NO. 380-15**

**Moved by: Frank Prevost**  
**Seconded by: Trevor Bougie**

**BE IT RESOLVED THAT** the Council Meeting of the Corporation of the Township of South Glengarry of December 16<sup>th</sup>, 2015 now be adjourned at the call of the chair at 10:44 pm.  
Carried.

**MAYOR:** \_\_\_\_\_ **CLERK:** \_\_\_\_\_

DECEMBER 17<sup>TH</sup>, 2015

THE SPECIAL MEETING OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY WAS HELD IN THE EVENING 5:00 PM AT THE CHAR-LAN RECREATION CENTER, UPSTAIRS ON DECEMBER 17, 2105.

**THERE WERE PRESENT:** Deputy-Mayor Frank Prevost, Councillor Trevor Bougie  
Councillor Joyce Gravelle and Councillor Lyle Warden

**REGRETS:** Mayor Ian McLeod

**PRESENT** from North Glengarry: Mayor Chris McDonell, Council Carma Williams,  
Councillor Jeff Manley, Councillor Brian Caddell

**RESOLUTION NO. 381-15**

**Moved by:** Trevor Bougie  
**Seconded by:** Joyce Gravelle

**BE IT RESOLVED THAT** the Special Meeting of the Township of South Glengarry of December 17<sup>th</sup>, 2015 now be opened.  
Carried.

**RESOLUTION NO. 382-15**

**Moved by:** Joyce Gravelle  
**Seconded by:** Trevor Bougie

**BE IT RESOLVED** the Special Meeting of the Township of South Glengarry move into The Committee of the Whole (Open Session).  
Carried.

**PRESENTATION:**

From Amberley Gavel, Mr. Nigel Bellchamber and Fred Dean presented to the Councils of South Glengarry and North Glengarry an in-house training on the Roles of the Mayor and Council, CAO and Administration the relationship(s) between each, Statutory Duties, Conflict of Interest, Closed Meeting requirements and Codes of Conduct.

**RESOLUTION NO. 383-15**

**Moved by:** Lyle Warden  
**Seconded by:** Trevor Bougie

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry moved into the Committee of the Whole (without reporting).  
Carried.

**RESOLUTION NO. 384-15**

**Moved by:** Trevor Bougie  
**Seconded by:** Lyle Warden

**BE IT RESOLVED THAT** the Special Meeting of Council of December 17, 2015 now be adjourned at the call of the chair at 9:34 pm.  
Carried.

**MAYOR:** \_\_\_\_\_

**CLERK:** \_\_\_\_\_

## Marilyn LeBrun

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**From:** Herb Schwartz [herb.schwartz@teksavvy.com]  
**Sent:** January-06-16 11:00 AM  
**To:** Marilyn LeBrun  
**Subject:** [LIKELY\_SPAM]council meeting request

**Importance:** High

Hi Marilyn,

I received a phone call from Kevin Lalonde within the last hour. I did not take notes as to the time frame he said the complaint Geraldine and I made to the township with respect to a dog attack of Nov. 14th 2015, however it sounded to me like the mater is still under investigation and would be waiting for Garry... etc. etc. or something to that effect.

I made it clear to Kevin that I am not satisfied in waiting any longer, and that not only have the muzzle by law not been enforced. I personally have seen the dog being released as they entered the walk way to the Glen Walter park. In other words not on a leash under the control of a responsible person. I also mentioned that one of our neighbors saw the women owner of the dog come out of the walk way and then gain control of the dog, in other words, the dog was at large, and in the same relative area that the attack took place back on Nov 14th 2015.

**Could you please have my name and my wife's name added to the adjenda for the upcoming council meeting, I believe you said Jan, 11th 2016. As I said to Kevin Lalonde, if the by-laws have been enforced prior to that time, I will show up anyway and say thank you.**

Again I reiterate, there is no reason for this complaint to take as long to be acted on.

Thank you again for being instrumental in bringing this matter to the forefront.

Sincerely,  
Herbert Schwartz



This email has been checked for viruses by Avast antivirus software.  
[www.avast.com](http://www.avast.com)





## STAFF REPORT

S.R. No. 01-16

PREPARED BY:

Marilyn LeBrun - Clerk

PREPARED FOR:

Council of the Township of South Glengarry

COUNCIL DATE:

January 11, 2016

SUBJECT:

Lease between the Corporation of the Township of South Glengarry and the Royal Canadian Legion Branch 544

BACKGROUND:

1. The Royal Canadian Legion and the Township of South Glengarry met at the Regular Council Meeting of March 9<sup>th</sup>, 2015 and it was decided that this would be a good time to update the lease agreement with the Legion Br. 544 in Lancaster.
2. The Township of South Glengarry will Lease 119 Military Road North in Lancaster to the Royal Canadian Legion Br. 544 and the term of this lease will be 20 years at a Fixed Annual Rent commencing on January 1, 2016. Article 5 of the lease allows that the lease can be renegotiated as of January 1<sup>st</sup>, 2019 even though the lease expires on December 31, 2035.

ANALYSIS:

3. The Legion Branch 544 shall cause any such insurance policies to contain the following endorsements:
  - a. Landlord is named as an additional insured
  - b. A thirty (30) day notice of cancellation of insurance to all who are or become additional insureds as required under the Lease
  - c. \$3,500,000.00 bodily injury per person;
  - d. \$5,000,000.00 per occurrence combined single limit for bodily injury, personal injury and property damage
4. The Legion Branch 544 shall provide the Township with a certified copy of the insurance policy or policies upon taking possession of the Lease premises and annually within ten (10) days of the renewal date of the policy.

**MOVED BY:**

Joyce Gravelle

**SECONDED BY:**

Lyle Warden

**BE IT RESOLVED THAT** Staff Report No. 01-16 be received and that the Council of the Township of South Glengarry pass By-law No 01-16, being a by-law to enter into a new lease agreement with the Royal Canadian Legion Branch 544 and the Corporation of the Township of South Glengarry, be read a first, second and third time, passed, signed and sealed in Open Council this 11<sup>th</sup> day of January 2016.

  
Recommended to Council for Consideration by:  
CAO – BRYAN BROWN

DATE: Jan 5/16

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 01-16  
FOR THE YEAR 2016**

***BEING A BY-LAW TO ENTER INTO A LEASE AGREEMENT  
BETWEEN THE CORPORATION OF THE TOWNSHIP OF SOUTH  
GLENGARRY AND ROYAL CANADIAN LEGION BRANCH 544.***

**WHEREAS** the Council of the Corporation of the Township of South Glengarry deems it necessary and in the public interest to enter into a Lease Agreement with the Royal Canadian Legion Branch 544. The Township of South Glengarry being the owner of the land described as Part Lot 38, Concession 1, Part of Block "D", Plan 26 as in AR26258 except 14R773 in the former Village of Lancaster, now in the Township of South Glengarry also known as 119 Military Road North.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF  
THE TOWNSHIP OF SOUTH GLENGARRY ENACTS AS  
FOLLOWS:**

1. **THAT** the Mayor and Clerk are hereby authorized to sign a Lease Agreement between the Township of South Glengarry and the Royal Canadian Legion Branch 544 and attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. **THAT** this by-law shall come into force and take effect on the date of its final passing.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED  
AND SEALED IN OPEN COUNCIL THIS 11<sup>TH</sup> DAY OF JANUARY,  
2016.***

**MAYOR:**

**CLERK:**



THIS LEASE, made as of this 1<sup>ST</sup> day of January, 2016.

B E T W E E N :

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY, a corporation  
incorporated under the laws of Ontario,  
(hereinafter called Landlord),

- and -

TRUSTEES OF THE CLAUDE NUNNEY V.C. MEMORIAL BRANCH ONT. NO. 544, THE  
CANADIAN LEGION OF THE BRITISH EMPIRE SERVICE LEAGUE  
(hereinafter called Tenant).

WITNESSETH:

Landlord and Tenant covenant and agree as follows:

#### ARTICLE 1 -- BASIC LEASE TERMS

##### 1.1 General Location of Leased Premises

Location: Branch 544, 119 Military Rd. N., Lancaster, Province of Ontario, K0C 1N0

##### 1.2 Parties and Notice Address

Landlord: 6 Oak Street, P.O. Box 220, Lancaster, Ontario, K0C 1N0  
Attention: Chief Administrative Officer  
Fax Number: 613-347-3411  
Email address: [ewen@southglengarry.com](mailto:ewen@southglengarry.com)

Tenant: Legion Branch No. 544  
Address: \_\_\_\_\_

Attention: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

##### 1.3 Term

(Article 31)

Twenty (20) years, commencing January 1<sup>st</sup>, 2016 and ending December 31<sup>st</sup>, 2035.

##### 1.4 Fixed Annual Rent

(s. 4.1)

Lease Years 1-5: \$27,000.00 payable at \$450.00 per month.  
Lease Years 6-10: \$28,500.00 payable at \$475.00 per month.  
Lease Years 11-15: \$30,000.00 payable at \$500.00 per month.  
Lease Years 16-20: \$31,500.00 payable at \$525.00 per month.

##### 1.5 Contents of Lease

(Article 5)

This lease (the "Lease") consists of:  
Pages 1 through 9  
Sections 1.1 through 37.1  
Exhibit A  
Exhibit B

##### 1.6 Exhibits

A - Legal Description, a legal description of the Land (as hereinafter defined).  
B - Schedule of Rules and Regulations forming part of this Lease

#### ARTICLE 2 -- DEFINITIONS

2.1 Where used in this Lease, including any Exhibit attached hereto, the words set out below in parenthesis shall have the meaning set out opposite:

- (a) **"Building"** means the premises presently located on the Land.
- (b) **"Business Day"** means any day other than Saturday, Sunday or a Statutory Holiday under applicable provincial law.
- (c) **"Destruction"** means any damage or destruction by fire, elements, or other risk or peril in respect of which insurance is to be carried by the terms of this Lease or any other casualty or cause.
- (d) **"Fixed Annual Rent"** means annual rent specified in s. 1.4 and Article 5.
- (e) **"Improvements"** means any buildings and improvements now or hereafter erected on the Land.
- (f) **"Land"** means the land described in Exhibit A
- (g) **"Lease Interest Rate"** means the greater of (a) interest at Prime Rate per annum plus two percent (2%) or (b) eight percent (8%) per annum, or if such rate is illegal, at the highest rate permitted in law.
- (h) **"Lease Year"** means a period of twelve (12) consecutive calendar months, during the term of this Lease, the first Lease Year being the period of twelve (12) consecutive calendar months commencing from the Rent Commencement Date if the Rent Commencement Date is the first day of a month or on the first day of the month immediately following the month in which the Rent Commencement Date occurs if the Rent Commencement Date is not the first day of a month, and ending on the day preceding the first anniversary of such date of commencement, and each succeeding Lease Year during the term of this Lease, being a period of twelve (12) consecutive calendar months commencing on the day following the expiration of the Lease Year preceding it.
- (i) **"Leased Premises"** means collectively the Land and Improvements.
- (j) **"Prime Rate"** means the rate of interest per annum established by the Bank of Montreal, as a reference rate of interest to determine the interest rate such bank will charge for Canadian dollar commercial loans to its customers in Canada and which such bank quotes or publishes as its prime rate.
- (k) **"Real Estate Taxes"** see s. 13.2.

#### ARTICLE 3 -- DEMISE

3.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises and the improvements now or hereinafter erected on the Land, together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

#### ARTICLE 4 -- TERM

4.1 The term of this Lease shall commence on the date hereof and shall continue for the period of time specified in s. 1.3, unless previously terminated or extended as in this Lease provided.

4.2 If the Tenant is not in default of its obligations beyond any period granted to the Tenant to remedy such default under the Lease, the Tenant shall have an option to extend the lease at the expiration of the term thereof for a further period of ten (10) years with a fixed annual minimum rent to be agreed upon between Landlord and Tenant provided, however, that unless the Tenant shall exercise such option by written notice to the Landlord no later than twelve months before the expiration of the term, the option to extend shall be null and void.

#### ARTICLE 5 -- FIXED ANNUAL RENT

5.1 The Fixed Annual Rent, commencing on January 1<sup>st</sup>, 2016 for the term of this Lease shall be as specified in s. 1.4, unless abated or diminished as hereinafter provided. Tenant shall pay the Fixed Annual Rent to Landlord at the address of Landlord set forth in s. 1.2 (or such other address as Landlord may advise in writing) commencing on January 1<sup>st</sup>, 2016 and thereafter in equal monthly installments in advance on the first day of each month by cheque.

Tenant is permitted to renegotiate this Lease and the Fixed Annual Rent as of January 1<sup>st</sup>, 2019, even though this Lease expires on December 31<sup>st</sup>, 2035.

#### ARTICLE 6 -- USE AND OCCUPANCY

6.1 The Leased Premises shall not be used for any purpose other than, without limiting the generality of the foregoing, a meeting place, a bar, a social facility, banquet hall or convention

center. The Lease Premises may also be used as a post-disaster facility if dictated by emergency events.

6.2 The Tenant shall be permitted to rent the Leased Premises, or any portion thereof, so long as it is rented for a purpose set out in article 6.1.

#### ARTICLE 7 -- SIGNS

7.1 The Tenant, subject to any municipal approvals shall have the right, at its cost, to place signs within the Leased Premises, including without limitation, pylon signs.

#### ARTICLE 8 -- REPAIRS

8.1 Tenant shall (unless the need therefor shall arise from ordinary wear and tear which does not detract from the usual and normal use thereof) make all necessary repairs to the Leased Premises including repairs to the heating, ventilating and air conditioning system serving the Building, to the plumbing and the electrical systems and those required as a result of Tenant's negligence except that Tenant shall not be obligated to make any of the foregoing arising out of or in any way connected with (a) settling, or (b) the negligence of Landlord, its agents or employees. Tenant shall make all replacements of plate glass in the Building except if the need for such replacement shall arise from any of the occurrences set forth in subsections (a) and (b) in the preceding sentence.

8.2 Landlord makes no representations with respect to this transaction or the Leased Premises, except as specifically set forth herein, and Tenant expressly acknowledges that no such representations have been made. Tenant takes the Leased Premises in its "as is" condition.

#### ARTICLE 9 -- INSURANCE AND INDEMNITY

9.1 Tenant agrees to maintain insurance policies providing coverage against loss by fire, lightning, and such other perils as may from time to time be included in the standard fire insurance additional perils supplementary contract generally available in the jurisdiction where the Leased Premises is located and malicious mischief covering the Premises and the other Improvements in the Leased Premises for the full replacement value thereof.

Tenant shall cause any such insurance policies to contain the following endorsements:

- (a) Landlord is named as an additional insured; and
- (b) a thirty (30) day notice of cancellation of insurance to all who are or become additional insureds as required under this Lease.

9.2 Tenant shall maintain, at its own cost and expense, public liability insurance having minimum limits of coverage as follows:

- (a) \$3,500,000.00 bodily injury per person;
- (b) \$5,000,000.00 per occurrence combined single limit for bodily injury, personal injury and property damage.

and said public liability policy shall contain the following provisions:

- (a) Landlord shall be named as an additional insured and;
- (b) a thirty (30) day notice of cancellation of insurance to all who are or who become additional insureds as required in this Lease.

9.3 Tenant shall provide Landlord with a certified copy of the insurance policy or policies upon taking possession of the Leased Premises, and annually within ten (10) days of the renewal date of the policy.

#### ARTICLE 10 -- REQUIREMENTS OF LAW, FIRE INSURANCE AND LIQUOR LICENSE

10.1 Tenant shall comply with and shall from time to time conform the Leased Premises, at its own expense, to the requirement of every applicable lawful statute, law, bylaw, ordinance, regulation and order and with every reasonable regulation and order of the Insurers' Advisory Organization or of any body having similar functions, affecting the operation, condition, maintenance, use or occupation of the Leased Premises or be required on account of any particular use to which the Leased Premises may be put, but only insofar as the necessity therefor shall arise solely out of the manner or method of use of the Leased Premises. Provided however, that the foregoing shall not require Tenant to make any structural, alterations, installations or repairs at any time. Landlord shall comply with all of such requirements except to the extent that

Tenant is obligated to comply therewith. Tenant shall have the right upon giving notice to Landlord to contest any obligations imposed upon Tenant pursuant to the provisions of this s. 10.1 and to defer compliance during the pendency of such contest, if the failure of Tenant to so comply will not subject Landlord to criminal or other penalty or cost. Landlord shall cooperate with Tenant in such contest and shall execute any documents reasonably required in furtherance of such purpose.

10.2 Tenant shall maintain in place an Ontario Liquor License for the Leased Premises, at its own expense, which will comply with the requirement of every applicable lawful statute, law, bylaw, ordinance, regulation, and order and with every reasonable regulation and order of the Alcohol and Gaming Commission of Ontario (AGCO) or of any body having similar functions, affecting the operation, condition, maintenance, use or occupation of the Leased Premises or be required on account of any particular use to which the Leased Premises may be put, but only insofar as the necessity therefor shall arise solely out of the manner or method of use of the Leased Premises.

#### ARTICLE 11 -- ALTERATIONS

11.1 The Tenant may at its own expense from time to time, during the term hereof, make such alterations, replacements, improvements and changes, structural or otherwise including enlargements to the Leased Premises and the construction of new structures, utilities and other services (hereinafter called "Alterations"), in and to the Leased Premises which it may deem necessary or desirable, provided such Alterations are consented to in advance by the Landlord in writing, shall not reduce the value of the Leased Premises and any such alterations are completed in a first class manner. Provided further, the Tenant shall not make any structural changes or additions without the prior written consent of the Landlord. Tenant, in making any Alterations, shall comply with all applicable laws, orders and regulations of federal, provincial, county and municipal authorities, with any direction given by a public officer pursuant to law and with any reasonable regulations of the Insurance Advisory Organization. Tenant shall obtain or cause to be obtained all building permits, licences, temporary and permanent certificates of occupancy and other governmental approvals which may be required in connection with the making of Alterations. Landlord shall cooperate with Tenant in the obtaining thereof and shall execute any documents required in furtherance of such purpose. It is understood and agreed that the Tenant shall not be required to restore the Leased Premises to its original state upon the expiration or earlier determination of the term. It is further agreed that upon termination of this Lease, Tenant may, provided it repairs any damage caused thereby, remove its furniture, fixtures, and equipment and the Landlord will accept the Leased Premises as altered without any obligation upon the Tenant to restore the Leased Premises to its former condition.

#### ARTICLE 12 -- ACCESS TO PREMISES

12.1 Tenant shall permit Landlord, or the Landlord's General Manager, Infrastructure Services or other delegate, to enter upon the Leased Premises at all reasonable times on 48 hours notice (a) to make repairs, changes, replacements and restorations to the Leased Premises which are required to be made by Landlord, and (b) during the twelve (12) month period preceding the date of expiration of the term of this Lease without renewal, to exhibit the Leased Premises to prospective tenants, provided that Landlord shall not unreasonably interfere with the conduct of Tenant's business therein.

#### ARTICLE 13 -- UTILITIES AND TAXES

13.1 Landlord shall pay for all utilities, including water, grass cutting, gas, electricity and fuel consumed in the Leased Premises, as well as charges for use of the street lights and snow removal.

13.2

- (a) Real Estate Taxes shall mean only general municipal real estate taxes levied, rated or assessed against the real property comprising the Leased Premises. There shall be excluded from the Real Estate Taxes, and Tenant shall in no event have any payment obligation with respect to, (a) income, excess profits, gross receipts, gift, payroll, estate, business, inheritance, succession, transfer, franchise, capital or other tax or assessment upon Landlord or the rentals payable under this Lease; (b) any capital tax or large corporation tax imposed upon the Landlord and/or the owners of the Leased Premises, including without limitation any such tax pursuant to the *Corporations Tax Act* (Ontario), R.S.O. 1990, c. C.40, or the *Income Tax Act* (Canada), R.S.C. 1985, c. 1 (5th Supp.), which is measured by or based in whole or

in part upon the capital employed by the Landlord and/or the owners of the Leased Premises in the construction of the Leased Premises or any capital or place of business tax levied by the Provincial and/or Federal government or other applicable taxing authority against the Landlord and/or the owners of the Leased Premises with respect to the Leased Premises; and (c) the amount by which separate school taxes, if any, should be payable, exceed the amount which would have been payable for school taxes if no assessments for separate schools has been made, unless Landlord shall elect to have the Leased Premises assessed for separate school taxes.

Tax Year shall mean the real estate fiscal tax year designated by the local taxing authorities.

- (b) Landlord shall, subject to the provisions of this section pay, on or before the due date, all Real Estate Taxes which may be levied or assessed by any lawful authority against the Leased Premises.

The Tenant has the Landlord's full and irrevocable authority to obtain from the assessing authority and any municipality or governmental body any particulars or information with respect to the assessment or Real Estate Taxes of the Leased Premises, at the Tenant's cost, and the Landlord shall forthwith upon demand provide written acknowledgement of such authority to any person or body as the Tenant may require.

#### **ARTICLE 14 – SUBORDINATION**

14.1 This Lease shall become subject and subordinate to the lien of any mortgage of the Leased Premises made by Landlord and any renewals, modifications or extensions thereof, provided that a Subordination, Recognition and NonDisturbance Agreement in registrable form and in the form reasonably satisfactory to Landlord and Tenant is executed, acknowledged and delivered by such mortgagee to Tenant. If the holder of any such mortgage of the entire Leased Premises requires that this Lease have priority over such mortgage, Tenant shall, upon request of such holder, execute, acknowledge and deliver to such holder an agreement acknowledging such priority.

#### **ARTICLE 15 – FIXTURES**

15.1 All fixtures and equipment whether owned by Tenant or leased by Tenant from a lessor/owner (hereinafter called the Equipment Lessor) installed in the Leased Premises by Tenant regardless of the manner or mode of attachment, shall be and remain the property of Tenant or any such Equipment Lessor and may be removed by Tenant or any such Equipment Lessor at any time. In no event (including a default under this Lease) shall Landlord have any liens, rights or claims in Tenant's or Equipment Lessor's fixtures and equipment and Landlord agrees to execute and deliver to Tenant and Equipment Lessor, within ten (10) days after request therefor, any document required by Tenant or Equipment Lessor in order to evidence the foregoing. Tenant shall promptly repair all damage to the Leased Premises caused by the removal of any such fixtures or equipment.

#### **ARTICLE 16 – ASSIGNMENT AND SUBLETTING**

16.1 Tenant shall not be permitted to sublet all or any part of the Leased Premises or licence the use of any portion thereof or assign this Lease unless the Landlord has consented in writing to the sublet or assignment in advance, but if the Landlord's written consent to sublet or assign is provided then the Tenant shall nevertheless continue to remain liable to the Landlord hereunder.

#### **ARTICLE 17 – LANDLORD'S TITLE**

17.1 Landlord warrants and represents to Tenant that Landlord has the right and lawful authority to enter into this Lease for the term hereof and that Landlord is the owner in fee simple of the Leased Premises.

#### **ARTICLE 18 – QUIET ENJOYMENT**

18.1 Landlord covenants and agrees that Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises and all rights, easements, appurtenances and privileges belonging or in anyway appertaining thereto during the full term of this Lease and any extension thereof.

#### **ARTICLE 19 – UNAVOIDABLE DELAYS**

19.1 If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease by any strike, lockout, labour dispute, inability to obtain labour or material, Act of God, governmental restriction, regulation or control, enemy or hostile governmental action, civil commotion, insurrection, sabotage, fire or other casualty or by

any other event similar to the foregoing beyond the control of such party, then the time to perform such obligation or satisfy such condition shall be postponed by the period of time consumed by the delay. If either party shall, as a result of any such event, be unable to exercise any right or option within any time limit provided therefor in this Lease, the time for exercise thereof shall be postponed for the period of time consumed by such delay.

#### **ARTICLE 20 – END OF TERM**

20.1 Upon expiration or other termination of the term of this Lease, Tenant shall peaceably and quietly quit and surrender the Leased Premises in good order and condition, reasonable wear and tear and damage by fire, the elements, or any other risk or peril in respect of which insurance is to be carried by the terms of this Lease or other casualty or causes beyond Tenant's control, and repairs which are provided to be the responsibility of the Landlord by the terms of this Lease, excepted.

#### **ARTICLE 21 – HOLDING OVER**

21.1 Except as otherwise set forth in this Lease, should Tenant hold over in possession after the expiration of the term of this Lease or any extension thereof without renewal, such holding over shall not be deemed to extend the term or renew this Lease; but the tenancy thereafter shall continue as a tenancy from month to month upon the terms and conditions herein contained and at the Fixed Annual Rent in effect immediately preceding such expiration.

#### **ARTICLE 22 – LANDLORD'S DEFAULT**

22.1 If Landlord shall be in default in the observance or performance of any covenant or obligation herein to be observed or performed by it, Tenant may after thirty (30) days notice that Tenant intends to cure such default or without notice, if in Tenant's reasonable judgment an emergency shall exist, cure such default and Landlord shall pay to Tenant upon demand the reasonable cost thereof plus interest at the Lease Interest Rate.

22.2 Tenant shall not except in an emergency, commence to cure any default of such a nature that said default could not reasonably be cured within such period of thirty (30) days, if Landlord promptly commences and thereafter proceeds with due diligence and in good faith to cure such default.

22.3 In the event that the holder of a mortgage covering the Leased Premises shall have given written notice to Tenant that it is the holder of said mortgage, and provided such notice includes the address to which notices to such mortgagee are to be sent, Tenant agrees in the event it shall give written notice to Landlord to correct a default of Landlord as provided for in this Article 22 Tenant will give similar notice to said mortgagee. Tenant agrees that said mortgagee may correct or remedy such default within the time permitted to Landlord pursuant to this Article 22.

#### **ARTICLE 23 – ADDITIONAL CHARGES**

23.1 If Tenant shall be in default hereunder, Landlord, after thirty (30) days notice that Landlord intends to cure such default, shall have the right, but not the obligation, to cure such default and Tenant shall pay to Landlord upon demand as additional charges the reasonable cost thereof plus interest at the Lease Interest Rate. Landlord shall not commence to cure any default of such a nature that could not reasonably be cured within such period of thirty (30) days, if Tenant commences to cure same within said period, so long as Tenant proceeds with reasonable diligence and in good faith to cure such default. In the event of any dispute between the parties as to the right of the Landlord to claim the payment of any such additional charges as in this Article provided, the Landlord shall not be entitled to terminate this Lease or to re-enter the Leased Premises by reason of any non-payment of such additional charges unless the Tenant shall fail to pay to the Landlord the amount of any such additional charges within ten (10) days after notice to the Tenant of a judgment in favour of Landlord by a court of competent jurisdiction.

#### **ARTICLE 24 – TENANT'S DEFAULT**

24.1 Subject to the provisions of Article 23 proviso for reentry by the Landlord on non-payment of Fixed Annual Rent or Other Charges or non-performance of covenants, with the exception of a bona fide dispute as to Tenant's liability herein to make repairs. Provided that the Landlord shall not exercise its rights of re-entry unless and until it shall have given written notice of the default complained of to the Tenant, and to any mortgagee of the Tenant who shall have notified the Landlord of its mortgage and provided an address for notice; and

- (a) in the case of default in the payment of Fixed Annual Rent or Other Charges, the same shall not have been paid within ten (10) days of the date of receipt of such notice by the Tenant; or
- (b) in the case of any other default, the same shall not have been corrected within a reasonable time having regard to the nature of the breach complained of, such time in any case not to be less than thirty (30) days.

24.2 If pursuant to an order, judgment or decree entered by any court of competent jurisdiction (a) a receiver, trustee or liquidator of Tenant or of all or substantially all of the assets of Tenant shall be appointed, or (b) Tenant shall be adjudicated a bankrupt or insolvent, or (c) a petition seeking reorganization of Tenant or an arrangement with creditors or a petition to take advantage of any insolvency law shall be approved, and Fixed Annual Rent and Other Charges shall not thereafter be paid in accordance with the terms hereof, Landlord may serve notice of termination of this Lease upon Tenant, stating the date of termination, which date of termination shall be at least ten (10) days after the date on which such notice is served, and upon the date specified in such notice this Lease and the term hereof shall cease and expire, and Tenant shall then quit and surrender the Leased Premises, but Tenant shall remain liable as hereinafter provided. If this Lease and the term hereof shall cease and expire in accordance with this s. 24.2, Landlord may reenter and remove Tenant or any other occupant of the Leased Premises, by summary proceedings or otherwise, and remove their effects and hold the Leased Premises as if this Lease had not been made.

24.3 After a reentry in accordance with ss. 24.1 or 24.2, (a) the Fixed Annual Rent and Other Charges shall be paid up to the date of such reentry, (b) Landlord may relet the Leased Premises or any part or parts thereof either in the name of Landlord or otherwise, for a term or terms which may, at the option of Landlord, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease, and (c) Tenant shall pay to Landlord, as liquidated damages, the present value of any deficiency between the Fixed Annual Rent and Other Charges due hereunder and the amount of the rents which can reasonably be anticipated under any new lease or leases of the Leased Premises for the period which would otherwise have constituted the balance of the term of this Lease (not including any Renewal Periods the commencement of which shall not have occurred prior to such reentry). In computing such liquidated damages there shall be added to said deficiency the expenses which Landlord incurs in connection with reletting the Leased Premises and reasonable legal and brokerage fees. Landlord shall not be liable for failure to relet the Leased Premises or, in the event that the Leased Premises are relet, for failure to collect the rent under such reletting, unless Landlord shall not have used reasonable commercial efforts to promptly relet the Leased Premises for the reasonable rental value thereof and to collect the rent under such reletting.

#### **ARTICLE 25 -- DAMAGE OR DESTRUCTION**

25.1 If any building or other structure is damaged or destroyed by fire or other casualty, the Tenant shall have no obligation to repair or replace same. In no event will there be any abatement of rent by reason of such damage.

25.2 In the event that the Tenant does not repair or replace the Building within twelve (12) months following such damage or destructions, the Landlord shall thereafter have the right by written notice to the Tenant to terminate this Lease, and this Lease shall terminate one hundred and twenty (120) days following the giving of such notice unless during such one hundred and twenty (120) day period the Tenant advised the Landlord in writing that it intends to repair and/or rebuild as required and Tenant proceeds during such 120 day period to so repair and/or rebuild with due diligence. In the event that this Lease is so terminated, the Tenant shall forward to the Landlord all insurance proceeds received by it on account of such damage or destruction.

#### **ARTICLE 26 -- EXPROPRIATION**

26.1 In the event of expropriation of all or part of the Leased Premises neither the Landlord nor the Tenant shall have a claim against the other for the shortening of the Term, nor the reduction or alteration of the Leased Premises. The Landlord and the Tenant shall each look only to the expropriating authority for compensation. The Landlord and the Tenant agree to cooperate with one another so that each is able to obtain the maximum compensation from the expropriating authority as may be permitted in law in relation to their respective interests in the Leased Premises.

26.2 Nothing herein contained shall be deemed or construed to prevent Landlord or Tenant from enforcing and prosecuting a claim for the value of their respective interests in any expropriation proceedings.

## **ARTICLE 27 – LANDLORD'S PAYMENTS**

27.1 All obligations secured by mortgage or other lien upon the Leased Premises shall be paid by Landlord when due. In addition to any other rights, Tenant may perform, acquire or satisfy any lien, encumbrance, mortgage or agreement of Landlord which may threaten Tenant's enjoyment of the Leased Premises, and if Tenant does so it shall be subrogated to all rights of the obligee against Landlord, and/or the Leased Premises and shall be reimbursed by Landlord for resulting expenses and disbursements, together with interest at the Lease Interest Rate, and no merger shall be construed which would defeat such subrogation.

## **ARTICLE 28 – INVALIDITY OF CERTAIN PROVISIONS**

28.1 If any provision of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected thereby and each and every provision of this Lease shall be enforceable to the fullest extent permitted by law.

## **ARTICLE 29 – CHOICE OF LAW**

29.1 This Lease, and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the laws of the Province of Ontario.

## **ARTICLE 30 – ESTOPPEL CERTIFICATES**

30.1 Upon the request of either party, at any time or from time to time, Landlord and Tenant agree to execute, acknowledge and deliver to the other, within thirty (30) days after such request, a written instrument, duly executed and acknowledged, (a) certifying that this Lease has not been modified and is in full force and effect or, if there has been a modification of this Lease, that this Lease is in full force and effect as modified, stating such modifications, (b) specifying the dates to which the Fixed Annual Rent and Other Charges have been paid, (c) stating whether or not, to the knowledge of the party executing such instrument, the other party hereto is in default and, if such party is in default, stating the nature of such default, and (d) stating which options to renew the term have been exercised, if any.

## **ARTICLE 31 – NOTICES**

31.1 No successor to Landlord's interest in the Leased Premises shall be entitled to receive rent payments until fifteen (15) days after Tenant's receipt of proper notice of such change together with a copy of the executed document or documents evidencing such change from the grantor, assignor or party entitled to receive the rent immediately preceding such change. Until such receipt Tenant shall continue to pay the Fixed Annual Rent and other amounts due hereunder to the party to which, and in the manner in which, the last preceding instalment of Fixed Annual Rent was paid.

31.2 Any notices, consents, approvals, submissions or demands given under this Lease or pursuant to any law or governmental regulation, by Landlord to Tenant or by Tenant to Landlord shall be in writing. Unless otherwise required by law, or governmental regulation, any such notice, consent, approval, submission or demand shall be deemed given if sent by email, courier or by facsimile addressed as specified in s. 1.2 or sent by facsimile to the number specified in s. 1.2, or such other address, email address or facsimile as the Landlord or Tenant, as the case may be, designates to the other. If any such notice or other communication is sent (in the case of email or facsimile) or delivered (in the case of courier) on or before 3:45 p.m. it shall be deemed to have been received on such day if such day is a Business Day, failing which such notice or other communication shall be deemed to have been received on the next Business Day. Any notice sent by email or facsimile shall also be sent by delivery. If Tenant shall be in doubt as to Landlord's address, Tenant may send any communication to Landlord at the address to which Fixed Annual Rent was last sent.

## **ARTICLE 32 – NO WAIVER**

32.1 The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any term, covenant or condition contained in this Lease shall not prevent a similar subsequent act from constituting a default under this Lease.

## **ARTICLE 33 -- ENTIRE AGREEMENT**

33.1 This Lease contains the entire agreement between the parties and cannot be changed, modified or amended unless such change, modification or amendment is in writing and executed by the party against which the enforcement of the change, modification or amendment is sought.

## **ARTICLE 34 -- CONSTRUCTION LIENS**



34.1 Neither Tenant nor Landlord shall permit any construction, mechanic's or materialman's or other lien against the Leased Premises in connection with any labour, materials or services furnished or claimed to have been furnished. If any such lien shall be filed against the Leased Premises, the party charged with causing the lien will cause the same to be discharged by payment into court or otherwise within fifteen (15) days of notice from the other party, or within such shorter time as may be necessary if funding of a financing is delayed pending such discharge, failing which the said other party may cause said lien to be discharged at the cost of the party charged with causing the lien.

#### ARTICLE 35 -- CAPTIONS

35.1 The captions preceding the Articles of this Lease are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.

#### ARTICLE 36 -- DEFINITION OF LANDLORD

36.1 The term "Landlord" as used herein, means Landlord named herein and any subsequent owner of Landlord's estate hereunder, but any owner of Landlord's estate hereunder shall be relieved of all liability under this Lease after the date that it ceases to be the owner of Landlord's estate (except for any liability arising prior to such date) provided that the party succeeding to Landlord's estate shall have executed an agreement, satisfactory to Tenant, wherein it assumes and agrees to perform all of Landlord's obligations under this Lease from and after the date it acquires Landlord's estate.

#### ARTICLE 37 -- SUCCESSORS AND ASSIGNS

37.1 The covenants and agreements contained in this Lease shall bind and enure to the benefit of Landlord and its successors and assigns and Tenant and its successors and assigns.

IN WITNESS WHEREOF this Lease has been duly executed in quadruplicate under seal as of the day and year first above written.

THE CORPORATION OF THE VILLAGE  
OF LANCASTER  
(the "Landlord")

LEGION, BRANCH NO. 544  
(the "Tenant")

Per: \_\_\_\_\_  
Ian McLeod  
(Mayor)

Per: \_\_\_\_\_  
Bill Bresee  
(President)

I have authority to bind the  
corporation.

I have authority to bind the Tenant.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

Print Name:

Print Name:

Per: \_\_\_\_\_  
Marilyn Lebrun  
(Clerk)

Per: \_\_\_\_\_  
Dan Delage  
(First Vice-President)

I have authority to bind the  
corporation.

I have authority to bind the Tenant.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

Print Name:

Print Name:

Per:

\_\_\_\_\_  
Carolyn Laing  
(Treasurer)

**I have authority to bind the Tenant.**

\_\_\_\_\_  
Witness Signature

**Print Name:**

Per:

\_\_\_\_\_  
Pierre Roy  
(Second Vice-President)

**I have authority to bind the Tenant.**

\_\_\_\_\_  
Witness Signature

**Print Name:**

SCHEDULE – LEGAL DESCRIPTION

To Lease made between:

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY, a corporation  
incorporated under the laws of Ontario

(the Landlord)

- and -

TRUSTEES OF THE CLAUDE NUNNEY V.C. MEMORIAL BRANCH ONT. NO. 544, THE  
CANADIAN LEGION OF THE BRITISH EMPIRE SERVICE LEAGUE

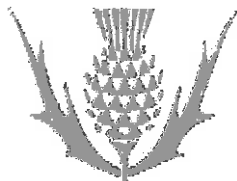
(the Tenant)

Property described as Part Lot 38, Concession 1, Lancaster; Part of Block "D", Part Lot 26 as in  
AR26258 except 14R773; South Glengarry.

SCHEDULE OF RULES AND REGULATIONS FORMING PART OF THIS LEASE

The tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by Landlord as provided in this Lease):

1. The sidewalks, entrances, elevators, stairways and corridors of the building shall not be obstructed or used by the Tenant, his agents, servants, contractors, invitees or employees for any purpose other than access to and from the Premises.
2. The floors, sky-lights and windows that reflect or admit light into passageways or into any place in the building shall not be covered or obstructed by the Tenant, and no awnings shall be put over any window.
3. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employee, agents, servants, contractors or invitees the damage was caused.
4. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or the common areas or be a nuisance to any other tenant.
5. No animals or birds shall be brought into the building or kept on the Premises.
6. The Tenant shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Premises. No wires, pipes or conduits shall be installed in the Premises without prior written approval of the Landlord. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar products.
7. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
8. The Tenant shall not use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatus within the building which is in any manner audible or visible outside of the Premises.
9. The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the building. The Tenant neglecting this rule will be responsible for any damage caused to the property of other tenants, or to the property of the Landlord, by such carelessness. The Tenant, when closing the Premises, shall close all windows and lock all doors.
10. The Tenant shall not without the express written consent of the Landlord, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefor; but shall use only additional keys obtained from the Landlord, at the expense of the Tenant, and shall surrender to the Landlord on the termination of the Lease all keys of the Premises.
11. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.
12. Canvassing, soliciting and peddling in the building is prohibited.
13. The Tenant shall first obtain in writing the consent of the Landlord to any alteration or modification to the electrical system in the Premises and all such alterations and modifications shall be completed at the Tenant's expense by an electrical contractor acceptable to the Landlord.
14. The Tenant shall first obtain in writing the consent of the Landlord to the placement by the Tenant of any garbage containers or receptacles outside the Premises or building.
15. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgement may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the Tenant, his employees, agents, servants, contractors or invitees. The Landlord may from time to time waive any of such rules and regulations as applied to particular tenants and is not liable to the Tenant for breaches thereof by other tenants.



## **STAFF REPORT**

**S.R. No. 02-16**

**PREPARED BY:**

Marilyn LeBrun - Clerk

**PREPARED FOR:**

Council of the Township of South Glengarry

**COUNCIL DATE:**

January 11, 2016

**SUBJECT:**

Report on Bill 8

**BACKGROUND:**

1. The intent of Bill 8 is to strengthen political accountability, make government more transparent and give certain accountability officers more responsibilities in their roles. It was introduced in July 2014 with the purpose of increasing the accountability and transparency of government and its elected representatives.
2. There are 11 Schedules included in Bill 8, which amend various Acts that govern the legislature and the public sector. Schedules 6 and 9, which came into force and effect January 1, 2016, are applicable to all municipalities as these two schedules amend the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and the Ombudsman Act. Both have a direct effect on the overall business of the Municipality.
3. **Municipal Freedom of Information and Protection of Privacy Act:**  
There have been two specific additions to this Act which increase the responsibility of the head of the institution and set out consequences for individuals for the maintenance and management of corporate records.
  - 1) **Bill 8** adds a specific obligation for the head of the institution to ensure corporate records are maintained according to statute, by-laws and policies. If the powers and duties of the head haven't been delegated to staff, the responsibility stays with Council. Council will have the specific statutory obligation to ensure there are measures in place for the maintenance of corporate records and there is compliance with these measures across the organization.
  - 2) **Prior to Bill 8**, only an organization could be held liable for offences under the Act. The amendments in Bill 8 expand this liability to include an individual who handles records regulated by MFIPPA. Individuals who are responsible for managing records can be found personally liable for offences related to the willful concealment, alteration or destruction of corporate records.
  - 3) **Bill 8** also allows for the prosecution of such offences to be initiated up to 2 years after the offence has been discovered and carries a maximum fine of \$5,000.00 for an offence by an individual.

**4. Accountability and Transparency:**

Currently the Municipal Act specifies that it is the role of Council to ensure the accountability and transparency of the operations of the municipality, including the activities of the senior management of the municipality. The Act also requires that the municipality maintain policies with respect to the following matters:

- 1) Sale and disposition of land
- 2) Hiring of employees
- 3) Procurement of goods and services
- 4) The circumstances in which the municipality shall provide notice to the public and if the notice is to be provided, the form, manner and times notice shall be given
- 5) The manner in which the municipality will try to ensure that it is accountable to the public for its actions, and the manner in which the municipality will try to ensure that its actions are transparent to the public and
- 6) The delegation of its powers and duties.

The Township of South Glengarry has policies in place respecting these matters.

**5. Ombudsman Act:**

Under Bill 8, the Ombudsman Act has been amended to significantly expand the powers of the Provincial Ombudsman to review decisions, acts, or omissions of municipalities, municipal boards and their agencies. If a municipality does have its own ombudsman, the Ontario Ombudsman may investigate in those circumstances where a municipal ombudsman has refused to investigate a complaint, the deadline for bringing a complaint to the municipal Ombudsman has passed, or municipal ombudsman has finished his or her investigation of a specific complaint.

**6. The Ontario Ombudsman will have a broad mandate to investigate:**

*"any decision, recommendation, act or omission in the course of the administration of public sector body."*

**7. The Provincial Ombudsman is not empowered to investigate the decisions recommendations, acts or omissions:**

- 1) Where there is a right of appeal or objection, or right to apply for a hearing or review by a tribunal or court until this right has been exercised, and
- 2) Of any legal adviser or person acting as legal counsel to the public sector body.

This means that municipal services governed by other legislation with established appeal and tribunal processes (i.e. Planning Act) would require the

complainant to exercise and exhaust all rights established in the complaints process before the Provincial Ombudsman may be engaged.

## **ANALYSIS:**

### **8. Policy Implications:**

#### **Records Retention By-law**

The Corporation of the Township of South Glengarry does not have a retention by-law which sets out the framework for the management of municipal records. It does however currently have a draft by-law that is being reviewed to ensure compliance. We will be undertaking the drafting of a Records' Retention By-law to identify how best to structure electronic information, such as email and records/information. This will also include an educational and training component to advise staff of the increased MFIPPA obligations and consequences regarding the improper handling of records.

#### **Designated Head under MFIPPA**

At the Township of South Glengarry the authority under MFIPPA has been delegated to the Clerk as Head.

#### **Policy – Routine Disclosures & Active Dissemination of Records.**

At the current time there is no formal policy that provides guidance to staff that addresses routine inquiries or request to access to records that can be granted without filing a request under the MFIPPA.

#### **Accountability and Transparency**

The Township of South Glengarry has a policy in place which support accountability and transparency there are several areas that should be addressed:

The Municipality's Accountability and Transparency Policy was enacted in 2007 (159-07 Policy No.) and should be reviewed. The opportunity should be taken to reference the key elements of the Municipality's framework in the policy including any updates made as a result of Bill 8.

#### **Code of Conduct – Council and Staff**

A review is being undertaken on the Township's Code of Conduct for Council and will be updated as required. The Code of Conduct for Staff is also being developed and will be updated as required under the Human Resources Policy and Procedures'.

## **Integrity Commissioner**

Consideration should be given to appointing an Integrity Commissioner and barring that, default to the Ombudsman (no cost to the Municipality). Regardless of whether Council appoints an Integrity Commissioner, the Ombudsman has the authority to conduct an investigation.

## **Closed Meeting Investigator**

To further promote transparency, the Municipal Act, 2001 authorized municipalities to appoint a Closed Meeting Investigator to investigate, in an independent manner, complaints from any person in respect of any meeting or part of a meeting that was closed to the public. In the absence of the appointment of municipal closed meeting investigator, the Ontario Ombudsman is the default investigator.

The Township of South Glengarry appointed a Closed Meeting Investigator through Local Authority Services (LAS). The Investigator Services Agreement between LAS and the Township of South Glengarry has a provision for automatic renewal and was automatically renewed in December, 2015.

## **Complaints Processes**

Given the role played by a municipal ombudsman in responding to complaints from the public, it is important to review the Township of South Glengarry's current complaint handling from the public. Since the jurisdiction of an ombudsman begins only after local complaint processes and procedure have been exhausted, the communication of such processes and procedures is of fundamental importance.

The Township has an informal complaint handling process but no formal policy. It is important to note that all departments receive complaints directly by phone, email, writing and in person. Most departments address these complaints informally on an individual basis.

It is recommended that there be a more formal process with complaint tracking and resolution. It is important that the Township have a complaints process available for members of the public and that processes be documented and accessible. A successful complaint handling process should minimize the need for complaints to be escalated to an ombudsman.

## **Financial Considerations**

The financial implications of Bill 8 are not known at this time.



## Conclusion

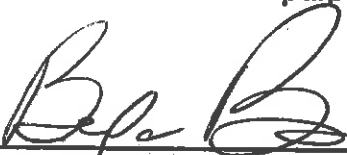
In light of the provisions of Bill 8 it is an appropriate time to review, update and implement the following:

- 1) Accountability and Transparency Policy
- 2) MFIPPA delegation of Powers and Duties – the Head
- 3) Appointment of Integrity Commissioner or default to Ombudsman
- 4) Records Retention By-law
- 5) Policy for the routine disclosure and dissemination of municipal records
- 6) Code of Conduct Council and Staff
- 7) Research and review the implementation of structured complaints and complaints intake system.

## RECOMMENDATION:

MOVED BY: Trevor Bougie  
SECONDED BY: Lyle Warden

**BE IT RESOLVED THAT** Staff Report – on Bill 8 – Accountability and Transparency Act be received for information purposes.

 **DATE:** Jan 5/16  

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**Recommended to Council for Consideration by:**  
**CAO – BRYAN BROWN**



# Public Sector and MPP Accountability and Transparency Act, 2014

## Changes to the Ombudsman Role



MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING

### MYTHBUSTERS

MYTH	FACT
The Ontario Ombudsman will replace locally established complaint mechanisms.	This legislation will not replace the important work that Ontario municipalities are already doing on transparency and accountability. The Ombudsman would only investigate a complaint made to a local ombudsman, municipal auditor general, lobbyist registrar or integrity commissioner after local complaint processes have been completed.
The public can bypass locally established integrity officer complaint mechanisms and go straight to the Ombudsman.	The Ombudsman may investigate complaints about municipal matters after local complaint processes are complete. The Ombudsman will not be able to investigate complaints within the jurisdiction of the Toronto Ombudsman. The public may wish to contact their municipality first with a complaint.
Municipalities are required to appoint a local ombudsman.	As before, municipalities will continue to have the option to appoint their own ombudsman if they choose. Only the City of Toronto is required by law to have a locally-appointed ombudsman.
The Ombudsman can reverse the decision of a local closed meeting investigation.	The existing system for closed meeting investigations will be maintained. The Ombudsman cannot reverse a decision made by the local closed meeting investigator. As is currently the case, if a municipality does not appoint an investigator, the Ombudsman acts as the meeting investigator.
Municipalities will be required to bear the costs of Ombudsman investigations.	Costs will not automatically increase because of the Ombudsman's new role under the Act. There might be administrative costs to those municipalities that are responding to the Ombudsman but there would be no other new costs. The Office of the Ombudsman is funded by the Province of Ontario.
The Ombudsman can compel municipalities to take action if he/she finds that rules were broken.	The Ombudsman's role is to conduct investigations and to report and make recommendations. It's up to the municipality to decide how to proceed after an Ombudsman's report.

*The Government of Ontario respects municipalities and respects the work of municipal councils and their relationships with their constituents.*

*The Act strengthens accountability, makes the business of government more transparent, and gives Officers of the Legislature more responsibility in their roles.*

*This is about making sure that every person in every municipality across Ontario has access to an ombudsman.*

*The current local integrity framework in the Municipal Act, 2001 gives municipalities the powers to develop a local integrity system to meet local needs and capacity.*

### LOCAL INTEGRITY OFFICERS

- Integrity Commissioner performs, in an independent manner, the functions assigned by council with respect to the application of (1) a code of conduct for members of council and local boards and (2) the procedures, rules and policies governing the ethical behaviour of members of council and local boards.
- Local Ombudsman: Investigates, in an independent manner, decisions and recommendations made and acts done or not done in the course of the administration of a municipality, local boards or certain municipal corporations, as the municipality specifies.
- Auditor General: may assist council in holding itself and municipal administrators accountable for the quality of stewardship over public funds and achieving value for money in municipal operations.
- Lobbyist Registry and Registrar: a lobbyist registration system and the linked municipal officer...may include related things, such as a code of conduct for lobbyists and prohibitions on former public office holders from lobbying for a designated time period.
- Closed Meeting Investigator: investigates, in an independent manner, complaints made to him/her, on whether a municipality/local board has complied with legislation/the local procedure by-law in respect to a meeting (or part) that was closed to the public.

### WHAT ARE KEY CHANGES TO THE OMBUDSMAN'S POWERS THROUGH THE ACT?

- The Ombudsman's role will be expanded to include municipalities Jan 1, 2016.
- Generally, the Ombudsman may investigate any decision or recommendation made or act done or not done in the course of the administration of the municipality and many of its local boards.
- The Ombudsman could include any municipality, including Toronto, in a broad-ranging, systemic investigation, on his or her own initiative.

### WHAT THE OMBUDSMAN CAN AND CAN NOT DO

CAN	CAN NOT
<ul style="list-style-type: none"> <li>Investigate complaints made to local integrity officers (except Toronto Ombudsman) after local complaint processes are completed.</li> <li>Make recommendations / provide a report.</li> <li>Determine whether to investigate a municipal matter brought to the Ombudsman's attention</li> <li>Conduct systemic investigations into matters involving municipalities.</li> <li>Compel action by a municipality / impose penalties.</li> </ul>	<ul style="list-style-type: none"> <li>Reverse a local meeting investigator's report.</li> <li>Override past municipal or board decisions.</li> <li>Investigate decisions, recommendations, acts or omissions of some boards</li> </ul>

### WHAT LEGISLATIVE CHANGES WILL PRIMARILY AFFECT MUNICIPALITIES?

- Ombudsman Act
- Municipal Act
- City of Toronto Act

### OTHER CONSIDERATIONS

- It is an offence to obstruct an ombudsman investigation.
- Ombudsman practice is that a request can be made to the Ombudsman for it to re-examine a complaint it already looked at.
- The Act changed the Ombudsman's role as an ombudsman, not as a meeting investigator under the Municipal Act, 2001.
- 444 municipalities fall within the jurisdiction of the Ombudsman.

November 2015





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**Bill 8, *Public Sector and MPP Accountability and  
Transparency Act, 2014* – Overview for Municipalities**  
October 29, 2015

# Disclaimer

This presentation is not intended as a substitute for the legislation. Reference should be made directly to the legislation and its regulations, where necessary. These can be found on the e-Laws website.

These slides provide general information and may not account for particular or local facts or circumstances.

Accordingly, the slides should not be relied upon as a substitute for legal or professional advice, and the user is responsible for how the information is used or applied.

# Outline

- Key Messages
- Overview of *Public Sector and MMP Accountability and Transparency Act, 2014* (Bill 8)
- Before and After *Public Sector and MMP Accountability and Transparency Act, 2014* (Bill 8)
  - *Ombudsman Act* and Related Amendments
- Conclusion

## Key Messages

- This is about making sure that every person in every municipality across Ontario has access to an ombudsman.
- Municipalities can arrange for their own integrity officers.
- Municipalities do not pay for the Ombudsman's services.



## Bill 8 - Overview

- The bill received Royal Assent on December 11, 2014.
- Bill 8 includes 11 schedules, which enact 1 new Act and amend more than 10 other pieces of existing legislation.
- Different portions of the bill will come into force on different dates of proclamation.

# Bill 8 Schedules

1. *Broader Public Sector Executive Compensation Act, 2014*
2. *Amendments to the Ambulance Act*
3. *Amendments to the Broader Public Sector Accountability Act, 2010*
4. *Amendments to the Cabinet Ministers' and Opposition Leaders' Expenses Review and Accountability Act, 2002 and Related Amendments*
5. *Amendments to the Excellent Care for All Act, 2010*
6. *Amendments to the Freedom of Information and Protection of Privacy Act and the Municipal Freedom of Information and Protection of Privacy Act*
7. *Amendments to the Legislative Assembly Act*
8. *Amendments to the Lobbyist Registration Act, 1998*
9. **Amendments to the Ombudsman Act and Related Amendments**
10. *Amendments to the Provincial Advocate for Children and Youth Act, 2007*
11. *Amendments to the Public Sector Expenses Review Act, 2009*

# **Amendments to the Ombudsman Act and Related Amendments**

- Schedule 9 amends the *Ombudsman Act* and related legislation, such as the *Municipal Act, 2001* and the *City of Toronto Act, 2006*.
  - These amendments impact municipalities and universities beginning on January 1, 2016.
  - Schools boards are impacted as of September 1, 2015.

## Points of Clarification

- Bill 8 does not require municipalities to appoint an ombudsman.
- Bill 8 will not automatically increase costs for municipalities.
- The Ombudsman's Office determines how to prioritize matters brought to its attention through complaints.
- The amendments will not replace or override municipalities' existing accountability, transparency, and integrity frameworks.
- There will be no change to the current meeting investigator role.

## **Points of Clarification (cont'd)**

- The Ontario Ombudsman does not replace local complaint resolution processes
- The Ontario Ombudsman does not impose penalties or override past municipal/board decisions.
- The Ombudsman issues reports with recommendations.

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## **Before Bill 8 - Ombudsman Act and Related Amendments**

- There was no access to the Ontario ombudsman services for public complaints about municipalities.
- The Ontario Ombudsman investigated complaints and undertook systemic investigations about Ontario government services.
- Municipalities could decide whether to appoint their own Municipal Ombudsman.
- No municipality of which we are aware, other than the City of Toronto, which is required by law to appoint an ombudsman, has chosen to appoint an ombudsman.

## **Before and After Bill 8 - Ombudsman Act and Related Amendments**

- Municipalities can appoint an investigator to investigate, upon complaint, whether the municipality or local board has complied with the closed meeting requirements in section 239 of the Municipal Act or their local procedure by-law in respect of a closed meeting.
- If a municipality does not appoint a meeting investigator, the Ontario Ombudsman serves as the meeting investigator.

## **After Bill 8 - Ombudsman Act and Related Amendments**

- Beginning on January 1, 2016, the Ontario Ombudsman will have the following authority:
  - May investigate decisions, recommendations or actions done or not done in the course of the administration of a municipality and most of its local boards;
  - May initiate broad systemic investigations;
  - May investigate in response to complaints or on the Ombudsman's own motion;
  - May publish findings and make recommendations on the above.
- The Ombudsman already plays a similar role for the provincial government.



## **After Bill 8 - Ombudsman Act and Related Amendments**

- The changes apply to certain “local boards” (those defined in subsection 1(1) of the Municipal Act, 2001 except those prescribed by regulation).
- The regulation exempts the following boards from Ombudsman oversight:
  - children’s aid societies;
  - boards of health;
  - committees of management established under the Long-Term Care Homes Act;
  - police services boards; and
  - public library boards.

## **After Bill 8 - Ombudsman Act and Related Amendments**

- Before investigating a municipality, the Ombudsman must inform council or the designated head of the municipality.
- The Ombudsman must give the institution an opportunity to make representations if it appears to him or her that there are grounds to make a report or recommendation that may adversely affect the municipality.
- The outcome of an investigation is a public report and any recommendations. No penalties are imposed.

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# **After Bill 8 - Ombudsman Act and Related Amendments**

- Where local accountability officers are appointed (i.e., Municipal Ombudsman, Integrity Commissioner, Auditor General, Lobbyist Registrar), the Ontario Ombudsman can only investigate complaints within the jurisdiction of the local accountability officers after local processes have been completed (i.e. complaint made and investigation concluded, local officer has refused to investigate or time for bringing the complaint has expired).
- If there is a right to appeal or to be heard by a tribunal or court, the Ombudsman cannot investigate until after that right has been exercised or until the time for exercising that right expires.
- The Ombudsman cannot investigate the decisions, recommendations, acts or omissions of a legal adviser to a municipality.

## **After Bill 8 - Ombudsman Act and Related Amendments**

- Complaints within the jurisdiction of the Toronto Ombudsman cannot be investigated by the Ontario Ombudsman.
- The exemption recognizes that Toronto is the only municipality in Ontario required by law to have an ombudsman and it acknowledges Toronto's established accountability framework.
- The Ontario Ombudsman can still include Toronto, along with any other municipality, in a systemic, broad-ranging investigation.

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## **After Bill 8 - Ombudsman Act and Related Amendments**

- New exceptions added to the *Municipal Act, 2001* as of January 1, 2016 require meetings to be held in closed session when considering:
  - An ongoing investigation by the locally appointed municipal Ombudsman;
  - An ongoing investigation by the Ontario Ombudsman; and
  - An ongoing investigation by a meeting investigator.
- Municipalities may continue to appoint a local meeting investigator. As is currently the case, if a municipality has not appointed a local meeting investigator, the Ontario Ombudsman acts as the meeting investigator.

## **After Bill 8 - Ombudsman Act and Related Amendments**

- If any question arises about whether the Ombudsman has jurisdiction to investigate a case, the Ombudsman or any person who is directly affected may apply to the Divisional Court to determine the question.
- The Ontario Ombudsman has discretion to refuse to investigate under some circumstances:
  - When, in the Ombudsman's opinion, a complaint is trivial, frivolous, vexatious, or not made in good faith;
  - When the person complaining does not have a sufficient personal interest in the subject of the complaint;
  - When it appears to the Ombudsman that another adequate remedy already exists.

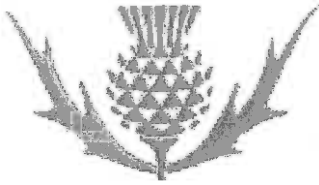
## Summary

- Bill 8 has been approved by the legislature.
- Changes to the Ombudsman Act will have implications for municipalities.
- These changes come into force on January 1, 2016.
- Municipalities should prepare themselves and ensure they understand and are ready, for these changes.
- Other changes also have implications for municipal freedom of information and protection of privacy, as well as potentially for those municipalities involved in the health sector.

## Resources

- Bill 8, Public Sector and MPP Accountability and Transparency Act, 2014
- e-Laws
- Ontario Ombudsman's Website





## **STAFF REPORT**

**S.R. No. 03-16**

**PREPARED BY:** Ewen MacDonald – GM - Infrastructure Services

**PREPARED FOR:** Council of South Glengarry

**COUNCIL DATE:** January 11, 2016

**SUBJECT:** Place St. Laurent 1 Foot Reserve

### **BACKGROUND:**

1. There is a 1' foot reserve on Yacht Boulevard between Place St. Laurent Subdivision Phase 2 and 3.
2. The 1' foot reserve is located on Block 13 of Plan 14R-6179.

### **ANALYSIS:**


3. Phase 3 of the Subdivision has been constructed and the 1' foot reserve between Phase 2 and 3 of the Place St. Laurent Subdivision is no longer required.
4. Block 13 is to be dedicated as Open Public Highway through the passage of a By-Law.

### **RECOMMENDATION:**

**MOVED BY:** Trevor Bougie  
**SECONDED BY:** Joyce Gravelle

**BE IT RESOLVED THAT** Staff Report No.03-16 be received and that By-law 03-16 being a by-law remove the 1' foot reserve and to dedicate Block 13 on Plan 14R-6179 as Open Public Highway be read a first, second and third time, passed, signed and sealed this 11<sup>th</sup> day of January 2016

  
Recommended to Council for Consideration by:  
CAO – BRYAN BROWN

  
DATE

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 03-16  
FOR THE YEAR 2013**

***BEING A BY-LAW TO ACCEPT CERTAIN LANDS AS ROAD ALLOWANCES  
WITHIN THE TOWNSHIP AND TO DEDICATE SAME TO THE PUBLIC USE  
AS PUBLIC HIGHWAY.***

**WHEREAS** the Corporation of the Township of Charlottentown, the Corporation of the Township of Lancaster, and the Corporation of the Village of Lancaster amalgamated to form the Corporation of the Township of South Glengarry;

**THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH  
GLENGARRY ENACTS AS FOLLOWS:**

1. **THAT** the Corporation of the Township of South Glengarry accepts the conveyances listed on Schedule "A" attached hereto and forming part of this by-law:
2. **THAT** the conveyances referred to on Schedule "A" attached hereto are hereby accepted as road allowances and dedicated to the public use as Public Highway.

***READ A FIRST, SECOND, AND THIRD TIME, PASSED, SIGNED, AND  
SEALED IN OPEN COUNCIL THIS 11<sup>th</sup> DAY OF JANUARY 2016.***

**MAYOR:**

**CLERK:**

### **Schedule "A" to By-law 03-16**

Description of lands accepted by the Township of South Glengarry  
as Open Road Allowances:

<b>Lot #</b>	<b>Plan</b>	<b>Part</b>	<b>Reference Plan</b>	<b>PIN #</b>	<b>Registry Date</b>
Part Lot 7	14M-9(C)	13	14R-6179	67128- 0317(LT)	December 9, 2014

- C = Former Township of Charlottenburgh
- L = Former Township of Lancaster





## **STAFF REPORT**

**S.R. No. 04-16**

**PREPARED BY:** Ewen MacDonald- GM- Infrastructure Services

**PREPARED FOR:** Council of South Glengarry

**COUNCIL DATE:** January 11, 2016

**SUBJECT:** Glendalers Sports Club Agreement – Peanut Line

### **BACKGROUND:**

1. The Glendalers Sports Club has for many years used and maintained the Peanut Line Recreational Trail in the winter months as an ATV Trail.
2. Council has directed Administration to develop formal agreements with Community Groups that use/lease Township property.
3. A Community Partnership Agreement has been drafted (attached) that outlines the responsibilities of the Township and the Glendalers and the conditions for the use of the Peanut Line Recreational Trail.
4. The Agreement has been reviewed by the Glendalers and they have no issues with the conditions.
5. The Agreement has been reviewed by the Township's Insurance Carrier and they have advised us that the agreement is appropriate and that the agreement addresses the Township's due diligence for the management of our risk exposure.

### **RECOMMENDATION:**

**MOVED BY:** Lyle Warden  
**SECONDED BY:** Trevor Bougie

**BE IT RESOLVED THAT** Staff Report No. 04-16 be received and that By-Law No. 02-16, being a by-law to enter in a **Community Partnership Agreement** between the Corporation of the Township of South Glengarry and the Glendaler's Sports Club for the use of the Peanut Line Trail be read a first, second and third time, passed, signed and sealed this 11<sup>th</sup> day of January 2016.

  
Recommended to Council for Consideration by:  
CAO – BRYAN BROWN

DATE: Jan 5/16

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 02-16  
FOR THE YEAR 2015**

**BEING A BY-LAW TO AUTHORIZE A COMMUNITY PARTNERSHIP LEASE  
AGREEMENT BETWEEN GLENDALER'S WINTER SPORTS CLUB AND  
THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY;**

**WHEREAS** the Township of South Glengarry hereby permits the members of the Glendaler's Winter Sports Club to use the Peanut Line Trail for all Terrain Vehicles (ATV's) and Snowmobiles from November 15, 2015 thru to March 15, 2025 as per Schedule "A" of the Community Partnership Agreement.

**NOW THEREFORE**, the CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY hereby enacts as follows:

- 1 - That the Mayor and the Clerk are hereby authorized and directed to sign the lease between the Glendaler's Winter Sports Club and the Corporation of the Township of South Glengarry.
- 2- That Schedule "A" hereto and forming part of this by-law:
- 3 - That this by-law shall come into effect on the date of passing hereof.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND  
SEALED IN OPEN COUNCIL THIS 11<sup>th</sup> DAY OF JANUARY 2016.***

**Mayor \_\_\_\_\_ Clerk \_\_\_\_\_**

# **SCHEDULE “A”**

## **Community Partnership Agreement**

### **Preamble**

Residents in the Township Of South Glengarry have access to a wide variety of recreational programs and facilities, most of which are made available by community organizations and volunteers. The Township of South Glengarry will actively partner with any community group willing to maintain or enhance recreational opportunities available to residents, through the operation of a local community centre, park, trail or other municipal facility.

### **Purpose of Agreement**

The Township of South Glengarry wishes to partner with community groups to maintain and/or enhance recreational opportunities for residents, through the operation of a local community centre, park, trail or other municipal facility

### **Eligible Recreation Services**

For the purpose of this agreement, Township supported recreation is defined as an opportunity engaged in during one's leisure time that meets a need and provides indirect benefit to all citizens. It would include activities (e.g. sports and fitness activities), passive relaxation, learning opportunities, creative opportunities (e.g. arts and crafts and performing arts), special events and socializing. It would not include, for example, such services as a community police station, licensed day care or private business space. While these “not included” services could definitely be part of a Community Centre, they would not be considered as core recreation services and would not be covered by this agreement.

### **Infrastructure**

The Official Plan deals with the provision of efficient and orderly infrastructure. It states that;

“Alternative development standards (e.g. road and sidewalk design, utility installations, streetscaping etc.) are encouraged to make more efficient use of land. Transportation systems should be functional and should, wherever feasible, emphasize non-motorized systems such as recreational trails or rights-of way for cyclists and pedestrians.”

It is clear that trails and path systems are considered an important component of the public infrastructure.

Private Service groups such as the Glendaler's Winter Sports Club are part of the delivery of recreational and leisure facilities/activities.

## **Terms of the Agreement**

The Township of South Glengarry hereby leases *The Peanut Line Trail* to The Glendaler's Winter Sports Club for a term of Ten (10) years.

This agreement permits the members of the Glendaler's Winter Sports Club to use the trail for All Terrain Vehicles (ATV's) but in no way provides exclusive use by The Glendaler's Winter Sports Club. The Peanut Line is a multi use recreational trail and other activities such as snowshoeing, horseback riding, walking etc. must be respected by the Glendaler's Winter Sports Club. The only motorized vehicles permitted on the Peanut Line from November 15<sup>th</sup> thru March 15<sup>th</sup> each year would be ATV's and Snowmobiles that have either a Glendaler's Winter Sports Club or an OFSA season pass. The exception to this is the equipment necessary to maintain the Peanut Line.

This Lease Agreement can be terminated by either the Township of South Glengarry or the Glendaler's Winter Sports Club with 90 days written notice.

Under the terms of this agreement, the Township of South Glengarry will assume the following responsibilities:

- 1- Inspect The Peanut Line Trail on a semi annual basis and document any repairs or maintenance items for follow up by either the Township or the Community Partner.
- 2- Undertake any required repairs to The Peanut Line Trail.
- 3- Assist with the promotion of recreation services provided through this agreement.
- 4- Communicate regularly with the Community Partner to provide updates from the Township.

Under the terms of this agreement, The Glendaler's Winter Sports Club will assume the following responsibilities:

*The*

- 1- Manage and promote the recreational programs and services available to residents at The Peanut Line Trail.
- 2- Provide maintenance at The Peanut Line Trail on a regular basis, including routine inspections. The trail is to be kept in good repair including grooming, brushing and minor maintenance as required. The Glendaler's Winter Sports Club will contact the Township and report any maintenance or repair requirements that cannot be addressed by The Glendaler's Winter Sports Club.
- 3- Communicate once during our season of November 15 to March 15 with the Township. Township staff should be made aware of any feedback received from residents related to the trail and services being provided by The Glendaler's Winter Sports Club, including expressions of appreciation and complaints.
- 4- By November 30 of each year, The Glendaler's Winter Sports Club will submit an annual Report for the use of The Peanut Line Trail for the following year, inclusive of a annual contribution amount to be negotiated and payable to the Township for the use of the trail.



## **Indemnity**

The Glendaler's Winter Sports Club agrees to indemnify and hold harmless the Township of South Glengarry and all agents, servants, and employees, for any and all claims, lawsuits, or judgments that may come about as a result of the use of The Peanut Line Trail. This indemnification shall include, and not be limited to, any settlements, judgments or awards by a court or a board of arbitration. This indemnification will also include costs for legal representation and out of pocket expenses incurred by the Township in connection with any action or defence necessary to protect itself under the terms of this agreement.

## **Insurance**

The Glendaler's Winter Sports Club warrants that it has a policy of Commercial General Liability Insurance with a minimum of \$5,000,000 in force and in effect on the dates of the use of the premises. Such insurance shall be issued on an occurrence basis and include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees and volunteers as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the Township of South Glengarry as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

A certificate of insurance evidencing coverage shall be delivered to the Township annually prior to the use of the Trail.

It is also strongly recommended that the Community Group obtain Directors and Officers Liability for their executive to protect against the risk of personal liability should in the event that a lawsuit is filed due to a director failing to carry out their duties.

**WE THE UNDERSIGNED AGREE TO THE CONDITIONS AND RESPONSIBILITIES AS STATED.**

**THE TOWNSHIP OF SOUTH GLENGARRY**

**CLERK:** \_\_\_\_\_

**MAYOR:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**THE GLENDALER'S WINTER SPORTS CLUB**

**DIRECTOR:** \_\_\_\_\_

**DIRECTOR:** \_\_\_\_\_

**Dated** \_\_\_\_\_



## **STAFF REPORT**

**S.R. No. 05-16**

**PREPARED BY:**

Lachlan McDonald, Treasury Intern

**PREPARED FOR:**

The Council of South Glengarry

**COUNCIL DATE:**

January 11, 2016

**SUBJECT:**

Membership – Council  
Federation of Canadian Municipalities (FCM)

**BACKGROUND:**

1. The Federation of Canadian Municipalities (FCM) actively engages with the federal government on a wide variety of issues that impact municipalities. The FCM has over 2000 members and has offered training for municipalities as well as an Annual Conference and Trade Show.
2. There has not been any Council Member use this training since 2006 as per the financial records, which are attached, nor have we paid the membership for the last number of years.
3. The cost of the Membership is \$2,215.59 for the 2016 membership to FCM and the Township of South Glengarry is a long standing member of the Association of Municipalities of Ontario which provides the Township with a much better service for our needs.

**ANALYSIS:**

4. There will be an impact on Association Fees for the Township of South Glengarry's 2016 Budget for General Government and Legislative.

**RECOMMENDATION:**

5. Do not spend \$ 2,215.59 on a 2016 membership to FCM.

**MOVED BY:**

Joyce Gravelle

**SECONDED BY:**

Lyle Warden

**BE IT RESOLVED THAT** Staff Report No. 05-16 be received and that the Council of South Glengarry does not obtain a 2016 membership with the Federation of Canadian Municipalities.

  
Recommended to Council by:  
CAO – BRYAN BROWN

DATE:



# Supplier Invoice Inquiry

Vendor Code

Client Code

Client Type Code

Remit To

Invoice No.	PO Number	Date	Due Date	Invoice Amount	O/S Amt	Status	Hold Date	Description

Invoice No.

PO Number

Date

Due Date

Invoice Amount

O/S Amt

MAY31/2006

31-May-2006 31-May-2006

795.00

0.00 P

Total

Cheque No.

Cheque Date

Cleared Date

Invoice Details

Attachment

inscdonald

Query

ZOOM

WIDE

INS

# Why join FCM?

## Members help shape municipal advocacy on Parliament Hill.

- Ensure your local issues are heard at the federal level.
- Influence FCM's governance and direction.

## Members gain access to expert analysis and advice on federal-municipal matters.

- Stay up to date on how changing federal legislation impacts your community.
- Receive case studies and other knowledge resources from our innovative national programs.

## Members get to network with other municipalities and key decision-makers.

- Connect with peers, share best practices and learn from other municipalities.
- Get discounted rates for FCM's Annual Conference, as well as our Sustainable Communities Conference.

## Members learn about solutions that can enhance their local initiatives.

- Receive resources and expertise from our national and international programming.
- Share what your community is doing to help shape Canada's future.

# FCM is Canada's national voice for municipalities

FCM is Canada's national voice for local governments. We understand that the solutions to some of this country's biggest national challenges can be found in local communities — urban, rural, northern and remote. That's why we work with the federal government — on behalf of our members — to empower communities and deliver on the things that matter to Canadians: local jobs and growth, livable communities, safe streets and a healthy environment.

The authority of FCM comes from its membership. As a member, you'll join nearly 2,000 other municipal governments representing 90 per cent of the Canadian population. And you'll get exclusive access to invaluable member benefits that support your community.

The federal government knows that FCM represents a strong and engaged municipal sector. United, our voice matters. That's why we get results:

Thanks to FCM's leadership, Federal Budget 2015 pledged significant, ongoing investments in **transit infrastructure**, worth \$1 billion a year by 2019. It also pledged \$3 million toward a **Public Safety Broadband Network**.

As recommended by FCM, the federal government has made significant investments in the municipal sector, including the **New Building Canada Fund**, the permanent **Gas Tax Fund** and the **GST rebate**.



# **We deliver for our members**

## **Advocating in the nation's capital**

Working on behalf of its members, FCM actively engages with the federal government on a wide variety of issues that impact municipalities. We bring your priorities to the table in Ottawa, ensuring that local voices are heard and that federal legislation works for municipalities.

FCM's strong voice is well-respected in Ottawa. We regularly work with the Prime Minister's Office, Cabinet Ministers, Party Leaders and all Members of Parliament to advance policy options that strengthen municipalities. FCM brings the municipal perspective to the Minister of Finance's annual pre-budget consultations, as well as to Parliamentary committees.

## **Connecting and empowering municipalities**

FCM is a national leader in convening experts and other stakeholders who are committed to building sustainable communities. Through networking opportunities such as our Annual Conference and Trade Show, as well as our Sustainable Communities Conference, we enable municipalities to share knowledge and learn from peers, as well as to meet key federal decision-makers and promote local initiatives.

FCM provides a strong and united voice to mobilize and shape the municipal response to important social and economic challenges. And we empower municipalities with in-depth analysis on federal legislation and expert advice on federal-municipal matters that impact local communities.

## **Delivering programs, offering solutions**

FCM develops and delivers innovative solutions that help communities thrive, while addressing key local and national priorities — from reducing greenhouse gases and strengthening partnerships with First Nations to advancing the role of women in government.

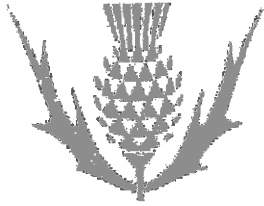
One of our flagship programs, the Green Municipal Fund, provides grants and below-market loans to support initiatives that protect the environment and quality of life of Canadians. FCM's international programs mobilize Canadian municipal leaders and experts to share their knowledge and build relationships with a global network of municipal governments.

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## **STAFF REPORT**

**S.R. No. 06-16**

**PREPARED BY:**

Joanne Haley- GM - Community Services

**PREPARED FOR:**

Council of South Glengarry

**COUNCIL DATE:**

January 11, 2016

**SUBJECT:**

Temporary Use Zoning By-Law Amendment 06-16 for the property legally described as Part of Lot 9, Concession 2 SRR, in the former Township of Charlottenburgh, now in the Township of South Glengarry also known as 19383 Glen Road.

**BACKGROUND:**

1. On October 15, 2015, the Township accepted an application for a temporary use zoning amendment by-law to pass a temporary use by-law to permit a temporary "garden suite" as defined in section 39.1 of the *Planning Act*.
2. The *Planning Act* defines a "garden suite" as a one-unit detached residential structure containing bathroom and kitchen facilities that is ancillary to an existing residential structure and that is designed to be portable. A garden suite is a style of temporary second dwelling on a property where there is an existing house and is sometimes also referred to as a granny suite.
3. The temporary use by-law would, if passed, have a duration of twenty (20) years from the date of passing. Upon the expiration of the twenty year period (re January 11, 2036). Council may by by-law grant further periods, of not more than three years each, during which the temporary use may continue to be authorized. At such time as the garden suite is no longer required or the temporary use by-law expires and is not extended, the garden suite is then to be removed from the property.
4. A draft Garden Suite Temporary Use Agreement has been prepared; this agreement includes items such as; the expiry date, the permitted occupants and statements clarifying that the structure must be built in accordance with the Township's Zoning By-law and the Ontario Building Code, it must conform to the Township's Property Standards By-Law and the property must be restored to the satisfaction of the Township once the garden suite is removed. This agreement will be signed by the owners and the Mayor and Clerk.

5. The surrounding land uses consist of single detached dwellings on fairly large rural properties, with some agricultural uses.
6. Section 2 of the Planning Act outlines those land use matters that are of provincial interest to which all planning decisions shall have regard. The provincial interests that apply to this site are; the appropriate location of growth and development and the orderly development of safe and healthy communities. In addition, the Planning Act requires that all planning decisions be consistent with the Provincial Policy Statement (PPS), a document that provides further policies on matters of provincial interest related to land use development. This proposed amendment is consistent with Part V, Section 1.0 of the PPS- Building Strong Healthy Communities.
7. The subject property is designated Agriculture Resource and zoned Agriculture.

This proposed development conforms to the Official Plan.

8. The proposed Amendment was circulated to the neighbouring property owners within 120 metres of the proposed site. It was also advertised in the Glengarry News. A public meeting was held on November 9th, 2015. There were no members of the public in attendance, nor were any comments received.
9. A Planning Advisory Committee Meeting was scheduled on November 10, 2015 however the committee did not have quorum to be able to make a recommendation to Council.
10. The Ontario Planning Act requires all complete zoning Amendment applications to be processed and a decision to be made within 120 days of receipt of a complete application. This process will be completed within the prescribed time frame.


**RECOMMENDATION:**

**MOVED BY:** Trevor Bougie  
**SECONDED BY:** Joyce Gravelle

**BE IT RESOLVED THAT** Staff Report No. 06-16 be received and By-law No. 05-16, being a by-law to amend by-law 38-09, the comprehensive Zoning By-Law for the Township of South Glengarry, for the property legally described as Part of Lot 9, Concession 2 SRR, in the former Township of Charlottenburgh, now in the Township of South Glengarry; also known as 19383 Glen Road be approved.

**AND FURTHERMORE BE IT RESOLVED THAT** Staff Report No. 06-16 be received and that By-law 06-16 being a by-law to enter into an agreement between Joseph and Lynn Dupuis and the Corporation of the Township of South Glengarry to permit a

temporary "garden suite" as defined in section 39.1 of the *Planning Act* and to authorize the Mayor and Clerk to enter into a Temporary Use Garden Suite Agreement.

 **DATE:** Jan 6/16  
**Recommended to Council for Consideration by:**  
**CAO - BRYAN BROWN**

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**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 05-16  
FOR THE YEAR 2016**

***BEING A BY-LAW TO AMEND BY-LAW 38-09, THE COMPREHENSIVE  
ZONING BY-LAW FOR THE TOWNSHIP OF SOUTH GLENGARRY***

**AND WHEREAS** the Council of the Township of South Glengarry deems it advisable to amend by-law 38-09, a by-law that regulates the use of land and the use and erection of buildings and structures, as thereafter set forth;

**WHEREAS** pursuant to the provisions of Section 34 of the *Planning Act*, R.S.O. 1990, as amended, Council of the Municipality may enact by-laws regulating the use of lands and the erection of buildings and structures thereon;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY ENACTS AS FOLLOWS:**

1. **THIS** temporary use by-law hereby applies to the lands legally described as Part of Lot 9, Concession 2 SRR, in the former Township of Charlottenburgh, now in the Township of South Glengarry, also known as 19383 Glen Road as indicated on Schedule "A" attached hereto and forming part of this by-law.
2. **THAT** the temporary use permitted by this by-law is as follows:
  - a) Notwithstanding any provisions of Section 10.2 of this By-law to the contrary, a garden suite shall be permitted to be constructed on the property described as Part of Lot 9, Concession 2 SRR, in the former Township of Charlottenburgh, now in the Township of South Glengarry, also known as 19383 Glen Road and shall be in effect for a period of twenty (20) years from the day of passing of this by-law.
3. **THAT** all other applicable provisions of by-law 38-09, as amended, shall continue to apply.
4. **THAT** the property owner shall enter into an agreement with the Township of South Glengarry related to the Temporary Use of the Garden Suite under Section 39.1 (1) of the Ontario *Planning Act* R.S.O 1990, as amended.
5. **THAT** this by-law shall come into force and effect and take effect pursuant to the provisions of the *Planning Act*, R.S.O. 1990, as amended.

**READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED  
IN OPEN COUNCIL THIS 11th DAY OF JANUARY 2016.**

**MAYOR:**

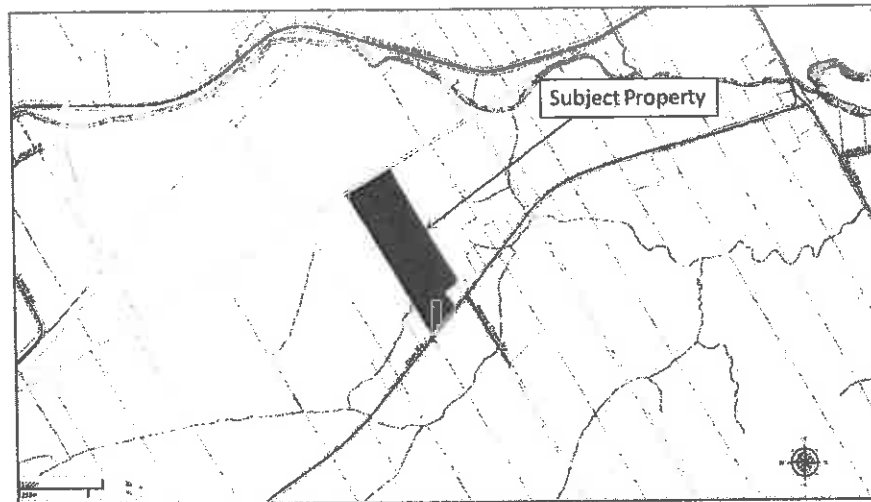
**CLERK:**

**BY-LAW 05-16**  
**EXPLANATORY NOTE**

The purpose of the proposed amendment is to pass a temporary use by-law to permit a temporary "garden suite" as defined in Section 39.1 of the Planning Act. The Planning Act defines a "garden suite" as a one-unit detached residential structure containing bathroom and kitchen facilities that is ancillary to an existing residential structure and that is designed to be portable. A garden suite is a style of a temporary second dwelling on a property where there is an existing house and are sometimes also referred to as a granny suite.

The temporary use by-law has a duration of twenty (20) years from the date of passing of the by-law. Upon the expiration of the twenty year period, Council may by by-law grant further periods of not more than three years each during which the temporary use may continue to be authorized. At such time as the garden suite is no longer required or the temporary use by-law expires and is not extended, the garden suite is then to be removed from the property as per the Temporary Use Garden Suite Agreement between the Owners and the Township of South Glengarry.

## **Schedule "A" of By-Law 05-16**



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Lands subject to a Garden  
Suite -Temporary Use by-law

**This is Schedule "A" to By-law 05-16  
adopted this 11<sup>th</sup> day of January, 2016**

**Township of  
South Glengarry**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**





**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 06-16  
FOR THE YEAR 2016**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO ENTER INTO A GARDEN SUITE TEMPORARY USE AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY AND JOSEPH AND LYNN DUPUIS**

**WHEREAS**, under Section 39.1 of the *Planning Act*, 1990 as amended the Township of South Glengarry is authorized to enter into an agreement dealing with such matters related to the temporary use of a Garden Suite as the Council considers necessary or advisable; and

**WHEREAS** the Council of the Township of South Glengarry deems it necessary and in the public interest to enter into a Temporary Use Garden Suite Agreement with Joseph and Lynn Dupuis being the owners of the land described as Part of Lot 9, Concession 2, SRR in the former Township of Charlottenburgh, now in the Township of South Glengarry and also known as 19383 Glen Road, Williamstown.

**WHEREAS** Section 9 of the *Municipal Act*, 2001 as amended, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act; and

**AND WHEREAS** signing agreements is considered to be a natural person capacity, right, power or privilege:

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY ENACTS AS FOLLOWS:**

1. **THAT** the Mayor and Clerk are hereby authorized and directed to enter into a Temporary Use Garden Suite Agreement with Joseph and Lynn Dupuis, a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. **THAT** the Mayor and Clerk's authority and direction to enter into the above noted agreement extends to any administrative amendments to the agreement.
3. **THAT** this by-law shall come into force and take effect on the date of its final passing.

**READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS 11<sup>th</sup> DAY OF JANUARY, 2016.**

**MAYOR:**

**CLERK:**



## **Schedule "A"**

### **TEMPORARY GARDEN SUITE AGREEMENT**

**THIS AGREEMENT** made on the 11th day of January, 2016.

**BETWEEN:**

**JOSEPH AND LYNN DUPUIS**  
of the Township of South Glengarry, in the County of Glengarry  
(Hereinafter called the "OWNER")

**OF THE FIRST PART**

**- AND -**

**THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY**  
(hereinafter called the "MUNICIPALITY")

**OF THE SECOND PART**

**WHEREAS** the Owner represents and warrants that it is the registered owner of the lands and premises described in Schedule "A" ("the Lands");

**AND WHEREAS** A detached dwelling unit and a garden suite are not permitted on a single property by Zoning By-law 38-09 and therefore requires a Temporary Use By-law be passed under Section 39.1 of the *Planning Act*, R.S.O. 1990;

**AND WHEREAS** the Council of the Township of South Glengarry through a Temporary Use By-law No. 06-16 has approved a request for permission to place a garden suite on the Lands (the "Garden Suite");

**AND WHEREAS** Section 39.1 of the *Planning Act* states that the period of time for which the Temporary Use By-law shall be in effect shall not exceed twenty (20) years from the date of passage, and that further extensions of not more than three (3) years duration each may be granted by Council;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of other good and valuable consideration and the sum of **TWO (\$2.00) DOLLARS** of lawful money of Canada, now paid by each of the Parties hereto to each of the other Parties, (the receipt whereof is hereby acknowledged), the Parties hereto hereby covenant, promise and agree with each other as follows:

1. The parties hereto confirm the foregoing recitals and incorporate same as terms of this Agreement.
2. The permissions outlined in this Agreement do not come into effect until the date of approval of the Temporary Use By-law in accordance with all relevant

requirements of the Planning Act.

3. The Owner acknowledges that the approvals granted in this Agreement are for the use of a Garden Suite as a second detached dwelling unit of the Lands for a period of twenty (20) years commencing January 11, 2016 and expiring January 11, 2036.
4. The Owner acknowledges that the sole purpose of the Garden Suite is for providing housing accommodations for Joseph and/or Lynn Dupuis (the "Occupant"). The Owner agrees that at such time as the Occupant vacates or no longer requires the Garden Suite, it shall be removed within three (3) months of being vacated or no longer required.

If, for some reason, a second different occupant requires the Garden Suite, the Owner will apply to Council for approval of the change of occupancy. The period of occupation will continue to run in accordance with paragraph 3, above. If the unit is not removed or is occupied by someone other than as specified, the Township shall dispose of the unit in accordance with clauses 9 and 10 of this Agreement.

5. The Township agrees to consider, in accordance with the Planning Act then in force, any application for extension to the initial 20 year period of this approval where the need for the original unit has not changed. Any such extension which may be granted shall not exceed three (3) years from the original expiration date referred to in paragraph 3, or any subsequent expiration date granted by Council.
6. The Owner agrees to maintain the Garden Suite and associated lands in a neat and orderly manner and in compliance with the Township's Property Standards By-law and the Ontario Building Code regulations. The Owner and the Occupant consent to any inspections which the Township may deem necessary in order to verify compliance.
7. The Owner agrees to locate and service the Garden Suite in accordance the Ontario Building Code and the Township of South Glengarry's Zoning By-Law.
8. The Owner acknowledges that upon the expiration of the time allowed for the temporary use of the Garden Suite in this Agreement the Garden Suite unit must be removed from the subject property and the site restored to the satisfaction of the Township.

9. On the 60<sup>th</sup> day following the expiration referred to in paragraph 8 above, the Township may take any measures to ensure compliance with the requirements of the Agreement, including entering onto the Lands and removing the Garden Suite unit from the Lands. The Owner shall be responsible for all costs of enforcement of this Agreement including, but not limited to legal costs. The Owner consents to the Township registering a lien or claim against the Lands for the recovery of costs incurred in the enforcement of this provision of the Agreement. If the costs remain unpaid for a period of six months, then the Township may seek to collect the costs in a like manner as taxes.
10. The Owners shall be responsible for the cost of the registration of this Agreement on title.
11. The Owner consents to the registration of the Agreement and any orders the Township see fit to issue in respect of the Agreement against the Lands.
12. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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Owner:

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Date:

**THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY**

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Ian McLeod - Mayor

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Date:

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Marilyn Lebrun - Clerk

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Date:

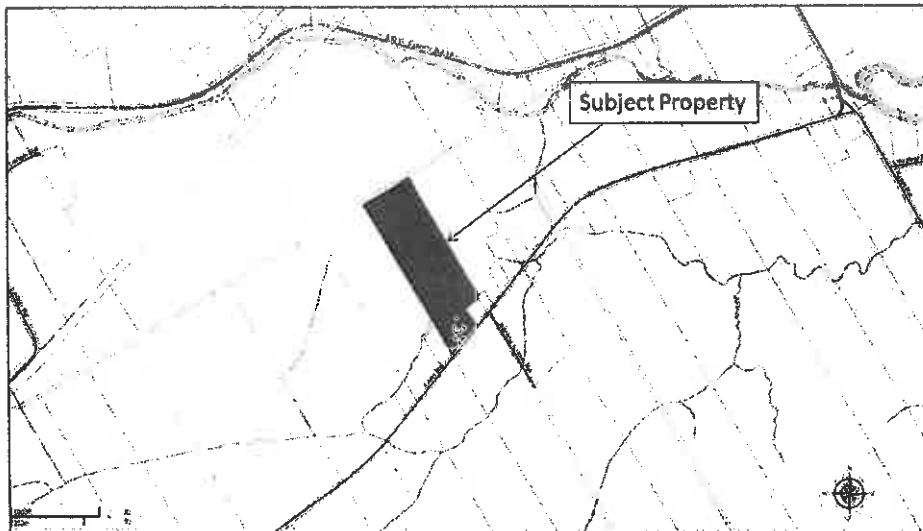
## **SCHEDULE "A" TO AGREEMENT**

### **NOTE:**

It is understood and agreed that this Schedule forms part of the Township of South Glengarry Temporary Garden Suite Agreement.

### **DESCRIPTION OF LANDS:**

All and singular that certain parcel or tract of land situate, lying and being in the Township of South Glengarry, in the County of Glengarry and being composed of Part of Lot 9 , Concession 2, SRR, more particularly described as 19383 Glen Road, Williamstown.





## CONSENT APPLICATIONS SUMMARY- 2015

B-03-15	Recommended	Approved
B-06-15	Recommended	Approved
B-09-15	Recommended	Approved
B-13-15	Recommended	Approved
B-15-15	Recommended	Approved
B-16-15	Recommended	Approved
B-17-15	Recommended	Approved
B-21-15	Recommended	Approved
B-22-15	Recommended	Approved
B-24-15	Recommended	Approved
B-30-15	Recommended	Approved
B-31-15	Recommended	Approved
B-33-15	Recommended	Approved
B-34-15	Recommended	Approved
B-39-15	Recommended	Approved
B-42-15	Recommended	Approved
B-46-15	Recommended	Approved
B-47-15		
B-48-15	Recommended	Approved
B-49-15	Recommended	Approved
B-50-15	Recommended	Approved
B-58-15	Recommended	Approved
B-60-15	Recommended	Approved
B-69-15	Recommended	Approved
B-73-15	Recommended	Approved
B-74-15	Recommended	Approved
B-75-15	Recommended	Approved
B-79-15	Recommended	Approved
B-84-15	Recommended	Approved
B-92-15	Recommended	Approved
B-93-15	Recommended	Approved
B-98-15	Recommended	
B-100-15	On Hold- Waiting on Information	
B-104-15	On Hold-	



	Waiting on Information	
B-105-15	On Hold- Waiting on Information	
B-106-15	On Hold- Waiting on Information	
B-107-15	Recommended	
B-112-15	Recommended	
B-113-15	Not Recommended	
B-114-15	Recommended	
B-115-15	Recommended	
B-121-15		
B-128-15		

<b>Application Number</b>	B-03-15
<b>Date Received</b>	January 28, 2015
<b>Name</b>	Bergeron and St. Pierre
<b>Legal</b>	Part of Lot 12, Rgst'd Plan No. 101 and Part Lot 42, Rgst'd Plan No. 142
<b>To Council</b>	February 9, 2015
<b>To Counties</b>	February 23, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	March 17, 2015

<b>Application Number</b>	B-06-15
<b>Date Received</b>	January 30, 2015
<b>Name</b>	Ron MacLean
<b>Legal</b>	Concession 1 Front, Part of East Half of Lot 18
<b>To Council</b>	February 9, 2015
<b>To Counties</b>	February 23, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	March 17, 2015





<b>Application Number</b>	B-09-15
<b>Date Received</b>	February 3, 2015
<b>Name</b>	689733 Ontario Ltd. c/o Serge Hamel
<b>Legal</b>	Concession 1, Part of Lots 10 & 11
<b>To Council</b>	March 9, 2015
<b>To Counties</b>	March 10, 2015
<b>Recommendation</b>	Approved
<b>Decision</b>	Approved
<b>Date of Decision</b>	March 31, 2015

<b>Application Number</b>	B-13-15
<b>Date Received</b>	March 4, 2015
<b>Name</b>	Estate of Andrea Klerulf
<b>Legal</b>	Concession 9, Part of Lot 14
<b>To Council</b>	March 23, 2015
<b>To Counties</b>	March 31, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	April 21, 2015

<b>Application Number</b>	B-15-15
<b>Date Received</b>	March 6, 2015
<b>Name</b>	Casey and Bernice Vanderburg
<b>Legal</b>	Concession 8, Part of Lot 37
<b>To Council</b>	March 23, 2015
<b>To Counties</b>	March 31, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	April 21, 2015

<b>Application Number</b>	B-16-15
<b>Date Received</b>	March 6, 2015
<b>Name</b>	Casey and Bernice Vanderburg
<b>Legal</b>	Concession 8, Part of Lot 37
<b>To Council</b>	March 23, 2015
<b>To Counties</b>	March 31, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	April 21, 2015



<b>Application Number</b>	B-17-15
<b>Date Received</b>	March 17, 2015
<b>Name</b>	Julie Casey
<b>Legal</b>	Concession 1 Fr, Part of Lot 8
<b>To Council</b>	April 13, 2015
<b>To Counties</b>	April 21, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	May 12, 2015

<b>Application Number</b>	B-21-15
<b>Date Received</b>	March 25, 2015
<b>Name</b>	Diane Chretien
<b>Legal</b>	Plan 15, Part of Lots 17 and 24
<b>To Council</b>	April 13, 2015
<b>To Counties</b>	April 21, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	May 12, 2015

<b>Application Number</b>	B-22-15
<b>Date Received</b>	March 25, 2015
<b>Name</b>	Diane Chretien
<b>Legal</b>	Plan 15, Part of Lots 17 and 24
<b>To Council</b>	April 13, 2015
<b>To Counties</b>	April 21, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	May 12, 2015

<b>Application Number</b>	B-24-15
<b>Date Received</b>	March 31, 2015
<b>Name</b>	Meadow Realty
<b>Legal</b>	Plan 14M-4, Part of Lot 4
<b>To Council</b>	April 13, 2015
<b>To Counties</b>	April 21, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	May 12, 2015



<b>Application Number</b>	B-30-15
<b>Date Received</b>	May 6, 2015
<b>Name</b>	1774761 Ontario Inc.
<b>Legal</b>	Part Lot 12, Concession 1 Front
<b>To Council</b>	May 25, 2015
<b>To Counties</b>	May 26, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	June 2, 2015

<b>Application Number</b>	B-31-15
<b>Date Received</b>	May 6, 2015
<b>Name</b>	1774761 Ontario Inc.
<b>Legal</b>	Part Lot 12, Concession 1 Front
<b>To Council</b>	May 25, 2015
<b>To Counties</b>	May 26, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	June 2, 2015

<b>Application Number</b>	B-33-15
<b>Date Received</b>	April 16, 2015
<b>Name</b>	Longchamps
<b>Legal</b>	Part Block 84, Lot 22 & 12, Registered Plan 142 & 101
<b>To Council</b>	<b>Not going to Council as this is a resubmission</b>
<b>To Counties</b>	May 19, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	June 23, 2015

<b>Application Number</b>	B-34-15
<b>Date Received</b>	April 16, 2015
<b>Name</b>	Longchamps
<b>Legal</b>	Part Block 84, Lot 22 & 12, Registered Plan 142 & 101
<b>To Council</b>	<b>Not going to Council as this is a resubmission</b>
<b>To Counties</b>	May 19, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	June 23, 2015



<b>Application Number</b>	B-39-15
<b>Date Received</b>	June 23, 2015
<b>Name</b>	Caribou Holdings Inc.
<b>Legal</b>	Pt Lot 14, Concession 1 Fr.
<b>To Council</b>	August 10, 2015
<b>To Counties</b>	August 11, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	September 29, 2015

<b>Application Number</b>	B-42-15
<b>Date Received</b>	July 28, 2015
<b>Name</b>	George Valade
<b>Legal</b>	Part Lot 22, Plan 101
<b>To Council</b>	September 14, 2015
<b>To Counties</b>	September 17, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	October 14, 2015

<b>Application Number</b>	B-46-15
<b>Date Received</b>	June 23, 2015
<b>Name</b>	Lebrun
<b>Legal</b>	Pt Lots 61 & 67, Registered Plan 15
<b>To Council</b>	August 10, 2015
<b>To Counties</b>	August 11, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	September 14, 2015

<b>Application Number</b>	B-47-15
<b>Date Received</b>	July 7, 2015
<b>Name</b>	Trustees of the St. Andrews Presbyterian
<b>Legal</b>	Pt Lot 36, Concession 1
<b>To Council</b>	December 16, 2015
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	



<b>Date of Decision</b>	
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<b>Application Number</b>	B-48-15
<b>Date Received</b>	June 26, 2015
<b>Name</b>	Sheldon and Roseanne Carr
<b>Legal</b>	Part Lot 25, Concession 3
<b>To Council</b>	August 10, 2015
<b>To Counties</b>	August 11, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	October 1, 2015

<b>Application Number</b>	B-49-15
<b>Date Received</b>	June 26, 2015
<b>Name</b>	Sheldon and Roseanne Carr
<b>Legal</b>	Part Lot 25, Concession 3
<b>To Council</b>	August 10, 2015
<b>To Counties</b>	August 11, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	October 1, 2015

<b>Application Number</b>	B-50-15
<b>Date Received</b>	July 7, 2015
<b>Name</b>	Chris and Natalie Eamon
<b>Legal</b>	Part Lot 25, Concession 3
<b>To Council</b>	August 10, 2015
<b>To Counties</b>	August 11, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	November 17, 2015

A

<b>Application Number</b>	B-58-15
<b>Date Received</b>	July 16, 2015
<b>Name</b>	McCuaig
<b>Legal</b>	Part Lot 34, Concession 4
<b>To Council</b>	September 14, 2015
<b>To Counties</b>	September 18, 2015
<b>Recommendation</b>	Recommended



<b>Decision</b>	Approved
<b>Date of Decision</b>	October 2, 2015

<b>Application Number</b>	B-60-15
<b>Date Received</b>	July 17, 2015
<b>Name</b>	Estate of MacNaughton Cumming
<b>Legal</b>	Part Lot 5, Concession 2 N.S.R.R.
<b>To Council</b>	September 14, 2015
<b>To Counties</b>	September 18, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	October 14, 2015

<b>Application Number</b>	B-69-15
<b>Date Received</b>	July 31, 2015
<b>Name</b>	McKay
<b>Legal</b>	Part Lot 52, Concession 4 N.S.R.R.
<b>To Council</b>	September 14, 2015
<b>To Counties</b>	September 18, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	October 14, 2015

<b>Application Number</b>	B-73-15
<b>Date Received</b>	August 5, 2015
<b>Name</b>	Kuhnke
<b>Legal</b>	Part Lot 17, Concession 1, Front
<b>To Council</b>	September 14, 2015
<b>To Counties</b>	September 18, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	October 29, 2015

<b>Application Number</b>	B-74-15
<b>Date Received</b>	August 11, 2015
<b>Name</b>	Fontaine
<b>Legal</b>	Plan 142, Pt Blk 84
<b>To Council</b>	September 14, 2015
<b>To Counties</b>	September 18, 2015
<b>Recommendation</b>	Recommended



<b>Decision</b>	Approved
<b>Date of Decision</b>	October 29, 2015

<b>Application Number</b>	B-75-15
<b>Date Received</b>	August 5, 2015
<b>Name</b>	7302568 Canada Inc.
<b>Legal</b>	Part Lots 32, 33 & 34, Concession 1
<b>To Council</b>	November 9, 2015
<b>To Counties</b>	November 16, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	November 25, 2015

<b>Application Number</b>	B-79-15
<b>Date Received</b>	September 8, 2015
<b>Name</b>	Baumann
<b>Legal</b>	Part Lot 10, Concession 4
<b>To Council</b>	September 28, 2015
<b>To Counties</b>	October 2, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	October 29, 2015

<b>Application Number</b>	B-84-15
<b>Date Received</b>	September 18, 2015
<b>Name</b>	Murray and Burnham
<b>Legal</b>	Part Lot 24, Concession 7
<b>To Council</b>	October 13, 2015
<b>To Counties</b>	October 14, 2015
<b>Recommendation</b>	recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	November 17, 2015

<b>Application Number</b>	B-92-15
<b>Date Received</b>	September 29, 2015
<b>Name</b>	Catholic District School Board of Eastern Ontario
<b>Legal</b>	Part Lot 7, Concession 7
<b>To Council</b>	December 16, 2015
<b>To Counties</b>	December 16, 2015
<b>Recommendation</b>	Recommended



<b>Decision</b>	Approved
<b>Date of Decision</b>	December 17, 2015

<b>Application Number</b>	B-93-15
<b>Date Received</b>	September 29, 2015
<b>Name</b>	Catholic District School Board of Eastern Ontario
<b>Legal</b>	Part Lot 7, Concession 7
<b>To Council</b>	December 16, 2015
<b>To Counties</b>	December 16, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	Approved
<b>Date of Decision</b>	December 17, 2015

<b>Application Number</b>	B-98-15
<b>Date Received</b>	October 6, 2015
<b>Name</b>	Plouffe
<b>Legal</b>	Part Lots 8 & 9, Concession 1 B.F. I.L.
<b>To Council</b>	November 9, 2015
<b>To Counties</b>	November 24, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-100-15
<b>Date Received</b>	October 13, 2015
<b>Name</b>	St. Andrew's Presbyterian Church
<b>Legal</b>	Part Lot 38, Concession 1
<b>To Council</b>	Incomplete- to be amended
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-104-15
<b>Date Received</b>	October 20, 2015
<b>Name</b>	Heron Bay Corp
<b>Legal</b>	Part Lot 35, Concession 1
<b>To Council</b>	On Hold- Waiting for Information





<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-105-15
<b>Date Received</b>	October 20, 2015
<b>Name</b>	Heron Bay Corp
<b>Legal</b>	Part Lot 35, Concession 1
<b>To Council</b>	<b>On Hold- Waiting for Information</b>
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-106-15
<b>Date Received</b>	October 20, 2015
<b>Name</b>	Heron Bay Corp
<b>Legal</b>	Part Lot 35, Concession 1
<b>To Council</b>	<b>On Hold- Waiting for Information</b>
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-107-15
<b>Date Received</b>	November 9, 2015
<b>Name</b>	Rory McDonald
<b>Legal</b>	Part Lots 14 & 15, Concession 8
<b>To Council</b>	December 16, 2015
<b>To Counties</b>	December 16, 2015
<b>Recommendation</b>	Recommended
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-112-15
<b>Date Received</b>	November 16, 2015
<b>Name</b>	Michel & Roxanne Morin
<b>Legal</b>	Part Lot 24, Concession 1



<b>To Council</b>	January 11, 2016
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-113-15
<b>Date Received</b>	November 13, 2015
<b>Name</b>	Catherine Lelievre
<b>Legal</b>	Part Lot 24, Concession 1
<b>To Council</b>	January 11, 2016
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-114-15
<b>Date Received</b>	November 16, 2015
<b>Name</b>	Catherine Lelievre
<b>Legal</b>	Part Lot 24, Concession 1
<b>To Council</b>	January 11, 2016
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-115-15
<b>Date Received</b>	November 16, 2015
<b>Name</b>	Catherine Lelievre
<b>Legal</b>	Part Lot 24, Concession 1
<b>To Council</b>	January 11, 2016
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-121-15
<b>Date Received</b>	November 26, 2015
<b>Name</b>	Casgrain



<b>Legal</b>	Part lot 14, Concession 1 Front
<b>To Council</b>	
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-128-15
<b>Date Received</b>	December 8, 2015
<b>Name</b>	Trustees of St. Andrew's Presbyterian Church
<b>Legal</b>	Plan 15, Part Lots 32 & 39
<b>To Council</b>	
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	



## MEMORANDUM



**REPORT TO:** Mayor and Council  
**MEETING DATE:** January 11, 2016  
**SUBJECT:** Consent Applications B-112, 114 & 115-15  
**PREPARED BY:** Joanne Haley

**RE:** B-112, 114 & 115-15  
Part of Lot 24, Concession 1  
Township of Charlottenburgh  
Valade and Lelievre

**Type of Consent:** To establish an easement for access purposes in a private road area known as Prevost Point.

**Subject:**

The subject property is located east of Glen Walter on the south side of County Road 2 in an area known as Prevost Point. The purpose of these applications is to obtain consent for the establishment of easements to permit 2 residents to legally access their existing properties.

**Official Plan Designations:** The subject property is designated Residential District and Rural District in the County Official Plan. The proposed easements conform to the Official Plan.

**Zoning By-law:** The subject property is zoned Limited Services Residential and Flood Plain- Holding in the Township of South Glengarry's Zoning By-law. The proposed easements conform to the Zoning By-Law.

**Proposed Recommendation:**

That the Manager of Planning, SDG; approves these applications for consent as they conform to the Official Plan, Zoning By-law and PPS. These consents will be subject to the following condition:

1. A Review fee of \$200.00 per application must be paid to the Township.

**Respectfully submitted by:** Joanne Haley

**Date:** January 4, 2015

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**TITLE:** GM-Community Services



Produced by The Township of South Glengarry with data supplied under license with the Ontario Geospatial Data Exchange © Queens printer January 2016. This map is for illustrative purposes only.

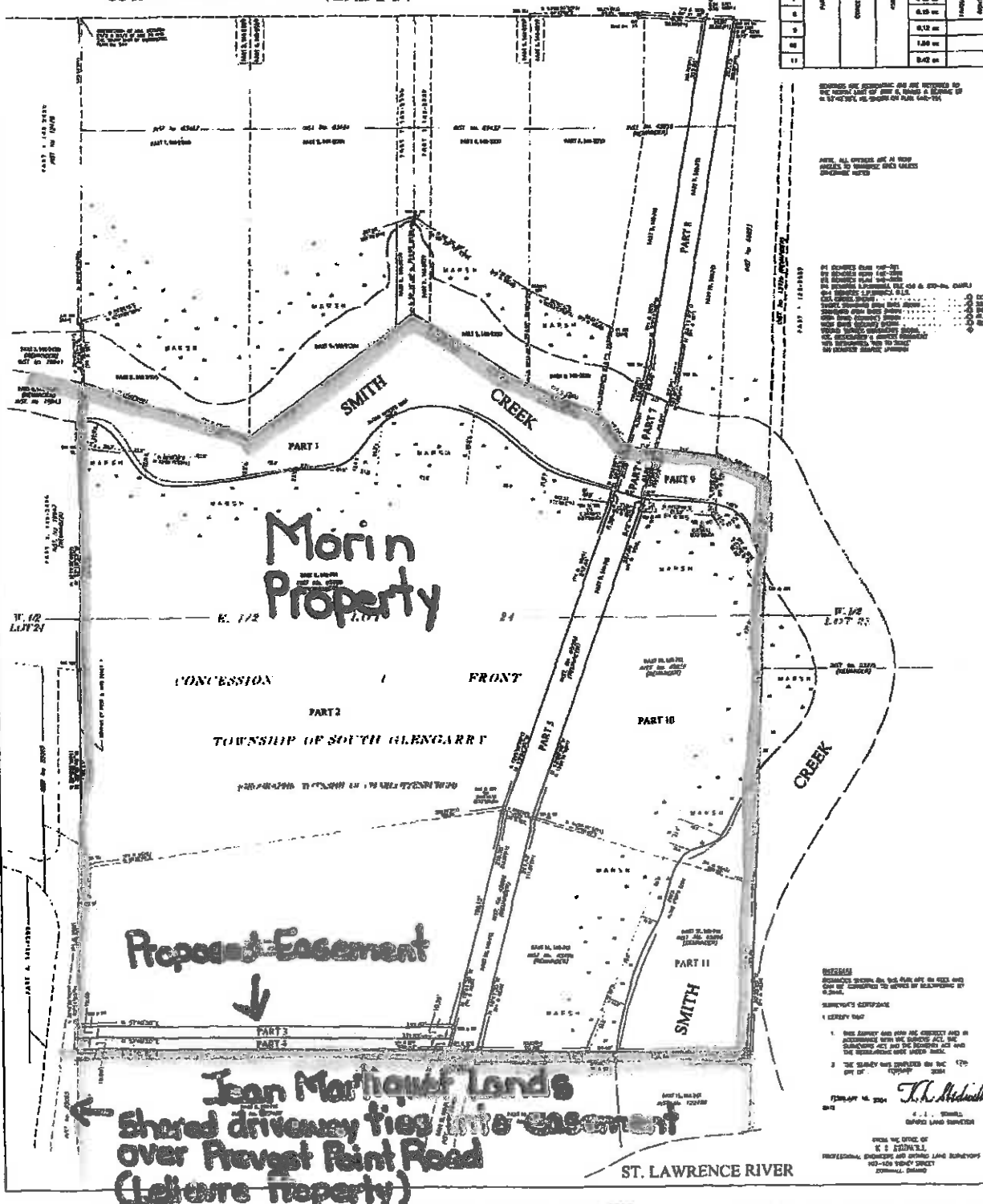
112-15

PLAN OF SURVEY  
SHOWING  
PART of E. 1/2 LOT 24, CONCESSION I FRONT  
TOWNSHIP OF SOUTH GLENGARRY  
(GEOGRAPHIC TOWNSHIP OF CHARLOTTENBURGH)  
COUNTY OF GLENGARRY

SCALE 1" = 40'  
K. J. STEWART  
PLANNED LAND SURVEYOR

COUNTY ROAD No. 2 (FORMERLY KING'S HIGHWAY No. 2)  
(HIGHWAY PLAN No. 24-1)

PLAN 14R-5266 RECEIVED AND DEPOSITED				
February 17 2004				
K. J. STEWART PLANNED LAND SURVEYOR				
SCHEDULE				
Part	Area	Dimensions	Remarks	
1	0.05 ac			
2	0.07 ac			
3	0.07 ac			
4	0.07 ac			
5	0.07 ac			
6	0.07 ac			
7	0.07 ac			
8	0.07 ac			
9	0.07 ac			
10	0.07 ac			
11	0.07 ac			



BEFORE ANY EASEMENT OR OTHER RIGHT IS GRANTED TO ANY PARTY, THE SURVEYOR MUST BE SATISFIED THAT THE EASEMENT OR OTHER RIGHT IS NECESSARY FOR THE PROPOSED DEVELOPMENT.

NOTE: ALL EASEMENTS ARE IN FULL PAYMENT OF THE EASEMENT OR OTHER RIGHT GRANTED TO ANY PARTY.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at Charlottetown, Prince Edward Island, this 17th day of February, 2004.

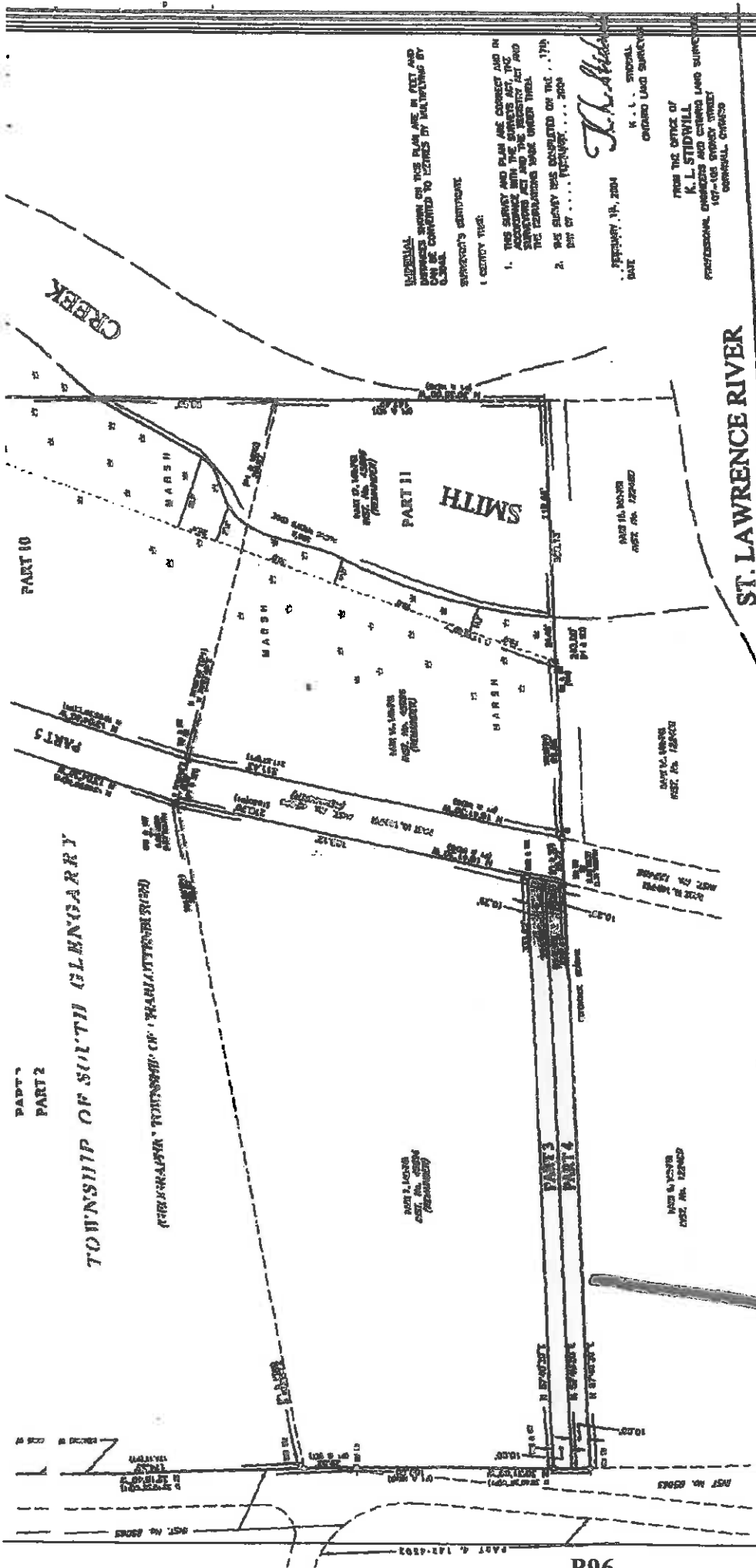
NOTES:  
1. THIS SURVEY AND MAP ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYING ACT AND THE REGULATIONS MADE UNDER THEM.

2. THE SURVEY WAS PROVIDED BY THE SURVEY ACT.

February 17 2004

K. J. STEWART  
PLANNED LAND SURVEYOR

FROM THE OFFICE OF  
K. J. STEWART  
PROFESSIONAL ENGINEERING AND PLANNING LAND SURVEYORS  
100-100 STREET  
CHARLOTTETOWN, PEI



ST. LAWRENCE RIVER

PROPOSED EASEMENT  
IN YELLOW

NOTES:  
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEY REGULATIONS AND THE REGISTRATION ACT AND THE REGULATIONS MADE UNDER THEM.  
2. THIS SURVEY WAS COMPLETED ON THE 17th DAY OF FEBRUARY, 2004.

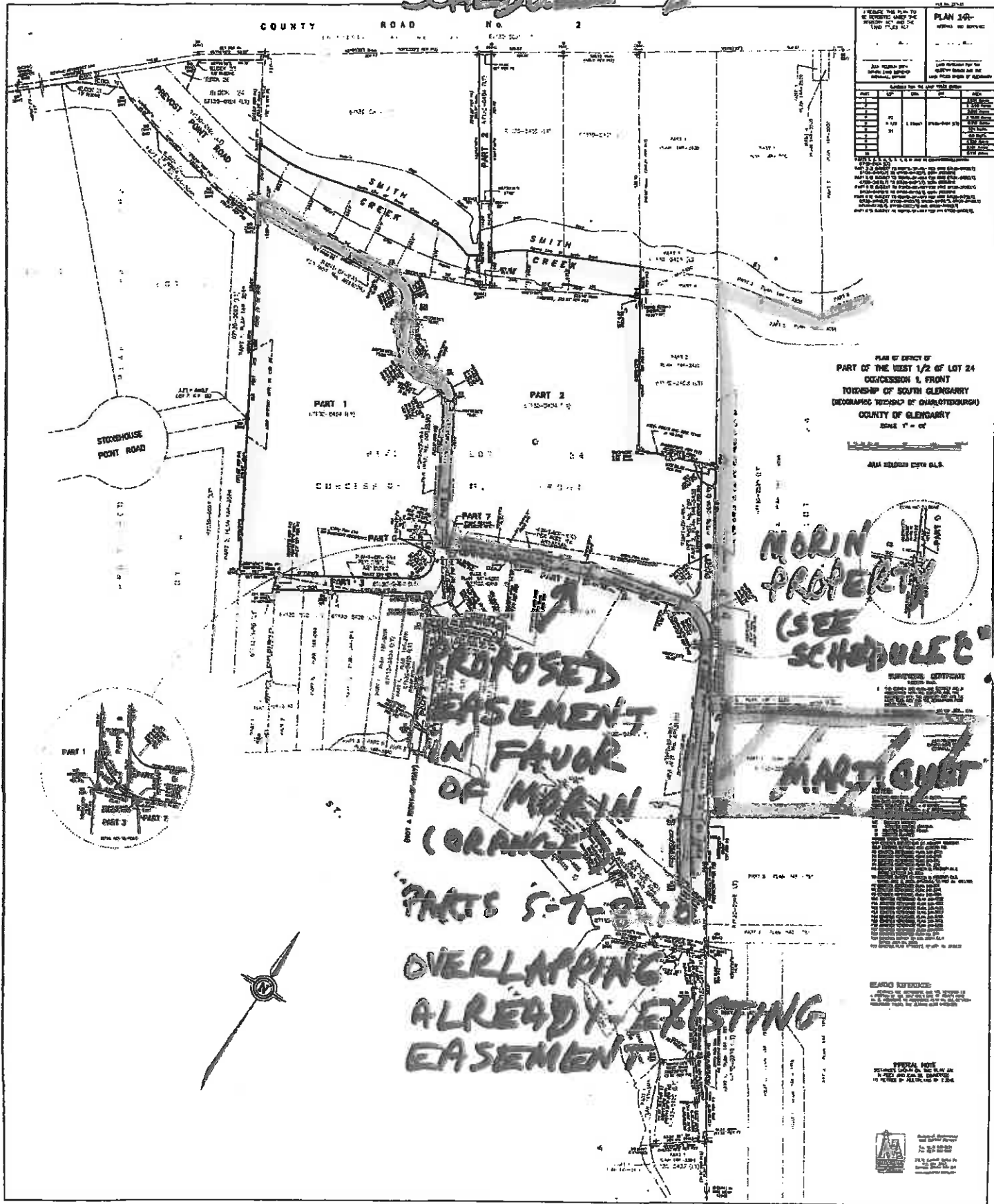
DATE: FEBRUARY 18, 2004  
K. L. STODWILL  
PROFESSIONAL ENGINEER AND CHARTERED LAND SURVEYOR  
107-108 GERRARD STREET  
GENERAL CORNER



**SCHEDULE "A"**  
**APPLICANT'S PROPERTY**  
**EXISTING EASEMENTS**



# SCHEDULE "2"



1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1060 1061 1062 1063 1064 1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1090 1091 1092 1093 1094 1095 1096 1097 1098 1099 1100 1101 1102 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1120 1121 1122 1123 1124 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138 1139 1140 1141 1142 1143 1144 1145 1146 1147 1148 1149 1150 1151 1152 1153 1154 1155 1156 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 1167 1168 1169 1170 1171 1172 1173 1174 1175 1176 1177 1178 1179 1180 1181 1182 1183 1184 1185 1186 1187 1188 1189 1190 1191 1192 1193 1194 1195 1196 1197 1198 1199 1200 1201 1202 1203 1204 1205 1206 1207 1208 1209 1210 1211 1212 1213 1214 1215 1216 1217 1218 1219 1220 1221 1222 1223 1224 1225 1226 1227 1228 1229 1230 1231 1232 1233 1234 1235 1236 1237 1238 1239 1240 1241 1242 1243 1244 1245 1246 1247 1248 1249 1250 1251 1252 1253 1254 1255 1256 1257 1258 1259 1260 1261 1262 1263 1264 1265 1266 1267 1268 1269 1270 1271 1272 1273 1274 1275 1276 1277 1278 1279 1280 1281 1282 1283 1284 1285 1286 1287 1288 1289 1290 1291 1292 1293 1294 1295 1296 1297 1298 1299 1300 1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311 1312 1313 1314 1315 1316 1317 1318 1319 1320 1321 1322 1323 1324 1325 1326 1327 1328 1329 1330 1331 1332 1333 1334 1335 1336 1337 1338 1339 1340 1341 1342 1343 1344 1345 1346 1347 1348 1349 1350 1351 1352 1353 1354 1355 1356 1357 1358 1359 1360 1361 1362 1363 1364 1365 1366 1367 1368 1369 1370 1371 1372 1373 1374 1375 1376 1377 1378 1379 1380 1381 1382 1383 1384 1385 1386 1387 1388 1389 1390 1391 1392 1393 1394 1395 1396 1397 1398 1399 1400 1401 1402 1403 1404 1405 1406 1407 1408 1409 1410 1411 1412 1413 1414 1415 1416 1417 1418 1419 1420 1421 1422 1423 1424 1425 1426 1427 1428 1429 1430 1431 1432 1433 1434 1435 1436 1437 1438 1439 1440 1441 1442 1443 1444 1445 1446 1447 1448 1449 1450 1451 1452 1453 1454 1455 1456 1457 1458 1459 1460 1461 1462 1463 1464 1465 1466 1467 1468 1469 1470 1471 1472 1473 1474 1475 1476 1477 1478 1479 1480 1481 1482 1483 1484 1485 1486 1487 1488 1489 1490 1491 1492 1493 1494 1495 1496 1497 1498 1499 1500 1501 1502 1503 1504 1505 1506 1507 1508 1509 1510 1511 1512 1513 1514 1515 1516 1517 1518 1519 1520 1521 1522 1523 1524 1525 1526 1527 1528 1529 1530 1531 1532 1533 1534 1535 1536 1537 1538 1539 1540 1541 1542 1543 1544 1545 1546 1547 1548 1549 1550 1551 1552 1553 1554 1555 1556 1557 1558 1559 1560 1561 1562 1563 1564 1565 1566 1567 1568 1569 1570 1571 1572 1573 1574 1575 1576 1577 1578 1579 1580 1581 1582 1583 1584 1585 1586 1587 1588 1589 1590 1591 1592 1593 1594 1595 1596 1597 1598 1599 1600 1601 1602 1603 1604 1605 1606 1607 1608 1609 1610 1611 1612 1613 1614 1615 1616 1617 1618 1619 1620 1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1636 1637 1638 1639 1640 1641 1642 1643 1644 1645 1646 1647 1648 1649 1650 1651 1652 1653 1654 1655 1656 1657 1658 1659 1660 1661 1662 1663 1664 1665 1666 1667 1668 1669 1670 1671 1672 1673 1674 1675 1676 1677 1678 1679 1680 1681 1682 1683 1684 1685 1686 1687 1688 1689 1690 1691 1692 1693 1694 1695 1696 1697 1698 1699 1700 1701 1702 1703 1704 1705 1706 1707 1708 1709 1710 1711 1712 1713 1714 1715 1716 1717 1718 1719 1720 1721 1722 1723 1724 1725 1726 1727 1728 1729 1730 1731 1732 1733 1734 1735 1736 1737 1738 1739 1740 1741 1742 1743 1744 1745 1746 1747 1748 1749 1750 1751 1752 1753 1754 1755 1756 1757 1758 1759 1760 1761 1762 1763 1764 1765 1766 1767 1768 1769 1770 1771 1772 1773 1774 1775 1776 1777 1778 1779 1780 1781 1782 1783 1784 1785 1786 1787 1788 1789 1790 1791 1792 1793 1794 1795 1796 1797 1798 1799 1800 1801 1802 1803 1804 1805 1806 1807 1808 1809 1810 1811 1812 1813 1814 1815 1816 1817 1818 1

I REQUEST YOUR PLAN TO BE  
 REOPENED UNDER THE  
 REGISTRY ACT  
 FEBRUARY 19 2  
 607  
 K. L. Stidman  
 K. L. Stidman  
 K. L. Stidman

PLAN 14R-5268  
RECEIVED AND DEPOSITED  
February 19 1964  
J. J. J. J. J.  
FOR THE  
RECORDS OF THE  
CITY OF CHICAGO

SCHEDULE				
Part	Qty. List	Description	Unit. Qty.	Quantity
1				0.000 cu
2				4.01 cu
3				0.01 cu
4				0.100 cu
5				0.200 cu
6				0.000 cu
7				0.000 cu
8				0.100 cu
9				0.000 cu
10				0.000 cu
11				0.000 cu

CLAIMS ARE ADDITIONAL AND ARE REFERRED TO THE NORTH LOT OF PART 4, BEARING A BEARING OF S 74° 07' 00" E AS SHOWN ON PAGE 548-743

NOTE: ALL OFFERS ARE IN GOOD  
FAITH TO TRANSFER INTO OTHER  
COURTS.

54 MEMPHIS FILE# 44-781  
 55 MEMPHIS FILE# 100-2009  
 56 MEMPHIS FILE# 100-3238  
 57 MEMPHIS I.P.#100001 FILE ONE  
 58 NEW ORLEANS I.P.#100001 FILE ONE  
 59 NEW ORLEANS I.P.#100001 FILE ONE  
 60 NEW ORLEANS I.P.#100001 FILE ONE  
 61 NEW ORLEANS I.P.#100001 FILE ONE  
 62 NEW ORLEANS I.P.#100001 FILE ONE  
 63 NEW ORLEANS I.P.#100001 FILE ONE  
 64 NEW ORLEANS I.P.#100001 FILE ONE  
 65 NEW ORLEANS I.P.#100001 FILE ONE  
 66 NEW ORLEANS I.P.#100001 FILE ONE  
 67 NEW ORLEANS I.P.#100001 FILE ONE  
 68 NEW ORLEANS I.P.#100001 FILE ONE  
 69 NEW ORLEANS I.P.#100001 FILE ONE  
 70 NEW ORLEANS I.P.#100001 FILE ONE  
 71 NEW ORLEANS I.P.#100001 FILE ONE  
 72 NEW ORLEANS I.P.#100001 FILE ONE  
 73 NEW ORLEANS I.P.#100001 FILE ONE  
 74 NEW ORLEANS I.P.#100001 FILE ONE  
 75 NEW ORLEANS I.P.#100001 FILE ONE  
 76 NEW ORLEANS I.P.#100001 FILE ONE  
 77 NEW ORLEANS I.P.#100001 FILE ONE  
 78 NEW ORLEANS I.P.#100001 FILE ONE  
 79 NEW ORLEANS I.P.#100001 FILE ONE  
 80 NEW ORLEANS I.P.#100001 FILE ONE  
 81 NEW ORLEANS I.P.#100001 FILE ONE  
 82 NEW ORLEANS I.P.#100001 FILE ONE  
 83 NEW ORLEANS I.P.#100001 FILE ONE  
 84 NEW ORLEANS I.P.#100001 FILE ONE  
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 88 NEW ORLEANS I.P.#100001 FILE ONE  
 89 NEW ORLEANS I.P.#100001 FILE ONE  
 90 NEW ORLEANS I.P.#100001 FILE ONE  
 91 NEW ORLEANS I.P.#100001 FILE ONE  
 92 NEW ORLEANS I.P.#100001 FILE ONE  
 93 NEW ORLEANS I.P.#100001 FILE ONE  
 94 NEW ORLEANS I.P.#100001 FILE ONE  
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 100 NEW ORLEANS I.P.#100001 FILE ONE

● 2000年10月1日

**DEPARTMENT OF THE ARMY**  
**HEADQUARTERS, U.S. ARMY, WASHINGTON, D.C.**

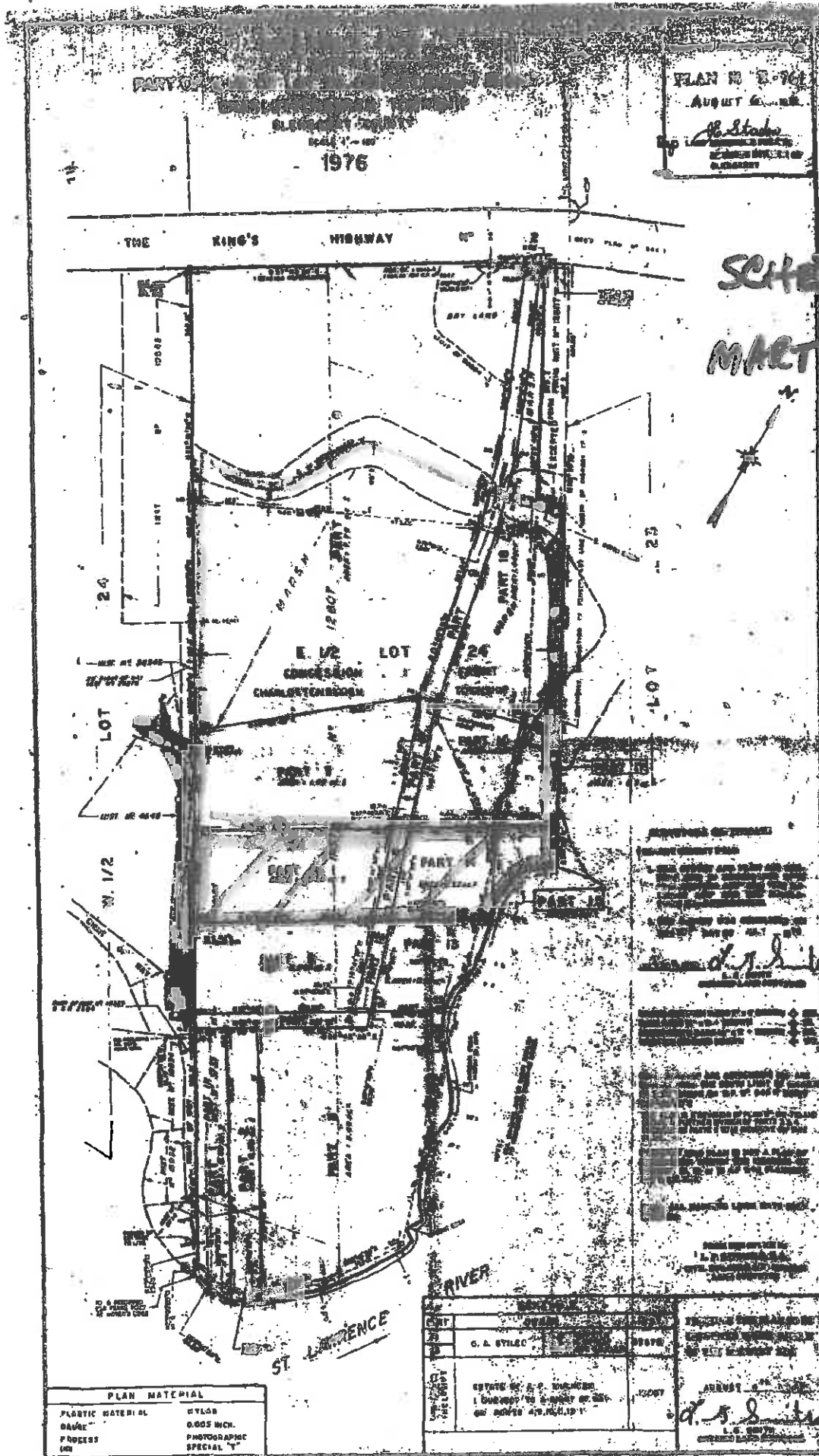
உள்ளுயிர்தர்ப்பு அமைப்புகள்

1 THIS BUREAU AND PLAN ARE COMPLETE AND IN  
ACCORDANCE WITH THE BUREAU ACT, THE  
SUPERVISOR ACT AND THE SECURITY ACT AND  
THE REGULATIONS AND UNDER THEM.

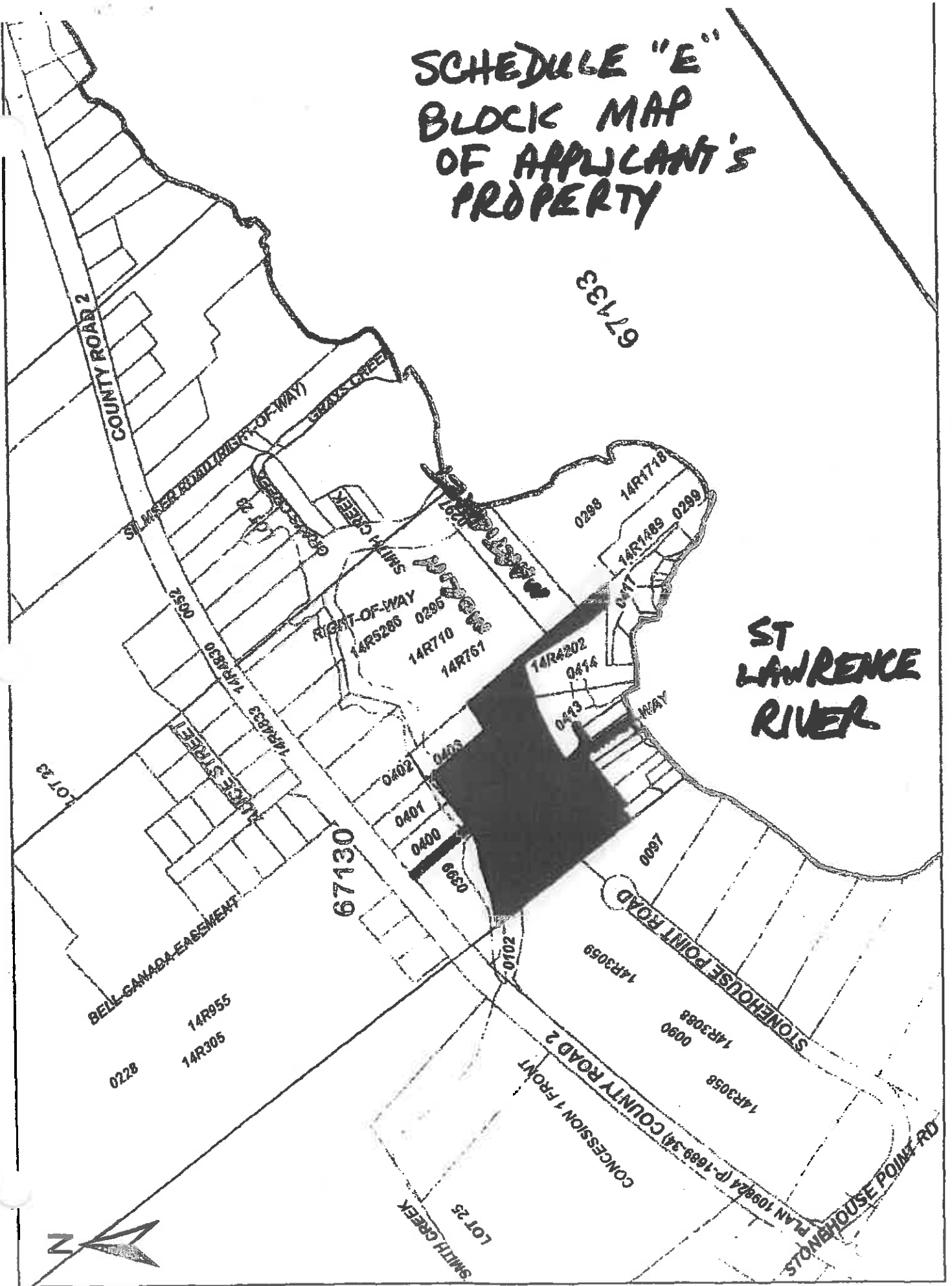
RECEIVED 18 709  
K. H. Midwell

FROM THE OFFICE OF  
C. I. STUBBINS  
FEDERAL BUREAU OF INVESTIGATION AND UNITED STATES DEPARTMENT OF JUSTICE  
47-108 STONEY SPRING  
STONEY SPRING, MONTANA

ST. LAWRENCE RIVER



# SCHEDULE "E" BLOCK MAP OF APPLICANT'S PROPERTY



1255 *na* 3200-1

K. L. STEWART  
 OFFICE AND RESIDENCE

DATE February 17 2000  
William C  
 THE SECRETARY FOR THE  
 SECRETARY OF DEFENSE  
 No. 16

REMARKS ARE ASTRONOMICAL AND ARE REFERRED TO THE NORTH 127° OF PART 8, BEING A CORRECTION OF 11.574007 AS GIVEN BY PLAN 142-783

AGRY. & S. DISTRICTS ARE AT RISK  
DUE TO TEMPERE UNUSUALS  
CHANGING WITH

[illegible]

**BRIDGE  
NO LONGER  
IN PLACE**

FORMER  
EASEMENT  
TO ACCESS  
BRIDGE

NOTES:  
DISTANCES SHOWN ON THIS PLAN ARE IN FEET AND

WILSON'S CONTINUED  
- PAGE TWO

- 1 AND SURVEY AND PLAN AND CONDUCT AND ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE MEASUREMENT ACT AND THE REGULATION MADE UNDER THEM.
- 2 THE SURVEY BE COMPLETED ON THE 17th DAY OF FEBRUARY 1964.

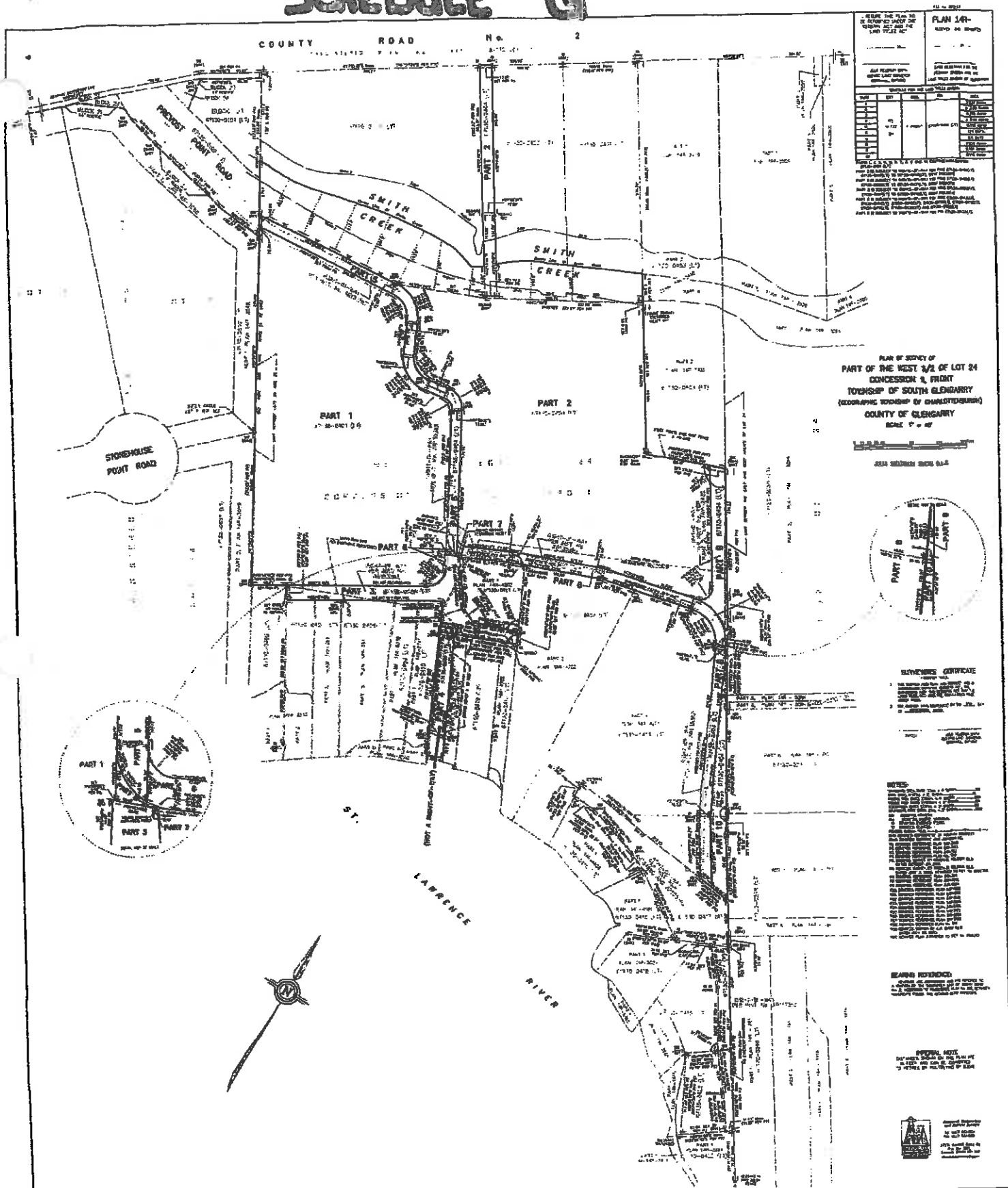
FEBRUARY 18, 2000  
DATE

K. H. Stidwell

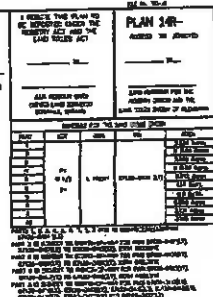
FROM THE OFFICE OF  
W. J. STEWART  
167-180 STONEY STREET  
CHICAGO, ILLINOIS

↑ SKIPPED  
EASEMENT OVER NORTH  
PROPERTY IN FAVOR OF  
WATKINS RIVER

# SCHEDULE "G"



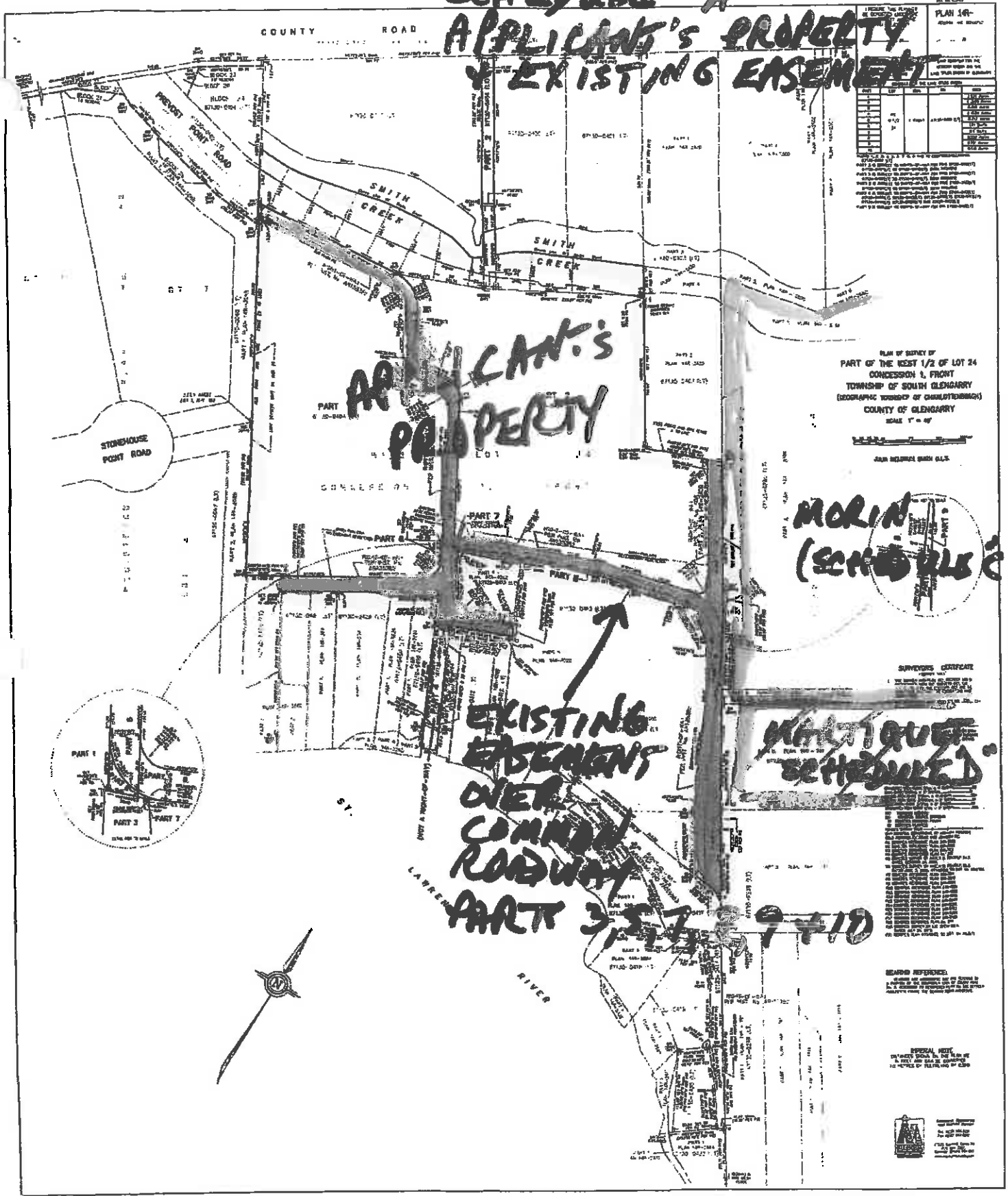
Lehigh Property  
(YELLOW)





114-15

# SCHEDULE "A" APPLICANT'S PROPERTY & EXISTING EASEMENT



PLAN 149-1  
Map of South Australia

Lot	Area	Owner
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100	1.00	...

PLAN OF SURVEY OF  
PART OF THE WEST 1/2 OF LOT 24  
CONCESSION 1, FRONT  
TOWNSHIP OF SOUTH GLENELG  
(GEOGRAPHIC TOWNSHIP OF GLENELG)  
COUNTY OF GLENELG  
SCALE 1" = 40'

MORIN  
(SCHEDULE 2)

EXISTING  
EASEMENT  
OVER  
COMMON  
ROADWAY  
PART 3, 5, 7, 9 & 10

MATTHEW  
SCHEDULE 2

REMARKS  
...

SPECIAL NOTE  
...



# SCHEDULE "2"

COUNTY ROAD No. 2

PLAN 24-	
DATE	1964
BY	W. H. H. H.
FOR	W. H. H. H.
BY	W. H. H. H.
FOR	W. H. H. H.

NO.	DESCRIPTION	AMOUNT	DATE
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10	...	...	...

PLAN OF SURVEY OF  
PART OF THE WEST 1/2 OF LOT 24  
CONCESSION 1, FRONT  
TOWNSHIP OF SOUTH GLENHARRY  
(GEORGIAN TOWNSHIP OF CHARLESTOWN)  
COUNTY OF GLENHARRY  
SCALE 1" = 40'

PLAN OF SURVEY OF  
PART OF THE WEST 1/2 OF LOT 24  
CONCESSION 1, FRONT  
TOWNSHIP OF SOUTH GLENHARRY  
(GEORGIAN TOWNSHIP OF CHARLESTOWN)  
COUNTY OF GLENHARRY  
SCALE 1" = 40'

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PART OF THE WEST 1/2 OF LOT 24  
CONCESSION 1, FRONT  
TOWNSHIP OF SOUTH GLENHARRY  
(GEORGIAN TOWNSHIP OF CHARLESTOWN)  
COUNTY OF GLENHARRY  
SCALE 1" = 40'

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PART OF THE WEST 1/2 OF LOT 24  
CONCESSION 1, FRONT  
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(GEORGIAN TOWNSHIP OF CHARLESTOWN)  
COUNTY OF GLENHARRY  
SCALE 1" = 40'

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COUNTY OF GLENHARRY  
SCALE 1" = 40'

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PART OF THE WEST 1/2 OF LOT 24  
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COUNTY OF GLENHARRY  
SCALE 1" = 40'

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CONCESSION 1, FRONT  
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(GEORGIAN TOWNSHIP OF CHARLESTOWN)  
COUNTY OF GLENHARRY  
SCALE 1" = 40'

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PART OF THE WEST 1/2 OF LOT 24  
CONCESSION 1, FRONT  
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(GEORGIAN TOWNSHIP OF CHARLESTOWN)  
COUNTY OF GLENHARRY  
SCALE 1" = 40'

PLAN OF SURVEY OF  
PART OF THE WEST 1/2 OF LOT 24  
CONCESSION 1, FRONT  
TOWNSHIP OF SOUTH GLENHARRY  
(GEORGIAN TOWNSHIP OF CHARLESTOWN)  
COUNTY OF GLENHARRY  
SCALE 1" = 40'

PLAN OF SURVEY OF  
PART OF THE WEST 1/2 OF LOT 24  
CONCESSION 1, FRONT  
TOWNSHIP OF SOUTH GLENHARRY  
(GEORGIAN TOWNSHIP OF CHARLESTOWN)  
COUNTY OF GLENHARRY  
SCALE 1" = 40'

PLAN OF SURVEY OF  
PART OF THE WEST 1/2 OF LOT 24  
CONCESSION 1, FRONT  
TOWNSHIP OF SOUTH GLENHARRY  
(GEORGIAN TOWNSHIP OF CHARLESTOWN)  
COUNTY OF GLENHARRY  
SCALE 1" = 40'

PLAN OF SURVEY OF  
PART OF THE WEST 1/2 OF LOT 24  
CONCESSION 1, FRONT  
TOWNSHIP OF SOUTH GLENHARRY  
(GEORGIAN TOWNSHIP OF CHARLESTOWN)  
COUNTY OF GLENHARRY  
SCALE 1" = 40'

PLAN OF SURVEY OF  
PART OF THE WEST 1/2 OF LOT 24  
CONCESSION 1, FRONT  
TOWNSHIP OF SOUTH GLENHARRY  
(GEORGIAN TOWNSHIP OF CHARLESTOWN)  
COUNTY OF GLENHARRY  
SCALE 1" = 40'

PLAN OF SURVEY OF  
PART OF THE WEST 1/2 OF LOT 24  
CONCESSION 1, FRONT  
TOWNSHIP OF SOUTH GLENHARRY  
(GEORGIAN TOWNSHIP OF CHARLESTOWN)  
COUNTY OF GLENHARRY  
SCALE 1" = 40'

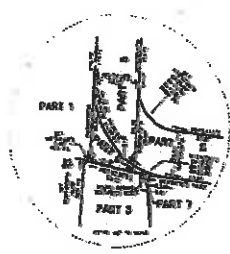
PLAN OF SURVEY OF  
PART OF THE WEST 1/2 OF LOT 24  
CONCESSION 1, FRONT  
TOWNSHIP OF SOUTH GLENHARRY  
(GEORGIAN TOWNSHIP OF CHARLESTOWN)  
COUNTY OF GLENHARRY  
SCALE 1" = 40'

PLAN OF SURVEY OF  
PART OF THE WEST 1/2 OF LOT 24  
CONCESSION 1, FRONT  
TOWNSHIP OF SOUTH GLENHARRY  
(GEORGIAN TOWNSHIP OF CHARLESTOWN)  
COUNTY OF GLENHARRY  
SCALE 1" = 40'

MORIN PROPERTY  
(SEE SCHEDULE C)

PROPOSED  
EASEMENT  
IN FAVOR  
OF MORIN  
(ORANGE)

PARTS 5-7-8-16  
OVERLAPPING  
ALREADY EXISTING  
EASEMENT



# SCHEDULE "C"

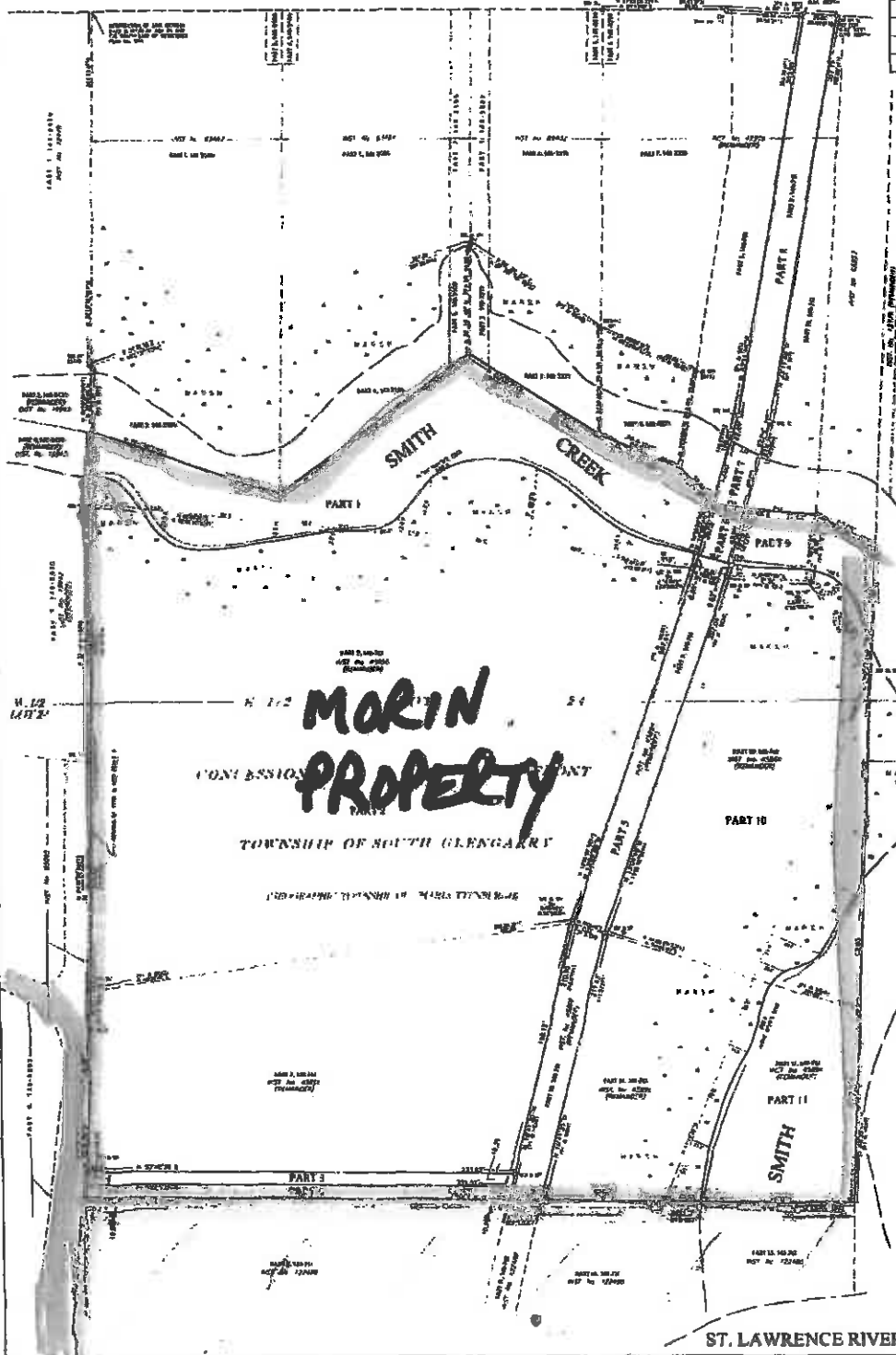
PLAN OF SURVEY  
SHOWING  
PART OF E. 1/2 LOT 24, CONCESSION 1 FROM  
TOWNSHIP OF SOUTH GLENGARRY  
(GEOGRAPHIC TOWNSHIP OF CHARLOTTENBURGH)  
COUNTY OF GLENGARRY

**MORIN**

SCALE 1" = 10'  
N. L. STODWELL  
CHARTERED LAND SURVEYOR



COUNTY ROAD No. 2 FORMERLY KING'S HIGHWAY No. 2  
(REV. PLAN No. 244)



I DEPOSIT THIS PLAN TO BE  
RECORDED UNDER THE  
RECORD ACT

RECORDED IN 2004  
DATE  
T.K. Stodwell  
CHARTERED LAND SURVEYOR

PLAN MR-5266  
RECEIVED AND INDEXED  
February 19 2004  
J. Williams  
REGISTRAR FOR THE  
PROVINCE OF ONTARIO  
PL 14

Part	Area	Comments	Area	Remarks
1			0.00 ac	
2			4.01 ac	
3			0.07 ac	
4			0.07 ac	
5			0.20 ac	
6			0.03 ac	
7			0.02 ac	
8			0.19 ac	
9			0.12 ac	
10			1.00 ac	
11			0.43 ac	

REMARKS ARE REFERRED TO AS SET FORTH IN  
THE ACTS, LAWS OF ONT. & LAWS & BY-LAWS OF  
A MUNICIPALITY AS SHOWN ON PLAN MR-5266

NOT: NO IMPROVEMENTS ARE AS SHOWN  
EXCEPT TO THOSE OF THE DATE OF THIS  
SURVEY, AS NOTED

24. APPROVED BY THE BOARD OF  
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REMARKS

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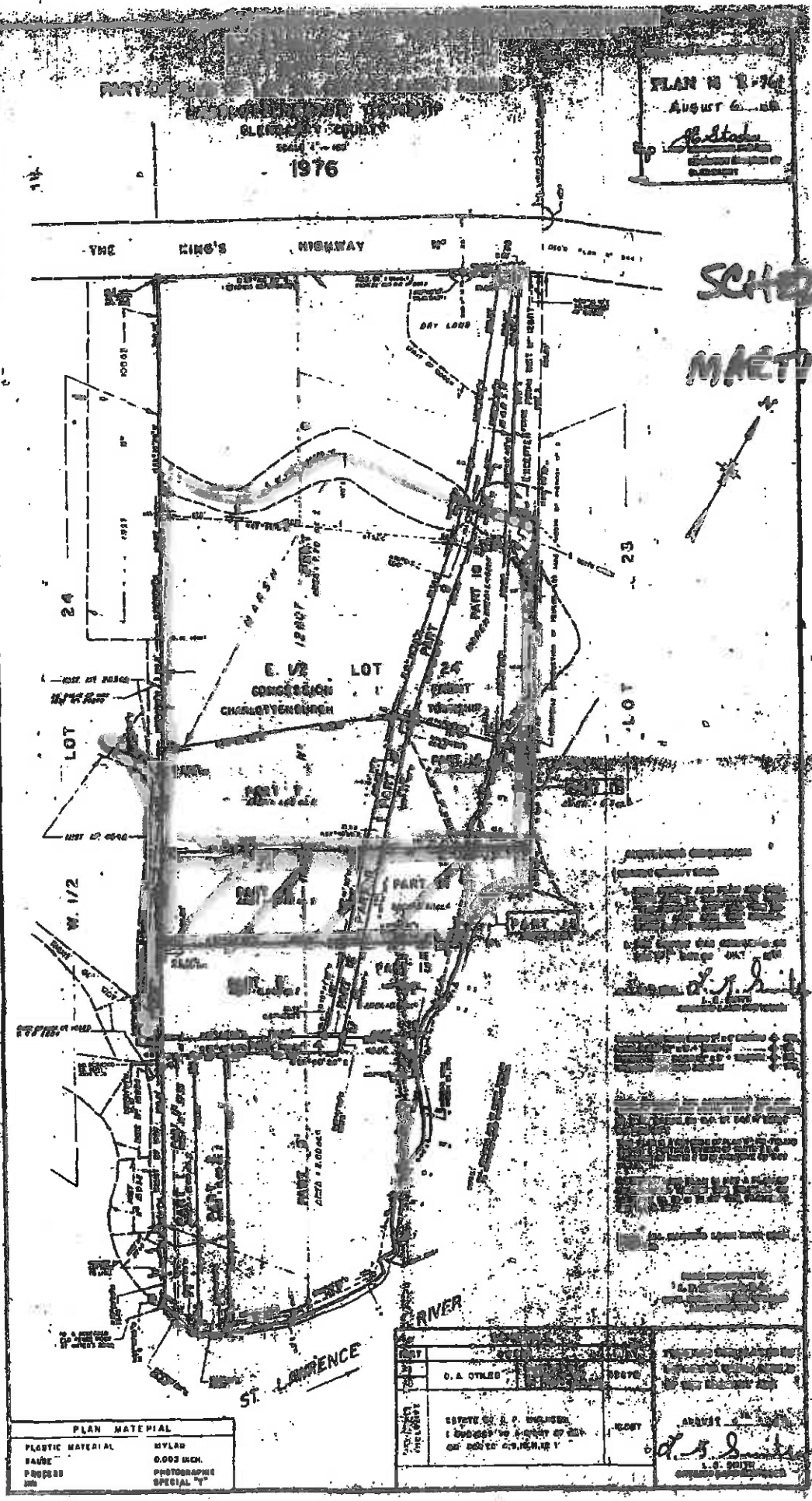


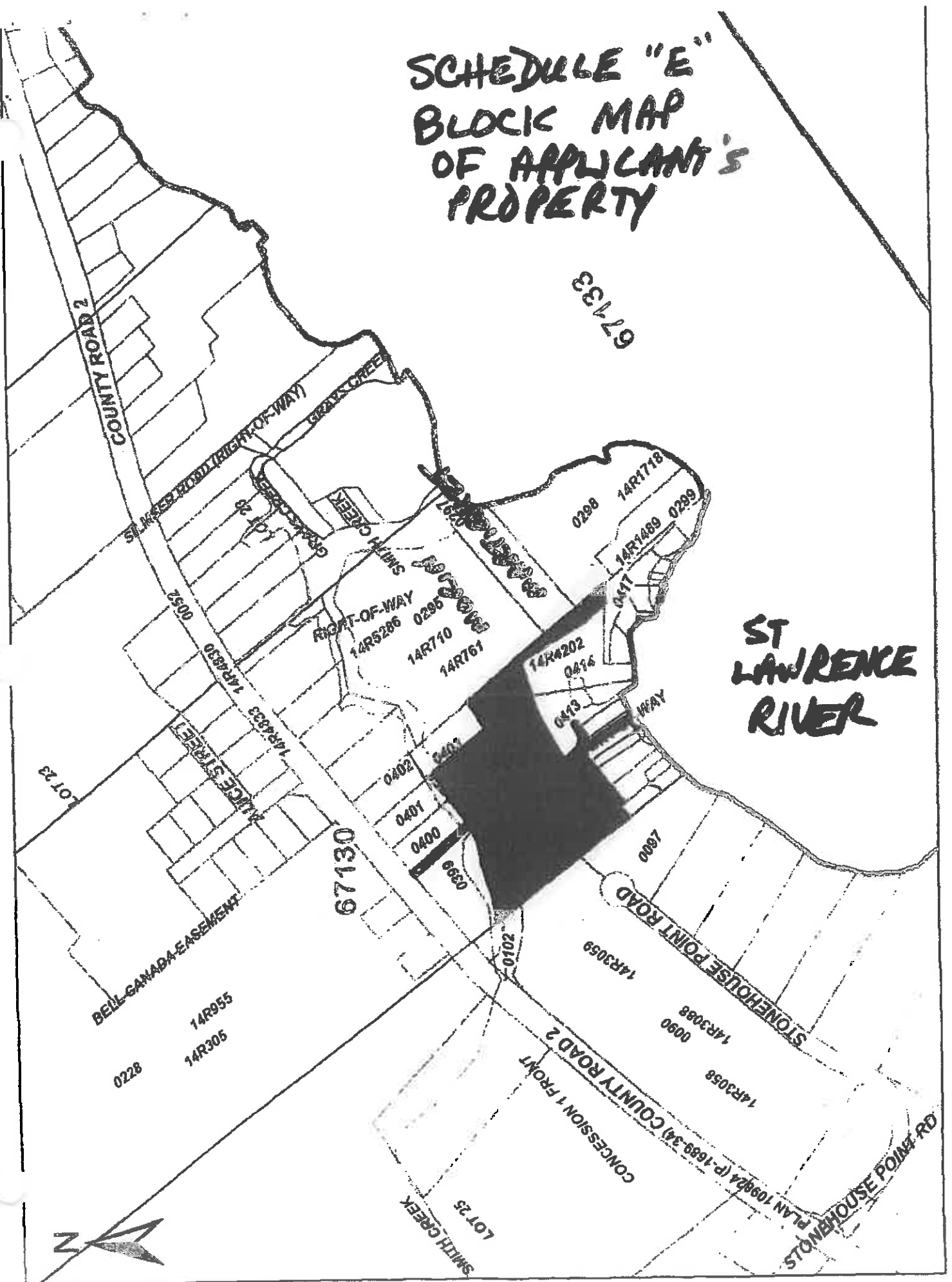
SCHÉMA 3°  
MAETIGNEY

PLAN MATERIAL	
PLASTIC MATERIAL	MYLAR
SCALE	0.002 INCH
PROCESS	PHOTODUPLICATION
DATE	SPECIAL '76'

LOT	OWNER	DATE
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APPROVED BY  
L.S. SOUTH  
1976

# SCHEDULE "E" BLOCK MAP OF APPLICANT'S PROPERTY



Topic:                     

**M & S STATION**  
பொது அடி கட்டிடம்

STATIONARY AIR CONTROLS AND AIR SUPPLY TO THE LEFT OF THE AIR ENGINE COMPARTMENT OF A DPA-17 AS SHOWN ON PLAN 149-751

ONLY ALL OFFSETS ARE AT RIGHT  
ANGLES TO BENTONITE LINES (CUTS  
OFF-PIPING NOTED)

71 MEMPHIS PLAN 147-221  
 72 MEMPHIS PLAN 147-222  
 73 MEMPHIS PLAN 147-223  
 74 MEMPHIS PLAN 147-224  
 75 MEMPHIS PLAN 147-225  
 76 MEMPHIS PLAN 147-226  
 77 MEMPHIS PLAN 147-227  
 78 MEMPHIS PLAN 147-228  
 79 MEMPHIS PLAN 147-229  
 80 MEMPHIS PLAN 147-230

FORMER  
EASEMENT  
TO ACCESS  
BRIDGE

PRINCE  
EASEMENT OVER NORIN  
PROPERTY IN FAVOR OF  
MARTIQUET

**UNRECORDED**  
**DEFENSES SPECIFIC TO THE PLAN ARE IN TEXT AND**  
**FOOTNOTES. THE FOLLOWING ARE THE DEFENSES IN THE PLAN.**

2. **THE STATE OF TEXAS, COUNTY OF DALLAS, ss. I, \_\_\_\_\_, Clerk of the County Court, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County Court of Dallas County, Texas.**

1. THIS SURVEY AND PLAN ARE CONDUCTED AND IN ACCORDANCE WITH THE SURVEYS ACT, THE EXAMINATIONS ACT AND THE STUDENTS ACT AND THE REGULATIONS HERE UNDER THEM.

APR 14 1964  
LAW

FROM THE OFFICE OF  
R. J. STEINBERG  
POLICE CHIEF, MEMPHIS AND DETROIT AREA DIVISIONS  
107-100 EMMETT STREET  
MEMPHIS, TENNESSEE

COUNTY	ROAD	No.
CLATSOP	100	100

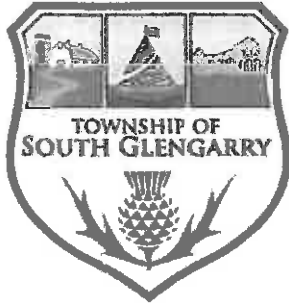


Bellevue Property  
(YELLOW)





## MEMORANDUM



**REPORT TO:** Mayor and Council  
**MEETING DATE:** January 11, 2016  
**SUBJECT:** Consent Applications B-113-15  
**PREPARED BY:** Joanne Haley

**RE: B-113-15**  
**Part of Lot 24, Concession 1**  
**Township of Charlottenburgh**  
**Lelievre**

**Type of Consent: Building Lot**

**Subject:**

The subject property is located east of Glen Walter, on the south side of County Road 2 in an area known as Prevost Point and is approximately 7.1 acres in size. The applicant wishes to create a building lot of approximately 2.6 acres that contains an abandoned barn and will retain approximately 4.5 acres of developed land.

**Official Plan Designations:** The subject property is designated Provincially Significant Wetland, Rural District and Residential District in the County Official Plan. Section 8.14.13.3. D. I of the County Official Plan indicates that "up to two consents for residential purposes may be granted for a legally conveyable lot, excluding the retained lot where the approval authority is satisfied that a plan of subdivision of the land is not necessary for the proper and orderly development of the land; where the lot existed as of January 1, 1980 and where the land is located in the Rural District as shown on the Land Use Plan Schedules. It is unknown as this time if and when lots were created on the subject property since January 1, 1980.

Section 8.14.13 E of the County Official Plan states that "The lots to be subdivided or severed and to be retained shall meet the requirements of any zoning by-law having application and shall be adequate for:

11) lot frontage and depth"

Section 8.14.13 J states "The lots shall have frontage on and direct access to an open year round maintained public road unless otherwise exempted." The subject property is not exempted.

The Township's zoning by-law requires that each the severed and retained portion have a 40 meter or 131.2 feet of frontage. The proposed severed lot and retained lot do not have sufficient lot frontage as the proposed severed lot is requesting 30 feet or 9.1 meters of frontage and the retained portion is requesting 74 feet or 22.5 meters of frontage however there is only 24.38 feet of frontage on the open portion of Prevost Point Road. It is important to note that approximately half of the proposed severed portion frontage is located in Smith Creek and none on the asphalt portion of Prevost Point Road according to the draft R Plan provided by the applicant, this area is also designated Provincially Significant Wetland and zoned Provincially Significant Wetland and Flood Plain Holding.

If this severance was to be approved, the majority of the properties frontage would be on the private road. Residential development would be permitted on the severed portion thereby adding further development and traffic on the private road. Although this severance application proposes that both the severed and retained lots will have frontage on a public road the Official Plan does not allow for new lot creation on a private road other than for condominium development or a mobile home park.

**Zoning By-law:** The subject property is zoned Provincially Significant Wetland, Floodplain Holding and Limited Services Residential; the proposed severance does not conform to the zoning by-law.

**Proposed Recommendation:**

That the Manager of Planning, SDG, denies this application for consent as it does not conform to the intent of the County's Official Plan and it does not conform to the Township's zoning by-law.

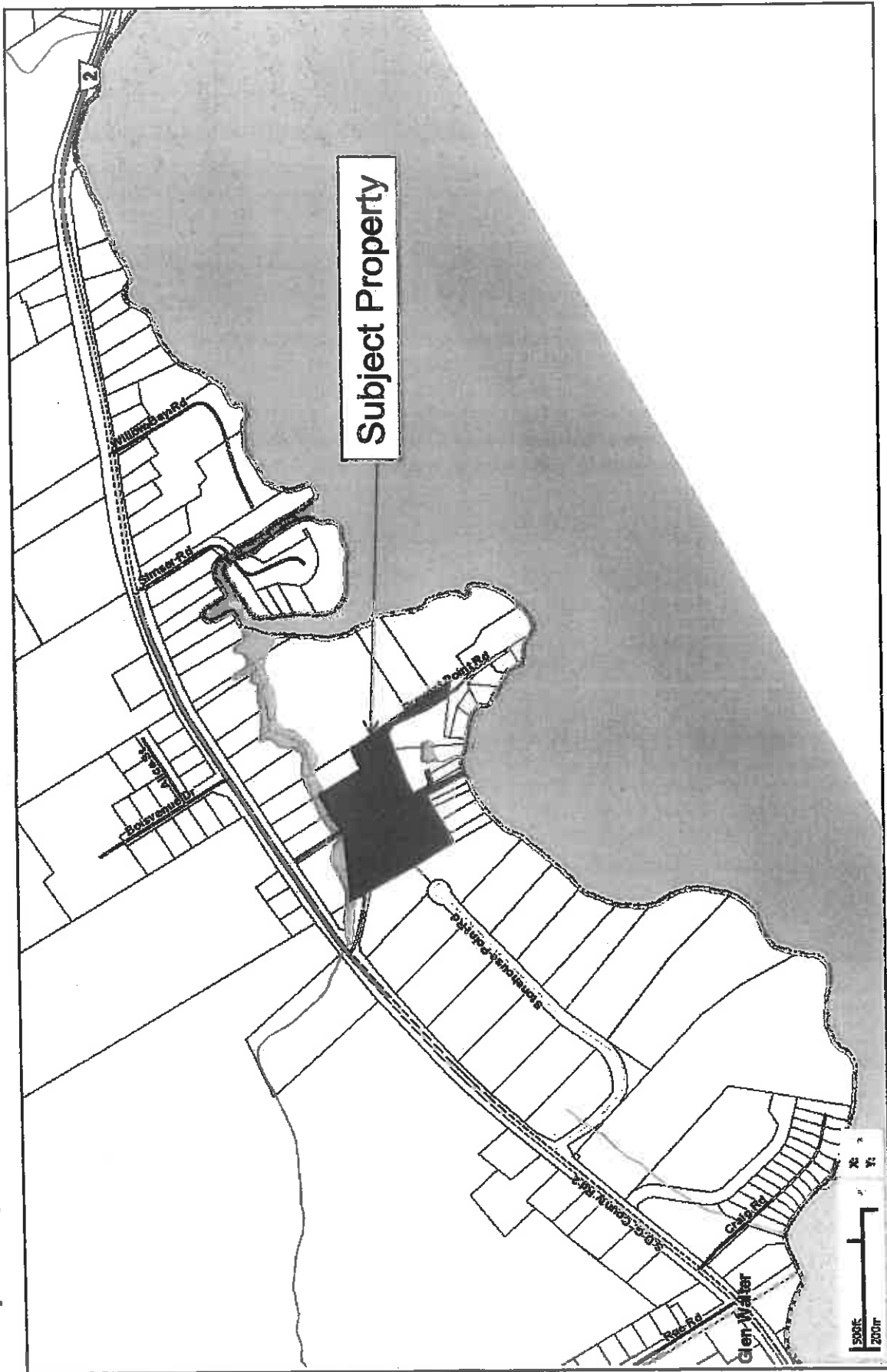
Respectfully submitted by: Joanne Haley

Date: January 5, 2016

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**TITLE: GM-Community Services**

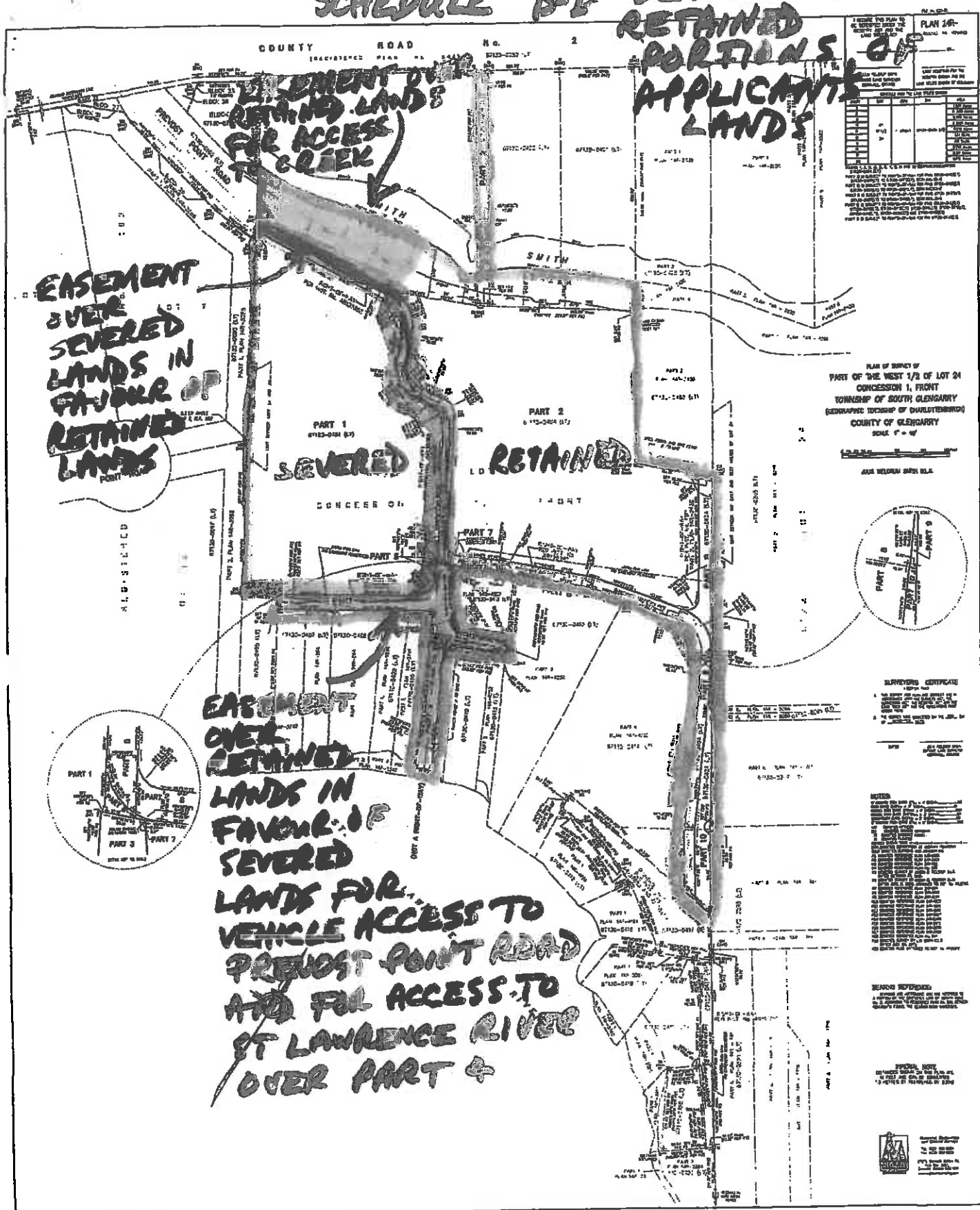
# Key Map B-112, 113, 114, 115/15



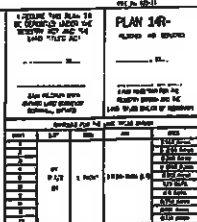
Produced by The Township of South Glengarry with data supplied under license with the Ontario Geospatial Data Exchange © Queens printer January 2016. This map is for illustrative purposes only.



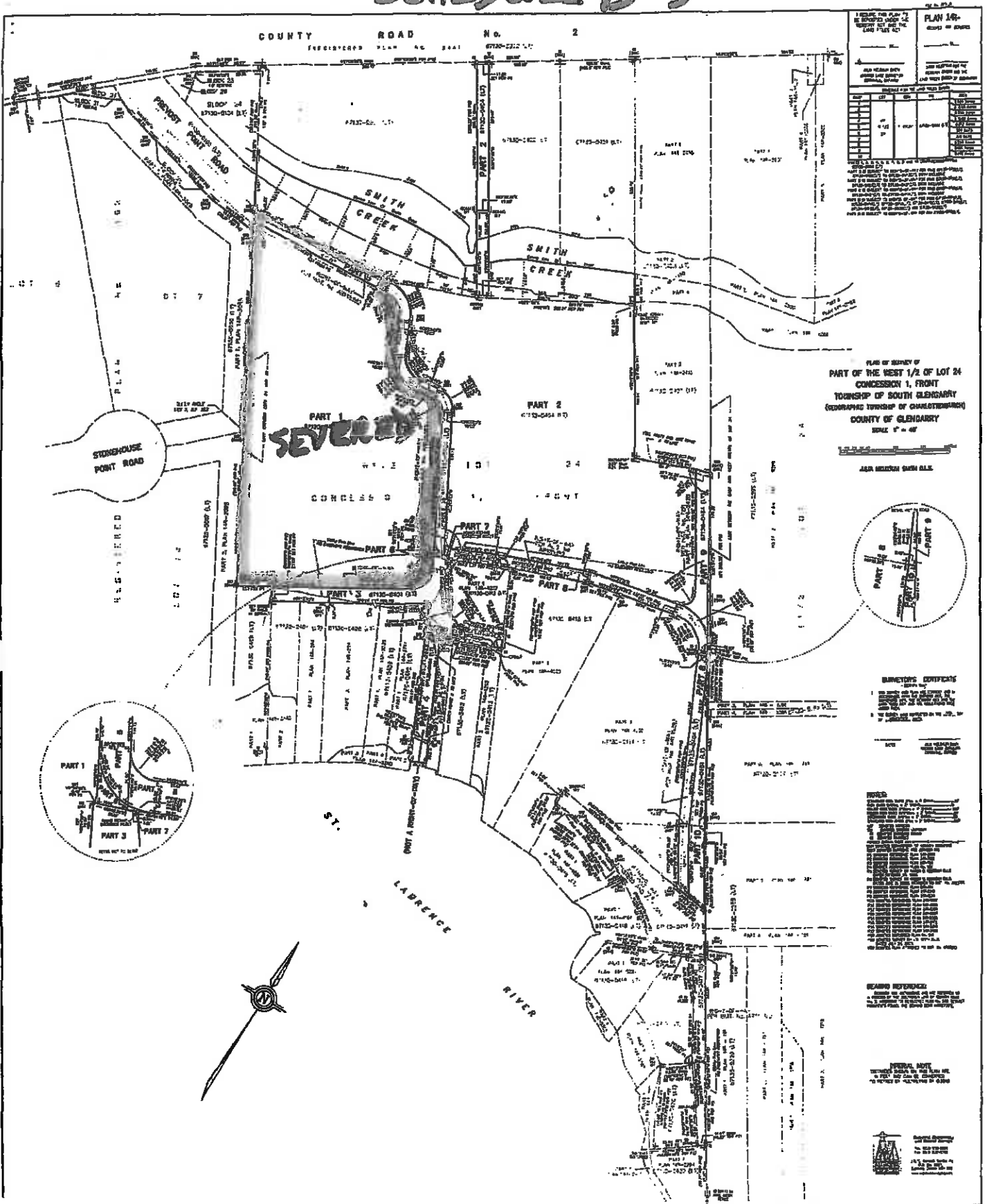
# **SCHEDULE "B1" SEVERED & RETAINED PORTIONS OF APPLICANTS LANDS**



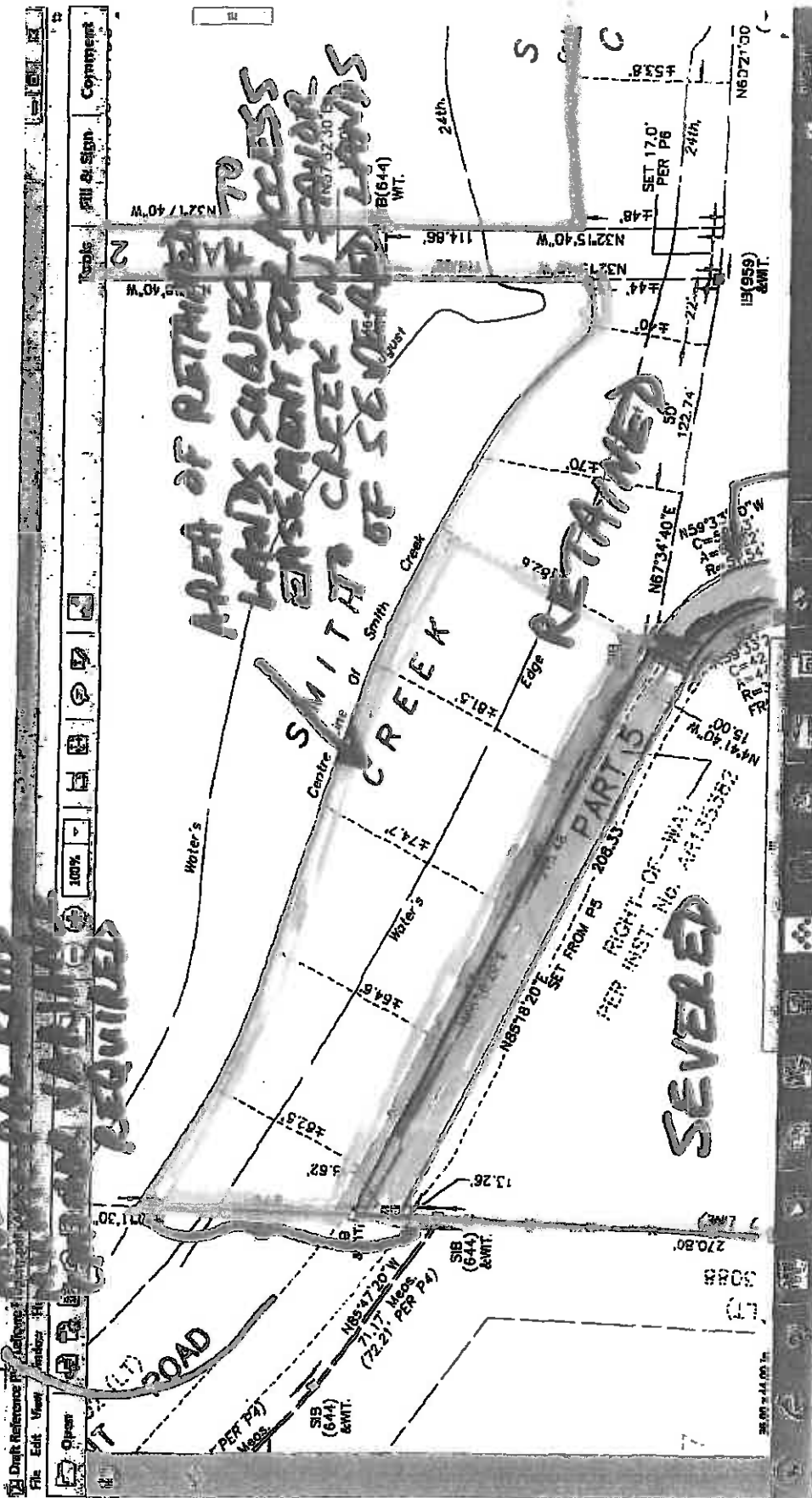
## 00 3



## SCHEDULE B-3



## SCHEDULE "B-4"



PORTION OF ROAD  
STAYING WITH  
UNGRAZED LANDS BUT  
SUBJECT TO EASEMENT  
IN FAVOR OF SEVERED LANDS



# SCHEDULE 'C' BLOCK MAP OF APPLICANT'S PROPERTY

ServiceOntario

PRINTED ON 08 APR, 2015 AT 13:22:37  
FOR NGATIENO1



PROPERTY INDEX MAP  
GLENGARRY (No. 14)

## LEGEND

RESIDENTIAL PROPERTY  
UNDEVELOPED PROPERTY  
CONDOMINIUM PROPERTY  
RETIRED PIN (MAP UPDATE PENDING)  
PROPERTY NUMBER  
BLOCK NUMBER  
GEOGRAPHIC FIGURE  
EASEMENT

THIS IS NOT A PLAN OF SURVEY

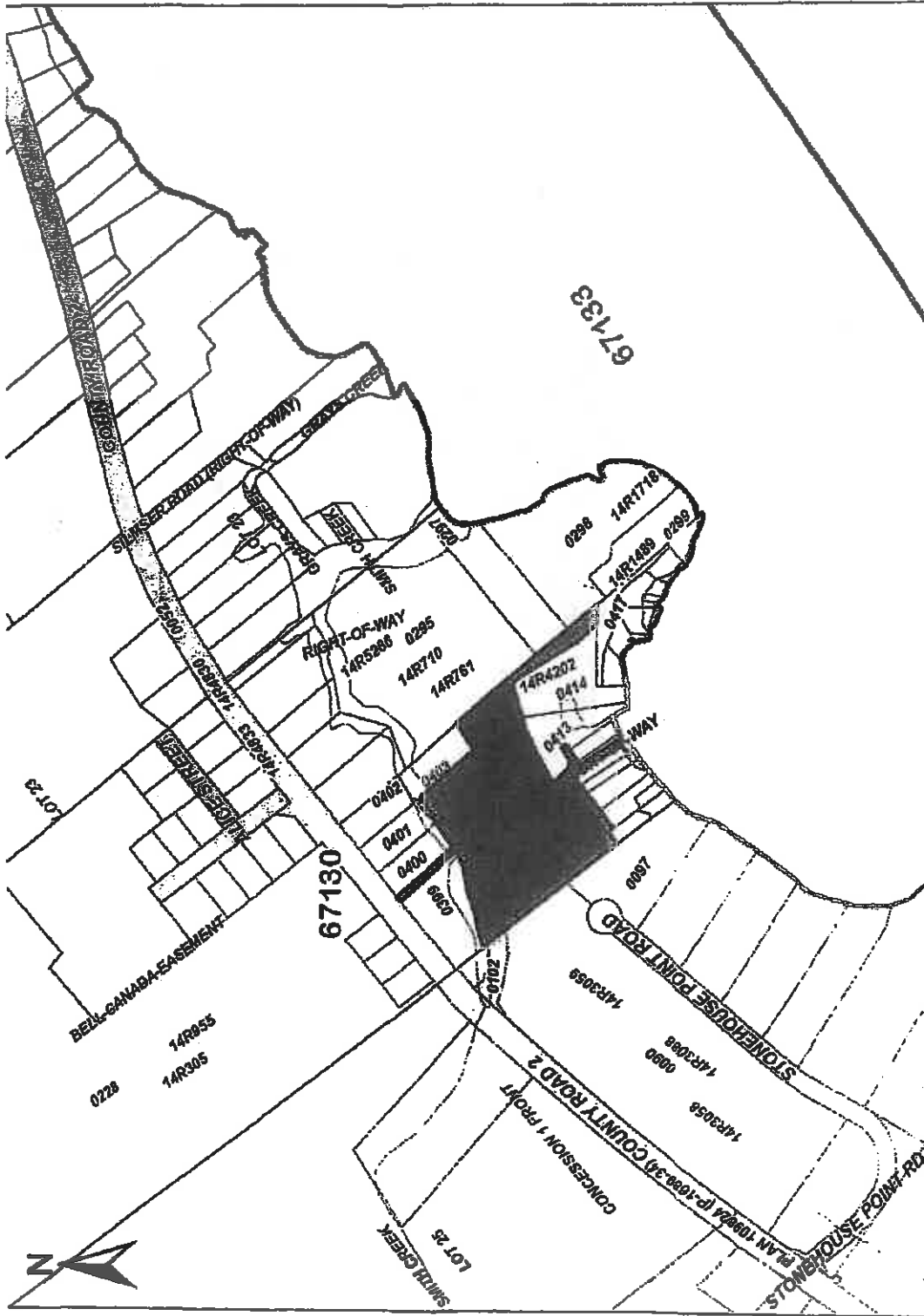
## NOTES

REVIEW THE TITLE RECORDS FOR COMPLETE  
PROPERTY INFORMATION AS THIS MAP  
DOES NOT REFLECT RECENT REGISTRATIONS  
NOT REFLECT RECENT REGISTRATIONS  
THIS MAP WAS COMPILED FROM PLAN  
CONVEYANCE RECORDS IN THE LAND  
REGISTRATION SYSTEM AND THE BEST  
FOR PROPERTY INDEXING PURPOSES  
FOR DIMENSIONS OF PROPERTIES & DISTANCES  
RECORDED PLANS AND DOCUMENTS  
ONLY MAJOR EASEMENTS ARE SHOWN  
REFERENCE PLANS UNDERLYING MOBILE  
REFERENCE PLANS ARE NOT ILLUSTRATED

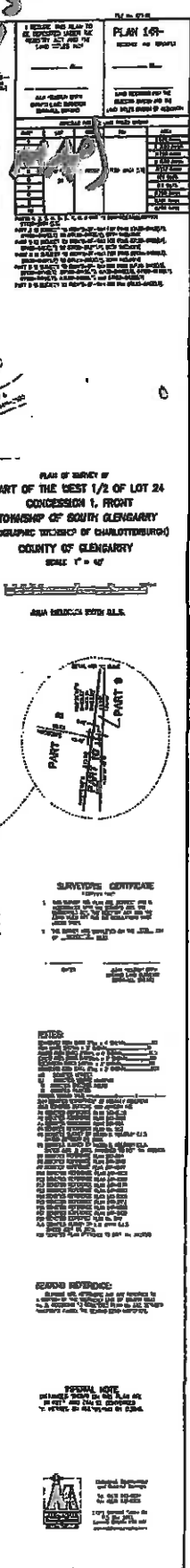


Ontario

© Queen's Printer for Ontario, 2015



(CORRESPONDS WITH BLOCK)



# SCHEDULE 'E'

## LOCATION OF STRUCTURES ON RETAINED & SEVERED LANDS

PLAN 140-

RECORD 100

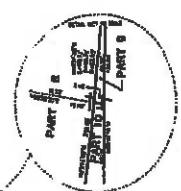
NO.	DESCRIPTION	DATE	BY
1	Original Plan	1910-04-01	J. H. Smith
2	Amended Plan	1910-04-01	J. H. Smith
3	Amended Plan	1910-04-01	J. H. Smith
4	Amended Plan	1910-04-01	J. H. Smith
5	Amended Plan	1910-04-01	J. H. Smith
6	Amended Plan	1910-04-01	J. H. Smith
7	Amended Plan	1910-04-01	J. H. Smith
8	Amended Plan	1910-04-01	J. H. Smith
9	Amended Plan	1910-04-01	J. H. Smith
10	Amended Plan	1910-04-01	J. H. Smith

THIS PLAN IS A COPY OF THE ORIGINAL PLAN AS FILED IN THE OFFICE OF THE COUNTY CLERK OF GLENHARRY COUNTY, ILLINOIS, AND IS NOT TO BE USED AS A BASIS FOR ANY OTHER PLAN OR MAP.

PLAN BY SURVEY OF  
PART OF THE WEST 1/2 OF LOT 24  
CONCESSION 1, FRONT  
TOWNSHIP OF SOUTH GLENHARRY  
(RECREATION TOWNSHIP OF GLENHARRY)  
COUNTY OF GLENHARRY  
STATE OF ILLINOIS  
JULY 1910

SCALE 1" = 40'

JULY 1910



SURVEYOR'S CERTIFICATE  
I, J. H. SMITH, being duly sworn, depose and say that I am a duly licensed surveyor in the State of Illinois, and that I have personally surveyed the above described land, and that the same is correctly shown on the above plan, and that I have not been paid for my services thereon.

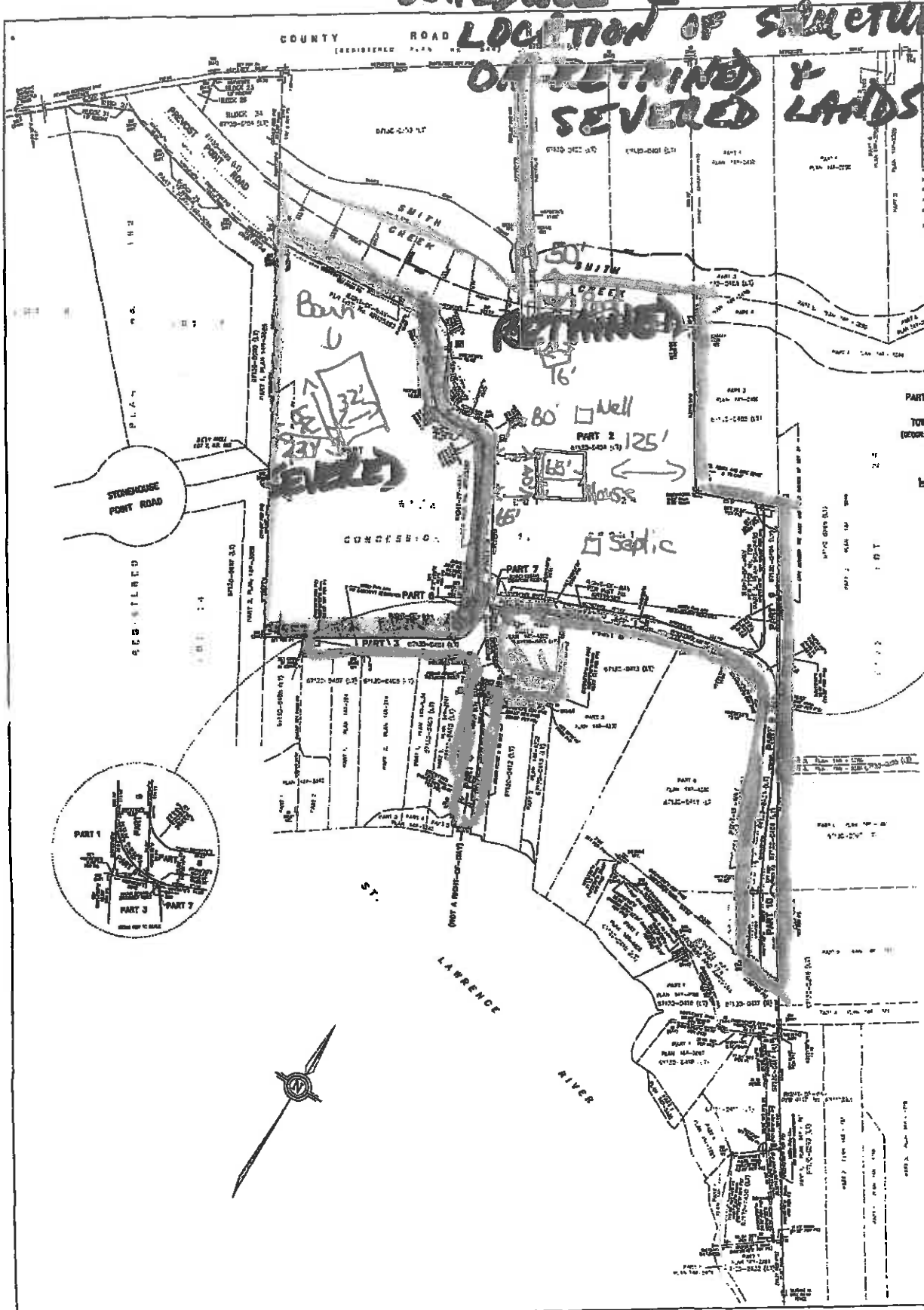
WITNESSED my hand and the seal of my office this 1st day of July, 1910.

J. H. SMITH, Surveyor

NOTES  
1. The survey was made by J. H. Smith, Surveyor, on July 1, 1910.  
2. The survey was made by J. H. Smith, Surveyor, on July 1, 1910.  
3. The survey was made by J. H. Smith, Surveyor, on July 1, 1910.  
4. The survey was made by J. H. Smith, Surveyor, on July 1, 1910.  
5. The survey was made by J. H. Smith, Surveyor, on July 1, 1910.  
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9. The survey was made by J. H. Smith, Surveyor, on July 1, 1910.  
10. The survey was made by J. H. Smith, Surveyor, on July 1, 1910.

BEARING REFERENCED  
TO THE SURVEY OF THE WEST 1/2 OF LOT 24, CONCESSION 1, FRONT TOWNSHIP OF SOUTH GLENHARRY, COUNTY OF GLENHARRY, STATE OF ILLINOIS, MADE BY J. H. SMITH, SURVEYOR, ON JULY 1, 1910.

SPECIAL NOTE  
THIS PLAN IS A COPY OF THE ORIGINAL PLAN AS FILED IN THE OFFICE OF THE COUNTY CLERK OF GLENHARRY COUNTY, ILLINOIS, AND IS NOT TO BE USED AS A BASIS FOR ANY OTHER PLAN OR MAP.





## MEMORANDUM



**REPORT TO:** Mayor and Council  
**MEETING DATE:** January 11, 2016  
**SUBJECT:** Notice of Decisions for Consents  
**PREPARED BY:** Joanne Haley

**RE: Notice of Decision**

Please find attached two "Notice of Decision" letters from the United Counties of Stormont, Dundas, and Glengarry.

The recommendations and conditions requested have been included.

If you have any questions regarding the attached please do not hesitate to contact me at your convenience.

Respectfully submitted by: Joanne Haley

Date: January 5, 2016

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**TITLE: GM-Community Services**





## TRANSPORTATION & PLANNING DEPARTMENT

26 Pitt Street, Suite 223, Cornwall, Ontario K6J 3P2

Tel: 613-932-1515 • Fax: 613-936-2913 • Email [info@sdgcounties.ca](mailto:info@sdgcounties.ca) • [www.sdgcounties.ca](http://www.sdgcounties.ca)



# NOTICE OF DECISION

## APPLICATION NO. B-92/15

**NAME:** Catholic District School Board of Eastern Ontario

**MUNICIPALITY:** Township of South Glengarry (Geographic Twp. of Charlottenburgh)

Attached is a copy of the Decision with respect to the above noted Application for Consent.

You may be entitled to receive notice of any changes to the conditions of the provisional consent if you have made either a written request to be notified of the Decision or a written request to be notified of changes to the conditions.

The applicant and every agency or other person to whom Notice of Decision is sent, may, within **twenty (20) days** of the date of giving the Notice of Decision, appeal to the Ontario Municipal Board against:

- a) the Decision of the Approval Authority; and/or
- b) any or all of the conditions imposed by the Approval Authority.

**Any appeal to the Ontario Municipal Board must be made on the proper Appellant Form (A1), which can be obtained from this office. You must enclose the appeal fee of \$125.00 for each application appealed, paid by certified cheque or money order, made payable to the Minister of Finance. The completed Appellant Form and payment are to be returned to the Administrative Assistant - Planning, United Counties of S. D. & G. who will forward all documents to the Ontario Municipal Board.**

Only individuals, corporations and public bodies may appeal decisions in respect of applications for consent to the Ontario Municipal Board. A notice of appeal may not be filed in the name of an individual who is a member of the association or group.

Additional information regarding this application and decision is available during business hours at the office of the Administrative Assistant - Planning, at the above address or by calling the office at **932-1515, Extension 218**.

**LAST DATE TO SUBMIT AN APPEAL ON THIS DECISION IS:** January 6<sup>th</sup>, 2016

**Date of giving of this notice is:** December 18, 2015

Megan Boudens  
Administrative Assistant - Planning  
Email: [mboudens@sdgcounties.ca](mailto:mboudens@sdgcounties.ca)



**UNITED COUNTIES OF  
STORMONT, DUNDAS AND GLENGARRY  
*DECISION***

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry, did on **Thursday, December 17, 2015**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

**APPLICATION NO. B-92/15**


**OWNER: Catholic District School Board of Eastern Ontario**

**MUNICIPALITY: South Glengarry**

Provided that the following conditions are fulfilled to the satisfaction of the Administrative Assistant-Planning:

1. That the applicant has paid the review fee of \$200.00 to the Township prior to final approval. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
2. That the applicant has deeded road widening to the Township on both the severed and retained parcels. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
3. That the owner provide confirmation that the County right-of-way is a minimum of 10m from the centerline of County Road 18. If not, the owner shall gratuitously convey this part to the Counties and the road widening deed shall be registered and said deed be provided to Transportation and Planning Services along with a copy of the Registered Reference Plan. The County Engineer will clear the condition with the Administrative Assistant-Planning.
4. That the land being severed by this consent shall be conveyed as an addition to abutting property and shall be held in identical ownership as said abutting property and the Administrative Assistant-Planning shall be provided with a copy of the abutting property owner's deed for verification. The provisions of Subsections 3 or 5 of Section 50 of the Planning Act, R.S.O., 1990, as amended, shall apply to any subsequent conveyance relating to the said lot.
5. That the Administrative Assistant-Planning be provided with a description of the land to be conveyed that is consistent with the application and sufficient and equal to that required for the registration of a deed or other conveyance of land under the provisions of the Registry Act. Three (3) copies of the new deed for the severed parcel are to be provided to the Administrative Assistant-Planning for the issuance of the certificate of the Secretary, and the stamping fee of \$205.00 must accompany the deeds. Upon providing a paper copy of the Deposited Reference Plan to the Administrative Assistant-Planning, a digital copy, which can be emailed, in a PDF, TIF or DWG format must also be submitted.

OFFICIAL RENDERING THE ABOVE DECISION:

  
Alison McDonald, MSc  
Manager of Planning

I, Megan Boudens, Administrative Assistant-Planning, do hereby certify that the above is a true





## TRANSPORTATION & PLANNING DEPARTMENT

26 Pitt Street, Suite 223, Cornwall, Ontario K6J 3P2

Tel: 613-932-1515 • Fax: 613-936-2913 • Email [info@sdgcounties.ca](mailto:info@sdgcounties.ca) • [www.sdgcounties.ca](http://www.sdgcounties.ca)



# NOTICE OF DECISION

### APPLICATION NO. B-93/15

**NAME:** Roman Catholic Episcopal Corp. for the Diocese of Alexandria-Cornwall

**MUNICIPALITY:** Township of South Glengarry (Geographic Twp. of Charlottenburgh)

Attached is a copy of the Decision with respect to the above noted Application for Consent.

You may be entitled to receive notice of any changes to the conditions of the provisional consent if you have made either a written request to be notified of the Decision or a written request to be notified of changes to the conditions.

The applicant and every agency or other person to whom Notice of Decision is sent, may, within **twenty (20) days** of the date of giving the Notice of Decision, appeal to the Ontario Municipal Board against:

- a) the Decision of the Approval Authority; and/or
- b) any or all of the conditions imposed by the Approval Authority.

**Any appeal to the Ontario Municipal Board must be made on the proper Appellant Form (A1), which can be obtained from this office. You must enclose the appeal fee of \$125.00 for each application appealed, paid by certified cheque or money order, made payable to the Minister of Finance. The completed Appellant Form and payment are to be returned to the Administrative Assistant - Planning, United Counties of S. D. & G. who will forward all documents to the Ontario Municipal Board.**

Only individuals, corporations and public bodies may appeal decisions in respect of applications for consent to the Ontario Municipal Board. A notice of appeal may not be filed in the name of an individual who is a member of the association or group.

Additional information regarding this application and decision is available during business hours at the office of the Administrative Assistant - Planning, at the above address or by calling the office at **932-1515, Extension 218**.

**LAST DATE TO SUBMIT AN APPEAL ON THIS DECISION IS:** January 6<sup>th</sup>, 2016

**Date of giving of this notice is:** December 18, 2015

Megan Boudens  
Administrative Assistant - Planning  
Email: [mboudens@sdgcounties.ca](mailto:mboudens@sdgcounties.ca)

UNITED COUNTIES OF  
STORMONT, DUNDAS AND GLENGARRY  
**DECISION**

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry, did on **Thursday, December 17, 2015**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

**APPLICATION NO. B-93/15**

**OWNER: Roman Catholic Episcopal Corp. for the Diocese**

**MUNICIPALITY: South Glengarry**

Provided that the following conditions are fulfilled to the satisfaction of the Administrative Assistant-Planning:

1. That the applicant has paid the review fee of \$200.00 to the Township. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
2. That the applicant has deeded road widening to the Township on both the severed and retained parcels. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
3. That the existing septic tank on the severed portion must be emptied (pumped), crushed and backfilled or removed to the satisfaction of the Township. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
4. The survey must demonstrate that the proposed lot line is located 10 meters setback from the existing Bishop's House in order to comply with the Township's Zoning By-law. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
5. That the land being severed by this consent shall be conveyed as an addition to abutting property and shall be held in identical ownership as said abutting property and the Administrative Assistant-Planning shall be provided with a copy of the abutting property owner's deed for verification. The provisions of Subsections 3 or 5 of Section 50 of the Planning Act, R.S.O., 1990, as amended, shall apply to any subsequent conveyance relating to the said lot.
6. That the Administrative Assistant-Planning be provided with a description of the land to be conveyed that is consistent with the application and sufficient and equal to that required for the registration of a deed or other conveyance of land under the provisions of the Registry Act. Three (3) copies of the new deed for the severed parcel are to be provided to the Administrative Assistant-Planning for the issuance of the certificate of the Secretary, and the stamping fee of \$205.00 must accompany the deeds. Upon providing a paper copy of the Deposited Reference Plan to the Administrative Assistant-Planning, a digital copy, which can be emailed, in a PDF, TIF or DWG format must also be submitted.

OFFICIAL RENDERING THE ABOVE DECISION:

Alison McDonald, MSc  
Manager of Planning

**Township of South Glengarry  
Statement of Revenue and Expenditures  
as of 06/01/2016**

	2014 Budget	Year 2014 To Date	2015 Budget	Year 2015 To Date	Difference Budget to Actual
<b>REVENUES</b>					
<b>Taxation - Regular Roll</b>					
Interim Billing Clearing Account		-			
Township	6,862,292	6,862,294	7,483,025	7,483,025	(620)
Tax Cap Reduction (Twsp & County)	(1,000)	(398)	(1,000)	-	1,000
County	8,685,479	8,685,483	9,078,062	9,078,062	0
Schools	4,002,543	4,002,555	4,134,491	4,134,491	0
Other Charges, St. Lts, W/S, etc.	375,125	381,014	367,575	364,411	(3,164)
<b>SUB TOTAL</b>	<b>19,924,439</b>	<b>19,930,948</b>	<b>21,062,153</b>	<b>21,059,989</b>	
<b>Supplementary Taxation</b>					
Township (SHARED)		108,485		117,231	117,231
County & Schools		218,197		202,718	202,718
<b>SUB TOTAL</b>	<b>-</b>	<b>326,682</b>	<b>-</b>	<b>319,949</b>	<b>319,949</b>
<b>Municipal Fees &amp; User Charges</b>					
Administration	564,800	612,830	531,400	820,785	289,385
Building Permit Fees incl. Permits, etc	228,100	209,755	214,300	257,854	43,554
Dog Tags & Kennel Fees	25,000	13,624	13,500	19,055	5,555
Fire Services	9,000	51,665	10,000	19,854	9,854
Road Services (including sale of equipment)	25,000	10,242	10,000	36,476	26,476
Garbage, Recycling & Landfill services	90,100	104,141	226,371	189,259	(37,112)
Glen Walter Sewer & Water	337,000	403,554	347,500	363,829	16,329
Lancaster Sewer & Water	495,000	484,271	488,500	495,335	6,835
Medical Centre Leases	22,000	21,900	22,000	21,900	(100)
Ambulance Bay Lease	16,800	16,800	16,000	16,800	800
Recreation & C. C. (0721 - 0741)	374,650	452,903	290,200	384,091	93,891
Planning Services	30,000	33,123	30,000	31,520	1,520
Economic Development Misc. Fees	8,000	12,050	10,000	10,160	160
Agricultural Services - TD Paid-Off		15,921	-	100	100
<b>SUB TOTAL</b>	<b>2,225,450</b>	<b>2,442,779</b>	<b>2,209,771</b>	<b>2,667,017</b>	
<b>Payments in Lieu of Taxes</b>					
Fed., Ont., Hydro, Railway, etc (SHARED)	95,470	141,179	142,070	143,945	1,875
<b>SUB TOTAL</b>	<b>95,470</b>	<b>141,179</b>	<b>142,070</b>	<b>143,945</b>	

Township of South Glengarry  
Statement of Revenue and Expenditures  
as of 06/01/2016

	2014 Budget	Year 2014 To Date	2015 Budget	Year 2015 To Date	Difference Budget to Actual
<b>REVENUES</b>					
<b>Ontario Grants</b>					
Ontario Municipal Partnership Fund (OMPF)	935,800	962,900	968,000	968,000	-
Ontario Livestock Damage Reimbursement	4,000	3,896	4,000	5,965	1,965
M.T.O. 401 Fires	17,000	31,980	20,000	46,535	26,535
Quarries Grant	18,000	23,754	20,000	11,241	(6,759)
Recycling Grant	75,111	100,672	100,000	46,773	(53,227)
Drainage Super Grant	13,000	11,940	12,000	-	(12,000)
Tile Drainage Loans		14,600		25,600	25,600
Ontario Community Infrastructure Fund (OCIF)			81,992	81,992	-
Broadband Project Grant			-	-	-
Small Waterworks Assist. Program			-	-	-
Ontario Trillium Funding	79,000	14,000		-	-
Kraft Bridge Funding				-	-
Misc. Grants (Federal & provincial) (Trails)		40,428	68,616	74,497	5,881
<b>SUB TOTAL</b>	<b>1,141,911</b>	<b>1,204,170</b>	<b>1,274,608</b>	<b>1,260,602</b>	
<b>Federal Grants</b>					
Summer Career Placement Prog.	8,500	8,177	8,200	6,221	(1,979)
Gas Tax Funding				-	-
<b>SUB TOTAL</b>	<b>8,500</b>	<b>8,177</b>	<b>8,200</b>	<b>6,221</b>	
<b>Transfers from Reserves</b>					
Transfer from General Reserve	185,955	262,595		-	-
Transfer from Election Reserve	39,161	39,161		-	-
Transfer from Fire Reserve	1,200,000	215,387	1,450,000	277,983	(1,172,017)
Transfer from Fire Training Reserve				-	-
Transfer from Airport Reserve			17,250	-	(17,250)
Transfer from Roads Buildings Reserve				-	-
Transfer from Peanut Line Reserve	30,000	28,398		-	-
Transfer from Roads Equipment Reserve			230,000	230,612	612
Transfer from Gas Tax Reserve Fund	395,000	395,000	391,000	391,000	-
Transfer from Waste Management Res				-	-
Transfer from Bridge Reserve			1,100,000	-	(1,100,000)
Transfer from P Rozon Park Reserve	20,000	30,025		-	-
Transfer from Charlottenburgh Park Reserve				-	-
Transfer from Museum Reserve			11,000		
Transfer from Parkland Reserve			25,000	25,000	
Transfer from Planning Reserve	37,000	37,000		-	-
Misc Transfer from Reserve				-	-
<b>SUB TOTAL</b>	<b>1,907,116</b>	<b>1,007,566</b>	<b>3,224,250</b>	<b>924,595</b>	
Transfer from WIP Reserve - PSAB					
<b>TOTAL REVENUES</b>	<b>25,302,886</b>	<b>25,061,501</b>	<b>27,921,052</b>	<b>26,382,318.81</b>	<b>(1,218,784)</b>

Township of South Glengarry  
Statement of Revenue and Expenditures  
as of 06/01/2016

	2014 Budget	Year 2014 To Date	2015 Budget	Year 2015 To Date	Difference Budget to Actual
<b>EXPENDITURES</b>					
<b>General Government</b>					
Legislative	134,300	126,964	148,950	149,897	997
Administration & Office Bldg	1,113,769	1,245,743	1,034,660	923,889	(110,771)
Transfer to Reserve at Year End		303,252			
Smithfield Hall (Legion)	16,750	32,760	94,850	319,671	224,821
Williamstown (old offices)	6,000	3,515	3,300	9,998	6,698
Lancaster Library	10,575	9,937	10,100	8,599	(1,501)
Trsf to Sumnerstown Trail Reserve					
LACAC, Special Projects	2,000	3,519	4,500	110	(4,390)
Abandoned Cemetery Maintenance	1,000	-			
Transfer to Gas Tax Reserve		-			
Transfer to Election Reserve/Election Expense	40,000	33,196	15,000	15,000	
Grants & Donations	52,000	44,195	58,350	23,373	(34,977)
Glengarry Archives	16,200	22,486	18,420	18,403	(17)
Tax Write-Off & Adj. - Township	42,500	32,718	33,750	54,566	20,816
Tax Write-Off charge to Others	-	60,305		102,587	102,587
<b>SUBTOTAL</b>	<b>1,435,094</b>	<b>1,918,589</b>	<b>1,421,880</b>	<b>1,626,093</b>	
<b>Protection to Persons &amp; Property</b>					
Protective Inspection & Control (Building Dept)	330,450	353,728	357,800	318,279	(39,521)
Conservation Authority	97,914	151,544	166,887	152,679	(14,208)
Animal Control	38,600	34,506	35,300	26,515	(8,785)
Line Fence Act Expenses	500			3	3
Emergency Management Co-ordinator	12,950	8,830	12,350	10,476	(1,874)
Fire Departments - General Operations	266,350	263,522	303,700	272,524	(31,176)
- Fire Departments - Transfer to Reserve	300,000	300,500	300,000	300,200	200
Glen Walter Fire Station	127,000	113,869	117,400	145,432	(13,415)
- Glen Walter Station - Capital	1,100,000	168,730	1,120,000	718,549	(401,451)
Lancaster Fire Station	111,200	154,179	133,880	136,630	2,750
- Lancaster Station - Capital	90,000	36,657			
Martintown Fire Station	112,500	101,595	100,180	103,984	3,804
- Martintown Station - Capital	-	-	350,000	277,983	(72,017)
North Lancaster Fire Station	129,050	104,884	114,480	121,476	6,996
Williamstown Fire Station	97,700	101,312	118,640	98,683	(1,017)
<b>SUBTOTAL</b>	<b>2,814,214</b>	<b>1,893,856</b>	<b>3,230,617</b>	<b>2,683,415</b>	

Township of South Glengarry  
Statement of Revenue and Expenditures  
as of 06/01/2016

	2014 Budget	Year 2014 To Date	2015 Budget	Year 2015 To Date	Budget to Actual
<b>EXPENDITURES</b>					
<b>Transportation Services</b>					
Street Lighting	174,000	186,773	175,000	180,950	5,950
Cornwall Regional Airport	14,125	11,932	29,250	12,092	(17,158)
Road Administration	725,000	669,852	703,500	773,321	69,821
Road Buildings & Yard	156,775	236,451	223,325	142,144	(81,181)
<b>Roads Maintenance</b>					
Road Patrol	20,800	20,372	21,000	19,801	(1,199)
Mowing	86,000	65,482	66,420	75,836	9,416
Ditching	33,350	59,278	28,720	49,214	20,494
Brushing	47,700	17,936	22,400	60,004	37,604
Debris & Litter	19,100	18,212	21,160	15,216	(5,944)
Culvert Maint. & Replacement	79,400	125,965	74,440	82,217	7,777
Hardtop Patching	50,400	52,937	70,600	60,869	(9,731)
Hardtop Sweeping	19,400	13,078	17,730	17,309	(421)
Hardtop Shouldering	45,200	49,055	41,040	8,307	(32,733)
Hardtop Crack Sealing	18,000	21,370	20,000	11,930	(8,070)
Hardtop Line Painting	17,500	9,244	15,000	13,880	(1,120)
Sidewalk Maintenance	-	-	-	18,668	18,668
Loosetop Grading	86,700	87,662	122,700	116,079	(6,621)
Loosetop Dust Control	226,600	129,045	143,000	169,958	26,958
Loosetop Resurfacing	451,000	411,845	437,280	441,527	4,247
Signs & Safety Devices	38,460	34,407	37,780	50,306	12,526
Guiderails	15,000	-	15,000	8,639	(6,361)
Railway Crossings	52,000	50,786	31,000	27,204	(3,796)
Rds & Rec Community Services	11,500	3,395	4,560	3,047	(1,513)
Sundry & Miscellaneous	2,000	3,295	2,000	2,075	75
Winter Plowing & Sanding	511,000	534,052	675,800	588,545	(87,255)
Winter Ice Blading	11,000	11,021	18,420	14,756	(3,664)
Winter Sidewalks - Snow Removal	63,300	36,911	52,900	35,485	(17,415)
Winter Flood Control	5,500	8,721	9,000	1,356	(7,644)

Township of South Glengarry  
Statement of Revenue and Expenditures  
as of 06/01/2016

	2014 Budget	Year 2014 To Date	2015 Budget	Year 2015 To Date	Difference Budget to Actual
<b>EXPENDITURES</b>					
<b>Roads Construction &amp; Equipment</b>					
1st Line Culvert		4,152		-	-
Bridge & Culvert Improvements		195		848	848
Resurface - Glen Road	216,000	181,903		-	-
Kraft Bridge Reconstruction		1,420	1,200,000	2,424	(1,197,578)
Little 5th Culvert	290,000	257,711		10,514	10,514
Vivian Street - Pulverize & Pave	85,000	90,182		-	-
Fallowfield Road - Surface Treatment	178,750	170,629		-	-
Kinloch Road - Surface Treatment	46,475	34,341		-	-
Lancaster Heights - Surface Treatment	100,100	130,801		-	-
Martintown Sidewalks	70,000	97,064		4,854	4,854
Pilon's Point Rd - Pulvarize & Pave			40,000	94,446	54,446
Glen Roy Rd			470,000	369,078	(100,922)
3rd Line Rd - Pad & Pave			400,000	526,025	126,025
Beaverbrook Rd - Surface Treatment			222,000	221,377	(623)
Little 5th Road - Surface Treatment			17,000	14,155	(2,845)
Glen Roy Bridge - Structural Evaluation & Repairs			120,000	14,718	(105,282)
Williamstown Sidewalks			70,000	1,786	(68,214)
Butternut Lane Bridge - Structural Evaluation			20,000	20,250	250
Misc. Const., Rd All. Costs		3,827	3,900	5,421	1,521
Equipment Purchase		-	246,000	261,904	15,904
Transfer to Equipment Reserve	230,000	230,000	230,000	230,000	-
Water Reserve Upgrade - Boundary Rd ?????					-
<b>Fleet Maintenance &amp; Rental</b>					
Road Fleet Maintenance	520,300	550,698	547,900	521,309	(28,391)
Twsp Equip. Rental (Internal)	(361,000)	(282,627)	(566,586)	(336,298)	230,289
<b>SUBTOTAL</b>	<b>4,356,435</b>	<b>4,339,373</b>	<b>6,099,239</b>	<b>4,963,546</b>	

Township of South Glengarry  
Statement of Revenue and Expenditures  
as of 06/01/2016

	2014 Budget	Year 2014 To Date	2015 Budget	Year 2015 To Date	2015 Actual
<b>EXPENDITURES</b>					
<b>Environmental Services</b>					
Garbage Collection	470,000	479,662	492,000	443,202	440,758
Landfill Sites General & Waste Man. Plan	43,200	55,751	183,221	249,241	68,020
Beaverbrook Landfill Site	185,000	130,754	147,550	112,862	34,688
North Lancaster Landfill Site	161,000	102,068	135,000	82,397	52,003
Recycling, Etc.	285,500	288,792	299,000	261,046	37,954
Cty Rd 27 - Closed Site	6,000	17,116	3,250	2,063	1,187
Environmental Cleanups				-	
Pumping Stations	3,000	3,585	3,600	9,889	8,289
Sewer/Water Oper. (SHAREABLE)		-		446,999	446,999
Glen Walter Water & Sewage	337,000	403,554	347,500	177,748	168,752
Lancaster Water & Sewage	528,450	517,560	522,000	185,159	336,840
Green Valley Sewage	76,000	75,966	76,000	34,118	41,882
Kennedy Water Plant	26,700	26,702	26,700	15,911	10,789
Regional Water Project	10,000			-	
<b>SUBTOTAL</b>	<b>2,131,850</b>	<b>2,101,509</b>	<b>2,235,821</b>	<b>2,020,634</b>	
<b>Health Services</b>					
Lan-Char Medical Centre	38,025	31,316	43,925	41,315	12,610
Ambulance Lease Transfer to Reserve	14,000	14,000	16,000	16,000	
Nursery School (Pay Equity settlement)		64,940		-	
<b>SUBTOTAL</b>	<b>52,025</b>	<b>110,256</b>	<b>59,925</b>	<b>57,315</b>	
<b>Recreation &amp; Cultural Services</b>					
Administration	291,636	332,964	287,320	272,325	14,996
Recreation Administration - Management	38,000	37,749	40,400	37,872	3,528
G.S.P. Levy	74,000	71,801	84,132	84,135	
Programs	76,440	38,983	65,220	50,859	14,381
Char-Lan Community Centre	456,590	426,047	427,050	464,394	37,346
Martintown Community Centre	28,760	30,206	27,720	88,860	61,140
Green Valley Comm Centre	13,000	12,604	13,000	15,344	2,344
North Lancaster Optimist Comm Centre	10,700	8,943	9,300	12,753	3,453
N'or Westers Museum	28,525	21,894	30,525	30,704	179
Parks Maintenance & Capital	354,520	430,281	285,150	362,078	76,928
Charlottenburgh Park	-		-	-	
Wharf Maint - South Lancaster	28,000	21,672	1,000	15,482	
Peanut Line Trail	79,300	71,346	48,750	41,741	
Cairnview Park			15,000	15,000	
<b>SUBTOTAL</b>	<b>1,479,471</b>	<b>1,504,489</b>	<b>1,334,567</b>	<b>1,491,548</b>	

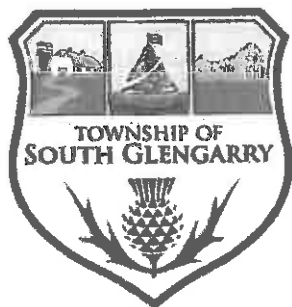


**Township of South Glengarry  
Statement of Revenue and Expenditures  
as of 06/01/2016**

	2014 Budget	Year 2014 To Date	2015 Budget	Year 2015 To Date	
<b>Planning &amp; Development</b>					
Planning & Zoning	144,615	137,297	112,350	112,046	(20,854)
Economic Development	115,060	102,712	137,700	131,412	(6,288)
Municipal Drains	26,100	23,879	24,000	24,159	159
Tile Drainage	60,000	83,609	51,400	76,972	25,572
<b>SUBTOTAL</b>	<b>345,775</b>	<b>347,498</b>	<b>325,450</b>	<b>344,589</b>	
<b>TOTAL EXPENDITURE</b>	<b>12,614,864</b>	<b>12,215,571</b>	<b>14,707,499</b>	<b>13,187,141</b>	<b>(1,520,358)</b>
<b>Requisitions</b>					
County (Tax levy portion only)	8,685,479	8,781,800	9,078,062	9,152,304	74,242
School Boards (Tax levy portion only)	4,002,543	4,064,130	4,134,491	4,162,777	28,286
<b>SUBTOTAL</b>	<b>12,688,022</b>	<b>12,845,930</b>	<b>13,212,553</b>	<b>13,315,081</b>	<b>102,528</b>
<b>TOTAL EXPENDITURE</b>	<b>25,302,886</b>	<b>25,061,500</b>	<b>27,920,052</b>	<b>26,502,222</b>	<b>(1,417,830)</b>
(Surplus)/Deficit	-	(0)	(1,000)	119,903	120,903
<b>PSAB Transactions</b>					
Acquisition of Capital Assets	2,585,125	1,569,952	4,549,000		
Additions in Work in Process					
Disposals & Deletions	(300,000)	(45,945)	(100,000)		
Amortization Expense	2,610,000	2,507,175	2,465,250		



## MEMORANDUM



**REPORT TO:** Mayor and Council

**MEETING DATE:** January 11, 2015

**SUBJECT:** 2015 Land Use Planning Activity

**PREPARED BY:** Joanne Haley

Please see below a summary of the planning applications and files that were processed in 2015.

PROCESSES	2008	2009	2010	2011	2012	2013	2014	2015
Consent Applications	24	29	49	40	44	43	25	43
Zoning Amendments	15	14	13	12	8	10	7	8
Official Plan Amendments	1	1	1	0	0	1	1	0
Minor Variances	7	17	14	19	15	22	18	22
OMB Hearings	1	0	0	2	2	1	0	0
Site Plan Control Agreements	0	1	2	3	12	13	5	6
Part Lot Control	1	0	0	0	0	0	1	1
Removal of Holding	1	2	0	4	2	3	0	1
Temporary Use By-Law	0	1	0	0	0	0	0	1
Deeming ByLaw	0	0	0	1	0	1	1	0

## **Consent Summary**

- Building Lots = 16
- Surplus dwellings with Zoning Amendment on retained lands to prohibit residential construction = 3
- Semi detached = 4
- Technical = 3
- Lot Additions = 7
- Easements = 5
- Open Space/Waterfront Access= 4
- Not Recommended= 1

## **Land Use Planning Projects:**

- Employments Lands Study
- Demographic Study
- Review of Agriculture Designated lands for OP 5 Year Review
- Boundary Road Industrial/ Commercial Park Design
- 5 Year Review of Official Plan- County Planning Group is authoring the amended document (meet 1 day per month plus review and preparation of the documents)

## **Subdivisions (Pre-consulted, Processed or Draft Plan Approved):**

- **Sapphire Estates-** Prepared draft Subdivision Agreement, Development Agreement and continue to assist developer in order to receive final subdivision approval
- **Purcell Subdivision-** Processed application in summer 2015, Draft Plan Approval was issued in Fall 2015
- **Cairnview Estates-** Assisted developer with proceeding with Phase 3.
- **Fournier Subdivision-** Draft Plan Approval was issued in February, 2015, completed a zoning amendment as per a condition of draft plan approval

- **Other Potential Subdivisions-** Pre- Consultation Meetings have been held and several other informal meetings for two potential subdivisions in the Township.

Respectfully submitted by: Joanne Haley

Date: January 6, 2015

---

**TITLE: GM-Community Services**



**Ministry of Agriculture,  
Food and Rural Affairs**

**Ministère de l'Agriculture, de  
l'Alimentation et  
des Affaires rurales**

4<sup>th</sup> Floor  
1 Stone Road West  
Guelph, Ontario N1G 4Y2  
Tel: 1-877-424-1300  
Fax: 519 826-3398

4<sup>e</sup> étage  
1 Stone Road West  
Guelph (Ontario) N1G 4Y2  
Tél. : 1-877-424-1300  
Télééc. : 519 826-3398



## **Rural Programs Branch**

January 4, 2016

Our File: SCF-0540

Ewen MacDonald, General Manager Infrastructure  
Township of South Glengarry  
6 Oak Street  
Lancaster, Ontario  
K0C 1N0  
ewen@southglengarry.com

Dear Ewen MacDonald:

### **Re: Second intake of the Building Canada Fund - Small Communities Fund (SCF)**

Thank you for your Expression of Interest (EOI) under the second intake of the SCF.

Unfortunately, your project proposal was not selected to move forward to the application phase.

This was a highly competitive intake. Over 270 EOIs were received and all were subject to careful consideration and evaluation. Your project proposal was not selected to move forward primarily because other applicants with highly critical projects had more challenging economic conditions and fiscal situations.

Economic conditions and fiscal situations were assessed using a combination of:

- total weighted property assessment per household
- median household income
- average of net financial assets (between 2010-2014) per household
- average residential property taxes, user fees and service charges (between 2010-2014) per household as a percentage of median household income

As you may be aware, over the summer the Province launched a discussion guide and consultations as part of the *Moving Ontario Forward* initiative to solicit feedback on infrastructure priorities and the design of new programs outside the Greater Toronto and Hamilton Area. Through these consultations, feedback was received on municipal infrastructure programs, program design and application processes, and the need for stable, predictable infrastructure funding. As the Province moves forward with the



Good Things  
Grow In Ontario  
À bonne terre,  
bons produits



delivery of infrastructure programs, the input received from these consultations will be taken into consideration.

Should you have any questions, please do not hesitate to call the contact centre at 1-877-424-1300 or email [SCF@ontario.ca](mailto:SCF@ontario.ca).

Thank you again for your interest in the second intake of the SCF.

Sincerely,



Joel Locklin  
Manager, Program Operations



**MINUTES OF A MEETING OF THE  
RAISIN REGION CONSERVATION AUTHORITY  
HELD DECEMBER 3, 2015 – 4:00 P.M. RRCA ADMINISTRATION BUILDING**

**PRESENT:** Alton Blair, Chair

Carilyne Hebert	Ian McLeod	Frank Prevost	Tammy Hart
Michel Depratto	David Smith	Claude McIntosh	

**STAFF:** Roger Houde      Sandy Crites      Josianne Sabourin      Phil Barnes  
Kim MacDonald      Lissa Deslandes      Richard Pilon

**GUESTS:** Joel Bernier, Glendaler's Winter Sports Club  
Joanne Glaser, Cornerstone Management Ltd.

**APPROVAL OF THE AGENDA**

**MOTION #67/15:** Moved by: Tammy Hart  
Seconded by: Claude McIntosh

Be it resolved that the agenda be approved as presented.

Carried

**PECUNIARY INTEREST**

No pecuniary interest was declared.

**APPROVAL OF THE MINUTES OF OCTOBER 15, 2015 FULL AUTHORITY MEETING**

**MOTION #68/15:** Moved by: Claude McIntosh  
Seconded by: David Smith

Be it resolved that the minutes of the Full Authority Meeting held on October 15, 2015 be approved.

Carried

## BUSINESS ARISING FROM THE MINUTES

Update on the roles and responsibilities of the Cooper Marsh Conservators.

- A meeting with the CMC to discuss this matter has not yet been arranged, but a date will be set in the new year.

## APPROVAL OF FINANCIAL STATEMENTS

MOTION #69/15: Moved by: Frank Depratto  
Seconded by: Tammy Hart

Be it resolved that the Financial Statements be approved as presented.

Carried

## APPROVAL OF LIST OF ACCOUNTS FOR THE MONTH OF OCTOBER

MOTION #70/15: Moved by: Michel Depratto  
Seconded by: Carilyne Hebert

Be it resolved that the list of accounts for the month of October be approved.

Carried

## APPROVAL OF CORRESPONDENCE FOR THE MONTH OF OCTOBER & NOVEMBER

MOTION #71/15: Moved by: Claude McIntosh  
Seconded by: David Smith

Be it resolved that the correspondence for the month of October & November be accepted.

Carried

## GLENDALER'S WINTER SPORTS CLUB PRESENTATION

The Glendaler's Winter Sports Club would like to create a trail from Tyotown Rd to NAV Canada, to allow riders from their club and out-of-town guests to take advantage of the accommodations and restaurants situated at NAV Canada. In order for them to achieve this goal, they are requesting permission from the RRCA to allow snowmobilers and ATV's to cross a

section of Gray's Creek Conservation Area during the winter season which is from January to the end of March, every year. The Club would be responsible for any damage that may occur within our conservation area and for policing their trail.

**MOTION #72/15:** Moved by: Frank Prevost  
Seconded by: Carilyne Hebert

Be it resolved that the Board of Directors approve, on a trial basis, the Glendaler's request to use a portion of the Gray's Creek Conservation Area as part of their trail network.

Carried

#### **RRCA/SNC JOINT ADMINISTRATION**

The Executive from both the RRCA and SNC recently met to discuss the possibility of a joint administration between the two CA's. The Board of Directors was given a summary of this meeting and asked to provide their comments on this proposal brought forth by the SNC and whether this matter should proceed to the next step.

**MOTION #73/15:** Moved by: Claude McIntosh  
Seconded by: Tammy Hart

Be it resolved that the RRCA Board of Directors are not in favour of forming a joint administration to deliver programs and services at both CA's, but are willing to consider individual staff sharing, where feasible, to improve service delivery.

Carried

#### **2016 DRAFT BUDGET**

Sandy provided a draft 2016 budget which included some of the capital projects and other items discussed at the October meeting.

#### **IN-CAMERA**

**MOTION #74/15:** Moved by: Ian McLeod  
Seconded by: Carilyne Hebert

Be it resolved that the meeting be moved into closed session.

**MOTION #75/15:** Moved by: Ian McLeod  
Seconded by: Claude McIntosh

Be it resolved that the meeting continue in open session.

Carried

**MOTION #76/15:** Moved by: Tammy Hart  
Seconded by: Michel Depratto

Be it resolved that the meeting be adjourned.

Carried

**DISTRIBUTION:** Authority Members  
Participating Municipalities

**NEXT MEETING:** JANUARY 21, 2016  
4:00 p.m. – RRCA Administration Office

  
CHAIR

  
RECORDING SECRETARY



**RAISIN  
REGION  
CONSERVATION  
AUTHORITY**

# Agenda

**Date:** December 3, 2015

**Time:** 4:00 pm – RRCA Full Authority Meeting

**Location:** RRCA Administration Office

	Page
1. Call to Order	
2. Approval of the Agenda	
3. Pecuniary Interest	
4. Approval of Minutes of October 15, 2015 – Full Authority Meeting	1
5. Business arising from the Minutes	
6. Approval of Financial Statements	6
7. Approval of List of Accounts for the month of October	10
8. Correspondence for the Month of October & November	12
9. Glendaler's Winter Sports Club Presentation – Joel Bernier (Correspondence dated November 25 <sup>th</sup> , 2015 attached)	21
10. Cornwall Sediment Strategy Presentation – Karen Cooper, SLRIES	
11. RRCA/SNC Joint Administration Discussion	
12. 2016 RRCA Draft Budget	

## ***In-Camera***

13. Salary Review Presentation – Joanne Glaser, Cornerstone Management Ltd.
14. Adjournment

**MINUTES OF A MEETING OF THE  
RAISIN REGION CONSERVATION AUTHORITY  
HELD OCTOBER 15, 2015 – 4:30 P.M. RRCA ADMINISTRATION BUILDING**

**PRESENT:** Alton Blair, Chair

Carilyne Hebert	Ian McLeod	Frank Prevost	Michel Depratto
David Smith	Tammy Hart		

<b>STAFF:</b>	Roger Houde	Sandy Crites	Josianne Sabourin	Phil Barnes
	Kim MacDonald	Lissa Deslandes	Richard Pilon	Chris Critoph

**GUEST:** Doug Thompson, Chair of SNC

**APPROVAL OF THE AGENDA**

**MOTION #57/15:** Moved by: Frank Prevost  
Seconded by: Ian McLeod

Be it resolved that the agenda be approved as presented.

Carried

**PECUNIARY INTEREST**

No pecuniary interest was declared.

**APPROVAL OF THE MINUTES OF SEPTEMBER 17, 2015 FULL AUTHORITY MEETING**

**MOTION #58/15:** Moved by: Michel Depratto  
Seconded by: Carilyne Hebert

Be it resolved that the minutes of the Full Authority Meeting held on September 17, 2015 be approved.

Carried

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**BUSINESS ARISING FROM THE MINUTES**

None

**APPROVAL OF FINANCIAL STATEMENTS**

**MOTION #59/15:** Moved by: Michel Depratto  
Seconded by: Carilyne Hebert

Be it resolved that the Financial Statements be approved as presented.

Carried

**APPROVAL OF LIST OF ACCOUNTS FOR THE MONTH OF SEPTEMBER**

**MOTION #60/15:** Moved by: Ian McLeod  
Seconded by: Tammy Hart

Be it resolved that the list of accounts for the month of September be approved.

Carried

**APPROVAL OF CORRESPONDENCE FOR THE MONTH OF SEPTEMBER**

**MOTION #61/15:** Moved by: David Smith  
Seconded by: Carilyne Hebert

Be it resolved that the correspondence for the month of September be accepted.

Carried

**RIVER MAINTENANCE (Staff Report #17/15)**

Phil provided an update on the issue of river maintenance in the RRCA watershed.

**MOTION #62/15:** Moved by: Carilyne Hebert  
Seconded by: David Smith

Recognizing that there is no clear protocol to deal with river maintenance within the RRCA boundary; and that the RRCA is considered the local authority pertaining to rivers within our jurisdiction; and, given that the rivers are inter-jurisdictional, and distributed throughout the watershed area, and provide a benefit to the whole watershed area:

000002

Be it resolved that it is agreed, the RRCA shall assume responsibility for in-land river maintenance (excluding municipal drains), and where blockages and/or restrictions would create undesirable and appreciable upstream and/or downstream conditions (i.e. flooding, water restrictions, adverse environmental effects).

Be it resolved that funding for this activity shall be an annual budget item, contributing to a reserve fund. The funding shall be apportioned as per general benefitting apportionment. An annual report shall be prepared tracking the usage of the fund. Total annual funding shall be capped at \$5,000.00 (subject to annual review if required).

Maintenance would not include capital works projects (i.e. clean outs, erosion protection, culvert replacements, shoreline restoration work); and would not include tree/brush maintenance unless a flooding potential exists.

Work that, in the opinion of the General Manager would exceed \$1,000 for an individual incident shall be subject to Board approval.

Carried

#### TRIBUTARY WATER QUALITY UPDATE

Chris provided an update on the water quality of several tributaries in our watershed.

#### CONSERVATION AUTHORITIES ACT REVIEW (Staff Report #18/15)

At the September meeting Roger informed the Board that the Ministry of Natural Resources and Forestry was in the process of reviewing the Conservation Authorities Act. A discussion paper was prepared and organizations including municipalities were invited to comment on such paper.

The response from Conservation Ontario in collaboration with the 35 Conservation Authorities was provided to the Board of Directors. The response was also circulated to all member municipalities as requested by the Board at our September 2015 meeting.

#### 2016 BUDGET – PRELIMINARY DISCUSSION

Staff suggested some capital projects and other items that they would like added to the 2016 budget and are looking for comments from the Board of Directors with respect these budget items. A draft budget will be prepared and circulated to the Board at our December Full Authority meeting.

000003



It was suggested that staff meet with the Cooper Marsh Conservators to discuss fundraising and their roles & responsibilities relating to the Raisin Region Conservation Authority.

**MOTION #63/15:** Moved by: Tammy Hart  
Seconded by: David Smith

Be it further resolved that staff meet with the Cooper Marsh Conservators to review their roles and responsibilities with respect to fundraising and how money raised should be distributed.

#### **STAFF RETIREMENT**

Roger announced the retirement of two long-term employees, Hughie Delaney and Stephen Sangster, both of whom have worked for the RRCA for over 32 years.

It was recommended that Dale Page, who has worked as a seasonal employee with the RRCA for the past 8 years be hired as a full-time employee.

#### **IN-CAMERA**

**MOTION #64/15:** Moved by: Ian McLeod  
Seconded by: Carilyne Hebert

Be it resolved that the meeting be moved into closed session.

Carried

**MOTION #65/15:** Moved by: Michel Depratto  
Seconded by: David Smith

Be it resolved that the meeting continue in open session.

Carried

**MOTION #66/15:** Moved by: Frank Prevost  
Seconded by: Michel Depratto


Be it resolved that the meeting be adjourned.


Carried

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DISTRIBUTION: Authority Members  
Participating Municipalities

NEXT MEETING: DECEMBER 3, 2015  
4:00 p.m. – RRCA Administration Office

  
\_\_\_\_\_  
CHAIR

  
\_\_\_\_\_  
RECORDING SECRETARY

000005

**RRCA FINANCIAL STATEMENT**  
For the period ending October 31, 2015

	<b>Budget 2015</b>	<b>Actual October 31, 2015</b>
<b><u>REVENUE</u></b>		
Municipal	776,111	720,108
MNR	164,721	164,719
Provincial	189,334	167,023
Federal	26,201	86,921
Authority generated	876,621	836,515
Reserve	53,772	34,039
<b>TOTAL REVENUE</b>	<b>2,086,760</b>	<b>1,920,252</b>
<b><u>EXPENDITURES</u></b>		
Watershed Management	609,074	471,887
Environmental Services	137,558	115,884
Stewardship Programs	415,524	402,490
Conservation & Education	561,767	502,377
Corporate Services	349,065	284,546
Equipment	13,772	(30,195)
<b>TOTAL EXPENDITURE</b>	<b>2,086,760</b>	<b>1,746,889</b>
<b>Net surplus (deficit)</b>	<b>\$0</b>	<b>\$173,263</b>

**MARINA STATEMENT OF OPERATIONS**  
For the Period ending October 31st, 2015

**REVENUE**

	<b>Budget Includes HST 2015</b>	<b>Actual Without HST October 31, 2015</b>
Slips Fees	\$38,000.00	\$39,019.00
Launching Fees	\$7,000.00	\$7,096.05
Gas Sales	\$30,000.00	\$32,657.88
Purchase for resale	\$5,000.00	\$7,088.64
Student Programs	\$4,960.00	\$2,500.00
Levies	\$24,237.00	\$20,197.50
	<u>\$109,197.00</u>	<u>\$108,559.07</u>

**PROJECT EXPENSES**

Wages, Benefits & Admin	\$60,997.00	\$58,609.60
Garbage	\$1,500.00	\$1,269.48
Security	\$200.00	\$801.08
Telephone	\$700.00	\$742.53 ****
Repairs & Maintenance	\$1,800.00	\$5,749.45 ****
Insurance	\$350.00	\$81.27
Office & Advertising	\$500.00	\$2,601.21 ****
Vehicle	\$150.00	\$72.99
Equipment	\$500.00	\$894.00
Utilities	\$2,500.00	\$2,315.64
Purchases for resale	\$40,000.00	\$39,161.17
	<u>\$109,197.00</u>	<u>\$110,311.65</u>
(Deficit) Surplus	<u>\$0.00</u>	<u>-\$1,752.58</u>

**\*\*\* Unexpected 2015 expenses\*\*\***

Hanco \$1760.00 Repairs to steel wall around Marina  
Costco \$ 605.74 Cameras for security  
Cruikshank \$267.02 Gravel for boat launch  
Barry Latreille Electric \$477.82 Repairs to lights  
P.B. Electric \$328.34 Check timer of lights  
Started charging credit card service charges  
Total \$3,438.92

000007

# CHARLOTTENBURG PARK STATEMENT OF OPERATIONS

For the period ending October 31, 2015

	Budget Includes HST 2015	Actual Without HST October 31, 2015
<b>REVENUE</b>		
Misc Sales (worms, ice & wood)	\$13,000.00	\$7,852.89
Seasonal Camping Fees	\$189,000.00	\$170,796.60
Transient Camping Fees	\$100,000.00	\$86,088.95
Seasonal boat Slips & open season	\$6,000.00	\$6,119.45
Cabin Rental		\$3,252.20
Beach & Concession	\$23,000.00	\$34,338.07
Seasonal Campers Hydro	\$22,500.00	\$21,340.00
Donations	\$12,500.00	\$12,500.00
Student Subsidies	\$6,700.00	\$6,810.50
	<u>\$372,700.00</u>	<u>\$348,898.66</u>

## PROJECT EXPENSES

Wages, Benefits & Admin	\$204,106.00	\$182,910.97
Hydro	\$30,000.00	\$33,436.36
Hydro Meters	\$30,000.00	\$26,330.00
Telephones & Communications	\$2,250.00	\$1,418.20
Garbage Collection	\$3,500.00	\$3,871.95
Insurance	\$1,500.00	\$360.96
Security	\$400.00	\$300.00
Bank & Credit Card	\$5,500.00	\$3,311.58
Office	\$2,300.00	\$2,697.22
Advertising & Training	\$2,500.00	\$1,013.78
Vehicle & Travel	\$7,000.00	\$2,798.32
Conservation Authority Equipment	\$15,000.00	\$15,000.00
St Lawrence Parks Commission Fee	\$28,000.00	\$28,105.91
Purchases	\$12,000.00	\$8,669.06
Repairs and maintenance	<u>\$12,000.00</u>	<u>\$20,035.24</u>
	<u>\$356,056.00</u>	<u>\$330,258.55</u>
(Deficit) Surplus	\$16,644.00	\$18,640.11
Hydro Debt Repayment	<u>(\$24,946.00)</u>	<u>(\$22,867.24)</u>
(Deficit) Surplus	<u>(\$8,302.00)</u>	<u>(\$4,227.13)</u>

### \*\*\*Unexpected Expenses\*\*\*

Brian McCuaig \$1415.00 septic system pump install  
 KMAC Electric \$1375.33 moved control panel outside of pumping chamber  
 Chretien Excavation \$4400.00 sand for beach  
 P.B. Electric \$772.50 repairs to electrical  
 Brian McCuaig \$ 345.00 check water system  
 Total \$8,307.83

000008

## 2015 Financial Reporting for Charlottenburgh Park

### Summary Statement

Park Entrance Fees	\$ 30,714.28
Camping Fees	\$ 260,137.35
Boat Fees	\$ 6,119.45
Misc Fees	<u>\$ 11,478.68</u>
Total	\$ 308,449.76

Less Base Amount	\$ 27,390.71
	<u>\$ 281,059.05</u>

St Lawrence Park Commission	
\$281,059.0 * 10%	<u>\$ 28,105.91</u>

000009

# OCTOBER 2015 LIST OF ACCOUNTS

DATE	SUPPLIER	CHQ #	EXPLANATION	AMOUNT
9-Oct-2015	BELL CANADA	22334	SEPTEMBER 2015 CM, STREAM, CHARL PK, MARINA, OFFICE, WORKSHOP	\$ 1,176.53
9-Oct-2015	BELL MOBILITY	22335	SEPTEMBER 2015 CELL PHONES & PLANNING	\$ 81.71
9-Oct-2015	SANDY CRITES	22336	EXPENSES FOR STAFF APPRECIATION EVENT	\$ 680.26
9-Oct-2015	DELANEY BUS LINES LTD	22337	BUS RENTAL FOR ALUS TOUR	\$ 1,463.35
9-Oct-2015	EMOTIONS CATERING	22338	LUNCH FOR ALUS TOUR PARTICIPANTS	\$ 943.55
9-Oct-2015	FRITO LAY CANADA	22339	HST FORGOTTEN ON PREVIOUS INVOICE	\$ 15.26
9-Oct-2015	CLAUDE GAUTHIER	22340	WASH WINDOWS AT OFFICE, MARINA, COOPER MARSH	\$ 339.18
9-Oct-2015	ROGER HOUE	22341	EXPENSES OCCURRED DURING BIENNIAL TOUR	\$ 229.93
9-Oct-2015	BRENDAN JACOBS	22342	EXPENSES FOR ALUS TOUR	\$ 225.44
9-Oct-2015	MACEWEN FUELS LIMITED	22343	MONTHLY GAS & COLOURED FUEL FOR WORKSHOP	\$ 1,364.45
9-Oct-2015	RAY-CO TEAM SPORTS	22344	ROCK SHIRTS AND CAPS FOR PLANNING DEPARTMENT	\$ 61.02
9-Oct-2015	UNITED COUNTIES S.D. & G.	22345	MARINA ALARM SYSTEM	\$ 38.00
15-Oct-2015	TOMLINSON ENVIRONMENTAL SERVICES	22346	MONTHLY WASTE PICK-UP	\$ 1,430.43
15-Oct-2015	MATHIEU AUBIN	22347	WATER FOR OFFICE	\$ 11.50
15-Oct-2015	BELL CANADA 1-866	22348	SWP SEPTEMBER 2015	\$ 17.12
15-Oct-2015	ALTON BLAIR	22349	TORONTO EXPENSES	\$ 170.45
15-Oct-2015	BOIS PRV LUMBER	22350	CEDAR POTS FOR COOPER MARSH	\$ 122.04
15-Oct-2015	PETER BONAMASSA ELECTRIC LTD	22351	ELECTRICAL WORK AT CHARL PK	\$ 872.93
15-Oct-2015	CORNWALL CITY PRESS	22352	ENVELOPES FOR OFFICE	\$ 160.86
15-Oct-2015	EASTERN ONTARIO FOREST GROUP	22353	RENEWAL OF MEMBERSHIP	\$ 35.00
15-Oct-2015	GENERAL TRUCK REPAIR	22354	TANDEM TRAILER ANNUAL INSPECTION	\$ 336.74
15-Oct-2015	GLENN WARDEN HOME HEATING	22355	FLY CREEK STORAGE TANK	\$ 1,287.07
15-Oct-2015	H. MOISE JR. TRUCKING	22356	SAND FOR WATER LINE AT WORKSHOP	\$ 90.00
15-Oct-2015	HOME DEPOT CREDIT SERVICES	22357	WORKSHOP SUPPLIES	\$ 16.91
15-Oct-2015	NOBLE CORPORATION	22358	KEY TO TURN ON/OFF WATERLINE	\$ 116.45
15-Oct-2015	ONTARIO PROFESSIONAL FORESTERS ASSOCIATION	22359	RENEWAL OF MEMBERSHIP	\$ 183.20
15-Oct-2015	RICHARD PILON	22360	CA UNIVERSITY EXPENSES	\$ 871.84
15-Oct-2015	PUROLATOR COURIER LIMITED	22361	COURIER SERVICES	\$ 5.30
15-Oct-2015	RECEIVER GENERAL FOR CANADA	22362	HST REMITTANCE	\$ 1,177.88
15-Oct-2015	S.D. & G. CERTIFIED FOREST OWNERS INC.	22363	GLENGARRY WOOD FAIR	\$ 250.00
15-Oct-2015	SHORTLINE ICE	22364	ICE FOR RESALE	\$ 72.00
15-Oct-2015	ST. PIERRE FUELS INC.	22365	FUEL FOR RESALE AT MARINA	\$ 5,881.06
15-Oct-2015	ROGERS BUSINESS	22366	MONTH OF SEPTEMBER 2015	\$ 279.32
15-Oct-2015	SANDY CRITES	22367	REPLENISH PETTY CASH	\$ 135.90
21-Oct-2015	TD VISA	22368	SEPTEMBER EXPENSES	\$ 3,602.34
MONTHLY PRE-AUTHORIZED PAYMENTS				
15-Oct-2015	BRIAN MCGUAIG PLUMBING LTD.		LABOUR AND MATERIAL FOR REPAIRS AT OFFICE & CHARL PK	\$ 1,164.42
15-Oct-2015	CORNWALL BUSINESS MACHINES		CARTRIDGE FOR PHOTOCOPIER AND MONTHLY IT CONTRACT	\$ 650.82
15-Oct-2015	DENIS OFFICE SUPPLIES AND FURNITURE		OFFICE SUPPLIES AND REPORT COVERS FOR ALUS	\$ 90.15
15-Oct-2015	EMARD BROS LUMBER		WORKSHOP SUPPLIES	\$ 57.23

OCTOBER 2015 LIST OF ACCOUNTS					
DATE	SUPPLIER	CHQ #	EXPLANATION	AMOUNT	
15-Oct-2015	ROY'S CREVOLETT BUICK GMC INC		LEASES FOR PETERS, RED & BLACK TRUCK	\$ 4,830.75	
15-Oct-2015	SANI-SOL		CLEANING SUPPLIES FOR WORKSHOP, CM, & CHARL PK	\$ 266.64	
15-Oct-2015	STORMONT STATIONERS		OFFICE SUPPLIES AND REPORT COVERS FOR ALUS	\$ 33.09	
15-Oct-2015	VIANET INTERNET SOLUTIONS		SEPTEMBER 2015	\$ 56.49	
	CORNWALL BUSINESS MACHINES		PHOTOCOPIER LEASE	\$ 338.68	
	CORNWALL ELECTRIC		POWER PUMPING STATION, GAUGING STATION	\$ 4,221.97	
	RECEIVER GENERAL		REMITTANCE TAX, CPP, EI	\$ 29,343.33	
	PAYROLL		PAYROLL	\$ 53,336.54	
	HYDRO ONE		POWER GARRY SYSTEM GAUGES, COOPER MARSH OFFICE & PUMPING STATION	\$ 12,178.30	
	TD BANK		PAYROLL DIRECT DEPOSIT FEE	\$ 119.90	
	DOBGE JOURNEY		VEHICLE LEASE	\$ 550.78	
RRCA TRUST ACCOUNT SWP					
26-Oct-15	RAISIN REGION CONSERVATION AUTHORITY	186	FOR THE MONTH OF AUGUST 2015	9,749.09	
26-Oct-15	SOUTH NATION RIVER CONSERVATION AUTHORITY	187	FOR THE MONTH OF AUGUST 2015	15,397.31	

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**December 15, 2015**

**MINUTES OF**  
**COMMITTEE OF ADJUSTMENT**

**Township of South Glengarry**

A meeting of the Committee of Adjustment was held at 5:00 pm on December 15, 2015 in the Council Chambers at the municipal building in Lancaster, Ontario.

Committee Members present were: Bill McKenzie, Chair, Councillor Lyle Warden, Linda Allison, Barbara Menard, Peter Lebrun, Kevin Lalonde, Director of Development/Chief Building Official and Secretary- Treasurer Joanne Haley.

The members of the public in attendance at this meeting were as follows:

Sami Ahmed & Fatemah Alam- applicants for A-20-15, Dennis Richer, Applicant for A-21-15 and Leon Sabourin, Applicant for A-22-15. Also, Christine and Roch Plouffe were in attendance.

Meeting was called to order at 5:00pm

**MOVED BY:** Barbara Menard  
**SECONDED BY:** Peter LeBrun

**BE IT RESOLVED THAT** the Committee of Adjustment meeting of December 15, 2015 is hereby called to order.

**CARRIED**

**Approval of Agenda**

**MOVED BY:** Peter Lebrun  
**SECONDED BY:** Lyle Warden

**BE IT RESOLVED THAT** the Agenda be approved as amended; the additions to the agenda were as follows:

Committee Meeting Set Up



## **Rules of Procedures for meetings**

**CARRIED**

### **Approval of Minutes**

**MOVED BY:** Linda Alison

**SECONDED BY:** Lyle Warden

**BE IT RESOLVED THAT** the minutes of the August 11, 2015 meeting be approved.

**CARRIED**

### **Review of Applications**

#### **Application A-20-15- Sami Ahmed and Fatima Alam**

J Haley provided a presentation to the Committee pertaining to this application; the information presented was as follows:

- 18322 Kilkenny Crescent, Corner of Kilkenny and County Road 2
- The property is located in the Urban Settlement Area and Designated Residential District
- The subject property is zoned Residential 2
- The applicant is requesting relief from Part 6.2 of the Zoning By-law 38-09 to reduce the rear yard setback for a carport that is currently under construction from 6 meters to 3.4 meters from the north east corner and from 6 meters to 4 meters from the north west corner. Also, to reduce the exterior side yard setback from 6 meters to 0.34 meters to permit the construction of an exterior staircase and landing to provide access to the existing dwelling.
- No Comments/requested conditions have been received to date

**MOVED BY:** Lyle Warden

**SECONDED BY:** Peter Lebrun

**BE IT RESOLVED THAT** Minor Variance Application A-20-15 is approved as the variance is considered minor in nature, desirable for the use of the land and in keeping with the general intent of the Township's Official Plan and Zoning By-Law.

**CARRIED**

#### **Application A-21-15- Dennis Richer**



J Haley provided a presentation to the Committee pertaining to this application; the information presented was as follows:

- 6327-78<sup>th</sup> Avenue
- The property is designated Residential District & Flood Plain Holding
- The applicant is requesting relief from Part 3.2 (2) of the Zoning By-law 38-09 to reduce the side yard setback from 0.6 meters to 0.39 meters to accommodate the existing air conditioning unit and from 0.6 meters to 0.25 meters to accommodate the existing propane tank. Also, the applicant is requesting relief from Part 3.45 (10) to reduce the side yard setback from 1 meter to 0.12 meters to permit an existing retaining wall
- No Comments/requested conditions have been received to date

**MOVED BY:** Lyle Warden

**SECONDED BY:** Peter Lebrun

**BE IT RESOLVED THAT** Minor Variance Application A-21-15 is approved as the variance is considered minor in nature, desirable for the use of the land and in keeping with the general intent of the Township's Official Plan and Zoning By-Law.

**CARRIED**

**Application A-22-15- Happy Bay Holdings Inc.**

J Haley provided a presentation to the Committee pertaining to this application; the information presented was as follows:

- 18299 County Road 2, Corner of Kilkenny and County Road 2
- The property is located in the Urban Settlement Area and Designated Residential District
- The subject property is zoned Commercial
- The applicant is requesting relief from Part 6.2 of the Zoning By-law 38-09 to reduce the interior side yard setback for the existing structure from 0.67 meters to 0.61 meters at the north east corner, to 0.61 meters at the south east corner and 0.36 meters to the column
- No Comments/requested conditions have been received to date

**MOVED BY:** Lyle Warden

**SECONDED BY:** Linda Allison



**BE IT RESOLVED THAT** Minor Variance Application A-22-15 is approved as the variance is considered minor in nature, desirable for the use of the land and in keeping with the general intent of the Township's Official Plan and Zoning By-Law.

**CARRIED**

**NEW BUSINESS:**

1. Linda Alison, Barbara Menard and Lyle Warden are interested in receiving Property Standards Training.
2. Rules of procedures for Committee meetings were discussed as follows:
  - a. The Chair can vote
  - b. The Chair can second a motion
  - c. If there are 4 members of the committee present, 2 members vote against a request for minor variance and 1 member votes for it, even if the chair votes for the request, the motion is defeated.
3. Committee meeting setup- the Committee decided that the setup could continue as is provided that the table is angled more for better viewing of the screen. It was also suggested that the sign in sheet be passed around.

**Adjournment**

**BE IT RESOLVED THAT** the meeting of December 15, 2015 be adjourned to the call of the Chair @ 5:55 pm.

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 04-16  
FOR THE YEAR 2016**

***BEING A BY-LAW TO ADOPT, CONFIRM AND RATIFY MATTERS DEALT  
WITH BY RESOLUTION.***

**WHEREAS** s.5 (3) of the *Municipal Act, 2001*, provides that the powers of municipal corporation are to be exercised by its Council by by-law; and

**WHEREAS** it is deemed expedient that the proceedings, decisions and votes of the Council of the Corporation of the Township of South Glengarry at this meeting be confirmed and adopted by by-law;

**THEREFORE** the Council of the Corporation of the Township of South Glengarry enacts as follows:

1. **THAT** the action of the Council at its regular meeting of January 11, 2016 in respect to each motion passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law; and;
2. **THAT** the Mayor and the proper officers of the Township of South Glengarry are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and except where otherwise provided, The Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. **THAT** if due to the inclusion of a particular resolution or resolutions this By-law would be deemed invalid by a court of competent jurisdiction then Section 1 to this By-law shall be deemed to apply to all motions passed except those that would make this By-law invalid.
4. **THAT** where a "Confirming By-law" conflicts with other by-laws the other by-laws shall take precedence. Where a "Confirming By-law" conflicts with another "Confirming By-law" the most recent by-law shall take precedence.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND  
SEALED IN OPEN COUNCIL THIS 11<sup>th</sup> DAY OF JANUARY 2016.***

**MAYOR:**

**CLERK:**

