

**TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING OF COUNCIL
AGENDA**

**Monday, June 6, 2022, 7:00 PM
Tartan Hall - Char-Lan Recreation Centre
19740 John Street, Williamstown**

	Pages
1. CALL TO ORDER	
2. O CANADA	
3. APPROVAL OF AGENDA	
Additions, Deletions or Amendments	
All matters listed under For Information Only, are considered to be routine and will be enacted by one motion. Should a Council member wish an alternative action from the proposed recommendation, the Council member shall request that this matter be moved to the appropriate section at this time.	
4. DECLARATION OF PECUNIARY INTEREST	
5. APPROVAL OF MINUTES	
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8.	CLOSED SESSION	
	BE IT RESOLVED THAT Council convene to Closed Session to discuss the following items under Section 239 (2) of the Municipal Act S.O. 2001;	
	(2) a meeting or part of a meeting may be closed to the public if the subject matter being discussed is;	
	(d) Labour relations or employee negotiations	
	Specifically: Collective Bargaining & HR Matter	
	(k) a position, plan, procedure, criteria or instruction to be applied to negotiations	
	Specifically: Instruction for Negotiations	
9.	CONFIRMING BY-LAW	

9.a. Confirming By-law 40-2022

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10. ADJOURNMENT

**TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING MINUTES**

**May 16, 2022, 7:00 p.m.
Tartan Hall - Char-Lan Recreation Centre
19740 John Street, Williamstown**

PRESENT: Mayor Lyle Warden, Deputy Mayor Stephanie Jaworski, Councillor Martin Lang, Councillor Sam McDonell, and Councillor Rebecca Luck

STAFF
PRESENT: CAO Tim Mills, GM Corporate Services/Clerk Kelli Campeau, GM Infrastructure Sarah McDonald, GM Parks, Recreation and Culture Sherry-Lynn Servage, GM Planning, Building and Enforcement Joanne Haley, Fire Chief Dave Robertson, Deputy Clerk Crystal LeBrun

1. CALL TO ORDER

Resolution No. 143-2022

Moved by Councillor Lang
Seconded by Deputy Mayor Jaworski

BE IT RESOLVED THAT the May 16, 2022 Council Meeting of the Township of South Glengarry now be opened at 7:01 pm

CARRIED

2. O CANADA

3. APPROVAL OF AGENDA

Addition:

- Closed Session - Potential Litigation

Moved from Information Only to Other Business:

7.d.h. Letter - Williamstown Fair Request

Resolution No. 144-2022

Moved by Deputy Mayor Jaworski
Seconded by Councillor McDonell

BE IT RESOLVED THAT the Council of the Township of South Glengarry approve the agenda as amended.

CARRIED

4. DECLARATION OF PECUNIARY INTEREST

4.1 Councillor Luck - McNairn Drain – Filing of Engineer's Report (K. Campeau)

Employed by EVB Engineering.

5. APPROVAL OF MINUTES

5.1 Previous Meeting Minutes - May 2, 2022

Resolution No. 145-2022

Moved by Deputy Mayor Jaworski

Seconded by Councillor McDonell

BE IT RESOLVED THAT the Minutes of the May 2, 2022 Council Meeting, including the Closed Session Minutes, be adopted as circulated.

CARRIED

5.2 Public Meeting Minutes - May 2, 2022

Resolution No. 146-2022

Moved by Councillor McDonell

Seconded by Councillor Luck

BE IT RESOLVED THAT the minutes of the May 2, 2022 Public Meeting be adopted as circulated.

CARRIED

6. PRESENTATIONS AND DELEGATIONS

7. NEW BUSINESS

7.1 Staff Reports

7.1.a Procedural By-law – First and Second Reading (K. Campeau)

Resolution No. 147-2022

Moved by Councillor Luck

Seconded by Councillor Lang

BE IT RESOLVED THAT Staff Report 62-2022 be received and that By-law 33-2022, being a by-law to govern the calling, place and proceedings of Council, be read a first and second time this 16th day of May.

CARRIED

7.1.b McNairn Drain – Filing of Engineer's Report (K. Campeau)

Councillor Luck declared a conflict on this item. (Employed by EVB Engineering.)

Resolution No. 148-2022

Moved by Councillor Lang

Seconded by Deputy Mayor Jaworski

BE IT RESOLVED THAT Staff Report 63-2022 be received and that the Council of the Township of South Glengarry acknowledges receipt of the McNairn Drain Engineer's Report and furthermore that Council wishes to proceed on the report and directs the Clerk to provide notice to the prescribed persons pursuant to Section 41 (1) of the Drainage Act.

CARRIED

7.1.c Agreement – HGC Management (T. Mills)

Resolution No. 149-2022

Moved by Deputy Mayor Jaworski
Seconded by Councillor McDonell

BE IT RESOLVED THAT Staff Report 64-2022 be received and that the Council of the Township of South Glengarry hereby confirms authorization for Administration to enter into an agreement with HGC Management and furthermore that the Mayor and Clerk be authorized to sign all relevant documents.

CARRIED

7.1.d Vaccination Verification Policy – May Review (T. Mills)

Resolution No. 150-2022

Moved by Councillor McDonell
Seconded by Councillor Luck

BE IT RESOLVED THAT Staff Report 65-2022 be received and that the Council of the Township of South Glengarry direct that Policy 06-2021, being the Vaccination Verification Policy, remain in place until further review in one month’s time.

Recorded Vote:	Yes	No
Mayor Warden	X	___
Deputy Jaworski	X	___
Councillor Lang	___	X
Councillor McDonell	___	X
Councillor Luck	X	___

CARRIED

7.1.e Regional Incentive Program Agreement- La Ferme Butte a La Bine Farm (J. Haley)

Resolution No. 151-2022

Moved by Councillor Luck
Seconded by Councillor Lang

BE IT RESOLVED THAT Staff Report 66-2022 be received and that the Corporation of the Township of South Glengarry enter into a Regional Incentives Program Financial Agreement with La Ferme Butte a La Bine Farm, located at 5857 Glen Brook Road and furthermore that the Mayor and Clerk be authorized to sign all relevant documents.

CARRIED

7.1.f Tree Canopy and Natural Vegetation Policy – Third Reading (J.Haley)

Resolution No. 152-2022

Moved by Councillor Lang
Seconded by Deputy Mayor Jaworski

BE IT RESOLVED THAT Staff Report 67-2022 be received and By-law 18-2019, being a by-law to establish a Tree Canopy and Natural Vegetation policy be read a third and final time, passed, signed and sealed in open council this 16th day of May 2022.

CARRIED

7.2 Other Business

7.2.a Char-Lan Recreation Centre - Advertisements (S. Servage)

Council is in favor of user groups remaining involved in arena advertisements and directed Administration to work with the user groups to discuss options moving forward.

7.2.b Char-Lan Recreation Centre Floor and Dasher Board Project Update (S. Servage)

Ms. Servage provided an update regarding the Floor and Dasher Board Project and anticipated delays.

7.2.c Letter - Williamstown Fair Request

Council approved the request.

Resolution No. 153-2022

Moved by Deputy Mayor Jaworski
Seconded by Councillor McDonell

BE IT RESOLVED THAT the Council of the Township of South Glengarry accept the items presented on the agenda as Committee Reports and For Information Only.

CARRIED

7.3 Committee Reports

7.3.a RRCA Board Meeting Highlights - April 21 2022

7.3.b SDG County Council - Committee of the Whole Minutes - May 3 2022

7.3.c SDG County Council Special Meeting Minutes - May 3, 2022

7.4 For Information Only

7.4.a Departmental Update - Corporate Services (April 2022)

7.4.b Departmental Update – Fire Services (April 2022)

7.4.c Departmental Update - Parks, Recreation and Culture Department (April 2022)

7.4.d Departmental Update- Infrastructure Services (April 2022)

7.4.e Departmental Update- Finance (April 2022)

7.4.f Departmental Update - Planning, Building and Enforcement (April 2022)

7.4.g Roads and Bridges Capital Projects Update (S. McDonald)

7.4.h Letter- Notice to Residents - SDG Hot Mix Contract

8. CLOSED SESSION

Resolution No. 154-2022

Moved by Councillor McDonell

Seconded by Councillor Luck

BE IT RESOLVED THAT Council convene to Closed Session at 8:08 pm to discuss the following item(s) under Section 239 (2) of The Municipal Act S.O. 2001;

(2) a meeting or party of a meeting may be closed to the public if the subject matter being discussed is:

(d) labour relations or employee negotiations

Specifically: HR Matter and Collective Agreement

(e) litigation or potential litigation

Specifically: Memo - Official Plan Appeal and Potential Litigation

CARRIED

Resolution No. 155-2022

Moved by Councillor Luck

Seconded by Councillor Lang

BE IT RESOLVED THAT Council rise and reconvene into open session at 9:00 pm without reporting.

CARRIED

9. CONFIRMING BY-LAW

9.1 34-2022 Confirming By-law

Resolution No. 156-2022

Moved by Councillor Lang

Seconded by Deputy Mayor Jaworski

BE IT RESOLVED THAT By-law 34-2022, being a by-law to adopt, confirm and ratify matters dealt with by resolution be read a first, second and third time, passed, signed and sealed in open council this 16th day of May, 2022.

CARRIED

10. ADJOURNMENT

Resolution No. 157-2022

Moved by Deputy Mayor Jaworski

Seconded by Councillor McDonell

BE IT RESOLVED THAT the Council of the Township of South Glengarry adjourn to the call of the chair at 9:01 pm.

CARRIED

Mayor

Clerk

**TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING MINUTES**

**May 16, 2022, 6:00 p.m.
Tartan Hall - Char-Lan Recreation Centre
19740 John Street, Williamstown**

PRESENT: Mayor Lyle Warden, Deputy Mayor Stephanie Jaworski, Councillor Martin Lang, Councillor Sam McDonell, and Councillor Rebecca Luck

STAFF
PRESENT: CAO Tim Mills, GM Corporate Services/Clerk Kelli Campeau, GM Planning, Building and Enforcement Joanne Haley, Deputy Clerk Crystal LeBrun

1. CALL TO ORDER

Moved By: Councillor Lang

Seconded By: Deputy Mayor Jaworski

That the meeting be called to order.

CARRIED

2. APPROVAL OF AGENDA

Moved by: Councillor Lang

Seconded by: Councillor Luck

That the agenda be adopted as circulated.

CARRIED

3. DECLARATION OF PECUNIARY INTEREST

4. NEW BUSINESS

4.1 Temporary Use Zoning Amendment - Sheep's Head Bistro

There were no members of the public in attendance and therefore no comments.

Mayor Warden inquired if there is a way that the approval would not need to be granted on an annual basis or if decision-making could be delegated to staff. Ms. Haley advised that the Planning Act has recently been amended to allow delegation of authority for approval of temporary uses which would involve an amendment to the Official Plan.

4.2 Zoning By-law Housekeeping Amendment

Deputy Mayor Jaworski inquired about the clarity of the wording concerning the Poultry Proposed General Provisions. Ms. Haley advised that she would revise.

Councillor Lang inquired about the possibility of holding tanks for properties that are considered Agri-Tourism. Ms. Haley advised that grey water triggers the need for an onsite sewage system and that it depends on the individual owners' needs.

Councillor McDonell inquired if portable toilets could be used fulltime for Agri-Tourism. Ms. Haley advised that again, it is dependent on the use of the property.

Councillor Luck requested clarity regarding the new definitions to be added.

Mayor Warden inquired the reason to cap the number of days permitted for overnight stays (Agri-Tourism). Ms. Haley clarified that the intent is not for long-term/permanent stays.

5. ADJOURNMENT

Moved by: Deputy Mayor Jaworski

Seconded by: Councillor McDonell

That the meeting be adjourned.

CARRIED

Mayor

Clerk



STAFF REPORT

S.R. No. 68-2022

PREPARED BY: Chris Raabe, Director of Development & CBO

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 6, 2022

SUBJECT: Building By-law 26-2022

BACKGROUND:

1. A revised Building By-law was presented to Council on April 4th, 2022, for first and second reading.
2. A public meeting was held May 2, 2022, as required under Section 7(6) and 7(8) of the *Building Code Act* regarding the proposed fee changes and additions. No members of the public were present at the public meeting to make verbal comments in favour or in opposition of the proposed changes. Administration has not received any written comments following the public meeting.
3. The by-law has since seen very few changes and is now before Council for a third and final reading.

ANALYSIS:

4. Administration is proposing the following changes to the by-law:
 - 4.31 The *Chief Building Official* may issue a renewal of a *Permit* which has been revoked, or renewal of a permit that has been inactive for a period of twelve (12) months, provided the required fee is paid for such renewal and the plans and specifications are made to comply with all the requirements of the *Act*, the *Building Code*, and any other applicable law.
 - 4.34 Where an *Applicant* requests a Limiting Distance Agreement with the *Corporation*, as provided for in the *Building Code*, the *Corporation* may enter into the agreement.
 - 6.8 Subject to the provisions of Schedule "B", upon completion and closing of the *Permit* file, any Administrative Performance Deposit funds remaining will be refunded to the *Owner* at the time of a passed final inspection.
 - 12.1 Any person who contravenes any provisions of this by-law is guilty of an offence:

- a) as provided for in Section 36 of the *Act*; and
- b) a set fine as set out in Schedule “D” of this By-law.

IMPACT ON 2022 BUDGET:

- 5. Increase to building department revenue if permit numbers and cost of construction remain consistent.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 1: Enhance economic growth and prosperity.

Goal 3: Strengthen the effectiveness and efficiency of our organization.

Goal 5: Improve internal and external communications.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 68-2022 be received and that By-law 26-2022, being a by-law regulating construction, demolition, change of use permits and related matters be read a third and final time, passed, signed and sealed in open council this 6th day of June 2022.

**Recommended to Council for
Consideration by:
CAO – TIM MILLS**

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 26-2022
FOR THE YEAR 2022**

***BEING A BY-LAW REGULATING CONSTRUCTION, DEMOLITION,
CHANGE OF USE AND OTHER BUILDING PERMITS WITHIN THE
TOWNSHIP OF SOUTH GLENGARRY***

WHEREAS, the *Municipal Act, 2001*, S.O. 2001, Chapter 25 S 5(1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act 2001*, S.O. 2001, Chapter 25 S. 5(3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS Section 7 of the Building Code Act, 1992, S.O. 1992, Chapter 23 as amended, empowers a municipal council to pass by-laws concerning the issuance of permits and related matters;

AND WHEREAS Subsection 8(3) of the Building Code Act, 1992, S.O. 1992, Chapter 23 as amended, authorizes a Chief Building Official to issue a conditional permit in circumstances and subject to the conditions listed in that subsection;

AND WHEREAS Section 398(1) of the Municipal Act, 2001, S.O. 2001, Chapter 25 as amended, provides that fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality;

AND WHEREAS Section 398(2) of the Municipal Act, 2001, S.O. 2001, Chapter 25 as amended, provides that the treasurer of a local municipality may add fees and charges imposed by the municipality, to the tax roll for the following property in the local Municipality and collect them in the same manner as municipal taxes;

AND WHEREAS Section 446 of the Municipal Act, 2001, S.O 2001 provides that if the municipality must take remedial action and is not repaid then its costs can be added to the tax roll.

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

SECTION 1 - SHORT TITLE

- 1.0 This by-law may be cited as the "Building By-law".

SECTION 2 - DEFINITIONS AND INTERPRETATION IN THIS BY-LAW:

- 2.1 "**Act**" means the *Building Code Act*, 1992, S.O 1992, Chapter 23, as amended;
- 2.2 "**Applicant**" means the *Owner* of a *Building* or property who applies for a *Permit*, or any person authorized in writing by the *Owner* to apply for a *Permit* on the *Owner's* behalf, or any person or corporation empowered by statute to cause the demolition of a *Building* or *Buildings* and anyone acting under the authority of such person or *Corporation*;
- 2.3 "**As Constructed Plans**" means "As Constructed Plans" as defined in the *Building Code*;

- 2.4 “**Architect**” means a holder of a License, a certificate of practice, or a temporary license under the *Architect’s Act* as defined in the *Building Code*;
- 2.5 “**Building**” means a “*Building*” as defined in subsection 1(1) of the *Act*;
- 2.6 “**Building Code**” means all regulations made under Section 34 of the *Act*, including but not limited to O. Reg. 332/12 as amended;
- 2.7 “**Chief Building Official**” means the *Chief Building Official* or their designate appointed pursuant to Section 3(2) of the *Act* and by by-law of the *Corporation* of The Township of South Glengarry for the purpose of enforcement of the *Act*;
- 2.8 “**Complete Application**” means an application that meets the requirements set out in the *Building Code* for applications where the *Chief Building Official* is required to make a decision within a prescribed time period, Section 4, Section 5, and Schedule “C” of this by-law;
- 2.9 “**Construct**” means to “*Construct*” as defined in Section 1(1) of the *Act*;
- 2.10 “**Corporation**” means The *Corporation* of the Township of South Glengarry;
- 2.11 “**Demolish**” means to “*Demolish*” as defined in Subsection 1(1) of the *Act*;
- 2.12 “**Electronic Address**” means a message distributed by electronic means, commonly referred to as an email;
- 2.13 “**Farm Building**” means a “*Farm Building*” as defined in the *Building Code*;
- 2.14 “**Fixture**” means a “*Fixture*” as defined in Part 1 of the *Building Code* and for the purpose of this by-law, a *Fixture* shall also include a hot water tank, backflow preventer, appliance, hose bibb, or other similar device;
- 2.15 “**Inspector**” means an *Inspector* appointed pursuant to Subsection 3(2) of the *Act* and by by-law of the *Corporation*;
- 2.16 “**Municipality**” means the *Corporation*;
- 2.17 “**Owner**” means the registered *Owner* of the land and includes a lessee, mortgagee in possession, or the person in charge of the property;
- 2.18 “**Permit**” means permission or authorization given in writing by the *Chief Building Official* to perform specific *Work* regulated by this by-law, the *Act*, and the *Building Code*, or to occupy a *Building* or part thereof, or to change the use of a *Building* or part of a *Building* or parts thereof as regulated by the *Act*;
- 2.19 “**Permit Holder**” means the person to whom the *Permit* has been issued and who assumes the primary responsibility for complying with the *Act* and the *Building Code*;
- 2.20 “**Plumbing**” means “*Plumbing*” as defined in Subsection 1(1) of the *Act*;
- 2.21 “**Professional Engineer**” means a person who holds a license or a temporary license under the Professional Engineer’s Act, as defined in the *Building Code*;
- 2.22 “**Project**” means to do anything in the construction, demolition, change of use or *Plumbing* for a *Building* which is regulated by the *Act* and/or the *Building Code*.

- 2.23 “**Work**” means to do anything in the construction, demolition, change of use or *Plumbing* for a *Building* which is regulated by the *Act* and/or the *Building Code*.
- 2.24 Terms not defined in this by-law shall have the meaning ascribed to them in the *Act* and/or the *Building Code*.

SECTION 3 - CLASSES OF PERMITS

- 3.1 Classes of *Permits* and fees required for *Work* are set forth in Schedule “A” and Schedule “B” appended to and forming part of this by-law.
- 3.2 *Permits* for *Work* other than those referred to in this by-law shall be obtained from the appropriate authority having jurisdiction in accordance with the by-laws of the *Corporation* and any other applicable laws. Such *Permits* may include but are not limited to encroachments, culverts, water and sewer services, rights-of-way, road cuts and electricity.

SECTION 4 - REQUIREMENTS FOR PERMIT APPLICATIONS

- 4.1 To obtain a *Permit*, the *Applicant* shall file an application in writing by completing the prescribed application form available from the office of the *Chief Building Official*, or from the *Corporation* website, and shall supply any other information relating to the application as required by the *Chief Building Official*.
- a) Every application for a *Building Permit* shall be submitted to the *Chief Building Official* and shall be signed by the *Applicant* who shall certify the truth of the contents of the application. All *Permit* applications must be accompanied by enough information to enable the *Chief Building Official* to determine whether the proposed construction, demolition, change of use or transfer of *Permit* will comply with the requirements of the *Act*, the *Building Code*, and any other applicable law.
- 4.2 To be considered a *Complete Application*, every *Permit* application shall be accompanied by the approval documents issued by the agencies responsible for the applicable laws listed in the *Building Code*, Division A, Part 1, Article 1.4.1.3., where the said agencies issue approval documents and the said law applies to the construction or demolition being proposed.
- 4.3 An application for a *Permit* may be refused by the *Chief Building Official* where it is not a *Complete Application*.
- 4.4 The *Chief Building Official* may, as the *Chief Building Official* deems appropriate, provide prescribed forms in an electronic format, and may allow for the electronic submission of completed *Permit* application forms.
- 4.5 Notwithstanding subsection 4.4, completed forms generated electronically shall be accepted subject to endorsement by the *Applicant*.
- 4.6 When filing an application, the *Owner* and the *Applicant* shall each provide an *Electronic Address(es)* for the purpose of receiving communications from the office of the *Chief Building Official* regarding the construction, demolition or change of use associated with a *Permit* application or issued *Permit*. The *Owner* or authorized agent of the *Owner* shall inform the *Chief Building Official* immediately in writing when the *Electronic Address(es)* provided, changes or becomes not functional.
- 4.7 When the *Owner* and *Applicant* do not have an *Electronic Address(es)* for the purpose of receiving communications, they shall provide an alternative means of contact by means of a phone number and mailing address.

PERMIT TO CONSTRUCT

- 4.8 Every application for a *Permit to Construct* a *Building* under subsection 8(1) of the *Act* shall:
- a) Identify and describe in detail the *Work* to be done and the existing and proposed use and occupancy of the *Building*, or part thereof, for which the Building Permit is made;
 - b) Include complete plans, specifications, documents, forms and other information prescribed in Section 5 and Schedule “C” of this by-law for the *Work* to be covered by the *Permit*; and
 - c) Be accompanied by acceptable proof of corporate identity and/or property Ownership, unless such proof is determined by the *Chief Building Official* to be unnecessary; and
 - d) Submit the required fee(s) and deposit(s) as prescribed in Schedule “A” and Schedule “B” of this by-law.

PERMIT TO DEMOLISH

- 4.9 Every application for a *Permit to Demolish* a *Building* under subsection 8(1) of the *Act* shall:
- a) Identify and describe in detail the *Work* to be done and the existing and proposed use and occupancy of the *Building*, or part thereof, for which the application for a *Permit to Demolish* is made, and the proposed use and occupancy of that part of the *Building*, if any, that will remain upon completion of the demolition;
 - b) Include complete plans, specifications, documents, forms, and other information prescribed in Section 5 and Schedule “C” of this by-law for the *Work* to be covered by the *Permit*;
 - c) Be accompanied by proof satisfactory to the *Chief Building Official* that arrangements have been made with the proper authorities for the termination and capping of all water, sewer, gas, electric, telephone or other utilities and services; and
 - d) Submit the required fee(s) and deposit(s) as prescribed in Schedule “A” and Schedule “B” of this by-law.

CONDITIONAL PERMIT

- 4.10 Every application for a conditional *Permit* for a *Building* under subsection 8(3) of the *Act*, shall include written correspondence to the *Chief Building Official* stating:
- a) The reason(s) why the *Applicant* believes that unreasonable delays in construction would occur if a Conditional *Permit* is not granted;
 - b) The necessary approval(s) which must be obtained in respect of the proposed *Building* and the time in which such approvals will be obtained; and,
 - c) Any potential difficulty, of which the *Applicant* is aware, in restoring the site to its original state and use if required approvals are not obtained.
- 4.11 Upon receiving correspondence including the items described in subsection 4.10, above, the *Chief Building Official* may issue a conditional *Permit* if:

- a) the *Applicant*, and such other persons as the *Chief Building Official* determines is necessary, agrees with the *Corporation*, board of health, planning board, conservation authority or the Crown in right of Ontario, in writing to do the things provided for in subsection 8(3)(c) of the *Act*, as may be applicable and as may be required by the *Chief Building Official*;
 - b) the *Applicant* has registered any agreement pursuant to subsection 8(3)(c) of the *Act* on title to the subject property as may be required in the discretion of the *Chief Building Official* pursuant to subsection 8(5) of the *Act*;
 - c) the *Applicant* has submitted the required fee(s) and deposit(s) as prescribed in Schedule “A” and Schedule “B” of this by-law for the entire *Project*; and
 - d) doing so would comply with subsection 8(3) of the *Act*;
- 4.12 The *Chief Building Official* shall not, by reason of the issuance of a Conditional *Permit* pursuant to this by-law, be under obligation to grant any additional permits.

PARTIAL PERMIT

- 4.13 Where feasible, the *Chief Building Official* may consider approval of a portion of the *Building* or *Project* prior to the issuance of a *Permit* for the entire *Building* or *Project*, by way of issuance of a partial *Permit*.
- 4.14 For every application for a partial *Permit* for a *Building* under subsection 8(1) of the *Act*, the *Applicant* shall:
- a) Submit all the requirements of subsection 4.8, to the *Chief Building Official*;
 - b) Acknowledge that the application is deemed to be incomplete; and
 - c) Submit the required fee(s) and deposit(s) as prescribed in Schedule “A” and Schedule “B” of this By-Law.
- 4.15 Where the *Chief Building Official* elects to grant a partial *Permit*, it shall be in the form of a Conditional *Permit* and shall be subject to all the same terms and conditions as identified in subsection 4.10, as well as the prescribed fees in Schedule “A” and Schedule “B” of this by-law for Conditional *Permits*.
- 4.16 The *Chief Building Official* shall not, by reason of the issuance of a Partial *Permit* pursuant to this by-law, be under obligation to grant any additional permits.

PERMIT FOR EQUIVALENT MATERIAL CHANGES

- 4.17 Every application for a *Permit* or for authorization to make a material change to a plan, specification, calculation, document, or other information on the basis of which a *Permit* was issued, or which contains an equivalent material, system or *Building* design for which authorization under Section 8(12) of the *Act* is requested, shall:
- a) Provide a description of the proposed material, system or *Building* design for which authorization under Section 8(12) of the *Act* is requested;
 - b) State any applicable provisions of the *Building Code*;

- c) Provide evidence that the proposed material, system, or *Building* design will provide the level of performance required by the *Building Code*; and
- d) Include the additional fees, as calculated in Schedule “A”, that the *Chief Building Official* requires before the *Occupancy Permit* is issued.

4.18 This information shall either accompany a *Permit* application or be incorporated into the request for authorization to make a material change to plans and specifications. A re-examination fee will apply as per Schedule “A” of this by-law. Furthermore, the provision applies before or after the issuance of a *Building Permit*.

TRANSFER OF PERMIT

4.19 Every application for a transfer of *Permit* because of a change in land ownership, as permitted under Clause 7(1)(h) of the *Act*, shall:

- a) Be on the prescribed application form, as may be amended by the *Corporation*;
- b) Provide the names and addresses of the previous and new land *Owner*, the date that the land ownership change occurred, proof of land ownership change, and a description of the *Permit* that is being transferred; and
- c) Include the required fee(s) and deposit(s) as prescribed in Schedules “A” and Schedule “B” of the by-law.

4.20 Unless written instructions to the contrary have been provided by the previous *Owner* to the *Chief Building Official*, any deposit(s) and monies associated with the *Permit* shall be deemed to be transferable. The conditions assigned to the said deposit(s) and monies shall remain in effect and shall apply to and be binding on the new *Applicant* who shall thenceforth be the *Permit Holder* for the purpose of the *Act* and *Building Code*, without any further notice upon issuance of the transfer of *Permit*.

ALTERNATIVE SOLUTIONS

4.21 Every application for a *Permit* that contains materials, systems or *Building* design(s) for which authorization is required under Section 2.1 of Division C of the *Building Code*, shall:

- a) Be on the prescribed application form, as may be amended by the *Corporation*;
- b) Include supporting documentation demonstrating that the proposed materials, systems or *Building* designs will provide the required level of performance according to Article 1.2.1.1. of Division A of the *Building Code*;
- c) Include supporting documentation and test methods providing information according to Section 2.1 of Division C of the *Building Code*; and
- d) Include the required fee(s) and deposit(s) as prescribed in Schedules “A” and Schedule “B” of the By-Law.

4.22 The *Chief Building Official* may accept or reject any proposed equivalents or may impose conditions or limitations on their use.

- 4.23 Any equivalents which are accepted under this Section shall be applicable only to the location to which the approval is granted and are not transferable to any other *Permit*.

INCOMPLETE APPLICATIONS

- 4.24 Every application is deemed to be incomplete if it does not contain the prescribed information or is not accompanied by plans, specifications and documents specified in this by-law, and shall not be accepted.
- 4.25 Despite subsection 4.24, an incomplete Application may be accepted if the *Applicant* acknowledges the application is incomplete by duly completing the prescribed form, as amended from time to time, provided by the *Corporation*, thus postponing the application of the timelines stipulated by the *Building Code* until the application is deemed complete.

DORMANT APPLICATION

- 4.26 Every application for a *Permit* shall be deemed to be dormant where:
- a) The application is incomplete according to subsection 4.24 and remains incomplete for six (6) months after it was submitted; or
 - b) Six (6) months have elapsed after the *Applicant* was notified that the proposed *Building* Construction, demolition or change of use will not comply with the *Building Code*, the *Act* or will contravene any other applicable law.
- 4.27 Every application that is deemed dormant pursuant to subsection 4.26 shall be removed from the active roster and retained until either:
- a) The *Applicant* has chosen to re-activate the application; or
 - b) The application is deemed to be abandoned pursuant to subsection 4.28.

ABANDONED APPLICATIONS

- 4.28 Every application for a *Permit* shall be deemed to be abandoned where;
- a) The *Applicant* advises the *Corporation* in writing that it wishes to abandon the application;
 - b) The application is incomplete according to subsection 4.24; and
 - c) Remains incomplete for twelve (12) months after it was submitted; or
 - d) Twelve (12) months have elapsed after the *Applicant* was notified that the proposed *Building* construction, demolition or change of use will not comply with the *Building Code* or the *Act* or will contravene any other applicable law as defined in the *Building Code*.
- 4.29 Where an application is deemed abandoned, notice thereof shall be given to the *Applicant* via electronic notification. All submitted plans, specifications and documents shall be disposed of or, upon written request, returned to the *Applicant* at the *Applicant's* expense.

PERMIT REVOCATION

- 4.30 The *Chief Building Official*, subject to the provisions outlined in Subsection 8(10) of the *Act*, has the authority to revoke a *Permit* issued under the *Act*. The *Chief Building Official* shall:

- a) Prior to revoking a *Permit*, give written notice of the intention to revoke the *Permit* to the *Permit Holder* at the *Permit Holder's Electronic Address* shown on the application or to such other address as the *Permit Holder* has provided to the *Corporation* for the purpose;
- b) Following the issuance of the notice described in Subsection (a), consider whether to revoke the *Permit* immediately, or after a period prescribed by the *Chief Building Official*, and all submitted plans, specifications, documents, and other information may be disposed of or, upon written request from the *Permit Holder*, returned to the *Permit Holder* at their expense; and
- c) Provide notice under Subsection (a) either personally or by *Electronic Address*, and where notice is given by *Electronic Address*, it shall be deemed to have been given on the third day after the day it was sent by electronic means.

RENEWAL OF *PERMIT*

- 4.31 The *Chief Building Official* may issue a renewal of a *Permit* which has been revoked, or renewal of a permit that has been inactive for a period of twelve (12) months, provided the required fee is paid for such renewal and the plans and specifications are made to comply with all the requirements of the *Act*, the *Building Code*, and any other applicable law.
- 4.32 The decision to renew a *Permit* is at the discretion of the *Chief Building Official*.
- 4.33 Every *Permit* that remains inactive for a period of twelve (12) months, shall be subject to a renewal fee as prescribed in Schedule "A".

LIMITING DISTANCE AGREEMENT

- 4.34 Where an *Applicant* requests a Limiting Distance Agreement with the *Corporation*, as provided for in the *Building Code*, the *Corporation* may enter into the agreement.

SEWAGE SYSTEM *PERMITS*

- 4.35 In addition to the general requirements set out in Section 5 of this by-law, an application for a sewage system *Permit* shall:
 - a) Use the provincial application form "Application for a *Permit* to *Construct* or *Demolish*" and schedules 1 through 8 or others as may be applicable, depending on the design of the system;
 - b) Include a site evaluation which shall include all the following items unless otherwise specified by the *Chief Building Official*:
 - i) The date the evaluation was done;
 - ii) The name, address, telephone number and signature of the person who prepared the evaluation;
 - iii) A scaled map of the site showing:
 - (1) The legal description, lot size, property dimensions, existing rights-of-way, easements or municipal corridors;
 - (2) The location of items listed in Column 1 of Tables 8.2.1.5, 8.2.1.6.A, 8.2.1.6.B, and 8.2.1.6.C, Division B of the *Building Code*;

- (3) The location of the proposed sewage system;
 - (4) The location of any unsuitable, disturbed, or compacted areas;
 - (5) Proposed access routes for system maintenance;
 - (6) Depth of bedrock;
 - (7) Depth to zones of soil saturation;
 - (8) Soil properties, including soil permeability;
 - (9) Soil conditions, including potential for flooding; and
- c) Submit the required fee(s) as prescribed in Schedule “A” of this by-law.

SECTION 5 - PLANS AND SPECIFICATIONS

- 5.1 Every *Applicant* shall submit sufficient information with each application for a *Permit* to enable the *Chief Building Official* to determine whether the proposed construction, demolition, change of use or transfer of *Permit* will comply with the requirements of the *Act*, the *Building Code*, any applicable law and any other pertinent information required.
- 5.2 Every application shall, unless otherwise specified by the *Chief Building Official*, be accompanied by one (1) complete set of plans and specifications as described herein as well as in Schedule “C” of this by-law.
- 5.3 The *Chief Building Official* may request additional sets of plans and specifications as deemed necessary.
- 5.4 The *Chief Building Official* may require plans and specifications and any other required documentation to be submitted in an electronic media format approved by the *Chief Building Official*.

SITE PLANS

- 5.5 At the discretion of the *Chief Building Official*, site plans shall be referenced to an up-to-date plan of survey, when required to demonstrate compliance with the *Act*, the *Building Code* or other applicable law.
- 5.6 Every site plan shall include:
- a) Lot size and the dimensions of property lines;
 - b) Existing and proposed finished ground levels or grades referenced to a geodetic datum illustrating lot grading and drainage;
 - c) Locations and dimensions of proposed and existing structures and their respective setback distances from property lines;
 - d) Location of, and distances to municipal drains;
 - e) On-site sewage system location and clearance distances;
 - f) Existing and proposed entrances;
 - g) Municipal roadway and driveway location;
 - h) Rights of way, easements, and the location of all services;
 - i) Calculated proposed lot coverage; and

- j) North arrow.

LOT GRADING

- 5.7 For every application for a *Permit* for construction, a grading and drainage plan shall be provided in accordance with the *Corporation's* "Grading and Drainage By-law" where applicable.
- 5.8 For every application for a *Permit* for construction on a property located within a registered subdivision, a grading and drainage plan shall be provided demonstrating compliance with the approved subdivision grading and drainage plan.
- 5.9 For every application for a *Permit* for construction on a property located within a Site Plan Control Area, a plan or plans shall be provided in accordance with the *Corporation's* "Site Plan Control By-law".

AS CONSTRUCTED PLANS

- 5.10 The *Chief Building Official* may request a Surveyor's Real Property Report (SRPR) and any other information as deemed necessary to assist in confirming compliance with the *Building Code*, the *Act* or any other applicable law as defined in the *Building Code*.

SECTION 6 - FEES

- 6.1 A fee shall be paid with every *Permit* application, calculated in accordance with Schedule "A". These fees may be amended by Council in accordance with the *Act*.
- 6.2 The minimum base fee payable on any application shall be \$250.00, unless noted otherwise.
- 6.3 Where the amount of a fee to be paid, as part of a *Permit* application, is based upon the *Building* category, floor area and/or value of the proposed Construction, the *Chief Building Official*, shall determine the appropriate *Building* class, floor area and/or value, and that determination shall be final.

ADMINISTRATIVE PERFORMANCE DEPOSIT

- 6.4 In addition to the fees due in accordance with Section 6.1, each application for a *Permit* shall also be subject to an Administrative Performance Deposit as set out in Schedule "B" of this by-law. The Administrative Performance Deposit shall be paid prior to issuing the *Building Permit* for all classes of *Permits* and shall be in addition to other *Permit* fees set out in Section 6.1. Where an Administrative Performance Deposit is due and unpaid, the *Chief Building Official* may refuse to issue the *Permit*. The Administrative Performance Deposit may be refunded to the *Owner* in accordance with the provisions of Schedule "B" of this by-law.
- 6.5 The Administrative Performance Deposit is collected by the *Corporation* to provide security that all necessary inspections are completed through the duration of construction and/or demolition to ensure that the *Permit* file can be appropriately closed at the conclusion of the *Work*.
- 6.6 Where additional fees are incurred by the *Applicant* and/or *Permit Holder* through the course of the construction or demolition process, these fees may be deducted from the submitted Administrative Performance Deposit or paid in full at each occurrence.
- 6.7 Where fees have been deducted from a submitted Administrative Performance Deposit, the *Corporation* may require the *Applicant*, at the discretion of the *Chief Building Official*, to pay funds into the Administrative

Performance Deposit necessary to restore the full amount of the Administrative Performance Deposit required by Schedule “B”.

- 6.8 Subject to the provisions of Schedule “B”, upon completion and closing of the *Permit* file, any Administrative Performance Deposit funds remaining will be refunded to the *Owner* at the time of final inspection.

PLAN RE-EXAMINATION FEES

- 6.9 The initial plans examination of a *Complete Application*, as well as the preparation of the plan’s examination report shall be included as a component of services provided for the *Permit* fee as identified in Schedule “A”.
- 6.10 In addition to the initial plan’s examination of a *Complete Application* as identified in subsection 6.9, a single follow up plans examination regarding addressing items identified in the plan’s examination report shall also be included as a component of service provided.
- 6.11 Notwithstanding subsections 6.9 and 6.10, any subsequent plan’s examination review beyond those identified as included in the *Permit* fee shall be subject to a secondary plan review fee based on a rate per hour of plans examination beyond those provided for in the cost of the *Permit*. This additional hourly rate shall be calculated by the *Chief Building Official* in accordance with the fee established in Schedule “A”.

FEE FOR EQUIVALENT MATERIAL CHANGES

- 6.12 Where an *Applicant* substantially revises proposed materials, systems, specifications, or a *Building* design after examination of a previous submission has already been undertaken, a re-examination fee shall apply as prescribed in Schedule “A”.

CONSTRUCTION / DEMOLITION WITHOUT A *PERMIT*

- 6.13 Notwithstanding the enforcement requirements of the *Act*, where a *Permit* application has been received, and where the construction has commenced in advance of the issuance of a *Permit*, the *Applicant* shall pay the required fee as prescribed in Schedule “A”.
- 6.14 The fee outlined in Section 6.13 shall not relieve any individual or corporate entity from complying with the *Building Code* and other applicable law or from any penalty prescribed by the *Act*, for commencing construction prior to obtaining a *Permit*.

RE-ACTIVATION OF A DORMANT APPLICATION

- 6.15 Where an *Applicant* has chosen to continue with the processing of a *Permit* application deemed dormant and where the dormant application has not been abandoned, the *Applicant* shall pay the prescribed fee as set out in Schedule “A”.

CONDITIONAL *PERMIT*

- 6.16 Where an application has been submitted for a Conditional *Permit*, in addition to the fee prescribed in Schedule “A”, the *Applicant* shall pay all the applicable fees prescribed in Schedule “A” for all the *Work* of the entire *Building*.
- 6.17 Notwithstanding subsection 6.16, where there is an additional application submitted for another Conditional *Permit*, the *Applicant* shall pay another fee for a Conditional *Permit* as prescribed in Schedule “A”.

OCCUPANCY PERMIT FEES

- 6.18 Occupancy inspections, as well as the preparation of the Occupancy *Permit* report shall be included as a component of services provided for the *Permit* fee as identified in Schedule “A”.
- 6.19 If the *Building* is occupied before the issuance of an Occupancy *Permit*, the *Permit Holder* and/ or *Owner* shall be subject to a surcharge as prescribed in Schedule “A”.

COMPLIANCE FEES FOR ORDERS

- 6.20 To offset additional investigative and administrative costs, a compliance fee as prescribed in Schedule “A” shall be paid for each Order which is issued pursuant to Section 12, 13 or 14 of the *Act*.
- 6.21 To offset additional costs associated with the investigation, inspection, administration and rectification of any unsafe *Buildings* pursuant to Section 15.9 of the *Act*, a compliance fee as prescribed in Schedule “A” shall be paid, where any Unsafe Building Order is issued pursuant to Subsection 15.9(4) of the *Act*, and an additional compliance fee as prescribed in Schedule “A” shall be paid where any Order Respecting Occupancy is issued pursuant to subsection 15.9(6) of the *Act*.
- 6.22 Payment of these compliance fees does not relieve any person or *Corporation* from complying with the *Act*, the *Building Code* or any applicable law.

ALTERNATIVE SOLUTION

- 6.23 Every application for an Alternative Solution shall be subject to a fee as prescribed in Schedule “A”.

THIRD PARTY EVALUATIONS

- 6.24 In any situation where the *Chief Building Official* requires a third-party evaluation, the *Applicant* shall be subject to any costs incurred by the *Corporation*, plus any fees and administrative charges, prescribed in Schedule “A”.

LIMITING DISTANCE AGREEMENT

- 6.25 Every *Applicant* that requests a Limiting Distance Agreement shall be subject to a fee as prescribed in Schedule “A”.
- 6.26 In addition to the fee described in subsection 6.25, the *Applicant* shall be subject to any costs incurred by the *Corporation* for any third-party evaluation, legal fees, or registration fees, plus any administrative charges as prescribed in Schedule “A”.

PART 10 CHANGE OF USE – PERMIT SURCHARGE

- 6.27 Even though no construction is being proposed, a change of use of a *Building* or part of a *Building* which requires a review pursuant to Part 10 of the *Building Code*, shall be subject to the prescribed surcharge in Schedule “A”.

PART 11 RENOVATION – PERMIT FEE

- 6.28 Every application that requires a review pursuant to Part 11 of the *Building Code*, shall be subject to the fees outlined in Schedule “A”.

DORMANT PERMITS

- 6.29 A *Permit* is deemed to be dormant, if after the fifth (5th) year of the date of issuance, the *Permit* has not been closed.
- 6.30 Despite Section 6.29, every *Permit* that was issued prior to January 1, 2017 and which has not been closed is deemed to be dormant.

PERMIT FEE INDEXING

- 6.31 *Building Permit* Fees set out in Schedule "A" attached hereto shall be adjusted without amendment to this by-law annually on January 1st of each year. The adjustment will be in accordance with the Bank of Canada's Annual Consumer Price Index over the past twelve (12) months using September 30th as the base index value from the previous year.

COLLECTION OF FEES

- 6.32 The Township may recover its costs of remedial action, if required, and/or any unpaid fees in the same manner as real property taxes, pursuant to the *Municipal Act*.

SECTION 7 - REFUNDS

- 7.1 The *Corporation* will issue a partial refund of fees paid, in an amount determined by subsection 7.2 below, if requested by an *Applicant* or *Permit Holder*, in writing, within thirty (30) days where the *Chief Building Official* revokes a *Permit* after it has been issued.
- 7.2 The *Chief Building Official* shall calculate the portion of any fee paid that may be refunded and authorize the payment thereof, based upon the functions undertaken by the *Corporation*, as follows;
- a) One hundred (100%) percent less the base fee if the application has been received and the *Permit* has not been issued;
 - b) Fifty (50%) percent if *Permit* has been issued and no field inspections have been performed subsequent to *Permit* issuance;
 - c) Fifty (50%) percent less an additional five (5%) percent for each field inspection that has been performed after the *Permit* has been issued.
- 7.3 Notwithstanding subsection 7.2, no refund shall be payable where the refund amount calculated in accordance with this Section is less than \$150.00.
- 7.4 Any amount authorized by the *Chief Building Official* to be refunded shall be paid to the person named on the fee receipt issued by the *Corporation* upon original payment of the fee, unless that person directs, in writing, that it be refunded to another person.

SECTION 8 - REQUIRED NOTICES FOR INSPECTIONS

- 8.1 The *Permit Holder* shall notify the *Chief Building Official* or a Registered Code Agency, where one is appointed, of each stage of construction for which a mandatory notice is required under Division C, Subsection 1.3.5. of the *Building Code*.
- 8.2 The *Permit Holder* shall notify the *Chief Building Official* or Registered Code Agency, where one is appointed, requesting an occupancy *Permit* be issued, for certain *Buildings* of residential occupancy in accordance with Article 1.3.3.4. of Division C of the *Building Code* and Section 11 of the *Act*.

- 8.3 A notice pursuant to Section 8 of this by-law is not effective until notice is received by the *Chief Building Official* or the Registered Code Agency, where one is appointed.
- 8.4 Notice shall be deemed to have been received when the *Chief Building Official* or a designated person within the building department makes a written or electronic record of the request for inspection.
- 8.5 Upon receipt of proper notice, the *Inspector* or Registered Code Agency, where one is appointed, shall undertake a site inspection of the *Building* to which the notice relates, in accordance with the time periods prescribed in Article 1.3.5.3. of Division C of the *Building Code*.
- 8.6 In addition to the notices prescribed in Article 1.3.5.1. of Division C of the *Building Code*, the *Permit Holder* shall give notice to the *Chief Building Official*, or Registered Code Agency, where one is appointed, of the readiness for inspection for the following stages of construction, where applicable:
 - a) Commencement of construction of,
 - i) Masonry fireplaces and masonry chimneys;
 - ii) Factory-built fireplaces and allied chimneys;
 - b) Substantial completion of site grading;
 - c) Substantial completion of the pool deck and dressing rooms for a public pool or public spa and readiness for inspection of the emergency stop system for a public pool or public spa; and
 - d) Completion of a *Building* for which an occupancy *Permit* is required under Article 1.3.3.4. or 1.3.3.5

DOCUMENTS ON SITE

- 8.7 During the duration of the *Work*, the *Permit Holder* shall:
 - a) Post in a conspicuous place on the property in respect to which the *Permit* was issued, a copy of the *Permit*;
 - b) Print a coloured copy of the drawings and specifications referred to in the application for a *Permit*, and leave on the property in respect to which the *Permit* was issued and ensure that these documents are always readily available for the *Inspector* on-site; and
 - c) Post a sign, poster or placard that is visible from the street indicating the civic address for the property in respect to which the *Permit* was issued.

SECTION 9 - ADMINISTRATION

FORMS

- 9.1 Forms prescribed for use as applications for *Permits* and administrative matters shall be as set out by the *Chief Building Official*.
- 9.2 Notwithstanding Subsection 9.1, prescribed forms will align with those provided by the Ministry of Municipal Affairs and Housing.

CHIEF BUILDING OFFICIAL DISCRETION

- 9.3 The *Chief Building Official* may waive some of the requirements of Section 5 or Schedule “C” of the by-law with respect to any application where it is deemed appropriate.

PROPERTY OF THE CORPORATION

- 9.4 Plans, specifications, documents, forms, and other information furnished according to this by-law or otherwise required by the *Building Code* and/or the *Act*, shall become the property of the *Corporation* and will be dealt with, including both disposal and retention, in accordance with relevant legislation and applicable municipal policies and procedures.

AGENCY LETTER

- 9.5 The *Chief Building Official* may sign an Agency Letter of Approval as required, i.e., liquor license application and tiny home compliance letter. The fee for such approval must be paid in full prior to issuing the letter to the *Applicant*. The fee shall be in accordance with Schedule “A” of this by-law.

SECTION 10 - CODE OF CONDUCT

- 10.1 The *Chief Building Official*, Deputy *Chief Building Official* and *Inspectors* appointed by by-law, shall comply with the code of conduct for *Building* officials set forth by the principal authority.

SECTION 11 - SEVERABILITY

- 11.1 In the event that any section, subsection, clause or provision of this by-law be declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of this by-law as a whole or any part thereof, other than the part so declared to be invalid.

SECTION 12 - ENFORCEMENT AND PENALTIES

OFFENCES

- 12.1 Any person who contravenes any provisions of this by-law is guilty of an offence:
- a) as provided for in Section 36 of the *Act*; and
 - b) a set fine as set out in Schedule “D” of this by-law.

COLLECTION

- 12.2 In addition to any penalties imposed through prosecution of an offence pursuant to this by-law, the *Corporation* is entitled to use all legal means at its disposal to collect the fees applicable pursuant to this by-law and to recover its costs if remedial action is taken. All collection methods lawfully applicable may be relied upon, including placement of unpaid fees on the tax collector’s roll for the property in question.

SECTION 13 - SCHEDULES TO BY-LAW

- 13.1 Schedules “A”, “B”, “C”, and “D” to this by-law are deemed to form part of this by-law.

SECTION 14 - DELEGATION OF AUTHORITY

- 14.1 That council authorize the *Chief Building Official* or designate the power to enter into agreements for conditional *Permits* and impose conditions or restrictions on behalf of the *Municipality*.
- 14.2 That council authorize the *Chief Building Official* or designate to enter into and execute limiting distance agreements under the *Building Code* that do not affect lands owned by the *Municipality* if the agreements do not impose any obligations on the *Municipality*.

SECTION 15 - REPEAL

15.1 By-laws 22-12 and 49-13 are hereby repealed in their entirety upon this by-law's final passing.

SECTION 16 - EFFECTIVE DATE

16.1 This by-law shall come into force and effect upon a third and final reading.

READ A FIRST AND SECOND TIME THE 4TH DAY OF APRIL 2022.

READ A THIRD AND FINAL TIME, PASSED SIGNED AND SEALED IN OPEN COUNCIL THIS 6TH DAY OF JUNE 2022.

MAYOR: _____ ***CLERK:*** _____

CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
SCHEDULE “A” TO BY-LAW 26-2022
CLASSES OF PERMITS AND PERMIT FEES

CLASS OF PERMIT		FEE
RESIDENTIAL		
1	Group “C” – Residential Single Family Dwelling, Semi-Detached, Duplex	\$ 250 Base Fee Per Unit + \$ 0.79/ft² +\$0.49/ ft² for additional floors
2	Group “C” Multi Residential (3 units or more)	\$ 250 Base Fee Per Unit + \$ 0.79/ft² +\$0.49/ ft² for additional floors
3	Group “C” Additions and Renovations (At the discretion of the CBO)	\$ 250 Base Fee + \$ 0.79/ft² +\$0.49/ ft² for additional floors and/or + \$ 13.60 per \$1,000 of Construction value
4	Group “C” – Porches, Decks (New Construction, repairs, and renovations)	\$ 250 Base Fee + \$ 0.49/ft²
5	Group “C” Garage, Carport, Accessory Building	\$ 250 Base Fee + \$ 0.79/ft² +\$0.49/ ft² for additional floors
NON-RESIDENTIAL (OTHER THAN FARM STRUCTURES), LARGER RESIDENTIAL (OTHER THAN CLASS 1-5)		
7	Group “A”, “B”, “C” ⁽³⁾ , “D”, “E”	\$ 250 Base Fee + \$ 0.79/ft² +\$0.28/ ft² for additional floors
8	Group “A”, “B”, “D”, “E” Interior Alterations or Renovations	\$ 250 Base Fee \$ 13.60 per \$1,000 of Construction value
9	Group “F” – Industrial	\$ 250 Base Fee + \$ 0.79/ft² +\$0.28/ ft² for additional floors
10	Group “F” – Industrial Interior Alterations or Renovations	\$ 250 Base Fee \$ 13.60 per \$1,000 of Construction value
11	Signs – Regulated under the OBC	\$ 250 Flat Fee
12	Tents – Regulated under the OBC	\$ 150 Flat Fee
13	Public Pools and Public Spas – Regulated under the OBC	\$400 Flat Fee
FARM STRUCTURES		
14	Livestock Facilities and Barns (New Construction and Additions)	\$ 250 Base Fee + \$ 0.49/ft²
15	Renovations and Repairs	\$250 Base Fee + \$13.60 per \$1,000 of Construction value
16	Silos and Grain Bins (Foundation Only)	\$ 250 Base Fee + \$ 0.28/ft²
17	Machine Sheds and Storage Buildings	\$ 250 Base Fee + \$ 0.49/ft²
18	Manure Pit	\$200 Flat Fee
DEMOLITION		
19	Demolition Permit	\$ 150 Flat Fee
20	Demolition Permit (Non-Residential)	\$150 Flat Fee
SEWAGE SYSTEMS		
21	Class 2, 3 and 4 sewage systems, less than 10,000 L/day	\$825
22	Class 5 Sewage Systems, Septic Tank Replacement, Septic Bed Replacement	\$500
23	Re-inspections, Additional Inspections	\$175 / visit
24	Minor Repairs (CBO Discretion)	\$200
25	Sewage System Inspection for	\$250

	Consent	
26	Sewage System Permit Revision (Design, Material Changes, etc.)	\$110
27	Sewage System File Search for Compliance Certificate and Related Drawings	\$100
28	Removal of Non-Compliance Notice Registered Against Property	\$500 + lawyer fees
ADMINISTRATIVE		
21	Building Permit where Construction started without a Building Permit being issued.	Two times the permit fee (Permit fee + \$ 5,000.00 Maximum)
22	Alternative Solution Application	\$ 75.00/Hr, \$ 300 Minimum Fee per application, + any third-party evaluation costs as may be required. Subject to Administrative Charges as per Schedule "A"
23	Conditional/Partial Permit Fee	25% surcharge - for each request / application (\$ 150.00 Minimum - \$ 3,000.00 Maximum)
24	Permit Applications pursuant to OBC Part 10 – Change of Use	\$250 Base Fee
25	Occupancy Permit Surcharge	\$ 500 Flat Fee
26	Re-Examination of Plans & Specs. (Design, Material Changes, etc.)	\$ 75 / Hr.
27	Dormant Application Renewal	\$ 150 Flat Fee
28	Permit Renewal (Section 4.33)	\$ 250 Flat Fee
29	Permit Transfer / Revocation Deferrals	\$ 100 Flat Fee
30	Agency Letter of Approval	\$ 100 Flat Fee (Includes 1 Inspection)
31	Third Party Costs and/or Peer Review (Engineering Fees, Studies, Reports, Plans, etc.)	At the Cost of the Applicants + 15% Administrative Charge
32	Administrative Charge	+15% as required
33	File Search/ Miscellaneous Charges	\$ 125 / Hr.
34	Limiting Distance Agreement	\$ 200 per agreement, + any third party costs as may be required. Subject to Administrative Charge as per Schedule "A"
35	Administrative Performance Deposit	As per Schedule "B"
36	Orders Issued pursuant to Section 12 or 13 of the Building Code Act (Order to Comply / Order not to Cover / Uncover)	\$ 100 Flat Fee / Order
37	Orders Issued pursuant to Section 14 of the Building Code Act (Stop Work Order)	\$ 300 Flat Fee / Order
38	Orders Issued pursuant to Section 15.9 of the Building Code Act (Unsafe Building)	\$ 500 Flat Fee / Order
39	Registration of Order on Title	\$250 + lawyer fees
40	Inspection Pertaining to a Confirmed Order	\$100 / Inspection
40	Township Undertakes to Complete the Work	Cost of the work performed + 15% Administrative Charge
39	Swimming Pool Enclosure (with or without deck)	\$150 Flat Fee + 0.49/ft ² of deck
40	Solid Fuel Burning Appliance	\$150 Flat Fee
41	Moving Permit	\$250 Flat Fee

CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
SCHEDULE “A” TO BY-LAW 26-2022
CLASSES OF PERMITS AND PERMIT FEES

INTERPRETATION NOTES TO SCHEDULE “A”

In addition to referring to the *Building Code* or the *Act*, in determining the fees under this by-law, the *Chief Building Official* may have regard to the following explanatory notes as may be needed in the calculation of *Permit* fees. (See all notations of footnotes below):

- 1) Where a fee is not listed in schedule A, a fee shall be paid in the amount of \$13.60 for each \$1000.00 or part thereof of the construction value prescribed by the *Chief Building Official*;
- 2) Except for classes of *Permits* subject to flat rates, fees shall be based on the appropriate measure of the floor area of the *project*;
- 3) Floor area of the proposed *Work* is to be measured to the outer face of exterior walls and to the centre line of party walls or demising walls;
- 4) Multi-Residential *Buildings* not exceeding 3 storeys and/or 600m² in gross area, regardless of any firewalls shall be calculated in accordance with Class 2, all other Multi-Residential *Buildings* will be calculated in accordance with Class 7;
- 5) The *Chief Building Official* when determining the value of *Work* shall use current recognized construction cost index in determining the actual cost of construction;
- 6) In the case of interior alterations or renovations, area of proposed *Work* is the Actual space receiving the *Work* (i.e. tenant space);
- 7) Mechanical penthouses and floors, mezzanines, lofts, habitable attic and interior balconies are to be included in all floor area calculations;
- 8) Except for interconnected floor spaces, no deduction is made for openings within floor areas (i.e. stairs, elevators, escalators, shafts, ducts and similar openings);
- 9) Unfinished basements for single family dwelling, semi-detached, duplexes and rowhouses are not included in the floor area;
- 10) Corridors, lobbies, washrooms, lounges, and similar areas are to be included and classified according to the major classification for the floor area on which they are located.

**CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
SCHEDULE “B” TO BY-LAW 26-2022
ADMINISTRATIVE PERFORMANCE DEPOSIT**

VALUE OF WORK	REFUNDABLE
RESIDENTIAL (EXCEPT SEWAGE SYSTEMS)	
Value less than \$ 25,000.00	N/A
Value between \$ 25,000.00 and \$99,999.99	\$ 500.00
Value between \$ 100,000.00 to \$ 299,999.99	\$ 2,000.00
Value between \$ 300,000.00 to \$ 499, 999.99	\$ 3,000.00
Value equal to or over \$500,000.00	\$ 4,000.00
NON-RESIDENTIAL (EXCEPT SEWAGE SYSTEMS & FARM STRUCTURES)	
Value less than \$ 50,000.00	N/A
Value between \$ 50,000.00 and \$ 299,999.99	\$2,000.00
Value between \$ 300,000.00 and \$ 999,999.99	\$5,000.00
Value equal to or over \$1,000,000.00	\$ 8,000.00

INTERPRETATION NOTES TO SCHEDULE “B”

In determining the value of *Work* under this by-law, the *Chief Building Official* may have regard to the following explanatory notes as may be needed in the calculation of *Permit* fees:

- 11) The value of *Work* shall be the estimated cost of construction as declared on the *Permit* application form, or calculated by the *Chief Building Official*, whichever is greater;
- 12) The *Chief Building Official* when determining the value of *Work* shall use a current industry recognized construction cost index in determining the actual cost of construction;
- 13) For clarification, an Administrative Performance Deposit shall apply to all *Permits* that are issued by the *Corporation*.

REFUND OF ADMINISTRATIVE PERFORMANCE DEPOSIT

- 14) Once a *Permit* has been closed, the *Chief Building Official*, shall refund the remaining Administrative Performance Deposit Fee in whole or in part to the *Owner* at time of final inspection, in accordance with the following provisions:
 - a) One hundred percent (100%) of the Administrative Performance Deposit is to be refunded if the *Work* and all required inspections are fully completed within two (2) years of the date of issuance of the *Permit*;
 - b) Seventy-five percent (75%) of the Administrative Performance Deposit is to be refunded if the *Work* and all required inspections are fully completed within three (3) years of the date of issuance of the *Permit*;
 - c) Fifty percent (50%) of the Administrative Performance Deposit is to be refunded if the *Work* and all required inspections are fully completed within four (4) years of the date of issuance of the *Permit*;
 - d) Twenty-five percent (25%) of the Administrative Performance Deposit is to be refunded if the *Work* and all required inspections are completed within five (5) years of the date of issuance of the *Permit*; and
 - e) No refund of the Administrative Performance Deposit will be awarded if the *Work* and all required inspections are not fully completed within five (5) years of the date of the issuance of the *Permit*. This will not relieve the *Permit Holder* of obligations under any regulations of any by-law, the *Building Code*, or the *Act*.

- 15) The refund of the whole or part of the Administrative Performance Deposit shall not be deemed a waiver of any provisions of any by-law or requirements of the *Building Code*, or the *Act*. Also, the refund shall not be construed as a certification or guarantee that the *Building* for which a *Permit* was issued meets all the requirements of the *Building Code* or regulations made thereunder.

CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
SCHEDULE “C” TO BY-LAW 26-2022
PLANS AND DOCUMENTS REQUIRED FOR PERMIT APPLICATIONS

- 1.0 Except as noted in Section 2.1 of this Schedule, every *Permit* application shall be accompanied by one copy of the following plans, specifications and/or documents:
- 1.1 Residential – Single Detached, Semi-Detached, Duplex, Rowhouse:
- a) Site Plan
 - b) Grading and Drainage Plan (if applicable)
 - c) Foundation Plan
 - d) Floor Plans
 - e) Building Elevations
 - f) Floor, Wall, and Roof Cross Sections as required (minimum of one section through each staircase)
 - g) Air-Barrier and Vapour-Barrier location details
 - h) Floor Framing Plan or Pre-Engineered Floor Truss Layout
 - i) Roof Framing Plan or Pre-Engineered Roof Truss Layout
 - j) LVL Specifications (if applicable)
 - k) Heat Loss Calculations and Duct Layout
 - l) Mechanical Ventilation Design Summary
 - m) Energy Efficiency Design Summary (SB-12)
 - n) Complete Sewage System Permit Application
 - o) Entranceway Permit Application (if applicable)
- 2.0 All Other Uses:
- a) Ontario Building Code Matrix
 - b) Commitment to General Review
 - c) Site Plan

- d) Grading and Drainage Plan (if applicable)
- e) Foundation Plans
- f) Floor Plans
- g) Roof Plans
- h) Reflected Ceiling Plans
- i) Building Elevations
- j) Cross Sections and Assemblies
- k) Architectural Plans
- l) Structural Plans
- m) Mechanical Plans
- n) Plumbing Plans, including elevation drawings of Plumbing layout
- o) Electrical Plans
- p) Fire Separation Plans
- q) Fire Protection Plans
- r) Door and Window Schedules
- s) Energy Efficiency Design Summary (SB-10)
- t) Required Specifications

3.0 Exceptions:

- 3.1 The *Chief Building Official* may require additional copies of plans, specifications, or documents of any, or all of the required information specified in this schedule due to the scope of the *Work*.

**CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
SCHEDULE "D" TO BY-LAW 26-2022
SET FINE SCHEDULE
PART 1 PROVINCIAL OFFENCES ACT
BUILDING CODE ACT**

SHORT FORM WORDING	PROVISION CREATING OR DEFINING OFFENCE	SET FINE
Fail to comply with an Order or Direction	Section 36(1)(b)	\$350
Obstructing an Inspector	Section 19(1)	\$500
Obstructing the visibility or removing an Order	Section 20	\$350

Note: The general penalty provision for the offences listed above is Section 36 of Building Code Act, 1992, S.O. 1992, Chapter 23 as amended.



STAFF REPORT

S.R. No. 69-2022

PREPARED BY: Veronique Brunet, Manager of Municipal Law Enforcement

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 6th, 2022

SUBJECT: Delegation of Authority – Nuisance By-law

BACKGROUND:

1. The Township's Nuisance By-law 20-2016 requires residents to apply for a Temporary Nuisance Exemption Permit (TNEP) to be exempted from any section of the by-law that may cause a temporary nuisance.
2. In order to obtain the TNEP, the applicant must make an application to Council requesting an exemption from any provision of the by-law. Council then has the authority by resolution to refuse, modify or grant the exemption.
3. Following the issuance of a TNEP, Administration keeps it on record in case a complaint is filed regarding the event and a copy is provided to the Township's Ontario Provincial Police (OPP) Liaison. The OPP is made aware of the TNEP since they have the power to enforce our Nuisance By-law during Township off-hours.

ANALYSIS:

4. Administration has received a surplus of applications in 2022 for a TNEP related to events, as some venues have added it to their requirements for renting the location.
5. In order to facilitate the process and reduce items brought forward to Council, Administration recommends providing the Manager of Municipal Law Enforcement the delegated authority from Council to refuse, modify or grant the exemptions as they are received and reviewed.

IMPACT ON 2022 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

Goal 3: Strengthen the effectiveness and efficiency of our organization

Goal 5: Improve internal and external communications

5.3 Explore opportunities to enhance and improve the delivery of customer service

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 69-2022 be received and that By-law 35-2022, being a by-law to delegate authority to the Manager of Municipal Law Enforcement to approve, modify, or refuse applications for a Temporary Nuisance Exemption Permit be read a first, second and third time, passed, signed and sealed in open council this 6th day of June 2022.

**Recommended to Council for
Consideration by:
CAO – TIM MILLS**

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 35-2022
FOR THE YEAR 2022**

BEING A BY-LAW TO DELEGATE AUTHORITY TO APPROVE, MODIFY, OR REFUSE APPLICATIONS FOR A TEMPORARY NUISANCE EXEMPTION PERMIT.

WHEREAS, the *Municipal Act, 2001*, c.25 S 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act 2001*, c. 25 S. 5(3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS By-law 20-2016 regulates or prohibits public nuisances within the Township of South Glengarry;

AND WHEREAS By-law 20-2016 Section 10 provides that any person may make application to Council to be granted an exemption from any of the provisions of the by-law;

AND WHEREAS Council deems it necessary to delegate authority to the Manager of Municipal Law Enforcement to approve, modify or refuse applications for a temporary nuisance exemption permit.

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

1. **THAT** authority is hereby delegated to the Manager of Municipal Law Enforcement to approve, modify or refuse applications for a temporary nuisance exemption permit, pursuant to By-law 20-2016.
2. **THAT** the Manager of Municipal Law Enforcement will report to Council on any actions taken under the delegated authority on an annual basis.
3. **THAT** all other provisions of By-law 20-2016 shall remain in force and effect.

READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS 6TH DAY OF JUNE 2022.

MAYOR: **CLERK:**

**TOWNSHIP OF SOUTH GLENGARRY
BY-LAW No. 20-2016
FOR THE YEAR 2016**

A BYLAW TO PROHIBIT OR REGULATE PUBLIC NUISANCES WITHIN THE TOWNSHIP OF SOUTH GLENGARRY

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, S.129 provides that a municipality may pass by-laws prohibiting and regulating noise within the municipality;

AND WHEREAS the people have a right to and should be ensured an environment free from unusual, unnecessary or excessive sound or noise which may degrade the quality of life or cause nuisance;

AND WHEREAS Sections 120, 121, 127, 128, and 129 provide for a municipality to pass bylaws to regulate fireworks, explosives, littering, nuisances, and noise;

AND WHEREAS Council has, in good faith, determined that certain activities should be regulated and/or prohibited within the Municipality;

NOW THEREFORE the Council of The Township of South Glengarry in partnership with the member municipalities within the United Counties of Stormont, Dundas and Glengarry, enacts as follows.

DEFINTIONS

1. Short Title

This bylaw may be cited as the "Nuisance Bylaw."

2. Interpretation

(1) For the purposes of this bylaw, the following terms shall have the corresponding meaning;

- (a) "Construction" includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, moving, land clearing, earth moving, grading, excavating, the laying of pipe and conduit whether above or below ground level, street and highway building, concreting, equipment installation and alteration and the structural installation of construction components and materials in any form or for any purpose, and in any form or for any purpose, and includes any work in connection therewith;
- (b) "Disorderly conduct" refers to petty misdemeanors, breaches of the peace, loitering, unruly behavior, yelling obscenities, or any other action deemed to be against public order and decency;
- (c) "Graffiti" shall mean markings of any kind placed on property that does not belong to the person or artist making such marks;
- (d) "Motorized vehicle" includes an automobile, motorcycle, and any other vehicle propelled or driven otherwise than by muscular power; does not include motor vehicles running only upon rails, or a motorized snow machine, traction engine, farm tractor, self-propelled implement of husbandry or road-building machine within the meaning of the Highway Traffic Act;
- (e) "Municipality" means the land within the geographic limit of the enacting municipality of this bylaw;
- (f) "Noise" means sound that is of such a volume or nature that it is likely to disturb the inhabitants of the municipality;

- (g) "Nuisance" means a noise or an activity listed in Schedule 1 or Schedule 2 of this bylaw;
- (h) "Officer" means an officer of the municipality responsible for enforcement of bylaws or a police officer or a peace officer appointed under the Police Services Act;
- (i) "Person" means an individual, firm, corporation, partnership, association or organization, including a charitable organization;
- (j) "Point of reception" means any point on the premises of a person where noise or vibration originating from other than those premises is plainly audible, which means the sound in question can be easily detected, without undue effort, by a disinterested person with no hearing disability;
- (k) "Public" means a place outdoors to which the public is ordinarily invited or permitted access and, for greater certainty, shall include sidewalks, streets, any portion of a road allowance, parking lots, swimming pools, conservation area, parks, and playgrounds; school grounds; land premises or buildings owned, managed or maintained by the Municipality;
- (l) "Villages and Hamlets" means those areas falling within the boundaries identified by the SD&G Official Plan for Rural and Urban Settlement Areas

GENERAL PROVISIONS

3. General Prohibitions

No person shall cause or permit to exist any unusual noise, or noise likely to disturb the inhabitants of the Municipality.

4. Prohibition by Activity

No person shall emit or cause or permit the emission of noise or a nuisance, resulting from any activity listed in Schedule 1 – General Prohibitions.

5. Prohibitions by Time

No person shall emit or cause or permit the emission of noise or a nuisance, resulting from any activity listed in Schedule 2 – Prohibitions by Time and which has a sound clearly audible at a point of reception anywhere within the municipality.

6. Exemption

Notwithstanding any other provision of this bylaw, it shall be lawful to emit or cause or permit the emission of sound or vibration in connection with emergency measures undertaken;

7. Exemption of Activities

This bylaw shall not apply to a person who emits or causes or permits the emission of noise or vibration in connection with any of the activities listed on Schedule 3 – Exemption of Activities.

8. Exemption of Normal Farm Practices

This bylaw shall not apply to a person who emits or causes or permits the emission of noise or vibration in connection with normal farming practices within the meaning of the *Farming and Food Protection Act*, 1998, S.O. 1998, c.1 as amended.

9. Exemption by Permit

This bylaw shall not apply to a person who has in their possession, at the time of producing the noise or nuisance, a Temporary Exemption Permit issued under Schedule 4 and which explicitly exempts the activity producing the noise or nuisance within a specified time period.

ADMINISTRATION

10. Grant of Exemption by Council

- (1) Notwithstanding anything contained in this bylaw, any person may make application to Council to be granted an exemption from any of the provisions of this law with respect to any nuisance for which he might be prosecuted and Council, by resolution, may refuse to grant any exemption or may grant the exemption applied for or any exemption of lesser effect, and any exemption granted shall be in the form established in Schedule 4.
- (2) A breach of any of the terms or conditions of any exemption granted by Council shall render the exemption null and void.

11. Severability

If a court of competent Jurisdiction should declare any section or part of a section of this bylaw to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the bylaw and it is hereby declared that the remainder of the bylaw shall be valid and shall remain in force.

12. Enforcement Authority

This bylaw shall be enforced by an officer of the municipality responsible for enforcement of bylaws or a police officer or a peace officer appointed under the *Police Services Act*.

13. Officer Right of Entry

An officer shall have the right of entry on any property for the purpose of carrying out an inspection to determine whether this bylaw is being complied with and for the enforcement of this bylaw, provided that any such entry shall be in accordance with ss. 435-439 of the *Municipal Act*, 2001.

14. Order to Discontinue Activity

- (1) An officer may order a person to cease creating a nuisance and/or that all persons not residing on the premises shall leave the premises where the nuisance was occurring.
- (2) An order under this section may be given verbally or may be served personally to the person to whom it is directed.
- (3) No person shall fail to leave the premises after having been directed to leave the premises pursuant to an order to discontinue an activity under this bylaw.

15. Obstruction of Officer

- (1) No person shall obstruct, hinder or interfere with an Officer of this By-law in the performance of their duties.

16. Offence and Penalties

- (1) Any person who contravenes any of the provisions of this bylaw is guilty of an offence and upon conviction is liable to a fine as provided for in the *Provincial Offences Act* or as set out in the *Provincial Offences Act* or any successor,

- (2) In addition to any penalty imposed and any other remedy, a court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order,
- a) Prohibiting the continuation or repetition of the violation by the person convicted; and
 - b) Require the person convicted to correct the contravention in the manner and within the period that the court considers appropriate.

17. Enactment

This by-law shall come into force and take effect upon final reading thereof.

**READ A FIRST, SECOND AND THIRD TIME, PASSED,
SIGNED AND SEALED IN OPEN COUNCIL THIS 8th DAY OF
FEBRUARY 2016.**



Mayor

Mayor Ian McLeod



Clerk

Marilyn LeBrun – Clerk

Schedule 1 – General Prohibitions

1. No person shall conduct the following activities so as to constitute a public nuisance whether occurring on public or private property,
 - a. Disorderly conduct;
 - b. Public drunkenness or public intoxication;
 - c. The deposit of refuse on public or private property;
 - d. Damage to or destruction of public or private property including the production of graffiti;
 - e. Pedestrian traffic, vehicular traffic, or illegal parking that obstructs the free flow of traffic or could interfere with the ability to provide emergency services;
 - f. Public disturbances, including public brawls or public fights;
 - g. Racing of any motor vehicle other than in a lawful racing event approved by the Municipality.
 - h. The operation of a motor vehicle in such a way that creates unnecessary noise such as the sounding of the horn, revving of engine and the squealing of tires.
 - i. The operation of a motor vehicle or a motor vehicle with a trailer resulting in banging, clanking, squealing or other like sounds due to an improperly secured load or equipment, or inadequate maintenance.
 - j. The operation of an air conditioner, water pump, heat pump or any equipment that is not in proper working order.
 - k. The detonation of fireworks or explosive devices in an unsafe manner or in a manner that would have an undesirable outcome at a point of reception.
2. No person shall urinate or defecate in a public place.
3. No person shall knock over or attempt to knock over a Canada Post mailbox, Canada Post relay box, newspaper box, blue box, bench, fence, and picnic table or garbage container. This section shall not apply to Municipal employees, or any other person under contract with the Municipality while exercising their authorized duties on behalf of the Municipality.
4. No person shall discharge firearms within villages or hamlets.
5. No person shall operate any auditory signaling device, including but not limited to the ringing of bells or gongs and the blowing of horns or sirens or whistles, or the production, reproduction or amplification of any similar sounds by electronic means, except where required or authorized by law or in accordance with good safety practices.

Schedule 2 – Prohibitions by Time

Activity	Prohibited Period of Time
1. The sounds from or created by any radio, phonograph, tape player, television, public address system, sound equipment, loud speaker, or any musical or sound producing instrument of whatever kind when the same is played or operated in such manner or with such volume as to disturb the peace, quiet, comfort or repose of any individual in any office, dwelling house, apartment, hotel, hospital, or any other point of reception.	11:00 pm one day to 7:00 am the next day (9:00 am on Sundays)
2. Yelling, shouting, hooting, whistling or singing.	11:00 pm one day to 7:00 am the next day (9:00 am on Sundays)
3. Detonation of fireworks or explosive devices.	11:00 pm one day to 7:00 am the next day (9:00 am on Sundays)
4. Operation of any construction equipment or construction activities	11:00 pm one day to 7:00 am the next day (9:00 am on Sundays)
5. Operation or use of powered equipment for domestic purposes (i.e. lawn mower, leaf blowers, chain saw, power tools or other similar devices) other than powered equipment related to snow removal	11:00 pm one day to 7:00 am the next day (9:00 am on Sundays)
6. The operation of any motorized vehicle for personal use and enjoyment, including snowmobiles, all-terrain vehicles and off-road motorcycles on one's property	11:00 pm one day to 7:00 am the next day (9:00 am on Sundays)
7. The operation of a combustion engine which is, is used in, or is intended for use in, a toy, or a model or replica of any device, which model or replica has no function other than amusement.	11:00 pm one day to 7:00 am the next day (9:00 am on Sundays)
8. Loading, unloading, delivering, packing, unpacking, or otherwise handling any containers, products, materials, or refuse, whatsoever, unless necessary for the operation of essential services or the moving of private household effects.	11:00 pm one day to 7:00 am the next day (9:00 am on Sundays)

Schedule 3 – Exemption of Activities

The following is a list of activities and sources of noise of which Council considers to be exempt from the provisions of this bylaw.

1. Road and bicycle races authorized by the municipality;
2. Regimental salutes;
3. Parades authorized by the municipality;
4. Midways and circuses authorized by the municipality;
5. Sporting, recreational and entertainment events in public parks, buildings or grounds authorized by the municipality;
6. Musical and other performances in public parks, buildings or grounds authorized by the municipality;
7. Special neighbourhood social activities on streets or other public land authorized by the municipality;
8. Transformers and diesel operated pumps owned by the municipality and necessary preventive maintenance work undertaken by the municipality;
9. Necessary municipal operations, including but not limited to snow clearing, street cleaning and garbage collection, undertaken by or on behalf of the municipality;
10. Snow removal that is essential for the normal operation of a business;
11. The operation of emergency vehicles;
12. Educational and political events authorized by the municipality;
13. Church and school bells ringing.

Schedule 4 – Application to Council

**Application for Temporary Exemption Permit
To Nuisance Bylaw 2016-20**

Applicant Name	Last	First
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Applicant Address	Street	Postal Code
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Applicant's Phone Number

Group or Organization

Event Title

Date of Event	Time of Event
(If event is being held over more than one day, specify times for each day)	

Description of Event – include the source of sound or vibration in respect of which the exemption is being sought:
--

State the particular provision or provisions of the bylaw from which the exemption is being sought
--

Authorization:

Date

Signature

Clerk

Schedule 5 – Set Fines

PART I - PROVINCIAL OFFENCES ACT

Township of South Glengarry

By-law 2016-20, “Nuisance By-law”

	COLUMN 1	COLUMN 2	COLUMN 3
Item	Short Form Wording	Provision Creating or Defining the Offence	Set Fine
1.	Disorderly conduct	Section 4 Schedule 1-1(a)	\$350.00
2.	Public drunkenness or public intoxication	Section 4 Schedule 1-1(b)	\$350.00
3.	The deposit of refuse on public or private property	Section 4 Schedule 1-1(c)	\$350.00
4.	Damage/Graffiti of public or private property	Section 4 Schedule 1-1(d)	\$350.00
5.	Obstructing/Interfering the free flow of traffic	Section 4 Schedule 1-1(e)	\$350.00
6.	Public disturbances / fighting	Section 4 Schedule 1-1(f)	\$350.00
7.	Unlawfully racing a motor vehicle	Section 4 Schedule 1-1(g)	\$350.00
8.	Operation of a motor vehicle so as to squeal tires, etc.	Section 4 Schedule 1-1(h)	\$350.00
9.	Operation of a motor vehicle/trailer causing noise from improper load or maintenance	Section 4 Schedule 1-1(i)	\$350.00
10.	Causing or permitting noise from mechanical equipment that is not properly maintained.	Section 4 Schedule 1-1(j)	\$350.00
11.	Improper or unsafe use of Fireworks	Section 4 Schedule 1-1(k)	\$350.00
12.	urinating or defecating in a public place	Section 4 Schedule 1-2	\$350.00
13.	Knock over or attempt to knock over a mail box, picnic table, garbage container, etc.	Section 4 Schedule 1-3	\$350.00
14.	Discharging firearms within Villages and Hamlets	Section 4 Schedule 1-4	\$350.00

Schedule 5 – Set Fines
PART I - PROVINCIAL OFFENCES ACT

Township of South Glengarry

By-law 2016-20, “Nuisance By-law”

	COLUMN 1	COLUMN 2	COLUMN 3
Item	Short Form Wording	Provision Creating or Defining the Offence	Set Fine
15.	Causing or permitting noise from a vehicle horn or other warning device, sirens etc.	Section 4 Schedule 1-5	\$350.00
16.	Causing or permitting noise from any radio, television, loud speaker, etc. during prohibited times	Section 5 Schedule 2-1	\$350.00
17.	Yelling, shouting, hooting, whistling or singing during prohibited times	Section 5 Schedule 2-2	\$350.00
18.	Detonation of Fire Works or Explosives during prohibited times	Section 5 Schedule 2-3	\$350.00
19.	Operation of any construction equipment / activity during prohibited times	Section 5 Schedule 2-4	\$350.00
20.	Operation of domestic equipment, lawnmower, chainsaw, etc. during prohibited times	Section 5 Schedule 2-5	\$350.00
21.	Operation of personal motorized vehicle on ones property during prohibited times	Section 5 Schedule 2-6	\$350.00
22.	Operation for amusement a combustion engine during prohibited times	Section 5 Schedule 2-7	\$350.00
23.	Loading, unloading and material handling during prohibited times	Section 5 Schedule 2-8	\$350.00
24.	Failing to leave the premises after having been directed to do so.	Section 14(3)	\$350.00
24.	Obstructing or interfering with an officer in the performance of their duty	Section 15	\$350.00

NOTE: the general penalty provisions for the offences listed above is section 16 of By-law 2016-20 a copy of which has been filed.



STAFF REPORT

S.R. No. 71-2022

PREPARED BY: Joanne Haley, GM Planning, Building and Enforcement

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 6, 2022

SUBJECT: Request to Refund a Minor Variance Application

BACKGROUND:

1. In 2010 a Housekeeping Zoning By-law Amendment was approved which resulted in corrections being made to the text for typographical errors, to the mapping schedules, as well as to introduce new definitions, general provisions and zoning standards. Upon approval, the amendment was added to the Zoning By-law and placed on the website for the public to refer to.
2. Recently, property owners, Joanne and Mark Williams from the Village of Lancaster embarked on a process to build a detached garage. Mr. Williams communicated with the Planning and Building Department regarding the requirements for the proposed garage and was directed to our Zoning By-law located on our website.
3. Following the submission and review of a building permit application for the garage, it was revealed that the proposed garage exceeded the permitted height limits stipulated in the Zoning By-law. This was then communicated to the applicants whereby a discrepancy in the Zoning By-law was discovered.
4. On May 14, 2022, the applicants submitted a request to Council to have their application fee refunded, explaining the situation (see attached request).

ANALYSIS:

5. A review of the Zoning By-law revealed a typographical error whereby the word "detached" was corrected in the 2010 Housekeeping Amendment; however, the incorrect version was posted with the Zoning By-law.
6. The correct version of the by-law was obtained from the Clerk and was posted immediately to avoid further errors.
7. See the excerpt of the by-law below which read "detached garages" but was corrected to state "attached garages", as attached garages are permitted to be the same height of a dwelling as they are part of the dwelling:

- b. Section 3.1 (4) by adding the following sentence at the end of the provision:
and the maximum height shall be 4.5 metres (14.76 feet) this does not include detached garages.
- 8. Because the William's were ready to proceed with the construction of their garage as soon as possible, a minor variance application was received, reviewed, and circulated for the Committee of Adjustment to consider at the June 6, 2022, Committee of Adjustment meeting.
- 9. Administration regrets the error in the amending By-law and recommends to Council to refund the \$400.00 application fee to the applicants Joanne and Mark Williams.

IMPACT ON 2022 BUDGET:

- 10. A loss of \$400 revenue, which is used to assist with the costs to process the application.

ALIGNMENT WITH STRATEGIC PLAN:

N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 71-2022 be received and that the Council of the Township of South Glengarry authorizes that Joanne and Mark Williams be refunded the \$400.00 minor variance application fee due to a typographical error in the Zoning By-law.

**Recommended to Council for
Consideration by:
CAO – TIM MILLS**

From: [Mark Williams](#)
To: [Kelli Campeau](#)
Cc: [Stephanie Jaworski](#)
Subject: Minor Variance fee refund request- Williams 25 Front Street Lancaster
Date: May-14-22 5:45:32 PM
Attachments: [Minor variance receipt.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Kelli Campeau

I am contacting you to request a refund of the sum of \$400 paid for a minor variance required for planning permission and construction of our detached garage.

Prior to planning and designing the detached garage I contacted the Township of South Glengarry in January 2022. I wanted to exercise due diligence and ensure that my project met all current bylaws. They sent me the Comprehensive Zoning Bylaw to use as reference that was current at that time and posted on the township website prior to May 11, 2022. My Architect designed the detached garage according to these specifications and Zoning requirements R2. Following my application to the Township for a building permit at the beginning of May, I was made aware that there was an error in the Comprehensive Zoning Bylaw pertaining to the maximum height of Auxiliary buildings, specifically detached garages in Sections 1b and 3.1(4) as follows:

1b. -Section 3.1(4) by adding the following sentence at the end of the provision: and the maximum height shall be 4.5 meters (14.76 feet) this does not include detached garages.

3.1(4) -were an accessory use building, or structure for a residential lot is located in a Residential Zone or Estate Residential Zone, the maximum gross floor area shall not exceed fifty square metres (50m²[538ft²]) and the maximum lot coverage shall not exceed (10%). The minimum interior yard and rear yard setbacks shall be 1.2 meters(3.94ft) and the maximum height shall be 4.5 metres (14.76 feet) this does not include detached garages.

I am told the Bylaw should read "this does not included **attached garages**. Not detached garages . As a result of being notified after our plans had been submitted for approval of the "house keeping error" in the bylaw it was too late to alter these plans or redesign the detached garage without additional financial costs. My initial intentions were to meet all bylaw requirements and not have to apply for any minor variances that would incur additional costs and time delays. If I was made aware of this error prior , our detached garage, slab and roof trusses would have been designed for a single story detached garage not a detached garage of it's proposed size that exceeds the zoning bylaw height of 4.5m by just a few centimeters. I also believe it is important to mention that I had been in contact with the planning department several times between Jan 2022 and May 2022, at no point was there any mention of the error.

After discussion with the South Glengarry Planning department , Bylaw officers and other Township officials, we feel it is justified to request this refund of the minor variance fee (\$400). Please find attached receipt.

Thank-you for your time and understanding.

Mark Williams
25 Front Street Box 385
Lancaster Ontario
K0C 1N0

613-330-7698



STAFF REPORT

S.R. No. 72-2022

PREPARED BY: Joanne Haley, GM Planning, Building and Enforcement

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 6, 2022

SUBJECT: Cairnview Estates Draft Plan Approval Extension

BACKGROUND:

1. The United Counties of SDG and the Township of South Glengarry received a request from the new property owner of the land known as Cairnview Estates Subdivision to extend draft plan approval for a period of two years on the remaining unregistered phases of the subdivision (see attached draft plan).

ANALYSIS:

2. The United Counties issued draft plan approval on the unregistered phases in Cairnview Estates in June 2007. The *Planning Act* permits draft plan approval to be issued for a period of three years; therefore, the approval expired in June 2010.
3. The *Planning Act* also allows for draft plan approval extensions to be granted subject to the support of the municipality and approval from the approval authority (United Counties). The Township of South Glengarry supported a two-year extension in 2020 and expires in June 2022.
4. Typically, draft plan approval extensions are requested and approved annually; however, the *Planning Act* permits the approval authority to specify the time. To support a two-year extension, Administration considered the following:
 - a. Water and wastewater capacity
 - b. Possible changes to the Official Plan
 - c. Possible changes to the Zoning By-law
5. Administration has no concerns recommending that Council support this request.

IMPACT ON 2022 BUDGET:

N/A

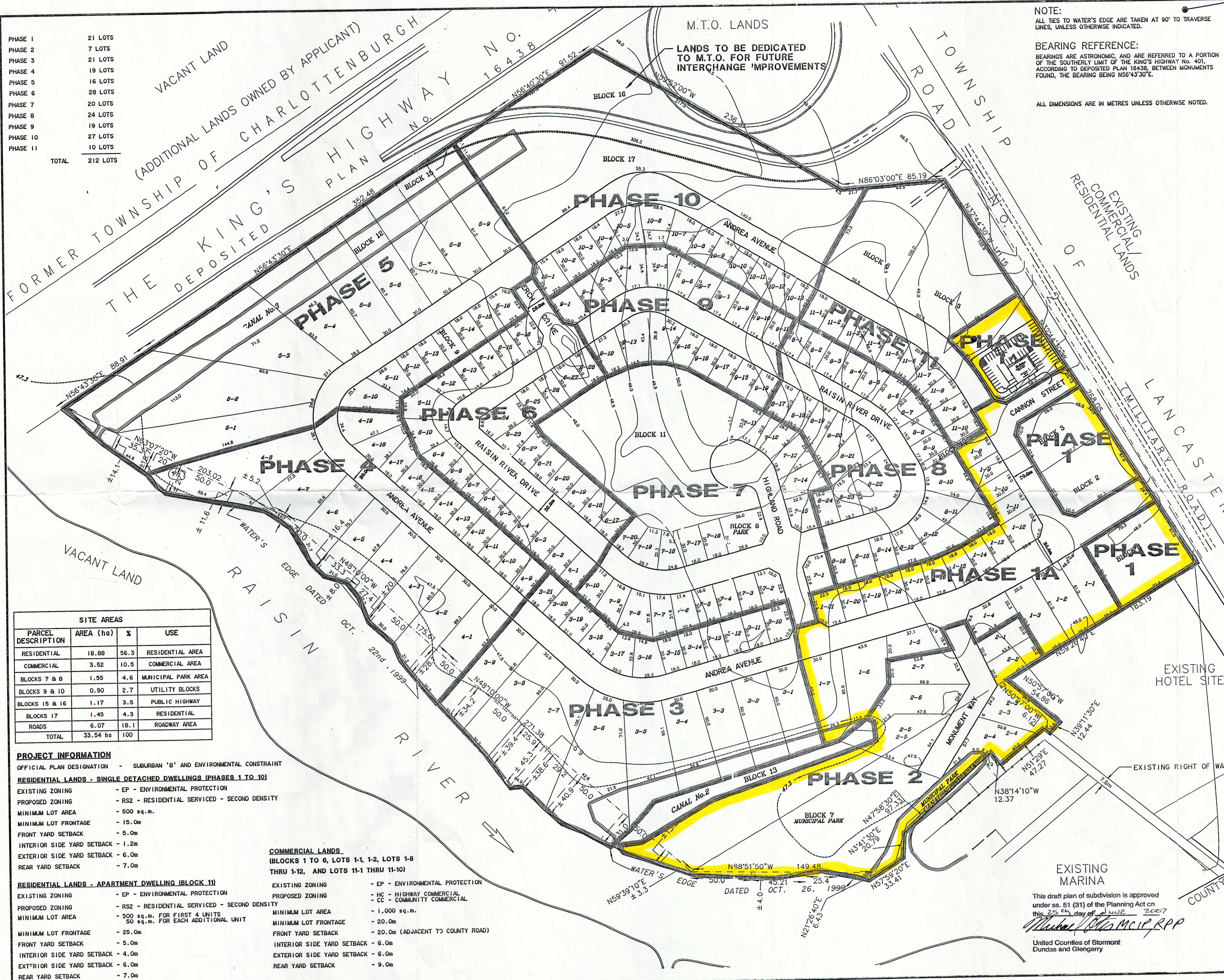
ALIGNMENT WITH STRATEGIC PLAN:

N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 72-2022 be received and that the Council of the Township of South Glengarry recommends to the United Counties Director of Planning Services to approve the request to extend draft plan approval to June 25, 2024 for Cairnview Estates Subdivision, South Lancaster, legally described as Part of Lots K & L, Concession 1 Front, former Township of Charlottenburgh, Township of South Glengarry, County of Glengarry.

**Recommended to Council for
Consideration by:
CAO – TIM MILLS**



PHASE 1	21 LOTS
PHASE 2	7 LOTS
PHASE 3	21 LOTS
PHASE 4	19 LOTS
PHASE 5	16 LOTS
PHASE 6	28 LOTS
PHASE 7	20 LOTS
PHASE 8	24 LOTS
PHASE 9	19 LOTS
PHASE 10	27 LOTS
PHASE 11	10 LOTS
TOTAL	212 LOTS

SITE AREAS			
PARCEL DESCRIPTION	AREA (ha)	%	USE
RESIDENTIAL	18.88	56.3	RESIDENTIAL AREA
COMMERCIAL	3.52	10.5	COMMERCIAL AREA
BLOCKS 7 & 8	1.55	4.6	MUNICIPAL PARK AREA
BLOCKS 9 & 10	0.90	2.7	UTILITY BLOCKS
BLOCKS 15 & 16	1.17	3.5	PUBLIC HIGHWAY
BLOCKS 17	1.45	4.3	RESIDENTIAL
ROADS	6.07	18.1	ROADWAY AREA
TOTAL	33.54 ha	100	

PROJECT INFORMATION
OFFICIAL PLAN DESIGNATION - SUBURBAN 'B' AND ENVIRONMENTAL CONSTRAINT

RESIDENTIAL LANDS - SINGLE DETACHED DWELLINGS (PHASES 1 TO 10)
EXISTING ZONING - EP - ENVIRONMENTAL PROTECTION
PROPOSED ZONING - RS2 - RESIDENTIAL SERVICED - SECOND DENSITY
MINIMUM LOT AREA - 500 sq.m.
MINIMUM LOT FRONTAGE - 15.0m
FRONT YARD SETBACK - 5.0m
INTERIOR SIDE YARD SETBACK - 1.2m
EXTERIOR SIDE YARD SETBACK - 6.0m
REAR YARD SETBACK - 7.0m

COMMERCIAL LANDS
(BLOCKS 1 TO 6, LOTS 1-1, 1-2, LOTS 1-8 THRU 1-12, AND LOTS 11-1 THRU 11-10)
EXISTING ZONING - EP - ENVIRONMENTAL PROTECTION
PROPOSED ZONING - HC - HIGHWAY COMMERCIAL
CC - COMMUNITY COMMERCIAL
MINIMUM LOT AREA - 1,000 sq.m.
MINIMUM LOT FRONTAGE - 20.0m
FRONT YARD SETBACK - 20.0m (ADJACENT TO COUNTY ROAD)
INTERIOR SIDE YARD SETBACK - 6.0m
EXTERIOR SIDE YARD SETBACK - 6.0m
REAR YARD SETBACK - 9.0m

RESIDENTIAL LANDS - APARTMENT DWELLING (BLOCK 11)
EXISTING ZONING - EP - ENVIRONMENTAL PROTECTION
PROPOSED ZONING - RS2 - RESIDENTIAL SERVICED - SECOND DENSITY
MINIMUM LOT AREA - 500 sq.m. FOR FIRST 4 UNITS
50 sq.m. FOR EACH ADDITIONAL UNIT
MINIMUM LOT FRONTAGE - 25.0m
FRONT YARD SETBACK - 5.0m
INTERIOR SIDE YARD SETBACK - 4.0m
EXTERIOR SIDE YARD SETBACK - 6.0m
REAR YARD SETBACK - 7.0m

NOTE:
ALL TIES TO WATER'S EDGE ARE TAKEN AT 90° TO TRAVERSE LINES, UNLESS OTHERWISE INDICATED.

BEARING REFERENCE:
BEARINGS ARE ASTROMOMIC, AND ARE REFERRED TO A PORTION OF THE SOUTHERLY LIMIT OF THE KING'S HIGHWAY No. 401, ACCORDING TO DEPOSITED PLAN 16438, BETWEEN MONUMENTS FOUND, THE BEARING BEING N56°43'30"E.

ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED.

KEY PLAN
N.T.S.

LEGEND

- EXISTING VEGETATION
- EXISTING SHORELINE
- CONTOUR (0.5 metre INTERVAL)
- EXISTING FLOOD PLAIN (47.3)
- PROPERTY BOUNDARY
- PHASE NUMBER - LOT NUMBER

NOTES

PREVIOUSLY DESIGNED

CANAL EASEMENTS ARE PROVIDED:
BLOCK 12 (CANAL No. 3) IN FAVOUR OF LOTS 5-1 TO 5-9 AND LOTS 10-1 TO 10-4
BLOCK 13 (CANAL No. 2) IN FAVOUR OF BLOCK 7, LOTS 3-1 TO 3-6, LOTS 1-6 & 1-7 AND LOTS 2-5 & 2-6
BLOCK 14 (CANAL No. 1) IN FAVOUR OF BLOCK 7 AND LOT 2-4

ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51(2) (A-L) OF THE PLANNING ACT

A) AS SHOWN ON DRAFT PLAN
B) AS SHOWN ON DRAFT PLAN
C) AS SHOWN ON DRAFT PLAN
D) SINGLE FAMILY RESIDENTIAL, APARTMENT AND COMMERCIAL
E) AS SHOWN ON DRAFT PLAN
F) AS SHOWN ON DRAFT PLAN
G) AS SHOWN ON DRAFT PLAN
H) PIPED WATER
I) SANDY CLAY
J) AS SHOWN ON DRAFT PLAN
K) HYDRO, BELL, CABLE, SEWER, PIPED WATER, GAS
L) AS REQUIRED

OWNER'S CERTIFICATE

I HEREBY AUTHORIZE TROW ASSOCIATES INC. TO PREPARE AND SUBMIT THIS PLAN TO THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY.

DATED: 12/05/2004
SIGNED: CAIRVIEW ESTATES INC.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO ADJACENT LANDS ARE CORRECTLY SHOWN.

DATED: 16/06/2004
SIGNED: Julia Melorum-Smith
JULIA MELORUM-SMITH
ONTARIO LAND SURVEYOR
MELORUM SURVEYING
CORNWALL, ONTARIO

8	REVISED PER MTO REQUIREMENTS	03/11/05	MMR	BMT
7	AMENDED LEGAL BOUNDARY	06/05/04	JAE	MJA
6	ADDED LEGAL BOUNDARY	24/3/04	JAE	MRGG
5	AMENDED DRAFT PLAN	12/02/04	JAE	MRGG
4	GENERAL REVISIONS	05/02/04	JAE	MRGG
3	GENERAL REVISIONS	10/06/03	ABZ	MRGG
2	GENERAL REVISIONS	20/02/03	NI	MRGG
1	GENERAL REVISIONS	30/07/02	GBU	MRGG

No. DESCRIPTION DATE BY APP'D

REVISIONS

Trow Associates Inc.

Trow 240-1100 MARLEAU AVENUE
CORNWALL, Ontario K6H2W6

Tel: (613) 938-9873
Fax: (613) 938-4888

CLIENT
CAIRVIEW ESTATES INC.

PROJECT
CAIRVIEW ESTATES DEVELOPMENT
SOUTH LANCASTER, ONTARIO

TITLE
DRAFT PLAN OF SUBDIVISION

design by	J.P.H.	project no.	MP13569
drawn by	J.A.E.	drawing no.	DP-1
checked by	M.J.A.	revision no.	8
date	06/05/2004		
scale	HORIZ 1:1500		



STAFF REPORT

S.R. No. 73-2022

PREPARED BY: Joanne Haley, GM Planning, Building and Enforcement

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 6, 2022

SUBJECT: Temporary Use Zoning By-law Amendment - Happy Bay Holding Inc.

BACKGROUND:

Site Location:

1. Block 82, Registered Plan 142, located at 18299 County Road 2, Glen Walter, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry known as Sheep's Head Restaurant.

Owner/Applicant:

2. Happy Bay Holdings Ltd./Rizwan Mustafa

Description of Site and Surroundings:

3. The subject property is located on the northeast corner of County Road 2 and Kilkenny Crescent. The property is approximately 0.17 acres in size. It is developed containing a commercial restaurant space on the main floor with residential units on the upper floors.
4. The surrounding lands are characterized as residential properties to the south, west, east, and north with views of the St. Lawrence River to the south. This property is accessed by both County Road 2 and Kilkenny Crescent.

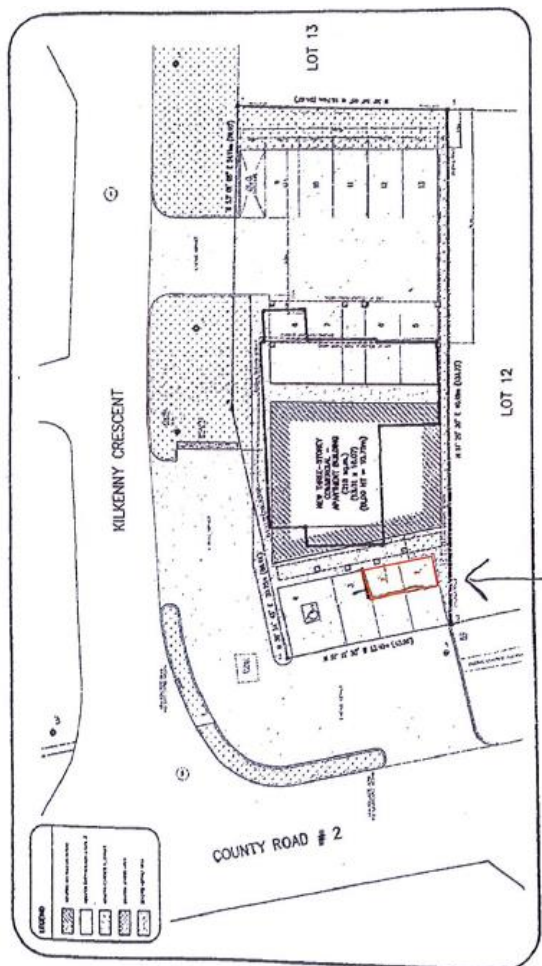
Summary of Requested Temporary Use Proposal:

5. On April 25th, 2022, the Township accepted the zoning amendment application for a temporary use. Said application was deemed complete on the same day and was processed accordingly.
6. The purpose of this Temporary Use Zoning Amendment is to request permission to place a 13' by 23' patio to be used as an outdoor commercial patio between May 1st and October 31st for food service to the patrons of the existing restaurant.

Reason for the Requested Temporary Use

7. This patio was placed and used on this property in 2020 and 2021 and was permitted by the Province of Ontario under the *Emergency Management and Civil Protection Act* and later continued by the *Reopening Ontario Act*. The Patios order permitted restaurants to create or extend outdoor patios without requiring municipal planning approvals during the pandemic.
8. On April 6, 2022, we received a notice from the Province that this Order was being lifted on April 27, 2022 and that previous approved patios would have to go through the municipal planning approvals

Site Plan



Location of Patio

ANALYSIS:

Planning Rationale:

Provincial Policy Statement

9. The Planning Act requires that all Township planning decisions be consistent with the Provincial Policy Statement (PPS), 2020, a document that provides further policies on matters of Provincial interest related to land use development. This Zoning By-law amendment is considered to be consistent with the matters of Provincial interest as outlined in the Planning Act and is in keeping with the PPS, 2020 specifically section 1.0 Building Strong Healthy Communities, subsection 1.1.3 Settlement Areas.

Official Plan Designation

10. The subject property is located within the Urban Settlement Area of Glen Walter and is designated Residential District in the United Counties Official Plan. This zoning amendment application conforms to the Official Plan as the Residential District permits neighborhood serving commercial uses.

Zoning By-law:

11. The subject property is currently zoned Core Commercial- Exception Two (CC-2) in the Township's Zoning By-law 38-09. The Zoning By-law permits outdoor commercial patios subject to several provisions. In reviewing the outdoor commercial patio provisions, the patio is unable to be permitted without approval as it is located on a lot line that abuts a residential zone/residential use and it removes required parking spaces.
12. The temporary use zoning amendment as applied for may permit the patio to be legally placed on the property for three years subject to approval with possible extensions for up to three years if approved by Council.
13. The owner of the restaurant has entered into an agreement with Precious Blood Church to utilize their parking lot to accommodate employee parking and overflow parking for the restaurant. This agreement has been in place since 2020.
14. The Township's Zoning By-law 38-09 conforms to the United Counties Official Plan and is consistent with the Provincial Policy Statement (PPS), 2020.

Public Consultation:

15. 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 May 16th, 2022, no members of the public

attended this meeting nor were any written comments received. The proposed amendment was also circulated to the United Counties of SDG Transportation Department and no comments were received.

16. The Ontario Planning Act requires all complete zoning amendment applications to be processed and a decision to be made within 90 days of receipt of an application. This process will be completed within the prescribed timeframe as a decision will be made on day 42.
17. This proposed Temporary Use Zoning By-law amendment is being recommended to be approved by Council as it is consistent with the PPS-2020 and it conforms to the United Counties Official Plan.
18. Council also has the option to defer the application. Applications may be deferred if Council requires additional information, further staff review, or other reasons. Should Council wish to defer the application, reasons for the deferral and direction to Staff will be required so that Staff can prepare an updated Staff Report for future consideration.
19. Council also has the option to refuse the application. Should Council wish to refuse the application, reasons for the refusal are required including a written explanation of the refusal.

IMPACT ON 2022 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 73-2022 be received and that By-law 37-2022, 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 Block 82, Registered Plan 142, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry, located at 18299 County Road 2, Glen Walter, also known as Sheep's Head Restaurant, to amend the zoning of the subject lands from Core Commercial - Exception Two (CC-2) to Temporary - Core Commercial - Exception Two (T-CC-2) to permit the placement of an outdoor commercial patio that is 13 feet by 23 feet in size, to be located at the front of the restaurant be read a first, second and third time, passed, signed and sealed this 6th day of June, 2022. This Temporary Use By-law will expire on June 6, 2025. The Council of the Township of South Glengarry confirms that no public comments were received on this application therefore there was no effect on the decision.

**Recommended to Council for
Consideration by:
CAO – TIM MILLS**

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 37-2022
FOR THE YEAR 2022**

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

WHEREAS the *Municipal Act 2001*, c.25 S 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act 2001*, c. 25 S 5 (3) provides that the powers of every council are to be exercised by by-law;

AND 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;

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

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

1. **THAT** the area affected by this by-law is legally described as Block 82, Registered Plan 142, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry as indicated on Schedule "A" attached hereto and forming part of this by-law.
2. **THAT** the property located at Block 82, Registered Plan 142, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry, located at 18299 County Road 2, Glen Walter, to amend the zoning of the subject lands from Core Commercial-Exception Two (CC-2) to Temporary- Core Commercial- Exception Two (T-CC-2). The purpose of this Temporary Use Zoning Amendment is to permit the placement of an outdoor commercial patio as a temporary use for a period of three years.
3. **THAT** all other applicable provisions of by-law 38-09, as amended, shall continue to apply.
4. **THAT** pursuant to Section 39 of the Planning Act, this By- Law shall remain in full force and effect for the period between June 6, 2022 and June 6, 2025.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED
IN OPEN COUNCIL THIS 6TH DAY OF JUNE 2022.***

MAYOR:

CLERK:

BY-LAW 37-2022

EXPLANATORY NOTE

This is an amendment to zoning By-law 38-09, which is the zoning by-law of the Township of South Glengarry. The purpose of this Temporary Use Zoning Amendment is to permit the placement of a 13' x 23' temporary patio to be used as an outdoor commercial patio between May 1st and October 31st, for food service of the patrons of the existing restaurant to be located at the front of the restaurant. The effect of the passing of this by-law amendment will permit the outdoor commercial patio on the subject property for the duration of up to three years from the date of the passing of the by-law.

Schedule “A”



Lands to be zoned to
Temporary- Core
Commercial- Exception
Two (T-CC-2)

**This is Schedule “A” to By-law 37-2022
Adopted this 6th day of June 2022**

**Township of
South Glengarry**

Mayor

Clerk



STAFF REPORT

S.R. No. 74-2022

PREPARED BY: Joanne Haley, GM Planning, Building and Enforcement

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 6, 2022

SUBJECT: Housekeeping Amendment to Zoning By-Law 38-09

BACKGROUND:

Purpose of the Housekeeping Amendment

1. The purpose of a housekeeping amendment to a zoning by-law in general is typically to create necessary amendments such as but not limited to: new General Provisions as needed, clarification of wording to create a more user-friendly document, removal of provisions that are no longer needed or enforced, corrections in the text and/or zoning schedules as required.
2. The purpose of this housekeeping amendment as per the attached proposed by-law is to:
 - a. Create new general provisions for Agri-tourism
 - b. Create new general provisions for poultry
 - c. Revise yard encroachments pertaining to exterior cladding
 - d. Reduce parking requirements for mini warehouse and storage uses
 - e. Revise special setbacks for County roads
 - f. Revise special setbacks for watercourses pertaining to docks and boathouses
 - g. Introducing new definitions
 - h. Changes to the zoning schedules for specific properties to correct technical errors

Summary of Proposed Amendments

3. The following definitions are proposed to be included in By-law 38-09 to support the new Agri-tourism and poultry general provisions:
 - a. Agri-tourism
 - b. Alternative Accommodations

- c. Livestock
 - d. Poultry
 - e. Winery/Cidery- Agri-tourism
- 4. Part 3 of Zoning By-law 38-09 will be amended to add new general provisions pertaining to:
 - a. Agri-tourism
 - b. Poultry
 - c. Yard Encroachments
 - d. County Road setbacks
- 5. Part 3 of Zoning By-law 38-09 will be amended to remove general provisions pertaining to:
 - a. Docks and boathouses
 - b. County Road setbacks
- 6. Part 4 - Parking of Zoning By-law 38-09 will be amended as follows:
 - a. To add parking requirements for the mini warehouse and storage use
 - b. To amend the County
- 7. Schedules will be amended:
 - a. Changes to the zoning schedules for specific properties to correct technical errors

ANALYSIS:

Planning Rationale:

Provincial Policy Statement

- 8. The Planning Act requires that all Township planning decisions be consistent with the Provincial Policy Statement (PPS), 2020, a document that provides further policies on matters of Provincial interest related to land use development. This recommended Zoning By-law Amendment is considered to be consistent with the matters of Provincial interest as outlined in the Planning Act and is in keeping with the PPS, 2020 specifically sections 1.0 Building Strong and Healthy Communities and 2.0 Wise Use and Management of Resources.

Official Plan

9. The proposed amendment conforms to the United Counties of SDG Official Plan specifically section 3 - Community Growth and Settlement and Section 5.3 - Agricultural Resource Lands.

Public Consultation:

10. This proposed Amendment was advertised in the Glengarry News and on our website and was circulated to all applicable agencies.
11. A public meeting was held on May 16, 2022 - there were no members of the public in attendance. One written comment was received from a member of the public throughout the public process which resulted in changes being made to the proposed Amendment pertaining to the definition of the Winery/Cidery - Agri-tourism and the general provisions in reference to the fruit grown on the premises so as the Township's By-law will not be more restrictive than the Alcohol Gaming Commission of Ontario's requirements.
12. The United Counties of SDG was supportive of the amendment, the RRCA had no comments and Enbridge requested changes to the Zoning By-law that we will include in a future amendment.
13. This proposed Zoning By-law Amendment is being recommended to be approved by Council as it is consistent with the PPS, 2020 and it conforms to the United Counties Official Plan.
14. Council also has the option to defer the application. Applications may be deferred if Council requires additional information, further staff review, or other reasons. Should Council wish to defer the applications, reasons for the deferral and direction to Staff will be required so that Staff can prepare an updated Staff Report for future consideration.
15. Council also has the option to refuse the applications. Should Council wish to refuse the applications, reasons for the refusal are required including a written explanation of the refusal.

IMPACT ON 2022 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 74-2022 be received and By-law 39-2022, being a by-law to amend By-law 38-09, the Comprehensive Zoning By-law for the Township of South Glengarry be read a first, second and third time, passed, signed and sealed in open council this 6th day of June 2022.

**Recommended to Council for
Consideration by:
CAO – TIM MILLS**

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 39-2022
FOR THE YEAR 2022**

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

WHEREAS, the *Municipal Act, 2001*, c.25 S 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act 2001*, c. 25 S. 5(3) provides that the powers of every council are to be exercised by by-law;

AND 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;

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;

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

That By-law 38-09 is hereby amended as follows:

1. That Part 2 - Definitions be amended to add new definitions immediately following Part 2.9, Part 2.11, Part 2.228 and Part 2.312 as follows:
 - 2.10 **AGRI-TOURISM** means the use of land, buildings or structures for accessory uses to the principal agricultural use of the lot, conducted for gain or profit to support, promote and sustain the viability of the agricultural use, including but not limited to agricultural education and research facilities, alternative accommodations, restaurants, farmers markets and the retail of local artisan and farm products, pick your own facilities, farm mazes and special events.
 - 2.12 **ALTERNATIVE ACCOMMODATIONS** means an *Agri-Tourism* use where the use of a temporary *building* or structure, not attached to the main dwelling on the *lot*, that is operating or offering a place of short term overnight for any period of thirty consecutive days or less, throughout all or any part of a calendar year. Alternative accommodations may include detached secondary dwelling units, cabins, yurts, treehouses or other similar buildings or structures, but does not include a *Bed and Breakfast Establishment*, *Recreational Vehicle*, *Mobile Home* or *Camping Trailer*.
 - 2.150 **LIVESTOCK** means dairy, beef, swine, poultry, roosters, horses, goats, sheep, ratites, fur bearing animals, deer and elk, game animals, birds and other animals as identified by the Ontario Ministry of Agricultural Food and Rural Affairs (OMAFRA).
 - 2.229 **POULTRY** means domestic fowl such as chickens, hens, turkeys, quail, ducks and geese, but does not include roosters.

2.313 **WINERY/CIDERY- AGRI-TOURISM** means the use of land, buildings, structures and equipment for the making of wine from fruit that is preferably grown on the premises including fermentation, storage and aging and may include storage, display, processing, wine tasting, a tied house licensed by the Alcohol and Gaming Commission of Ontario or applicable licensing authority, and retail, administrative facilities and outdoor patio area. All growth and licensing shall be in accordance with the requirements of the AGCO or the applicable licensing authority.

2. That Part 3 - General Provisions be amended to add a new section for Agri-Tourism provisions immediately following Part 3.1 as follows:

3.2 **AGRI-TOURISM**

The following provisions shall apply within the Rural and Agricultural Zones only:

3.2 (1) The primary use of the subject property must be an *agricultural use*.

3.2 (2) *Alternative accommodations* are permitted within an accessory *building* such as secondary dwelling units, cabins, yurts, treehouses etc. providing they conform to the Ontario Building Code with a maximum of twenty overnight guests per property. If plumbing facilities are installed to serve the alternative accommodations, they shall be serviced with an approved on-site sewage system as per the Ontario Building Code. All accessory buildings used for *alternative accommodations* shall be included in the Maximum *Lot Coverage*.

3.2 (2) Retail space(s) shall not exceed a 100 square meters of gross floor area.

3.2 (3) A *Winery/Cidery* is permitted and must be licensed by the Alcohol Gaming Commission of Ontario (AGCO) or the applicable licensing authority. The fruit used in the production of the wine and/or cider is preferably to be grown on the premises to showcase the agricultural aspects of wineries/cideries however, all growth practices must be in accordance with the requirements of the AGCO or the applicable licensing authority.

3.2 (4) All retail and restaurants must be serviced by an approved on-site sewage system as per the Ontario Building Code.

3.2 (5) Existing agricultural structures may be converted to accommodate agri-tourism facilities providing a “change of use” permit and a *building* permit are obtained as per the Ontario Building Code.

3. That Part 10.1 “PERMITTED USES IN RURAL ZONES” is hereby amended by adding “Agri-Tourism” after Agricultural Use.

USES	ZONES		
	RURAL	AGRICULTURAL	ESTATE RESIDENTIAL
Agri-Tourism	✓	✓	

4. That Part 3- General Provisions be amended to add a new section for Poultry provisions immediately following Part 3.31 as follows:

3.32 POULTRY

Poultry shall be permitted within the Rural and Agricultural zones on all properties having less than 2.5 hectares (Rural) or 20 hectares (Agricultural) of land and shall comply with the following provisions:

3.32(1) *Poultry* is permitted providing the property is developed containing a single detached dwelling. *Poultry* is not permitted on vacant land that is less than 2.5 hectares (Rural) or 20 hectares (Agricultural) in size.

3.32(2) *Poultry* is permitted on properties with single detached dwellings only; *Poultry* is not permitted on properties with semi-detached dwellings, a duplex, townhouses etc. having less than 2.5 hectares (Rural) or 20 hectares (Agricultural) of land.

3.32(3) A maximum of 10 *Poultry* is permitted per property.

3.32(4) Pens/coops are permitted and shall be located; a minimum of 1.2 meters from rear and side property lines, in rear or side yards only and shall meet the minimum front *yard* setback.

3.32(5) If pens/coops are greater than 10 square meters, an approved building permit is required as per the Ontario Building Code.

5. That Part 10.2 “STANDARDS IN RURAL ZONES” (1) and (2) are hereby amended by adding “except *Poultry* – see section 3.32” at the end of each sentence.
6. That Part 3.45 YARD ENCROACHMENTS- General Provisions be amended to add a new section immediately following Part 3.45 (14) as follows:

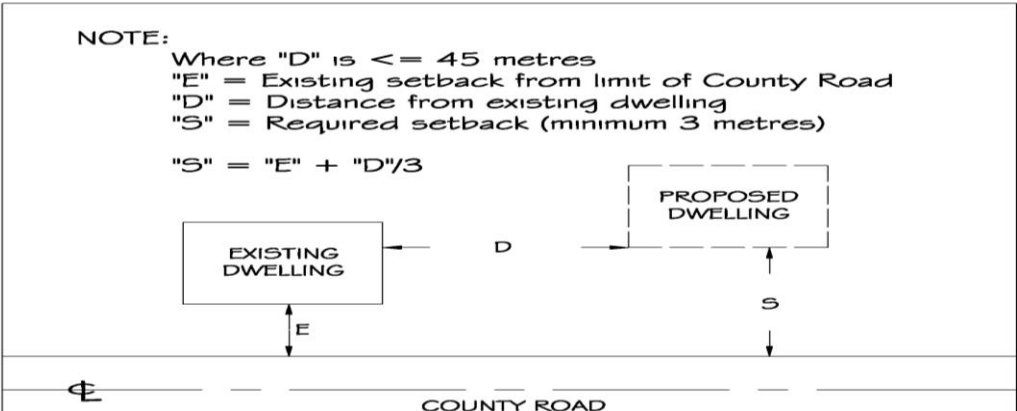
3.45 (15) Exterior cladding, such as, but not limited to stucco, siding, brick, or stone may be permitted to project not more than 100 mm in the front, side or rear *yard*.

7. That Part 4.0- “Parking and Loading Provisions”, is hereby amended by adding immediately following “Industrial uses, Warehouse, Bulk storage, Bakery, Dairy, Dry cleaning plant” in the chart for “Other Uses” thereof the following:

USES	MINIMUM NUMBER OF REQUIRED PARKING SPACES
Mini Warehouse and Storage	1 space for each 100 m² (1,076.3 ft²) of gross floor area plus 1 space per 20 m² (215.2 ft²) of gross floor area for office use

8. That Part 3.39 (1) be amended by removing the following:

- (b) The *setback* for all *lots* abutting a County Road shall be 30 metres (98.4 ft.) from the centre line of the road.
- (c) Where the proposed *building* is to be built within 45 metres (147.6 ft) of only one *existing building*, the *setback* line may be adjusted. The adjusted *setback* shall be no less than the *setback* of the *existing building*, plus an additional distance equal to one third the clear distance between the *existing building* and the proposed *building* location. In no case shall the *setback* line be less than 3 metres (9.8 ft.) from the nearest limit of the County Road or refer to By-law No. 3848 of the United Counties of Stormont, Dundas, and Glengarry.



- 9. That 3.39 (1) be amended by adding the following:
 - (b) The *setback* for all *lots* abutting a County Road shall be in accordance with standards set by the United Counties of Stormont, Dundas and Glengarry and the provisions contained within this by-law.
- 10. That Part 3.39 (7) (g) “Watercourses” be amended by removing the following:

“and a maximum length of seven- and one-half metres (7.5 m [25ft]) beyond the shoreline” (for boathouses) and “Any dock or wharf must not extend more than five metres (5m [16.25 ft]) beyond the high-water mark, and the maximum width must not exceed one and one half metres (1.5 m [4.875 ft]).”
- 11. That the Township of South Glengarry Comprehensive Zoning By-law Maps are hereby amended as indicated on Schedules A through G of this By-Law.
- 12. That all other applicable provisions of by-law 38-09, as amended, shall continue to apply.
- 13. This by-law shall come into force and take effect on the day of final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED
IN OPEN COUNCIL THIS 6TH DAY OF JUNE, 2022.**

MAYOR: _____ **CLERK:** _____

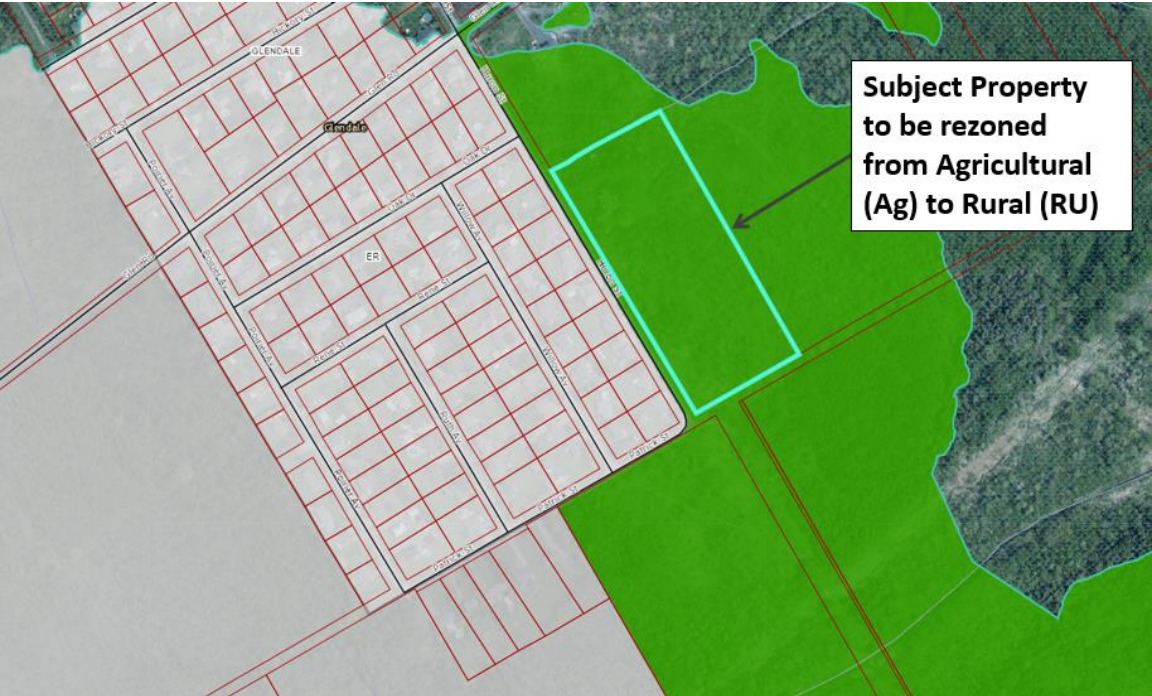
Schedule A

010100602507000- Lot A- Registered Plan 114, Charlotte Street, Green Valley



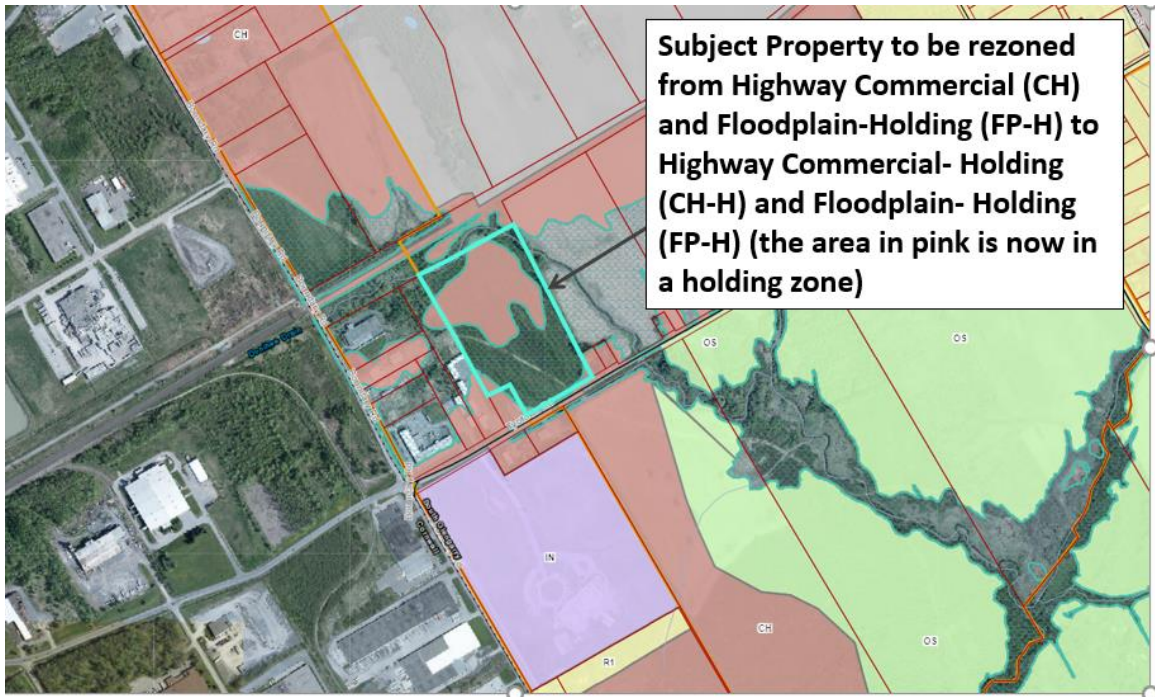
Schedule B

010100602736400- Part of Lot 8, Concession 3 I.L., Huron Street, Williamstown



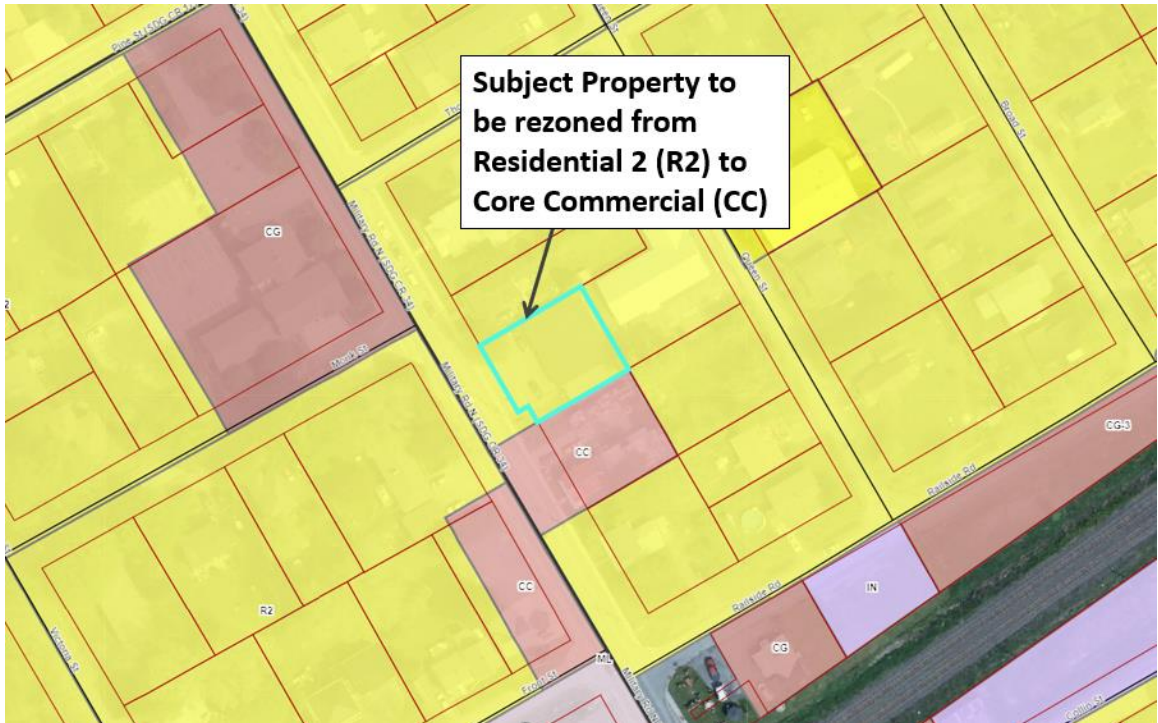
Schedule C

010100602721050- Part of Lot 16, Concession 2 I.L., Tyotown Road, Glen Walter



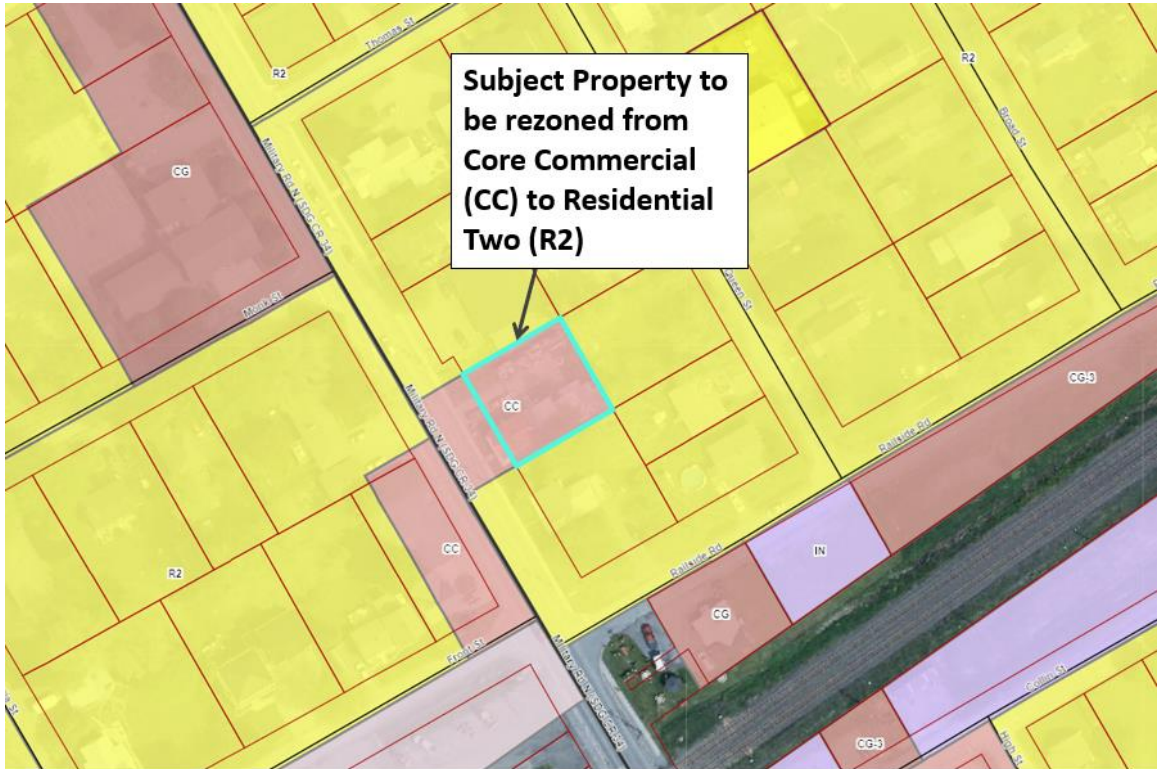
Schedule D

010100800090400- Part of Lots 2 & 3, Registered Plan 26, 155 Military Road N,
Lancaster



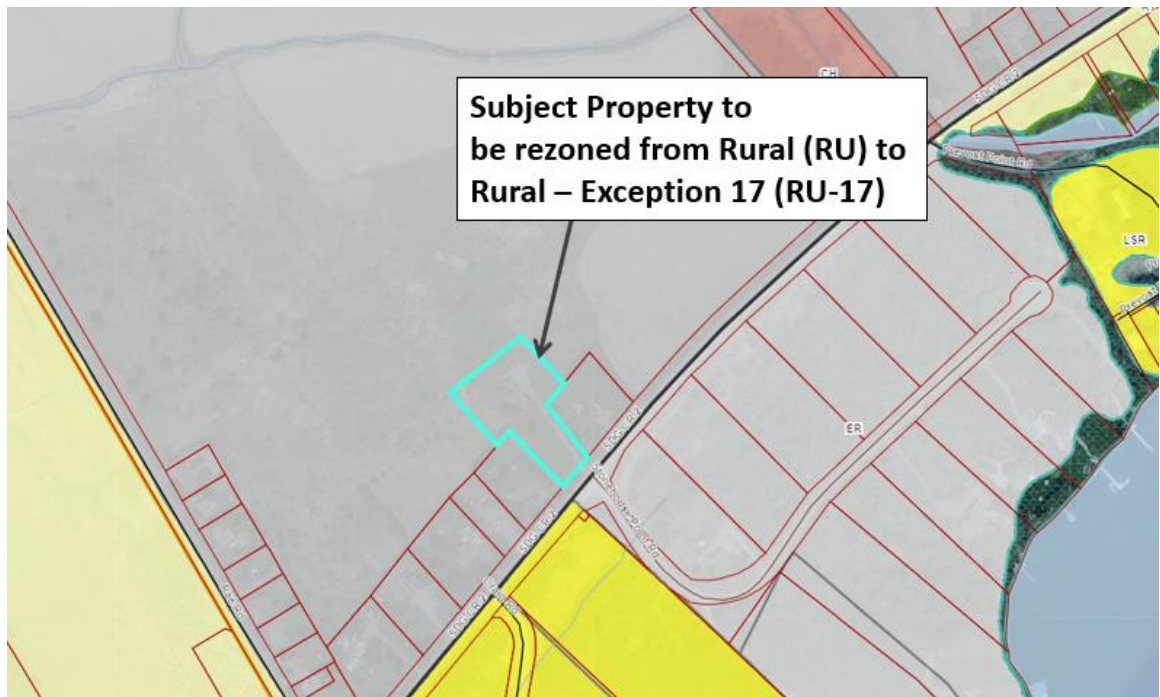
Schedule E

010100800091300- Part of Lot 2, Registered Plan 26, 159 Military Road N,
Lancaster



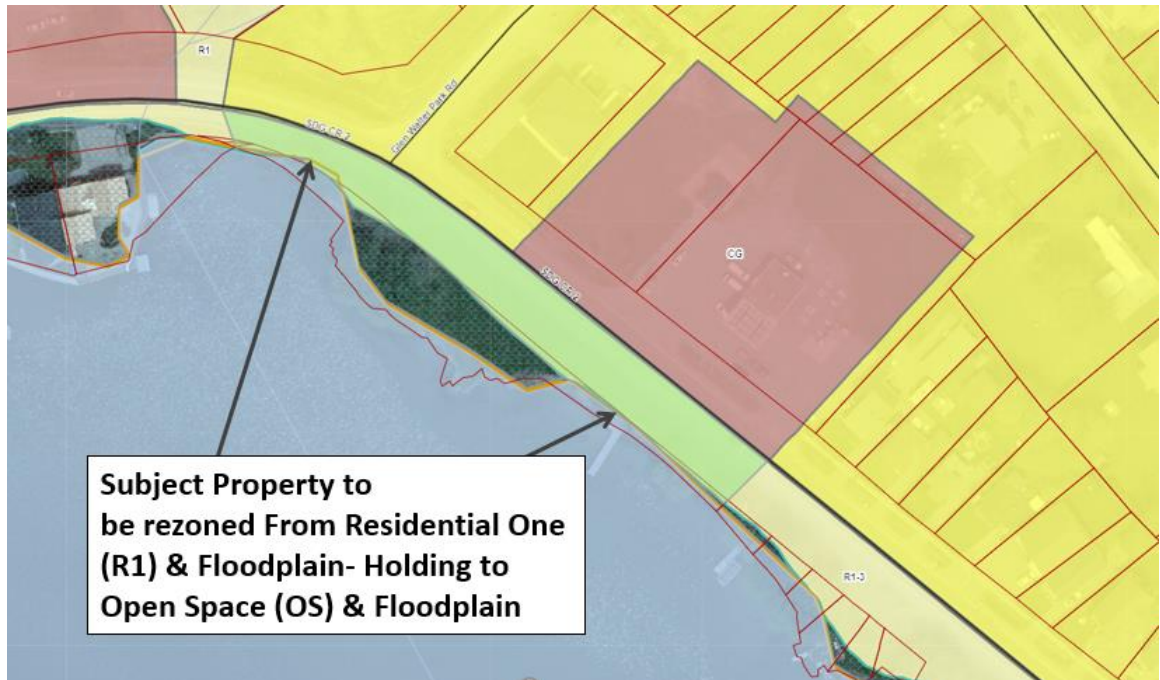
Schedule F

010100600902060- Part of Lot 26, Concession 1 Front, 18531 County Road 2,
Glen Walter



Schedule G

010100601162000- Part of 9, Concession 1 I.L., Glen Walter (Township of South Glengarry owned land)





STAFF REPORT

S.R. No. 75-2022

PREPARED BY: Kelli Campeau, GM Corporate Services/Clerk

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 6, 2022

SUBJECT: Mutual Assistance Agreement By-law

BACKGROUND:

1. Mutual Assistance Agreements enable municipalities to set the terms and conditions of assistance which may be requested and provided in an emergency. With a Mutual Assistance Agreement in place, the subject municipalities are not required to negotiate basic terms and conditions.
2. A Mutual Assistance Agreement was passed in 2009 between the United Counties of SDG and the six lower-tier municipalities in SDG. When the agreement was later renewed in 2013, the City of Cornwall was added as a party to the agreement.
3. The agreement is due to be renewed and is attached for Council's review.

ANALYSIS:

4. Updates to the agreement include:
 - Minor editing modifications to reflect current emergency management terminology.
 - Updated indemnification clause to include reciprocal indemnification from the assisting municipality.
 - Updates to Section 11: Insurance to include the addition of Professional Liability insurance covering the work and services described in this agreement as well as updating the Municipal Liability Insurance section to reflect current insurance coverage.

IMPACT ON 2022 BUDGET:

5. There is no financial implication to entering into the agreement; however, the agreement provides a formal cost recovery mechanism if services are rendered or received in emergency situations.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 3: Strengthen the effectiveness and efficiency of our organization.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 75-2022 be received and that By-law 36-2022, being a by-law to enter into a Mutual Assistance Agreement be read a first, second and third time, passed, signed, and sealed in open Council this 6th day of June 2022.

**Recommended to Council for
Consideration by:
CAO – TIM MILLS**

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 36-2022
FOR THE YEAR 2022**

***BEING A BY-LAW TO ENTER INTO A MUTUAL ASSISTANCE AGREEMENT
FOR THE PURPOSE OF EMERGENCY PLANNING.***

WHEREAS the *Municipal Act, 2001*, c. 25 s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act, 2001*, c. 25 s. 5 (3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS the *Municipal Act, 2001*, c. 25 s. 11 authorizes a municipality to pass by-laws respecting matters within the sphere of health, safety and the wellbeing of persons.

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

1. **THAT** the Township of South Glengarry enter into a Mutual Assistance Agreement, attached hereto as schedule A, with the United Counties of Stormont, Dundas and Glengarry, the City of Cornwall, the Municipality of South Dundas, the Township of North Dundas, the Township of North Glengarry and the Townships of North and South Stormont.
2. **THAT** the Mayor and Clerk are hereby authorized to execute the agreement.
3. **THAT** any by-law inconsistent to this by-law is hereby repealed.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED
IN OPEN COUNCIL THIS 6TH DAY OF JUNE 2022.***

MAYOR: _____ ***CLERK:*** _____

THIS MUTUAL ASSISTANCE AGREEMENT made this 19th day of April 2022.

BETWEEN:

United Counties of Stormont, Dundas and Glengarry

-and-

The Corporation of the City of Cornwall

-and-

Township of North Stormont

-and-

Township of South Stormont

-and-

Township of North Dundas

-and-

Municipality of South Dundas

-and-

Township of North Glengarry

-and-

Township of South Glengarry

WHEREAS the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E. 9. provides that the Council of a municipality may make an agreement with another municipality for the provision of any personnel, services, equipment or material during an Emergency;

AND WHEREAS the parties wish to provide mutual aid and assistance to each other through the provisions of personnel, services, equipment or material to one or the other during an Emergency;

AND WHEREAS the parties have Emergency Plans pursuant to the *Emergency Management and Civil Protection Act*;

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Definitions

1.0 In this Agreement,

1.0.1 "Assisted Municipality" means the municipality receiving aid or assistance pursuant to the Agreement;

1.0.2 "Assisting Municipality" means the municipality providing aid or assistance pursuant to this Agreement;

- 1.0.3 "Emergency", "Emergency Area", "Emergency Plan" shall have the same meaning as in the *Emergency Management and Civil Protection Act*;
- 1.0.4 "Mutual Assistance Agreement" means this Agreement and the attached Schedule which embody the entire Agreement between the parties;
- 1.0.5 "Requesting Party" means the municipality asking for aid and/ or assistance pursuant **to** this Agreement;
- 1.0.6 "Municipal Emergency Control Group" means the organizational entity responsible for directing and controlling the Assisted Municipality's response to an Emergency

2. Role of the Solicitor General

2.1 The parties acknowledge that pursuant to the *Emergency Management and Civil Protection Act* (the "Act"), the Solicitor General for the Province of Ontario is responsible for the administration of the Act and is the principal contact for all Emergencies.

2.2 The parties further agree that the Solicitor General should be notified in writing of any request made under this Agreement. The Requesting Party agrees to notify as soon as reasonably practicable, Emergency Management Ontario (EMO), Ministry of Community Safety and Correctional Services on the matter of any request for assistance made under this Agreement.

3. Authorization to Request/ Offer Assistance

3.1 Each party hereby authorizes its Chief Administrative Officer, or such other senior officer of the party as the Chief Administrative Officer has designated (hereinafter "C.A.O."), to request assistance, accept offers to provide, or to offer to provide assistance pursuant to this Agreement on behalf of that party.

4. Requests for Assistance

4.1 The parties agree that in an Emergency, a Requesting Party may request assistance in the form of qualified personnel, services, equipment or material from the other party.

4.2 The request for assistance shall be made by the C.A.O. of the Requesting Party to the C.A.O. of the Assisting Municipality. The C.A.O. may make the initial request for assistance orally. However, any request for assistance made orally shall be confirmed in writing by the Requesting Party within three (3) days of the initial oral request. The Assisting Municipality may provide assistance to the other party upon receipt of the oral request.

4.3 The request for assistance shall be confirmed in writing as soon as reasonably practicable by the Requesting Party in accordance with Schedule "A" attached hereto. The written request shall set out in detail the specific personnel, services, equipment or material that has been requested as assistance, and which the Assisting Municipality has agreed to provide. The Assisting Municipality may request such reasonable additional information as it considers necessary to confirm the existence of the

Emergency and to assess the type, scope, nature and amount of assistance to be provided.

4.4 The Assisting Municipality shall respond to the request within one (1) day and may in its sole discretion determine the type and scope, nature and amount of assistance it will provide. The Assisting Municipality shall confirm in writing the assistance it has agreed to provide.

4.5 The parties may by mutual agreement alter the assistance to be provided to the Assisted Municipality under this Agreement. Amendments to the scope, type, nature or amount of assistance shall be confirmed in writing by the Requesting party within three (3) days of being agreed upon.

4.6 The Assisting Municipality shall respond to the request within one (1) day and may in its sole discretion determine the type and scope, nature and amount of assistance it will provide. The Assisting Municipality shall confirm in writing the assistance it has agreed to provide.

5. Limitations on Assistance Provided

5.1 Nothing in this Agreement shall require or obligate or be construed to require or obligate a party to provide assistance. Each party shall retain the right to refuse the request to provide assistance, and the right to offer options to the assistance that has been requested.

5.2 No liability shall arise against the Assisting Municipality if it fails, for any reason whatsoever, to respond to a request for assistance made under this Agreement.

5.3 When assistance has been offered or provided by the Assisting Municipality, the Assisting Municipality shall not be obligated to provide any further assistance or to do anything or take any action beyond that which is specifically agreed to by acceptance of the request for assistance.

5.4 Nothing in this Agreement shall prevent the Assisting Municipality, in its sole discretion, from withdrawing any or all assistance provided to the Assisted Municipality. Any withdrawal of assistance by the Assisting Municipality shall be made only upon at least forty-eight (48) hours written notice to the Assisted Municipality, unless the Assisting Municipality is responding to an actual or pending Emergency within its own geographical boundaries, in which case it may withdraw assistance from the Assisted Municipality without notice.

5.5 The Assisted Municipality may determine in its sole discretion that its requirements for assistance has ceased and shall notify the Assisting Municipality of this in writing.

6. Term and Termination

6.1 This agreement shall be in effect from April 19th 2022.

6.2 The agreement shall be subject to review by all parties every 5 years.

6.3 Despite any other section of this Agreement, any one party may terminate their participation in this Agreement upon at least sixty (60) days written notice to the other parties

7. Costs

7.1 The parties agree that any and all actual costs, as defined below, for assistance are to be paid by the Assisted Municipality. The Assisted Municipality shall be responsible to pay for any and all costs incurred by the Assisting Municipality in providing the assistance, which shall include all wages, salaries, overtime, shift premium, and similar charges and expenses incurred in providing the assistance and shall include those wages, salaries, overtime and shift premium charges incurred resulting from staffing requirements in its home jurisdiction during the period of the assistance providing they are reasonable in the circumstances. However, such costs shall not include the Assisting Municipality's cost of employment benefits which includes, for the purpose of this Agreement, Canada Pension Plan, Employment Insurance, OMERS contributions, and/ or contributions made to life insurance, health, dental and / or disability plans or policies.

7.2 The Assisted Municipality shall also be responsible for all actual operating costs for all personnel, services, equipment, machinery or material furnished, including but not limited to, costs of fuel, repairs, parts and any and all other items directly attributable to the operation of equipment and machinery, services, and material furnished as assistance to the Assisted Municipality under this Agreement. The Assisted Municipality shall be responsible for the cost of replacing equipment or material furnished by the Assisting Municipality if damaged beyond reasonable repair.

7.3 The Assisting Municipality shall provide to the Assisted Municipality, if practicable, an estimate of the cost of providing the assistance.

8. Payment

8.1 Payment by the Assisted Municipality for costs incurred for the assistance provided, shall be subject to the Assisted Municipality's receipt of an invoice from the Assisting Municipality. Such invoice shall set out in detail, to the reasonable satisfaction of the C.A.O., the costs actually incurred by the Assisting Municipality in providing assistance, and where practically available, receipts for disbursements shall be forwarded in support of the invoice. The Assisted Municipality shall remit payment of the amount owing for the assistance provided within sixty (60) days of the termination of the Emergency or the receipt of the Assisting Municipality's invoice, whichever is later.

8.2 Any amount remaining unpaid and outstanding after the sixty (60) day period referred to in sub-section 8.2 of this Agreement shall bear interest at the rate stipulated in the Assisting Municipality's invoice, which rate shall not exceed the Bank of Canada bank rate at the date of the invoice plus two (2) *percent per annum* until paid.

9.1 Despite the fact that employees, contractors, servants, and agents (collectively "the workers") of the Assisting Municipality may be assigned to perform duties for the Assisted Municipality, and that for the duration of the Emergency, the Assisted Municipality shall reimburse the Assisting Municipality for the cost of wages, salaries and expenses of the workers, in all other respects the workers of the Assisting Municipality retain their employment or contractual relationship with the Assisting Municipality. The parties acknowledge and agree that the Assisted Municipality is not to be deemed the employer of the Assisting Municipality's employees, agents, or contractors or servants, under any circumstances or for any purpose whatsoever. The Assisting Municipality shall remain responsible for all statutorily required deductions, contributions and/ or payments, such as E.I. and CPP.

10. Indemnity

10.1 The Assisted Municipality shall indemnify and save harmless the Assisting Municipality, their elected officials, officers, employees and volunteers from all claims, costs, all manner of action or actions, cause and causes of action, accounts, covenants, contracts, demands or other proceedings of every kind or nature whatsoever at law or in equity including but not limited to bodily injury or property damages including loss of revenue arising out of or allegedly attributed to the negligent acts, errors, omission, whether willful or otherwise from this Agreement and out of assistance provided pursuant to this Agreement by the Assisted Municipality, their elected official, employees, volunteers or those party which they are legally responsible. The indemnity herein provided shall include all costs, including but not limited to duties, dues, accounts, demands, penalties, fines and fees. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Assisted Municipality and shall survive this agreement.

10.2 The Assisting Municipality shall indemnify and save harmless the Assisted Municipality, their elected officials, officers, employees and volunteers from all claims, costs, all manner of action or actions, cause and causes of action, accounts, covenants, contracts, demands or other proceedings of every kind or nature whatsoever at law or in equity including but not limited to bodily injury or property damages including loss of revenue arising of or allegedly attributed to negligent acts, errors or omission, whether willful or otherwise from this Agreement and out of assistance provided pursuant to this Agreement by the Assisting Municipality, their elected official, employees, volunteers or those party which they are responsible. The indemnity herein provide shall include all costs, including but not limited to duties, dues, accounts, demands penalties, fines and fees. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Assisting Municipality and shall survive this agreement.

11. Insurance

11.1 Each party shall at their own expense prior to the commencement of work, obtain and maintain until the termination of the agreement or otherwise stated:

- 11.1.1 Municipal Liability Insurance issued on an occurrence basis for an amount of not less than \$25,000,000.00 per occurrence / \$25,000,000.00 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall 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; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees and volunteers as Additional Insured(s); contingent employers' liability; tenants' legal liability; cross liability and severability of interest clause.
- 11.1.2 Name the other party as an additional insured with respect to any claim arising out of the Assisted Municipality's obligations under this Agreement or the Assisting Municipality's provision of personnel, services, equipment, or material pursuant to this Agreement subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Additional insured.
- 11.1.3 Automobile liability insurance in the amount of Ten Million Dollars (\$10,000,000) for injury, loss or damage resulting from any one occurrence.
- 11.1.4 Professional Liability insurance covering the work and services described in this Agreement for an amount not less than twenty-five million (\$25,000,000) per occurrence. If such insurance is issued on a claims made basis, coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement or contain a 24 month extended reporting period.
- 11.1.5 Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the Named Insured and the additional Insured shall bear no cost towards such deductible.
- 11.1.6 Each party is responsible to keep their property / assets insured – failure to do so shall not impose any liability on the other party.
- 11.1.7 Each party shall provide the other party with a certificate of insurance in compliance with the insurance requirements as stipulated in the agreement. The Policies shown above shall not be cancelled unless the Insurer notifies the additional Insured in writing at least thirty (30) days prior to the effective date of the cancellation, materially change or lapse of coverage. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Municipality.
- 11.1.8 Each party shall be accountable for all health and safety infractions that his or her employees commit. Each party shall provide evidence of WSIB or its equivalent.
- 11.1.9 In the case of any conflict between the provisions of this document and any other provisions speaking to contractual indemnity or insurance clauses, the provisions of the Agreement will govern.

12. Collective Agreements

12.1 Each party agrees to review provisions of this Agreement with its appropriate local bargaining units for the purpose of seeking amendments to local agreements, if necessary, to reflect the terms of this Agreement. Each party further agrees to advise the other parties as soon as practically possible if it becomes aware of any impediments or obstacles imposed by local agreements to meeting its obligations under this agreement.

13. Liaison and Supervision

13.1 The Assisting Municipality shall have the right, to be exercised in its sole discretion, to assign an employee or agent (the "Liaison Officer") of the Assisting Municipality to the Municipal Emergency Control Group of the Assisted Municipality. The Liaison Officer shall provide a liaison between the Assisting Municipality and the Municipal Emergency Control Group of the Assisted Municipality. The parties acknowledge that the purpose of this Liaison Officer shall be to permit communication between the Assisted and Assisting Municipalities. Subject to the *Municipal Freedom of Information and Protection of Privacy Act*, the Liaison Officer shall be permitted to inform the Assisting Municipality on the status of the Emergency and the actions taken by the Assisted Municipality.

13.2 The Liaison Officer shall have the right to obtain information about the Emergency and the use of the assistance provided in order to report to the Assisting Municipality during and after the duration of the assistance provided and the Emergency. The Assisting Municipality shall keep confidential and not disclose any information concerning the Emergency or the assistance provided without the prior consent of the Assisted Municipality, except as may be legally required.

13.3 The Assisting Municipality shall assign its personnel to perform tasks as directed by the Municipal Emergency Control Group of the Assisted Municipality. The Assisting Municipality's personnel shall have the right to assign supervisory personnel to operate or supervise the operation of any of the Assisting Municipality's personnel and/ or equipment furnished as assistance to the Assisted Municipality. Such supervision shall be in accordance with the instructions of the Municipal Emergency Control Group.

14. Information Sharing

14.1 If requested, each party shall respond to the other party's request for information regarding specified types of personnel, services, equipment or material in the possession of each party that may be used in the provision of assistance under this Agreement. All such information shall be provided without any warranty of any kind as to its accuracy, reliability, usefulness or other characteristics.

15. Food and Lodging

15.1 For the duration of the assistance provided under this Agreement, the Assisted Municipality shall be responsible for providing all food, lodging and accommodation required by the personnel furnished pursuant to this Agreement. Where food and lodging cannot be provided in-kind, the Assisted Municipality shall pay a reasonable per diem to personnel for any food and lodging purchased by personnel of the Assisting Municipality. The per diem shall be no less than the Assisted Municipality pays its own employees as a matter of policy or agreement.

16. Notice

16.1 If not otherwise provided in this Agreement, written notice given pursuant to this Agreement must be delivered to the C.A.O. of each municipality.

16.2 If hand delivered, the notice is effective on the date of delivery; if faxed, the notice is effective on the date and time the fax is sent; if sent by electronic mail, the notice is effective on the date sent; and if mailed, the notice is deemed to be effective on the fifth business day following the day of mailing.

16.3 Any notice given shall be sufficiently given if signed by the C.A.O. or by a person authorized by or acting under the direction or control of the C.A.O..

17. Rights and Remedies

17.1 Nothing contained in this Agreement shall be construed as restricting or preventing any party from relying on any right or remedy otherwise available to it under this Agreement, at law or in equity in the event of any breach of this Agreement.

18. Binding Effect

18.1 This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors, administrators and assigns.

18.2 This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties, and no third party shall have any right of action arising in any way or manner under this Agreement for any cause whatsoever.

19. Incorporation of Schedules

19.1 This Agreement and the attached Schedule "A", embody the entire Agreement and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the parties prior to or at the date of execution.

20. Other Agreements

20.1 The parties hereto acknowledge and agree that if assistance is provided pursuant to this Agreement, that this Agreement and its provisions shall take precedence over any other mutual assistance agreements to which both parties are party.

21. Provisions Surviving Termination

21.1 Sections 5.2, 7, 8, 9, 10, 11, 16, 17, 21, 22 and 23 of this Agreement shall survive termination of this Agreement.

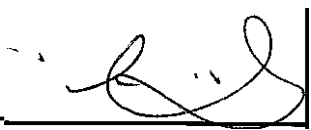
22. Governing Law

22.1 The parties agree to be governed by the laws of the Province of Ontario and Canada.

23. Arbitration

23.1 The parties herein agree that in the event of any dispute arising under or pursuant to this Agreement, which dispute cannot be resolved by the mutual agreement of the parties' C.A.O.s, the C.A.O.s shall refer the dispute to the respective Chairs of the parties for resolution. In the event that the Chairs cannot resolve the dispute, either party may, on providing ninety (90) days written notice to the other, refer the dispute to a third-party arbitrator of their mutual choice for resolution. Such arbitration shall be conducted pursuant to the *Arbitration Act, 1991, 5.0.1991 c. 17*, as amended.

IN WITNESS WHEREOF the parties have executed this Agreement.



Warden
United Counties of Stormont, Dundas and
Glengarry



Clerk
United Counties of Stormont, Dundas and Glengarry

Mayor
The Corporation of the City of Cornwall

Clerk
The Corporation of the City of Cornwall

Mayor
Township of North Dundas

Clerk
Township of North Dundas

Mayor
Municipality of South Dundas

Clerk
Municipality of South Dundas

Mayor
Township of North Stormont

Clerk
Township of North Stormont

Mayor
Township of South Stormont

Clerk
Township of South Stormont

Mayor
Township of North Glengarry

Clerk
Township of North Glengarry

Mayor
Township of South Glengarry

Clerk
Township of South Glengarry

SCHEDULE "A"
MUTUAL ASSISTANCE AGREEMENT

I, _____, Chief Administrative Officer / Designated
Official of _____, duly authorize to do so by the Council
of _____, do hereby request the
Municipality of _____, to provide assistance in the form of:

_____ PERSONNEL

_____ SERVICES

_____ EQUIPMENT

_____ MATERIAL

AS IS MORE PARTICULARLY SET OUT IN DETAILS AS FOLLOWS:

The above confirms the assistance verbally requested on _____, and which
assistance the Municipality of _____ has agreed to provided.

Dates at _____ this _____ day of _____, _____.

Chief Administrative Officer _____

Municipality of _____



STAFF REPORT

S.R. No. 76-2022

PREPARED BY: Kelli Campeau, GM Corporate Services/Clerk

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 6, 2022

SUBJECT: Procedural By-law – Third and Final Reading

BACKGROUND:

1. On May 16, 2022, Council read By-law 33-2022, being a by-law to govern the calling, place and proceedings of meetings, a first and second time.
2. The Procedural By-law is required pursuant to Section 238 of the *Municipal Act*, 2001.

ANALYSIS:

3. No additional comments have been received and therefore there have been no changes to the by-law since the first and second reading.
4. The by-law is before Council this evening for a third and final reading.

IMPACT ON 2022 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

Goal 3: Strengthen the effectiveness and efficiency of our organization.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 76-2022 be received and that By-law 33-2022, being a by-law to govern the calling, place and proceedings of meetings be read a third and final time, passed, signed and sealed in open council this 6th day of June, 2022.

**Recommended to Council for
Consideration by:
CAO – TIM MILLS**

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLEGNARRY
BY-LAW 33-2022
FOR THE YEAR 2022**

***BEING A BY-LAW TO GOVERN THE CALLING, PLACE AND PROCEEDINGS
OF COUNCIL.***

WHEREAS, the *Municipal Act, 2001*, c.25 S 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act 2001*, c. 25 S. 5(3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS the *Municipal Act, 2001*, c.25 S. 238 (2) provides that every municipality and local board shall pass a procedure by-law for governing the calling, place and proceedings of meetings.

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

1. **THAT** this by-law be known as the “Procedural By-law”.
2. **THAT** the rules and regulations contained in this by-law as set out in Schedule A attached hereto shall form part of this by-law.
3. **THAT** By-laws 59-16 and 47-2020 are hereby repealed.

READ A FIRST AND SECOND TIME THIS 16TH DAY OF MAY, 2022.

***READ A THIRD AND FINAL TIME, PASSED, SIGNED AND SEALED IN OPEN
COUNCIL THIS 6TH DAY OF JUNE, 2022***

MAYOR

CLERK

1. DEFINITIONS

- 1.1. **Act** means the Municipal Act, 2001, c.25 as amended or replaced from time to time.
- 1.2. **Acting Mayor** means the Deputy Mayor or another designate who shall act as the presiding officer in the absence of the Mayor.
- 1.3. **Ad Hoc Committee** means a committee created by Council with a defined objective and dissolved after completion of the task or objective.
- 1.4. **By-law** means an enactment approved by Council, passed for the purpose of exercising a power or to give effect to the decisions or proceedings of Council.
- 1.5. **CAO** means the Chief Administrative Officer of the Township as appointed by Council.
- 1.6. **Chair** means the presiding officer of a meeting.
- 1.7. **Clerk** means the Clerk of the Township, or their designate, as appointed by Council.
- 1.8. **Closed Meeting** means a meeting or part of a meeting that is closed to the public in accordance with the Municipal Act.
- 1.9. **Committee** means any advisory committee, sub committee, or similar entity composed of members appointed by Council.
- 1.10. **Committee of the Whole** means a meeting of the membership of Council sitting in a deliberative rather than legislative capacity for informal debate and preliminary consideration of matters awaiting legislative action.
- 1.11. **Confirming By-law** means a by-law passed at the conclusion of Council meetings, confirming the actions of Council taken at that meeting in respect of each resolution and other actions taken, so that every decision of Council at that meeting shall have the same force and effect as if each and every one of them had been the subject-matter of a separately enacted by-law.
- 1.12. **Consent Agenda** means a listing of consent items being presented to Council for approval without debate and with no delegation or presentation, formally referred to as items "For Information Only".
- 1.13. **Council** means the Township's elected representatives, comprised of one Mayor, one Deputy Mayor and three Councillors.
- 1.14. **Declared Emergency** means any period of time during which an emergency has been declared in all or part of the Township of South Glengarry under Section 4 or 7.0.1. of the Emergency Management and Civil Protection Act.
- 1.15. **Delegate** means any person, group or persons, firm or organization who is neither a Member of Council or an appointed official of the Township and is speaking to the Council or committee.
- 1.16. **Electronic Device** means computers, cell phones, smartphones, personal digital assistants, smartwatches, tablets, voice recorders, cameras or any other similar device.
- 1.17. **Electronic Participation** means a member of Council or Administration who participates remotely in any open or closed Council or committee meeting via electronic means in accordance with this by-law.

SCHEDULE 'A' TO BY-LAW 27-2022

- 1.18. **Local Newspaper** means any newspaper with circulation at least once per week within the boundaries of the Township of South Glengarry.
- 1.19. **Majority** means, for the purpose of voting, unless otherwise specified, more than half of the members of Council or committee present at the vote and not prohibited by statute from voting.
- 1.20. **Mayor** means the head of Council.
- 1.21. **Meeting** means any regular or special Council or committee meeting when a quorum is present as defined in the Act and includes meetings where some or all Members are attending via electronic participation.
- 1.22. **Member** means, according to the circumstances, a member of Council, including the Mayor, or a member of a committee, including the Chair.
- 1.23. **Motion** means a proposal, moved by a member and seconded by another member, for the consideration of Council or a committee.
- 1.24. **Notice of Motion** means a written notice, given by a member, advising Council that the motion described therein will be brought forward at a subsequent meeting.
- 1.25. **Open Meeting** means a meeting which is open to the public.
- 1.26. **Pecuniary Interest** means a pecuniary or conflict of interest, direct or indirect, in any matter as prescribed by the Municipal Conflict of Interest Act.
- 1.27. **Quorum** means a majority of the members.
- 1.28. **Recording Device** means any device used for the purpose of recording whether it be analogue, digital or other means of recording, including but not limited to computers, cell phones, smartphones, tablets, voice recorders, cameras or any other similar device.
- 1.29. **Resolution** means a motion that has carried.
- 1.30. **Rules of Procedure** means the rules and procedures as set out by this by-law.
- 1.31. **Regular Meeting** means a meeting of Council held at the times and dates specified in this by-law and approved by Council as part of an annual calendar.
- 1.32. **Social Media** means official social media pages created and managed by Township Administration, including but not limited to Facebook, Twitter, Instagram, TikTok, etc.
- 1.33. **Special Meeting** means a separate meeting of Council held at a time different than a regular meeting as approved by Council and which is focused on one or more particular and specific items or subjects.
- 1.34. **Standing Committee** means a committee established by Council for the purpose of providing ongoing advice and/or recommendations on specifically mandated subjects as determined by the Committee Terms of Reference.
- 1.35. **Township** means the Township of South Glengarry.
- 1.36. **Website** means the Township of South Glengarry Corporate website.

2. PURPOSE

- 2.1. The rules and regulations contained in this by-law shall be observed in all proceedings of Council and shall be the rules and regulations for the order and dispatch of business in Council and Committee meetings, provided that the rules and regulations contained herein are not suspended by a simple majority vote of the members of Council or Committee present at the meeting.
- 2.2. This by-law sets out processes that will ensure the Township governs itself in a manner that is open and transparent.
- 2.3. In the event of a conflict between the provisions of this by-law and the Act, or any other legislation, the provisions of the legislation shall prevail.

3. SUSPENSION OF RULES

- 3.1. Any procedure required by this by-law may be suspended with the consent of a majority of the members present, except where such suspension would contravene the provisions of any statute law or regulation.
- 3.2. A suspension shall only apply to the procedure(s) or rule(s) which are stated within the motion to suspend and only during the meeting in which such motion was introduced.
- 3.3. The following rules and procedures cannot be suspended:
 - 3.3.1. Restriction to add other business in special meetings; and
 - 3.3.2. Majority of members for quorum

4. CONDUCT AT MEETINGS

Council and Committee Members:

- 4.1. Members of Council shall govern themselves according to the Council Code of Conduct and Staff-Council Relations Policy.
- 4.2. The Mayor or Chair shall preserve order and rule on points of order and privilege.
- 4.3. A member who desires to speak on any motion before Council shall upon recognition, respectfully address the Chair. Discussion shall be confined to the subject matter.
- 4.4. No member shall, without leave of the Council or committee:
 - 4.4.1. Use offensive words or un-parliamentary language in or against Council or against any member, staff or guest;
 - 4.4.2. Speak disrespectfully of the reigning sovereign or of any member of the Royal Family or of the Governor General, the Lieutenant Governor of any Province or any Member of the Senate, the House of Commons of Canada, or the Legislative Assembly of the Province of Ontario.
 - 4.4.3. Disturb another member, staff, or guests by any disorderly conduct disconcerting to the speaker or the assembly.
 - 4.4.4. Speak on any subject other than the subject in debate or criticize any decision of Council, except for the purpose of moving that the motion be

SCHEDULE 'A' TO BY-LAW 27-2022

reconsidered.

4.4.5. Leave his or her seat or make any noise or disturbance while a vote is being taken or until the result is declared.

4.4.6. Interrupt the member who has the floor, except to raise a point of order.

4.4.7. Persist in any such disobedience after having been called to order by the Chair. If a member persists in such disobedience after having been called to order, the member may be ordered by the Mayor or Chair to leave his or her seat for the meeting. In the event that a member refuses to vacate their seat, the Mayor or Chair may request that the member be removed by the Clerk and/or staff as required. In case of an adequate apology being made by the member, they may, by way of majority vote of the members present, be permitted to take their seat.

4.5. Each member shall place any electronic devices on an inaudible setting during any open or closed meeting.

4.6. No member shall use an electronic device or recording device to broadcast, record or otherwise publish or distribute audio or video of any open or closed meeting, nor photographs of any closed meeting.

Conduct of Staff, Public and Delegations:

4.7. Members of staff, the public and delegations in attendance at a meeting shall not:

4.7.1. Address Council or the committee without permission.

4.7.2. Engage in any activity or behaviour or make any audible noises that could affect the Council or committee deliberations, including clapping, shouting or any other form of disorderly conduct.

4.7.3. Hand out any brochures, pamphlets, buttons or literature in the Council Chambers without prior approval of the Chair.

4.8. No person shall make detrimental comments, or speak ill of, or malign the integrity of staff, the public, the Mayor, members of Council or members of committees.

4.9. If a person persists with inappropriate behaviour after having been called to order by the Mayor or Chair, the person(s) may be ordered by the Mayor or Chair to leave the meeting. In the event that any person refuses to leave when ordered to do so, the Mayor or Chair may request that the person(s) be removed by the Clerk and/or staff as required, and the police may be called for assistance as necessary.

5. MEETINGS – LOCATION, TIME AND NOTICE

5.1. Meetings of Council shall be held at Council Chambers located in Tartan Hall at 19740 John Street, Williamstown, Ontario or another location at the discretion of the Mayor.

5.2. The inaugural meeting of a newly elected Council shall take place on the first Monday of the term of Council as prescribed by the *Municipal Elections Act, 1996* in Council Chambers or at an alternate location as determined by the Clerk.

5.2.1. Each member shall, at the inaugural meeting, make his or her declaration of office and sign Council's Code of Conduct.

SCHEDULE 'A' TO BY-LAW 27-2022

5.2.2. Council shall not proceed with any regular business at this meeting.

5.3. The next and each succeeding Regular Meeting of Council shall be held on the first and third Monday of each month beginning at 7:00 pm in accordance with the scheduled list of Meetings prepared by the Clerk and approved by resolution of Council, unless Council, by resolution, directs otherwise, in which case public notice of forty-eight (48) hours shall be posted on the Township's website and social media advising of the date, time and location or cancellation of a meeting.

5.4. In the event a Regular Meeting date falls on a statutory holiday, the Council or committee shall meet on the next day not being a public holiday at the same time.

5.5. Notwithstanding Section 5.3, there will only be one Regular Meeting during the months of January and August.

5.6. Notice to the public of all Regular and Special Meetings of Council must be provided by posting the Agenda on the Township website no less than forty-eight hours (48) prior to the commencement of the meeting.

5.7. The meeting agenda shall include the date, time, and location of the meeting.

5.8. Council or committee meetings may be held electronically, at the discretion of the Mayor or Chair in consultation with the Clerk. If a meeting has been previously scheduled to be held in-person, notice the electronic meeting shall be sent to all members and relevant staff and shall be posted on the Township website as soon as is practicable.

5.9. When a meeting is to be held electronically, notice shall be provided advising members of the public as to how they can attend by posting such information to the Township's website.

5.10. Sections 5.8 and 5.9 shall not apply to meetings subject to the rules and provisions of the Statutory Powers Procedure Act or any other legislation which prescribes timelines related to meeting notice (such as hearings related to Planning matters).

5.11. The CAO or Clerk, in consultation with the Mayor, has the authority to cancel any regular meeting if it is determined there is not sufficient business to be conducted, provided notification has been given at a prior meeting or within forty-eight (48) hours (not including weekends or holidays) of the meeting.

5.12. Notice of a meeting cancellation shall be sent to all Council members and members of staff who regularly attend meetings.

5.13. The CAO or Clerk, in consultation with the Mayor, also have the authority to cancel any meeting or change the location of any meeting of Council due to inclement weather conditions or for matters related to public health and safety, provided sufficient notice is given.

5.14. Section 5.6 shall not apply to emergency meetings called under Section 6.4. The Clerk shall give public notice for emergency meetings called under Section 6.4 by inclusion on the Township's website as soon as possible after the meeting is called.

6. RECORDING AND LIVESTREAMING OF MEETINGS

6.1. All meetings with a quorum of members may be audio and/or visually recorded by the Township, with the exception of meetings closed to the public in accordance with the Act.

SCHEDULE 'A' TO BY-LAW 27-2022

6.2. Regular and Special meetings of Council may be livestreamed to an online platform (i.e. YouTube) which must be accessible to members of the general public.

6.3. In the event of a connection/service interruption, the Chair may recess the meeting for up to 15 minutes.

6.4. Technical issues that prevent access of the general public to a meeting lasting longer than 15 minutes shall result in the adjournment and rescheduling of said meeting.

7. QUORUM AND CURFEW

7.1. If no quorum is present twenty (20) minutes after the time appointed for a meeting, the Council or committee shall stand adjourned until the next meeting date.

7.2. In the absence of the Mayor, the Deputy Mayor shall preside until the arrival of the Mayor.

7.3. In the absence of the Mayor and Deputy Mayor, the Clerk shall call the members to order and the Council shall choose a chair from the members present.

7.4. For committee meetings, in the absence of the Chair, the staff resource shall call the members to order and the committee shall choose a Chair from the members present.

7.5. If at any time during a meeting quorum is lost, the meeting shall automatically be recessed until a quorum is re-established. If the loss of quorum continues for thirty minutes, the meeting shall be adjourned. This clause shall also apply if quorum is lost during an electronic meeting.

7.6. Unless otherwise ordered by resolution passed by a majority of members present, Council shall be adjourned at 11:00 pm.

8. CLOSED MEETINGS

8.1. All meetings of Council and committees shall be open to the public.

8.2. Notwithstanding Section 8.1, a meeting may be closed to the public in accordance with the provisions of the Municipal Act.

8.3. A closed meeting may be scheduled within a regular or special meeting of Council.

8.4. Prior to holding a closed meeting, Council or the committee shall state by resolution in an open meeting that a closed meeting shall be held, the subject matter and the permitted closed meeting exemption to be applied.

8.5. The Clerk or their designate shall attend all closed meetings and record the proceedings, including procedural motions and direction given to staff, without note or comment.

8.6. The Mayor or Chair shall report out in an open meeting immediately following the closed meeting.

9. MOTIONS

- 9.1. The actions and decisions of Council shall be presented and decided upon by way of motions or resolutions, duly introduced, seconded, debated and voted upon.
- 9.2. All motions must be formally seconded before they can be considered or be recorded in the minutes.
- 9.3. All motions presented to Council in writing or orally shall be stated by the presiding officer before debate.
- 9.4. A resolution, by-law or any question or matter that has previously been adopted by Council may be reconsidered subject to the following:
 - 9.4.1. A notice of motion for reconsideration must be supported by a simple majority vote of the members of council present at the meeting before the matter to be reconsidered can be debated.
 - 9.4.2. A vote to reconsider shall not be considered more than once in any twelve-month period.
 - 9.4.3. A motion passed or debated at a meeting of Council shall not be reconsidered at the same meeting without consent of the majority of its members.
 - 9.4.4. These rules do not apply when a motion pertains to a decision of a previous council.
- 9.5. A motion to amend the main motion:
 - 9.5.1. Is open to debate;
 - 9.5.2. Shall not propose a direct negative to the main motion;
 - 9.5.3. Shall be relevant to the main motion;
- 9.6. A "Friendly Amendment" may be allowed by the Mayor or Chair as an amendment to a motion under debate that is perceived by all members present as an enhancement to the original motion, often only as a clarification of the motion's intent.
- 9.7. A motion may be deferred by a majority vote of the members present.
- 9.8. Once a motion has been put to a vote, there shall be no further discussion or debate.
- 9.9. A motion may be voted against by the mover and seconder.

10. VOTING

- 10.1. The Mayor or Chair, except where said individual is disqualified to vote by reason of pecuniary interest, may vote with the other members on all questions.
- 10.2. Any question on which there is an equality of votes shall be deemed to be negative.
- 10.3. If a member disagrees with the announcement of the results of the vote by the Chair, he/she may object immediately to the declaration and require that the members be polled individually.

SCHEDULE 'A' TO BY-LAW 27-2022

- 10.4. Voting shall be done by a show of hands unless there has been a request for a recorded vote or unless a recorded vote is required by the Municipal Act. Where a vote is taken for any purpose, a member may request immediately prior or immediately subsequent to the taking of the vote, that the vote be recorded.
- 10.5. With respect to recorded votes, the Clerk shall ask each member present, except where a member is disqualified to vote by reason of pecuniary interest, to state whether they are in favour or opposed to the motion and shall record each member's vote in the meeting minutes.
- 10.6. On any vote, any member, except for a member who is disqualified from voting under any Act, who does not vote in favour or in opposition, shall be deemed to have voted in the negative.

11. RULES OF DEBATE

- 11.1. Every member, prior to speaking, shall be recognized by the presiding officer. Every member present at a meeting when a question is put forth shall vote unless prohibited by statute.
- 11.2. When the presiding officer calls for the vote on a question, each member shall occupy their seat and shall remain in their place until the result of the vote has been declared by the presiding officer. During such time, no member shall speak to any other member or make any noise or disturbance.
- 11.3. When a member is speaking, no other member shall pass between him/her and the presiding officer or interrupt him/her except to raise a point of order.
- 11.4. Any member may require the question or motion under discussion to be read at any time during the debate, but not so as to interrupt a member while speaking.
- 11.5. Unless otherwise authorized by the head of council, all members staff and guests shall address Council through the presiding officer and only when recognized to do so.
- 11.6. When two or more members seek to address Council, the head of Council shall designate the member who may speak first.

12. POINTS OF ORDER OR PRIVILEGE

- 12.1. A point of order may be raised if the rules appear to have been breached or broken. This may interrupt a member during debate, or anything else if the breach of the rules warrants it. The point must be resolved before business continues.
- 12.2. A member may raise a point of privilege at any time if they consider that their integrity or the integrity of Council as a whole, a committee as a whole, or staff member has been impugned.
- 12.3. Where the Mayor or Chair considers that the integrity of any Township employee has been impugned or questioned, the Mayor or Chair may permit staff to make a statement to Council or the committee.

13. REGULAR COUNCIL MEETINGS

- 13.1. The rules and procedures contained in sections 4 to 12 shall apply to all regular meetings of Council.

SCHEDULE 'A' TO BY-LAW 27-2022

13.2. Regular Council meeting agendas, including all associated reports and supporting materials, shall be prepared and delivered electronically to members on the Wednesday preceding the meeting. The agenda will be posted to the website on the Friday preceding the scheduled meeting by 12:00 pm.

13.3. The Clerk, in consultation with the Mayor and staff, shall have discretion to prepare for the use of members, an agenda with the following order of business:

- Call to Order
- O Canada
- Disclosure of Pecuniary Interest
- Approval of Agenda
- Approval of Minutes
- Presentations and Delegations
- Action Requests
- By-laws
- Consent Agenda
- Items for Consideration
- Closed Session
- Confirming By-law
- Adjournment

13.4. Approval of Minutes

13.4.1. The Clerk shall present the minutes, without note or comment, of any previous open meetings to Council for adoption.

13.4.2. When the minutes of a Council meeting have been adopted, the Mayor and Clerk shall sign them.

13.4.3. The Clerk shall be authorized to make minor corrections to the minutes due to typographical errors, provided the intent is not changed.

13.5. Presentations and Delegations

13.5.1. In order to appear before Council as a delegation, a proposed delegate must advise the Clerk in writing no later than 12:00 pm on the Monday before the next scheduled meeting date.

13.5.2. Those who request to have an audience with Council must provide a copy of what they intend to present and detail the nature of the matter to be presented and discussed to the Clerk for inclusion on the meeting agenda.

13.5.3. Each delegation shall be limited in speaking to not more than ten (10) minutes. Extensions to this limit will be at the discretion of the presiding officer.

13.5.4. Upon completion of a presentation by a delegation, any dialogue between the members and the delegate shall be limited to members asking questions for clarification and to obtain additional, relevant information only. Members shall not enter into debate with the delegation respecting the presentation.

13.5.5. Council will defer and/or direct a decision or action on information received from a delegation to a subsequent meeting.

13.5.6. Delegations who have previously addressed the present Council on a topic shall not be granted a delegation again, unless they can provide that they have new information.

13.5.7. The Clerk will review delegation requests with the CAO and Mayor. The Mayor has the discretionary authority to accept or refuse the request.

13.6. Action Requests

13.6.1. All action requests presented to Council as part of the agenda will be in a written format (Staff Report) complete with a draft motion and approved by the CAO or designate.

13.7. By-laws

13.7.1. A copy of every proposed by-law shall be included in the Council agenda and be available for any person interested in reviewing.

13.7.2. The Clerk shall be responsible for the correctness of all by-laws should they be amended at a Council meeting.

13.7.3. Every by-law passed by Council shall:

13.7.3.1. Be signed by the Mayor or the presiding officer;

13.7.3.2. Be signed by the Clerk or designate;

13.7.3.3. Be sealed with the Township corporate seal; and

13.7.3.4. Indicate the date of passage

13.7.4. The Clerk shall be authorized to make minor corrections to by-laws due to typographical errors, provided the intent is not changed.

13.8. Consent Agenda

13.8.1. The Council consent agenda (formerly Committee Reports and For Information Only) may consist of the following items:

13.8.1.1. Information Reports

13.8.1.2. Committee Minutes

13.8.1.3. Departmental Updates

13.8.1.4. Correspondence

13.8.2. Members of Council may identify items contained on the consent agenda which they wish to speak to and/or seek action upon. These items shall be extracted from the consent agenda to be dealt with separately under "Items for Consideration".

13.8.3. The balance of items on the consent agenda, which have not been extracted, shall be accepted by a single resolution.

13.9. Items for Consideration

13.9.1. Items for consideration shall consist of the items that have been identified from within the consent agenda.

13.10. Confirming By-law

13.10.1. A by-law to confirm the proceedings and resolutions of Council at the meeting shall be presented at the conclusion of each meeting. Such by-law shall confirm any motion, resolution, and other action passed or taken by Council at the meeting.

14. SPECIAL MEETINGS OF COUNCIL

14.1. In accordance with Section 240 (a) of the Act, the Mayor may at any time call a Special Meeting of Council. The Special Meeting shall be held on the date, time and location as designated for this purpose by the Mayor.

SCHEDULE 'A' TO BY-LAW 27-2022

- 14.2. In accordance with Section 240 (b) of the Act, the Clerk shall call a Special Meeting upon receipt of a petition of the majority of the Members of Council for the purpose and at the time and place mentioned in the petition.
- 14.3. Forty-eight (48) hours notice of all Special Meetings shall be given to each Member by electronic mail to the e-mail address provided by the municipality. Such written notice shall indicate the date, time, place and nature of the business to be considered at the Special Meeting.
- 14.4. The rules and procedures contained in sections 4 to 12 shall apply to all special meetings of Council, with necessary changes.
- 14.5. Notwithstanding the notice requirement set out above, the Mayor may, in the event of a bonafide emergency, call a Special Meeting of Council without giving forty-eight (48) hours notice of the Meeting, provided that the Clerk has diligently attempted to advise all members immediately upon being advised of the intention to hold an emergency meeting. The only business to be dealt with at the meeting shall be respecting that emergency. The Clerk or designate shall make his/her best efforts to provide as much notice as is reasonable under the circumstances.

15. COMMITTEE OF THE WHOLE MEETINGS

- 15.1. A committee of the whole meeting may be called at the discretion of the Mayor or upon receipt of a petition of the majority of the members of Council for the purpose and at the time and place mentioned in the petition or designated by the Mayor.
- 15.2. Committee of the whole meetings shall be held in a deliberative rather than legislative capacity for informal debate and preliminary consideration of matters awaiting legislative action.
- 15.3. The Clerk, in consultation with the Mayor and staff, shall have discretion to prepare for the use of members an agenda for the committee of the whole meeting containing the following:
- Call to Order
 - Disclosure of Pecuniary Interest
 - Delegations
 - Key Information Reports
 - Adjournment
- 15.4. The rules and procedures contained in sections 4 to 12 shall apply to all committee of the whole meetings, with necessary changes.

16. ELECTRONIC PARTICIPATION

- 16.1. Any member of Council may participate in any open or closed meeting electronically and be counted for the purpose of establishing quorum.
- 16.2. Any committee member may participate in any open or closed committee meeting electronically and be counted for the purpose of establishing quorum.
- 16.3. Members are permitted the opportunity to vote when participating electronically unless they have declared a conflict of interest.
- 16.4. Members must provide the Clerk a minimum of 24 hours notice of their intent to participate electronically to ensure the proper technology is enabled, unless extraordinary circumstances, per the Clerk's discretion, apply.

SCHEDULE 'A' TO BY-LAW 27-2022

- 16.5. A member who is participating electronically in a meeting who, for any reason, will no longer be attending the meeting prior to adjournment, shall advise the Chair and Clerk of their absence from the meeting.
- 16.6. Members who have declared a pecuniary interest/conflict of interest regarding a matter being discussed shall turn their camera and microphone off and not participate in any way with respect to the matter in question. A member who has declared a pecuniary interest, conflict of interest may not attend a closed session electronically where the subject matter of their declaration is discussed.
- 16.7. Any member participating electronically may not have any other person present with them when in closed session and they may be asked to demonstrate that they are alone.
- 16.8. Sections 16.1 through 16.7 shall apply to members of committees except where prohibited by legislation.
- 16.9. If the public is not permitted to attend a meeting in person and the livestream fails, the meeting will adjourn and be re-scheduled with notice provided pursuant to Section 6.

17.COMMITTEES OF COUNCIL

- 17.1. Council may appoint Ad Hoc or Standing Committees to consider specific matters and report to Council.
- 17.2. Committees shall be established by by-law and Terms of Reference for a committee shall be presented for approval at the time that the committee is established.
- 17.3. Committees shall report to Council from time to time, as often as the interests of Council may require. All matters connected with the Terms of Reference of the Committee will be considered by the committee and the committee will in turn make recommendations to Council as necessary. All committee recommendations shall be referred to Council for consideration before becoming effective.
- 17.4. Each committee shall, at its first meeting, fix a date and hour for the regular meetings during the year or by call of the Chair and shall elect a Chairperson who shall preside at all meetings of the committee.
- 17.5. Council may, at any time, establish an ad hoc committee to study, evaluate, negotiate, investigate, prepare a special report, or make recommendations for the resolution of a specific matter or issue.
- 17.6. Ad hoc and standing committees shall be established by motion and such motion shall contain the general nature of the issue or issues to be addressed by the committee.
- 17.7. An ad hoc committee shall be automatically dissolved once its work is complete, and recommendations have been reported to Council.
- 17.8. The Mayor shall be an ex officio member of all committees and may attend and participate in committee meetings; however, cannot serve as Chair, does not count towards quorum, and cannot vote when attending a meeting as an ex officio member.
- 17.9. Members of Council shall be appointed by the Mayor, in consultation with Council, to sit on various committees of Council for the term of Council, unless otherwise required by legislation. These appointments will be confirmed at a regular meeting of council.

18. GENERAL RULES

- 18.1. In relation to the proceedings of Council and committees, and for which rules of procedure have not been provided in this by-law, Robert's Rules of Order shall be referenced where practicable.
- 18.2. No amendment or repeal of this by-law or any part thereof shall be considered at any meeting of Council unless notice of the proposed amendment or repeal has been given at a previous regular meeting of Council. The waiving of the notice of this by-law by Council is prohibited.
- 18.3. The provisions of this by-law are severable. If any provision, section or word is held to be invalid or illegal, such invalidity or illegality shall not affect or impair any of the remaining provision, sections, or words of this by-law.
- 18.4. Where the terms of any by-law passed prior to this by-law conflict with this by-law, the terms of this by-law shall prevail.
- 18.5. This by-law shall become effective upon the date of its final passing.



STAFF REPORT

S.R. No. 77-2022

PREPARED BY: Tim Mills, Chief Administrative Officer

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 6, 2022

SUBJECT: Pride Month and Raising of the Pride Flag

BACKGROUND:

1. June is recognized as Pride Month in Canada. Pride Month is a month-long observance and celebration of lesbian, gay, bisexual, transgender, queer and 2-spirited (LGBTQ2+) people and the history, culture and contributions of the LGBTQ2+ communities.
2. In 2021 the Township of South Glengarry formally recognized Pride Month for the first time and raised the rainbow flag (pride flag) at the municipal office in Lancaster.
3. Throughout the year, Council recognizes organizations, individuals and various events to highlight noteworthy public contributions and achievements. Recognition can take the form of resolutions, proclamations, certificates, letters, and plaques. Council may also be asked to display specific flags to commemorate a cause or event.

ANALYSIS:

1. A resolution by Council that recognizes Pride Month supports the Township's commitment to diversity, equity and inclusion and increases awareness and acknowledgment of the LGBTQ2+ communities by celebrating equality, inclusion, and empowerment.
2. The Township has a responsibility to do much more community engagement, outreach, and staff training in relation to diversity, equity, and inclusion.
3. The Township currently does not have a policy regulating the display or use of flags on Township properties.
4. That Pride Month be formally recognized by the Township of South Glengarry; and that the proclamation be posted on the Township's website.



5. That the Pride rainbow flag be raised at the Township municipal office in Lancaster, with the flag remaining raised for the balance of Pride Month.

IMPACT ON 2022 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

Goal 4: Improve quality of life in our community.

RECOMMENDATION:

BE IT RESOLVED THAT the Township of South Glengarry hereby recognizes June 2022 as Pride Month throughout the Township of South Glengarry and acknowledges, supports and celebrates equality, inclusion and empowerment for all members of the LGBTQ2+ community and furthermore, that the rainbow flag be raised at the Municipal office in Lancaster and at the Char-Lan Recreation Centre for the month of June.

**Recommended to Council for
Consideration by:
CAO – TIM MILLS**



STAFF REPORT

S.R. No. 78-2022

PREPARED BY: Tim Mills, Chief Administrative Officer

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 6, 2022

SUBJECT: Right to Disconnect Policy

BACKGROUND:

1. On December 2, 2021 the *Employment Standards Act* (ESA) was amended by Bill 27: the Working for Workers Act, establishing a requirement that:

“an employer that, on January 1 of any year, employs 25 or more employees shall, before March 1 of that year, ensure it has a written policy in place for all employees with respect to disconnecting from work that includes the date the policy was prepared and the date any changes were made to the policy.”
2. Employers that employed 25 or more employees as of January 1, 2022 were required to have a Right to Disconnect policy in place by June 2, 2022.
3. The ESA defines “disconnecting from work” as not engaging in work-related communications, including e-mails, telephone calls, video calls or the sending or reviewing of other messages, so as to be free from the performance of work.
4. However, the ESA does not require an employer to create a new right for employees to disconnect from work and be free from the obligation to engage in work-related communications in its policies. Employee rights under the ESA to not perform work are established through other ESA rules.

ANALYSIS:

5. Administration recognizes the value of disconnecting from work. However, at times there are situations when it is necessary to contact employees and for employees to work outside of regular working hours, including but not limited to:
 - Contacting employees to inquire about availability to work/fill in on short notice.
 - Contacting employees or requiring employees to work in the event of unanticipated/emergency circumstances.
 - When business/operational reasons require work or contact outside of regular working hours.

6. The attached policy encourages staff to monitor and send work-related communication, including e-mails and phone calls, during regular working hours whenever possible. The policy also provides time-management tactics to encourage employees to maximize their productivity during the regular work day.

IMPACT ON 2022 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

Goal 3: Strengthen the effectiveness and efficiency of our organization.
Goal 5: Improve internal and external communications.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 78-2022 be received and that By-law 38-2022, being a by-law to adopt a Right to Disconnect Policy be read a first, second and third time, passed, signed and sealed in open council this 6th day of June 2022.

**Recommended to Council for
Consideration by:
CAO – TIM MILLS**

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 38-2022
FOR THE YEAR 2022**

***BEING A BY-LAW TO ADOPT A RIGHT TO DISCONNECT POLICY
FOR THE CORPORATION OF THE TOWNSHIP OF SOUTH
GLENGARRY.***

WHEREAS, the *Municipal Act, 2001*, c.25 S 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act 2001*, c. 25 S. 5(3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS Bill 27, the *Working for Workers Act*, 2021 amended the *Employment Standards Act*, 2000, requiring employers with 25 or more employees to establish a written policy for all employees with respect to disconnecting from work;

AND WHEREAS the Council of the Township of South Glengarry recognizes the value and importance of disconnecting from work.

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

- 1. **THAT** Policy 02-2022, being a Right to Disconnect Policy, attached hereto as schedule “A” and forming part of this by-law be adopted.
- 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 6TH DAY OF JUNE 2022.***

MAYOR: _____ ***CLERK:*** _____

South Glengarry				POLICY
Policy Number:	02-2022		Review Frequency:	Annual
Approved By:	Council of the Township of South Glengarry	Date Approved:	June 6, 2022	
		Revision Date:		
Subject:	Schedule “A” to By-law 38-2022 – Right to Disconnect			

1. POLICY STATEMENT

1.1. The Township of South Glengarry “the Township” supports the wellbeing of our employees and recognizes the benefit that comes from disconnecting from work.

2. PURPOSE

2.1. The Township of South Glengarry is adopting this policy regarding disconnecting from work and to encourage employees to enjoy their lives outside of work.

3. SCOPE

3.1. This policy applies to all Township of South Glengarry employees of all work locations, unless a separate policy relating to the employee’s position is put into place and is provided to the employee.

4. DEFINITIONS

4.1. “Disconnecting from Work” means not engaging in work-related communications including e-mails, telephone calls, video calls or the sending or reviewing of other messages, so as to be free from the performance of work.

5. POLICY

5.1. The Township of South Glengarry recognizes the value of disconnecting from work. However, there are legitimate situations when it is necessary to contact employees and for employees to work outside of normal working hours, including but not limited to:

- Contacting employees to check availability for work/shifts, or to inquire about availability to fill in on short notice (e.g. due to unexpected absenteeism);

- Contacting employees or requiring employees to work in the event of unanticipated circumstances;
- If business and operational reasons require work or contact outside of normal working hours.

5.2. Schedules and working hours vary within the Township and different employees have different working hours. Being able to disconnect from work will vary based on each employee's own normal working schedule and the duties and responsibilities of their job.

5.3. Where possible, work-related communications (e.g. e-mails, phone calls, etc.) should be checked and/or sent during normal working hours. Where work patterns differ, some employees may send communications at a time which is not during the working hours of the recipient. Where this is the case, the sender should give consideration to the content and timing of their communication and understand that the recipient may not respond until their working hours. Similarly, meetings should be scheduled during working hours of all attendees, whenever reasonably possible.

5.4. Some employees may be provided with devices such as a mobile phone, laptop or tablet as outlined in related Township policies. These are provided to Township employees to allow flexibility in how such employees complete their work. These employees are expected to be reasonably reachable in the event of an urgent work requirement and to work if the circumstances warrant (e.g. to response to urgent work communications).

5.5. Any communications requiring attention outside of the recipient's regular working hours should be identified by the sender as such. Employees must also be respectful of others' right to disconnect and should not expect their co-workers to respond, communicate, or complete work when not working.

Workload and Productivity

5.6. The Township understands that employees may want or need to work outside their normal hours to meet a time-sensitive deadline, to attend to an urgent matter or due to unforeseen circumstances; however, employees should not regularly or frequently work outside their scheduled hours to complete or catch up on work.

5.7. Employees who cannot manage their workload during their regularly scheduled hours should meet with their General Manager or the CAO to evaluate the current workload, priorities and other due dates.

5.8. General Manager's will work with employees to come up with a solution to ensure:

- The current workload does not result in the employee working excess hours or contribute to additional stress and burnout;
- Normal job duties can be completed during working hours; and
- Employees can remain productive and meet organizational goals and objectives.

5.9. Working additional hours does not always equate to higher productivity. Employees can maximize their productivity during their workday by using time management tactics such as:

- Blocking off periods in their schedule and calendar to complete specific tasks or address communication;
- Working with their General Manager to organize work in order of priority or importance;
- Breaking down projects and tasks into manageable phases;
- Minimizing interruptions by setting their online status to “busy” or “do not disturb”;
- Trying to have at least one dedicated workday per week without meetings (where possible); and
- Setting goals to work continuously for a specified period before taking a break or responding to communication.

Time Off

5.10. The Township understands the importance for its employees to have personal time off. Employees are encouraged to use their accrued vacation time in full every year for rest, relaxation and personal pursuits.

5.11. Employees are expected to complete any time-sensitive projects and meet any deadlines before going on vacation. If work can be attended to when the employee returns, they can resume their duties where they left off before taking vacation.

5.12. General Managers will work with employees to delegate job-specific duties that must be completed while the employee is on vacation to maintain workflow and productivity.

5.13. Employees should not be reluctant to take vacation due to workload, unless there are limitations or restrictions because of a due date, project priority, scheduling conflict, or unforeseen circumstances that prevent an employee from taking a vacation at a specific time requested.

Employment Standards

- 5.14. This policy does not eliminate or limit any rights that an employee has under the ESA. Each employee retains their applicable rights under the ESA, including those regarding the performance (and non-performance) of work, and those regarding when work is deemed to have been performed.

Changes to Policy

- 5.15. The Township will review this policy annually and may make changes at any time. Any changes will be communicated to employees.

6. RESPONSIBILITIES

6.1. Employees will:

- Ensure that they do not work outside of their working hours unless requested or required by their Supervisor or General Manager;
- Ensure that they do not exceed the maximum working hours permitted under the ESA or work during an applicable time that they are to be free from work pursuant to the ESA;
- Track and report work performed outside of their scheduled working hours and follow any time tracking methods as required in the Township's Hours of Work Policy or Collective Agreement (if applicable) including when working remotely;
- Be mindful of times that others (such as employees, contractors, etc.) may be disconnecting from work (e.g. by generally avoiding e-mailing or calling outside of normal working hours); and
- Following any directions established by the Township relating to notifying others of times that the employee is disconnecting from work (e.g. out of office voicemails, automatic e-mail replies, etc.)

6.2. Employer will:

- Establish and maintain a written policy on disconnecting from work; and
- Provide a copy of the written policy on disconnecting from work to all employees within 30 days of the policy being prepared or changed and to new employees within 30 days of being hired.

7. MONITORING AND COMPLIANCE

- 7.1. This policy will be reviewed on an annual basis.

8. AUTHORITY AND RELATED POLICIES

- Employment Standards Act, 1990
- Working for Workers Act, 2022 (Bill 27)

- HR Policy 700-12 Non-Union Hours of Work
- Collective Agreement

9. CONTACT

9.1. For more information on this policy, contact the Chief Administrative Officer.



STAFF REPORT

S.R. No. 79-2022

PREPARED BY: Sherry-Lynn Servage, GM Parks, Recreation and Culture

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 6, 2022

SUBJECT: Char-Lan Recreation Centre – Workshop Columns

BACKGROUND:

1. EVB Engineering prepared a condition report of the Char-Lan Recreation Centre (CLRC) in June 2021. This assessment identified architectural, mechanical, structural, and electrical deficiencies within the facility.
2. Administration has addressed some items in the condition report and continues to execute projects that improve the facility as a whole. However, it will take time to address all items as there have been multiple deficiencies identified.
3. One of the structural deficiencies that was identified is the corrosion of columns in the workshop located at the south end of the CLRC.
4. EVB Engineering was on site during the ongoing arena floor and dasher board project and reassessed the corroded columns. EVB Engineering prepared the attached technical memorandum to provide details on the item requiring repair.

ANALYSIS:

5. The columns are in need of repair, and it is recommended that this item be addressed this summer.
6. With the arena floor project taking place, it would be beneficial to complete this structural repair at this time. This would include shoring the roof structure, removing the base of the existing columns and welding in place a new column splice. This project would include engineer drawings and a contractor to execute the repairs.

IMPACT ON 2022 BUDGET:

7. This item would cost approximately \$20,000 and would be taken from general reserves. Applicable procurement procedures would be followed to secure a contractor for the work to be completed.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in Infrastructure and its sustainability

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 79-2022 be received and that Council authorize Administration to move forward with procuring the contract work to complete the column repairs at the Char-Lan Recreation Centre and furthermore that the Mayor and Clerk be authorized to sign all applicable documents.

**Recommended to Council for
Consideration by:
CAO – TIM MILLS**



TECHNICAL MEMORANDUM

TO: Sherry-Lynn Servage, General Manager of Parks, Recreation and Culture, Township of South Glengarry
FROM: Greg Esdale P.Eng.
DATE: May 9th, 2022
PROJECT: Char-Lan Recreation Centre – Workshop Column Damage
Williamstown, ON

This technical memorandum was prepared by EVB Engineering presenting the workshop column damage at the arena.

Workshop Column Damage

Significant column corrosion is observed at the base some of the workshop area column bases (refer to Photo 1 below). It is recommended the repair work be completed as soon as possible (summer 2022). The work would entail shoring the roof structure, cutting and removing the base of the existing columns (400mm +/-) and welding in place a new column splice.



Photo 1: Workshop Column Corrosion

Please let us know if you have any questions regarding the above noted work.

A handwritten signature in black ink, appearing to read 'Greg Esdale'.

Greg Esdale, P.Eng.





STAFF REPORT

S.R. No. 79-2022

PREPARED BY: Sarah McDonald, P. Eng., GM Infrastructure Services
Tim Mills, Chief Administrative Officer

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 6, 2022

SUBJECT: Water and Wastewater Service Delivery Review

BACKGROUND:

1. The Township of South Glengarry and the Township of South Stormont both seek to understand the operational needs and improvement areas for the operation of the water and wastewater systems owned and operated by the respective municipalities.
2. Through the Municipal Modernization Grant program, the municipalities received **a grant of up to \$101,760** to undertake the operational review.
3. The RFQ document was issued through the Township of South Stormont in early April 2022, and the deadline for submissions was April 27. Several firms requested the full RFQ documents, and one (1) submission was received.
4. The single submission is a joint submission from Aureus and Watson and Associates with a proposed fee of \$111,405 excluding taxes.
5. The tasks of work requested include:
 - a. Conduct operational reviews of each water and wastewater system in its entirety
 - b. Interview staff, administration, and service delivery provider
 - c. Assess operations in their entirety and provide recommendations around operational improvements, service delivery models, including financial considerations, staffing, third party service providers and options.

ANALYSIS:

6. Aureus has recently completed review studies for municipalities similar in nature to the two Townships. Aureus staff assigned to the project have experience working with a variety of sizes of Townships.

7. The bid review team reviewed samples of the final reports and recommendations made to other municipalities. It was felt the information was clearly laid out, writers had a strength of knowledge in the field as well as providing well thought out recommendations.
8. In accordance with the appropriate procurement procedures, each municipality will enter into an agreement with Aureus, the party submitting the joint proposal. The project is shared, and recommendations and study findings will be considered by the respective municipal councils.

IMPACT ON 2022 BUDGET:

9. As a result of the shared procurement, total costs for the Township of South Glengarry are anticipated to be \$55,702.50. When the ½ of the grant dollars are applied, the **Township costs are anticipated to be not more than \$5,000** based on grant requirements
10. The final report will be provided in January of 2023 in order to meet the grant program reporting requirements. This project was not a budgeted item in the 2022 water/wastewater budget.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in infrastructure and its sustainability

Goal 3: Strengthen the effectiveness and efficiency of our organization

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 79-2022 be received and that the Council of the Township of South Glengarry enter into an agreement with Aureus for the completion of a Water and Wastewater Service Delivery Review and furthermore, that the Mayor and Clerk be authorized to sign all relevant documents.

**Recommended to Council for
Consideration by:
CAO – TIM MILLS**



STAFF REPORT

S.R. No. 81-2021

PREPARED BY: Sarah McDonald, P. Eng. – GM Infrastructure
Dillen Seguin – Director Water and Wastewater

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 6, 2022

SUBJECT: Glen Walter Water Wastewater Plant Expansion –
Environmental Assessment Award

BACKGROUND:

1. The Township has been investigating and studying options to expand water and wastewater service to the Glen Walter area for more than a decade. Council approved the Glen Walter Water and Wastewater Servicing Master Plan (Master Plan) on February 7, 2022.
2. The Master Plan identified the expansion of the municipal services boundary as the preferred option with the next step to complete the Schedule 'C' Environmental Assessment for the expansion of each plant (Water Treatment and Water Pollution Control).
3. A Request for Proposals (RFP) was issued on March 8, 2022, with a closing date of April 19, 2022. Three submissions were received from qualified consulting firms:
 - a. Ainley Group
 - b. EVB Engineering
 - c. Greer Galloway
4. All submissions were checked for accuracy and all three were found to be in compliance with the procurement requirements.

ANALYSIS:

5. The submissions were reviewed by staff and scored on the criteria set out in the RFP and presented in the table below.

Non-Price Evaluation Criteria	
Corporate Experience and Project Team	25%
Project Understanding and Methodology	25%
Approach to Public Consultation	15%

Project Schedule	15%
Price Evaluation Criteria	
Fee Estimate	20%

6. The Proposal submitted by Ainley Group demonstrated that their proposed nine-person team has excellent qualifications. Their significant and relevant experience was documented by the relevant projects of similar scope and scale within Ontario. Their methodology provided a thoughtful approach that built on the existing and approved Master Servicing Plan while meeting the requirements of the MCEA framework. Ainley Group's public consultation included the services of a firm specializing in coordinating with Indigenous groups specifically for MCEA's – which was included with no other proposal. The price submitted by Ainley Group was \$133,863.95 which included over 300 hours of drawing preparation.
7. The Proposal submitted by EVB Engineering presented a strong understanding of the local conditions and challenges, having completed a similar project for a neighbouring municipality. However, it was not well demonstrated in their proposal the proposed team of four-people included intermediate level staff. Their methodology provided a thoughtful approach that demonstrated EVB Engineering's knowledge of the local context. The approach to public consultation presented meets the requirements of the MCEA framework and acknowledged the Glen Walter Community. The price submitted by EVB Engineering was the lowest at \$88,639 which included approximately 55 hours of drawing preparation.
8. The Proposal submitted by Greer Galloway demonstrated that their proposed seven-person team had the qualifications to undertake the work. Their methodology demonstrated an understanding of the MCEA requirements and provided an approach that would satisfy the Township's needs. The approach to public consultation presented meets the requirements of the MCEA framework. The price submitted by Greer Galloway was \$97,777 which included approximately 130 hours of drawing preparation.
9. Following review of the Non-Price Evaluation Criteria, Administration requested additional information surrounding the proposed approach and anticipated level of drawing detail from two of the proposants, as allowed for by the RFP documents.
10. Considering all aspects of the scoring matrix, EVB Engineering had the highest scoring proposal.

IMPACT ON 2022 BUDGET:

11. All submissions were less than the 2022 Budgeted amount of \$150,000 to complete this Environmental Assessment Study.

12. Administration requested that the engineering fee estimates exclude additional studies required to investigate property acquisition (archaeology, geotechnical, biological, hydrology, etc.) to allow for a standardized bid process. It is anticipated that there may be an additional \$25,000 - \$50,000 in additional study fees may be necessary.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in infrastructure and its sustainability

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 81-2022 be received and that Council award RFP 10-2022 for Professional Services for the Glen Walter Treatment Plant Environmental Assessment be awarded to EVB Engineering as per their submission of \$88,639 plus HST and furthermore, that the Mayor and Clerk be authorized to sign all relevant documents.

**Recommended to Council for
Consideration by:
CAO – TIM MILLS**



STAFF REPORT

S.R. No. 82-2022

PREPARED BY: Dave Roberson, Fire Chief

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 6, 2022

SUBJECT: Radio Repeater Hosting Agreement

BACKGROUND:

1. The Township of South Glengarry has a radio broadcast tower and related facilities located at the Beaver Brook Landfill site on Beaver Brook Road.
2. This radio tower hosts the mobile radio systems for both the South Glengarry Roads and Fire Services.
3. A request has been made by the Seaway Valley Amateur Radio Club (SVARC) and by extension, the SD&G Amateur Emergency Radio Service (SD&G ARES), for this group to place a radio repeater within our facility that will enhance their communication network.

ANALYSIS:

4. The SD&G ARES has long partnered with South Glengarry, neighbouring municipalities and the United Counties of SDG, to provide backup emergency communications in the event of a total failure of our internal communication systems.
5. These volunteer organizations rely on strong network infrastructure to enable their service and the addition of our Landfill tower site will add to their coverage area and redundancy.
6. Administration suggests that there be no monetary fee for facility space or for the minor energy use of the repeater.
7. SVARC will be responsible for all costs incurred with the installation, any 3rd party consultations or any repair costs incurred if damage to South Glengarry infrastructure occurs.

IMPACT ON 2022 BUDGET:

8. There is no impact on the 2022 budget as all installation costs will be assumed by SVARC. The energy use of the added equipment will be negligible.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in infrastructure and its sustainability

Goal 4: Improve the quality of life in our community

Goal 5: Improve internal and external communications

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 82-2022 be received and that the Township of South Glengarry enter into a Radio Repeater Hosting Agreement with the Seaway Valley Amateur Radio Club and furthermore that the Mayor and Clerk be authorized to sign all relevant documents.

**Recommended to Council for
Consideration by:
CAO – TIM MILLS**

**SVARC
EXECUTIVE 2022-2024**

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REPEATERS;

2-Metre: VE3SVC
147.180MHz+ 110.9Hz CTCSS

70 cm: VE3PGC
443.650MHz+ 110.9Hz CTCSS

Yeasu FM Fusion:

VA3SDG
145.57000MHz -0.600

DSTAR

VA3SDG-B
444.45000MHz +5.000

NETS

Each Monday @ 1900 (7:00PM)
Starting on VE3SVC,
then VE3PGC,
then VE3VSW,
then DMR on VE3EDG.



**SEAWAY VALLEY AMATEUR RADIO CLUB (SVARC) INC.
4672 O'Keefe Road,
St. Andrews West, Ontario, K0C 2A0**

*Formed: June 18, 1960,
Incorporated: December 16, 1992*

May 23, 2022

Mr. David Robertson, CMMIII
Fire Chief, *Township Of South Glengarry*
6 Oak Street, Box 220
Lancaster, Ontario, K0C 1N0

Dear Dave,

Re: Proposed Installation of Amateur Radio Repeater Within South Glengarry

Further to 2021 discussions between you and Mr. Murray MacDonnell (VE3XLJ) then early 2022 discussions between Mr. Douglas Pearson (VE3HTR), you and I, this is a request for permission to install a new Amateur Radio Repeater at the *Township of South Glengarry* landfill site. Alternately, as you indicated that the lifecycle of this site is nearing its' end, we would also be willing to install our equipment at your Glen Gordon (former CJOH) site now and avoid having to relocate it at a later date when the Beaverbrook Road site is decommissioned.

The installation of the proposed repeater at either site has several benefits which include;

- An expansion of the existing agreement between the *Township of South Glengarry* and the *SD&G Amateur Radio Emergency Services (SD&G ARES)*. The agreement would see Amateur Radio Operators provide emergency communications to the Township of South Glengarry in the event of a total failure of other forms of radio communications,
- An expansion of the existing coverage of the ARES suite of Amateur Radio coverage in the area.

Following an initial visit to the *Township of South Glengarry* landfill site on April 12, 2022, the addition of the equipment required to effect this installation is a relatively simple process which would be carried out by our Technical Director and his assistants. Arrangements with *Bell Canada* - who is currently providing your radio communication services - for a site study to ensure no adverse effects or degradation to the existing radio communication services would be undertaken.

I look forward to hearing the repeater installation may proceed? In the interim, if there are any questions, please do not hesitate to contact me.

Sincerely,

Earle DePass (VE3IMP)
President, *Seaway Valley Amateur Radio Club (SVARC) Inc.*
Coordinator, *SD&G Amateur Radio Emergency Services (SD&G ARES)*

Radio Equipment Hosting Agreement

June 6, 2022

SUMMARY

The goal of this agreement is to secure an agreement between the Corporation of the Township of South Glengarry and the SEAWAY VALLEY AMATEUR RADIO CLUB (SVARC) INC. to enable radio communications equipment to be stored and operated within the radio tower facilities at the Beaver Brook Landfill site. The spirit of this agreement is for both parties to work together with a common goal of providing an enhanced coverage area for amateur radio communications.

PARTIES:

This agreement is between:

SEAWAY VALLEY AMATEUR RADIO CLUB (SVARC) INC., 4672 O'Keefe Road, St. Andrews West, Ontario, K0C 2A0

AND

The Corporation of the Township of South Glengarry, 6 Oak Street, Lancaster, Ontario, K0C 1N0

EQUIPMENT HOSTING LOCATION:

19281 Beaver Brook Road, Martintown, Ontario, K0C 1S0

AGREEMENT:

The Corporation of the Township of South Glengarry agrees to allow SVARC to install a new Amateur Radio Repeater within the radio tower facility for the purpose of providing expanded amateur radio services in the region. SVARC will be solely responsible for this installation, the safety of their members, the insurance for any potential damage in the event of a disaster or mishap related to their installation as well as any associated costs to their installation.

The Corporation of the Township of South Glengarry will agree to give SVARC, their employees, and/or contractors access to the equipment when necessary for maintenance purposes without unnecessary delay.

This agreement shall carry an initial term of 60 months (5 years) with an automatic renewal of consecutive terms of 24 months each. There shall be a 30-day trial period commencing on the date of installation, during which both parties will ensure that the amateur radio repeater does not interfere with existing equipment. At no time during this trial period or during the agreement may SVARC equipment degrade or hinder the operations of the South Glengarry Fire Service or Roads Department radio systems.

SVARC shall retain ownership of the amateur radio repeater and associated equipment.

FEES

There are no fees to be charged to the tenant with regard to rent of the space or for the electrical usage of the amateur radio repeater.

The space and energy consumption required are in recognition that SVARC and the Amateur Radio Emergency Service (ARES) are partners in providing valuable communication means in times of emergency.

INSURANCE

The tenant shall, at all times during the term, maintain an insurance policy covering all of its undertakings and, in particular, Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions relating to their obligations under this agreement. Such insurance shall 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, owners & contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; liquor liability (if applicable); cross liability and severability of interest clause.

INDEMNITY

The applicant shall. Defend, indemnify and save harmless the Corporation of the Township of South Glengarry, their elected officials, officers and employees from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the applicant, their officers, employees, volunteers, invitees, guests or others who the applicant is legally responsible. This

indemnity shall be in addition to and not in lieu of any insurance to be provided by the applicant in accordance with this agreement and shall survive this agreement.

TERMINATION AND CHANGES:

Both parties agree that any changes to this agreement shall be done in writing and agreed to by both parties.

Either party may terminate this agreement by providing 30 days written notice to the other party.

AUTHORIZATION

By authorized signature each party agrees to adhere to the criteria as set out within this agreement within 30 days.

Earle Depass, President
Seaway Valley Amateur Radio Club

Date

Lyle Warden, Mayor
Township of South Glengarry

Date

Kelli Campeau, Clerk
Township of South Glengarry

Date

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: June 6, 2022

SUBJECT: Berish-Purcell Mutual Agreement Drain

PREPARED BY: Sarah McDonald, P. Eng. – GM Infrastructure

What is the difference between a mutual agreement drain and a municipal drain?

A **mutual agreement drain** exists through an agreement between landowners that is registered on the property title. Construction, maintenance, and repair are the responsibility of the involved property owners as detailed in the agreement.

A **municipal drain** is a drainage system that legally exists through a bylaw passed by the local municipality. The municipality is responsible for constructing the drainage system and future maintenance and repair, and costs are recovered from property owners in the drain watershed.

Source: Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA)

The Berish-Purcell Mutual Agreement Drain

1. The Berish-Purcell Mutual Agreement Drain is located in the Bayview Subdivision and outlets to the St. Lawrence River.
2. The drainage of Bayview Estates in that the outlet for the subdivision is the Agreement Drain and not a public right-of-way or Municipal Drain (map attached).
3. The Mutual Agreement paperwork for the Berish-Purcell assigns the maintenance of the Drain to the Township with this wording:

THE Corporation agrees to maintain the drainage works, the cost of which shall be borne by owners of lots or parts of the lands, excluding lands used for municipal purposes The cost shall be assessed against the ratable properties in the designated area ...

4. During 2010 and 2011, the Township explored converting the Berish-Purcell Mutual Agreement Drain to a Municipal Drain at a cost of \$70,000 - \$100,000; with half those costs (at that time) being assessed against the Township.

5. At that time the complete cleaning of the Drain was estimated at \$7,000 and the Township was of the opinion that the residents of the subdivision would likely not be aware that they would be responsible for the cost of the Engineers Report.

6. On January 10, 2011, Township Council passed the following resolution:

BE IT RESOLVED THAT Staff Report #04-11 be received, and that the Council of the Township of South Glengarry directs administration to proceed with Alternative B, regarding the Berish-Purcell Agreement Drain.

WHERE Alternative B was presented as:

b. Instead of following the previous direction, establish a policy that where the costs apportioned to a property for work on a Drain is less than \$100 that it be absorbed by the Township's operating budget and proceed only with a clean out of the Berish Purcell drain, which would then fall under this new policy.

7. Administration was unable to find subsequent references in Township Council minutes to the Berish-Purcell Mutual Agreement Drain.
8. The 2011 clean-out of the Berish-Purcell Mutual Agreement Drain was undertaken at a cost of \$14,000 to the Township. The final cost was higher than anticipated because of a last-minute change in the disposal site for the removed soils.
9. The Berish-Purcell Mutual Agreement Drain has had minor maintenance clearing completed by the Township a handful of times between 2011 and present day. This work was absorbed by the Roads budget.
10. The Drain may need to be cleared again (wholly or partially) in the near future, with resident concerns having been received in recent months and years.

Next Steps

If Council would like to proceed with adopting a policy as previously directed, a Staff Report and By-law can be brought forward at a future meeting.

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry

MEETING DATE: June 6, 2022

SUBJECT: Glen Walter Waterfront Park – Concept Plan

PREPARED BY: Sherry-Lynn Servage, GM of Parks, Recreation and Culture



At the 2022 Budget Meetings, Council approved \$25,000 for the development of the Glen Walter Waterfront Park that is located along County Road 2 in Glen Walter. The items discussed for the park location included seating, a bike repair station, bike parking, signage, and landscaping. These items will help define the site as a designated passive park area.

Through the Parks and Recreation Master Plan, Thinc Design created the attached concept plan for this park location as part of the planning process. The concept plan helped staff during consultations with the United Counties of SDG, the Raisin Region Conservation Authority (RRCA) and the Waterfront Regeneration Trust (WRT).

Administration consulted with the SDG Counties to ensure the park development did not interfere with the safety and maintenance of County Road 2. There will be signage within the park to indicate that parking is not permitted along County Road 2 and will encourage visitors to park at Glen Walter Regional Park.

The WRT is responsible for the Ontario Waterfront Trail signage which is a large mapping system that is found along the trail for cyclists to plan their route as well as find amenities along the way. Staff has been working with the WRT to develop the map/signage for this location and has ensured that parking options have been clearly defined in the signage.

Staff has also been in consultation with the RRCA to discuss the waters edge, planting, and potential educational signage. The RRCA has provided suggestions for the type of shrubs to use for the edge of the park (item 7 in concept plan) to ensure it is durable to road maintenance and wind. Another item discussed with the RRCA that is not shown in the concept plan that may be executed in the future is educational plaques regarding the minnow species found at this location.

There are two phases to the concept plan. Phase 1 includes the items discussed above that were budgeted for within the 2022 development of the park. This phase will create a

spot for cyclists to safely take a break while they are cycling along the Ontario Waterfront Trail.

Phase 2 includes additional benches, bike parking, as well as a pathway through the park. The pathway would help make the amenities more accessible to cyclist passing through. Please note that phase 2 items have not been included in the current budget and will not be executed in 2022. However, it is possible that these items will be included in future park development at this location. Including these items in the concept plan may also assist with future funding opportunities.

As noted above, consultations with applicable parties have been completed. Staff proceeded to order products earlier this year to ensure a timely delivery. It is anticipated that a large portion of phase 1 will be completed by the end of June.



Legend:

- Phase 1
- 1

Picnic Tables

(with optional concrete footing)
- 2

Benches

(with optional concrete footing)
- 3

Waterfront Trail Signage
- 4

Bike Racks
- 5

Bike Repair Station
- 6

Township Park Signage
- 7

New Shrub Planting
- Phase 2
- 8

Benches

(with optional concrete footing)
- 9

Path/Trail

(entire path to be constructed in phase 2)
- 10

Bike Racks
- 11

Bollards at Pathway Entry

Project:

Glen Walter Waterfront Park
South Glengarry, ON

Title:

CONCEPT PLAN

Project No.: 21020
Drawn By: KS
Reviewed By: MT



May 16, 2022

MINUTES OF
COMMITTEE OF ADJUSTMENT

Township of South Glengarry

A meeting of the Committee of Adjustment was held at 5:00 pm on May 16, 2022 via a public meeting and zoom webinar.

Committee Members present were: Mayor Lyle Warden (Chairperson), Deputy Mayor Stephanie Jaworski, Councillor Martin Lang, Councillor Sam McDonell, Councillor Rebecca Luck, Clerk Kelli Campeau, and Secretary-Treasurer Joanne Haley

MOVED BY: Sam McDonell

SECONDED BY: Rebecca Luck

BE IT RESOLVED THAT the Committee of Adjustment meeting of May 16, 2022 is hereby called to order.

CARRIED

Meeting was called to order at 5:00 pm

Chair Mayor Warden confirmed that there were no additions to the agenda.

Approval of Minutes

MOVED BY: Martin Lang

SECONDED BY: Stephanie Jaworski

BE IT RESOLVED THAT the Minutes of the March 21, 2022 meeting be approved as presented.

CARRIED

Declaration of Pecuniary Interest

None

Members of the public that participated in this meeting via zoom or in person were as follows:



- Ann Bruni & Joey Bruni – A-08-22 Applicant
- Eric Bays (Stantec Consulting Ltd.) – A-09-22 Agent (Via Zoom)
- Wayne Wood & Christina McDonald – Neighbours to A-09-22
- Brian Legault & Cynthia (Cindy) Legault – A-27-21 Applicant
- Alain Touchette & Beverly (Bev) Touchette – Neighbours to A-27-21
- Jessica Nguyen – Lawyer to Abutting Neighbours to A-27-21 (Via Zoom)

Review of Application:

1. Application A-08-22-Bruni

- **Subject Property:**
 - Part of Lot 26, Concession 1, in the Geographic Township of Lancaster, now in the Township of South Glengarry, County of Glengarry located at 6240 Evergreen Lane
- **Proposed Minor Variance:**
 - The applicant proposes to demolish the existing single detached dwelling and to construct a new single detached dwelling therefore the following relief from the Zoning By-Law 38-09 is requested:
 - To reduce the front yard setback from 6 meters to 0.8 meters and to reduce the rear yard setback from 6 meters to 0.2 meters to the main walls of the proposed dwelling.
- **Planning:**
 - The subject property is currently zoned Floodplain Holding.
 - The northern portion of the subject property is above the floodplain.
 - The southern portion of the subject property contain the dwelling and is located within the floodplain.
 - New development can occur on the existing footprint as well as additions or accessory structures can be erected providing they do not exceed 25% of the main building.
 - The property is designated Residential District in the County Official Plan. This application conforms to the general intent of the Official Plan.
 - The property is zoned Floodplain-Holding and conforms to the general intent of the Zoning By-law.
- **Consultation:**
 - This application was circulated to applicable municipal staff; we support this application and recommend it to be approved
 - The application was circulated to the RRCA, they have provided the following comments:



- The RRCA does not object to the application as presented.
- The RRCA has met with Township Staff and the owners to discuss this project.
- The RRCA has reviewed the topographic survey (Ron M. Jason, 2020) and confirmed the footprint is within the flood hazard (1:100-year flood is 47.3m GSC).
- The RRCA has advised the owners that a permit from our office will be required prior to construction to ensure the new home is adequately floodproofed.

Discussion:

Ann and Joey Bruni explained what is currently located at the property and what they would like to propose. Ann Bruni explained how the existing structure with an addition of a second storey does not meet by-law standards and requires a minor variance.

Member Stephanie Jaworski questioned if there is a common ownership, or a specific owner of the land located between the road and the property line on each side.

Secretary-Treasurer Joanne Haley discussed that the land between Evergreen Lane and the property line is owned by Mr. McLaughlin. The land between 60th Avenue and the property line is owned by a property owner slightly south of the waterfront property. Both owners were notified of the application. Joanne Haley also added that as the Bruni's indicated, there are right-of-ways available to all property owners on Evergreen Lane.

MOVED BY: Sam McDonell

SECONDED BY: Martin Lang

CARRIED

This application has been **Approved** as the variance is considered minor in nature and desirable for the use of the land. No public comments were received regarding this application that resulted in the need to refuse the application; therefore, the committee **approves** the application.

2. Application A-09-22- 1882255 Ontario Inc. (Stantec Consulting)

- **Subject Property:**
 - Part of Lot 4, Registered Plan 20, in the Geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry, located at 18540 Dundas Street, Martintown.
- **Proposed Minor Variance:**



- The owner is looking to expand the existing self-storage facility to occupy the entire building therefore the following relief from the Zoning By-Law 38-09 is requested:
- To recognize the non-conforming status of the existing structure and property.
- Part 4.1:
 - To reduce the required parking spaces from 24 to 2 including an accessible parking space
- Part 4.3:
 - To reduce the required number of accessible parking spaces from 2 to 1.
- **Planning:**
 - The property is designated Rural Settlement Area -Martintown in the County Official Plan. This application conforms to the general intent of the Official Plan.
 - The property is zoned Hamlet Commercial and conforms to the general intent of the Zoning By-law.
- **Consultation:**
 - The RRCA and the United Counties Transportation Department was circulated on this application; their comments are as follows:
 - SDG: No comment, the change of use and lack of parking really impacts the local roads given the proposed setup of the storage facility.
 - RRCA: The RRCA does not object to the application as presented. The RRCA's comments are limited to the review of parking as indicated in green on the provided drawing.
 - I have received no comments and inquiries from the public to date.

Discussion:

Eric Bays mentioned that going from 24 spaces to 2 spaces is substantial, but if we look at the site plan, there is only 7 spaces on the property if you include the ones that are straddling the right of way. Eric compares with other municipalities and their specific parking rates.

Member Stephanie Jaworski questioned why certain parking spaces are non-compliant.

Eric Bays stated that under the zoning by-law, there are requirements for a minimum drive aisle width, and because of the property's location, the parking spaces would not meet the zoning by-law. The orange parking spaces in the site plan drawing were just used to clarify why the application is asking for only 2 spaces.

Member Stephanie Jaworski discussed encroachment agreement and questioned if that is separate from this application.



Secretary-Treasurer Joanne Haley responded that it is separate, and that the Committee of Adjustment would not be able to approve of it, as it is something Council would have to approve.

Member Rebecca Luck questioned if the property owner explored the option of parallel parking against the building instead of perpendicular or angled parking.

Eric Bays stated that they did investigate that option and that there were a few challenges. One challenge was that they wanted to give the committee an application that provided the closest number of parking spaces to the minimum municipalities have given in the past. Another challenge is that in order to have parallel parking spaces, there must be more room than normal parking spaces to confirm there is enough space to move in and out safely. If the property chose this option, there would only be a maximum of 2 spaces, and they would still straddle the property line.

Christina McDonald stated she has no issues with the property owner having their storage unit located on property but voiced her concern about the survey. Christina McDonald stated there is a driveway located between the subject's property and Ms. McDonald's property.

Secretary-Treasurer Joanne Haley suggested to Ms. McDonald that she should come to the Township of South Glengarry office to review her survey, and Mrs. Haley can do a comparison to show Ms. McDonald what the Township office has on file.

Eric Bays added onto Mrs. Haley's statement and confirmed that the Site Plan drawing is angled slightly, and that is what is causing Ms. McDonald to believe it is angled. Eric Bays stated he would be willing to join the meeting between Ms. McDonald and Mrs. Haley to provide additional information.

Ms. McDonald agreed and will set up an appointment with Mrs. Haley.

MOVED BY: Sam McDonell

SECONDED BY: Martin Lang

CARRIED

This application has been **Approved** as the variance is considered minor in nature and desirable for the use of the land. No public comments were received regarding this application that resulted in the need to refuse the application; therefore, the committee **approves** the application.



3. Application A-27-21- Legault

Application A-27-21 was reviewed by the Committee of Adjustment on December 6, 2021 and was requested to be deferred by the applicant to allow for time to address concerns with an abutting property owner

- **Subject Property:**

- The subject property is a small strip of land located on the south side of County Road 2 that is approximately 0.10 acres in size.
- This property contains a boat house with a dock that is located on the east side of the boat house.
- According to aerial photos, the boat house and dock have been there for a number of years however the dock was recently reconstructed and is now wider than the original dock.
- This newly constructed dock does not conform to the Township's Zoning By-Law.

- **Proposed Minor Variance:**

- A dock was recently constructed on the east side of an existing boathouse that does not conform to the Zoning By-law. The Zoning By-Law requires a 4-meter setback to the nearest adjacent lot line therefore the following relief from the Zoning By-Law 38-09 is requested:
- Part 3.39 (7) (g):
 - To reduce the setback from 4 meters to 1.15 meters from the newly constructed dock to the nearest adjacent lot line to the east.

- **Planning:**

- This application was circulated to all adjacent property owners within 60 meters of the subject property and applicable agencies.

- **Consultation:**

- The United Counties Transportation Department has no concerns or objections to this application.
- The RRCA has no objections to this application and informs the property owner that any further work may require a permit.
- I have received no further written or verbal comments from members of the public
- Building and Planning have no concerns with the application and recommend it to be approved.

Discussion:

Cindy Legault added a comment onto Joanne Haley's description of the application, stating that when they initially replaced the dock on the east side, they thought that they would put in pile driven steel frames, to help hold up the boathouse.



Jessica Nguyen stated the initial issue the abutting neighbours had, which was that it was very close to the property line and want to avoid any trespassing. Ms. Nguyen stated that the property owner and the neighbour came to an agreement where the dock would only be used to service the water pump and to maintain the boathouse. Ms. Nguyen stated that the abutting neighbors have formally withdrawn their objection and are in attendance to answer any questions the committee may have.

Secretary-Treasurer Joanne Haley added that the property owners have chosen to work out a physical agreement separately, and that agreement did not come before the committee of adjustment because it was not something that the committee needed to review or be involved in.

Member Stephanie Jaworski questioned what this means for future property owners. Jessica Nguyen stated that even though the agreement is between the two current property owners, the agreement has been registered on title, which should deal with any future problems.

Member Martin Lang stated that since the agreement was registered on title that he could support this application request.

MOVED BY: Martin Lang
SECONDED BY: Sam McDonell

CARRIED

This application has been **Approved** as the variance is considered minor in nature and desirable for the use of the land. No public comments were received regarding this application that resulted in the need to refuse the application; therefore, the committee **approves** the application.

Mrs. Joanne Haley stated there were no current files for the next meeting.

Next Meeting date: June 6, 2022

MOVED BY: Stephanie Jaworski
SECONDED BY: Martin Lang

Adjournment

BE IT RESOLVED THAT the meeting of May 16, 2022 be adjourned to the call of the Chair @ 5:47pm



Corporation of the United Counties of Stormont, Dundas and Glengarry
REGULAR COUNCIL MINUTES

May 16, 2022, 9:00 a.m.

Council Chambers, Suite 321, 26 Pitt Street, Cornwall

Members Present: Warden C. Williams, Councillors, A. Armstrong, S. Byvelds, T. Fraser, K. Gardner, S. Jaworski, F. Landry, J. MacDonald, D. Smith, L. Warden, J. Wert

Staff Present: CAO Simpson, Clerk Casselman, Director de Haan, Director St-Onge, Director Young, Director Russell, Director Franklin, Manager of Infrastructure Jans, Communications Coordinator Lihou

1. Call Meeting to Order by Resolution

Resolution No. 2022-98

Moved by Councillor MacDonald

Seconded by Councillor Smith

THAT the meeting of the Council of the United Counties of Stormont, Dundas and Glengarry be hereby called to order.

CARRIED

2. Adoption of Agenda

Resolution No. 2022-99

Moved by Councillor Fraser

Seconded by Councillor Gardner

THAT Council approve the agenda.

CARRIED

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Adoption of Minutes

4.1 April 19 & May 3, 2022

Resolution No. 2022-100

Moved by Councillor Fraser

Seconded by Councillor Armstrong

THAT the minutes of the meetings, including the in-camera minutes, of the Council of the United Counties of Stormont, Dundas and Glengarry, held April 19 & May 3, 2022, be adopted as circulated.

CARRIED

5. Closed Session

Resolution No. 2022-101

Moved by Councillor Smith

Seconded by Councillor Armstrong

THAT Council proceed in-camera pursuant to Section 239 (2) (i) of the *Municipal Act, 2001* - a trade secret or scientific technical, commercial, financial or labour relations information, supplied in confidence to the municipality, which, if disclosed could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations or a person, group of persons, or organization: Cell Tower Location Information; and

Pursuant to Section 239 (2) (h) of the *Municipal Act, 2001* - information explicitly supplied in confidence to the municipality by Canada, a province or territory or a Crown agency of any of them: Social Services Relief Funding.

CARRIED

Resolution No. 2022-102

Moved by Councillor Armstrong

Seconded by Councillor Fraser

THAT Council rise from closed session and authorize the Administrator, Cornwall SDG Human Services Department, to implement the recommendations contained in the confidential social services in-camera report dated May 16, 2022.

CARRIED

6. Delegations

6.1 Eastern Ontario Regional Network Cell Gap Project Update - Lisa Severson, EORN Communications Director & Jim Pine, CAO, Hastings County

Jim Pine, CAO for Hastings County, and Lisa Severson, EORN Communications Director, provided an update on the service and

infrastructure upgrades being implemented through the EORN Cell Gap Project.

6.2 Annual Housing Report - Mellissa Morgan, Administrator, Cornwall SDG Human Services Department

Mellissa Morgan, Administrator, and Lisa Smith, Housing Services Manager, Cornwall SDG Human Services Department, presented the Annual Housing Report. The report combined an update on community housing information as well as an overview of the five-year Housing and Homelessness Plan.

7. Action Requests

7.1 Corporate Services

7.2 Financial Services

7.3 Transportation

7.4 Planning

7.5 Court Services

7.6 County Library

7.7 IT Services

8. Tenders and Quotations

8.1 50-432 - Culvert Lining Tender

Resolution No. 2022-103

Moved by Councillor Armstrong

Seconded by Councillor MacDonald

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the tender from Edgewater Sewer Services Inc for Culvert Lining for \$257,675.00 plus HST and authorize the Director of Transportation Services to sign all necessary documents to give effect to the contract.

CARRIED

8.2 Replacement of Doran Bay Culvert and Lakeshore Culvert

Resolution No. 2022-104

Moved by Councillor MacDonald

Seconded by Councillor Armstrong

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the tender from Coco Paving Inc. for the replacement of the Doran Bay and Lakeshore culverts at their unit prices totaling \$776,000 plus H.S.T.; and

THAT the Director of Transportation Services be authorized to sign all documents to give effect to the contract; and

THAT Council authorize the use of the SDG Bridge Reserve to offset any over expenditure associated with this project.

CARRIED

Director de Haan and Manager Jans provided an update on the Black Creek Bridge Rehabilitation project particularly regarding cement issues that had been uncovered. They stated that they would continue to provide updates on the project to Council as it progressed.

8.3 CCTV Storm Sewer Asset Management Inspections

Resolution No. 2022-105

Moved by Councillor Fraser

Seconded by Councillor Smith

THAT the Council of the United Counties of Stormont, Dundas and Glengarry withdraw prior acceptance of Part 1 of the Tender for Storm Sewer and Flushing and Camera Inspections from Onsite Sewer Services; and

THAT Council accept Part 2 of the Tender for Storm Sewer and Flushing and Camera Inspections from Aquatech Canadian Water Services Inc. at their unit prices totaling \$54,926.80 plus H.S.T.; and

THAT Council authorize staff to approve a Change Order for Aquatech Canadian Water Services Inc. to complete the storm sewer and flushing and camera work within all County storm sewers within the proposed project limits of the Alexandria Main Street reconstruction, provided that the combined pricing of Part 2 and the additional work does not exceed the 2022 budget for storm sewer and flushing and camera inspections; and

THAT the Director of Transportation Services be authorized to award Part 1 of the Tender for Storm Sewer and Flushing and Camera Inspections to Aquatech Canadian Water Services Inc. at their unit prices totalling \$54,122.84 plus H.S.T., contingent on receipt of funding from the Federation of Canadian Municipalities (FCM); and

THAT the Director of Transportation Services be authorized to sign all necessary documents to give effect to the contract.
CARRIED

9. By-laws

9.1 Personnel Policy Manual Updates

Resolution No. 2022-106

Moved by Councillor Fraser

Seconded by Councillor Gardner

THAT By-law No. 5352, being a By-law to adopt revised Policy No. 1-20, a comprehensive Personnel Policy Manual, be read in Open Council, signed and sealed.

CARRIED

9.2 'Right to Disconnect' Policy

Resolution No. 2022-107

Moved by Councillor Armstrong

Seconded by Councillor MacDonald

THAT By-Law No. 5353, being a by-law to adopt Policy No. 1-38, being a 'Right to Disconnect' policy, be read in Open Council, signed and sealed.

CARRIED

9.3 Official Plan Amendment No. 10 – ZanderPlan Inc, on behalf of Jamie and Miriam Greenfield and Huybregts Farms Ltd.)

Resolution No. 2022-108

Moved by Councillor Smith

Seconded by Councillor Fraser

THAT By-law No.5354, being a by-law to adopt Official Plan Amendment No. 10 to the Official Plan of the United Counties of Stormont, Dundas and Glengarry, be read and passed in Open Council, signed and sealed.

CARRIED

10. Consent Agenda

Resolution No. 2022-109

Moved by Councillor Gardner

Seconded by Councillor Armstrong

THAT all items listed under the Consent Agenda section of the agenda be received for information purposes.

CARRIED

10.1 Monthly Activity Summaries

10.2 Monthly Financial Summary

10.3 SDG Library Branch Reports

10.4 Habitat for Humanity Thank You Letter

10.5 Cornwall Community Hospital 2022-2027 Strategic Plan

10.6 Peterborough County Report and Resolution re: Floating Accommodations

11. Boards and Committees

Council members provided updates on various board and committee activities.

12. Key Information

12.1 Provincial Offences Update

Director Russell provided a provincial offences update including an overview of the various modernization and court recovery initiatives, the downloading of Part III offences to municipal partners, and the challenges currently being faced by the department such as the backlog of court matters, balancing hybrid court, lack of judicial support, and staffing constraints.

Council requested that staff follow-up at the next Police Services Board meeting regarding the Regional Speed Task Force's progress.

12.2 County Forest Annual Report

Pat Piitz, Designated Forest Manager, South Nation Conservation, presented the SDG County Forest Annual Report for 2021.

12.3 Comments on the Province's Draft Transportation Plan for Eastern Ontario

Director de Haan presented information on the province's Draft Transportation Plan for Eastern Ontario. Discussion was held regarding Highway 138 improvements being omitted from the plan and the need to examine high volume arterial roads under the jurisdiction of municipalities within Eastern Ontario to determine if they should be part of the province's road network.

Council directed staff to proceed with drafting a letter to the Minister of Transportation requesting a meeting to discuss the omitted matters.

12.4 Final Draft Updates to Entrance By-law

Director de Haan presented the final updates to the Entrance By-law.

13. Motions and Notices of Motions

14. Petitions

15. Miscellaneous Business

16. Unfinished Business Summary

17. Ratification By-law

Resolution No. 2022-110

Moved by Councillor MacDonald

Seconded by Councillor Smith

THAT By-Law No. 5355, being a by-law to adopt, confirm and ratify matters dealt with by resolution, be read and passed in Open Council, signed and sealed.
CARRIED

18. Adjournment by Resolution

Resolution No. 2022-111

Moved by Councillor MacDonald

Seconded by Councillor Gardner

THAT Council adjourn to the call of the Chair.

CARRIED

Warden

Clerk

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: June 6, 2022

SUBJECT: First Line Road Culvert (Fillion Drain)

PREPARED BY: Sarah McDonald, P. Eng. – GM Infrastructure

Background:

In May staff were made aware by the consultant completing a field review of a selected number of Municipal Drain culverts crossing Township roadways that the recent inspection of the Fillion Drain culvert crossing First Line Road observed cracks at the bolts near the spring line (sides of the arch). This cracking indicates that there is a potential risk of collapse at any time – although it is difficult to accurately assess the current probability of overall or partial failure through only a visual inspection.

It was suggested that this structure be replaced as soon as possible. This recommendation will be reflected in the final report expected late summer / early autumn.



Interim Action:

The Township has placed half-load signs along the section of First Line Road where this culvert is located to reduce the ongoing load.

Discussion:

This cross-culvert, along with four others, was identified by the Drainage Superintendent as requiring investigation. These culverts are large, but do not meet the 3m span that would consider them a “structure” and be captured as part of the Township’s regular and ongoing Ontario Structural Inspection Manual (OSIM) investigation.

The preliminary result of the current review indicates that three of the five culverts may require replacement in the very near future. These culverts are not of a size that Township operational staff would typically replace in-house. The cost of the culverts alone (no removal, installation, additional materials) is estimated at the \$40,000 range.

Administration is investigating the possibility of replacement of this culvert in 2022 and will return to Council with an estimate for consideration. At this time, the availability of culverts of this size and Contractors to complete the work is a concern.

Administration anticipates proposing replacement of two of the other culverts in 2023 through budget discussions.

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: June 6, 2022

SUBJECT: Decorative Snowflakes – Green Valley and Bainsville

PREPARED BY: Sherry-Lynn Servage, GM of Parks, Recreation and Culture

The Township currently has decorative snowflakes in Lancaster, Williamstown and Martintown. These snowflakes are typically installed in late fall for the holiday season. During the 2022 Budget Deliberations, \$20,000 was allocated towards additional decorative snowflakes within the Township.

Sixteen (16) snowflakes have been purchased; eight (8) snowflakes will be installed in Green Valley along County Road 34 and eight (8) snowflakes will be installed in the village of Bainsville. Administration has consulted with the United Counties of SDG to ensure the decorative snowflakes will be permitted along County Road 34 in Green Valley.

Due to product delays, Administration has proceeded to order the decorative snowflakes for this upcoming season to ensure they will be delivered in a timely manner for installation. To install the snowflakes, Hydro One will be required to install plugs on the applicable hydro poles to power the snowflake fixtures. Administration will be submitting a work order to Hydro One in the coming weeks to establish the contract for installation of the appropriate plugs.



Community Schools Alliance

Follow us on Twitter: @csaont

Find us on Facebook

www.communityschoolsalliance.ca

May 31, 2022

Memo: All members of the Community Schools Alliance

Our constitution provides for an Annual Meeting of the Alliance to be held every August in conjunction with the Annual General Meeting of the Association of Municipalities of Ontario. As you will recall, the 2020 Annual Meeting was cancelled because of the pandemic and the 2021 Annual Meeting was conducted virtually on Sunday, August 15, 2021.

This year we will hold a virtual Annual Meeting prior to the AMO AGM on **Tuesday, August 9, 2022 at 7 p.m.**

Following the Annual Meeting, we will be electing members to our Executive Committee. Information about registering for the virtual Annual Meeting and the election will be sent to you in late June.

Candidates for the Executive Committee must be either an elected member of a council whose municipality has joined the Community Schools Alliance or an individual who holds a personal membership as of July 1, 2022. A list of current members is in the footer below.

The Executive Committee is currently comprised of eleven (11) members. Because the three-year terms of three (3) of the current members expire August 31, 2022, there will be an election to fill those three (3) positions if there are more than three persons nominated.

The goals of the Community Schools Alliance are listed in our constitution which you will find on our website. If you support those goals and should you wish to be a candidate for election to our Executive Committee you must submit a nomination form by Monday, July 11, 2022. A blank nomination form is attached. Completed forms must be submitted to Vice-Chair Marcus Ryan (mryan@zorra.ca) or Secretary-Treasurer Jim Collard (jim@collards.com)

Doug Reycraft
Chair, Community Schools Alliance
181 Main Street
Glencoe ON N0L1M0

Current Executive Committee Members: Chair Doug Reycraft, Vice-Chair Marcus Ryan, Meghan Chumut, Jim Collard, Denis Doyle, Patricia Greig, Stephen Harvey, Stephanie Jaworski, Caroline Lowery, Stephen Townsend, Marigay Wilkins

Nomination Form 2022

Executive Committee of the Community Schools Alliance

Candidates must be either (a) an elected member of the council of a municipality that has joined the Community Schools Alliance or (b) an individual who holds a personal membership in the Alliance as of July 1, 2022.

Nominee's Name (as it is to appear on the ballot):

Nominee's Municipality (if applicable):

Civic Address including postal code:

Email address: _____

Telephone: _____

I, the Nominee named in this Nomination Form, do hereby consent to such nomination and declare that I am qualified to be elected to the Executive Committee of the Community Schools Alliance.

Signature of Nominee and date:

To: All members of the Community Schools Alliance

Re: Resolution re Rural and Northern Education

Please place this resolution on your municipal Council agenda

- The Executive Committee of the Community Schools Alliance has developed a Three Point Action Plan for which we are seeking your support.
- Each point is designed to improve access to public education in rural and northern communities.
- All three points have been expressed recently to the Minister of Education, the Parliamentary Assistant and representatives of the New Democratic Party and the Liberal Party.

Resolution

Whereas all students should have the opportunity to attend elementary and secondary school in their home community

Therefore, be it resolved that:

1. The province increase the Rural and Northern Education Fund (RNEF) to \$50 million;
2. Should the current moratorium on accommodation reviews and school closures be lifted, we ask that the moratorium remain in place for schools that qualify for the RNEF until a thorough review of the education funding formula is completed;
3. Before templates required by the 2018 Pupil Accommodation Review Guideline (PARG) are developed, there be consultation with school boards and community groups including the Community Schools Alliance.

A background paper that supports the Action Plan is attached.

Please send a copy of your resolution to the undersigned and your MPP.

Thank you for your consideration.

Doug Reycraft
Chair
Community Schools Alliance

Three Point Action Plan in Support of Rural and Northern Education

Background Information

Schools Have Social and Economic Impact for Small Communities in Ontario

The Community Schools Alliance, with the support of its many municipal members, has made changing provincial education and infrastructure policy in the delivery and maintenance of school properties a priority.

- The educational policy of past two decades in Ontario has resulted in the amalgamation of smaller local schools into larger buildings, and often the closure of schools in smaller communities. Instead of attending school within their local community, many students are forced to attend schools in communities further away from home.
- This trend towards bussing rural and smaller community students into other communities can have wide-ranging impacts on the health, wellbeing, and stability of students, parents, and affected communities. The impacts of these closures may also not be immediately apparent, with potentially longer-term impacts being experienced decades later with negative economic competitiveness and socioeconomic outcomes.
- The Community Schools Alliance retained the Human Environments Analysis Lab at Western University to undertake an objective analysis of the connections between a community's vitality and the presence of a school within the community.

This study, [Schools Have Social and Economic Impact for Small Communities in Ontario](#) was released in January of this year.

The research shows that

- small rural and northern communities with schools tend to have more private amenities and more public services than those without schools.
- closing a school in a single-school community threatens the future existence of those amenities and services and the quality of life of the families living there.
- closing a school also reduces the ability to attract new growth and economic development to the community.
- This analysis revealed that of the 733 communities in Ontario with more than 300 and less than 10,000 population that were included in the study, 303 (41%) had no schools, 232 (32%) only have one school, and 198 (27%) have two or more schools.

Governance Model

- Unfortunately, under the current education governance model, local area municipalities have little influence over school board capital infrastructure

decisions. Many smaller municipalities may even be forecasting growth that would support a school with declining enrolment.

- However municipalities have no way to prevent a school closure and disposition of the land should the school board choose to do so in the short-term to meet new growth elsewhere in the board.

What Can Be Done

The Community Schools Alliance believes that a better system is needed to address the educational facility needs of Ontario's smaller communities. The Ministry, school boards, and municipalities need to work together to develop policies that address planning for declining enrolments, a predictable Accommodation Review Committee process, a review of funding to rural and small community schools, and improved transparency and accountability in capital infrastructure decision-making.

A Three Point Action Plan for Rural and Northern Education

During the past few months, the Community Schools Alliance has met with the Parliamentary Assistant to the Minister of Education and representatives of the New Democratic Party and the Liberal Party to share the results of this recent research and to ask for support for the following:

- 1. The province increase the Rural and Northern Education Fund (RNEF) to \$50 million;**

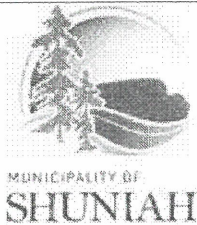
The Rural and Northern Education Fund (RNEF) was introduced in 2017 as a \$20 million addition to provincial funding for school boards to address the unique needs of schools in rural and northern Ontario. It will be increased in 2022 to \$21.8 million. At \$20 million, the grant was targeted to provide an average of \$55 to the estimated 368,000 rural students who comprise close to 20% of the total student population in the province. By increasing the grant to \$50 million, it would slightly more than double the grant per student, better serve 70 of the 72 district school boards, and still be a very small percent of the 2022 projected 26 billion Grant for Student Needs

- 2. Should the current moratorium on accommodation reviews and school closures be lifted, we ask that the moratorium remain in place for [schools that qualify for the RNEF](#) until a thorough review of the education funding formula is completed**

The RNEF has been a welcome supplement to the education funding formula. However, a thorough review is required to prevent the closure of schools in rural and northern communities where limited economies of scale make small and underutilized schools tempting targets for closures and consolidations. These force many students to attend schools in communities further away from home and threaten the quality of their school experience and the quality of life in their communities.

3. Before templates required by the 2018 Pupil Accommodation Review Guideline (PARG) are developed, there be consultation with school boards and community groups including the Community Schools Alliance.

A new Pupil Accommodation Review Guideline was released in April, 2018. It establishes the minimum standards that school boards must follow when each board adopts its own Pupil Accommodation Review Policy. Improvements in the 2018 PARG are the requirements that a school board must consider the impact of a proposed closure on the local community and, if one of the schools in a proposed review qualifies for the Rural and Northern Education Fund, the impact on the local economy. Each of these impact studies must follow a template provided by the Ministry of Education. Those impacts have not yet been developed.



COUNCIL RESOLUTION

Date: May 24, 2022

Resolution No.: 174-22

Moved By: MEGHAN CHOMUT

Seconded By: DON SMITH

THAT Council hereby receives the Community Schools Alliance Action Plan and Social and Economic Impact for Small Communities in Ontario Study;

WHEREAS all students should have the opportunity to attend elementary and secondary school in their home community;

THEREFORE, BE IT RESOLVED THAT:

1. The province increase the Rural and Northern Education Fund (RNEF) to \$50 million;
2. Should the current moratorium on accommodation reviews and school closures be lifted, we ask that the moratorium remain in place for schools that qualify for the RNEF until a thorough review of the education funding formula is completed;
3. Before templates required by the 2018 Pupil Accommodation Review Guide (PARG) are developed, there be consultation with school boards and community groups including the Community Schools Alliance.

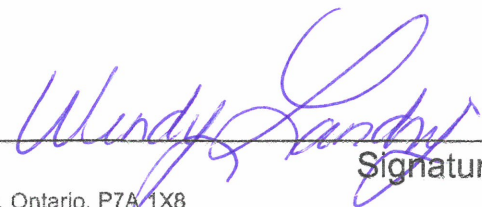
AND FURTHER THAT a copy of this resolution be forwarded to Ontario municipalities, Community Schools Alliance, local MP's and MPP's and the Premier of Ontario.

☒ Carried

☐ Defeated

☐ Amended

☐ Deferred


Signature

Municipality of Shuniah, 420 Leslie Avenue, Thunder Bay, Ontario, P7A 1X8



AMANDA FUSCO

Director of Legislated Services & City Clerk

Corporate Services Department

Kitchener City Hall, 2nd Floor

200 King Street West, P.O. Box 1118

Kitchener, ON N2G 4G7

Phone: 519.741.2200 x 7809 Fax: 519.741.2705

amanda.fusco@kitchener.ca

TTY: 519-741-2385

May 31, 2022

Honourable Steve Clark
Minister of Municipal Affairs and Housing
17th Floor, 777 Bay Street
Toronto ON M5G 2E5

Dear Mr. Clark:

This is to advise that City Council, at a meeting held on May 9, 2022, passed the following resolution:

"WHEREAS the Province of Ontario adopted greenhouse gas reduction targets of 30% by 2030, and emissions from buildings represented 22% of the province's 2017 emissions,

WHEREAS all Waterloo Region municipalities, including the City of Kitchener, adopted greenhouse gas reduction targets of 80% below 2012 levels by 2050 and endorsed in principle a 50% reduction by 2030 interim target that requires the support of bold and immediate provincial and federal actions,

WHEREAS greenhouse gas emissions from buildings represent 45% of all emissions in Waterloo Region, and an important strategy in the TransformWR community climate action strategy, adopted by all Councils in Waterloo Region, targets new buildings to be net-zero carbon or able to transition to net-zero carbon using region-wide building standards and building capacity and expertise of building operators, property managers, and in the design and construction sector,

WHEREAS the City of Kitchener recently adopted a policy requiring new City buildings greater than 500m² to have an energy intensity-based target of 25% energy improvement above Ontario Building Code Regulation 388/18 or NetZero Ready/NetZero energy, where site conditions allow;

WHEREAS buildings with better energy performance provide owners and occupants with lower energy bills, improved building comfort, and resilience from power disruptions that are expected to be more common in a changing climate, tackling both inequality and energy poverty;

WHEREAS while expensive retrofits of the current building stock to achieve future net zero requirements could be aligned with end-of-life replacement cycles to be more cost-efficient, new buildings that are not constructed to be net zero ready will require substantial retrofits before end-of-life replacement cycles at significantly more cost, making it more cost-efficient to build it right the first time.

THEREFORE BE IT RESOLVED THAT Council request the Province of Ontario to include energy performance tiers and timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier in the next edition of the Ontario Building Code, consistent with the intent of the draft National Model Building Code and the necessity of bold and immediate provincial action on climate change;

THEREFORE BE IT RESOLVED THAT Council request the Province of Ontario to adopt a more ambitious energy performance tier of the draft National Model Building Code as the minimum requirement for the next edition of the Ontario Building Code than those currently proposed;

THEREFORE BE IT RESOLVED THAT Council request the Province of Ontario encourage and provide authority to municipalities to adopt higher energy performance tiers than the Ontario Building Code and Green Development Standards;

THEREFORE BE IT FURTHER RESOLVED THAT Council request the Province of Ontario to facilitate capacity, education and training in the implementation of the National Model Building Code for municipal planning and building inspection staff, developers, and homebuilders to help build capacity; and

THEREFORE BE IT FINALLY RESOLVED THAT this resolution be provided to the Minister of Municipal Affairs and Housing, to area MPPs, and to all Ontario Municipalities."

Yours truly,

A handwritten signature in black ink, appearing to read 'A. Fusco', written in a cursive style.

A. Fusco
Director of Legislated Services & City Clerk



May 18, 2022

Federation of Canadian Municipalities (FCM);

Association of Municipalities of Ontario (AMO);

Sent via email: resolutions@fcm.ca ; policy@amo.on.ca

To Whom it may concern:

Please be advised that Brantford City Council at its Special City Council meeting held May 17, 2022 adopted the following:

5.1 Release of all Federal and Provincial Documents Related to the Former Mohawk Institute Residential School

WHEREAS the Truth and Reconciliation Commission Final Report, 2015 confirmed that Residential Schools were part of a coherent policy implemented by the Federal Government to eliminate Indigenous people as distinct Peoples and to assimilate them into Christian society against their will; and

WHEREAS the Deputy Minister of Indian Affairs Duncan Campbell Scott outlined the goals of that policy in 1920, when he told a parliamentary committee that “our object is to continue until there is not a single Indian in Canada that has not been absorbed into the body politic...”; and

WHEREAS the Truth and Reconciliation Commission Final Report, 2015 also confirmed that despite the coercive measures that the government adopted, it failed to achieve its policy goals. Although Indigenous Peoples and cultures have been badly damaged, they continue to exist; and

WHEREAS the former Mohawk Institute Residential School operated from 1831 to 1970 within the boundaries of what is now the City of Brantford; and

WHEREAS Survivors have released statements of missing, murdered, and buried students; and

WHEREAS, to date, the unmarked burials of over 7000 missing Indigenous children have been discovered nation-wide; and

WHEREAS, following the May 2021 announcement by Tk'emlúps te Secwépemc First Nation of locating 215 potential burials of children in unmarked graves at the Kamloops Indian Residential School in British Columbia, the Survivors of the Mohawk Institute,

along with their families and community members called on the Federal and Provincial governments to support a search for the remains of missing children who may have been buried on the Mohawk Institute's grounds and the surrounding area; and

WHEREAS, as of November, 2021, a search, led by the Survivors' Secretariat, of the Mohawk Institute Residential School grounds and over 200 hectares of land associated with the school began; and

WHEREAS Survivors of the Mohawk Institute Residential School are demanding the release of all Federal and Provincial documents related to the former Mohawk Institute Residential School; and

WHEREAS staff of the City of Brantford are currently undertaking a search of City records and archives for any documents, maps, or other relevant information related to the operation of the Mohawk Institute Residential School in order to release this information to the Survivors' Secretariat to aid in the search for truth, justice and healing; and

WHEREAS this Council is committed to working to advance reconciliation and renewed relationships with First Nations; and

WHEREAS the Truth and Reconciliation Commission of Canada issued 94 Calls to Action, thirteen of which are directed at municipal governments;

NOW THEREFORE BE IT RESOLVED:

- A. THAT the Council of The Corporation of the City of Brantford respectfully REQUESTS THE IMMEDIATE RELEASE, to the Survivors' Secretariat, of all documents in the possession of the Government of Canada or the Government of Ontario and the Anglican Church related to the former Mohawk Institute Residential School now located on Six Nations of the Grand River Territory, within the geographic boundaries of the City of Brantford; and
- B. THAT the Clerk BE DIRECTED to send a copy of this resolution to: Prime Minister Justin Trudeau; Premier Doug Ford; Minister of Crown-Indigenous Relations Marc Miller; Minister of Indigenous Services, Patty Hajdu; Minister of Indigenous Affairs, Greg Rickford; Linda Nicholls, Primate of the Anglican Church of Canada; MPP Will Bouma; MP Larry Brock, Mayor David Bailey; Chief Mark Hill; Chief Stacey Laforme; and the Survivors' Secretariat; and
- C. THAT the Clerk BE DIRECTED to send a copy of this resolution to the Federation of Canadian Municipalities (FCM) and the Association of Municipalities Ontario (AMO) for circulation to all municipalities in Ontario with an invitation to adopt a similar resolution, and, specifically, to those located within the Haldimand Tract,

including: Haldimand County; the County of Brant; the City of Cambridge; the City of Kitchener; the City of Waterloo; and the Region of Waterloo.

I trust this information is of assistance.

Yours truly,

A handwritten signature in black ink, appearing to read 'Tanya Daniels', with a stylized flourish at the end.

Tanya Daniels
City Clerk, tdaniels@brantford.ca

Cc All Ontario Municipalities
Survivors' Secretariat

**Legislative Services**

Town of Newmarket
395 Mulock Drive
P.O. Box 328 Station Main
Newmarket, ON L3Y 4X7

clerks@newmarket.ca
tel.: 905-895-5193
fax: 905-953-5100

May 24, 2022

Sent via email: amo@amo.on.ca

Attn: Association of Municipalities Ontario

RE: Mandatory Firefighter Certifications

I am writing to advise you that at the Council meeting held on May 9, 2022, Council adopted the following recommendations regarding the above referenced matter:

Whereas municipal governments provide essential services to the residents and businesses in their communities; and,

Whereas the introduction of new provincial policies and programs can have an impact on municipalities; and,

Whereas municipal governments are generally supportive of efforts to modernize and enhance the volunteer and full-time fire services that serve Ontario communities; and,

Whereas the Association of Municipalities of Ontario (AMO) believes in principle that fire certification is a step in the right direction, it has not endorsed the draft regulations regarding firefighter certification presented by the Province; and,

Whereas municipalities and AMO are concerned the thirty-day consultation period was insufficient to fully understand the effects such regulations will have on municipal governments and their fire services; and,

Whereas fire chiefs have advised that the Ontario firefighter certification process will create additional training and new costs pressures on fire services; and,

Whereas the Ontario government has not provided any indication they will offer some form of financial support to deliver this service; and,

Whereas AMO, on behalf of municipal governments, in a letter to Solicitor General Jones dated February 25, 2022, made numerous comments and requests to address the shortcomings in the draft regulations.

**Legislative Services**

Town of Newmarket
395 Mulock Drive
P.O. Box 328 Station Main
Newmarket, ON L3Y 4X7

clerks@newmarket.ca
tel.: 905-895-5193
fax: 905-953-5100

Therefore be it resolved,

1. That the Town of Newmarket does hereby support AMO's recommendations; and,
2. That the Town of Newmarket does hereby call on the Solicitor General of Ontario to work with AMO, municipal governments and fire chiefs across Ontario to address the funding concerns raised so that municipalities can continue to offer high quality services to their communities; and,
3. That a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO), the Ontario Small Urban Municipalities (OSUM), and all Ontario municipalities for their consideration

Yours sincerely,

Jaclyn Grossi
Acting Deputy Clerk

Copy:
Ontario Small Urban Municipalities
All Ontario municipalities

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 40-2022
FOR THE YEAR 2022**

***BEING A BY-LAW 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

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;

**NOW 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 June 6, 2022 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 6TH DAY OF JUNE 2022.***

MAYOR: _____ **CLERK:** _____