

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

Monday, June 20, 2022, 7:00 PM
Tartan Hall - Char-Lan Recreation Centre
19740 John Street, Williamstown

	Pages
1. CALL TO ORDER	
2. O CANADA	
3. DISCLOSURE OF PECUNIARY INTEREST	
4. 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.	
5. APPROVAL OF MINUTES	
5.a. Previous Meeting Minutes - June 6, 2022	4
5.b. Special Meeting Minutes- June 6, 2022	12
6. PRESENTATIONS AND DELEGATIONS	
6.a. Asset Management Plan - EVB Engineering (Marco Vincelli)	16
7. ACTION REQUESTS	
7.a. Vaccination Verification Policy – June Review (T. Mills)	33
7.b. Appoint Court of Revision – McNairn Drain (K. Campeau)	35
7.c. Dog Catcher Wage and Mileage Increase (V. Brunet)	37
7.d. Land Donation to Habitat for Humanity Cornwall and the Counties (J. Haley)	44
7.e. Transfer of Forested Lands to the RRCA (J. Haley)	49
7.f. Procurement 18-2022 - Supply of Two Pumper Apparatus (D. Robertson)	52
7.g. Char-Lan Recreation Centre – Advertisement Allocation (S. Servage)	55
7.h. Overall Responsible Operator – Water Division (S. McDonald)	60
*7.i. First Line Road – Pipe Arch Purchase (S. McDonald)	64

8.	BY-LAWS	
8.a.	Amended Strategic Asset Management Policy (S. McDonald)	69
8.b.	2022 Budget and Tax Rates (M. Hudson)	80
8.c.	Authorization of Collective Agreement (T. Mills)	86
9.	CONSENT AGENDA	
9.a.	Committee Of Adjustment Minutes - June 6, 2022	133
9.b.	RRCA Meeting Highlights - May 19 2022	140
9.c.	Letter - Annual Emergency Exercise Exemption - District of Muskoka	141
9.d.	Resolution - Retirement Home Funding - Chatham Kent	145
9.e.	Resolution - Voter's List Information to Candidates - Town of the Blue Mountains	147
9.f.	Public Works Facility Update (S. McDonald)	148
9.g.	Rate Increase - Cornwall Electric (M. Hudson)	149
9.h.	Departmental Update - Corporate Services (May 2022)	152
9.i.	Departmental Update - Finance (May 2022)	155
9.j.	Departmental Update - Parks, Recreation and Culture (May 2022)	156
9.k.	Departmental Update – Fire Services (May 2022)	158
9.l.	Departmental Update - Planning, Building & Enforcement (May 2022)	160
9.m.	Departmental Update - Infrastructure Services (May 2022)	163
10.	ITEMS FOR CONSIDERATION	
10.a.	Support Resolution - Community Schools Alliance	169
10.b.	Support Resolution - Former Mohawk Institute Residential School	170
10.c.	Summer Maintenance - Private Roads (S. McDonald)	171
10.d.	Farlinger Point Request (S. McDonald)	180
*10.e.	Martintown Canada Day - Donation Request (L. Warden)	

11. CLOSED SESSION

BE IT RESOLVED THAT Council convene to Closed Session to discuss the following items under Section 239 (2) of the Municipal Act 2001;

(2) a meeting or part of a meeting may be closed to the public if the subject matter being considered is;

(e) litigation or potential litigation

Specifically: Potential Litigation - Staff Report 96-2022

(f) advice subject to solicitor-client privilege

Specifically: Legal Advice - Information Report

(h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency

Specifically: Information Report

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations

Specifically: Instruction to be applied to negotiations

12. CONFIRMING BY-LAW

12.a. Confirming By-law 45-2022

184

13. ADJOURNMENT

TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING MINUTES

June 6, 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 CAO Tim Mills, GM Corporate Services/Clerk Kelli Campeau,
PRESENT: GM Infrastructure Services Sarah McDonald, GM Planning,
Building and Enforcement Joanne Haley, GM
Finance/Treasurer Michael Hudson, GM Parks, Recreation and
Culture Sherry-Lynn Servage, Fire Chief Dave Robertson,
Director Water and Waste Water Dillen Seguin, Director of
Development/CBO Chris Raabe, Manager of Municipal Law
Veronique Brunet, Deputy Clerk Crystal LeBrun and Executive
Assistant/Communications Coordinator Michelle
O'Shaughnessy.

1. CALL TO ORDER

Resolution No. 162-2022

Moved by Deputy Mayor Jaworski
Seconded by Councillor McDonell

BE IT RESOLVED THAT the June 6, 2022 Council Meeting of the
Township of South Glengarry now be opened at 7:00 pm

CARRIED

2. O CANADA

3. APPROVAL OF AGENDA

Resolution No. 163-2022

Moved by Councillor McDonell
Seconded by Councillor Lang

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 - Char-Lan Recreation Centre – Workshop Columns (S.
Servage)

Employed by EVB Engineering.

4.2 Councillor Luck - Glen Walter Water Wastewater Plant Expansion –
Environmental Assessment Award (S. McDonald)

Employed by EVB Engineering.

5. APPROVAL OF MINUTES

5.1 Previous Meeting Minutes - May 16, 2022

Resolution No. 164-2022

Moved by Councillor Lang

Seconded by Councillor Luck

BE IT RESOLVED THAT the Minutes of the May 16, 2022 Council Meeting, including the Closed Session Minutes, be adopted as circulated.

CARRIED

5.2 Public Meeting Minutes - May 16, 2022

Resolution No. 165-2022

Moved by Councillor Luck

Seconded by Deputy Mayor Jaworski

BE IT RESOLVED THAT the Minutes of the May 16, 2022 Public Meeting be adopted as circulated.

CARRIED

6. PRESENTATIONS AND DELEGATIONS

7. NEW BUSINESS

7.1 Staff Reports

7.1.a Building By-law 26-2022 (C. Raabe)

Resolution No. 166-2022

Moved by Deputy Mayor Jaworski

Seconded by Councillor McDonell

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.

CARRIED

7.1.b Delegation of Authority – Nuisance By-law (V. Brunet)

Resolution No. 167-2022

Moved by Councillor McDonell

Seconded by Councillor Lang

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.

CARRIED

7.1.c Request to Refund a Minor Variance Application (J. Haley)

Resolution No. 168-2022

Moved by Councillor Lang
Seconded by Councillor Luck

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.

CARRIED

7.1.d Cairnview Estates Draft Plan Approval Extension (J. Haley)

Resolution No. 169-2022

Moved by Councillor McDonell
Seconded by Deputy Mayor Jaworski

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 of SDG 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.

CARRIED

7.1.e Temporary Use Zoning By-law Amendment - Happy Bay Holding Inc. (J. Haley)

Resolution No. 170-2022

Moved by Councillor Luck
Seconded by Councillor McDonell

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.

CARRIED

7.1.f Housekeeping Amendment to Zoning By-law 38-09 (J. Haley)

Resolution No. 171-2022

Moved by Deputy Mayor Jaworski
Seconded by Councillor Lang

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.

CARRIED

7.1.g Mutual Assistance Agreement By-law (K. Campeau)

Resolution No. 172-2022

Moved by Councillor Lang
Seconded by Councillor Luck

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.

CARRIED

7.1.h Procedural By-law – Third and Final Reading (K. Campeau)

Resolution No. 173-2022

Moved by Councillor Luck
Seconded by Councillor McDonell

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.

CARRIED

7.1.i Pride Month and Raising of the Pride Flag (T. Mills)

Resolution No. 174-2022

Moved by Councillor McDonell
Seconded by Deputy Mayor Jaworski

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.

CARRIED

7.1.j Right to Disconnect Policy (T. Mills)

Resolution No. 175-2022

Moved by Deputy Mayor Jaworski

Seconded by Councillor Lang

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.

CARRIED

7.1.k Char-Lan Recreation Centre – Workshop Columns (S. Servage)

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

Resolution No. 176-2022

Moved by Councillor Lang

Seconded by Councillor McDonell

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.

CARRIED

7.1.l Water and Wastewater Service Delivery Review (S. McDonald)

Resolution No. 177-2022

Moved by Councillor McDonell

Seconded by Councillor Luck

BE IT RESOLVED THAT Staff Report 80-2022 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.

CARRIED

7.1.m Glen Walter Water Wastewater Plant Expansion – Environmental Assessment Award (S. McDonald)

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

Resolution No. 178-2022

Moved by Councillor Lang

Seconded by Deputy Mayor Jaworski

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 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.

CARRIED

7.1.n Radio Repeater Hosting Agreement (D. Robertson)

Resolution No. 179-2022

Moved by Councillor Luck
Seconded by Councillor Lang

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.

CARRIED

7.2 Other Business

7.2.a Berish-Purcell Mutual Agreement Drain (S. McDonald)

Council directed Administration to investigate a feasibility study to convert the drain into a municipal drain.

7.2.b Glen Walter Waterfront Park - Concept Plan (S. Servage)

7.2.c Decorative Snowflakes - Green Valley and Bainsville (S. Servage)

7.2.d Community Schools Alliance AGM Notice

7.2.e Resolution Request - Community Schools Alliance

Deputy Mayor Jaworski requested a support resolution.

7.2.f Resolution - Former Mohawk Institute Residential School (City of Brantford)

Deputy Mayor Jaworski requested a support resolution.

Resolution No. 180-2022

Moved by Councillor Lang
Seconded by Deputy Mayor Jaworski

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

CARRIED

7.3 Committee Reports

7.3.a Committee of Adjustment Minutes - May 16, 2022

7.3.b SDG County Council Draft Minutes - May 16, 2022

7.4 For Information Only

- 7.4.a First Line Road Culvert (S. McDonald)
- 7.4.b Resolution Request - Community Schools Alliance
- 7.4.c Resolution - Community Schools Alliance Action Plan (Municipality of Shuniah)
- 7.4.d Resolution - Energy Performance Tiers (City of Kitchener)
- 7.4.e Resolution - Former Mohawk Institute Residential School (City of Brantford)
- 7.4.f Resolution - Mandatory Firefighter Certification (Town of Newmarket)

8. CLOSED SESSION

Resolution No. 181-2022

Moved by Deputy Mayor Jaworski

Seconded by Councillor McDonell

BE IT RESOLVED THAT Council convene to Closed Session at 8:51 pm 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 and HR matter

(k) a position, plan, procedure, criteria or instruction to be applied to negotiations

Specifically: instruction for negotiations

CARRIED

Resolution No. 182-2022

Moved by Councillor McDonell

Seconded by Councillor Luck

BE IT RESOLVED THAT Council rise and reconvene at 9:55 pm into open session without reporting.

CARRIED

Resolution No. 183-2022

Moved by Councillor Luck

Seconded by Councillor Lang

BE IT RESOLVED THAT Council direct Administration to carry out all actions as specified in the Closed Session Minutes.

CARRIED

9. CONFIRMING BY-LAW

9.1 Confirming By-law 40-2022

Resolution No. 184-2022

Moved by Councillor Lang
Seconded by Deputy Mayor Jaworski

BE IT RESOLVED THAT By-law 40-2022, 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 6th day of June 2022.

CARRIED

10. ADJOURNMENT

Resolution No. 185-2022

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 9:56 pm.

CARRIED

Mayor

Clerk

TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING MINUTES

June 6, 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 Infrastructure Services Sarah McDonald, GM Planning, Building and Enforcement Joanne Haley, Deputy Clerk Crystal LeBrun and Executive Assistant/Communications Coordinator Michelle O'Shaughnessy.

1. CALL TO ORDER

Resolution No. 158-2022

Moved by Councillor Luck
Seconded by Councillor Jaworski

BE IT RESOLVED THAT the June 6, 2022 Special Meeting of the Township of South Glengarry now be opened at 6:00 pm

CARRIED

2. APPROVAL OF AGENDA

Resolution No. 159-2022

Moved by Councillor Jaworski
Seconded by Councillor Lang

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

3. DECLARATION OF PECUNIARY INTEREST

4. PRESENTATIONS AND DELEGATIONS

4.1 McNairn Drain Report - McIntosh Perry Consulting Engineers

Lucas Gibson of McIntosh Perry Consulting Engineers provided a presentation regarding the McNairn Drain Engineer's Report. Members of the public were invited to make comments or ask questions after the presentation. Drainage Superintendent Gary MacDonald, GM of Infrastructure Sarah MacDonald and GM of Planning, Building and Enforcement Joanne Haley addressed members of the public's inquiries.

Rob Cote (6711 Yacht Blvd)- Inquired about Maintenance Schedule for Drains. Mr. MacDonald explained that drain maintenance is done on a request basis. Furthermore, he clarified that drains receive maintenance checks on roughly a 10-year cycle. A subsequent question was asked about whether those paying for drain maintenance are all the owners of that drain. Mr. MacDonald then explained if the whole drain is maintained, the costs go to all the owners and all those upstream from the worksite pay as they also benefit from the work.

Bruce Tessier (1812 St Laurent Blvd) Inquired about water flow within the drain. Mr. MacDonald replied to his inquiry explaining that there is a minimal grade within this drain and that it does not require a substantial number of weeds to diminish water flow. The drain maintenance costs will go back to the owners for the most part, so they try not to do maintenance unless it is needed.

Barbara Duret (18161 St Laurent Blvd) inquired about the swale's impact on her property and what she has to pay, and how this drain will work. Steven Mullen (18163 St Laurent Blvd), neighbor of Ms. Duret, further elaborates on the question and describes his concern about a lack of water movement in the swale. Ms. Joanne Haley responds to both Ms. Duret and Mr. Mullen stating that their rear yard swale is not a part of this drain and that it would have been something approved through the grading and drainage plan for the subdivision.

Resident (6706 Sutherland) seeking clarification about the true owner of the drain. Ms. Haley explained that the previous landowner, Mr. Cardinal, has applied for a severance and that he is the owner of the drain. She also states

that the municipality is responsible for the overall maintenance of the drain but the creation of the lot and required engineers report were mandated as part of the conditions of consent. Furthermore, Ms. Haley explains that the installation of the culvert, the maintenance of the property and the access to the property would all be the responsibility of the property owner.

Claude Dion (6727 Yacht Blvd) seeks clarification on drain ownership. Mr. Gibson clarifies that a large portion of the property around the artificial lake is owned by Mr. Cardinal. The drain is owned by whoever's property it crosses. He then motions to the drawing of the area and states that if the blue line crosses onto your property, then you are one of the owners.

Yvonne (6722 Yacht Blvd) asked how she will be affected by the drain and assessment even though her property. Mr. Gibson responds by informing her that everyone within the watershed received a notice since their water contributes to the overall drain. Water from her property will eventually end up into the drain.

Mr. MacDonald proceeded to give a definition of what a municipal drain is and explained the origins of the drain and how the drain act came to be. He further explained ownership of municipal drains and who benefits from the drain, who pays for drain construction and maintenance and also who pays for drains. Finally, he explains what work and maintenance people in the watershed can request and what it can be requested for and what work will be done, what maintenance looks like. Mr. MacDonald also elaborated further on the difference between maintaining your property as a landowner vs maintenance of a municipal drain per a drainage report. The Township receives numerous phone calls regarding planting, mowing the lawn and tree trimming around the municipal drain on the landowner's property. Mr. MacDonald clarified that residents can do whatever landscaping on their yard they would like.

Deputy Mayor Jaworski requests that a lay person version of the engineer's report be created, as the current one is quite complex, and that a portion on the Township website be dedicated to explaining municipal drains and terminology within the subject.

5. NEW BUSINESS

5.1 Staff Reports

5.1.a McNairn Drain Engineer's Report – Meeting to Consider

Resolution No. 160-2022



SOUTH GLENGARRY ASSET MANAGEMENT PLAN

Council
June 20, 2022



Township of South Glengarry Asset Management Plan



July 1, 2022

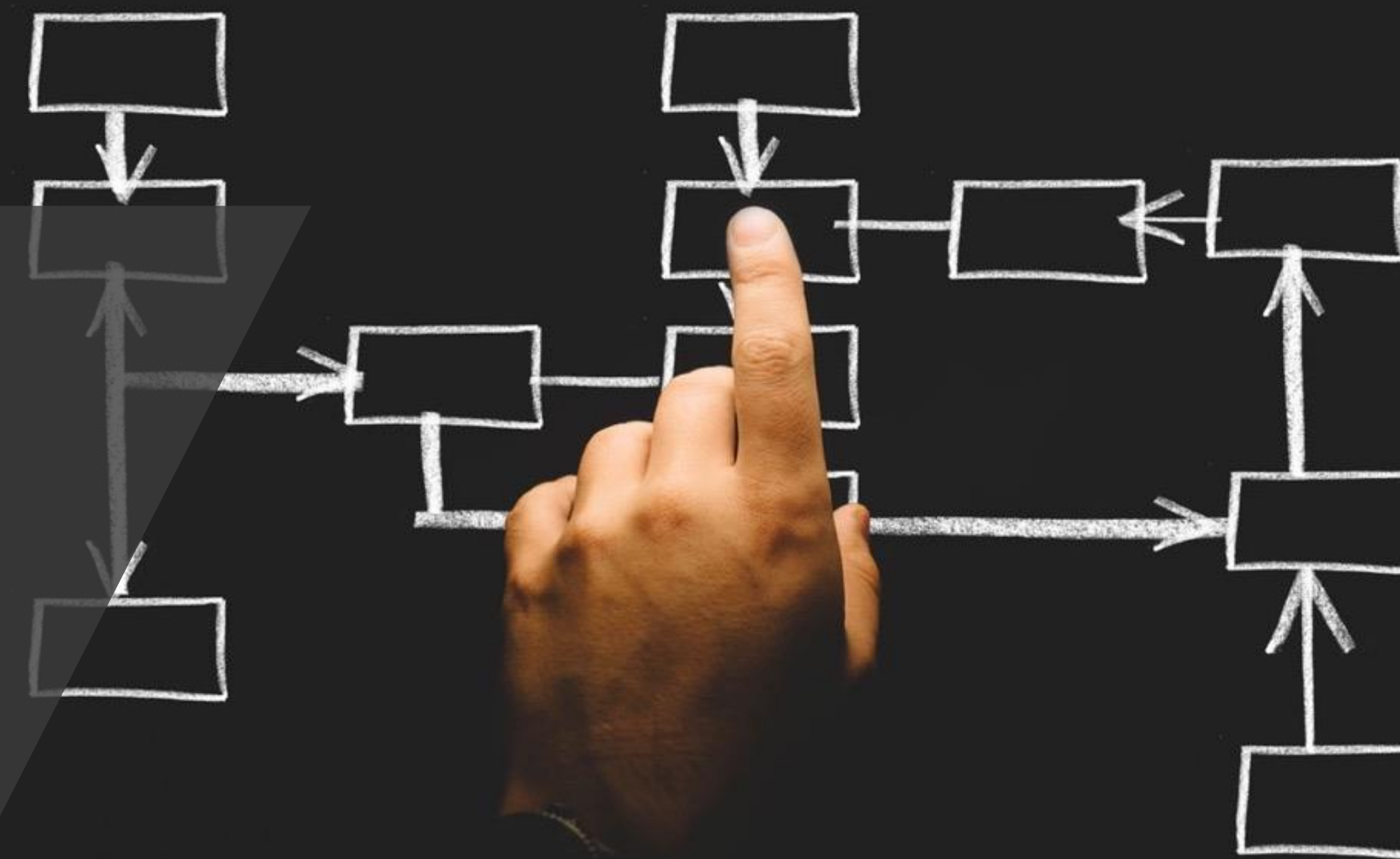
Overview



Overview

Asset management is a system that will...

- **Maintain the delivery of services**
- **Plan for the future**
- **Manage risk**
- **Budget smartly**



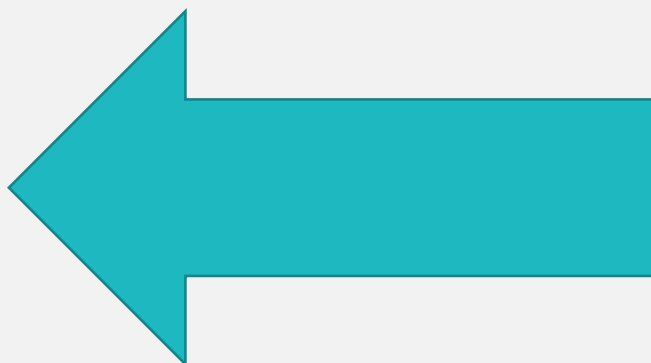
Ontario Regulation 588/17 – Asset Management Planning for Municipal Infrastructure

Phase	Deadline	Activity
1	July 1, 2019	Prepare and Publish a Strategic Asset Management Policy
2	July 1, 2022	Develop an Asset Management Plan for Core municipal Infrastructure Assets.
3	July 1, 2024	Develop an Asset Management Plan for all other municipal infrastructure
4	July 1, 2025	Develop an Expanded Asset Management Plan for all infrastructure Assets



Ontario Regulation 588/17 – Asset Management Planning for Municipal Infrastructure

Phase	Deadline	Town's Asset
2	July 1, 2022	Road Network Bridges and Culverts Glen Walter Water Treatment Plant Lancaster Water Treatment Plant Redwood Estates Water Treatment Plant Lancaster Water Tower Wastewater Collection System Sewage Pumping Stations Glen Walter Water Pollution Control Plant Green Valley Lagoons Lancaster Wastewater Treatment Plant
3	July 1, 2024	Facilities, Buildings, Parks, and Fleet Including, but not limited to: Char-Lan Recreation Centre Green Valley Community Centre Martintown Community Centre and Firehall Lancaster Fire Hall Glen Walter Fire Hall North Lancaster Fire Hall Williamstown Fire Hall North Lancaster Hall and Optimist Park Celtic Hall of Fame Glen Walter Regional Park Jack Danaher Hall and Park Smithfeld Park Lancaster Library Nor Westers Museum Paul Rozon Park Maintenance Building Township Office Cornwall Regional Airport Airport Road Public Works Facility

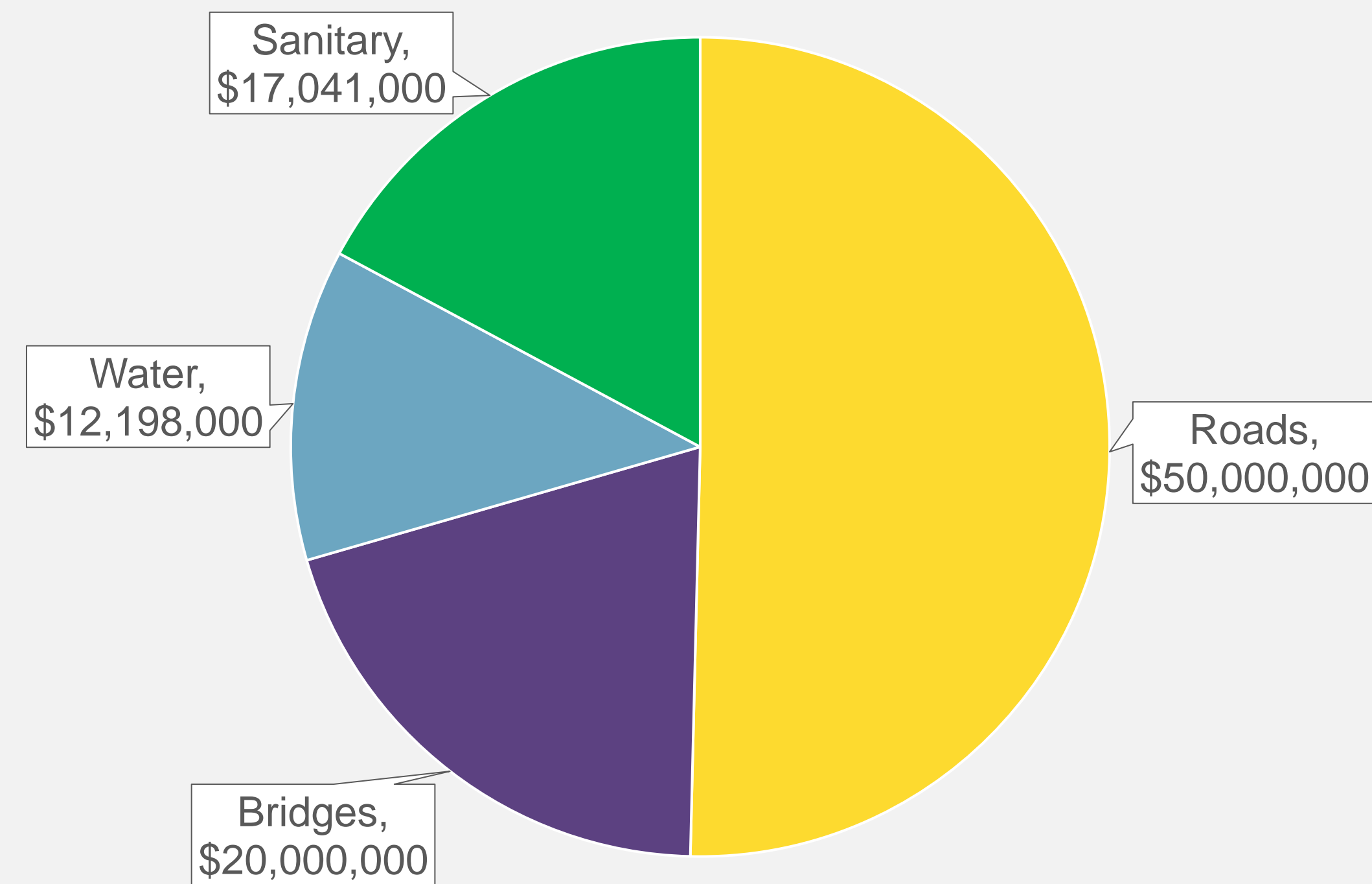


Revision to Strategic Asset Management Policy

- ❖ On June 17, 2019, the Township adopted By-law 40-2019, Strategic Asset Management Policy, as per the requirements of O.Reg. 588/17
- ❖ Since the policy was adopted, there have been staffing changes within the Township's administration resulting in the transfer of duties outlined in the policy
- ❖ There is a Staff Report before Council which reflects the revised roles of Township Administration in the implementation of the asset management planning process
- ❖ Section 5 Roles and Responsibilities
 - ❖ Transfers Overall responsibility of the AMP process to the General Manager of Infrastructure
 - ❖ Reduces the role of the Township's Treasurer to providing organization-wide leadership in implementing the practices and concepts developed by the AMP process and track and maintain the Capital Financial Plan for all assets

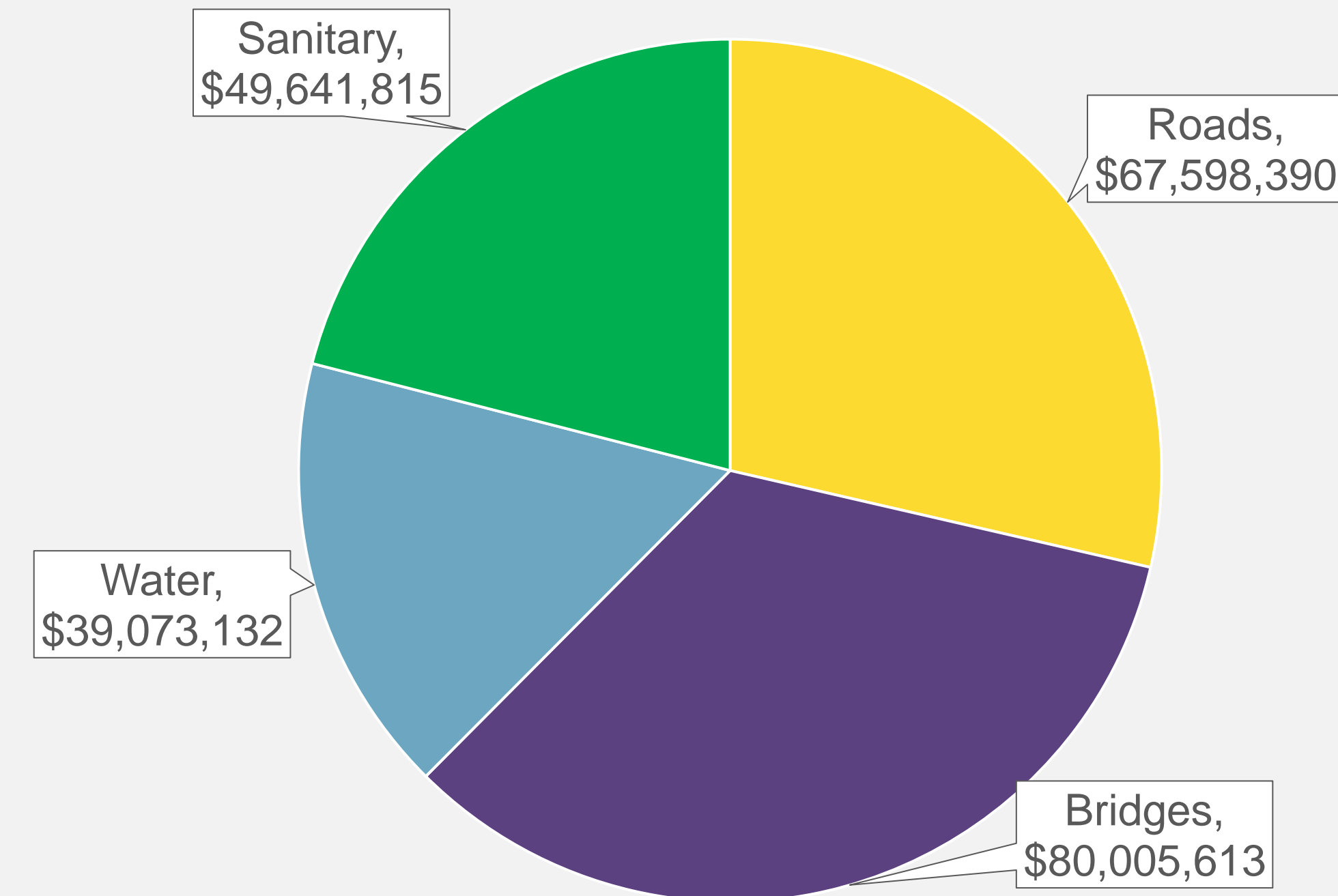
What do We Own and What is it Worth?

Based on 2016 AMP



Total Assets: \$99,239,000

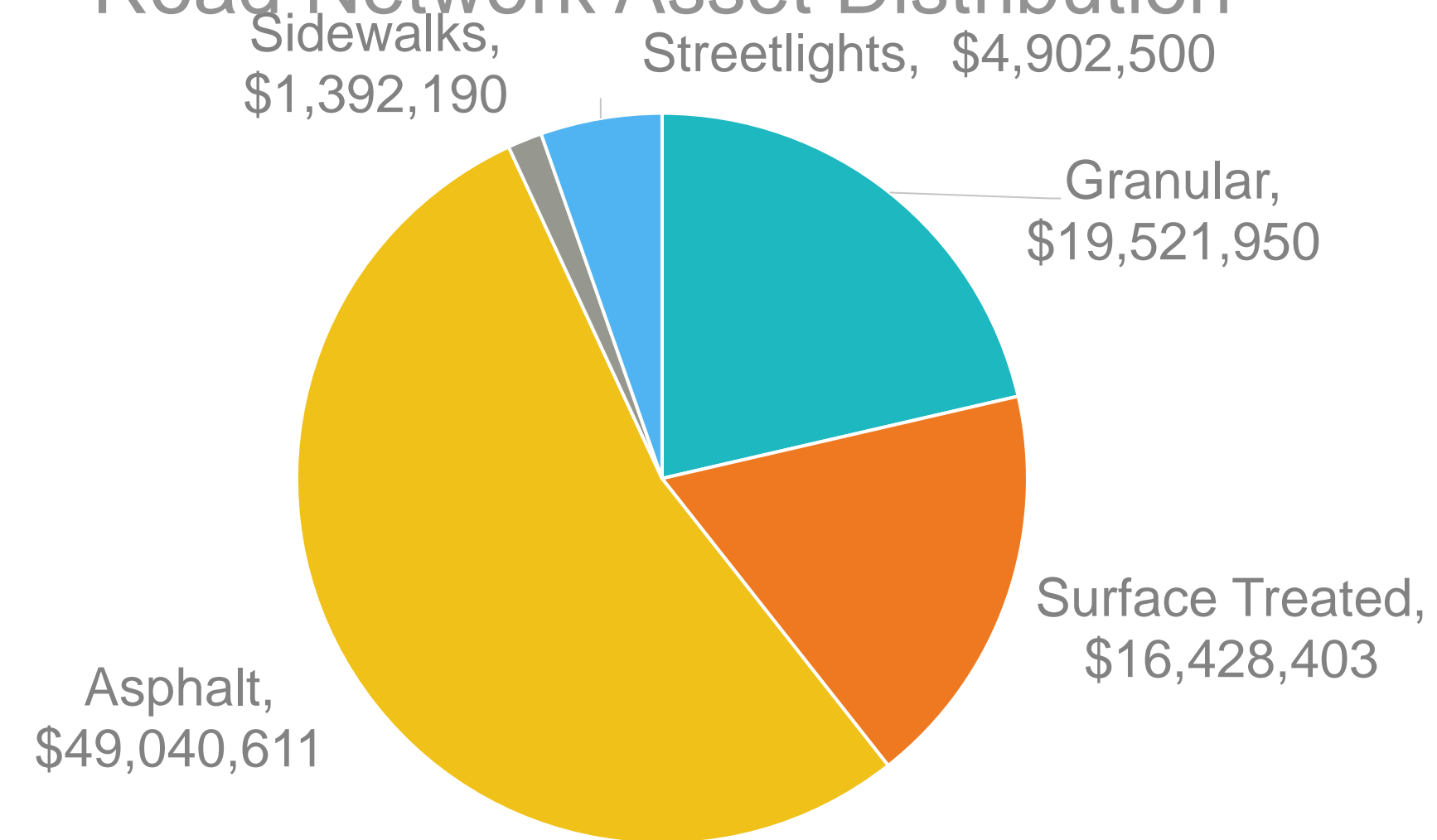
Based on 2022 AMP



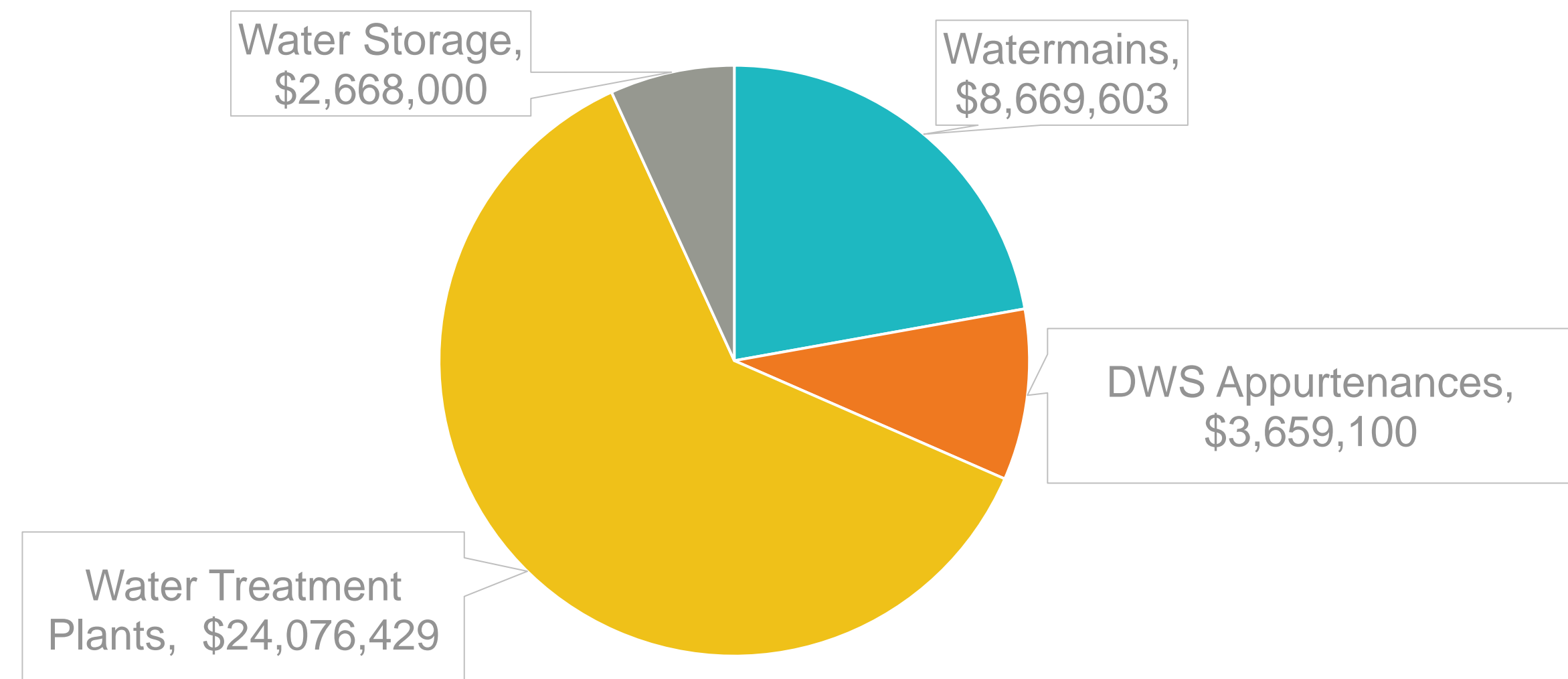
Total Assets: \$236,319,000

Core Infrastructure Assets

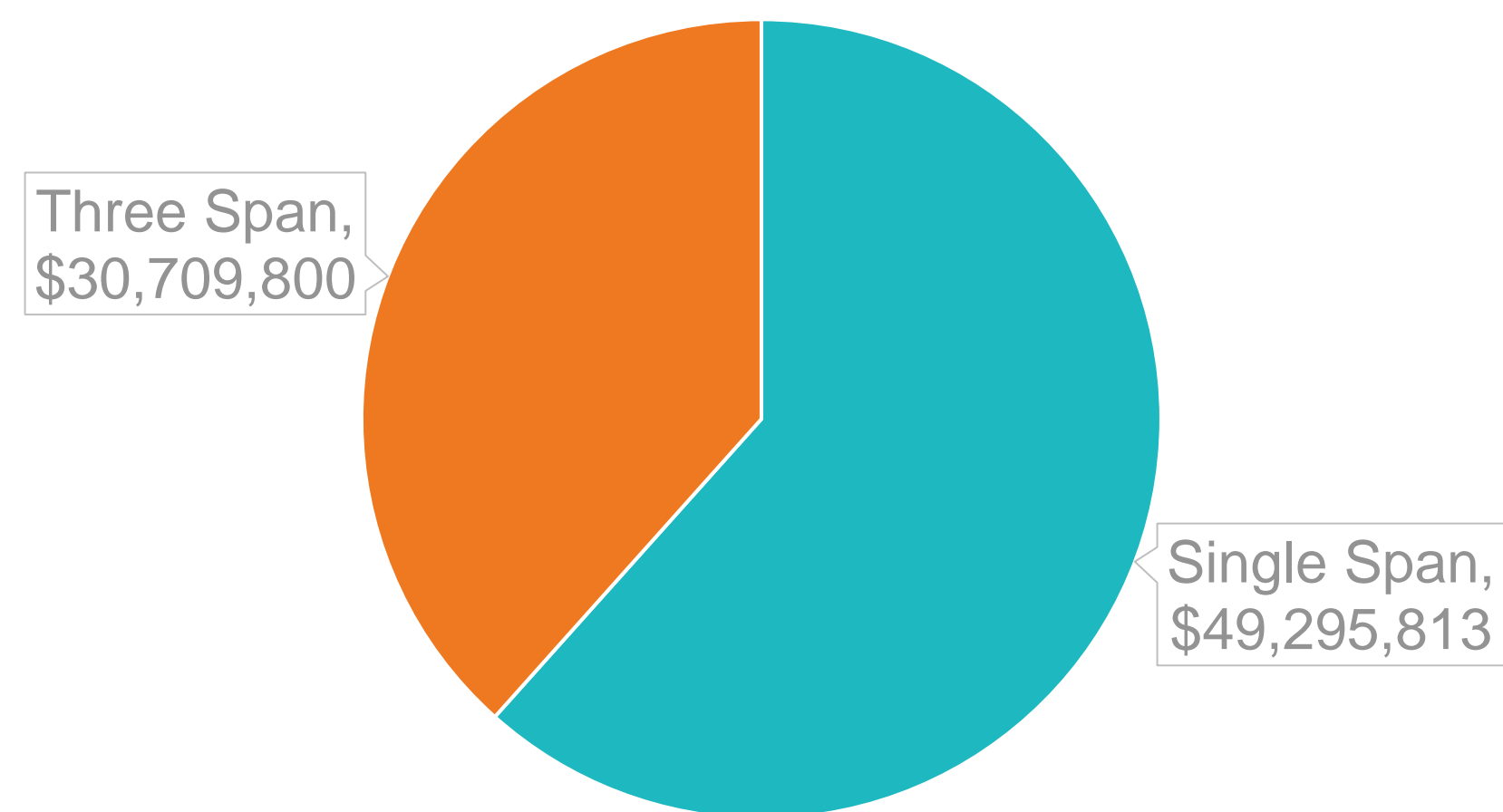
Road Network Asset Distribution



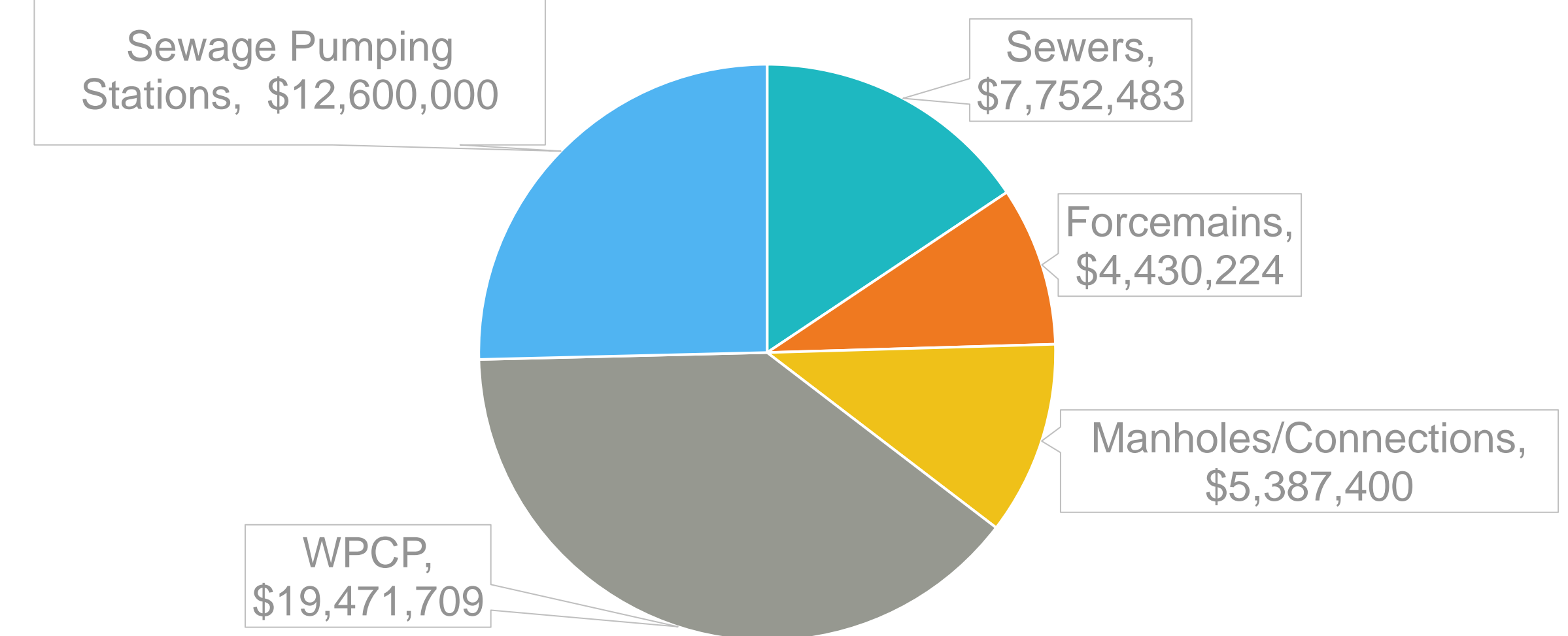
Water Network Asset Distribution



Bridge Network Asset Distribution

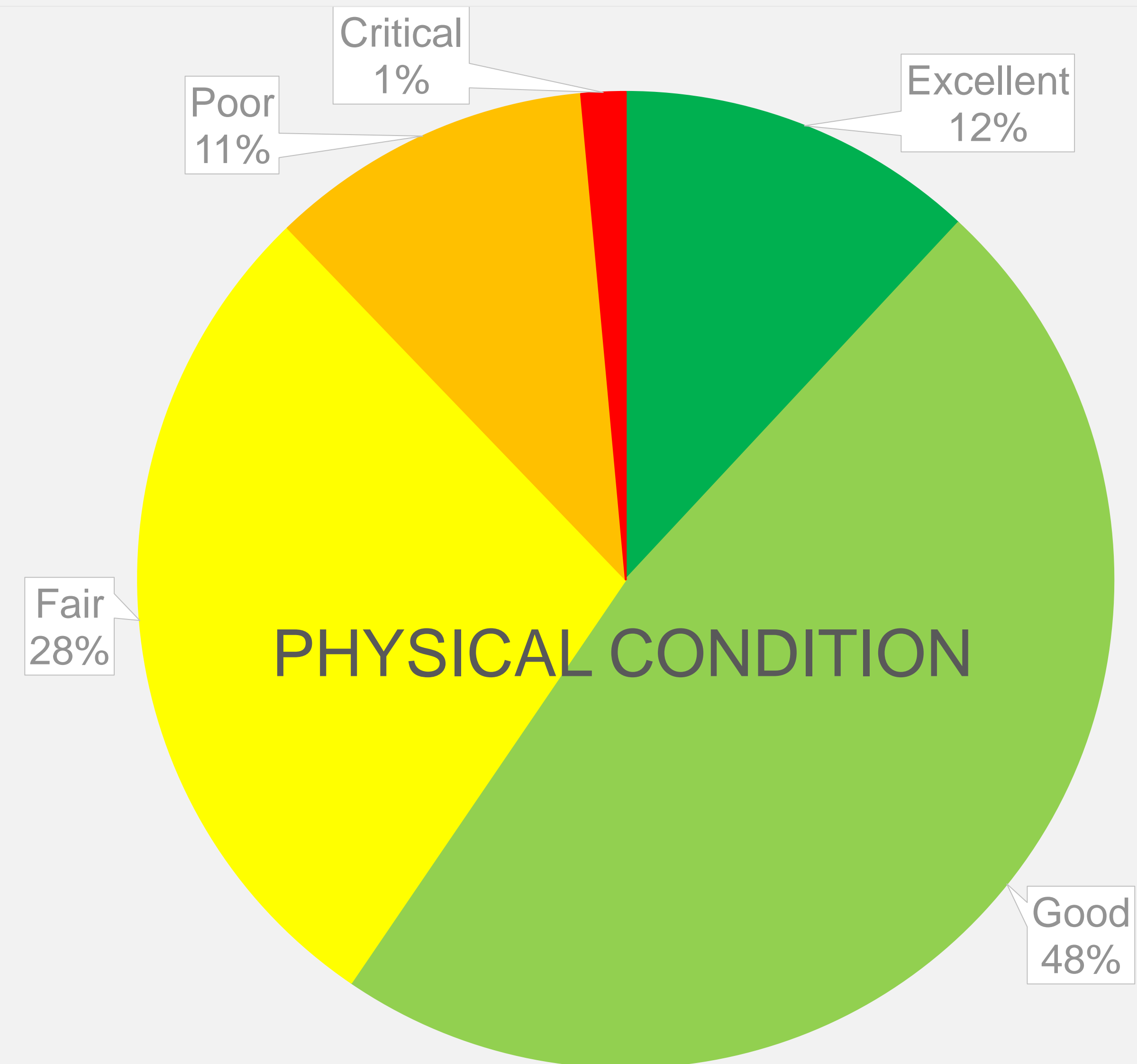


Sanitary Network Asset Distribution

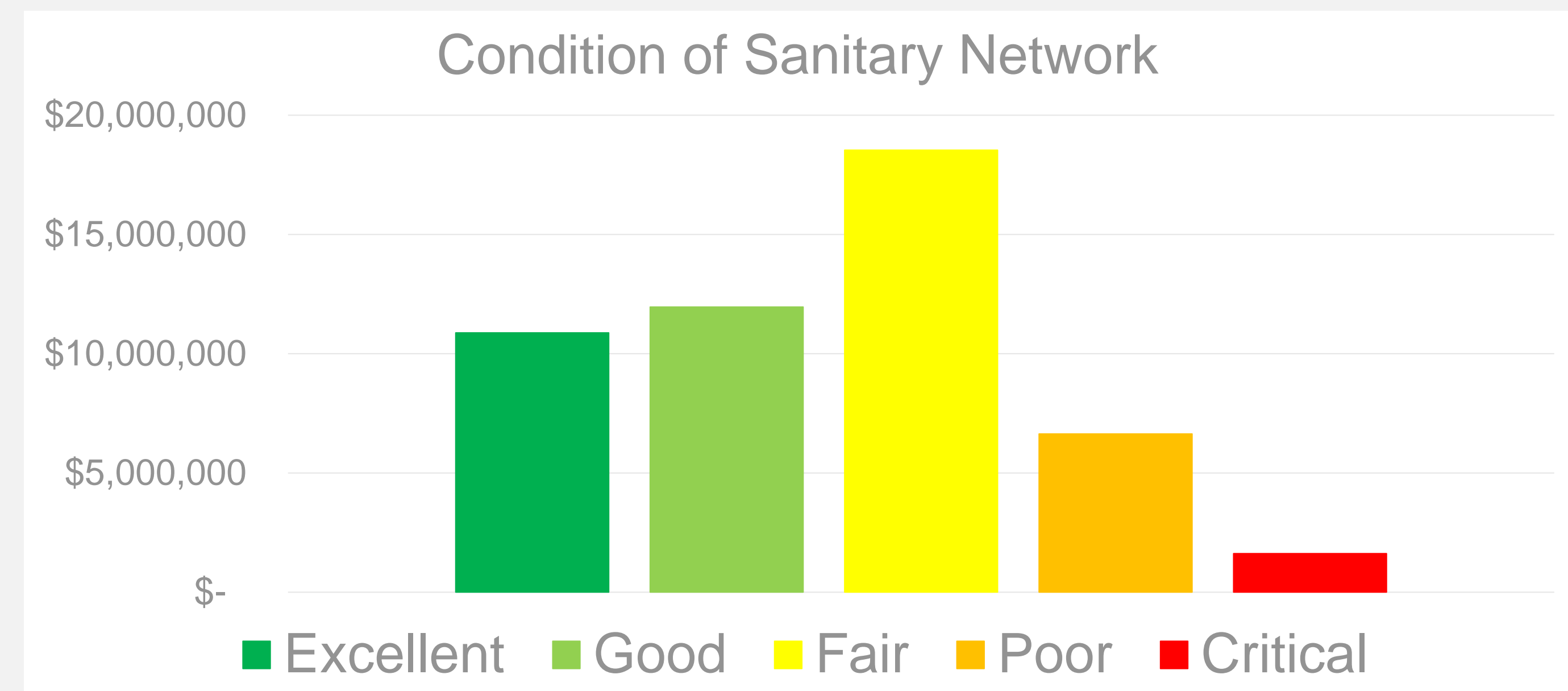
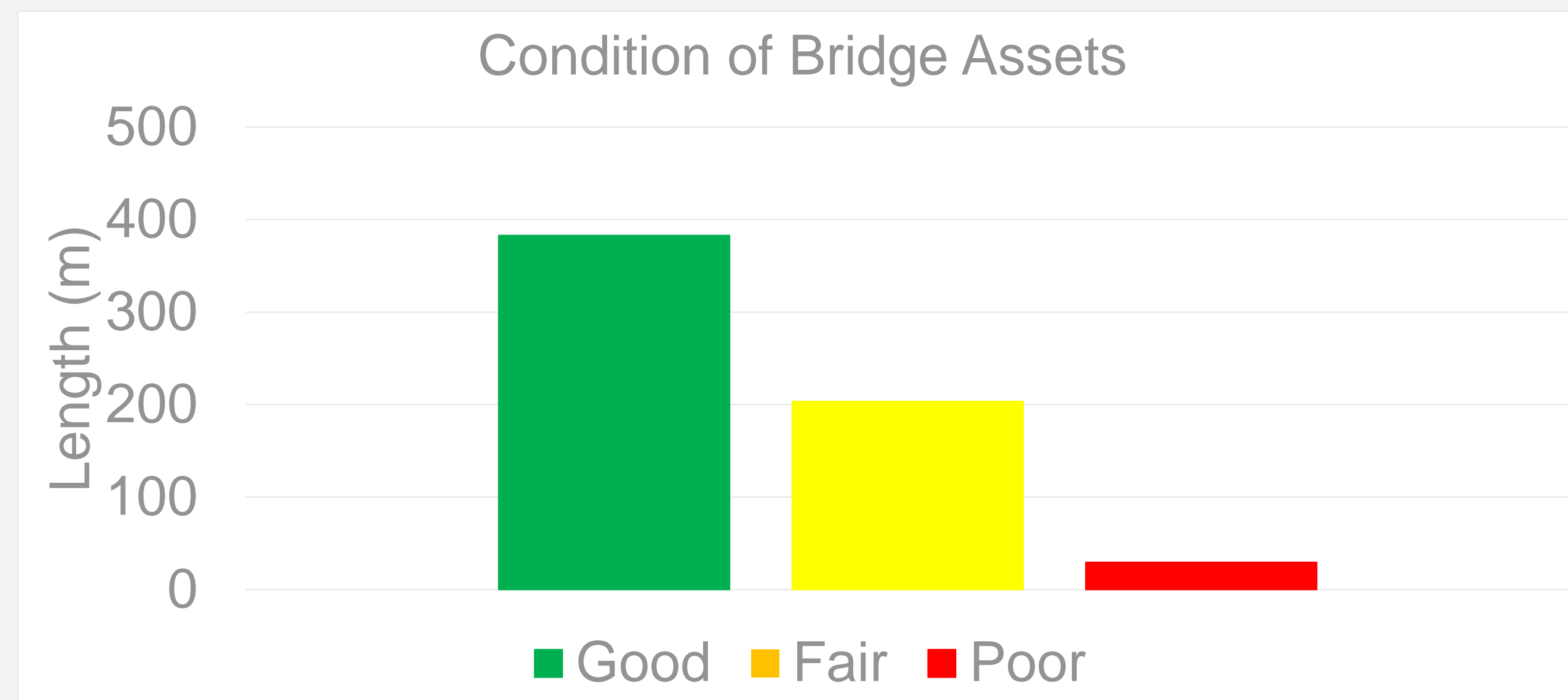
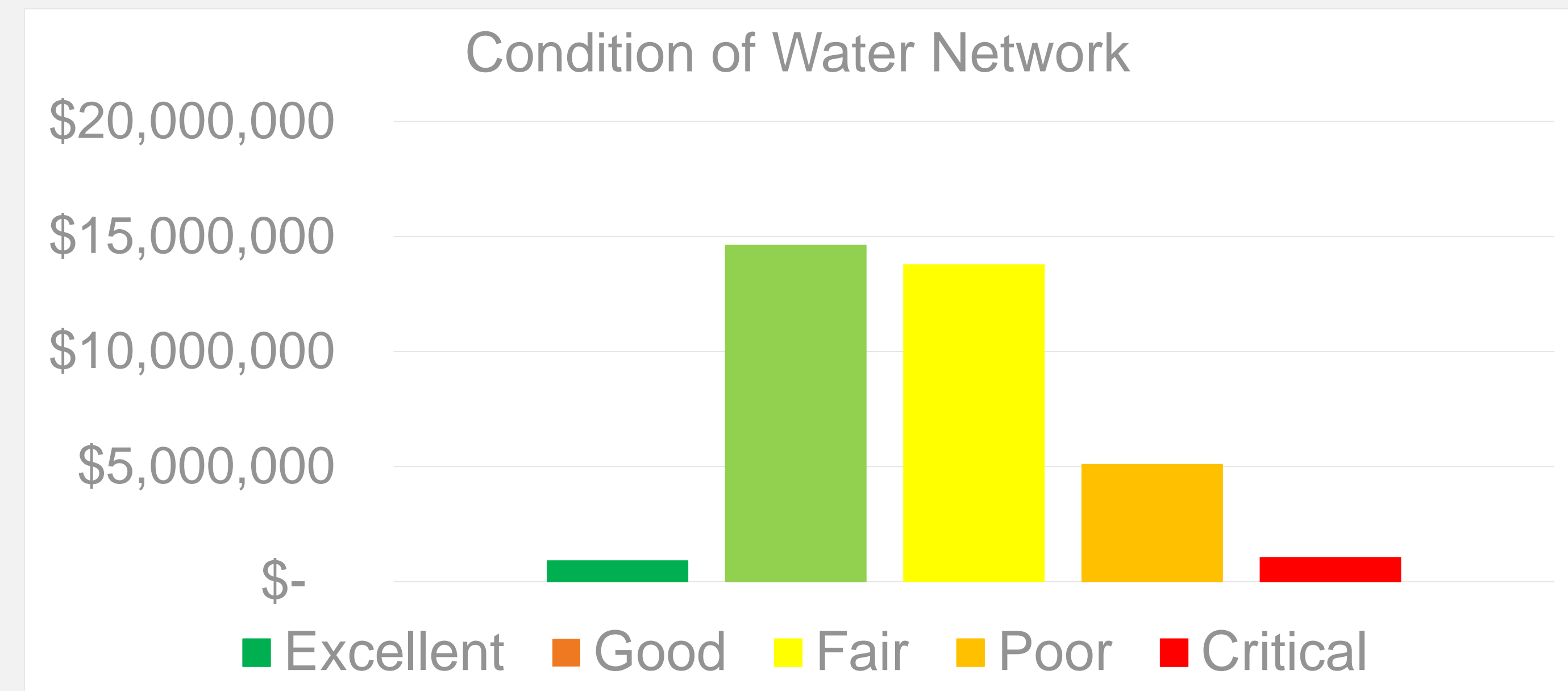
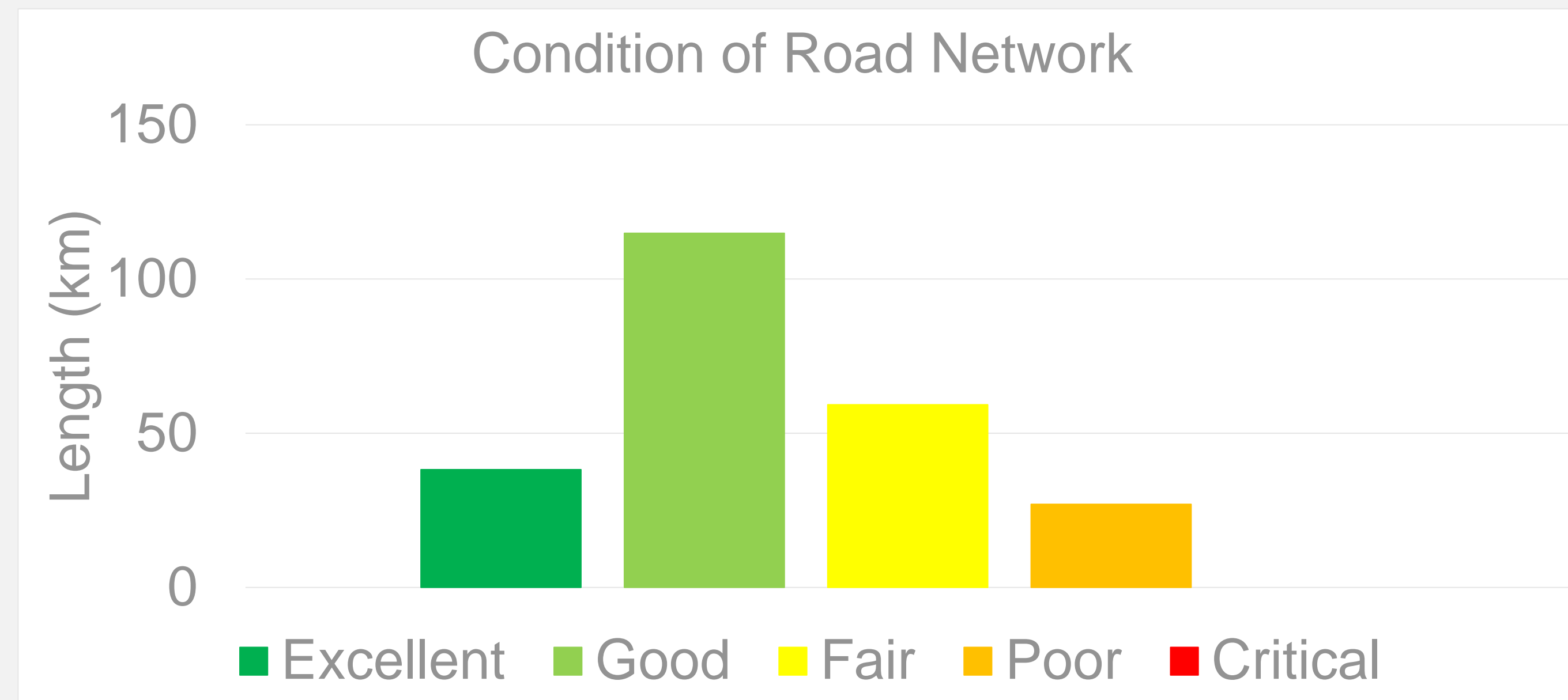


What Condition is it in?

Two Factors Contribute to Condition:
1. Physical Condition
2. Level of Service



Physical Condition of Core Infrastructure



What Condition is it it?

Current Level of Service

The Level of Service (LOS) is a measurement of the quality of service that the Township is providing to the community. O. Reg. 588/17 establishes two categories for LOS:

- ❖ **Community Level of Service:** a description of how customers expect to receive the service. As the customer's expectations may vary from customer to customer this group of matrixes are subjective and difficult to directly measure.
- ❖ **Technical Level of Service:** a measurable attribute that reflects the assets ability to achieve the desired community level of service.

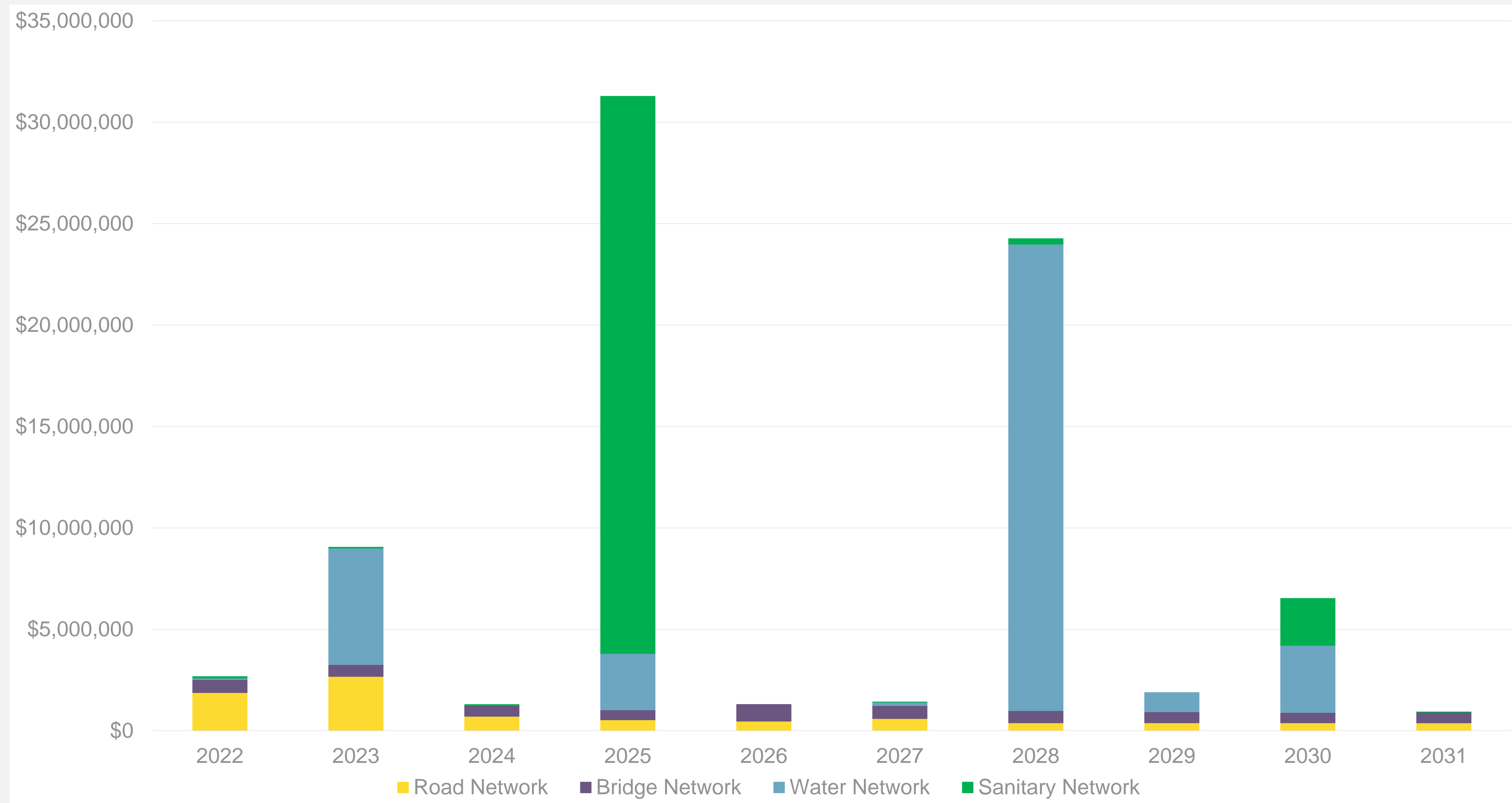
Highlights of Current Level of Service

Asset Category	Matrix	Current Level of Service
Roads	Lane-km of Municipal Roads per Land Area	0.63 km/km ²
	Average Pavement Condition Index Value for Paved Roads	62 (Fair)
Bridges	Average Bridge Condition Index Value	72 (Good)
Water	% of Properties Connected to Municipal Water Systems	18.4%
	% of Properties Provided with Fire Flow Protection from Municipal System	9.6%
	Can the # of non-compliance and/or boil water advisories be reduced	Refer to Tables 15/16
Sanitary	% of Properties Connected to Municipal Sanitary Systems	21.6%
	Reduce the # of Bypass Events per Year	Refer to Table 21
	Reduce the # of Non-Compliances Reported each Year	Refer to Table 22

What Needs to be Done and When?

- ❖ **Roads Network:** Major Capital Investment of \$4.8M in 2022 and 2023.
- ❖ **Bridges Network:** Match OSIM requirements of approximately \$550K per year for 10 years.
- ❖ **Water Network:**
 - ❖ New Glen Walter Water Tower and Upgrades to the Water Distribution System, (funding through the Investing in Canada Infrastructure Program (ICIP) which provided \$3.6M towards this \$5M project).
 - ❖ The Glen Walter Water and Wastewater Master Servicing Plan identified the need to complete a schedule “C” Environmental Assessment for the expansion of the Glen Walter Water Treatment Plant (WTP) has been budgeted for 2022.
 - ❖ It is expected that the Schedule “C” Environmental Assessment will recommend the expansion of the Glen Walter WTP. Based on the uncommitted reserve calculations, the Township anticipates that the Glen Walter WTP expansion would occur in 2028. As the construction cost of this undertakings is expected to create a significant strain on the municipality, the Township will be seeking funding opportunities to reduce the financial burden of this project on the residents.
- ❖ **Sanitary Network:**
 - ❖ The Glen Walter Water and Wastewater Master Servicing Plan identified the need to complete a schedule “C” Environmental Assessment for the expansion the Glen Walter Water Pollution Control Plant (WPCP) which has been budgeted for 2022.
 - ❖ It is expected that the Schedule “C” Environmental Assessment will recommend the expansion of the Glen WPCP. Based on the uncommitted reserve calculations, the Township anticipates that the Glen Walter WPCP expansion would happen in 2025. As the construction cost of this undertakings is expected to create a significant strain on the municipality, the Township will be seeking funding opportunities to reduce the financial burden of this project on the residents.

What Needs to be Done and When?



Next Steps (Core Infrastructure)

❖ Roads Network:

- ❖ Continue with Traffic Counts
- ❖ Road Needs Study Every 5 Years (next 2025)
- ❖ Identify Desired Level of Service (due 2025)

❖ Bridges Network:

- ❖ Complete OSIM Reports (as Required, including an estimate of the replacement value)
- ❖ Identify Desired Level of Service (due 2025)

❖ Water Network:

- ❖ Track watermain breaks
- ❖ Complete water models (Glen Walter is complete, Lancaster will be complete in September 2022)
- ❖ Identify Desired Level of Service (due 2025)

❖ Sanitary Network:

- ❖ Complete CCTV inspection of all sanitary sewers
- ❖ Complete wastewater models
- ❖ Identify Desired Level of Service (due 2025)

❖ Stormwater Network

- ❖ Prepare inventory of stormwater sewers
- ❖ Complete CCTV of stormwater sewers
- ❖ Complete stormwater system model
- ❖ Identify Desired Level of Service (due 2025)

Next Steps (Non-Core Infrastructure)

❖ Buildings

- ❖ Prepare Inventory of Buildings
- ❖ Identify Status of Condition Assessments for Existing Buildings
- ❖ Revise Asset Management Plan for Non-Core Infrastructure (2024)

❖ Vehicles and Equipment

- ❖ Prepare Inventory of Buildings
- ❖ Identify Status of Condition Assessments for Existing Buildings
- ❖ Revise Asset Management Plan for Non-Core Infrastructure (2024)

Questions



STAFF REPORT

S.R. No. 84-2022

PREPARED BY: Tim Mills, Chief Administrative Officer

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 20, 2022

SUBJECT: Vaccination Verification Policy – June Review

BACKGROUND:

1. On October 4, 2021, Council adopted Policy 06-2021, being a Vaccination Verification Policy – COVID-19 at the recommendation of the Medical Officer of Health.
2. As of April 27th, 2022, the government of Ontario lifted all public health orders. Administration has continued to monitor the COVID-19 situation in our area and throughout the Province.
3. At the May 15th Council meeting, Council received a Staff Report to review Policy 06-2021 and passed a resolution to maintain the policy and continue to review it on a monthly basis.

ANALYSIS:

4. Council should consider the following in determining whether or not to rescind or maintain the policy:
 - Employers are legally required under the *Occupational Health and Safety Act* to take every reasonable precaution to protect the health and safety of workers. This includes protecting workers from hazards posed by infectious disease.
 - Due to our relatively small workforce, a COVID-19 outbreak in one of our workplaces could impact service delivery.
 - At present, all employees are compliant with the policy; ten (10) firefighters are inactive due to non-compliance. Rescinding the policy would allow those firefighters to return to active duty.
5. Regardless of Council's decision (ie. to rescind or maintain the policy), Administration will continue to monitor the COVID-19 situation closely and adjustments may be necessary based on recommendations by government health officials from federal, provincial or local health agencies.



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 84-2022 be received and that the Council of the Township of South Glengarry:

(choose one)

Option A: hereby rescinds Policy 06-2021 being the Vaccination Verification Policy.

Option B: hereby rescinds Policy 06-2021, being the Vaccination Verification Policy, effective June 30, 2022.

Option C: direct that Policy 06-2021, being the Vaccination Verification Policy, remain in place until further review.

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



STAFF REPORT

S.R. No. 85-2022

PREPARED BY: Kelli Campeau, GM Corporate Services/Clerk

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 20, 2022

SUBJECT: Appoint Court of Revision – McNairn Drain

BACKGROUND:

1. On June 6, 2022 a Special Meeting to consider the Engineer's Report prepared for the McNairn Drain was held.
2. At said meeting, Council provisionally adopted a by-law to accept the report (By-law 41-2022).

ANALYSIS:

3. Pursuant to the provisions of the *Drainage Act*, the next step in the process involves an appeal process whereby an owner of land who has assessment complaints can appeal to a Court of Revision.
4. A Court of Revision consists of three members of Council who must be appointed at a Regular Council meeting.
5. The jurisdiction of the Court of Revision is limited to two types of appeals. Any owner of land assessed for the drainage works can appeal to the Court of Revision on the following grounds:
 - a. Land or road has been assessed too high or too low.
 - b. Land or road should have been assessed but has not been assessed.
 - c. Due consideration has not been given to the type of use of the land.
6. The Court of Revision has no authority to change the engineer's report in any way other than to alter the schedule of assessments. If one assessment is reduced, others must be increased.
7. Following the appeal period (and once any appeals are dealt with) Council can give a third reading to the by-law.

IMPACT ON 2022 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 85-2022 be received and that Council appoint the following members of Council to the Court of Revision for the McNairn Drain Engineer's Report (select 3):

____ Lyle Warden
____ Stephanie Jaworski
____ Martin Lang
____ Sam McDonell
____ Rebecca Luck

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



STAFF REPORT

S.R. No. 86-2022

PREPARED BY: Veronique Brunet, Manager of Municipal Law Enforcement

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 20, 2022

SUBJECT: Dog Catcher Wage and Mileage Increase

BACKGROUND:

1. The Township of South Glengarry employs the services of Kevin Casselman as the Township Dog Catcher and Municipal Pound operator. Mr. Casselman reports directly to the Manager of Municipal Law Enforcement. These services are available to all residents of South Glengarry.
2. Since 2015, Mr. Casselman has been receiving the same hourly rate (\$20.00) and mileage rate (\$0.45/km).
3. On May 25, 2022, Administration received a request from Mr. Casselman for an increase in his hourly rate and mileage rate (see request attached).

ANALYSIS:

4. Mr. Casselman has requested an hourly increase to \$22.00/hour and a mileage rate that is sufficient to sustain the cost of fuel.
5. Administration has reviewed the request and recommends that Mr. Casselman receive the increase in hourly rate to \$22.00/hour and that the mileage rate be increased to match the municipal rate of \$0.59/km (See attached modified contract).
6. Administration further recommends that the mileage rate remain consistent with the municipal rate on a go-forward basis.

IMPACT ON 2022 BUDGET:

7. The current budget reflects a \$20,000 expense for the operation of the dog pound.
8. The suggested increases would not likely increase the current budget for the dog pound based, on previous years 'Actual Expense'.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 3: Strengthen the effectiveness and efficiency of our organization

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 86-2022 be received and that the Council of the Township of South Glengarry enter into an agreement with Kevin Casselman for the provision of dog catching and pound operation services.

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

E-mail from Kevin Casselman to Veronique Brunet:

“To the municipality of south glennary Due to the cost of living and operating cost I am needing a fair increase in my hourly rate aswell in the mileage rate effective March 2022 hourly wage to 22.00 . Mileage to the fair going rate based on the pump prices that are going up and down I can adjust mileage rate by the month if you can provide me a schedule of mileage rates to charge for the price fluxurating for the months to come Cost to fill this truck 291.00 at 200.6 per litre
Thanks Kevin Casselman

Sent from my iPhone”

TOWNSHIP OF SOUTH GLENGARRY

- INDEPENDENT CONTRACT AGREEMENT -

This Independent Contractor Agreement ("Agreement") is made and entered into by the undersigned parties: **The Township of South Glengarry** (known as the "Township") and **Kevin Casselman** (known as the "Contractor").

In consideration of the promises, rights and obligations set forth below, the parties hereby agree as follows:

1. Term

The term of this Agreement shall begin on June 20th, 2022 and continue until February 29, 2027, unless terminated earlier as set forth in this Agreement. Notice of Termination of this agreement may be given by either party with 60 days written notice. The Contractor agrees that the Township may terminate this Agreement at any time without notice or any further payment if the Contractor is in breach of any of the terms of this Agreement. The term of this Agreement may be extended by mutual agreement between the parties.

2. Services

The Contractor will provide the following services:

- a. The Contractor shall ensure that the provisions of the Animal Control By-law 23-2022, as amended from time to time are adhered to by the Contractor and by the owners of the dogs.
- b. The Contractor shall provide an adequate vehicle to transport the dogs that are picked up in accordance with the Animal Control by-law. This vehicle will include an enclosed area to contain the dog and to protect the dog from unfavourable weather.
- c. The Contractor shall provide and maintain a pound which shall be used for the temporary housing and care of dogs that have been impounded or taken into protective care pursuant to the Animal Control by-law.
- d. The Contractor for the Township shall provide acceptable means of communication, including telephone answering services, in order to ensure that he may be contacted promptly by property owners and residents who wish to contact him in order to lodge complaints.
- e. The Contractor shall immediately advise the Manager of Municipal Law Enforcement of the Township of any dog that is picked up or delivered to the pound.
- f. The Contractor shall pick up and restrain any dog that is found to be running at large in contravention to the provisions of the Township's Animal Control By-law.
- g. The Contractor will ensure that sub-section 3.13 to 3.20 and Part 7 of the Animal Control By-law No. 23-2022 are adhered to.
- h. The Contractor shall report to the Manager of Municipal Law Enforcement of the Township in the event that anyone contravenes any of the provisions of the above noted by-law.
- i. The Contractor shall provide a quarterly report of his activities which shall include an incident report approved by the Township and a copy of the pound card approved by the Minister of

Agriculture Food and Rural Affairs, Animal Health and Welfare Branch.

- j. In addition, the Contractor will offer the following services:
 - i. 24 hours, 7 days a week
 - ii. Pick up stray dogs
 - iii. Adopting service for suitable dogs
 - iv. Disposal of dogs in accordance with the Township Animal Control By-law.

3. Compensation

Subject to providing the services as outlined above, the Contractor shall be remunerated for these services in accordance with Schedule “A” of this agreement.

4. Relationship

The Contractor will provide the Contractor’s services to the Township as an independent contractor and not as an employee.

Accordingly:

- a. The Contractor agrees that the Township shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the Township to the Contractor or amounts paid by the Contractor to its employees or subcontractors. The Contractor also agrees to indemnify the Township from any and all claims in respect to the Township’s failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.
- b. The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the Township may extend to its employees.
- c. The Contractor is free to provide services to other clients, so long as such other clients are not in competition with the Township and so long as there is no interference with the Contractor’s contractual obligations to the Township.
- d. The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Township.
- e. The Township shall in no way be liable to the Contractor for any injuries suffered by him, his employees or subcontractors caused or suffered while in the performance of the animal control duties. The Contractor hereby acknowledges being fully aware that working as a dog catcher and pound operator has many inherent health and safety risks all of which he is prepared to wholly assume for himself, his employees and subcontractors without being entitled to any recourse whatsoever against the Township.

WHEREAS the Township has enacted By-law 23-2022 for the care, control and licensing of Animals and the operation of Kennels within the Township;

AND WEHREAS the Township has appointed Kevin Casselman, as the dog catcher and pound operator for the Township;

AND THEREFORE that in consideration of the covenants and payment set out herein, the parties hereto hereby agree to the following.

5.
- a.

The primary purpose of this Agreement is to implement the policy direction of By-law 23-2022 known as the Animal Control By-law.
- b.

Where this Contract Agreement and By-law 23-2022 conflict, the By-law shall take precedence.

IN WITNESS THEREOF, THE PARTIES HAVE SET THEIR HANDS AND SEALS ON THE 20TH DAY OF JUNE 2022

WITNESS

)

)

)

) BY _____

)

) THE PARTY OF THE FIRST PART

)

) THE CORPORATION OF THE

) TOWNSHIP OF SOUTH GLENGARRY

)

)

)

) _____

)

)

) _____

) CLERK

) THE PARTY OF THE SECOND PART

SCHEDULE “A”

The Corporation of the Township of South Glengarry

Agreement

Dog catcher and pound operator for the Township

EFFECTIVE June 20th, 2022

Services and Rates for Animal Control

•	Housing/Boarding per day	\$	5.00
•	Hourly Rate	\$	22.00
•	Charge per kilometre	\$	0.59*
•	Animal Carcass Disposal	\$	20.00
•	Monthly Stand-by Fee	\$	400.00
•	Monthly Kennel Expenses	\$	350.00

* Remain consistent with the municipal rate on a go-forward basis.



STAFF REPORT

S.R. No. 87-2022

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 20, 2022

SUBJECT: Land Donation to Habitat for Humanity Cornwall and the Counties

BACKGROUND:

1. On August 11, 2021, Habitat for Humanity - Cornwall & the Counties filed a formal request asking the Township to consider donating land to benefit a deserving local family.
2. Habitat for Humanity is a non-governmental and non-profit organization that has been in operation in Canada since 1985. Volunteers, donors, and habitat homeowners across Canada help build and rehabilitate decent affordable homes. Homes are not given away; the habitat partners pay an affordable mortgage geared to their income and volunteer 500 hours to Habitat for Humanity.
3. In 2016, Habitat for Humanity completed a successful build in Lancaster due to a donation of land from the Township and unprecedented support from the Community, according to the organization. The Brousseau family is still enjoying this home today.
4. Prior to the receipt of this formal request, on Friday August 6, 2021, Tim Mills, CAO and Joanne Haley, GM Planning, Building and Enforcement met with Ms. Leigh Taggart, Executive Director, Habitat for Humanity, to review Township-owned land that may be ideal locations for a future Habitat for Humanity home.
5. An interest was expressed for a property located in Green Valley owned by the Township that has been declared surplus. This property is located at the south end of Charlotte Street on the east side and was previously used as a park, primarily as a small soccer field. This property has not been used for parkland purposes for many years and is continuously maintained by the Township through our grass cutting contract. It is approximately 0.83 acres in size and is currently not serviced by municipal wastewater, however it can be serviced according to the Township's Director of Water and Wastewater. This is a nice quiet and safe location for a growing family with easy walkable access to the local park and other amenities.

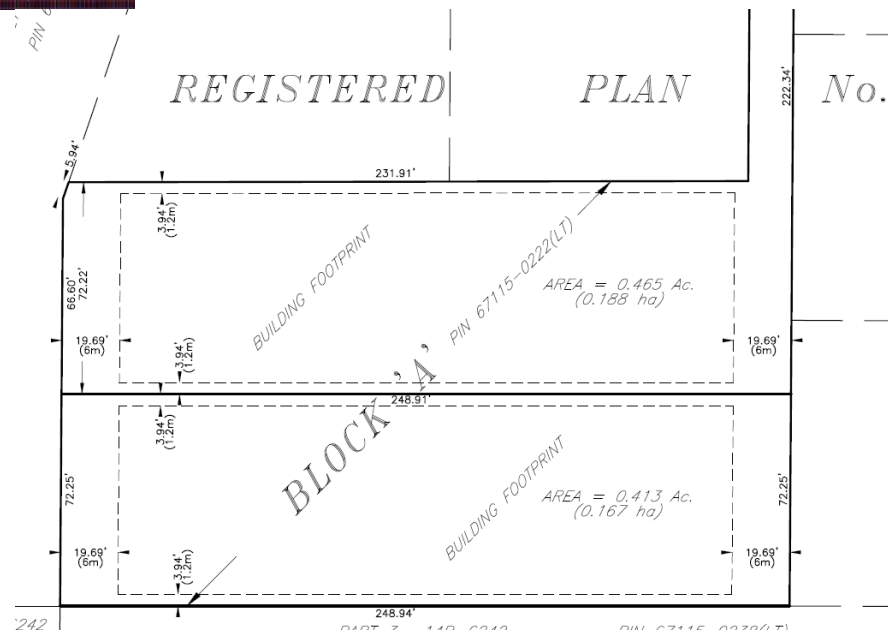


Subject property highlighted in turquoise.

6. Habitat for Humanity is seeking land for a 2024 build. In order for Habitat for Humanity to plan for the near future, a commitment must be made and land should be transferred in 2022. This will afford them the time to seek a local deserving family and to prepare accordingly.

ANALYSIS:

7. On September 7, 2021, The Council of the Township of South Glengarry agreed to donate the land to the Habitat for Humanity and passed a resolution accordingly. Council also requested Administration to consider the possibility of severing the subject property due to its size and its ability to be serviced by municipal wastewater. Council also requested to determine if the property can accommodate semi-detached dwellings as opposed to a single detached dwelling.
8. Ron Jason Surveying was retained to survey the property and to prepare a concept plan to determine how the property can be developed (see below and attached).



9. The Concept plan above demonstrates that the property can be divided into 2 lots. Each lot will have a frontage of 22 meters and a lot area of 0.167 and 0.188 hectares, which conforms to the Township's Zoning By-law.
10. Our Director of Water and Wastewater also confirmed that wastewater services can be allocated to this property to accommodate single or semi-detached dwellings.
11. Should Habitat for Humanity wish to construct a semi-detached dwelling unit on each lot it will possible, but a minor variance would be required for the following:
 - a. To reduce the minimum lot frontage per dwelling unit from 20 meters to 11 meters for both properties
 - b. To reduce the minimum lot area per dwelling unit from 930 square meters to 835.68 - for the southern lot only
12. It is unknown at this time if Habitat for Humanity will build 2 Single detached dwellings or 2 Semi-detached dwellings (4 units). This will depend on the local demands for housing through the Habitat for Humanity organization. If Habitat for Humanity chooses to construct 2 semi-detached dwellings, they are aware that they are responsible for the severance fees and process and the minor variance fees and process.
13. The subject property was zoned Open Space in the Township's Zoning By-law. In our recent housekeeping amendment approved by Council on June 6, 2022, this property has been rezoned to Residential Two which permits single detached and semi-detached dwellings.



14. Administration looks forward to working with Habitat for Humanity to see these housing projects to fruition.

IMPACT ON 2022 BUDGET:

15. The 2022 budget included the costs for surveying and legal. Legal costs are expected to be minimal as Habitat for Humanity covers most of the costs.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 4: Improve quality of life in our community

RECOMMENDATION:

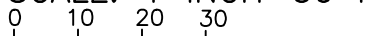
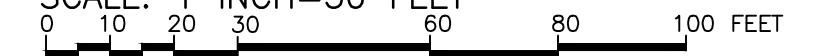
BE IT RESOLVED THAT Staff Report 87-2022 be received and that the Council of the Township of South Glengarry authorizes the Mayor and Clerk to execute all applicable documents to transfer the property legally described as Lot A, Registered Plan 114 (Current PIN being 67115022) in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, to Habitat for Humanity - Cornwall and the Counties.

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

DISTANCES AND COORDINATES SHOWN ON THIS
PLAN ARE IN FEET AND CAN BE CONVERTED
TO METRES BY MULTIPLYING BY 0.3048.

PARK CRESCENT (PER REGISTERED PLAN No. 114)

CONCEPT PLAN SHOWING PROPOSED
DIVISION OF PIN 67115-0222(LT)
BLOCK A
REGISTERED PLAN No. 114
GEOGRAPHIC TOWNSHIP OF CHARLOTTENBURGH
TOWNSHIP OF SOUTH GLENGARRY
COUNTY OF GLENGARRY
RON M. JASON O.L.S.
SCALE: 1 INCH=30 FEET

A horizontal graphic scale bar with tick marks and labels for 0, 10, 20, 30, 60, 80, and 100 FEET. The bar is divided into segments corresponding to these measurements.

PARK CRESCENT (PER REGISTERED PLAN No. 114)

REGISTERED | *PLAN*

No. 114

15
PIN 67115-0218(LT)

14
PIN 67115-0217(LT)

BLOCK

BUILDING FOOTPRINT

BUILDING FOOTPRINT AREA

$$AREA = 0.465 \text{ Ac.}$$

$$(0.188 \text{ ha})$$
$$AREA = 0.413 \text{ Ac.}$$

$$(0.167 \text{ ha})$$

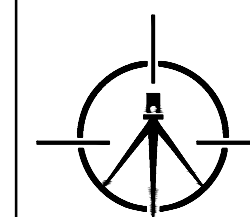
PART 1, 14R-6242

PART 2 , 14R-6242
PIN 67115-0238(LT)

PART 3, 14R-6242

PIN 67115-0238(LT)

PART 1 , 14R-467



MELDRUM-JASON
SURVEYORS

A division of Ivan B. Wallace O.L.S.

IBWSURVEYORS.COM | 1.800.667.0696

PARTY CHIEF: GM	DRAWN BY: BM	CHECKED BY: RJ	PLOT DATE: *
FILE NAME: A-030726		copies available at LandSurveyRecords.com	

STAFF REPORT

S.R. No. 88-2022

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 20, 2022

SUBJECT: Transfer of Forested Lands to the RRCA

BACKGROUND:

1. In the fall of 2021, Council reviewed a list and a map of Township-owned land that was previously declared to be surplus to the Township's needs, as well as Township-owned land located within the Lancaster Heights subdivision and area.
2. Council chose not to declare 2 parcels of land surplus due to these properties being forested and contributing to the overall forest cover of the Township. These parcels are legally described and located as follows:
 - a) West half of Lot 13, Concession 8, geographic Township of Charlottenburgh;
(referred to as the Caber Road property)



- b) Part of lot 4 and 5, Concession 9, geographic Township of Lancaster, (referred to as the Lancaster Heights property)



3. Hendry Forestry Service was retained by Administration to evaluate both parcels of property. The evaluation included several comments/recommendations, with one being to offer the properties to the United Counties of SDG or the RRCA to ensure that they will be sustainably managed for forestry purposes while contributing to the environmental, social, and economic health of the community.
4. Administration held meetings with the United Counties of SDG and the RRCA to determine if they would be interested in receiving and managing these properties. Both organizations were interested therefore Council considered both organizations and on April 4th ,2022, Council opted to donate the land to the RRCA.

ANALYSIS:

5. Following the April 4th, 2022 Council meeting, RRCA Administration conducted site visits of the subject properties to determine if they were interested in owning and maintaining the properties. On April 21, 2022, The RRCA Board of Directors agreed to accept ownership and maintenance of the subject properties.
6. If this report is approved, the subject properties will be declared surplus and direction will be provided to staff to transfer the ownership of the subject properties.

IMPACT ON 2022 BUDGET:

7. Some legal costs will be incurred due to transferring the land, however the RRCA will incur most of the costs. Any costs that the Township will incur will be within the approved 2022 budget.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 4 - Improve quality of life in our community

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 88-2022 be received and that the Council of the Township of South Glengarry declares the properties legally described as, west half of Lot 13, Concession 8, geographic Township of Charlottenburgh, PIN Number 67117 0099 and Part of lot 4 and 5, Concession 9, geographic Township of Lancaster, PIN Number 67153-0504 surplus to the needs of the Township and authorizes the Mayor and Clerk to execute all applicable documents to transfer the ownership of these properties to the Raisin Region Conservation Authority.

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



STAFF REPORT

S.R. No. 89-2022

PREPARED BY: Dave Robertson, Fire Chief

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 20, 2022

SUBJECT: Procurement 18-2022 - Supply of Two Pumper Apparatus

BACKGROUND:

1. Procurement 18-2022, being a Request for Proposal (RFP) for two (2) Fire Pumper Apparatus vehicles for Fire Services, closed on June 13, 2022
2. The 2022 budget includes \$475,000.00 for a replacement pumper vehicle.
3. Council received Staff Report 54-2022 on April 18, 2022. The report requested Council to consider tendering two identical trucks instead of a single unit. These vehicles have been suggested for replacement in our asset management plan, looking at the 2022 and 2023 fiscal years. This request was approved by Council.
4. The vehicles that will be replaced are the,
 - 1996 Freightliner Pumper in the Martintown Station (P2)
 - 1997 GMC Pumper in the Williamstown Station (P3)

ANALYSIS:

5. Four submissions were received. Prices shown are per vehicle:
 - City View Specialty Vehicles, \$474,150
 - Metalfab Ltd, \$506,240
 - Dependable Emergency Vehicles, \$522,404
 - Battleshield Industries, \$582,338
6. In considering limited vehicle chassis availability due to the current supply chain issues and to gain any benefit of delivery time, a comment in the tender gave proponents the ability to suggest other chassis options that may already be in the manufacturing cue. As such, the four proponents provided pricing on the following chassis types,
 - City View Specialty Vehicles, **4-door** FL M2 106 chassis
 - Metalfab Ltd, **2-door** Int HV chassis
 - Dependable Emergency Vehicles, **4-door** FL M2 106 chassis

- Battleshiel Industries, **2-door** FL M2 106 chassis

7. All chassis suggested sizes can be stored within the Fire Stations.

8. Evaluation Matrix.

EVALUATION CRITERIA	MAXIMUM SCORE	Battleshiel		Metalfab		Dependable		City View	
		Rank	Score	Rank	Score	Rank	Score	Rank	Score
Completeness of Tender	5		5.00		5.00		5.00		5.00
Degree of Similar work experience	10		10.00		10.00		10.00		8.00
Added value options	15		15.00		15.00		15.00		11.00
Delivery timeframe	20		18.00		12.00		18.00		18.00
Cost	50		35		47		44		50
TOTAL	100		83		89		92		92

9. As shown in the evaluation matrix, the highest scores were for City View Specialty Vehicles and Dependable Emergency Vehicles, both at 92 points.

10. As the City View submission was for vehicles that are already engineered and designed but not yet in production (July 2022), it is missing some items listed in the tender. An additional \$15,000 has been estimated to add the items required as specified in the RFP.

11. The City View submission was \$48,254 less than the Dependable quote.

12. The following financial values were not included in the tender as they will be provided by other vendors:

- New 2-way radios and installation at \$1,000 (est.) per vehicle.

13. The following are the totals provided and the estimates to provide an overall **per vehicle** cost.

- City View quote \$474,150
- Delivery and training \$600
- Radio and installation \$1000
- Options to be added as mentioned in Item 10. \$15,000
- Estimated total per vehicle is **\$490,750**

14. Administration recommends that the tender for the two vehicles be awarded to City View Specialty Vehicles.

IMPACT ON 2022 BUDGET:

15. The 2022 capital budget includes \$475,000.00 for a replacement pumper vehicle. Market forces since that time have elevated pricing on many items, including Fire vehicles.
16. Considering Council's direction to issue a tender for two Fire Pumpers as opposed to the single vehicle mentioned in the budget, the value of the second vehicle and the increased cost per vehicle, will be taken from Fire reserves.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in Infrastructure and its sustainability.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 89-2022 be received and that the Council of the Corporation of the Township of South Glengarry award RFP 18-2022 to City View Specialty Vehicles for in the amount of \$474,150 per vehicle for two Fire Pumper vehicles, that Administration is authorized to add \$33,000 to the total for additional equipment and change orders and furthermore that the Mayor and Clerk be authorized to sign any relevant documents.

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



STAFF REPORT

S.R. No. 90-2022

PREPARED BY: Sherry-Lynn Servage, GM of Parks, Recreation and Culture
Tim Mills, Chief Administrative Officer

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 20, 2022

SUBJECT: Char-Lan Recreation Centre – Advertisement Allocation

BACKGROUND:

1. Currently, at the Char-Lan Recreation Centre (CLRC), there are 30 rink board advertisements, 1 in-ice logo, and 26 advertisements behind the players benches. Advertisements are obtained by the Junior B Rebels and they receive 100% of the profits. This agreement was established in 2014 and it was intended to be reviewed annually.
2. The installation of advertisements is completed by the Township; installations occur frequently at various points throughout the ice season.
3. The Char-Lan Minor Hockey Association (CLMHA) and the Char-Lan Skating Club (CLSC) have inquired about advertisement opportunities at the Char-Lan Recreation Centre. In addition, Council members have also inquired about the funding opportunities for these organizations via board ads, ice logos, etc.
4. The GM of Parks, Recreation and Culture and the CAO met with the Junior B Rebels on April 25, 2022 to discuss their advertisements that are displayed at the CLRC. Junior B expressed that the funds obtained from advertising allows the team to continue to operate in South Glengarry and helps maintain their registration fees at a level that is competitive in the league.
5. Council received an Information Report on May 16, 2022 that outlined the current advertisement operations as well as the inquiry letter from the CLMHA and the CLSC.
6. The GM of Parks, Recreation and Culture and the CAO met with the Junior B Rebels, CLMHA, and the CLSC on June 8, 2022 to discuss future options for the advertisements. The following items were discussed:

- a. Dividing the advertisement funds between the three organizations.
 - b. If funds were to be divided between the three organizations, each organization would be required to obtain advertisers and collect funds to ensure that the work is being dispersed between all parties.
 - c. Advertisements being sold as a group as opposed to each individual organization; therefore, advertisers would be supporting all organizations.
 - d. Additional advertisements options: in-ice logos and ice resurfacers.
 - e. Formal agreement between the Township and organization that will outline advertisement spaces available, installation of ads, renewal periods, agreement review period, etc.
7. The Junior B Rebels have expressed that the funds obtained from the advertisements provides them the revenue in order to operate. Minimizing or eliminating their advertisement revenue may result in the franchise folding.
8. There has not been an increase in ice rental costs at the Char-Lan Recreation Centre since 2012.

ANALYSIS:

9. Regardless of Council's decision, if organizations continue to obtain advertisements at the Char-Lan Recreation Centre, a formal agreement will need to be created with the applicable parties. This agreement will outline advertisement renewal dates, the percentage of funds received by each applicable organization, location and amount of advertisements, required annual reporting from organization's regarding the use of funds and an annual review period to be followed. This will allow the Township to make adjustments as required on a yearly basis.
10. In addition to the recommendations presented in this report, Junior B Rebels may continue to obtain advertisements on the player boards that hang above the players benches.

IMPACT ON 2022 BUDGET:

11. There will be no impact on the 2022 budget.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 5: Improve internal and external communication

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 90-2022 be received and that the Council of the Township of South Glengarry hereby (select one):

- (a) Direct Administration to prepare an agreement with the Junior B Rebels that will maintain the current advertisement arrangement which includes Junior B Rebels obtaining 100% of the current Char-Lan Recreation Centre advertisements and revenue.
- (b) Direct the Township to take responsibility of obtaining 100% of the arena advertisements and revenue.
- (c) Direct Administration to prepare an agreement with the Junior B Rebels, Char-Lan Minor Hockey Association and the Char-Lan Skating Club which will include advertisement funds at the Char-Lan Recreation Centre being divided equally between all three organizations in the amount of 33.33% each.
- (d) Direct Administration to prepare and agreement with the Junior B Rebels that will maintain the current advertisement arrangement which includes Junior B Rebels obtaining 100% of the current Char-Lan Recreation Centre advertisements and furthermore that Administration prepare an agreement with the Char-Lan Minor Hockey Association and the Char-Lan Skating Club which will include obtaining funds and advertisements from up to four additional in-ice logos and two ice resurfacers advertisements.

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

From: Jason MacCuaig <jason.maccuaig@bayer.com>
Sent: Thursday, June 16, 2022 8:15:22 AM
To: Sherry-Lynn Servage <slservage@southglengarry.com>; Tim Mills <tmills@southglengarry.com>
Cc: jcarter50@cogeco.ca <jcarter50@cogeco.ca>; sbpasco@outlook.com <sbpasco@outlook.com>
Subject: Char-Lan Advertising

Hello Sherry-Lynn and Tim,

As you prepare to release your proposal to council in regards to the advertising at Char-Lan Recreation Centre, we thought it was incumbent upon us to share some thoughts for you to consider.

- The Char-Lan Rebels are run as a non-profit organization, and as you've seen from our financials, we don't sit on an excess of cash.
- The current ownership group has worked very hard to get the team into a positive financial position, which was not the case a few years ago.
- The cost to purchase the actual rink boards is \$350/each or \$10,500 in total that we have invested into those.
- The large bench boards cost us \$1,800 and \$800 for the smaller ones. We have invested over \$13,000 in those.
- If we are forced to give up 20 rink boards, we will lose \$15,000 in revenue.
- If we are forced to give up 2/3 of the bench boards we'd lose approximately \$8,000 in revenue. (rink and bench board total would be \$23,000).

If our organization was to have to give up this amount of annual revenue, it wouldn't be a matter of simply charging more to play; It doesn't work that way... we wouldn't be competitive in the league and wouldn't attract players. Quite simply, if we lost \$23K in revenue, we would have no choice but to shut down the franchise.

We really hope that you have developed solutions that will benefit all. From the outset, we had indicated a willingness to work with the other two organizations. But the feeling coming out of the last meeting was one of "how can we get some of what the Rebels are getting, with minimal effort". We found it even more difficult to swallow upon learning that minor hockey's longtime, major fundraiser in the Williamstown Fair was just given up. Perhaps some new opportunities can be opened up to those groups as was suggested: On ice logos, Zamboni sponsors, Lobby TV sponsors, etc....

We're really hoping that you consider the impact of removing the revenue stream that the Township essentially helped and allowed us to create. It feels like we're being penalized for doing well using the tools provided.

Lastly, do these organizations have a plan? Have they actually demonstrated to you what they are going to do with this revenue, or if they actually need it? Have they opened their books to you, as we have?

We have a simple goal: to ice a quality Junior hockey club in Williamstown for local players to aspire to, while not shelling out the cost of playing at the Junior A level. The Rebels have been part of this community since the 1970's, and we would feel absolutely terrible if we were the ones who shut it down. But if we lost a significant source of our revenue, we'd have no choice but to do that. And that would be a shame.

Thank you for considering our concerns on this matter,

Jason MacCuaig, Jeff Carter & Sandra Pasco
Char-Lan Rebels



STAFF REPORT

S.R. No. 92-2022

PREPARED BY: Dillen Seguin – Director of Water and Wastewater

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 20, 2022

SUBJECT: Overall Responsible Operator – Water Division

BACKGROUND:

1. The Township of South Glengarry currently has three licensed water/wastewater operators ranging from Level 3 to Operator-In-Training.
 - a. One Director (Level 2 / 3)
 - b. Two Operators (OIT / Level 1)
2. The Township's water and wastewater systems have an Overall Responsible Operator (ORO) who has overall responsibility for the systems. This operator must hold a certification equal to or higher than the class of the subsystem.
 - a. Safe Drinking Water Act (O. Reg. 128/04)
 - b. Licensing of Sewage Works Operators (O. Reg. 129/04)
3. The ORO position allows for a knowledgeable and experienced person to be **always available** to direct other operators on the operations of the system, and to respond immediately and effectively to emergencies.
4. A Professional Engineer without a valid certificate may be designed as an ORO without a valid wastewater license for up to six months. However, a Professional Engineer without a valid certificate **cannot** be designated as a drinking water ORO.
5. The Township of South Glengarry has subsystems rated as high as:
 - a. Water Treatment - Level 3
 - b. Wastewater Treatment – Level 2
 - c. Water Distribution – Level 2
 - d. Wastewater Collection – Level 2

6. The Township's Drinking Water Quality Management System (DWQMS) appoints the Director of Water and Wastewater (Mr. Dillen Seguin) as the Overall Responsible Operator for all the Township's subsystems. The DWQMS indicates that a short-term appointment (59-days or less) of an alternate ORO is possible through the Contingency Manual (attached).
7. In the event that the current standing ORO is unable to perform the duties required, an alternate ORO must be available to perform these actions.
8. An ORO may be an ORO for more than one subsystem at the same time and is not required to be on site. However, the ORO must be available and able to act in the event of an operational emergency.
9. The ORO does not need to be an employee of the operating authority and can enter into an agreement to be the Overall Responsible Operator.

ANALYSIS:

10. At this time, the Township does not have a licensed operator who is qualified to accept ORO status in the Director of Water and Wastewater's absence (ie, vacation).
11. The General Manager of Infrastructure, a Professional Engineer, is unable to assume overall responsibility for drinking water systems.
12. The Environmental Services Manager of the Township of North Glengarry, Mr. Dean McDonald, holds the following certifications which meet or exceed the requirements of South Glengarry's subsystems:
 - a. Water Treatment - Level 4
 - b. Wastewater Treatment – Level 2
 - c. Water Distribution – Level 3
 - d. Wastewater Collection – Level 3
13. Mr. McDonald will be available through 2022 to provide short-term coverage as Overall Responsible Operator for the Township of South Glengarry's water and wastewater subsystems during the Director of Water and Wastewaters planned vacations.
14. Additional training will be provided on the Township of South Glengarry's systems prior to Mr. McDonald assuming short-term ORO responsibilities

DEPARTMENTS CONSULTED:

- General Manager – Infrastructure Services (Ms. Sarah McDonald)

- CAO (Mr. Tim Mills)
- Township of North Glengarry, Director of Public Works (Mr. Timothy Wright)
- Township of North Glengarry, Environmental Services Manager (Mr. Dean McDonald)

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 92-2022 be received and that Council acknowledge that during the absence of the current standing ORO, Dean McDonald will be present to assume the roll as ORO for the Township of South Glengarry's Water Division.

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



Township of South Glengarry

6 Oak Street, P.O. Box 220, Lancaster, ON, K0C 1N0

T: (613) 347-1166 | F: (613) 347-3411

www.southglengarry.com

24

Re: Contingency

TOWNSHIP OF SOUTH GLENGARRY OPERATOR WITH OVERALL RESPONSIBILITY

NOTE

In the event that the operator with overall responsibility, Dillen Seguin Director of Water/Wastewater Operations, is absent for a period that exceeds 59 days, an operator will be appointed on a rotating basis that will take full responsibility of all of South Glengarry's Water and Wastewater Systems. When and if the event takes place the director of the Ministry of the Environment, Human Resources, shall be notified.

2022-05-11



STAFF REPORT

S.R. No. 97-2022

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 20, 2022

SUBJECT: First Line Road – Pipe Arch Purchase

BACKGROUND:

1. Administration advised Council through an Information Report (June 6, 2022 Council Meeting, *attached*) of an impending, unplanned rehabilitation of the Filion Drain culvert crossing First Line Road.
2. The Information Report estimated the cost of purchasing the replacement pipe arch to be \$40,000; excluding removal, installation, additional materials. This estimate was based on a 2022 estimate provided by a supplier.
3. The revised estimate for the purchase of a new corrugated steel pipe (CSP) pipe arch (3730 mm span x 2290 mm rise, about 22 m long, 4 mm steel thickness) is:
 - a. \$72,415.81 + HST - for galvanized
 - b. \$92,088.42 + HST - for polymer-coated
4. The above estimates should be considered a worst-case as they include detailed design and shop drawing production for the pipe **and** a distribution slab.
5. A distribution slab (concrete slab with an exposed top surface) may be required due to the low fill cover over the culvert to help distribute loading. If a solution can be arranged that includes more fill cover and a distribution slab is found to be not required, then the total estimated cost will likely decrease.
6. The estimated lead time for supply and delivery of a culvert this size is eight weeks.

ANALYSIS:

7. As this is a culvert under a road, it is not considered as part of maintenance to the Filion Drain. All replacement work is at the cost of the Township and will consider the work being completed to the Filion Drain Engineers Report.

8. The location is near a rock quarry and is a full-load truck route. The Township has temporarily posted half-load restrictions and informed local haulers.
9. There are four additional large Municipal Drain culverts (non-structural) under municipal roads that will require similar work through the 2023 and 2024 budgets. Deferring work on the First Line Road culvert will defer anticipated work on these four culverts.
10. This Staff Report provides Council with three options for consideration:
 - a. Proceeding with work and purchasing a polymer-coated CSP pipe arch
 - b. Proceeding with work and purchasing a galvanized CSP pipe arch
 - c. Deferring work for consideration through the 2023 budget process
11. Administration recommends, at the advice of the engineering firm, that the Township proceed with the purchase of the polymer-coated CSP pipe arch for replacement during the autumn of this year (2022).
12. Following approval of the culvert purchase, Administration will proceed with obtaining quotes to complete the removal and replacement work. Administration anticipates bringing forward these quotes for review / award at either the August 2nd or September 6th Council meetings.

IMPACT ON 2022 BUDGET:

13. This work was unplanned and not included in the 2022 budget. Costs associated with this culvert replacement are in excess of the 2022 culvert budget, estimated at:
 - a. Culvert purchase, \$72,415 - \$92,088
 - b. Removal and replacement, \$20,000 - \$40,000
 - c. Permitting (RRCA, etc...), \$1,000
 - d. Contract Administration, \$3,000 - \$7,000 (incl. materials testing)
14. In consultation with the Finance Department, the Bridge and Structures Reserve is fully committed for 2022. There is funding available for this work within the Township's General Reserve.
15. The following work is being completed by Morrison Hershfield as part of the allotted Roads Engineering Consulting budget:
 - a. Initial Inspections
 - b. Topographic Survey
 - c. RFQ Preparation / Engineering Advice

DEPARTMENTS CONSULTED

- CAO, Mr. Tim Mills
- Treasurer, Mr. Michael Hudson
- Drainage Superintendent, Gary MacDonald
- Roads Working Committee

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in infrastructure and its sustainability

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 97-2022 be received and that, for the replacement of the culvert under First Line Road at the Filion Drain, Administration be directed to

Option One:	purchase a polymer-coated CSP pipe arch and proceed with obtaining quotes to complete the removal and replacement of the existing culvert.
Option Two:	purchase a galvanized CSP pipe arch and proceed with obtaining quotes to complete the removal and replacement of the existing culvert.
Option Three:	prepare to include this replacement as part of the 2023 budget process.

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

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.



STAFF REPORT

S.R. No. 93-2022

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 20, 2022

SUBJECT: Amended Strategic Asset Management Policy

BACKGROUND:

1. The Province of Ontario implemented the Asset Management for Municipal Infrastructure Regulation, O. Reg. 588/17, to help improve how municipalities plan for their infrastructure.
2. O. Reg. 588/17 included a phased approach to provide municipalities with ample time to meet the requirements of the regulation. The regulation was amended by O. Reg. 193/21 to extend the regulatory timelines for phases two, three, and four, acknowledging the impact of the COVID-19 pandemic.
3. The revised phased schedule of O. Reg. 588/17 is:
 - a. July 1, 2019 – finalized a strategic asset management policy
 - b. July 1, 2022 – Approved asset management plan for core assets
 - c. July 1, 2024 – Approved asset management plan for all municipal infrastructure assets
 - d. July 1, 2025 – Approved expansion of the asset management plan
4. The Township of South Glengarry's Council met the first phase by adopting a Strategic Asset Management Policy on June 17, 2019 through By-law 40-2019.

ANALYSIS:

5. Since the Strategic Asset Management Policy was adopted in 2019, there have been staffing changes within the Township administration and a few of the asset management roles and responsibilities have shifted ownership.
6. Through this review of the Strategic Asset Management Policy, Administration is proposing a few housekeeping revisions to the Policy in advance of Township Council receiving and adopting the 2022 Asset Management Plan.
7. The proposed revisions (attached) include:

- a. Providing the General Manager of Infrastructure with the responsibility of:
 - i. Manage policy and policy updates
 - ii. Provide organization-wide leadership in asset management practices and concepts
 - iii. Provide corporate wide staff coordination
 - iv. Monitor levels of service
 - v. Coordinate and track asset management program implementation and progress
 - vi. Endorse and champion the Asset Management Plan
- b. Providing the Treasurer with the responsibility to:
 - i. Provide organization-wide leadership in asset management practices and concepts
 - ii. Track and maintain the Township's Financial Plan for all infrastructure
- c. Including a definition for core infrastructure assets.

IMPACT ON 2022 BUDGET:

N/A

DEPARTMENTS CONSULTED:

- CAO, Mr. Tim Mills
- Treasurer, Mr. Michael Hudson
- Clerk, Ms. Kelli Campeau
- Director of Water and Wastewater, Mr. Dillen Seguin

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in infrastructure and its sustainability.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 93-2022 be received and that By-law 42-2022, being a by-law to adopt a Strategic Asset Management Policy be read a first, second and third time, passed signed and sealed in open council this 20th day of June 2022.

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

THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 42-2019
FOR THE YEAR 2019

**BEING A BY-LAW TO ADOPT A STRATEGIC ASSET MANAGEMENT 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 O. Reg. 588/17 under the *Infrastructure for Jobs and Prosperity Act, 2015*, S.O. 2015, c.15 s. 3(1) states that every municipality shall prepare a strategic asset management policy;


AND WHEREAS O. Reg. 588/17 under the *Infrastructure for Jobs and Prosperity Act, 2015*, S.O. 2015, c.15 s. 4 further states that every municipality shall prepare its first asset management policy by July 1, 2019.

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

1. **THAT** the Strategic Asset Management Policy, Appendix “A”, attached hereto be adopted and form part of this By-law.
2. **THAT** By-law 40-2019 hereby be rescinded.
3. **THAT** this By-law shall come into force and take effect on the date of its final passing.

**READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED
IN OPEN COUNCIL, THIS 20TH DAY OF JUNE, 2022.**

MAYOR: **CLERK:**

South Glengarry				POLICY
Policy Number:	40-2019		Review Frequency:	Every five years
Approved By:	Council of the Township of South Glengarry	Date Approved:	June 17, 2019	
		Revision Date:	June 20, 2022	
Subject:	Strategic Asset Management Policy			

Proposed 2022 Revisions in Red

1. Purpose

The purpose of this policy is to provide a framework for the development and implementation of the Township's asset management program. It is intended to guide the consistent use of **asset management** across the organization, to facilitate logical and evidence-based decision-making for the management of **municipal infrastructure assets** and to support the delivery of sustainable community services now and in the future.

By using sound asset management practices, the Township will work to ensure that all municipal infrastructure assets meet expected performance levels and continue to provide desired service levels in the most efficient and effective manner. Linking service outcomes to infrastructure investment decisions will assist the Township in focusing on service driven, rather than budget driven, asset management approaches.

This policy demonstrates an organization-wide commitment to the good stewardship of municipal infrastructure assets, and to be accountable and transparent to the community through the adoption of best practices regarding asset management planning.

2. Background

The Township is responsible for providing a range of essential services to the community, including transportation networks, water and wastewater, fire protection, landfill and recycling, land use planning, parks and recreation. To provide services, the Township owns and manages a diverse municipal infrastructure and asset portfolio of roads, bridges, culverts, fleet, land & land improvements, water and wastewater network, storm water network, buildings, and equipment. As the social, economic, and environmental wellbeing of the community depends on the reliable performance of these municipal infrastructure assets it is critical to maintain a systemic, sustainable approach to their management.

Asset management is such an approach, and refers to the set of policies, practices and procedures that allow an organization to realize maximum value from its municipal infrastructure

assets. Asset management allows organizations to make informed decisions regarding the planning, building, operating, maintaining, renewing, rehabilitation, replacing and disposing of municipal infrastructure assets through a wide range of **lifecycle activities**. Furthermore, it is an organization-wide process that involves the coordination of activities across all Township departments. As such, it is useful to adopt a structured and coordinated approach to outlining the activities, roles and responsibilities required of organizational factors, as well as the key principles that should guide all asset management decision-making.

A comprehensive and holistic asset management approach will support efficient and effective delivery of **established levels of service** and ensure that due regard and process are applied to the long-term management and stewardship of all municipal infrastructure assets. In addition, it will align the Township with provincial and national standards and regulations such as the *Infrastructure for Jobs and Prosperity Act, 2015* and Ontario Regulation 588/17, enabling the organization to take full advantage of available grant funding opportunities.

The approval of this policy is an important step towards integrating the Township's strategic mission, vision and goals with its asset management program, and ensuring that critical municipal infrastructure assets and vital services are maintained and provided to the community in a reliable, sustainable manner.

3. Alignment with the Township's Strategic Direction

This policy aligns with the Township of South Glengarry's Mission Statement and the United Counties of Stormont, Dundas, and Glengarry's Official Plan. The following strategic priorities have been identified to meet the municipality's service goals.

1. Invest in infrastructure and its sustainability
2. Improve and implement asset management plan based on capital and condition assessments
3. Pursue funding sources and partnerships to maintain infrastructure
4. Develop internal financial strategy to support infrastructure sustainability
5. Review and assess levels of service

The Official Plan identifies several objectives within the document, the following closely align with asset management initiatives:

1. To promote development where it can be adequately serviced with existing capacity or planned expansion of public service facilities and infrastructure to ensure development is financially viable.
2. To maintain the well-being of Hamlets and main streets by encouraging development of Township-centered, pedestrian, and active transportation communities that promote well-designed built form that conserves and protects cultural heritage resources
3. To conserve and protect natural heritage features and areas and biodiversity and consider the impacts of a changing climate in the design, development and maintenance of land uses and activities

4. To develop public services and infrastructure that are accessible, available, cost-effective, and efficient at meeting the needs of existing and new development and considers the effects of climate change
5. To provide a level and quality of public service facilities and infrastructure commensurate with planned growth and development of settlement areas and the rural area of the Township
6. To improve and enhance the quality of existing public service facilities and infrastructure

4. Policy Statement

To guide the Township, the following policy statements have been developed:

1. The Township will implement an enterprise-wide asset management program through all departments. The program will promote lifecycle and risk management of all municipal infrastructure assets, with the goal of achieving the lowest total cost of ownership while meeting desired levels of service.
2. The Township will implement continuous improvement protocols and adopt best practices regarding asset management planning, including:
 - i. Complete and Accurate Asset Data
 - ii. Condition Assessment Protocols
 - iii. Risk and Criticality Models
 - iv. Whole Lifecycle Management
 - v. Financial Strategy Development
 - vi. Level of Service Framework
3. The Township will develop and maintain an asset inventory of all municipal infrastructure assets which includes unique ID, description, location information, value (both historical and replacement), performance characteristics and/or condition, estimated remaining life and estimated repair, rehabilitation or replacement date; and estimated repair, rehabilitation or replacement costs.
4. The Township has developed an **asset management plan** that incorporates all municipal infrastructure assets that meet the **capitalization threshold** for tangible capital assets. The asset management plan will be updated at least every five years in accordance with O. Reg. 588/17 requirements, to promote, document and communicate continuous improvement of the asset management program.

For management purposes, it can be advantageous to inventory, track, and document municipal infrastructure assets that fall below the relevant capitalization threshold. Recognizing that it may be beneficial to include these types of assets in the asset management plan &/or inventory database, the Township will consider incorporating

such assets at their own discretion, based on the objective of sustainably managing municipal infrastructure assets.

5. The Township will integrate asset management planning and practices with its long-term financial planning and budgeting strategies. This includes the development of financial plans that determine the level of funding required to achieve short-term operating and maintenance needs, in addition to long-term funding needs to replace and/or renew municipal infrastructure assets based on full lifecycle costing.
6. The Township will explore innovative funding and service delivery opportunities, including but not limited to grant programs, public-private partnerships (P3), alternative financing and procurement (AFP) approaches, and shared provision of services, as appropriate.
7. The Township will consider the risks and vulnerabilities of municipal infrastructure assets to climate change and the actions that may be required including, but not limited to, anticipated costs that could arise from these impacts, adaptation opportunities, mitigation approaches, disaster planning and contingency funding. Impacts may include matters relating to operations, levels of service and lifecycle management.
8. The Township will align where applicable, all asset management planning with the Province of Ontario's land-use planning framework, including any relevant policy statements issued under section 3(1) of the *Planning Act*; shall conform with the provincial plans that are in effect on that date; and, shall be consistent with all municipal official plans.
9. The Township will coordinate planning for asset management, where municipal infrastructure assets connect or are interrelated with those of its neighbouring municipalities or jointly-owned municipal bodies wherever viable and beneficial.
10. The Township will develop processes and provide opportunities for municipal residents and other interested parties to offer input into asset management planning wherever and whenever possible.
11. The Strategic Asset Management Policy will be reviewed and, if necessary, updated at least every five years.
12. Council will conduct an annual review of the Township's asset management progress on or before July 1 in each year, to meet the requirements outlined in O.Reg. 588/17

The annual review must address:

- i. The Township's progress in implementing its asset management plan;
- ii. Any factors impeding the Township's ability to implement its asset management plan;

- iii. A strategy to address the factors identified as impeding the Township's ability to implement its asset management plan.
13. The Township will post its asset management policy and asset management plan on a website that is available to the public and will provide a copy of the policy and plan to any person who requests it.

5. Roles and Responsibilities

The development and continuous support of the Township's asset management program requires a wide range of duties and responsibilities. The following passages outline the persons or bodies responsible for these tasks:

1. Council

- i. Approve the Asset Management Policy and provide direction
- ii. Maintain adequate organizational capacity to support the core practices of the asset management plan
- iii. Prioritize effective stewardship of assets in adoption and ongoing review of policy and budgets
- iv. Establish and monitor levels of service
- v. Review & approve the Asset Management Plan by resolution every 5 years
- vi. Review the Township's asset management progress annually

2. Senior Management Team

- i. Development of policy and policy updates
- ii. Provide corporate oversight to goals and directions and ensure the asset management program aligns with the Township's mission
- iii. Ensure that adequate resources are available to implement and maintain core asset management practices
- iv. Provide departmental staff coordination
- v. Develop and monitor levels of service and make recommendations to Council
- vi. Track, analyze and report on asset management program progress and results

3. ~~Executive Lead Treasurer~~ – General Manager of Infrastructure

- i. Manage policy and policy updates
- ii. Provide organization-wide leadership in asset management practices and concepts
- iii. Provide corporate wide staff coordination
- iv. Monitor levels of service
- v. Coordinate and track asset management program implementation and progress
- vi. Endorse and champion the Asset Management Plan

4. Treasurer

- i. Provide organization-wide leadership in asset management practices and concepts

ii. Track and maintain the Township's Financial Plan for all infrastructure

5. Township Staff

- i. Utilize any new business processes and technology tools developed as part of the asset management program
- ii. Participate in implementation task teams to carry-out asset management activities
- iii. Implement and maintain levels of service
- iv. Provide support and direction for asset management practices within their department
- v. Track and analyze asset management program progress and results

6. Key Principles

The Township shall consider the following principles as outlined in section 3 of the *Infrastructure for Jobs and Prosperity Act, 2015*, when making decisions regarding asset management:

1. Infrastructure planning and investment should take a long-term view, and decision-makers should consider the needs of citizens by being mindful of, among other things, demographic and economic trends.
2. Infrastructure planning and investment should consider any applicable budgets or fiscal plans.
3. Infrastructure priorities should be clearly identified in order to better inform investment decisions respecting infrastructure.
4. Infrastructure planning and investment should ensure the continued provision of core public services.
5. Infrastructure planning and investment should promote economic competitiveness, productivity, job creation and training opportunities.
6. Infrastructure planning and investment should ensure that the health and safety of workers involved in the construction and maintenance of infrastructure assets is protected.
7. Infrastructure planning and investment should foster innovation by creating opportunities to make use of innovative technologies, services and practices, particularly where doing so would utilize technology, techniques and practices developed in Ontario.
8. Infrastructure planning and investment should be evidence based and transparent, and, subject to any restrictions or prohibitions under an Act or otherwise by law on the collection, use or disclosure of information,

- i. investment decisions respecting infrastructure should be made on the basis of information that is either publicly available or is made available to the public, and
 - ii. information with implications for infrastructure planning should be shared between the Township and broader public sector entities and should factor into investment decisions respecting infrastructure.
9. Where provincial or municipal plans or strategies have been established in Ontario, under an Act or otherwise, but do not bind or apply to the Township, as the case may be, the Township should nevertheless be mindful of those plans and strategies and make investment decisions respecting infrastructure that support them, to the extent that they are relevant.
10. Infrastructure planning and investment should promote accessibility for persons with disabilities per Accessibility for Ontarians with Disabilities Act (AODA) requirements
11. Infrastructure planning and investment should minimize the impact of infrastructure on the environment and respect and help maintain ecological and biological diversity, and infrastructure should be designed to be resilient to the effects of climate change as much as practical.
12. Infrastructure planning and investment should endeavour to make use of acceptable recycled aggregates.
13. Infrastructure planning and investment should promote community benefits, being the supplementary social and economic benefits arising from an infrastructure project that are intended to improve the well-being of a community affected by the project

7. Definitions

1. **Asset management (AM)** – the coordinated activity of an organization to realize value from assets. It considers all asset types, and includes all activities involved in the asset's life cycle from planning and acquisition/creation; to operational and maintenance activities, rehabilitation, and renewal; to replacement or disposal and any remaining liabilities. Asset management is holistic and normally involves balancing costs, risks, opportunities and performance benefits to achieve the total lowest lifecycle cost for each asset.
2. **Asset management plan (AMP)** – Documented information that specifies the activities, resources, and timescales required for an individual asset, or a grouping of assets, to achieve the organization's asset management objectives.
3. **Capitalization threshold** – the value of a municipal infrastructure asset at or above which municipality will capitalize the value of it and below which it will expense the value of it.

4. **Core infrastructure asset** – any municipal infrastructure asset that is a water asset, wastewater asset, stormwater management asset, road, bridge, or structural culvert.
5. **Green infrastructure asset** – an infrastructure asset consisting of natural or human-made elements that provide ecological and hydrological functions and processes and includes natural heritage features and systems, parklands, stormwater management systems, street trees, urban forests, natural channels, permeable surfaces and green roofs.
6. **Level of service** – parameters, or combination of parameters, which reflect social, political, environmental and economic outcomes that the organization delivers. Parameters can include, but are not necessarily limited to, Legislative requirements, Minimum Maintenance Standards, safety, customer satisfaction, quality, quantity, capacity, reliability, responsiveness, environmental acceptability, cost, and availability.
7. **Lifecycle activities** – activities undertaken with respect to a municipal infrastructure asset over its service life, including constructing, maintaining, renewing, operating and decommissioning, and all engineering and design work associated with those activities.
8. **Municipal infrastructure asset** – an infrastructure asset, including a green infrastructure asset, directly owned by a municipality or included on the consolidated financial statements of a municipality, but does not include an infrastructure asset that is managed by a joint municipal water board.



STAFF REPORT

S.R. No. 94-2022

PREPARED BY: Michael Hudson, GM Finance/Treasurer

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 20, 2022

SUBJECT: 2022 Budget and Tax Rates

BACKGROUND:

1. Council reviewed the 2022 Budget during Special Meetings of Council held November 5 and November 19, 2021 and approved the 2022 budget in principal.
2. All of the information required to complete our final tax bill is now available (Township, County, and Education).

ANALYSIS:

3. The attached By-law 43-2022 establishes our tax rates and sets the final installment due dates.
4. The approved budget has resulted in a 3% increased taxation requirement that translates to a 1.59% rate change in 2022.

IMPACT ON 2022 BUDGET:

5. Approval of By-law 43-2022 will finalize the 2022 budget.

ALIGNMENT WITH STRATEGIC PLAN:

Values: Accountability

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 94-2022 be received and that By-law 43-2022 being a by-law to adopt the estimates of all sums required during the year and to adopt the tax rates for the year 2022, be a read a first, second, and third time, passed signed, and sealed in Open Council this 20th day of June, 2022



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

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 43-2022
FOR THE YEAR 2022**

***BEING A BY-LAW TO ADOPT THE ESTIMATES OF ALL SUMS
REQUIRED DURING THE YEAR AND TO ADOPT TAX RATES FOR THE
YEAR 2022.***

WHEREAS Section 290 of the *Municipal Act, R.S.O. 2001*, as amended, provides that the Council of a local Municipality shall, in each year, prepare and adopt estimates of all sums required during the year for the purposes of the local Municipality;

AND WHEREAS it is necessary for the Council of the Corporation of the Township of South Glengarry, pursuant to the *Municipal Act, R.S.O. 2001*, as amended to levy certain tax rates on the whole rateable property, according to the last revised assessment roll for the Corporation of the Township of South Glengarry, for the purpose of raising the estimated sums required during the year;

AND WHEREAS Section 312 of the *Municipal Act, R.S.O. 2001*, as amended, provides that the Council of a local Municipality shall, after the adoption of estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class;

AND WHEREAS Sections 307 and 308 of the *Municipal Act, R.S.O. 2001*, as amended, requires that tax rates be established in the same proportion to tax ratios;

AND WHEREAS the United Counties of Stormont, Dundas and Glengarry, under By-law No. 5334, has established the tax ratios for 2022;

AND WHEREAS the United Counties of Stormont, Dundas and Glengarry, has, under By-law No. 5335, directed each lower-tier Municipality to levy specified tax rates for the purpose of raising the general upper-tier levy for the year 2022;

AND WHEREAS the Province of Ontario has, by regulation, set the tax rates for the purpose of raising the amounts required for education purposes for the year 2022;

AND WHEREAS certain activities, such as the water plants, the sewage plants, or streetlight systems, are self-financed by certain areas;

AND WHEREAS it is deemed expedient to maintain a reasonable level of reserves;

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

1. **THAT** the Council of the Corporation of the Township of South Glengarry has considered the estimates of the Municipality and deems it necessary that the amount of \$9,574,193 be adopted as its net taxation requirement for the year 2022.

2. **THAT** for the year 2022, the tax rates as shown on Schedule “A” to this by-law, shall be levied upon the whole of the assessment in each property class.
3. **THAT** any amounts levied by the interim levy by-law for 2022 shall be deducted from the amounts levied by this by-law.
4. **THAT** for Payments-In-Lieu of taxes and railway right-of-ways due to the Corporation of the Township of South Glengarry, the actual amount due shall be based on the assessment roll and the tax rates for the year 2022 or as per such other method or regulation that may apply.
5. **THAT** every owner of land shall be taxed according to the tax rates shown on Schedule “A” to this by-law and such tax shall become due and payable in two instalments as follows:

50% of the final levy rounded upwards to the next whole dollar shall become due and payable on the 31st day of August 2022 and the balance of the final levy shall become due and payable on the 31st day of October 2022 and non-payment of the amount, as noted, on the dates stated shall constitute default.
6. **THAT** on all portions of the levy which are in default, a penalty of 1¼% shall be added and thereafter a penalty of 1¼% per month will be added on the 1st day of each and every month as long as the default continues, and until December 31, 2022.
7. **THAT** on all taxes in default on January 1, 2023, interest shall be added, on the 1st day of each month, at the rate of 1¼% per month for each month or fraction thereof in which the default continues.
8. **THAT** penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy.
9. **THAT** the Collector may mail or cause to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a notice specifying the amount of taxes payable.
10. **THAT** the current taxes are payable at the Township of South Glengarry municipal office, at most banking institutions and through various internet and telephone banking facilities.
11. **THAT** taxpayers may also arrange for the payment of their taxes through the following methods:

a) Taxpayers with no arrears

Electronically through a pre-authorized payment plan, based on 11 payments per year, transferred from their bank account on the 1st banking day of each month from January to November. Interest will not be charged on these accounts.

b) Taxpayers with no arrears

Electronically through a pre-authorized payment plan, based on the due date of installments, transferred from their bank account on the due date of the various installments due throughout the year. Interest will not be charged on these accounts.

Two instances of return by the bank due to insufficient funds will cause the removal of the account from the pre-authorized payment plan.

- 12. **THAT** the Collector is empowered to accept part payment on account of any taxes due.
- 13. **THAT** any general surplus or general deficit in the current Budget at year-end be transferred to or from the General Working Reserve not including any surplus or deficit created by PSAB transactions.
- 14. **THAT** any revenues received from Court fines designated to be for the benefit of the Fire Department be transferred to the Fire Department Reserve and that any revenues received from the sale of surplus equipment be transferred to the relevant Department Reserve.
- 15. **THAT** any surplus or deficit, at year end, in self-financing departments and activities be transferred to or from the specific surplus/deficit account dedicated to that activity.
- 16. **THAT** this by-law shall come into force and effect upon the date of the final reading thereof.

READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS 20TH DAY OF JUNE 2022.

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

Schedule 'A' to By-law 43-2022
The Corporation of the Township of South Glengarry
2022 Tax Rates

Property Class	Tax Class	Current Value Assessment	Lower Tier Tax Rate	Lower Tier Tax Dollars	Upper Tier Tax Rate	Upper Tier Tax Dollars	Education Tax Rate	Education Tax Dollars	Total Tax Rate	Total Tax Dollars
Residential & Farm	RT	1,527,181,124	0.486654%	7,432,094	0.588843%	8,992,699	0.153000%	2,336,587	1.228497%	18,761,380
Residential & Farm (Education Only)	RD	800	0.486654%	0	0.588843%	0	0.153000%	1	1.228497%	1
Multi-Residential	MT	1,892,800	0.486654%	9,211	0.588843%	11,146	0.153000%	2,896	1.228497%	23,253
Commercial (occupied)	CT	52,505,250	0.795206%	417,525	0.962185%	505,198	0.880000%	462,046	2.637391%	1,384,769
Commercial Vacant Units/Excess Land	CU	3,567,799	0.556644%	19,860	0.673530%	24,030	0.880000%	31,397	2.110174%	75,287
Commercial Vacant Land	CX	3,491,900	0.556644%	19,437	0.673530%	23,519	0.880000%	30,729	2.110174%	73,685
Commercial New Const (occupied)	XT	17,397,352	0.795206%	138,345	0.962185%	167,395	0.880000%	153,097	2.637391%	458,836
Commercial New Const/Excess Land	XU	1,370,700	0.556644%	7,630	0.673530%	9,232	0.880000%	12,062	2.110174%	28,924
Small Scale - On Farm Business	C7	50,000	0.198802%	99	0.240546%	120	0.220000%	110	0.659348%	330
Farmland	FT	809,961,184	0.121664%	985,428	0.147211%	1,192,352	0.038250%	309,810	0.307125%	2,487,590
Shopping Centres	ST	281,800	0.795206%	2,241	0.962185%	2,711	0.880000%	2,480	2.637391%	7,432
Industrial (occupied)	IT	8,889,993	1.004179%	89,271	1.215038%	108,017	0.880000%	78,232	3.099217%	275,520
Industrial Vacant Units/Excess Land	IU	255,107	0.702951%	1,793	0.850527%	2,170	0.880000%	2,245	2.433478%	6,208
Industrial Vacant Land	IX	268,900	0.702951%	1,890	0.850527%	2,287	0.880000%	2,366	2.433478%	6,544
Industrial New Construction (occupied)	JT	3,427,400	1.004179%	34,417	1.215038%	41,644	0.880000%	30,161	3.099217%	106,223
Industrial New Construction (excess)	JU	700,000	0.702951%	4,921	0.850527%	5,954	0.880000%	6,160	2.433478%	17,034
Pipelines	PT	60,886,000	0.665678%	405,305	0.805458%	490,411	0.880000%	535,797	2.351136%	1,431,513
Managed Forest	TT	3,880,500	0.121664%	4,721	0.147211%	5,713	0.038250%	1,484	0.307125%	11,918
Totals		2,496,008,609		9,574,189		11,584,597.25		3,997,660		25,156,447

Percentage Share of Total Residential Tax Rate	
	%
Township (Lower Tier)	39.6%
County (Upper Tier)	47.9%
Education (School Boards)	12.5%
	100%

Sample Current Value Assessment 2021	\$ 212,500
Sample Current Value Assessment 2022	\$ 213,000

		Twp \$	County \$	Educ. \$	Total \$
Residential "RT"	2021	1,052.06	1,238.03	325.13	2,615.22
	2022	1,036.57	1,254.24	325.89	2,616.70
	% Change	(1.47%)	1.31%	0.23%	0.06%
Commercial "CT"	2021	1,719.09	2,023.00	2,656.25	6,398.34
	2022	1,693.79	2,049.45	1,874.40	5,617.64
	% Change	(1.47%)	1.31%	(29.43%)	(12.20%)

Industrial "IT"	2021	2,170.85	2,554.46	2,656.25	7,381.56
	2022	2,138.90	2,588.03	1,874.40	6,601.33
	% Change	(1.47%)	1.31%	(29.43%)	(10.57%)



STAFF REPORT

S.R. No. 95-2022

PREPARED BY: Tim Mills, Chief Administrative Officer

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 20th, 2022

SUBJECT: Authorization of Collective Agreement

BACKGROUND:

1. The Township of South Glengarry entered into an agreement with the Canadian Union of Public Employees Local 3089 (the "Union") in 2018. This agreement expired on April 30, 2022.
2. Negotiations for a new agreement commenced in May 2022.

ANALYSIS:

3. The Township's Chief Administrative Officer, Human Resources Advisor, General Manager of Infrastructure, and Mayor represented the Township throughout negotiations with the Union and negotiated a new Collective Agreement with the bargaining members of CUPE Local 3089.
4. The attached by-law authorizes the signing of this agreement.

IMPACT ON 2022 BUDGET:

5. The financial implications of entering into the agreement have been taken into account in the 2022 budget.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 3: Strengthen the effectiveness and efficiency of our organization

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 95-2022 be received and that By-law 44-2022, being a By-law to authorize a Collective Agreement with the Canadian Union of Public Employees Local 3089 be read a first, second and third time, passed, signed and sealed in open council this 20th day of June 2022.

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

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 44-2022
FOR THE YEAR 2022**

***BEING A BY-LAW TO ENTER INTO COLLECTIVE AGREEMENT WITH THE
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) LOCAL 3089.***

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 Council of the Corporation of the Township of South Glengarry wishes to enter into an agreement with the Canadian Union of Public Employees (CUPE) Local 3089.

***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 an agreement with the Canadian Union of Public Employees (CUPE) Local 3089, attached hereto as Schedule A.
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 20TH DAY OF JUNE 2022.***

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

COLLECTIVE AGREEMENT

Between

**THE CORPORATION OF THE TOWNSHIP
OF SOUTH GLENGARRY**
(hereinafter called the “Employer”)
party of the first part



And

**CANADIAN UNION OF PUBLIC EMPLOYEES
Local 3089**
(hereinafter called the “Union”)
party of the second part

CUPE·SCFP / Canadian Union of Public Employees
Syndicat canadien de la fonction publique

May 1, 2022 to April 30, 2027

mb/cope-sepb 491

Contents

ARTICLE 1 – PREAMBLE:	1
ARTICLE 2 – MANAGEMENT RIGHTS	1
ARTICLE 3 – RECOGNITION AND NEGOTIATION	2
ARTICLE 4 – DISCRIMINATION	3
ARTICLE 5 – UNION MEMBERSHIP REQUIREMENTS	3
ARTICLE 6 – CHECK-OFF UNION DUES	3
ARTICLE 7 – CLASSIFICATION OF EMPLOYEES	4
ARTICLE 8 – CORRESPONDENCE	7
ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS	7
ARTICLE 10 – GRIEVANCE PROCEDURE	8
ARTICLE 11 – ARBITRATION	11
ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE	12
ARTICLE 13 – SENIORITY	14
ARTICLE 14 – JOB POSTINGS AND STAFF CHANGES	15
ARTICLE 15 – LAYOFFS AND RECALL	17
ARTICLE 16 – HOURS OF WORK	18
ARTICLE 17 – OVERTIME	20
ARTICLE 18 – HOLIDAYS	22
ARTICLE 19 – VACATIONS	23
ARTICLE 20 – SICK LEAVE PROVISIONS	25
ARTICLE 21 – LEAVE OF ABSENCE	31
ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES	34
ARTICLE 23 – EMPLOYEE BENEFITS AND ALLOWANCES	34
ARTICLE 24 – GENERAL CONDITIONS	37
ARTICLE 25 – PRESENT CONDITIONS AND BENEFITS	37
ARTICLE 26 – COPIES OF AGREEMENT	38
ARTICLE 27 – TERM OF AGREEMENT	38
ARTICLE 28 – FEMININE/MASCULINE PRONOUNS	39
ARTICLE 29 – RETROACTIVITY	39
SCHEDULE A	40
SIGNATURE PAGE	42

ARTICLE 1 – PREAMBLE:

1:01 It is the purpose of both parties to this Agreement:

- a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c) To encourage efficiency in operations.
- d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- e) To ensure the provision of services to the public in the most efficient and cost effective manner.

DEFINITIONS

- 1:02
- a) Any and all references to the word «Union» throughout this Agreement shall be taken to mean the Canadian Union of Public Employees and its Local 3089.
 - b) Any and all references to the word «Employer» throughout this Agreement shall be taken to mean the Corporation of the Township of South Glengarry.

ARTICLE 2 – MANAGEMENT RIGHTS

2:01 The Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively with the Employer except as specifically limited by the Agreement and without limiting the generality of the foregoing, the Union acknowledges it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency and in connection therewith; to make, alter and enforce from time-to-time rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees, provided that an employee who has acquired seniority rights shall have the right to grieve that any discipline or discharge is without just cause;

- (b) Select, hire, transfer, assign to shifts, promote, demote, classify, layoff, or recall select employees for positions excluded from the bargaining unit;
- (c) Establish and administer tests for the purposes of assisting the Employer in determining an employee's qualifications, and require medical examinations to be performed by a medical practitioner mutually satisfactory to the Employer and the employee, at the cost of the Employer, for the purposes of determining that employees are capable of performing the duties and responsibilities of the employee's assigned job, it being understood that the medical practitioner will only certify whether the employee is medically fit or unfit to perform the employee's assigned job. It is agreed that the Employer will act in a fair and reasonable manner.
- (d) Determine the location of operations, their expansion or their curtailment, the direction of the working forces, schedules of operation, job content, quality standards, the establishment of work or job assignments, establish necessary qualifications of any employee to perform any particular job; the nature of the tools, equipment and machinery to be used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; to decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, and when overtime shall be worked.

ARTICLE 3 – RECOGNITION AND NEGOTIATION

3:01 The Corporation of the Township of South Glengarry recognizes the Canadian Union of Public Employees and its Local 3089 as the sole and exclusive collective bargaining agent for all employees of the Corporation of the Township of South Glengarry, save and except the **Chief Administrator Officer, General Managers, Fire Chief, Directors, Managers, Administrative Assistant, and any persons above the rank of Supervisor. The Economic Development and Communications Officer, the Human Resources Advisor, Deputy Clerk, Deputy Treasurer, Deputy Fire Chief, Chief Building official, Deputy Chief building official and contract employees**, and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3:02 Work of the Bargaining Unit

Persons who are not in the bargaining unit shall not perform work of any jobs which are included in the bargaining unit, except in cases of emergencies when bargaining unit employees are not available provided it does not result in the layoff or reduction of regular hours of work of bargaining unit employees.

3:03 No Other Agreements

No employee shall be required or permitted to make a written or verbal Agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 – DISCRIMINATION

4:01 Employer Shall Not Discriminate

The Employer and the Union agree that there shall be no discrimination, coercion, or intimidation against any employee because of an employee's union activities or lack of union activities. The Employer and the Union agree that there shall be no discrimination against any employee by either party to this Agreement as prohibited by the Ontario Human Rights Code, or by place of residence.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENTS

5:01 Employees to be Members

Any employee who is eligible for membership, commencing on the day of employment, shall, as a condition of continued employment, become and remain a member in good standing in the Union.

5:02 Notice of Employment

The Employer shall provide the Union with the name of the employee whose employment is subject to the provisions of this Collective Agreement within the initial thirty (30) days of employment, and such notice is to state date of commencement and job classifications.

ARTICLE 6 – CHECK-OFF UNION DUES

6:01 Check-Off Payments

The Employer shall deduct from every employee any monthly dues, in accordance with the Union Constitution and/or By-laws, which are owed by the employee to the Union. The Union shall give the Employer no less than one (1) month's notice of any change in union dues or assessment.

6:02 **Deductions**

Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the National Union with a copy to the Secretary-Treasurer of the Local not later than the last day of the month, accompanied by a list identifying the names of the employees from whose wages the deductions have been made, the hours of work and hourly rate for each employee, together with any notified change of address for any such employees.

6:03 **Union Saves Employer Harmless**

The Union hereby saves the Employer harmless from any and all claims, howsoever made or arising, which may be made against the Employer in consequence of the deductions and remittances required by Articles 6:01 and 6:02.

6:04 **Acquaint with Agreement**

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A copy of the Collective Agreement shall be given to all new employees.

ARTICLE 7 – CLASSIFICATION OF EMPLOYEES

7:01 **Permanent Employees**

A permanent employee is an employee within the bargaining unit who has satisfactorily completed his/her probationary period of employment in accordance with Article 7:03 (a) or been placed on the permanent staff list by the Employer. Permanent employees are as follows:

a) **Full-Time**

An employee who has obtained a permanent full-time position and who regularly works the full-time hours of work per week for his/her job classification as defined in Article 16.01.

b) **Part-Time**

An Employee who has obtained a permanent part-time position and who is regularly scheduled to work twenty-one (21) or more hours per week for his/her job classification.

These employees work less than full-time hours on a regular basis and are excluded from Articles 16:01 (a), (b), and (c).

Unless otherwise specified in the Collective Agreement or provided by law, all provisions of this Agreement shall be applicable to a part-time employee.

Note:

An employee who works in more than one part-time position, within the same or a different classification, shall not be deemed to hold a permanent full-time position because the collective hours are equal or exceed a full-time equivalent position.

The collective hours of work for such a part-time employee shall not exceed forty-four (44) hours per week.

Notwithstanding Article 17, overtime provisions shall be applicable after the regularly scheduled hours of work per day and/or the work week for each individual position within a classification. All hours in excess of forty-four (44) hours per week when combined for both part-time positions shall also constitute overtime.

7:02 Temporary Employees

A temporary employee is an employee within the bargaining unit who has satisfactorily completed his/her probationary period of employment, in accordance with Articles 7:03 (b) and/or (c), and does not hold a permanent status as defined in Article 7:01 (a) and (b).

Temporary employees are as follows:

- i) **Seasonal**
Employees within the bargaining unit who work on a seasonal basis where the duration of the work is consistent with the nature of the work hired to perform, on a regular basis, the hours of work per week for their job classification as defined in Article 16:01, from the first Monday of December to the last Friday of March.
- ii) **Casual**
Employees within the bargaining unit who are employed on a daily or day-to-day basis, as needed.
- iii) **Leave Replacement**
Employees within the bargaining unit hired to replace employees on leaves of absence, the posting shall include "until the return of the incumbent" as an end date. The Union shall be provided with their anticipated end date when it is available.
- iv) **Temporary Full-Time/Part-Time**
Employees within the bargaining unit who work the normal work week stated in Article 7.01 (a) or (b) on a defined temporary basis not exceeding twelve (12) consecutive months. A mutual agreement must be concluded with the Union for an extension of six (6) months.

Unless otherwise specified in the Collective Agreement or provided by law, all provisions of this Agreement shall be applicable to a temporary employee except:

ARTICLE 14, unless Article 7:03 is completed;

ARTICLE 15, Layoff

ARTICLE 17:02, Time off in Lieu of Payment for Overtime

ARTICLE 18, Paid Holidays

ARTICLE 19, Vacation

ARTICLE 20, Sick Leave

ARTICLE 21, Leaves

ARTICLE 23, Benefits

It is understood that if a position within CUPE Local 3089's jurisdiction is posted and no permanent employee is successful in filling the position, presently employed temporary employees who have been employed for thirty (30) working days or more may apply for the position and will be considered.

7:03 **Probation for Newly Hired Employees**

- a) A newly hired employee in a regular full time or part-time position shall serve a probationary period of five (5) months from the date of hiring, during which time he may be discharged at the discretion of the Employer. During the probationary period the employee shall, however, be entitled to all other rights and benefits of this Agreement unless otherwise provided herein, and with the exception of the grievance procedure pertaining to discharge.
- b) A newly hired employee in the temporary, seasonal, or part-time service shall serve a probationary period of five (5) months from the date of hiring, during which time he may be discharged at the discretion of the Employer. Date of hiring refers to the date of hire they commenced work for that season or the temporary position as posted.

During the probationary period the employee shall, however, be entitled to all other rights and benefits of this Agreement unless otherwise provided herein, and with the exception of the grievance procedure pertaining to discharge.

- c) A casual employee shall serve a probationary period of seven hundred (700) hours within a twelve-month period, (defined as January 1st to December 31st) during which time he may be discharged at the discretion of the Employer. During the probationary period the employee shall, however, be entitled to all other rights and benefits of this Agreement unless otherwise provided herein, and with the exception of the grievance procedure pertaining to discharge.

7.04 Lead Hand Roads / Recreation Division

In accordance with Article 14.03 a permanent full-time employee may be appointed at the discretion of the Employer to temporarily replace the Manager for Roads and perform the additional duties and to assume the additional responsibilities as deemed necessary.

ARTICLE 8 – CORRESPONDENCE

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer **or designate** and the President of the Union.

ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS

9:01 Representation

The Employer shall not bargain with or enter into any Agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9:02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed by the Union and consist of not more than three (3) members of the Union, and, the CUPE National Representative. The Employer Bargaining Committee shall consist of not more than four (4) representatives of the Employer. The parties will advise each other of the names of their representatives.

9:03 Function of Bargaining Committee

All matters pertaining to negotiating of changes to this Collective Agreement shall be referred by the parties to the Bargaining Committee for discussion and settlement, in accordance with the provisions of this Agreement.

9:04 Representative of Canadian Union

The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Upon correspondence to the Employer, such representative shall not be denied access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

9:05 **Meeting of Committee**

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fifteen (15) calendar days after the request has been given.

9:06 **Time off for Meeting**

It is agreed that any member of the Union Bargaining Committee, who is in the employ of the Employer, shall have the right to attend negotiating meetings held with representatives of the Employer. Remuneration at his regular hourly rate for time lost from work while attending such meetings shall be restricted to meetings up to but not including conciliation, and shall be limited to the length of the meeting and shall not exceed the amount the employee would normally have earned for such regular working day.

9:07 **Labour Management Committee**

A Labour Management Committee shall be established consisting of not more than **four (4)** representatives of the Union, and not more than **four (4)** representatives of the Employer. Meetings shall be **requested by the union**.

9:08 **Information for Collective Bargaining Purposes**

The Employer will make available to the Union any information within his possession with respect to job classifications and employee benefit plans which is desired and required by the Union for collective bargaining purposes.

ARTICLE 10 – GRIEVANCE PROCEDURE

10:01 **Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Chief Steward. The Steward will assist any employee whom the Steward represents in preparing and presenting his grievance, in accordance with the grievance procedure.

10:02 **Steward**

The Union shall have the right to appoint three (3) Stewards and a Chief Steward.

10:03 **Names of Stewards**

The Union shall notify the Employer in writing of the name of each Steward, and the name of the Chief Steward, before the Employer shall be required to recognize him.

10:04 **Permission to Leave Work**

The Employer agrees that the Steward shall not be hindered, coerced, restrained, or interfered with in any way in the performance of his duties,

while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that the Steward is employed full time by the Employer, and that he will not leave his work during working hours except to perform his duties under this Agreement. However, the Steward shall not leave his work without first obtaining the permission of his supervisor, which shall not unduly be withheld without just cause.

10:05 **Definition of Grievance**

A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement.

10:06 **Grievance Process**

An earnest effort shall be made to settle grievances fairly and promptly. If an employee has a complaint, he shall first attempt to resolve it with his supervisor. If the complaint is not satisfactorily resolved within five (5) working days the following steps shall be followed:

STEP 1

The employee shall submit the complaint to his Steward. If the Chief Steward considers the complaint to be justified, he must submit a grievance in writing to the General Manager within ten (10) working days of the incident grieved. A meeting shall be convened to seek to settle the grievance within five (5) working days. The General Manager will respond to the grievance within five (5) working days following the meeting.

STEP 2

Failing satisfactory settlement after the dispute has been submitted under Step 1, the grievance will be submitted within five (5) working days, to the Chief Administrative Officer who shall render his/her decision within ten (10) working days.

STEP 3

Failing satisfactory settlement at Step 2, written notice of intention to submit the grievance to arbitration will be given within ten (10) working days of the date of the reply in Step 2, in accordance with Article 11:01 of this Agreement.

At all steps in the grievance procedure, the employee shall have the right to have a Steward present.

The definition of a working day shall be a day other than Saturday, Sunday, or paid holiday.

10:07

Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, the grievance will be initiated at Step 1.

A policy grievance must be presented to the other party by the grievor(s) in writing and within twenty (20) working days of the incident being grieved.

10:08

Union May Institute Grievances

The Union shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure, commencing at Step 1.

10:09

Management Grievance

Any grievance instituted by management is to be referred in writing, stating particulars of the grievance and redress sought, to the Secretary of the Union within ten (10) working days of the incident so grieved. Prior to the rendering of a decision under this Article, a meeting will be held between the parties concerned within ten (10) working days of the grievance submission to endeavour to resolve the matter being disputed. The Union shall render its decision within ten (10) working days of such meeting.

10:10

Replies in Writing

Replies to grievances, stating reasons, shall be in writing at all stages.

10:11

Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings.

10:12

Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall, following ratification by the parties, form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

10:13

Grievance Pay Provision

Representatives of the Union who are in the employ of the Employer shall not suffer any loss of pay or benefits for time involved during Steps 1, 2, and 3 of the established procedures for settling grievances.

ARTICLE 11 – ARBITRATION

11:01 Composition of Board of Arbitration

Either party may, within ten (10) working days of the rendering of a decision under the final Step of the Grievance Procedure, request that a grievance be submitted to arbitration. The request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then select an impartial Chairman.

Wherever the Arbitration Board is referred to in the Agreement, the Parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriate apply.

11:02 Failure to Appoint

If the party receiving the notice fails to name a nominee, or if the two nominees fail to agree upon a Chairman within five (5) working days of their nomination, the appointment shall be made by the Minister of Labour upon request of either party.

11:03 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

11:04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

11:05 Disagreement of Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.

11:06 **Expenses of the Board**

Each party shall pay:

- a) the fees and expenses of its nominee on the Board;
- b) one-half ($\frac{1}{2}$) of the fees and expenses of the Chairman.

11:07 **Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedures may be extended on the written consent of both parties, as they are considered discretionary rather than mandatory.

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

12:01 **Discharge Procedure**

An employee, who has acquired seniority under this Agreement, may be disciplined or terminated for just cause. In the event that an employee is disciplined or terminated, such employee shall have the right to discuss the action taken by the Employer with his Steward before being required to leave the Employer's premises. In the event of disciplinary action, both the employee and the Union shall be advised as soon as is reasonably possible, in writing, by the Employer of the reason for disciplinary action. In the event of termination, both the employee and the Union shall be advised immediately in writing by the Employer of the reason for termination.

12:02 **Disciplinary Record**

Disciplinary action to an employee will be removed from the employee's file if no other disciplinary action, of any kind, is taken against the employee for a period of eighteen (18) months from the date of the last disciplinary action.

12:03 **Grieving of Discharge**

In the event that an employee grieves his discharge, a grievance may be submitted at Step 3 of the grievance procedure.

12:04 **Disciplinary Procedure**

The Employer and the Union agree that the purpose of disciplinary action is to assist employees in correcting misconduct or unsatisfactory work performance which is not accepted by the Employer. It is further agreed that repetition of unsatisfactory work performance or misconduct must be dealt with in progressively more severe disciplinary steps so as to make the employee aware that continued misconduct or unsatisfactory work performance could jeopardize the employee's continued employment with the Employer. Accordingly, the Employer and the Union agree that normally the steps of progressive discipline are as follows:

- (a) Oral warning;
- (b) Written warning;
- (c) Suspension;
- (d) Discharge.

It is expressly acknowledged that in certain circumstances the nature of the employee's misconduct or unsatisfactory work performance may warrant a repetition of any of the steps of the progressive disciplinary procedure while at the same time some forms of misconduct or unsatisfactory work performance may justify a bypassing of any or all of the steps in the progressive disciplinary procedure.

12:05

Adverse Report

The Employer shall advise an employee in writing of any expression of dissatisfaction concerning his work or conduct, within ten (10) working days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance or conduct which led to such dissatisfaction. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer. Any reply by an employee shall be submitted to the Employer within ten (10) working days after notice is given by the Employer, and such reply shall become a part of his record.

12:06

Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

12:07

Unjust Suspension or Discharge

When it has been determined that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all time lost, in an amount equal to his normal earnings, during the pay period next preceding such discharge or suspension, or any other arrangement as compensation which is just and equitable, in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

12:08

Rules and Regulations

The employees acknowledge that the Employer may establish reasonable rules and regulations from time-to-time, breach of which may lead to disciplinary action.

ARTICLE 13 – SENIORITY

13:01 (a) Seniority Defined

Seniority is the length of service that an employee within the Bargaining Unit accrues during his employment with the Employer including temporary periods of employment which are not within the bargaining unit, and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, and recall. New employees shall not have seniority rights during the probationary period. Upon completion of the probationary period, he shall be credited with seniority back to the date of hiring.

(b) Seniority Defined, Casual Employees

Seniority for casual employees shall be accrued in hours during his employment with the Employer within the bargaining unit. Casual employees shall not have seniority rights during the probationary period. Upon completion of the probationary period, he shall be credited with seniority back to the date of hiring.

13:02 Seniority List

The Employer shall maintain two (2) seniority lists showing the date upon which each employee's service commenced. There shall be a separate seniority list for permanent full time employees and a separate seniority list for seasonal or part time employees. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January of each year.

For the Office and Clerical classifications, one year shall be recognized as 1,820 hours.

For the Roads, Recreation and Water Wastewater classifications, one year shall be recognized as 2,080 hours.

13:03 Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay off, or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:

- 1) He is discharged for just cause and is not reinstated.
- 2) He resigns in writing.
- 3) He is absent from work in excess of three (3) working days without sufficient cause, or without notifying directly, his immediate Supervisor, or the Chief Administrative Officer, or his designated alternate.

- 4) He fails to return to work within three (3) working days following a lay off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere, shall not lose his recall rights for refusal to return to work.
- 5) He is laid off for a period longer than twenty-four (24) months.
- 6) He terminates his employment for any cause prior to the completion of the probationary period.

ARTICLE 14 – JOB POSTINGS AND STAFF CHANGES

14:01

Job Postings

When a vacancy occurs of a permanent or temporary position, which includes but is not limited to positions becoming vacant due to promotions, resignations, retirements, early leaving programs, or a new position is created inside of the bargaining unit, the Employer shall post notice of the position on all bulletin boards for a minimum of five (5) working days, and send a copy of the notice to the Union. **All vacancies will be posted no more than 12 weeks after the vacancy occurs.**

It is understood that if a position within CUPE Local 3089's jurisdiction is posted and no permanent employee is successful in filling the position, presently employed temporary employees who have been employed for thirty (30) working days or more may apply for the position and will be considered.

If no applications are received, the Township will advertise the vacancy for external applications.

14:02

Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate, or range.

14:03 **Role of Seniority in Promotions and Transfer**

Both parties recognize:

- 1) The principle of promotion within the service of the Employer.
- 2) That job opportunity should increase in proportion to length of service.

Therefore in making staff changes, transfers or promotions, appointments shall be made of the applicant having the required qualifications, experience, training, skill, and ability, as determined by the Employer. When all the foregoing are relatively equal, the more senior employee will be given the job. The Township will post the name of the successful applicant.

14:04 **Trial Period**

The successful applicant shall be placed on trial for the period of forty (40) working days. Conditional on satisfactory service, the employee shall be declared permanent after the period of forty (40) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate, and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

14:05 **Notification to Employee and Union**

Within five (5) working days of the date of appointment to a vacant position, the name of the successful applicant shall be **emailed to the Union President for posting on all bulletin boards.**

The Employer shall forthwith notify the Union of all Union appointments, hirings, layoffs, and recalls, including the dates thereof.

14:06 **New Classification**

When a new classification within the bargaining unit, not covered by Schedule "A" is established, the rate of pay shall be agreed upon by the parties and appended to this Agreement. Any rate so established shall be retroactive to the time the position was filled by an employee.

14:08 **Training Period**

The Employer shall, at the Employer's discretion, provide sufficient training to any employee considered by the Employer to require training for the position being assumed.

- 14.09 When a temporary employee is the successful candidate in securing a permanent full-time position, any accrual balances will be paid out on the final paycheck of their part-time status. Vacation entitlement and sick leave credits will be pro-rated to the official start date as a permanent employee.

ARTICLE 15 – LAYOFFS AND RECALL

- 15:01 **Role of Seniority in Layoffs**
Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, unless such employees possess special qualifications which are essential for the performance of the available work.
- 15:02 **Recall Procedure**
Employees shall be recalled in the order of their seniority, providing they are qualified to do the required work.
- 15:03 **No New Employees**
No new employees shall be hired until those qualified to perform the same type and class of work on layoff have been given an opportunity of recall.
- 15:04 **Advance Notice of Layoff**
- (a) A minimum notice of ten (10) working days, or equivalent in pay, shall be given when an employee is to be laid off for a period of less than thirteen (13) weeks.
 - (b) A lay off that is to last more than thirteen (13) weeks shall be done in accordance with the *Employment Standards Act*.
- 15:05 **Grievances on Layoffs**
Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 1 of the grievance procedure.

ARTICLE 16 – HOURS OF WORK

16:01 Regular Working Hours

(a) **Roads Division**

The normal average work week for full-time employees in the Roads Division shall be 40 hours per week. The hours of service shall be:

Summer: Monday-Friday, 6:30am-5:00pm

Winter: Monday-Friday, 6:00am-2:30pm

Employees are entitled to an unpaid meal break of 30 minutes for shifts longer than five hours.

Hours of work can be changed when it is mutually agreed upon by both the Employer and the Union.

(b) **Water Division**

The normal average work week for full-time employees in the Water Division shall be 40 hours per week. The hours of service shall be:

Monday-Thursday, 7:00am-4:30pm, Friday 7:00am-11:00am

Employees are entitled to an unpaid meal break of 30 minutes for shifts longer than five hours.

Hours of work can be changed when it is mutually agreed upon by both the Employer and the Union.

(c) **Recreation Division**

The General Manager of Parks, Recreation and Culture, after consulting with the permanent employees involved, shall determine the schedule of hours to be worked that meets operational requirements and the provision of service to the public, and shall be an averaged forty (40) regular hour work week in a three (3) week cycle, when ice is in, and forty (40) regular hour work week when ice is out. When ice is out, the schedule shall be Monday to Friday. The schedule includes a one half hour (1/2) daily lunch break (Monday to Friday day shift only).

(d) **Administrative Division**

The normal average work week for full-time employees in the Administrative Divisions shall be 35 hours per week. The CAO, after consulting with the General Managers and permanent employees involved, may institute a 4 day condensed work week between the hours of:

Monday-Friday, 8:00am-5:30pm when mutually agreed upon with the Union.

Employees are entitled to an unpaid meal break of 30 minutes for shifts longer than five hours.

16:02 **Paid Rest or Relief Periods**

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and the second half of a shift, at a time selected by the Employer. The rest period shall begin at the onset of leaving the job activity to the time of return.

16:03 **Inclement Weather**

Employees shall not have their work week reduced because of inclement weather. Employees who cannot perform their regular work because of inclement weather shall be assigned alternate work.

16:04 **Shift Premium**

In recognition that shift work is detrimental to one's family and personal life and undesirable, the Employer agrees that employees required to work a shift other than a day shift shall receive a shift premium of **fifty cents (\$0.50)** per hour worked.

16:05 **Stand-By Definition and Remuneration**

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of **one hundred and fifty dollars (\$150.00)** per week for all hours on standby.

16:06 **Scheduling Change**

The Roads and Recreation Department's schedule will be posted at least one month in advance with a minimum of five (5) working days notice of any scheduling change. Scheduling change with less than five (5) days notice will result in the original scheduled hours of work being guaranteed.

ARTICLE 17 – OVERTIME

17:01 Overtime Defined

- a) **Roads, Recreation and Water Wastewater Classifications**
All hours worked in excess of the regularly scheduled hours of work per day or work week of forty (40) regular hours, or in the event of a scheduling change without due notification in accordance with Article 16:06, or on an employee's day off shall be considered overtime and paid for at the rate of time and one half ($1\frac{1}{2}$).

In the interest of personal and public safety, and in consideration of operational requirements, the Employer retains the right to limit the number of hours of overtime, and overtime worked in conjunction with regular hours in any day.

- b) **Office & Clerical Group**
Any hours worked in excess of thirty-five (35) hours in a week, or seven (7) hours in a day, or on an employee's day off, shall be considered overtime, and paid for at the rate of time and one-half ($1\frac{1}{2}$). In every case, overtime is to be ordered or directed by the Employer prior to the employee working overtime.

17:02 Time Off in Lieu of Payment for Overtime

- a) In lieu of payment for overtime, an employee may elect to accumulate such hours to provide for subsequent time off with pay, on the basis that one (1) hour worked will provide one and one-half ($1\frac{1}{2}$) hours of time off with pay.
- b) Notice of election to accumulate overtime for subsequent time off shall be given to the appropriate supervisor, prior to the completion of the attendance records by such supervisor, for the processing of payroll for each paid period.
- c) The accumulation of overtime for time off shall not exceed the equivalent of ten (10) working days per calendar year, and the scheduling of such time off shall be mutually agreeable to both the Employer and the employee. Time off must be taken within six (6) months of accruing the time, and in minimum increments of four (4) hours.

17:03

Payment for or Supply of Meals(a) **Roads, Recreation & Water Wastewater Classifications**

An employee who works overtime in excess of two (2) hours at the end of his regular shift and who has not been notified before reporting to work that he will be required to so work, or who is required to work overtime on a Saturday or Sunday, shall, if eight (8) consecutive overtime hours or more are worked, be paid a meal allowance of **fifteen** dollars (**\$15.00**) upon presentation of a receipt thereof.

(b) **Office & Clerical**

An employee who is required to work on a Saturday or Sunday shall, if seven (7) consecutive hours or more are worked, be paid a meal allowance of **fifteen** dollars (**\$15.00**) upon presentation of a receipt therefore.

17:04

No Layoff to Compensate for Overtime

An employee shall not be required to lay off during regular hours to equalize any overtime worked unless mutually agreed by both parties.

17:05

Sharing of Overtime(a) **Roads, Recreation & Water Wastewater Classifications**

The Employer will endeavour to distribute any available overtime work among its employees within each patrol area who are willing and qualified to perform the available work.

(b) **Office & Clerical**

The Employer will endeavour to distribute any available overtime work among its employees who are willing and qualified to perform the available work. Overtime will be distributed by order of seniority. Should overtime be refused by all employees, then the junior employee will be required to work such overtime.

17:06

Overtime During Layoffs

There shall be no continuing, regular overtime worked while there are employees on layoff, able and willing to perform the available work, except during periods of emergencies.

17:07

Call Back Pay Guarantee

An employee who is called in to work outside his regular working hours shall be paid a minimum of three (3) hours at overtime rates, commencing with the time he leaves his home to report for duty and concluding on the completion of the necessary work.

ARTICLE 18 – HOLIDAYS

18:01 Paid Holidays

The Employer recognizes the following as paid holidays and any other day proclaimed as a holiday by the Federal, Provincial or County governments:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	½ day before Christmas Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Easter Monday	½ day before New Year's Day
National Truth and Reconciliation	

Note: In any year when Christmas falls on a Wednesday and Boxing Day on a Thursday, Friday December 27th will be designated as a day off from work.

18:02 Compensation for Holidays Falling on Saturday

When any of the above noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

18:03 Compensation for Holidays Falling on Sunday

When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

Notwithstanding the foregoing, Recreation Division employees required to work on a Saturday or Sunday on which a noted holiday falls, shall receive, in addition to his regular pay for the holiday, a rate of time and one-half (1½) for each hour so worked.

18:04 **Work on a Holiday**

For any of the above-mentioned paid holidays, an employee shall receive remuneration that is equal to his pay for a regular work day. An employee required to work on any such holiday, shall, in addition to his regular pay for the holiday, be paid at the rate of time and one-half ($1\frac{1}{2}$) for each hour so worked. The Employer may, if an employee agrees, within thirty (30) days, substitute another working day for the holiday.

In order to qualify for any of the above holidays, an employee must have worked on his last scheduled work day immediately preceding, and work the day immediately following the holiday; unless absence is due to illness and remuneration from cumulative sick leave credits is payable for the days so absent.

18.05 **Holidays For Casual/Seasonal Employees**

Holiday entitlement for casual employees/seasonal employees shall be in accordance with the *Employment Standards Act*.

18:06 An employee shall be entitled to an additional two (2) days designated as float holidays to be taken at a mutually agreeable time.

ARTICLE 19 – VACATIONS

19:01 (a) **Length of Vacations**

An employee shall receive an annual vacation entitlement with pay in accordance with his years of employment:

DATE OF HIRE TO DECEMBER 31 st OF THE YEAR OF HIRE	5/6 WORKING DAY PER MONTH
IN THE CALENDAR YEAR OF THE 1 st ANNIVERSARY AND EACH YEAR THEREAFTER	3 WEEKS
IN THE CALENDAR YEAR OF THE 9 th ANNIVERSARY AND EACH YEAR THEREAFTER	4 WEEKS
IN THE CALENDAR YEAR OF THE 16 th ANNIVERSARY AND EACH YEAR THEREAFTER	5 WEEKS

IN THE CALENDAR YEAR OF THE
22nd ANNIVERSARY AND EACH
YEAR THEREAFTER

6 WEEKS

Note: Annual vacation shall be taken by arrangement with the employee's supervisor in the calendar year that the entitlement was received.

(b) **Vacation Entitlement for Casual/Seasonal Employees**

Vacation entitlement and pay for seasonal employees shall be in accordance with the foregoing schedule.

0 – 4 years:	4% every pay period
5 – 15 years:	6% every pay period
16 – 21 years:	8% every pay period
22 years or more:	10% every pay period

The Employer will convert the amounts referred to above into hours and place them into a bank identified on each paycheque. Employees may request, in writing, their vacation bank be paid out ten (10) days prior to the pay date they would like it to appear on. The Township will pay out any vacation banks of employees who have not been at work for thirty-one (31) days.

19:02 **Compensation for Holidays Falling Within Vacation Schedule**

When a holiday, as defined herein, falls on a day during which vacation is being taken, the employee so affected shall be entitled to an additional day of vacation for the holiday, at such time as may be mutually agreed by the employee and the Employer.

19:03 **Calculation of Vacation Pay**

Vacation pay shall be at the rate effective during the vacation period.

19:04 **Vacation Pay on Termination or Retirement**

Vacation entitlement at the time of termination shall be pro-rated based on the portion of the calendar year worked and the employee's annual vacation entitlement.

19:05 **Preference in Vacation**

Vacation shall be granted on the basis of seniority.

19:06 **Vacation Schedule**

Vacation schedules shall be posted by **June 1st** of each year and shall not be changed unless mutually agreed by the employee and Employer. Employees shall assist with the preparation of vacation schedules by advising their supervisor of preferable dates for annual vacations, prior to **May 1st** of each year.

19:07 **Unbroken Vacation Period**

An employee's vacation entitlement shall be scheduled to provide for an unbroken or broken period, as mutually agreed upon by the Employer and the employee concerned. Subject to Article 19:08, vacation entitlement must be taken within the year.

19:08 **Deferment of Vacation Entitlement**

An employee may, with the consent of the Employer, elect to defer vacation entitlement, not to exceed one (1) week, to the next succeeding year, providing the employee has an annual entitlement of more than two (2) weeks.

19:09 **Approved Bereavement Leave during Annual Vacation**

When an employee submits proof that he qualified for bereavement leave during his period of annual vacation, there shall be no deduction from the employee's vacation period for such absence. The period of vacation so displaced by such bereavement leave, shall either be added to the vacation period or reinstated for use at a later mutually agreed date.

ARTICLE 20 – SICK LEAVE PROVISIONS

20:01 **Sick Leave Defined**

Sick leave is defined as the period of time an employee is absent from work, with or without full pay, by virtue of being disabled for physical or mental health reasons or is under the examination or treatment of a physician, chiropractor, or dentist.

Employees absent from work because of an accident for which compensation is not payable under *The Workplace Safety and Insurance Act*, as amended from time to time, shall be covered by these sick leave provisions.

Sick leave credits shall not be used in lieu of any authorized leave of absence, including vacation entitlement.

20:02 **Notification of Absence**

When it is necessary for an employee to go on sick leave, he shall notify his immediate non-bargaining unit Supervisor or the Employer as soon as possible before the normal starting time and shall, when possible, inform him of the date and time he expects to be able to return to work. Failing notification, an employee shall not be entitled to sick leave pay unless justifiable reasons for failing to notify are accepted by the Supervisor.

20:03 **Sick Leave Credits**

- (a) Office and clerical employees shall receive fifty-six (56) hours worth of sick leave credits at the beginning of each calendar year, which are non-accumulative year-to-year, except when applied in the context of Article 20:05(b).
- (b) Roads Department, Recreation Department and Water Wastewater Department employees shall receive sixty-four (64) hours worth of sick leave credits at the beginning of each calendar year, which are non-accumulative year-to-year, except when applied in context with Article 20:05(b).
- (c) Sick leave credits shall be prorated in the year in the cases of:
 - 1. The initial year the S.T.D./L.T.D. Plan commences; or,
 - 2. An employee's first year of enrolment in the plan; or,
 - 3. Any month the employee has not worked at least twelve (12) days, unless absence is for normal vacation.

20:04 **Proof of Illness**

An employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

2018, c. 14, Sched. 1, s. 19. Employment Standards Act.

20:05

Sick Leave Records

- (a) Immediately after January 1st in each year, the Employer shall advise each employee in writing of the amount of top-up credits remaining in his bank.
- (b) At the close of each calendar year, an employee will have two options in disposing of unused sick leave credits:
 - 1. Fifty percent (50%) of all unused sick leave credits shall be paid to the employees who have such unused sick leave credits. Such payment shall be paid on the last pay period prior to Christmas; or,
 - 2. Fifty percent (50%) of all unused sick leave credits shall be deferrable to the next succeeding year and carried over in the following manner:
 - (i) A permanent employee can top-up credits in their bank up to a maximum of twelve (12) accumulated unused sick leave days.
 - (ii) When such entitlement exceeds twelve (12) accumulated unused sick leave days, such credits beyond the twelve (12) days will be paid in accordance with Article 20.05(b)(i).

Note:

- In the application of section (b), sick leave credits shall be prorated for part-time employees accordingly.
- Temporary employees as defined in Article 7:02 are not entitled to the provisions of Article 20:05.

20:06

Health and Welfare

The Township agrees, during the term of the Agreement, to maintain the premium coverage for eligible employees in the active employ of the Township under the insurance plans presently in effect subject to their respective terms and conditions including enrolment requirements.

a) A copy of the current benefit plan(s) /booklet shall be attached to the Agreement.

b) It is understood that the Township may at any time substitute another carrier for any Plan (other than Employer Health Tax) provided the benefits conferred thereby are not in total decreased. Before

making such a substitution, the Township shall notify the Union to explain the proposed change.

20:07

Long Term Disability (L.T.D.)

The L.T.D. plan provides income security should an employee become totally disabled up to the age 65 due to a sickness or injury.

L.T.D. claims shall be submitted on the proper Township's Insurers forms supplied by the Employer.

(a) **Definitions**

- **Total Disability**

Total disability is defined as being unable, because of injury or disease, to do any work for which an employee is or becomes reasonably qualified by education, training, or experience.

- **Monthly Basic Earnings**

Monthly basic earnings is defined as the regular monthly earnings excluding overtime pay, bonuses, and other special compensation at the commencement of total disability.

- **Rehabilitation**

A rehabilitation program means is defined as any occupation for compensation or profit; any assessment, counselling, training or vocational program, or work related activity; any educational program; or any reasonable and customary treatment program, approved by the Township's Insurers and the employee's attending physician.

(b) **Benefits**

Long Term Disability benefits equal 66.7% on the first \$2250 of an employee's monthly basic earnings plus fifty percent (50%) on the balance, up to a maximum benefit of \$4000 per month.

The L.T.D. benefit commences on the first working day following the completion of the seventeenth (17th) week during which Short Term Disability was paid.

(c) **Reduction of Benefit**

Monthly L.T.D. benefit will be reduced by:

- 1) any amount of income for the month to which an employee is entitled under the Workplace Safety and Insurance Board, or similar coverage;
- 2) any amount payable for the month on account of the employee's disability under the Canada Pension Plan or similar provincial plan excluding any benefit that the employee is entitled to receive for children;
- 3) any amount payable for the month to an employee as a retirement pension under the Canada Pension Plan or similar provincial plan; and,
- 4) an amount so that the L.T.D. benefit together with all other benefits for the month payable on account of the employee's disability under any other sick leave plan, association or group insurance plan, employee retirement plan, or government plan will not exceed:
 - i) if the payment is taxable, eighty-five percent (85%) of the employee's monthly basic earnings, or
 - ii) if the payment is not taxable, eighty-five percent (85%) of the employee's monthly basic earnings less income tax and pension plan deduction.
- 5) Any benefit not paid on a monthly basis will be considered to have been monthly on a reasonable basis determined by the Township's Insurer.
- 6) An employee must apply for all such disability benefits for which they may be eligible in order to receive benefits hereunder. The Township's Insurer will estimate the amount of any reduction until it has been established.
- 7) If an employee engages in a rehabilitation program, the monthly benefit will be reduced by fifty percent (50%) of their compensation or profit.

(d) Limitations of Benefits

No benefit will be paid:

- 1) for any period of total disability during which you are not under treatment by a licensed physician;
- 2) for any total disability resulting directly or indirectly from any one of the following:
 - a) self-inflicted injuries while sane or insane;
 - b) riot, civil commotion, insurrection, war or hostilities of any kind, or any act incident thereto;
- 3) if you are engaged in any occupation for compensation or profit, other than a rehabilitation program;
- 4) after you refuse to participate and co-operate in a rehabilitation program.

(e) Recurrence of Disability

If an employee ceases to be totally disabled after receiving benefits and within six (6) months again becomes totally disabled due to the same or a related cause, the later disability will be considered to be a continuation of the previous disability. If an employee returns to active work full time and for full pay for a continuous period of less than sixty (60) days, benefits will be paid at the same rate as before. No benefit will be paid if an employee is entitled to receive any other group income benefits, on account of their disability.

(f) Vacation Entitlement, Clothing Allowances and Seniority

Vacation entitlement, boot, and clothing allowances shall be pro-rated to reflect the number of days actually worked in any calendar year, in the event an employee who is eligible for his benefits is on long term disability.

When an employee is on Long Term Disability his/her seniority will be retained and maintained; however will not accrue during the period of absence.

20:08

Top-Up of Short Term and Long Term Disability Benefits

An employee may top up short term or long term disability benefits to one hundred percent (100%) of current salary by using one or more of the following:

- (i) Credits remaining in top-up bank after pay-out of credits accrued under the previous plan; or,
- (ii) Credits in sick leave bank that have accrued under current plan; or,
- (iii) Banked overtime credits or earned vacation credits once the previous two (2) banks are exhausted.

20:09

Health Care Benefits While on Disability

While on Short Term Disability or Long Term Disability the Employer shall continue to pay the premiums for Health Care Benefits for a period of up to two (2) years from date of disability.

At the employee's option within ninety (90) days of the termination of the Employer's group health benefits, an employee may enrol in the MROO (Municipal Retirees Organization Ontario) Plan **at their own expense**.

20.10

Except as provided for within the collective agreement, the Township is only required to pay its portion of the premiums.

ARTICLE 21 – LEAVE OF ABSENCE

21:01

Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, educationals or to attend executive and committee meetings of CUPE, its affiliated or chartered bodies, shall be allowed leave of absence with pay and benefits. The Employer shall invoice the Union for the cost of said leave. Such leave shall not exceed fifteen (15) person-days in any calendar year and further, not more than two (2) employees shall be absent for the purposes of such leave at the same time.

21:02

Leave of Absence for Full Time Union or Public Duties

- a) Subject to applicable legislation as it applies to municipal employees, the Employer shall allow leave of absence without pay and without loss of seniority so that the employee may be a candidate in Federal, Provincial, or Municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without pay and without loss of seniority during his term of office.
- c) Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of up to two (2) years.

21:03

Paid Bereavement Leave

- (a) **An employee shall be entitled to bereavement leave, as herein provided, and which shall be taken to coincide with the funeral of the deceased person:**
 - i) **Mother, Father, Step-Mother, Step-Father, Wife, Husband, Daughter, Son, Step-Children, Step-Sister or Step-Brother, Sister, Brother, Fiancé(e): five (5) days;**
 - ii) **Mother-in-Law, Father-in-Law, Grandparent(s), Grandchildren, Sister-in-Law, Brother-in-Law, Aunt, Uncle: three (3) days;**
 - iii) Other relatives, one (1) working day to attend the funeral
 - iv) A fellow employee, one (1) working day, to attend the funeral.
- (b) Up to two (2) additional days shall be granted to the foregoing, at the Employer's discretion, if the funeral is held beyond a 250 kilometre radius of the employee's principal residence.
- (c) Where the days are not attendant on or coincident with the death, the employee shall request a leave, in writing, to their Supervisor, at least forty-eight (48) hours prior to the leave.

- (d) In this Article, "spouse" means a spouse as defined in Section 1 of the *Family Law Act*, or either of two persons who live together in a conjugal relationship outside marriage.
- (e) A temporary employee, defined under Article 7:02, shall be granted a bereavement leave without continuation of salary, benefits and other entitlements for matters relating to a death enumerated in the above circumstances of sections (a), (b), and (c).

21:04 **Paid Jury or Court Witness Duty Leave**

An employee summoned for Jury Duty or subpoenaed as a Crown witness shall be allowed the necessary time off work for such service and shall be paid at the employee's straight time hourly rate for normally scheduled hours of work missed as a result of the Jury Duty or attendance as a Crown witness provided the employee pays to the Employer any fees received by the employee for such service, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court witness in any legal procedures in which the Employer is a party to such proceedings, shall be considered as time worked with entitlement to the regular rate of pay.

21:05 **General Leave**

The Township may grant a leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient cause, provided such request is in writing and approved by the Township, and provided such leave shall not exceed one (1) year.

An eligible employee who is on an unpaid leave of absence may continue to participate in the benefit plan applicable to the employee at the employee's sole expense. Such employee shall remit full premium costs monthly in advance to the Employer; failing benefit coverage for that employee shall be cancelled upon fourteen (14) calendar days notice.

21:06 **Education Leave**

An employee that is required by the Employer to write examinations for the purpose of upgrading his employment qualifications shall be entitled to leave of absence with pay and without loss of seniority and benefits. Duration of any such leave shall be at the discretion of the Employer.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22:01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with a statement of his wages, overtime, and other supplementary pay and deductions.

22:02 Pay on Temporary Transfers, Higher Rated Jobs

When an employee is required to temporarily substitute or perform the principal duties of another employee for one (1) full shift or more, such employee shall be compensated at the rate of pay established for the substitute position when relieving within or outside of the bargaining unit. The Supervisor shall notify the Payroll Department in writing.

22:03 Pay on Temporary Transfers, Lower Rated Jobs

An employee assigned for a temporary period of time, to substitute in a job classification that pays a lower rate, shall continue to be compensated at his regular rate of pay for the duration of such substitution.

22:04 Overall Responsible Operator (ORO)

(Water Wastewater Operations only)

In accordance with the Ministry of the Environment regulations, the Employer shall have the rights to designate an employee to carry out the assigned responsibilities of an ORO.

Where the Employer temporarily appoints an employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the employee shall receive a responsibility premium of twenty dollars (\$20.00) for each day from the time of the assignment.

All hours of responsibility, during or after a work day and/or the weekends, are compensated inclusively by the premium daily rate.

This responsibility premium is exclusive of the standby pay and call back pay when applicable.

ARTICLE 23 – EMPLOYEE BENEFITS AND ALLOWANCES

23:01 Pension Plan

All eligible employees shall join the Ontario Municipal Employees Retirement Plan. The Employer and the employees shall make contributions in accordance with the provisions of the plan.

23:02 **Group Benefit Plan**

For each permanent full time and part-time employee, the Employer shall pay one hundred percent (100%) of the premium costs for all benefits described in the Benefit Summary booklet provided by the Group Benefit Plan carrier.

The Group Benefit Plan, sponsored by the Corporation of the Township of South Glengarry features the following:

- Employee Life Insurance
- Accidental Death and Dismemberment and Specific Loss
- Short Term Disability
- Long Term Disability
- Health Care
- Dental Care
- Vision Care (topped up by the Employer to four hundred dollars (\$400.00) every twenty-four (24) month periods).

23:03 **Travel Allowance**

- a) A travel allowance, as provided in Paragraph (b) hereof, shall be paid to an employee required to provide transportation during the performance of employment responsibilities. The Employer shall not require an employee to own an automobile as a condition of employment.
- b) Rate to be adjusted and established to be consistent with the rates being paid to Councillors and other Employer personnel during the contract term.

23:04 **Supply of Tools**

The Employer will supply any mechanical tools that may be required by employees in the performance of their duties.

23:05 **Clothing Allowance**

- a) **The Employer shall supply approved safety helmets for all employees who require them under the Construction Safety Act**
- b) **The allowance to assist in the purchase of appropriate C.S.A. approved safety footwear for each full-time and seasonal employee within the Water Roads, or Recreation Divisions will be up to two hundred (200) dollars annually. Boot allowance will be paid on the first pay in May.**
- c) **The Employer shall supply employees with Township attire on a points-based system which will be administered by the Employer or the Employer's designate.**

Full-time employees shall be entitled to sixteen (16) points per year to purchase clothing. Seasonal employees shall be entitled to twelve (12) points per year to purchase clothing. Casual employees shall be entitled to six (6) points per year to purchase clothing. This list is exclusive of additional safety wear provided from time to time by the Employer.

All employees who regularly work on or near the roadside will be provided an additional four (4) points each year that must be used towards C.S.A. approved high-visibility safety apparel (HVSA).

The allocation of clothing points begins on January 1 of each year and employees may carry over up to 3 points each year. The point allocation shall be as follows, with additional items being offered at the discretion of the Employer:

1 Point Each	Safety Shift, T-Shirt, Hat
2 Points Each	Work Shirt, Work Pant
3 Points Each	Work Shirt (HVSA), Work Pant (HVSA), Sweater
4 Points Each	Insulated Jacket (HVSA), Spring Jacket, Coveralls (HVSA)

23.06

Retirement Policy

The Council of the Township of South Glengarry has established a policy for all staff in respect of retirement as follows:

A retirement bonus for years of service shall be paid to all employees as of the date of their retirement as follows and as may be amended:

0-10 years	\$100
11-20 years	\$200
21-25 years	\$300
25+	\$500

ARTICLE 24 – GENERAL CONDITIONS**24:01 No Strikes or Lockouts**

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

24:02 Bulletin Boards

The Employer shall provide four (4) bulletin boards which shall be placed so that all employees will have access to them, and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

24.03 Mutually Agreed Changes

Any mutually agreed changes to the Collective Agreement, shall, following ratification by the Parties, form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 25 – PRESENT CONDITIONS AND BENEFITS**25:01 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation, shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and the existing rights, privileges and obligations of the parties shall remain in existence, and either party, upon notice to the other, may re-open the pertinent parts of this Agreement for negotiation.

ARTICLE 26 – COPIES OF AGREEMENT

26:01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and obligations under it.

Electronic copies of the Collective Agreement will be issued to all members and a hard copy supplied to each Division location.

ARTICLE 27 – TERM OF AGREEMENT

27:01 Duration

This Agreement shall continue in full force and effect from May 1, **2022**, until the 30th day of April **2027** and shall continue thereafter automatically for annual periods of one year unless either party gives notice to the other in writing by registered mail during the ninety (90) day period preceding the expiry of this Agreement that it desires to amend or terminate this Agreement.

27:02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made, by mutual agreement, at any time during the existence of this Agreement. Such amendments shall not take effect until ratified by the parties

27:03 Notice of Changes

Notice to bargain for a new or amended Agreement shall be accompanied by a copy of the changes being proposed, and the parties shall meet within fifteen (15) days from the giving of notice, or within such further period as the parties may mutually agree upon. Where such notice requests revisions only, it shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.

27:04 Contracting Out

For such time as this Collective Agreement continues to operate, the Employer agrees that there shall be no contracting out that results in a reduction of regular hours of work or a layoff of present members of the bargaining unit.

27:05 Minimum Full-Time Permanent Positions

The Parties hereto agree that the Employer shall guarantee a minimum of **nineteen (19)** full-time permanent positions exclusive of the temporary, casual, seasonal, and part-time positions in existence.

ARTICLE 28 – FEMININE/MASCULINE PRONOUNS

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

ARTICLE 29 – RETROACTIVITY

Retroactivity of wages shall be paid to all employees as of May 1, **2022**. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between May 1, **2022**, and April 30, **2027**, they shall be entitled to the pro-rated amount of such payments.

- (a) The Employer will endeavour to provide all retroactivity within **forty-five (45)** of the Interest Arbitration Award and/or receiving written notice of ratification. If retro is not paid within forty-five (45) days then thereafter interest will be paid.
- (b) All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.
- (c) All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date the notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

SCHEDULE A

SCHEDULE A		01-May-22	01-May-23	01-May-24	01-May-25	01-May-26
CLASSIFICATIONS	30-Apr-22	4%	2%	2%	2%	2%
Mechanic: Class A	\$28.41	\$38.00	\$38.76	\$39.54	\$40.33	\$41.13
Roads Lead Hand	\$26.70	\$27.77	\$28.32	\$28.89	\$29.47	\$30.06
Heavy Equipment Operator	\$25.70	\$26.73	\$27.26	\$27.81	\$28.36	\$28.93
Truck Driver/Labourer	\$25.59	\$26.61	\$27.15	\$27.69	\$28.24	\$28.81
Recreation Facility: Operator 1	\$26.78	\$27.85	\$28.41	\$28.98	\$29.56	\$30.15
Recreation Facility: Operator 2	\$25.40	\$26.42	\$26.94	\$27.48	\$28.03	\$28.59
Accounts Receivable	\$25.40	\$26.42	\$26.94	\$27.48	\$28.03	\$28.59
Accounts Payable	\$24.86	\$25.85	\$26.37	\$26.90	\$27.44	\$27.99
Receptionist	\$23.43	\$24.37	\$24.85	\$25.35	\$25.86	\$26.38
Building Information Officer	\$25.48	\$26.50	\$27.03	\$27.57	\$28.12	\$28.68

Recreation Facilitator	\$25.47	\$26.49	\$27.02	\$27.56	\$28.11	\$28.67
Program Facilitator	\$24.56	\$25.54	\$26.05	\$26.57	\$27.11	\$27.65

GIS Technician	27.54	\$28.64	\$29.21	\$29.80	\$30.39	\$31.00
OIT	\$25.92	\$26.96	\$27.50	\$28.05	\$28.61	\$29.18
Class I Operator	\$26.75	\$27.82	\$28.38	\$28.94	\$29.52	\$30.11
Class II Operator	\$27.54	\$28.64	\$29.21	\$29.80	\$30.39	\$31.00
Class III Operator	\$28.39	\$29.53	\$30.12	\$30.72	\$31.33	\$31.96
Total Wage Rates	\$443.92	\$470.13	\$479.53	\$489.12	\$498.91	\$508.88

SIGNATURE PAGE

Signed in Lancaster, on this 14th of June, 2022.

Representing the Employer:

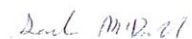
Representing the Union:


Lyle Ward (Jun 14, 2022 08:58 EDT)


James Levac (Jun 16, 2022 09:20 EDT)


Tim Mills (Jun 14, 2022 09:01 EDT)






Dylan Rourke (Jun 15, 2022 09:17 EDT)


Cyndi DeVries (Jun 14, 2022 09:21 EDT)


Leslie Bremner (Jun 15, 2022 09:34 EDT)



June 6, 2022

**MINUTES OF
COMMITTEE OF ADJUSTMENT**

Township of South Glengarry

A meeting of the Committee of Adjustment was held at 5:00 pm on June 6, 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: Stephanie Jaworski

SECONDED BY: Martin Lang

BE IT RESOLVED THAT the Committee of Adjustment meeting of June 6, 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: Sam McDonell

SECONDED BY: Rebecca Luck

BE IT RESOLVED THAT the Minutes of the May 16, 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:



- Mark and Joanne Williams – 25 Front Street - A-10-22 Owner & Applicant
- Nicole Hagen and Will Douglas – 18044 North Branch Rd – A-11-22 Owner & Applicant
- Karen Lamarche – 4360 Squire Rd – A-12-22 Owner
- Elwyn Massia – 4360 Squire Rd – A-12-22 Applicant

Review of Application:

1. Application A-10-22-Williams

- **Subject Property:**
 - Part Lot 8, Registered Plan 26, in the Geographic Village of Lancaster, now in the Township of South Glengarry, County of Glengarry located at 25 Front Street, Lancaster.
- **Proposed Minor Variance:**
 - The applicant proposed to construct a 24' x24' single detached garage. The applicant consulted with the municipality prior to designing the garage. The building permit application was submitted and it was noted that the proposed garage did not meet the maximum building height requirements. It was discovered that there was an error in our on-line zoning by-law housekeeping amendment where it implied that the maximum height for a detached garage was 11 meters. This error has since been corrected.
 - The owner is proposing to construct a detached residential garage therefore the following relief from Part 3.1 (4) of the Zoning By-Law 38-09 is requested:
To increase the maximum Building Height of a residential garage from 4.5 meters to 4.9 meters.
- **Planning:**
 - The property is designated Residential District in the County Official Plan and is located within the Urban Settlement Area of Lancaster. This application conforms to the general intent of the Official Plan.
The property is zoned Residential Two (R-2) and conforms to the general intent of the Zoning By-law.
- **Consultation:**
 - This application was circulated to all abutting property owners within 60 meters and applicable municipal staff; we support this application and recommend it to be approved.
 - To date I have not received any written or oral comments from members of the public.

Discussion:



Mark Williams explained the proposed garage is in a secluded location and will be the same size as the sheds combined. Behind his property is a garage the same size and on an adjacent property there is a 25-foot hedge therefore there will be minimal impact on the neighbours. They understand that the Planning Department is acting in the best interest of the community, therefore they were willing to go through the process in hopes that it has a positive outcome.

MOVED BY: Sam McDonell

SECONDED BY: Rebecca Luck

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-11-22- Douglas Hagen (Wilson Architectural Design Inc.)

- **Subject Property:**

- Part Lot 1, Registered Plan 26, in the Geographic Village of Lancaster, now in the Township of South Glengarry, County of Glengarry located at 188 Military Road South, Lancaster.
- The subject property contains one structure consisting of 7 apartment units in the upper floors and a commercial space on the main floor that has been used as a retail space for many years.
The property currently contains 3 parking spaces.

- **Proposed Minor Variance:**

- The owner is proposing to open a new business being a yoga and art studio which resulted in the requirement to review onsite parking. The subject property currently contains three parking spaces however 24 parking spaces are required therefore the following relief from Part 4.1 of the Zoning By-Law 38-09 is requested:
 - To reduce the required parking spaces from 24 to 3.

- **Planning:**

- The property is designated Commercial District in the County Official Plan and is located within the Urban Settlement Area of Lancaster. This application conforms to the general intent of the Official Plan.



- The property is zoned Residential Four (R-4 and General Commercial and conforms to the general intent of the Zoning By-law.
 - Administration understands that if this minor variance is approved, the patrons of this location will be required to rely on street side parking or on the municipal parking area located on the south side of the railway tracks.
- **Consultation:**
- This minor variance application was circulated to all abutting property owners within 60 meters and applicable municipal staff; Building and Planning have no concerns with the application and recommend it to be approved.
 - I received one inquiry from a member of the public expressing concerns with the lack of public and street side parking.
 - The notice of the minor variance was also circulated to the United Counties Transportation Department as Military Road is a County Road, they responded as follows:
“With the availability of well marked street parking on SDG 34 and on street parking on a variety of local streets proximate to this building, the County has no concerns with the proposal”.

Discussion:

William Douglas described that the current zoning has the same restrictions in regard to parking such as workshops and galleries. Workshops are likely to go longer than a yoga class which may help the parking and be better than the current use. The yoga will be mid-morning, mid-afternoon, and try to direct where people are parking to keep the flow going to help other people with stores in Lancaster.

Nicole Hagen explained they had spoken to the one person who did voice some concern and was hoping to not cause any problems on their side. Most events will be on Sunday which will help with parking and we will be directing people to park on their side of the street and by the tracks.

Member Stephanie Jaworski appreciated that they are being pro-active about where to park. The space is tiny, is the lower floor being opened up.

Nicole Hagen confirmed the lower floor has been opened.

Member Rebecca Luck asked Mrs. Joanne Haley to confirm the number of units above the unit.

Mrs. Joanne Haley confirmed that based on the application there were 7 apartment units listed.

Member Rebecca Luck enquired about where those units currently park, how many parking spots are available and if they have 1.5 parking spots.



Mrs. Joanne Haley confirmed that there are only three parking spaces available for tenants and asked the owners to explain if there are any arrangements with the neighbour next door.

William Douglas explained that the current three spaces can actually fit five across, they also pay the neighbour for one parking spot. One of the apartments does not come with parking and if need parking they park in the public parking.

Member Rebecca Luck asked if there was designated parking with signs for those units.

William Douglas explained the parking spots are not signed but they are allocated to the units.

Member Rebecca Luck confirmed that there is no additional parking for the customers.

William Douglas clarified that when they pick up or drop off they park in the lane way where there is room for 4 parking spaces.

Member Rebecca Luck asked for clarification on the application where it asked for reduction from 24 parking spaces to 3 parking spaces.

William Douglas stated it is from 24 to 6 or 7 and those are allocated to the apartment units.

Mrs. Joanne Haley clarified that the structure has existed for many years. The previous by-law for the village of Lancaster, had minimal requirements. The current by-law, to operate the 7 units and the business, requires 24 parking spaces. The minimum size per parking space is 2.75 metres by 5.5 metres as required by the by-law. The aisle cannot be blocked as this is the only legal access to the property, the owners also need to seek permission to access through the adjacent property.

Member Martin Lang described the situation as existing and has been like that for a long time. The owners are being pro-active and that should be taken into account. We should let the building continue to be used.

Member Stephanie Jaworski asked if there could be signage put up to indicate and encourage the additional rail side parking.

Mrs. Joanne Haley explained that signage could be added as a condition of the approval if that is wished by the Committee. The municipal parking lot behind the municipal building is also available for parking on Saturday or Sunday if necessary.

Chair Lyle Warden explained he would prefer no condition on the approval as other businesses are running in the same way. The owners could encourage everybody to use both sides of the street and the public parking lots.



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-12-22- Lamarche

- **Subject Property:**
 - Part of Lot 31, Concession 8, in the Geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry located at 4360 Squire Road.
 - The subject property is a 2.85-acre parcel, located in a rural area and is residentially developed containing a single detached dwelling and a pool.
 - The applicant proposed to construct a detached residential garage. Due to the placement of the existing dwelling, the location of the Beaudette River and the existing lot frontage, it is difficult to meet the required 15-meter front yard setback.
- **Proposed Minor Variance:**
 - The owner is proposing to construct a detached residential garage therefore the following relief from Part 10.2 of the Zoning By-Law 38-09 is requested:
 - To reduce the front yard setback from 15 meters to 8 meters.
- **Planning & Consultation:**
 - This minor variance application was circulated to all abutting property owners within 60 meters and applicable municipal staff; Building and Planning have no concerns with the application and recommend it to be approved.
 - I have received no further written or verbal comments from members of the public.

Discussion:

Elwyn Massia explained he is proposing to build a basic garage/storage shed. He is proposing a location that will suit the property and that will respect the watercourse setback.

MOVED BY: Sam McDonell
SECONDED BY: Rebecca Luck



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: Possibly June 20, 2022

MOVED BY: Sam McDonell

SECONDED BY: Rebecca Luck

Adjournment

BE IT RESOLVED THAT the meeting of June 6, 2022 be adjourned to the call of the Chair @ 5:29pm



MEMORANDUM

To: Township of South Glengarry Council, CAO, and Clerk
From: Lisa Van De Ligt, Team Lead, Communications and Stewardship
Date: May 30, 2022
Subject: RRCA Board of Directors meeting highlights (May 19, 2022)

The Raisin Region Conservation Authority (RRCA) Board of Directors consists of 8 representatives from the RRCA's 5 member municipalities: City of Cornwall and Townships of North Glengarry, South Glengarry, South Stormont and North Stormont.

Following every Board meeting, councils, CAOs and clerks of the RRCA's 5 member municipalities are sent meeting highlights and the date of the next meeting. The RRCA Board meets monthly (except for July, August, and December).

May 19, 2022 RRCA Board of Directors Meeting Highlights:

- Approved minutes from the April 21, 2022 Board of Directors meetings can be found at <http://www.rrca.on.ca/page.php?id=15>.
- Board approved the 2021 RRCA Annual Report, which will be circulated to partners such as the RRCA's member municipalities.
- Board approved the submission of 3 funding applications for Conservation Area enhancements and a community tree planting event.
- Board received an update on the RRCA's 3 Conservation Areas:
 - 2022 visitation (as of May 6): 27,000
 - 14 summer staff hired
 - Cooper Marsh Visitors Centre re-opening to the public on June 1 after having been closed since March 2020 due to the COVID-19 pandemic.

Next RRCA Board meeting date: June 16, 2022



Office of the District Chair

SENT VIA EMAIL (premier@ontario.ca)

June 1, 2022

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Dear Premier Ford,

RE: Annual Emergency Exercise Exemption

On behalf of The District Municipality of Muskoka, I am writing to express key concerns regarding the requirement for Ontario municipalities to conduct an annual practice exercise for a simulated emergency incident as prescribed by Regulation 380/04. The simulations aim to validate response plans and procedures, train staff and identify areas of improvement to ensure emergency response is delivered at optimal levels. Exemptions are not currently permitted under this legislation. While the District of Muskoka acknowledges and supports the need for emergency exercises, Muskoka District Council strongly encourages the amendment of Regulation 380/04 to permit exemptions for municipalities who have responded to an actual emergency during the respective calendar year. A copy of the District's Health Services Committee resolution, as adopted by Muskoka District Council, is attached as Appendix I.

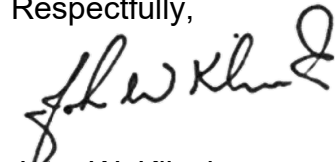
In 2021, The District's Emergency Control Group (ECG) convened twenty-four (24) times amounting to approximately 435 hours spent on emergency related activities. One of these incidents involved a watermain break in the Town of Bracebridge. Murray Advisory Services performed a critical analysis of the event and confirmed that the goals of an emergency exercise were achieved. The firm's final report included twelve (12) recommendations that helped improve the outcomes of a second water disruption event in the Town of Gravenhurst a few weeks later.

Despite the volume of actual emergencies managed by the ECG, the District of Muskoka must still conduct an annual exercise to remain compliant with the Regulation. This is not an efficient use of municipal resources and does not serve as a useful training mechanism for staff who have been over-extended by the emergency situations they have managed over the past year.

The Solicitor General granted a one-time exemption to municipalities in 2020 recognizing that municipalities were actively engaged in and managing various COVID-19 related initiatives. If pandemic management warrants an exemption to the annual simulation, surely there must be grounds to grant an exemption for the management of other emergency situations.

On behalf of Muskoka District Council, your consideration of this matter is appreciated.

Respectfully,

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

John W. Klinck
District Chair

THE DISTRICT MUNICIPALITY OF MUSKOKA

Cc: Honourable Steve Clark, Minister of Municipal Affairs and Housing
Honourable Sylvia Jones, Solicitor General
Norm Miller, MPP Parry Sound-Muskoka
All Municipalities in Ontario

Appendix I

R10/2022-HS

The District Municipality of Muskoka

Health Services Committee
February 24, 2022

Moved By: J. Klinck

Seconded By: R. Nishikawa

WHEREAS Ontario Regulation 380/04: Standards under the Emergency Management and Civil Protection Act sets the municipal standards for emergency management programs in Ontario and requires municipalities to conduct an annual exercise with their Emergency Control Group in order to evaluate the municipality's emergency response plan and procedures, O. Reg. 380/04, s. 12 (6);

AND WHEREAS Emergency Management Ontario previously granted municipalities exemption for the annual exercise requirement when the municipality experienced an actual emergency with documented proof of the municipality actively engaging their emergency management procedures and plan in response to the emergency;

AND WHEREAS on August 5, 2021 the Chief, Emergency Management Ontario (EMO) issued a memo to Community Emergency Management Coordinators stating that effective immediately, the Chief, EMO would no longer be issuing exemptions to the O. Reg. 380/04 requirement to conduct an annual exercise;

AND WHEREAS municipalities experience significant costs and burden to staff resources when faced with the response to an actual emergency and activation of their Emergency Control Group and/or Emergency Operations Centre;

AND WHEREAS a municipality's response to an actual emergency is more effective than an exercise in evaluating its emergency response plan and procedures as mandated by O. Reg. 380/04;

Appendix I

The District Municipality of Muskoka

AND WHEREAS planning, conducting and evaluating an emergency exercise requires significant time and effort for the Community Emergency Management Coordinator and Municipal Emergency Control Group that is duplicated when the municipality experiences a real emergency;

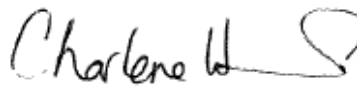
NOW THEREFORE, BE IT RESOLVED THAT Muskoka District Council hereby **requests** the Province of Ontario to amend Ontario Regulation 380/04 under the Emergency Management and Civil Protection Act to provide an exemption to the annual exercise requirement for municipalities that have activated their Emergency Control Group and/or Emergency Response Plan in response to an actual emergency that year in recognition of the significant resources used to respond to the emergency and the effectiveness of such response in evaluating the municipality's emergency response plan and procedures;

AND THAT a copy of this resolution **be forwarded** to the Honourable Doug Ford, Premier of Ontario; the Honourable Norm Miller, MPP for Parry Sound-Muskoka; the Honourable Steve Clark, Minister of Municipal Affairs and Housing; the Honourable Sylvia Jones, Solicitor General; and all other municipalities of Ontario.

Carried

✓

Defeated



Deputy Clerk

The Honourable Doug Ford,
premier@ontario.ca

Re: Retirement Home Funding

Please be advised the Council of the Municipality of Chatham-Kent, at its regular meeting passed the following resolution:

“Whereas there are 700 retirement homes in Ontario regulated by the Retirement Homes Regulatory Authority in accordance with the Retirement Homes Act; this includes the Residential Tenancies Act, the Occupational Health and Safety Act, the Ontario Fire Protection Act, the Personal Health Information Protection Act and College of Nurses standards;

And Whereas Retirement Homes are privately owned, renting private accommodation to seniors without access to public funding by the government the same way home care services and long term care homes do;

And Whereas currently 60% of these Ontario Retirement Homes, that are small facilities under 70 beds, are failing financially and/or are facing imminent closure risking loss of supportive, safe and secure environments for 60,000 retirement home residents in Ontario, as per Ontario Retirement Communities Association (ORCA);

And Whereas the cost of living in a retirement home is \$1500 - \$6000 a month which is significantly more expensive versus the cost of homecare services and/or long term care homes, as most assisted living/retirement homes do not provide personal care as a part of the basic fee; instead requiring residents to pay full cost of accommodation and any care services they require;

And Whereas home care services may be provided at no cost to resident “only if” appropriate level(s) of community service provider staffing is available;

And Whereas many Retirement Home residents or individuals in the community, who do not require long term care levels of service, are forced into long term beds due to extinguishing funds and/or lack of adequate financial means to pay for Retirement Home and/or required extra personal care services, inappropriately burdening limited long term care bed or acute hospital bed capacity;

And Whereas many seniors living in Retirement Homes and who experience worsening medical conditions, increased number of falls and overall increased frailty, often do “not” move onto long term care due to lack of long term bed availability and/or family preference, placing significant stress on Retirement Home staffing complements and financial resources;

And Whereas Retirement Homes have not been afforded recent government Nursing and/or PSW staff subsidies as provided to home care service providers and long term care homes;

And Whereas Retirement Homes have not been included in recent reduction of resident activity restrictions.

Therefore Be It Resolved that the Municipality of Chatham-Kent request that the Ontario Government:

1. Enable individuals in the community opportunity to apply for financial assistance from the Ministry of Seniors and Accessibility to help cover accommodation costs and/or required personal care service costs at Retirement Home level, similar to available funding assistance for home care services and long term care homes.
2. Recognize Retirement Homes as an essential community health care partner and implement an equitable service funding program that facilitates/enables Retirement Homes to safely care for residents who require significant personal care assistance while awaiting a long term care bed.
3. Afford equitable Nursing and PSW staffing subsidies retroactively across all divisions of the community health care provision sector, including Retirement Homes.
4. Allow for equitable resident activity levels across all divisions of the community health care provision sector, including Retirement Homes.

And further that this resolution be forwarded to the Premier of Ontario, the Ministry of Seniors and Accessibility and all Ontario municipalities.

If you have any questions or comments, please contact Judy Smith at ckclerk@chatham-kent.ca

Sincerely,



Judy Smith, CMO
Director Municipal Governance
Clerk /Freedom of Information Coordinator

C

Ministry of Seniors and Accessibility
Ontario Municipalities



The Town of The Blue Mountains Council Meeting

Title: Mayor Soever Notice of Motion May 10, 2022

Date: Tuesday, May 24, 2022

Moved by: Mayor Soever

Seconded by: Councillor Hope

WHEREAS it is in the best interest of good government and the democratic process that all Ontarians have access to candidate information during the upcoming municipal elections; and,
WHEREAS the clerks of some municipalities do not supply the mailing addresses of voters on the voters list to candidates, thereby limiting the access of voters who have mailing addresses outside the municipality to candidate information, effectively disenfranchising them;
BE IT RESOLVED THAT the Council of the Town of The Blue Mountains expresses its support for the inclusion of the mailing addresses of voters on voter's lists provided to candidates;
AND THAT a copy of this resolution be sent to all municipalities in Ontario to ask for their support;
AND THAT a copy of this resolution be sent to the Premier of Ontario and the Minister of Municipal Affairs and Housing;
AND THAT a copy of this resolution be sent to the Canadian Civil Liberties Association

YES: 6

NO: 0

CONFLICT: 0

ABSENT: 1

The motion is Carried

YES: 6

Mayor Soever

Deputy Mayor Bordignon Councillor Hope

Councillor Matrosovs

Councillor Sampson

Councillor Bill Abbotts

NO: 0

CONFLICT: 0

ABSENT: 1

Councillor Uram

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: June 20, 2022

SUBJECT: Public Works Facility Update

PREPARED BY: Sarah McDonald, GM Infrastructure
Dave Robertson, Fire Chief (Project manger)

Administration is pleased to announce that the new Public Works Facility constructed on Airport Road is complete. The Facility has received final occupancy and the Roads Department has transferred operations to this site.

The budget approved by Council for the combined design and construction of the Facility was \$1,758,160. The actual cost of the design and construction cost was **\$1,968,759**. The details of the work completed, including references to Council decisions and procurement agreements, is provided in the table below.

Phase	Work Completed	Company	Award Date	Fees
Design	Facility Design (RFP #18-18, SR#135-18)	IN Engineering	November 19, 2018	\$24,160
	Council Direction to Proceed with Detail Design (SR#009-19)	-	January 21, 2019	Included in above
Construction	Supply and Install Pre-Engineered Building for New Public Works Facility (RFP #23-2020, SR#23-2020)	Grant Marion Construction	January 18, 2021	\$1,179,000
	Project Management of Civil Site Works	Grant Marion Construction	April 28, 2021	\$30,000
	Civil Site Works (SR#82-2021)	Maylon Construction	June 7, 2021	\$525,000
	South Glengarry Building Permit	-	-	\$9,145
	Change Orders for Required Items not included in Original Tender	Misc.	2021-2022	\$168,830
	Engineering Services (Post Tender)	Misc.	2021-2022	\$32,524
Total, excluding HST				\$1,968,759

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: June 20, 2022

SUBJECT: Cornwall Electric Rate Increase

PREPARED BY: Michael Hudson, GM Finance/Treasurer

Cornwall Electric has provided the Township the attached notice of their annual required rate increase.

Effective July 1, 2022 their rates will increase 1.53%. Historically their rates have gone up: 2021, 2.3%; 2020, 2.95% 2019, 2.0%; 2018, 1.0%; and 2017, 2.5%.

As the street light charges are a local improvement charge, they are intended to be self-funding. The rate charged has been held at \$137.72 since 2016. As the Township explores the conversion to LED lights, the rate should be reviewed for 2023.

April 28, 2022

DELIVERED VIA MAIL

Mr. Tim Mills, CAO
Township of South Glengarry
P.O. Box 220
Lancaster, Ontario
K0C 1N0

Dear Mr. Mills

RE: Application for Retail Rates Effective July 1, 2022

I am writing to advise you that Cornwall Electric retail rates will increase 1.53% for the July 1, 2022 to June 30, 2023 rate year. Streetlight rates have also been adjusted. Cornwall Electric rates continue to compare very favorably to surrounding Ontario electrical utilities. Cornwall Electric requests that the Township of South Glengarry amend its by-law concerning electricity, as set out in the accompanying schedule of electric rates in accordance with the Franchise Agreement. Cornwall Electric imports almost all of its power needs for our customers and, as such, retail pricing mirrors trends in the wholesale market.

Community Service

Cornwall Electric remains committed to the high standard of service provided to our customers and the community. Cornwall Electric, a FortisOntario Company, remains locally managed and continues to have a strong customer service and line operations presence. Two prominent local citizens remain on our Board of Directors, one a South Glengarry resident. Our management, staff and retirees are active in local charitable organizations and events such as The Agape Centre and The United Way of SD&G.

Safety of the community and our workers is a core value for Cornwall Electric. School classrooms are visited and onsite safety presentations for local industrial safety days are provided. Our employees have received and continue to receive vigorous safety and skills training.

Cornwall Electric capital construction plans for South Glengarry include the ongoing replacement of deteriorated poles and related equipment. Trees along utility owned pole lines are trimmed on a rotating three-year basis.

Wholesale Energy Markets

Cornwall Electric purchases power on behalf of the customer. The contract between HQ Energy Marketing Inc. and Cornwall Electric covering the period of January 1, 2020 to December 31, 2030 was signed September 12, 2016. With this long-term agreement, Cornwall Electric purchase near 100% hydro energy and we are committed to continue to focus on the future of renewable energy for our customers.

Wholesale costs of purchased power is passed through to the customers at cost and represent nearly 80% of the customer's bill. The remaining is the Company's charge to deliver the power safely and reliably to the customers' homes and businesses and to provide for system maintenance and capital equipment replacement.

Consistent with the rate setting formula in the Franchise Agreement, Retail Rates will increase 1.53% July 1, 2022.

By this letter, Cornwall Electric requests the Township of South Glengarry to amend its electricity rate by-law to adjust the retail electricity rates charged to the customers in the Township as set out in the accompanying schedule of electric rates, effective July 1, 2022.

Yours very truly,



Jackie Baird
Regional Manager, Eastern Region
613-932-0123 Ext 4232

Enclosures

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: June 20, 2022

SUBJECT: Departmental Update – Corporate Services (May 2022)

PREPARED BY: Kelli Campeau, GM Corporate Services/Clerk

CAO'S OFFICE

- Attended various Council and Committee meetings.
- Attended Summer Student orientation session.
- Preparation for Joint Water/Wastewater Operations Review.
- Met with and addressed various resident concerns/complaints.
- Attended meetings related to Recreation files at the Char-Lan Recreation Centre.
- Met with representatives from the Mohawk Council of Akwesasne.
- Preparation of Staff Reports.
- Attended Collective Bargaining meetings with CUPE.
- Continued work on various legal files.
- Attended and facilitated Management Team meetings.
- Attended local CAO's meeting.
- Introductory meeting with new CEO of Glengarry Memorial Hospital.
- Attended kick off meeting for Service Delivery Review project.
- Management of various HR matters.

CLERK'S OFFICE

- Council and committee agenda/meeting preparation, facilitation and wrap-up.
- Attended Management Team meetings.
- Attended Summer Student orientation, onboarding of Corporate Services student.
- Preparation of drainage notices for McNairn and Fillion drains.
- Reviewed draft Procurement Policy and Procedures.
- Attended SDG Council Candidate Information Night.
- Attended Electronic Records Management meetings and reviewed RFP submissions.

- Cataloguing of records (basement files).
- Attended SDG Clerk's meeting.
- Kick-off meeting and initial information gathering for Service Delivery Review project.
- Continued work on various legal files.
- Addressed various HR matters.
- Preparation of staff reports and by-laws.
- Assisted with Cornwall Regional Airport finance.
- Election candidate registrations.
- Provided Commissioner of Oath services as required.
- Issued marriage and lottery licences.

COMMUNICATIONS

- Launched elections website (www.southglengarryvotes.com)
- Spring/Summer Community Guide launched and distributed.
- Preparation of Council Meeting newsletters.
- Development of elections communications strategy and content.
- Daily preparation and posting of social media and website content.
- Responded to inquiries received through social media and website feedback forms.
- Emergency Preparedness Week social media campaign.
- Waste management advertising (leaf and yard waste, special item collection, free landfill access days etc.)
- Creating Accessible Documents webinar.
- Managed Council Meeting technology and livestream.

COMMUNICATIONS STATS

- YouTube Stats:
 - 408 Video Views
 - +2 Subscribers
 - Most Viewed Videos:
 - May 2nd Council Meeting (111 views)
 - May 16th Council Meeting (88 views)
 - May 16th Public Meeting (53 Views)
- Website – Most Popular Searches:
 - Burn Permit (20)
 - Taxes (11)
 - Garbage Pickup Schedule (10)
 - Zoning Map (5)

- Pay online (5)
- Facebook Stats – Posts with Highest Reach:
 - Free Landfill Access (7.8K)
 - Road Closure Update (5.9K)
 - Special Item Collection (5.8K)
 - Road Construction Notice (5.5K)
 - Introduction of Water Meter Reader (4.5K)

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: June 20, 2022

SUBJECT: Departmental Update – Finance Services (May 2022)

PREPARED BY: Michael Hudson, Treasurer

Transition Project

- Contact with the previous Treasurer, while still beneficial, is now very limited.

AR Activity

- Final tax billings scheduled to go out mid to end of July pending approval of Final Budget and 2022 mill rates.
- Water billings scheduled to go out same time period.
- Following completion of the mailouts, begin the plan as detailed in the transition document to deal with tax arrears.
- Please note that all taxpayers will be reminded of any arrears in the details of the final billing.

AP Activity

- Continued payment of vendors, keeping our supplier's current.

Treasury Activities

- Ongoing assistance to MNP to get the audit completed.
- As part of the tax arrears project, finance staff is taking every opportunity to advise and encourage taxpayers to use pre-authorized automatic payment programs, Debit, and on-line payments
- Continuing understanding of the operation of the SG accounting system.
- Continuing education with the Vadim software and operation.
- Assisting functional GMs where we can.
- Assisting external auditors with completion of the 2021 Airport audit

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: June 20, 2022

SUBJECT: Departmental Update – Parks, Recreation and Culture (May 2022)

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

ADMINISTRATION:

- Facility bookings and coordination
- Glen Walter Waterfront Park – project coordinating
- Lancaster Legion Deck project – coordinating
- Parks and Recreation Master Plan – ongoing
- Green and Inclusive Community Building Grant – ongoing
- Grant Funding Coordination and Reporting – ongoing
- Museum Kitchen – project planning
- Smithfield outdoor rink repairs – coordinating
- Peanut Line Bridge Repair – CR19 – project planning
- ORFA Training - Advanced Recreation Facilities Business Management Training
- External Meetings
 - Char-Lan Recreation Centre Floor and Dasher Board Project
 - Ongoing site visits, construction meetings and project coordination with EVB Engineering, Bradley Contracting, CIMCO and Athletica Sport Systems
 - Recreation software training - ongoing
 - Parks and Recreation Master Plan Consultants – ongoing
 - Nor'Westers Museum – Kitchen site visit
 - Halpenny Insurance – Liquor Liability Discussions
 - Martintown Horticultural Society – MCC Flower Beds & outdoor furniture installation locations
 - Junior B Rebels – advertisement discussion
 - Exp. and GM Planning, Building and Enforcement – possible Hydro Easement
 - RRCA – Glen Walter Waterfront Park

- Lancaster Optimist Club – Site Visit – Canada Day
- EOHU – Splash Pad Inspection
- Eco Era - Lancaster Legion Deck Project
- Internal Meetings
 - Student training
 - Bargaining Committee
 - Deputy Clerk – Grant Reporting
 - Departmental Team Meetings - ongoing

OPERATIONS

- Recreation facility prep, cleaning and maintenance - ongoing
- Main office maintenance requests - ongoing
- Minor sport program facilitating
- Schedules – Facility Operators and students
- Tree management – ongoing
- Lancaster Library – ongoing maintenance requests
- Sport Field Prep and ongoing maintenance
- Park inspections and maintenance
- Garbage pickup
- Installation of Martintown Sails
- Installation of South Lancaster Wharf and Martintown Docks and kayak launch
- Installation of Lancaster flower boxes
- Installation of Williamstown and Martintown bridge flower boxes
- Installation of Main Office and CLRC flag poles
- Installation of Kenneth Barton Park sign
- Tennis/Pickleball court line painting
- Splash Pad start up
- Opening of outdoor washrooms – Paul Rozon and Glen Walter

HEALTH AND SAFETY

- Building and site inspections continue.

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: May 16, 2022

SUBJECT: Departmental Update – Fire Services (May 2022)

PREPARED BY: Dave Robertson, Fire Chief

OPERATIONS and RESPONSES:

- Motor Vehicle Collisions: 10
- Alarms: 0, Medical: 2
- Burn Complaint / Unauthorized Burns: 0
- Fire – Structural:2, Brush / Grass:3, Vehicle: 1, Other: 2
- False: 1, Public Hazard: 1
- Rescue: 1
- Incidents of note.
 - 2 structure fires, 1 residential, 1 secondary structure.
- Resumption of Tiered Medical Responses

TRAINING:

- Ontario Fire College mobile live fire training unit was hosted
 - 53 staff attended over a 5-day period
 - Staff trained interior fire attack, communications, incident command, leadership
- Water rescue scenarios

FIRE PREVENTION:

- Visit to Williamstown Public School.
 - Witnessed the school wide fire drill
 - Presentation to 4 classes
- Visit to Iona Academy
 - Presentation to 4 classes
- Building inspections

HEALTH AND SAFETY:

- Building inspections continue

ADMINISTRATION:

- Fire Chief attended the Ontario Assoc, of Fire Chiefs annual convention
- Consultation / Committees
 - Hwy 401 construction projects – Emergency Management Group
 - Canadian Assoc of Fire Chiefs, RPAS (Drone) Committee
 - Municipal construction projects (traffic safety plans)
- New Water Tanker vehicle project oversight. Construction sign off.
- Project management oversight for new Public Works Facility.
- Hosted the EOHU MobiVax Vaccination project at the Martintown and Lancaster Stations
- Published RFP's
 - 18-2022 Two Pumper Vehicles
 - 19-2022 Williamstown Fire Station Renovation

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: June 20, 2022

SUBJECT: Departmental Update - Planning, Building and Enforcement (May 2022)

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

Planning

- Received, processed and reviewed consent, minor variance, site plan control and zoning amendment applications
- Worked on a vacant land condominium application
- Prepared staff reports and information reports for Council meetings
- Conducted pre-consultation meetings with members of the public for planning inquiries
- Worked on Township owned lands
- Worked on subdivision files in various stages
- Participated in weekly Management Team Meetings
- Conducted staff meetings
- Reviewed draft by-laws and staff/info report
- Prepared staff reports and info reports
- Conducted site visits
- Prepared a work plan for Economic Development Officer
- Provided ongoing training to Economic Development Officer
- Worked on preparations for the 2022 Business & Community Awards Gala

Building

- Received and processed building permit applications
- Conducted pre-consultation sessions with members of the public for building permit inquiries
- Attended various walk-in appointments with the public
- Completed Site Plan Control reviews
- Conducted building inspections
- Prepared work order reports for lawyers
- Conducted septic system file searches
- Prepared statistical reports for Tarion, MPAC, CMHC, and Statistics Canada
- Received applications for and assigned civic addresses
- Ordered and distributed civic address signs and posts

- Applied, reviewed and issued building permits via Cloud Permit
- Inspected open legacy building permits as a result of work order requests
- Addressed reports of residents building without permits
- Worked with SDG to better address necessary changes to support the shift to NG911
- Conducted 3rd reading of new proposed Building By-Law and implemented it
- Updated Cloudpermit software to reflect changes in the new Building By-Law
- Attended POA court
- Uploaded septic permits to GIS
- Synchronized paper and digital property files

GIS

- Filed in TOMRMS zoning by-laws, site plan control, subdivision, consents.
- Prepared and mailed out minor variance and zoning amendment notices along with minutes and decisions.
- Assisted Building Information Officer (BIO).
- Prepared maps for staff as required (Building, Planning).
- Prepared mailout for list for McNairn Drain and Filion Drain.
- Commissioned documents as required.
- Participate in Union negotiations.
- Prepared cycling map for Seaway News advertisement.
- Reviewed GIS system with EcDev staff.
- Prepare base map for future internal use.
- Attended Canadian Cartographic Association (CCA) Virtual Annual Conference.

By-law

- Responded and investigated By-law complaints.
- Investigated Dog Attack.
- Corresponded and assist with OPP and Ministry of the Solicitor General.
- Attended EOHU COVID-19 update calls.
- Collected and installed Minor Variance Signs.
- Collected Civic Posts and Blades.
- Conducted Pool Permit reviews and inspections.
- Arranged and attended meetings with the public.
- Conducted Breeding and Boarding Kennel Inspections.
- Participated in Staff Meeting.
- Attended Ontario Association of Property Standards Officers Part 1 Training in Kingston.
- Attended and reviewed sites that are building without permits.

Economic Development

- Prepared business newsletters for email distribution
- Attended meetings with local economic development officers
- Provided support to businesses for new funding programs
- Responded to general inquiries from existing and possible Business Owners
- Commenced a “Discover South Glengarry Marinas” campaign. Completed interviews with local marina owner to create articles which will be added to the Township website and social media pages for tourist attraction
- Started preparation for the 2022 Business & Community Awards Gala
- Assisted in preparing a cycle South Glengarry Ad Campaign

Emergency Planning

- Participated in calls with Dr. Paul of EOHU
- Assisted the CFIA with Avian Flu response activities and provided coordination and communication amongst applicable agencies
- Prepared for EP Week

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: June 20, 2022

SUBJECT: Departmental Update – Infrastructure Services
(May 2022)

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

Staffing Highlight: Ron McLaughlin joined the Water Division as a Water Meter Inspector (May 9, 2022).

Summer Students join the Township workforce:

- Taylor Hambleton, Engineering
- Joshua DaSilva, Infrastructure
- Julia Herault, Water
- Gabe Brunet, Roads
- Owen Robertson, Roads

Administration

- Infrastructure Department Meetings
 - Monthly All-hands
 - Monthly Management
 - Weekly Division
- Attendance at the Canadian Waste to Resource Conference (May 29 – May 31)
- SDG Joint Tender Preparation (culverts)
- Second Line Bridge Rehabilitation – construction continues
- Hot Mix Projects – pulverizing begins
- South Glengarry Procurement Awarded:
 - 10-2022 Professional Services – Glen Walter Expansion EA
- South Stormont Joint Tender (water / wastewater operations)
- Consultant discussions (five-structures, asset management, geotechnical, structures – peanut line / municipal drain / wharfs)
- CUPE Negotiations

Water / Wastewater Division

- Water & Sewer Routine Operations
- Contractor Site Meetings
- Quarterly Samples
- Job posting for Operator vacancy
- Green Valley Discharge
- Preparations for surface works in Green Valley and Lancaster
- Asset Management - Meetings/Data Collection/Review

Roads Division

- Monitor weather forecasts
- Spring grading - continued
- General pothole repair
- Preparations for new Public Work Facility (Continued Moving!)
- Routine Day Road Patrols
- Sign Maintenance
- Roadside Debris Collection

Waste Management

- Landfill Compaction Maintenance Duties – Beaverbrook Landfill Site
- Receipt and response to inquiries related to the current recycling / garbage contract
- Leaf & yard waste week
- Large item curbside collection
- Review and response to requests for garbage bag limit exemptions

Municipal Drains

- Preparation for Filion Site Meeting and McNairn Meeting to Consider
- Ongoing review and maintenance (MacDonald Technical Services Inc.)

Engineering Services

- Reviewed severance applications reviewed
- Reviewed entrance permits reviewed
- Asset Management Project advanced

Training

- Traffic Control (Book 7) Training
- Ongoing, all staff

Health, Safety, and Environment

- Monthly inspections

Canadian Waste to Resource Conference Highlights

A. Municipal Focused

- Transitioning the Municipal Blue Box System – Defining Decisions for Municipalities
 - Dave Gordon, Senior Policy Advisor, Waste Diversion, AMO
- How are Municipalities Envisioning and Preparing for Future Waste Management Service Delivery?

B. Organics and Composting

- State of the Practice of Organic Waste Management and Collection in Canada
 - Bryan Staley, President & CEO, Environmental Research and Education Foundation
- Reducing Our 'Food' print - Canada's First Circular Food Economy – Profiling the Food Waste Flow Study
 - Betsy Varghese, Waste Management Specialist, Dillon Consulting
 - Vivian De Giovanni, Circular Economy Specialist, Solid Waste, City of Guelph

C. Plastics

- The Canada Plastics Pact [*Attached*]
 - David Hughes, President/CEO, The Natural Step Canada
- Plastics Recycling and Diversion in Canada
 - Elena Mantagaris, Vice President, Plastics Division, Chemistry Industry Association of Canada

Canada Plastics Pact announces groundbreaking industry wide action plan to address plastic waste

A new shared action plan will drive leading organizations across Canada as they build a circular economy for plastics packaging

OTTAWA, ON, (October 21, 2021) – Today, over 70 leading businesses, organizations, and governments have come together to release an ambitious action plan to eliminate plastic waste through the Canada Plastics Pact. *Roadmap to 2025: A shared action plan to build a circular economy for plastics packaging* represents unprecedented cross-value chain collaboration, uniting key players behind a shared vision for a circular economy for plastics packaging in Canada and a targeted plan to drive tangible change by 2025.

The Roadmap was developed through the engagement of leading industry, NGO, and public sector organizations, including brands, retailers, recyclers, resin producers, nonprofits, associations, governments and others who together account for over a third of the plastics packaging on the market in Canada. These leading organizations are collaborating to realize a circular economy for plastics where we eliminate the plastics we don't need, and innovate so the plastics we do need can be reused, recycled or composted to be kept in the economy and out of the environment.

"Our take-make-waste approach to plastics is no longer viable. Plastic packaging is a vital part of daily life, it is high-performing, lightweight, and low cost; but currently, over 85% of what we produce in Canada each year gets used once and ends up in landfills or the environment," says George Roter, Managing Director of the CPP. "Canadians, our governments, and our businesses have had enough of plastic waste. The Roadmap is designed to comprehensively address this problem quickly and together, and sets forth both coordinated individual business actions and the system changes that are needed into a single agenda, with ambitious targets for 2025."

The Roadmap presents a full picture of what is needed to aggressively advance action and what can be done next to achieve a circular economy for plastics packaging through three strategic priorities for 2025:

- 1. Reduce, reuse, collect:** Eliminate unnecessary and hard to recycle plastics. Drive innovation for reuse and refill models. Innovate to prevent waste from being created in the first place. Improve collection and recycling systems.
- 2. Optimize the recycling system:** Packaging design standards to improve recyclability. Investments in new infrastructure. Address supply and demand issues to incorporate recycled resins. Ensure government policy is in place and well-designed.

3. Use data to improve the whole system: Create standard definitions and measurement practices. Drive investment in better real-time data and monitoring.

Currently, we are throwing valuable materials away and there is significant material loss between the plastics that are generated to that which is collected, sorted and actually recycled. Innovation in technology and business models that will be generated through achieving a circular economy for plastics packaging will capture economic value, deliver jobs, and position Canadian businesses competitively.

“Creating a future that is free of plastic waste demands collaboration, and the multi-stakeholder effort that went into developing the CPP Roadmap gives me confidence that we can now make the essential steps to catalyse and create a circular economy for plastics,” said David Hughes, President and CEO of The Natural Step Canada. “We are excited to be working alongside other CPP Partners and leading organizations across Canada’s plastics value chain to turn our ambitious targets into action, and achieve together more than any one organization can do by acting alone. These are system-wide problems that require system-wide solutions.”

The CPP is following the ambitious precedents set in the Roadmaps of other Pacts across the Ellen MacArthur Foundation’s global Plastics Pact Network to bring globally aligned direction and responses to plastic waste and pollution. The Roadmap will accelerate progress towards the CPP’s four 2025 targets for plastics packaging and waste which Partners of the CPP are required to report on annually. These are:

1. Define a list of plastic packaging to be designated as problematic or unnecessary and take measures to eliminate them.
2. 100% of plastic packaging being designed to be reusable, recyclable or compostable.
3. 50% of plastic packaging is effectively recycled or composted.
4. 30% recycled content across all plastic packaging.

The Roadmap will play a pivotal role in uniting stakeholders for progress towards a circular economy for plastics packaging. CPP looks forward to working with existing and new Partners to drive the collaboration necessary for this critical change and invites others across the value chain to join the CPP to be part of this important work.

To read the Canada Plastics Pact’s Roadmap, please visit roadmap.plasticspact.ca.

– Ends –

Media resources:

- [Quote Sheet](#): Quotes from endorsing and participating businesses and organizations
- [Roadmap to 2025](#)
- [CPP’s Partners](#)

Media Inquiries:

To arrange an interview with George Roter, Managing Director of the Canada Plastics Pact or a Partner of the CPP, contact:

Nicole Paul

Manager of Communications, Canada Plastics Pact

npaul@plasticspact.ca

778-838-2466

About the Canada Plastics Pact

[The Canada Plastics Pact \(CPP\)](#) is tackling plastic waste and pollution, as a multi-stakeholder, industry-led, cross-value chain collaboration platform. The CPP brings together Partners who are united behind a vision of creating a circular economy in Canada in which plastic waste is kept in the economy and out of the environment. Launched in January 2021, it unites 70+ businesses, government, non-governmental organizations and other key actors in the local plastics value chain behind clear actionable targets for 2025. The CPP is a member of the [Ellen MacArthur Foundation's Global Plastics Pact network](#). It operates as an independent initiative of [The Natural Step Canada](#), a national charity with over 25 years experience advancing science, innovation and strategic leadership aimed at fostering a strong and inclusive economy that thrives within nature's limits. Further information: www.plasticspact.ca | [@CanadaPact](#)

The Canada Plastics Pact Partners

Alberta Beverage Container Recycling Corporation (ABCRC); Bimbo Canada; Bioform; BOSK Bioproducts; Canadian Beverage Association; Canadian Beverage Container Recycling Association; Canadian Bottled Water Association; Canadian Produce Marketing Association (CPMA); Canadian Stewardship Services Alliance Inc. (CSSA); Canadian Tire Corporation; Circular Economy Leadership Canada; Circular Innovation Council; Circular Plastics Taskforce; City of Edmonton; City of Toronto; Cleanfarms; Club Coffee; Coca-Cola Canada; Colgate-Palmolive Company; Communauté métropolitaine de Montréal (CMM); Council of the Great Lakes Region; CSA Group; Dairy Processors Association of Canada (DPAC); Danone Canada; David Suzuki Foundation; Divert NS; Éco Entreprises Québec; EFS-plastics; Emterra Group; Enerkem; Environment and Climate Change Canada (ECCC); Food, Health & Consumer Products of Canada; Fraser Plastics; GDI Packaging Solutions; General Mills; Government of British Columbia; GS1 Canada; HypoIndustries Ltd.; Ice River Sustainable Solutions; International Institute for Sustainable Development (IISD); Keurig Dr. Pepper Canada; Kimberly-Clark; Kraft Heinz Canada; Kruger Products L.P.; Loblaw Companies Ltd.; Maple Leaf Foods; Mars Canada; Merlin Plastics; Metro Vancouver; Mondelēz; Multi-Material Stewardship Manitoba (MMSM); National Zero Waste Council; Nature's Touch; Nestlé Canada; NOVA Chemicals Corporation; Ocean Wise; PAC Packaging Consortium; Pollution Probe; Polyainers; Primo Water North America; Pyrowave; Reckitt Benckiser Canada; Recycling Council of Alberta; Recycling Council of British Columbia; Retail Council of Canada; Return-It; Ryse Solutions; Save-On-Foods; Smart Prosperity Institute; SPUD; Tempo Plastics; Terracycle; The Natural Step Canada; Unilever Canada; Walmart Canada; Wentworth Technologies.

CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Stephanie Jaworski

RESOLUTION NO 162-2022

SECONDED BY

DATE June 20, 2022

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

THEREFORE BE IT RESOLVED THAT the Province of Ontario increase the Rural and Northern Education Fund (RNEF) to \$50 million;

THAT should the current moratorium on accommodation review and school closures be lifted, that the moratorium remains in place for schools that qualify for the RNEF until a thorough review of the education funding formula is completed;

THAT before templates required by the 2018 Pupil Accommodation Review Guideline are developed, there be consultation with school boards and community groups including the Community Schools Alliance;

AND THAT a copy of this resolution be forwarded to the Minister of Education, MPP-elect Nolan Quinn, the Community Schools Alliance and all Ontario municipalities.

☐ CARRIED

☐ DEFEATED

☐ POSTPONED

Mayor Lyle Warden

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

CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Stephanie Jaworski

RESOLUTION NO 162-2022

SECONDED BY

DATE June 20, 2022

BE IT RESOLVED THAT the Township of South Glengarry hereby supports the resolution passed by the City of Brantford at its Special Meeting held May 17, 2022;

AND FURTHERMORE THAT the Council of the Township of South Glengarry 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 or the City of Brantford;

AND THAT a copy of this resolution be forwarded to Prime Minister Justin Trudeau, Premier Doug Ford, Minister of Crown-Indigenous Relations Marc Miller, Minister of Indigenous Services Patty Majdu, Minister of Indigenous Affairs Greg Rickford, Primate of the Anglican Church of Canada Linda Nicholls, MP Eric Dunca, MPP-elect Nolan Quinn, the Survivors' Secretariat and all Ontario municipalities.

☐ CARRIED

☐ DEFEATED

☐ POSTPONED

Mayor Lyle Warden

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

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: June 20, 2022

SUBJECT: Private Roads – Summer Maintenance

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


BACKGROUND:

1. The Township of South Glengarry is a rural municipality with many private roads accessing waterfront properties.
2. Aside from setting the width of rights-of-ways and suggesting construction and maintenance standards, the Township has no jurisdiction over private roads. Furthermore, the Township acknowledges no responsibility for access, snow clearing, maintenance, repair, liability, or other obligation for unassumed private roads as stated in Policy 01-2021 for the “Assumption of Private Roads Policy and Minimum Road Construction Standard” which was adopted through By-law 07-2021 (attached).
3. Past Township practices included offering the rental of a Township grader and a Township operator to residents for \$75/hour. These forms were unfortunately not discontinued following the adoption of Policy 01-2021.
4. Administration continues to receive requests for these services.
5. Most private roads do not meet the Township’s minimum standards (Policy 01-2021) and are not built to accommodate heavy equipment maneuvering.
6. Providing road maintenance of private roads places the Township at risk of liability on private property.
7. The existing fee of \$75/hour for the equipment rental and operator is lower than market rate. The Township is effectively competing for “business” against our local Contractors – who the Township hires for similar work at a higher rate.
8. The existing fee of \$75/hour provides services to private road owners at a loss to the Township when considering the “all-in” cost of equipment, operator, fuel, travel time, and administration of the request.

9. Redirecting valuable staff time to maintaining private roads means that staff are not working to maintain the municipalities infrastructure assets, which are many.

NEXT STEPS:

Administration is seeking Council's acknowledgement of Administration's intent to enforce the Private Roads Policy.

South Glengarry				POLICY
Policy Number:	01-2021	Review Frequency:	5 Years	
Approved By:	Council	Date Approved:	January 18, 2021	
		Revision Date:		
Subject:	Private Roads Policy And Minimum Road Construction Standards Schedule "A" To By-Law #03-2021			

1. RATIONALE

The Township of South Glengarry is a rural municipality with many private roads accessing waterfront properties. There is an increasing demand for waterfront and water view development. Many of the current roads are seasonal and/or private roads, and as development continues and land transfers occur, there will be a demand for the municipality to upgrade and/or assume some of these roads.

Private roads are the principal means of access for many waterfront property owners. Aside from setting the width of rights-of-ways and suggesting construction and maintenance standards, the Township has no jurisdiction over private roads.

The Assumption of Private Roads Policy and Minimum Road Construction Standards will establish how the Township will control road construction standards as well as determine who will be responsible for the costs associated with achieving these standards.

It is the intent of the Council of the Township of South Glengarry to protect the municipality and its residents from incurring tax increases to finance road construction and upgrades that are the responsibility of developers, and in some cases residents whose properties are abutting and/or accessed by seasonal and/or private roads

Unless it is clearly in the public interest and for the general benefit of the Township as determined by Council, it is not intended that private roads will be assumed by the Township and no responsibility for access, snow clearance, maintenance, repair, liability or other obligation is acknowledged for such unassumed road.

Council shall review each proposal on a case by case basis to determine if the assumption of that road would best serve the Township and the residents therein.

2. POLICY STATEMENT

The purpose of this policy is to establish the process to be followed and the minimum construction standards required for any private road, prior to Council's consideration of possibly assuming the road for public use and providing maintenance by Township resources.

It is in the public's interest that all roadways assumed by the municipality meet a minimum standard. To this end the Township Council will, upon request only and as budget allows, consider assuming private roads which meets the Township's minimum road construction standards as specified in Appendix 'A' attached hereto. The costs associated with the works necessary to meet the minimum construction standards and administrative and legal costs associated with the assumption of the road shall be borne by the Proponents.

3. OFFICIAL PLAN (SDG)

The County Official Plan is an upper tier Plan with detailed policies that reflect provincial, County and local interests. Local Municipalities rely on the County Official Plan as a single tier Official Plan. The County Official Plan also contains guidance for more detailed policies for community development.

Section 4.3.6.4 of the Official Plan states the following:

Private roads are under private ownership serving multiple properties. New private road construction will be limited to minor extensions to existing private roads where public road frontage cannot be provided, or as part of a condominium or in a park, campground, mobile home park or on the lands of a public authority. Where private roads are permitted, effective legal mechanisms should be used to achieve minimum road standards, permanent access, and long-term maintenance. This may include Plan of Condominium or private easements.

Local Municipalities are not obliged to assume a private road but may do so where the road is constructed or improved to municipal standards without an amendment to this Plan. Roads constructed as part of a condominium shall be constructed to municipal standards. No new lot creation will be permitted on a private road other than for a condominium development or mobile home park.

Local Municipalities or school boards are not obliged to provide services (e.g. emergency services, garbage collection, school bussing) on private roads which are impassable or sub-standard.

4. ASSUMPTION OF PRIVATE ROADS

Council may assume a private road where the standards meet the design and construction requirements for township roads or are constructed to an alternative standard acceptable to Council, and where the road allowance is dedicated (transfer of title) to the municipality and is surveyed.

If it is physically impossible to widen an existing substandard private road, Council may, at its discretion, accept a lesser width.

Prior to deciding on the assumption of a private road, Council may require a cost-benefit analysis to determine if the operational costs of assuming and maintaining the road will be offset by property tax revenues. The costs for upgrading a private road to a Township standard will typically be borne by the adjacent property owners (e.g. survey, legal and construction costs).

4. POLICY PURPOSE

This policy establishes guidelines and minimum standards for the upgrading of existing private roads. The goal of this policy is:

- to ensure consistency in the upgrading of existing and construction of new municipal roads;
- to ensure adherence to the Official Plan;
- to ensure that Proponents build new municipal roads to a minimum municipal standard;
- to avoid passing any new development costs to ratepayers of the municipality; and
- to control the means by which the Township may assume private roads to provide fairness and consistency

5. DEFINITIONS

These definitions are included solely for the purpose of understanding this policy.

“Council” shall mean the municipal Council of The Corporation of the Township of South Glengarry

"Manager" shall mean the General Manager of Infrastructure Services or his/her designates.

"Municipal Roads" shall mean roads and highways that have been assumed by the municipality and are maintained year-round by the municipality

"Private Roads" shall mean roads that have not been assumed by the municipality, which provide access by means of a registered right-of-way to private property; the use and maintenance of which is the responsibility of the abutting landowners

"Proponents" shall mean developers, residents, or ratepayer or other associations who are building a new road or are upgrading or requesting the municipality to upgrade an existing private road to a municipal road for assumption and maintenance.

"Township" shall mean the Corporation of the Township of South Glengarry.

6. POLICY INTENT

It is the intent of the Township of South Glengarry:

- to provide minimum construction standards for private roads within the Township.
- to provide standard guidelines for all private roads within the Township.
- to apply consistently the minimum standard to ensure the quality of new road construction and the upgrading of existing roads to municipal roads.
- to ensure that all Proponents are held to the same standard of quality.
- to not assume responsibility for or maintenance of any private road except as outlined below. Should Council ever deem it necessary to assume such a road, it must first be brought up to municipal standards as detailed in Appendix ‘A’.
- to provide an equitable and fair process for undertaking any road improvements and collecting the cost of such improvements from the benefiting property owners through the provisions of the *Municipal Act, 2001*, Local Improvement Charges (O. Reg. 586/06) – Priority Lien Status regulations.

7. POLICY PROCEDURE, IMPLEMENTATION AND ROAD STANDARDS

When submitting a proposal to the Township, all documentation and information must satisfy Council that the assumption of the private road is in the public interest, and that the Proponent acknowledges and accepts that any and all costs associated with such assumption are to be borne by the Proponent, and the following procedures applied.

8. CRITERIA FOR COUNCIL

Without being necessarily limited to the following, Council should consider the following criteria in determining if it is in the public interest to assume a private road:

- Does the road serve, or will it serve, five (5) or more separate and distinct

private parcels of land which are being used, or are capable of being used for the purposes permitted within that zone, on a year-round basis?

- Would the assumption of the road over-extend existing municipal roads maintenance programs, operations and resources?
- Are there bridges or Culverts on the Private Road that will need to be inspected and evaluated for Structural Adequacy as per the Ontario Structures Inspection Manual.
- Was the road constructed to the standards as stated herein, thus avoiding costly future repairs?
- Will the assumption of the road promote further desired development?
- Would further development require the road to be extended?
- Would further development on this road over-extend existing municipal services?
- Would the road facilitate the safe and efficient movement of goods and people?
- Council must be satisfied that not less than two-thirds of all property owners who will receive direct benefit from the assumption of the road agree to the undertaking of the study and the assumption of the private road by the Township.
- Council must be satisfied that the Conservation Authority has been notified and regulations are followed where there could be any interference with wetlands or any alterations to shorelines and watercourses.
- Is there a reference plan prepared by an Ontario Land Surveyor documenting the lands affected by the proposed assumption?
- Has the Proponent provided original deeds and certification of title for the lands in question prepared by the Proponent's Solicitor?
- Has the Township received a legal opinion on the ownership status of the subject road and a risk assessment of assuming or not assuming the road?

9. IMPLEMENTATION

The Township shall only consider the assumption and maintenance of private roads following receipt of a petition to Council in accordance with the Local Improvement Charges – Priority Lien Status regulations, and if the road is brought up to the standards of the Township as detailed in Appendix "A" to this policy.

The petition must contain the signatures of two-thirds (2/3) of the property owners having frontage on the road to be assumed and representing at least one-half (1/2) of the assessed value of the lots liable to be specially charged for the work.

Acknowledgement from the petitioners that if the Township undertakes a Local Improvement to bring the road up to Township standards the cost of the work shall be borne by the Proponents and the Township will impose special frontage charges on the lots that abut the work and other lots that will immediately benefit from the work.

Included in the special frontage charges under the Local Improvement regulations will be; property acquisition costs (if any), capital construction costs, engineering and legal expenses, surveying costs, reasonable administrative costs and interest on short and long- term borrowing.

Upon receipt of a petition requesting assumption of a roadway, Township staff will verify the sufficiency of the petition, i.e., petitions not supported by two-thirds of the property owners will not be considered, or assumption of portions of a road less than 500 meters will not be considered unless the road links existing maintained Township roads

Township staff will prepare an Administrative Staff Report and if Council agrees "in principle" with the possible assumption of the road then the work

will proceed following the Local Improvement Charges – Priority Lien Status regulations.

Prior to assuming the road section, the Township shall request an independent review of the subject road, including bridges and culverts, at the Proponent's expense. This review will include a report on the as-built condition of the existing infrastructure by a professional engineer and a cost-benefit analysis to determine the life cycle asset management costs, the operational costs of maintaining the infrastructure and the impact on Township resources. In addition, the consultant will prepare, as part of the engineering report, an estimate of all costs relating to the construction or reconstruction of the non-assumed road to the standards as stated herein. The cost of the independent engineering review and cost-benefit analysis will be borne by the Proponents.

Prior to the commencement of an engineering study the Proponent shall submit to the Township a refundable deposit of five thousand dollars (\$5,000.00). The General Manager Infrastructure Services is to provide the Proponent with the Engineer's estimate and an additional deposit may be required prior to proceeding. This deposit will be used to cover the engineering review costs and the amount may be increased as needed if the review is more complex.

Any amount of the deposit not needed to cover the independent review will be returned to the Proponent.

Any formal requests and petitions for road assumption received after August 31st will not be considered until the following year to avoid unreasonable demands on the Township's winter control operations.

10. DEVELOPMENT AGREEMENT

Prior to the commencement of any construction or reconstruction the Township and the Proponent shall enter into a Development Agreement, which will address all matters pertaining to the road assumption, financial, and otherwise, and shall be registered on title for all applicable properties.

The Development Agreement in addition to addressing the technical and financial aspects of the road assumption shall require:

- The Proponent shall provide proof to the Township that the Contractor is qualified, experienced and has the equipment and personnel to successfully complete the work and provided WSIB Clearance Certificates and adequate liability insurance in accordance with the Township's Procurement By-law.
- The Proponent shall obtain all necessary permits and approvals as required. Construction or installation of services shall not take place until the Proponent has obtained all necessary permits and approvals and has complied with all requirements as outlined by the General Manager Infrastructure Services.
- The Proponent to survey and convey to the Township, if non-municipally owned property, free and clear of all encumbrances, title to the land on which the road to be assumed is located, and the said lands shall be not less than 20 meters (66 feet) in width, together with any easements necessary for drainage and utilities.
- In the event the Proponent fails to proceed with the required construction or reconstruction as identified herein, there shall exist no obligation on the part of the Township: to continue with any construction or reconstruction as required, to reimburse the Proponent for any costs that he or she has incurred with the proposal, or to assume the road or any part thereof into the municipal road system, until such time as all construction or reconstruction as required is completed to the

standards as identified herein.

11. TOWNSHIP ROAD STANDARDS

The Geometric Design of roads, including horizontal and vertical alignment, will be based upon the Geometric Design Standards for Canadian Roads, as published by the Transportation Association of Canada.

The Road Standards are to be consistent with the Road Standards and Typical Sections from the Townships Subdivision Development and Site Plan Design Guidelines.

Appendix 'A' to this policy provides specifics for the Minimum Road Construction Standards that must be met prior to the assumption of any private road.

Road improvements and work necessary to bring a road up to the standards listed in Appendix 'A' may include; property acquisition for road allowance widening, tree removal, road base and/or surface improvements, drainage improvements, horizontal and vertical alignment improvements, removal of encroachments and signage installation.

APPENDIX ‘A’

TOWNSHIP OF SOUTH GLENGARRY MINIMUM ROAD
CONSTRUCTION STANDARDS

Road Construction Standards	Private Roads Guidelines
Right-of-Way	20 m (66')
Minimum Clearing Width	10 m (33')
Design Speed	40 km/hr.
Maximum Grade	8%
Surface Width	7 m (23')
Shoulder Width	0.3 m Each Side
Turnarounds OPSD 500.01 Min. Type 'B'	10 m (33') Radius Including Shoulder
Surface Material Granular "A" Compacted Depth	150 mm (6")
Base Material or Cover over Bedrock Granular “B” Compacted Depth	300 mm (12") (Depending on Sub-Grade Material)
Ditches	0.5 m (1.5')
Culverts	300 mm (12") CSP or Approved Equivalent

ITEM FOR CONSIDERATION

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: July 20, 2022

SUBJECT: Request to Modify Farlinger Drive Turnaround

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

Background

1. Council received a written request from the developers of Farlinger's Point Subdivision on May 10, 2022 to consider modifying the existing turnaround at the south end of Farlinger Drive (**Figure 1**) to a "hammerhead" configuration.
2. The letter describes known smuggling activities that occur at the St. Lawrence River landing area adjacent to the existing turnaround and notes that the OPP and RCMP are aware but are not able to respond quickly enough to improve the situation.
3. The letter included a recent news article written December 2, 2021 that reports on the RCMP seizing 59 illegal firearms at this location. This news article is attached to this Report.
4. The "landing area" along the St. Lawrence River is owned privately by the landowners, with the paved turnaround area owned by the Township.
5. The letter request suggests that modifying the existing turnaround to move the edge-of-asphalt northward and away from the landing area would allow the landowners to create a landscaping buffer area complete with security cameras and lighting that would reduce or eliminate the current level of unwanted activity on Farlinger Drive. Thereby improving the general feeling of safety in the area.
6. The landowners have engaged with EVB Engineering to identify a suitable configuration for the area (suggested a hammerhead) and have indicated that they (the landowners) would cover all associated costs of construction and related charges.

7. As shown in **Figure 1**, there are only two driveways that would be impacted by the modifications to the turnaround and they are currently owned by the landowners.

Next Steps

If Council would like to proceed with modifying the existing turnaround at the south end of Farlinger Drive, Administration can work with the landowners and their Engineering firm to identify an appropriate design.



Figure 1. Existing Turnaround on Farlinger Drive

OTTAWA

OTTAWA | News

RCMP seize 59 illegal firearms at Canada-U.S. border near Cornwall, Ont.



The RCMP showed off the 59 illegal firearms seized at the Canada-U.S. border near Cornwall, Ont. by officers on Nov. 26. (Photo courtesy: Twitter/RCMPONT)



Josh Pringle
CTV News Ottawa Digital Multi-Skilled
Journalist

[Follow](#) | [Contact](#)

Published Dec. 2, 2021 12:49 p.m. EST

Share

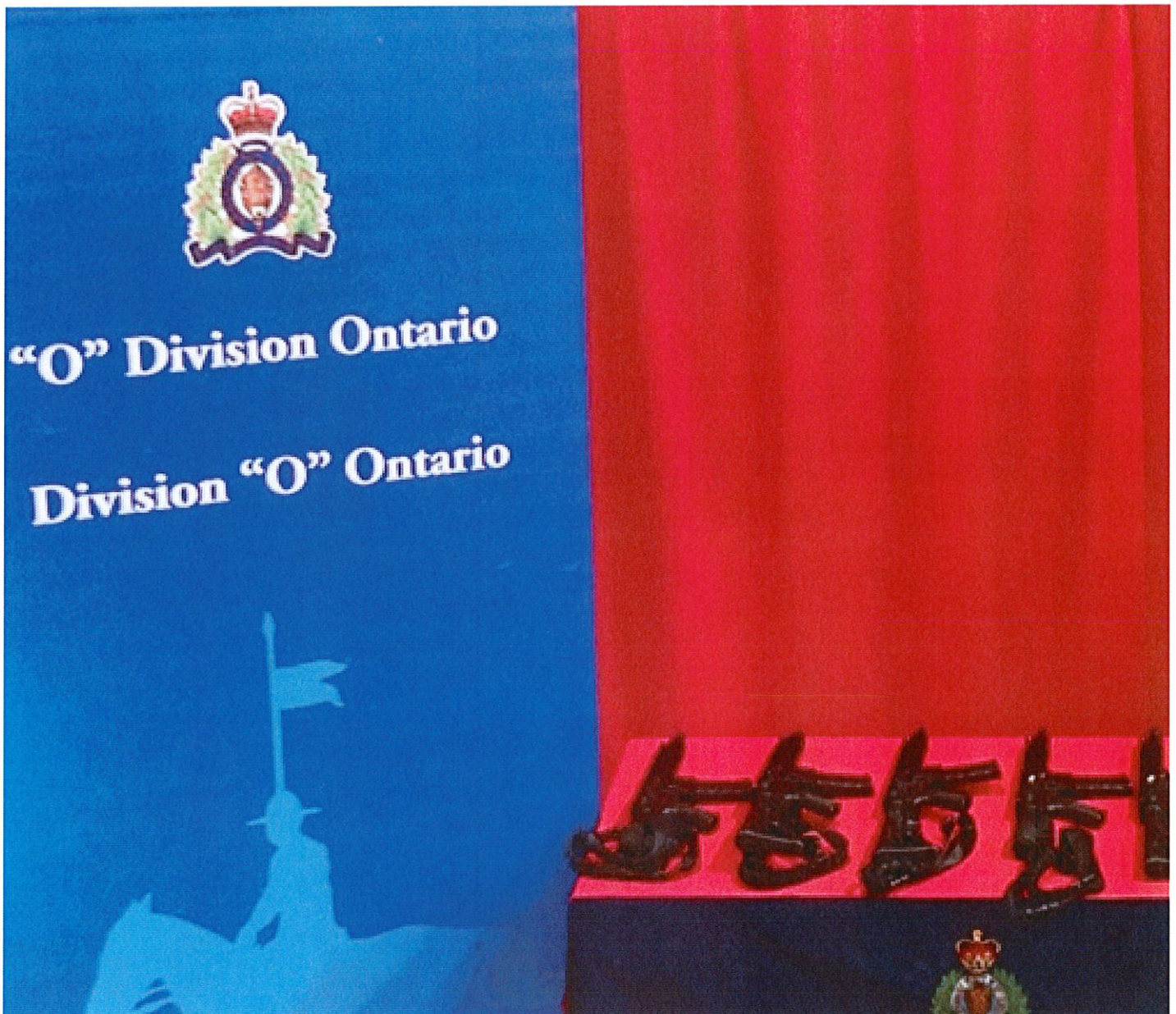


Two people crossed a river by boat into Ontario with 59 illegal guns and were arrested, according to police.

In a [press release posted on December 2](#), Cornwall RCMP said members with their integrated border integrity team conducted a firearms smuggling investigation on November 26 after two people crossed the St. Lawrence River into Cornwall.

Three big bags were taken off the boat and put into a vehicle that left the area, police said. RCMP then carried out a roadside stop of the vehicle and found illegal firearms and high-capacity magazines. Officers seized a total of 53 restricted and prohibited pistols, 6 prohibited rifles, and 110 high-capacity magazines.

"As is the case with the vast majority of unlawful guns, it is believed these firearms were destined for criminal networks and illicit gun trafficking groups," RCMP wrote in the release.



**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 45-2022
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 20, 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 20TH DAY OF JUNE 2022.***

MAYOR: _____ **CLERK:** _____