

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

Monday, June 19, 2023, 7:00 PM  
Tartan Hall - Char-Lan Recreation Centre  
19740 John Street, Williamstown

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	<b>Pages</b>
1. CALL TO ORDER	
2. O CANADA	
3. DISCLOSURE OF PECUNIARY INTEREST	
4. APPROVAL OF AGENDA	
Additions, Deletions or Amendments	
All matters listed under the consent agenda, 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.	
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11.	CLOSED SESSION	
	BE IT RESOLVED THAT Council convene to Closed Session to discuss the following item 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 considered is;	
	(f) advice subject to solicitor-client privilege	
	Specifically: legal advice, ongoing litigation	
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**TOWNSHIP OF SOUTH GLENGARRY  
REGULAR MEETING MINUTES**

**June 5, 2023, 7:00 p.m.  
Tartan Hall - Char-Lan Recreation Centre  
19740 John Street, Williamstown**

PRESENT: Mayor Lachlan McDonald  
Deputy Mayor Martin Lang  
Councillor Stephanie Jaworski  
Councillor Sam McDonell  
Councillor Trevor Bougie

STAFF  
PRESENT: Acting CAO/Director of Corporate Services/Clerk  
Kelli Campeau  
Fire Chief Dave Robertson  
GM of Infrastructure Sarah McDonald (virtual)  
GM of Finance/Treasurer Soday Jain  
Director of Development & Chief Building Official  
Chris Raabe  
Economic Development Officer Jennifer Treverton  
Exec. Assistant/Comms. Coordinator Michelle  
O'Shaughnessy  
Deputy Clerk Kayce Dixon

1. CALL TO ORDER

**Resolution 168-2023**

Moved by Deputy Lang  
Seconded by Councillor Jaworski

BE IT RESOLVED THAT the June 5, 2023 Council Meeting of the  
Township of South Glengarry now be opened at 7:00 pm

CARRIED

2. O CANADA

3. DISCLOSURE OF PECUNIARY INTEREST

4. APPROVAL OF AGENDA

**Resolution 169-2023**

Moved by Councillor McDonell  
Seconded by Councillor Bougie

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

CARRIED

5. APPROVAL OF MINUTES

**Resolution 170-2023**

Moved by Councillor Jaworski  
Seconded by Deputy Lang

BE IT RESOLVED THAT the minutes of the following meetings, including Closed Session minutes, be adopted as circulated.

- Public Meeting Minutes - May 15, 223
- Previous Meeting Minutes - May 15, 2023

CARRIED

- 6. PRESENTATIONS AND DELEGATIONS
  - 6.1 Alteration of Green Road (Gore/Spring Creek) - Jocelyne Lapierre
  - 6.2 Township Grader Rentals - David Rawnsley
- 7. ACTION REQUESTS
  - 7.1 2023 Pride Month (Kelli Campeau)

**Resolution 171-2023**

Moved by Councillor McDonell  
Seconded by Councillor Bougie

BE IT RESOLVED THAT Staff Report 76-2023 be received and that the Council of the Township of South Glengarry hereby recognizes June 2023 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 pride flag be raised at the municipal office in Lancaster and the Char-Lan Recreation Centre for the month of June.

CARRIED

- 7.2 Request for Alteration of Green Road (Sarah McDonald)

**Resolution 172-2023**

Moved by Councillor McDonell  
Seconded by Deputy Lang

BE IT RESOLVED THAT Staff Report 78-2023 be received and that the Council of the Township of South Glengarry, with respect to the request to alter the unopened road allowance identified as PIN 67137-0088 east from 5<sup>th</sup> Line Road requests additional information from the applicant.

CARRIED

- 8. BY-LAWS
  - 8.1 CIP Agreement with A.L. MacDonald Grocery Ltd. (Jennifer Treverton)

**Resolution 173-2023**

Moved by Councillor Bougie  
Seconded by Councillor Jaworski



BE IT RESOLVED THAT Staff Report 79-2023 be received and that By-law 40-2023, being a by-law to enter into a CIP Agreement with Betty Macdonald be read a first, second and third time, passed, signed and sealed in open council this 5th day of June 2023 and furthermore, that the Mayor and Clerk be authorized to sign all applicable documents.

CARRIED

8.2 Appointment – Deputy Chief Building Official (Chris Raabe)

**Resolution 174-2023**

Moved by Councillor McDonell  
Seconded by Councillor Bougie

BE IT RESOLVED THAT Staff Report 80-2023 be received and that By-law 37-2023, being a by-law to provide for the appointment of a Deputy Chief Building Official be read a first, second and third time, passed, signed and sealed in open council this 5th day of June 2023.

CARRIED

8.3 Appointment – Building Inspector (Chris Raabe)

**Resolution 175-2023**

Moved by Councillor Jaworski  
Seconded by Councillor Bougie

BE IT RESOLVED THAT Staff Report 81-2023 be received and that By-law 38-2023, being a by-law to appoint a Building Inspector be read a first, second and third time, passed, signed and sealed in open council this 5th day of June 2023.

CARRIED

8.4 Filion Drain Engineer’s Report – Third and Final Reading (Kelli Campeau)

**Resolution 176-2023**

Moved by Deputy Lang  
Seconded by Councillor McDonell

BE IT RESOLVED THAT Staff Report 82-2023 be received and that By-law 24-2023, being a by-law to provide for updates to the Filion Drain pursuant to Section 78 of the Drainage Act be read a third and final time, passed, signed and sealed in open council this 5th day of June 2023.

CARRIED

9. ITEMS FOR CONSIDERATION

- 9.1 2022 South Glengarry Data Call (Recycling) Overview
- 9.2 Boil Water Advisory (May 2023)
- 9.3 Glen Walter Water Tower Public Information Centre Summary
- 9.4 Women of Ontario Say No

Deputy Mayor Lang requested that a support resolution be brought forward at the next meeting.

9.5 Minister of Municipal Affairs and Housing Letter - Resolution - Retain Surplus Proceeds from Tax Sales

Councillor Jaworski supported bringing forward a resolution of support.

9.6 Resolution - Insurance Costs (Municipality of Tweed)

Councillor Bougie requested a support resolution come forward.

10. CONSENT AGENDA

**Resolution No. Resolution 177-2023**

Moved by Councillor Jaworski

Seconded by Councillor McDonell

BE IT RESOLVED THAT Council accepts the items listed on the Consent Agenda.

CARRIED

10.1 RRCA Board Meeting Minutes - 2023-05-30

10.2 Environment Committee Minutes

10.3 Committee of Adjustments Minutes - 2023-05-15

10.4 CIPAC Meeting Minutes - 2023-05-16

10.5 CIPAC Orientation Meeting Minutes - 2023-05-09

10.6 Cornwall Regional Airport Commission Minutes - 2023-04-25

10.7 Inventory of RRCA Programs and Services - South Glengarry Memo - May 2023

10.8 International Lake Ontario-St. Lawrence River Board - Media Release

10.9 Upper Canada District School Board - Ward 7 Trustee

10.10 NCPS Municipality Introduction Letter

10.11 MNRF Rabies Control Operations

10.12 Seniors Month Factsheet

10.13 2023 OSAA Call for Nominations

10.14 Resolution - Legislative Amendments (City of Cambridge)

10.15 Resolution - Highway Traffic Act Amendments (City of Cambridge)

10.16 Resolution - Pole Infrastructure (Municipality of Tweed)

10.17 Resolution - Use of Long Term Care Funding to Support Community Care Services (City of Stratford)

10.18 Resolution - Aerodrome (Township of Armour)

10.19 Resolution - Bill 5 Letter of Support (Municipality of Casselman)

10.20 Resolution - Bill 97 (SDG Counties)

10.21 Resolution - Municipal Heritage Register (Town of Lincoln)

10.22 Resolution - Proposed New PPS (Prince Edward County)

11. CLOSED SESSION

**Resolution 178-2023**

Moved by Councillor McDonell

Seconded by Councillor Bougie

BE IT RESOLVED THAT Council convene to Closed Session to at 8:56 pm discuss the following item 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 considered is,

(b) personal matters about an identifiable individual

Specifically: Committee Applicants

CARRIED

**Resolution 179-2023**

Moved by Councillor McDonell

Seconded by Councillor Jaworski

BE IT RESOLVED THAT Council rise and reconvene at 9:08 pm into open session without reporting.

CARRIED

**Resolution 180-2023**

Moved by Councillor Bougie

Seconded by Councillor McDonell

BE IT RESOLVED THAT Administration be directed to carry out all actions as specified in the Closed Session minutes.

CARRIED

12. CONFIRMING BY-LAW

**Resolution 181-2023**

Moved by Councillor Bougie

Seconded by Councillor McDonell

BE IT RESOLVED THAT By-law 39-2023, 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 5th day of June 2023.

CARRIED

12.1 Confirming By-law 39-2023

13. ADJOURNMENT

**Resolution 182-2023**

Moved by Deputy Lang  
Seconded by Councillor McDonell

BE IT RESOLVED THAT the Council of the Township of South Glengarry  
adjourn to the call of the chair at 9:08 pm.

CARRIED

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Mayor

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Clerk

Dear Lachlan McDonald,

Hello, my name is Terry Poplett.

I live on 1st Line Road. I'm on the North West corner of 1<sup>st</sup> Line and Hwy 18 (or Con 5 if you prefer).  
4848 1<sup>st</sup> Line Rd.

I'd like to bring a situation to your attention.

I've lived at this location almost 30 years, the first 27(ish) years in a home next to where I reside now, and 3 years plus at this location. The home I owned next door had 100 acres of land and I contributed to the community by keeping my land active, and having local farmers use my property for grazing heifers and cutting hay. Over the years, I and my neighbours have lived in harmony with the community and with the quarry located 2 klm north of my present location.

What has been happening, mind you, over the last 4 or five years, has been a steady decline in the quality of life for me and the other residents on the dirt road section of 1<sup>st</sup> Line Rd between Con 8 and Hwy 18. Our concession road has been deteriorating for years. Not to mention the plumes of dust generated by the heavy traffic on this section of road, that can be in the hundreds during construction season. The condition of the road is now maintained on a sporadic basis, and generally only receives attention when phone calls or complaints are expressed to your office. When attention is paid to this road, it appears to be the bare minimum, with the least amount of attention paid to the road surface and calcium being withheld for days and even weeks!

This situation is deplorable! I've been asked by the eight families living on this road to represent them in the hopes of rectifying the daily hardships we have to put up with living here now. From noisy banging trucks and tractor trailers due to washboard road surfaces, and not being able to enjoy our yards and outdoors due to plumes of dust, as well as having to keep windows closed, these conditions are unacceptable. The young children (there are eight children, from newborns to eight year olds) are often kept indoors due to the dusty conditions. I can go on and on.

My reason for writing you is to bring our plight (and yes, it is a plight) to your attention. Over the years, I've personally communicated directly with your the Roads Dept., Mayor, Deputy Mayor, Councillors, and the Representatives of the Quarry, all to no avail. I've received very polite replies, and even some suggestions to permanent solutions to this situation, yet nothing has come to fruition for years. Every year rolls into the next with only a deterioration of the road and our quality of life.

I have been allowed to appear in front of council this coming Monday the 19<sup>th</sup> of June at 7pm. I would greatly appreciate your attention or assistance in this matter. You stood in my driveway during the election cycle asking for my support and vote, when I raised my concerns about the road, you told me you would do what you could and you would look into our situation. We shook hands on that promise. I'll take it for granted that you are a man of your word, and I hope you can help with the residents of 1<sup>st</sup> Line Road's quest for a better standard of living. Your "Message from the Mayor" on the townships web page suggests that you care about our quality of life.

Thank you for time in this matter, and please feel free to forward this email to council if you think that might be helpful.

Sincerely,  
Terry Poplett



## Message from the Mayor

On behalf of Council and staff at the Municipality, I would like to take this opportunity to extend a warm welcome to South Glengarry.

Our goal is to provide a website that is easy to access information on Township services, events, and what is happening in and around South Glengarry, and to further enhance our Council's commitment and dedication to our residents by ensuring that we are delivering the best possible services.

South Glengarry is a beautiful Municipality with over 13,500 residents and is a wonderful environment to live, work and play! When it comes to family living, South Glengarry combines the best that country living has to offer all within easy access to urban areas. The Municipality is comprised of 8 rural Hamlets, including Glen Walter, Lancaster, North Lancaster, South Lancaster, Bainsville, Green Valley, Martintown and Williamstown. While here visit our walking trails, 9 active parks, 14 natural areas, campgrounds, beaches, take in a local hockey game or visit one of our beautiful historic sites. South Glengarry has a bit of something for everyone

Our Council and staff continue to strive to provide our residents and visitors with services that are second to none. We encourage you to visit South Glengarry!

Explore the website to learn more about programs and services offered to you. We are committed to providing you the information that you require and thank you for visiting.

Warm Welcome,

Lachlan McDonald

Mayor, Township of South Glengarry



# Cornwall SDG Human Service Department – Delegation

## South Glengarry Vacant Land Report



# housing revitalization plan

Adopted in 2020, the purpose of the Plan is two-fold:

1. Review existing social housing sites and explore opportunities for revitalization and redevelopment to allow the Department to plan for and accommodate current and future housing needs.
2. Analyze housing needs within Cornwall, Stormont, Dundas, and Glengarry considering demographics, employment, labour markets, and the need for affordable housing in order to plan for any new housing developments.

The desired outcome of this exercise is to inform long term strategic plans that provides clear and achievable goals to effectively meet the current and future demand for social housing in Cornwall, Stormont, Dundas, and Glengarry. The HRP's objective is to provide directions and recommendations for potential regeneration, refurbishment, and repurposing of existing housing stock, as well as future acquisitions (including new builds).

The housing needs assessment showed that over a ten-year period from 2021 to 2031, approximately 740+ units will be required in the Cornwall and SDG area. Over 40% of the identified housing needs will be in the City of Cornwall.

The total cost of development over the time periods 2021 to 2026 and 2027 to 2031 is estimated to be approximately \$160 million and \$80 million respectively.

Additionally, any regeneration of existing units should be replacement should be done on a one-to-one basis.

Part of this plan also included a review of municipally owned vacant land in Cornwall and S.D.&G. for future affordable housing.

*Excerpt from Cornwall SD&G Housing Revitalization Plan – Colliers - 2020*

## Revitalization<sup>report</sup> highlights





# development updates



## 9th & McConnell

- 77 \* 1-bedroom Unit building
- 24 \* Rent-Geared-to-Income
  - 24 \* Median Market
  - 28 \* Market

Occupancy of residential units is scheduled for July 1<sup>st</sup>, 2023.

4466 square feet commercial space – future Housing Services offices.

Occupancy of commercial spaces is scheduled for July 1<sup>st</sup>, 2023.

Pitt St. North

Following architectural designs, this site will see 9 buildings each containing 9\* two-bedroom units.

Phase 1 – will see the construction of 3 buildings (27 units) with the completion of the full lateral infrastructure.

Construction of future phases will be based on available funding.



## Glen Morris Expansion - Morrisburg

The City of Cornwall is pursuing options for construction, in two-phases, on lands currently part of the social housing portfolio.

The subject property is 12446 County Road #2 which currently houses Morris Glen Court Apartments, a 30 \* one-bedroom unit complex.

Phase one of the development, which would be partially funded by the Social Services Relief Funds Phase 5, would consist of a 3-storey building with 17\* 2-bedroom units (5 \* 2-bedroom units on the first floor and 6 \* 2-bedroom units on each of the 2<sup>nd</sup> and





The City of Cornwall and the United Counties of Stormont Dundas and Glengarry are fortunate to have communities that care deeply about housing all members of the community and partners that are aligned, innovative and action oriented.

To effectively support the ambitious goals laid out in the Ministry of Municipal Affairs and Housing (MMAH) approved local Five-Year Update to the Housing and Homelessness Plan (the Plan), the Housing Revitalization Plan, and the 4 separate regional Housing Reports, there was a recognized need to form a Working Group to be tasked with developing and realizing common strategies and priorities related to affordable housing.

### **Purpose**

The purpose of the Affordable Housing Progress and Development Collaborative (A HOME) is to improve service integration, which will promote positive development in the City of Cornwall, Stormont, Dundas and Glengarry housing and homelessness situation.

Through regularly scheduled meetings the Collaborative will:

- Review, compare and create an action plan to achieve the common recommendations from amongst all the various Housing Reports (Dundas, Stormont, Glengarry, Cornwall and the 5-Year Housing and Homelessness Plan)
- Ensure that the ongoing goals and commitments, related to community housing, align with the Five-Year Update to the Plan and are achieved in a timely fashion
- Create a long-term development plan that identifies key areas throughout Cornwall, SD&G that can be developed for community housing (including a cost-analysis for development and potential surveys to be completed to pre-qualify the land)
- Discuss additional housing related opportunities and funding that the region can be leveraged (including how the private sector and other organizations can assist with those efforts)
- Provide input to the Service Manager into the work of the Collaborative including (but not limited to): annual Progress Reports, ongoing goals, commitments and measurable outcomes and recommendations which would be brought to Cornwall City Council, Upper and Lower Tier County/Municipal Councils, and the Joint Liaison Committee

# **A Home Collaborative**

## **Long-term Development Plan**

As per the Housing Revitalization Plan, a Portfolio approach is a method of planning for the overall portfolio as opposed to individual properties. This would aim to resolve the primary disadvantage of the piecemeal approach – time. The Portfolio approach can also utilize economies of scale and addresses many of the other disadvantages of the Piecemeal approach.

A corresponding challenge would be the sheer size of the undertaking and the need to plan for the long term by taking into consideration the potential uncertainties of the future. But it is clear from a project procurement and delivery standpoint that the Portfolio approach has advantages that help to implement revitalization efficiently and faster.

In order to assist with long-term planning, we will be hiring a consultant in 2023 to create a 10-year development plan (also a 7-year model that aligns with the EOWC 7-in7) which will:

- 1) Pre-qualify the approved municipally owned vacant land (including all necessary assessment);
- 2) Create draft site plans (to identify the # and type of units that can be built, while maintaining respect for existing neighbourhood design;
- 3) Financial costing to develop the necessary units identified.

With the document we intend to be “shovel-ready” when funding is available to begin development.



# EOWC's '7 in 7' Regional Housing Project

The EOWC endorses the urgent need for more housing of all types, including affordable community rental units. The EOWC is committed to delivering a bold, innovative regional housing plan that will deliver 7,000 community rental units leveraging an additional 21,000 in attainable market rate units over seven years.

## Housing Advocacy for 2023

### **Financial Framework**

- The EOWC is calling on the government to develop a strong financial framework to support municipalities in order to better prepare, plan and implement housing and related support services.

### **Standardizing Housing Definitions**

- The EOWC is advocating for the government to standardize language around housing and have clear streamlined definitions for both 'affordable' and 'attainable' housing.



Location	Address	Priority	Roll Number	PIN	Lot Size	Usage	Services	Current Owner	Other
Glen Walter	6618 Glen Walter Park Road	Tier Three 7-10 Years	010100601072500	671290462, 671290582	11.6 acres	Vacant Land south of Glen Walter Regional Park	Water/Sewer	Township of South Glengarry	Long term servicing and park plan needs to be developed before could be considered surplus - R1/Institutional Zoning









## **STAFF REPORT**

**S.R. No. 84-2023**

**PREPARED BY:**

Sherry-Lynn Servage, GM of Parks, Recreation and Culture

Sarah McDonald, GM of Infrastructure

**PREPARED FOR:**

Council of the Township of South Glengarry

**COUNCIL DATE:**

June 19, 2023

**SUBJECT:**

Williamstown Fair – Equipment Request Letter

**BACKGROUND:**

1. The St. Lawrence Valley Agricultural Society (SLVAS) typically submits an annual letter requesting items from the Parks, Recreation and Culture Department and Infrastructure Department to support the Williamstown Fair.
2. The Township works with the SLVAS on an annual basis and adjusts their operations to ensure the Williamstown Fair has the requested resources.
3. Administration has developed a standardized approach to community requests and therefore a report is being brought to Council for approval.

**ANALYSIS:**

4. The Parks, Recreation and Culture Department and Infrastructure Department will work with the SLVAS to deliver the requested services and does not foresee any issues providing this.

**IMPACT ON 2023 BUDGET:**

N/A

**ALIGNMENT WITH STRATEGIC PLAN:**

Goal 4: Improve quality of life in our community.

**RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report 84-2023 be received and that the Council of the Township of South Glengarry approve the equipment request from the St. Lawrence Valley Agricultural Society for the 2023 Williamstown Fair.

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**Recommended to Council for  
Consideration by:  
ACTING CAO – KELLI CAMPEAU**



St. Lawrence Valley Agricultural Society (SLVAS)  
Box 7, Williamstown ON, K0C 2J0  
Williamstown Fair  
"Canada's Oldest Annual Fair"

June 12, 2023

Township of South Glengarry  
6 Oak Street, Box 220  
Lancaster, ON.  
K0C 1N0

Att: Sherry-Lynn Servage

Dear Ms. Servage,

The St. Lawrence Valley Agricultural Society (Williamstown Fair) would like to request the loan of equipment from the Parks & Recreation Department for this year's fair. The fair takes place **August 11, 12 and 13, 2023**

Requested:

- Bleachers - 3 that are jointly shared  
- plus as many as possible from parks
- Picnic Tables - 12
- Long Tables - 30
- Recycle Bins - 10
- One way Signs - 2
- Paint Marker - 2-wheeled cart
- No Parking Signs - 30 portable signs
- "No Entrance - 1 sign  
One Way"
- Spread Calcium
- Water

If these could be delivered on the **Tuesday, August 8, 2023**, it would be greatly appreciated.

We truly appreciate the co-operation that we have received in the past and look forward to working together again this year.

If you have any questions or concerns don't hesitate to contact me at the number below.

Thank you,

Karen Dixon  
Secretary  
SLVAS  
Phone 613-528-1501  
[Karenldixon1972@gmail.com](mailto:Karenldixon1972@gmail.com)





## **STAFF REPORT**

**S.R. No. 85-2023**

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

**PREPARED FOR:** Council of the Township of South Glengarry

**COUNCIL DATE:** June 19, 2023

**SUBJECT:** Request for Alteration of Green Road

### **BACKGROUND:**

1. Council considered a request for alteration of a green road on [June 5, 2023](#). The unopened road allowances requested for alteration are currently identified as PIN 67137-0087.
2. The property requiring access is currently landlocked.
3. Council was uncomfortable with committing to a future public road at this location and requested more information from the applicant. Council also verbally indicated that they would consider a request for alteration (clearing) activities for the purpose of land access without the guarantee of a future municipally-maintained road.
4. The applicant has requested authorization to clear the unopened road allowance in accordance with By-law 33-14, Schedule 'A', Item 4.3: *"No person shall perform any work, remove any trees, soil, or other material or erect upon or use any unopened Original road allowance without the specific approval from Council."*

### **ANALYSIS:**

5. By-law 33-14 sets out the conditions for Use / Alteration of an Unopened Road Allowance. The applicant will be required to meet specific conditions as follows:
  - a. That a legal survey must be completed on the sections of the road allowance that would be cleared
  - b. All work must be completed at the applicant's expense
  - c. The applicant must provide proof of insurance
  - d. All work must be inspected by the Township

### **IMPACT ON 2023 BUDGET:**

N/A

**ALIGNMENT WITH STRATEGIC PLAN:**

N/A

**RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report 85-2023 be received and that the Council of the Township of South Glengarry approves the request to clear the unopened road allowance identified as PIN 67137-0088 east from 5<sup>th</sup> Line Road in accordance with By-law 33-14 and furthermore that the General Manager Infrastructure Services is authorized to enter into an agreement with Manbir Singh for the alterations.

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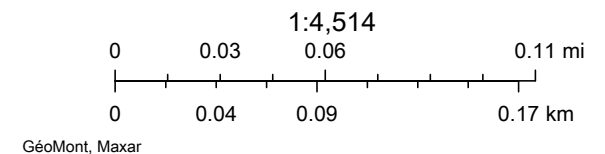
**Recommended to Council for  
Consideration by:  
ACTING CAO – KELLI CAMPEAU**

# Request for Green Road Alteration (June 2023)



2023-05-30, 3:07:47 p.m.

A = Property Identified as PIN 67137-0087





## **STAFF REPORT**

**S.R. No. 86-2023**

**PREPARED BY:** Dave Robertson, Fire Chief

**PREPARED FOR:** Council of the Township of South Glengarry

**COUNCIL DATE:** June 19, 2023

**SUBJECT:** Williamstown Fire Station Roof Options

### **BACKGROUND:**

1. The roof on the new site of the Williamstown Fire Station has reached the end of its life span earlier than was anticipated.
2. A 2016 Roofing Evaluation showed the roof with zero square feet of wet insulation and with an R value of 10.39, so its condition was understood to be fair to good.
3. The current roof is experiencing 3 known locations where water is leaking through the membrane and into the building.
4. During the 2023 Capital Budget discussions and at various times in the past, Council has expressed interest in replacing flat asphalt roof systems with alternative designs with a longer life span and lower life cycle costs.

### **ANALYSIS:**

5. Options for replacement roof include:
  - Replacement of the existing flat, asphalt roof with similar roofing system.
    - 15 yr. warranty (5 yr. labour)
    - Expected life span of 20 yrs.
    - November 2022 contractor estimate of \$184,000 with an updated addition of approximately 10% for a 2023 project.
  - Construct a wood truss roof with steel sheeting.
    - An engineer's report has been obtained and indicates this type of roofing system is acceptable to the existing building. This feasibility study was completed by EVB Engineering at a price of \$2,500. The report is attached as Appendix A.
    - The engineer's report has provided a Class D estimate (including a 10% contingency).

- As noted in the report, the work required would be engineering, existing roof system removal, truss and steel roofing material supply and installation, contractor fees and contingency.
  - The Class D estimate is \$460,100.
  - Life expectancy of a wood truss roof with metal sheeting would be 50+ yrs.
  - Should Council be in favor of a truss roof system, it should be noted that Fire Reserves currently sit at a net book deficit and thus there are not enough funds to facilitate the project in 2023 if tender submissions align with the Class D estimate.
6. It is the opinion of Administration that a truss roof system would be advantageous in that it will have greatly decreased maintenance costs and a longer life expectancy.
7. The recommendation of Administration would be to invest in short-term roof leak mitigation measures in 2023 to extend the life of the current roof and to defer the construction of a new wood truss roof with steel sheeting to the 2024 capital budget. The remaining 2023 Fire capital budget and additional tax dollars raised in 2024 will fund the project to completion next year.

#### **IMPACT ON 2023 BUDGET:**

8. Administration would limit short term roof leak mitigation measures to a maximum value of \$10,000 in 2023.
9. Remaining funds dedicated to this planned 2023 Capital project will remain in Fire Reserves. Those funds, along with additional tax dollars raised in 2024, will fund the construction of a wood truss roof to completion.

#### **ALIGNMENT WITH STRATEGIC PLAN:**

Goal 2: Invest in infrastructure and its sustainability.

#### **RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report 86-2023 be received and that the Council of the Township of South Glengarry direct Administration to proceed in 2023 with short term roof repairs to the Williamstown Fire Station.

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**Recommended to Council for  
Consideration by:  
ACTING CAO – KELLI CAMPEAU**





## TECHNICAL MEMORANDUM

**TO:** Township of South Glengarry  
Attn: Dave Robertson, CMMIII, Fire Chief

**FROM:** Jordan Gandia, E.I.T. EVB Engineering, Greg Esdale, P.Eng. EVB Engineering

**DATE:** June 12, 2023

**PROJECT:** Williamstown Fire Hall Roof Evaluation Rev 2

**EVB Project No.:** 23042

The following memorandum presents the results of our inspection at the Williamstown Fire Hall located at 19686 William Street, Williamstown, Ontario, completed on April 11, 2023.

### BACKGROUND

The existing building is a single storey masonry structure with a small mezzanine that is currently being used as a Fire Hall. The height of the building is about 19', and the overall dimensions are about 96' x 70'9". The structure is constructed primarily with concrete and masonry building elements, with a flat open web steel joist (OWSJ) roof. The original structure, located on the north side, was built in the 1950's. The south side of the building was added in the 1970's and is composed of two rooms. Due to the ongoing roof maintenance issues, the client wishes to install a sloped roof structure over the existing. It was stated during the site visit that they wish to have a hipped roof, with the south side potentially being a gable end.

The purpose of the investigation was to determine the integrity of the existing bearing walls and flat roof to support additional loads from the proposed sloped roof. The inspection was primarily visual in nature. The concrete masonry walls (CMU) were visible in the large space of the 1970's structure, but in the original 1950's structure, only the southwest walls from inside the mezzanine were visible for inspection. The CMU walls were not visible in the smaller southwest room of the 1970's addition.



Photo 1 – North (Front) Elevation



## REVIEW

The roof covering of the structure is composed of gravel, tar, and rigid insulation layers, over the steel or wood deck. It could not be observed how thick the layers were. It is presumed that the short ledge covered with flashing around the perimeter of the roof is the top of the exterior concrete masonry walls or a built-up wood parapet. There was no standing water on the roof. Overall, the gravel tar roof and flashing around the perimeter appeared to be in fair condition; however, evidence of current or past roof leaks was visible from the building interior.



Photo 2 - Roof

In the mezzanine of the original 1950's structure, the observed interior wall running east to west is composed of 2 wythes of masonry, one 8" CMU block, and one 4" CMU block separated by a gap of about 1". The 26" deep joists running north to south are spaced approximately 63" o.c., and bear on a large 24" deep concrete bond beam that caps the CMU wall. Presumably, the concrete bond beam runs all along the entire perimeter of this space as the beam can be seen capping part of the west wall as well. However, it could not be observed if the 4" CMU masonry runs along the entire perimeter of the room as well, due to the steel liner panel covering the walls and ceiling. The roof deck in this room is composed of 3-1/4" x 4-1/2" wood planks.



Photo 3 – Bond Beam in Mezzanine



The concrete blocks and concrete bond beam in the mezzanine were in good condition. No cracking in the mortar or concrete was visible. The steel joists bearing on the bond beam also appeared to be in good condition, although the paint appeared old and was flaking off in small amounts at a few locations. The wood planks were in fair condition. Water damage could be seen on the underside of the planks, with the white paint peeling off in certain areas indicative of current or past roof leaks.

In the newer 1970's section of the building, there is one interior 10" CMU wall running north to south that separates the space into two rooms, with the joists running east to west in both rooms. The joists supporting the high roof are approximately 31" deep spaced at 72" o.c., and the joists in the low room are approximately 12" deep spaced at 48" o.c. The deck in both rooms is corrugated steel decking.



Photo 4 – New 1970's Addition  
Left: Low roof. Right: High roof.

The CMU walls appeared to be in good condition; no cracks or deterioration was observed. Similarly, the joists and deck in both rooms appear to be in good shape. The joists in the room with the low roof appeared to have been previously retrofitted with double steel angles along several compression web members (likely to address snow drift loading off the upper roof). The paint has burnt off in the areas that were welded.

Along the south (back) exterior elevation of the building, there are four CMU masonry pilasters on each side of the three overhead doors. The condition of the pilasters ranged from fair to poor. Minor cracking was observed in each of the pilasters. The two center pilasters have moderate to severe cracking, and the face shells of the masonry in several locations are spalling off. One block in the center left pilaster has experienced spalling already.

The condition of the foundation was not observed since the new metal siding along the exterior covers the entire height of the wall. The only exposed exterior block are the pilasters on the south elevation, which extend to grade level. The top of foundation is presumably at grade level underneath the pilasters.





Photo 5 – South Elevation Pilasters

## CONCLUSIONS AND RECOMMENDATIONS

This building is classified as a Group F, Division 3, low hazard industrial occupancy. As per OBC 3.2.2.78, combustible roof construction is permitted. From the visual investigation and preliminary wall bearing calculations, it is the opinion of EVB that the existing load bearing masonry walls are sound and could support a pre-engineered wood truss sloped roof with the removal of the existing gravel and tar roofing materials. The new trusses must primarily bear on the existing load bearing CMU walls, in a load distribution pattern matching existing conditions (refer to attached preliminary layout).

As noted, existing gravel and tar roofing materials shall be removed prior to installation of the new roof trusses. During this operation, it is possible the existing insulation will be damaged, and will have to be replaced with new blow-in insulation and a new vapour barrier.

The damaged pilasters on the south exterior side of the building should be locally repaired prior to the installation of the new roof.

A local truss supplier was contacted to determine the pricing to supply the proposed pre-engineered wood roof structure. The price to supply the trusses as shown on the attached preliminary layout is estimated to be \$42,000+HST. A Class D estimate of the anticipated costs of construction is presented in Table 1 on the following page.



Table 1. Class D Estimate

Description	Budget
Demolition	\$40,000
Insulation & Vapour Barrier	\$20,000
Wood Truss Supply and Install	\$100,000
Roofing Supply and Install	\$150,000
New Walls (low roof infill) and Pilaster Repairs	\$30,000
Soffit and Fascia	\$15,000
<b>Subtotal</b>	<b>\$355,000</b>
Division 1 costs + Contractor O/H & Profit (10%)	\$35,500
Contractor Insurance and Bonding (2%)	\$7,100
Contingency Allowance (10%)	\$35,500
Engineering and Architecture Fees	\$27,000
<b>Construction Total</b>	<b>\$460,100</b>

A Class D estimate (as defined by PWGSC) provides an estimate of the total cost of the project, based on the user's requirements to the degree known at the time. It is based on historical cost data for similar work. All related factors affecting cost are considered to the extent possible. Such an estimate is strictly an indication (rough order of magnitude) of the total cost of the project.

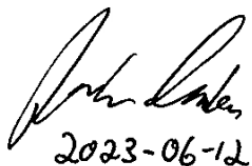
Expected degree of accuracy: 20%.

## LIMITATIONS

- This memorandum was prepared for the Township of South Glengarry and may not be used or relied upon by any third party without the written consent of EVB Engineering.
- The results of this review are based on a sample of visible locations only. Conditions may exist at other building locations that differ from those observed. The size of the exterior CMU walls could not be verified directly, and it was not determined if and to what extent the CMU walls were grouted and reinforced.
- The capacity of the existing joists and foundations were not investigated. It is assumed for the purposes of this memorandum that the original design and construction was sound.

We trust this memorandum meets your requirements. Please contact the undersigned if you have any questions.

EVB Engineering

  
2023-06-12

Jordan Gandia, E.I.T.  
Structural Engineering Intern



Greg Esdale, P.Eng.  
Structural Engineer



**STAFF REPORT**

**S.R. No. 87-2023**

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

**PREPARED FOR:** Council of the Township of South Glengarry

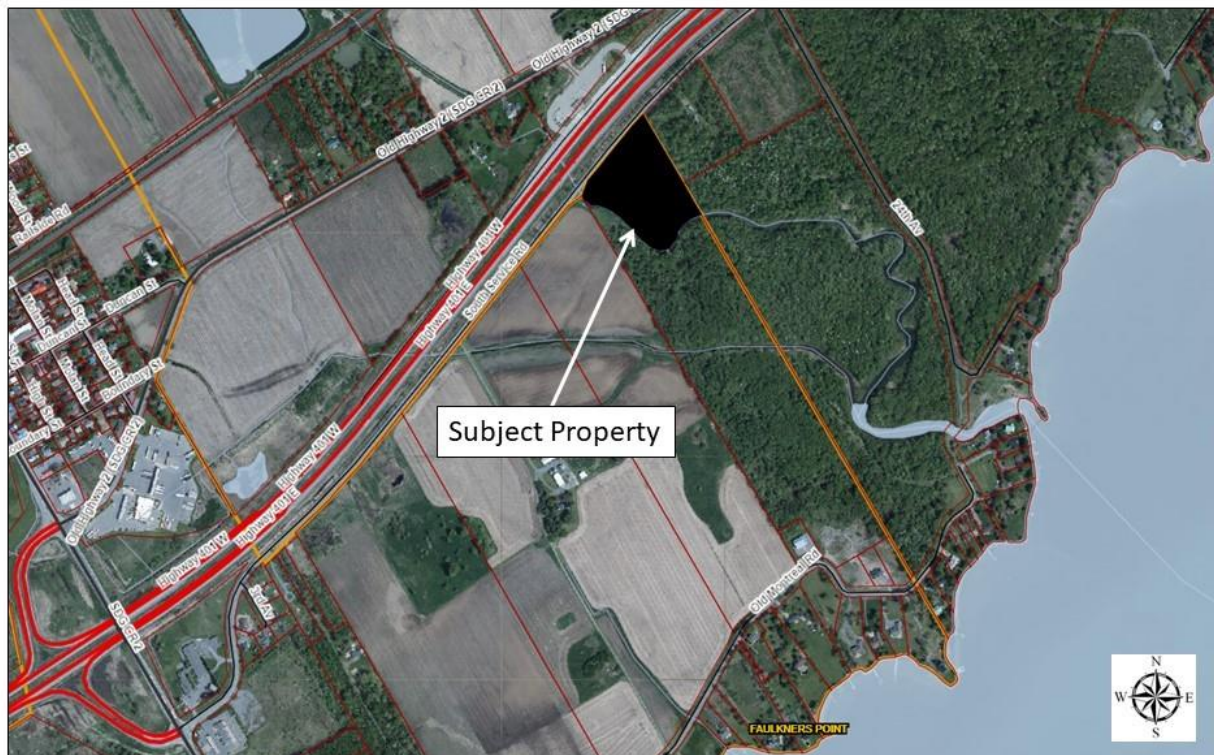
**COUNCIL DATE:** June 19, 2023

**SUBJECT:** Devanco Zoning By-Law Amendment

**BACKGROUND:**

**Site Location:**

1. Part of Lot 35, Concession 1, in the geographic Township of Lancaster, now in the Township of South Glengarry, County of Glengarry, located at 20532 South Service Road, South Lancaster.



**Owner/Applicant:**

2. Devanco Canada (David Van Horne)/Fotenn Consultants Inc (David Nanton)

**Description of Site and Surroundings:**

3. The subject property is located east of Lancaster, south of Highway 401 on the south side of South Service Road. The whole property is approximately 39.03 acres in size. The area subject to the Zoning By-law amendment is approximately 6.67 acres in size. The subject land is currently undeveloped and is being used as a temporary site for MTO staging during the reconstruction of Highway 401.
4. The lands surrounding the affected portion of the property are characterized as forested lands to the north, south, and east, farmland to the north and west. There is also Highway 401 to the north and an MTO truck weigh station on the north side of Highway 401.

**Summary of Requested Zoning By-law Amendment:**

5. On March 3<sup>rd</sup>, 2023, the Township accepted the zoning amendment application; said application was deemed complete on the same day.
6. The purpose of the zoning amendment is to rezone approximately 2.7 hectares (6.67 acres) of land located at the north end of the subject property from Rural (RU) and Floodplain Holding (FP-H) to General Commercial – Exception Six (CG-6) and Flood Plain (FP) to limit the existing permitted uses to Agricultural Machinery Sales & Service, Art Gallery, Artist's Studio, Antique shop, Auction Establishment, Bake Shop, Beer, Wine and Liquor Sales Outlet, Commercial school, Contractor's Yard, Equipment Rental, Fitness Centre, Food Bank, Food Store, Furniture and Home Improvement Centre (size restrictions), Post Office, Private Club, Professional or Business Office, Retail Store, Second-hand Store, Veterinary or Animal Hospital, and Workshop and to add the following additional permitted uses, Mini Warehouse and Storage, Monument Sales and Manufacturing, Printing and Publishing Establishment, Recreation and Athletic Facility, and Warehouse/Distribution Centre on the subject property.
7. All other applicable provisions of Zoning By-law 38-09, as amended, shall continue to apply.

**ANALYSIS:****Policy and Regulatory Review**

## Provincial Policy Statement

8. The Provincial Policy Statement (PPS) 2020 provides policy direction on matters of provincial interest relating to land use planning and development. This policy provides for appropriate development, while protecting resources of provincial interest, public health and safety and the quality of the natural and built environment. All land use planning decisions must be consistent with the PPS. The PPS policies that apply to this proposed Zoning By-Law are as follows:

### 1.0 Building Strong Communities

#### 1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns

##### 1.1.1 Healthy, liveable and safe communities are sustained by:

- a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;
- b) accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;

The proposed development will promote the efficient use of land that is not well suited to other uses while establishing an appropriate employment use to contribute to meeting long term needs.

##### 1.1.3 Settlement Areas

###### 1.1.3.1 Settlement areas shall be the focus of growth and development.

The proposed amendment would facilitate economic growth and development within the existing settlement area.

###### 1.1.3.2 Land use patterns within settlement areas shall be based on densities and a mix of land uses which:

- a) efficiently use land and resources;

- b) are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;
- g) are freight-supportive.

The proposed uses that would be permitted by this amendment would efficiently use the land and existing infrastructure while facilitating the movement of goods by permitting “warehousing/distribution centre” as a use.

1.1.3.4 Appropriate development standards should be promoted which facilitate intensification, redevelopment and compact form, while avoiding or mitigating risks to public health and safety.

The proposed uses will be subject to the appropriate setbacks established in Zoning By-Law 38-09 and the proposed amendments will only impact a section of the whole property restricting the use from expanding to the rest of the property and potentially posing risks to public health and safety.

## 1.2 Coordination

### 1.2.6 Land Use Compatibility

1.2.6.1 Major facilities and sensitive land uses shall be planned and developed to avoid, or if avoidance is not possible, minimize and mitigate any potential adverse effects from odour, noise and other contaminants, minimize risk to public health and safety, and to ensure the long-term operational and economic viability of major facilities in accordance with provincial guidelines, standards and procedures.

The proposed use will be separated from sensitive uses (ie; residential uses, institutional uses, etc) as the surrounding lands are primarily rural and/or agricultural.

## 1.3 Employment

1.3.1 Planning authorities shall promote economic development and competitiveness by:

- a) providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;

- b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;
- e) ensuring the necessary infrastructure is provided to support current and projected needs.

The proposed amendment will facilitate development of a wider range of employment uses that will diversify economic opportunities in an area with adequate infrastructure available.

1.3.2.6 Planning authorities shall protect employment areas in proximity to major goods movement facilities and corridors for employment uses that require those locations.

The proposed amendment will permit uses that require access to major goods movement corridors within close proximity of access to the Highway 401.

## 2.0 Wise use of Management and Resources,

### 2.1 Natural Heritage

2.1.1 Natural features and areas shall be protected for the long term.

2.1.8 Development and site alteration shall not be permitted on adjacent lands to the natural heritage features and areas identified in policies 2.1.4, 2.1.5, and 2.1.6 unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions.

The proposed development will be subject to the appropriate watercourse setbacks to protect the existing watercourse and an environmental impact study has been completed and determined that all of the impacts, for the proposed development, can be mitigated through the use of common mitigation measures and no residual negative impacts to the natural environment are anticipated as a result of the development.

## 3.0 Protecting Public Health and Safety,

### 3.1 Natural Hazards.

3.1.1 Development shall generally be directed, in accordance with guidance developed by the Province (as amended from time to time), to areas outside of:



a) hazardous lands adjacent to the shorelines of the Great Lakes - St. Lawrence River System and large inland lakes which are impacted by flooding hazards, erosion hazards and/or dynamic beach hazards;

3.1.2 Development and site alteration shall not be permitted within:

d) a floodway regardless of whether the area of inundation contains high points of land not subject to flooding.

Development is restricted to outside of the floodplain zone and the proposed amendments will not impact these regulations.

### **Official Plan Designation**

9. The subject property is designated Commercial District as OPA-17 has been approved, the proposed Zoning By-law Amendment is compliant with the Official Plan as amended.

### **Zoning By-Law:**

10. The subject property is currently zoned Rural, Residential 2, and Floodplain-Holding in the Township's Zoning By-Law 38-09. The proposed site-specific zoning amendment would limit the permitted uses to include:

- Agricultural Machinery Sales Service
- Art Gallery
- Artist's Studio
- Antique shop
- Auction Establishment
- Bake Shop
- Beer, Wine and Liquor Sales Outlet
- Commercial school
- Contractor's Yard
- Equipment Rental
- Fitness Centre
- Food Bank
- Food Store
- Furniture and Home Improvement Centre (size restrictions)
- Post Office
- Private Club
- Professional or Business Office

- Retail Store
- Second-hand Store
- Veterinary or Animal Hospital
- Workshop

And would permit the following additional uses:

- Mini Warehouse and Storage
- Monument Sales and Manufacturing
- Printing and Publishing Establishment
- Recreation and Athletic Facility
- Warehouse/Distribution Centre

11. The Township's Zoning By-law 38-09 conforms to the United Counties Official Plan and is consistent with the Provincial Policy Statement (PPS), 2020.

#### **Public Consultation:**

12. The proposed Zoning By-law amendment was circulated to the neighbouring property owners within 120 metres of the proposed site; it was also advertised in the Glengarry News. A public meeting was held on April 24th, 2023 with respect to OPA-17 and ZBLW-03-23. There were no verbal comments from members of the public in attendance at the public meeting and one written comment was received by a member of the public seeking clarification on the purpose of the proposed amendment. No concerns or objections were filed regarding the proposed amendment.

13. The proposed Amendment was also circulated to the Ministry of Transportation (MTO) and they have provided the following comments:

"The Ministry has reviewed the above Notice of Applications SDG File – OPA17 and TOSGFile – ZBLA-03-23, received on April 11, 2023, and the Ministry of Transportation has no objection to the proposal."

14. The proposed Amendment was also circulated to the Raisin Region Conservation Authority (RRCA) and they have provided the following comments:

"The Raisin Region Conservation Authority (RRCA) staff has reviewed this application as per our delegated responsibility from the province to represent provincial interests regarding natural hazards identified in Section 3.1 of the Provincial Policy Statement (PPS, 2020) and as a regulatory authority under Ontario Regulation 175/06. The application has also been reviewed through our role as a public body under the Planning Act. There is a natural hazard on the property, a flood plain, associated with Finney Creek. The floodplain at this location

extends approximately 15m onto land from the top of the bank, and there is an additional 5m setback for other water-related hazards. The RRCA has reviewed the concept plan (FOTENN, 2022), and is satisfied that the proposed development can be accommodated outside of this hazard. See attached map.”

“The RRCA does not object to the OPA and does not object to the zoning bylaw amendment.”

15. The Ontario Planning Act requires all complete zoning Amendment applications that are concurrent with an official plan amendment application to be processed and a decision to be made within 120 days of receipt of a complete application. This process will be completed within the prescribed timeframe as a decision will be made on day 108.
16. If approved, approximately 2.7 hectares (6.67 acres) of land located at the north end of the subject property from Rural (RU) and Floodplain Holding (FP-H) to General Commercial – Exception Six (CG-6) and Flood Plain (FP) to limit the existing permitted uses to Agricultural Machinery Sales & Service, Art Gallery, Artist’s Studio, Antique shop, Auction Establishment, Bake Shop, Beer, Wine and Liquor Sales Outlet, Commercial school, Contractor’s Yard, Equipment Rental, Fitness Centre, Food Bank, Food Store, Furniture and Home Improvement Centre (size restrictions), Post Office, Private Club, Professional or Business Office, Retail Store, Second-hand Store, Veterinary or Animal Hospital, and Workshop and to add the following additional permitted uses, Mini Warehouse and Storage, Monument Sales and Manufacturing, Printing and Publishing Establishment, Recreation and Athletic Facility, and Warehouse/Distribution Centre on the subject property.
17. This proposed Zoning By-Law amendment is being recommended to be approved by Council as it is consistent with the PPS, 2020 and it conforms to the United Counties Official Plan.
18. Council also has the option to defer the application. Applications may be deferred if Council requires additional information, further staff review, or other reasons. Should Council wish to defer the applications, reasons for the deferral and direction to Staff will be required so that Staff can prepare an updated Staff Report for future consideration.
19. Council also has the option to refuse the applications. Should Council wish to refuse the applications, reasons for the refusal are required including a written explanation of the refusal.

**IMPACT ON 2023 BUDGET:**

N/A

**ALIGNMENT WITH STRATEGIC PLAN:**

N/A

**RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report 87-2023 be received and that By-law 41-2023, being a by-law to amend By-law 38-09, for a 2.7 hectare portion of the property, legally described as Part of Lot 35, Concession 1, in the geographic Township of Lancaster, now in the Township of South Glengarry, County of Glengarry, located at 20532 South Service Road, South Lancaster be rezoned from Rural (RU) and Floodplain Holding (FP-H) to General Commercial – Exception Six (CG-6) and Flood Plain (FP), be read a first, second and third time passed, signed and sealed in open council this 19<sup>th</sup> day of June 2023. The Council of the Township of South Glengarry confirms that the comments received from the public on this application were considered and there was no effect on the decision.

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**Recommended to Council for  
Consideration by:  
ACTING CAO – KELLI CAMPEAU**

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 41-2023  
FOR THE YEAR 2023**

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

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

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

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

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

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

1. **THAT** the area affected by this by-law is legally described as Part of Lot 35, Concession 1, in the geographic Township of Lancaster, now in the Township of South Glengarry, County of Glengarry, located at 20532 South Service Road, South Lancaster as indicated on Schedule "A" attached hereto and forming part of this by-law.
2. **THAT** the property located at Part of Lot 35, Concession 1, in the geographic Township of Lancaster, now in the Township of South Glengarry, County of Glengarry, located at 20532 South Service Road, South Lancaster. (PIN # 671350823) be rezoned from Rural (RU) and Floodplain Holding (FP-H) to General Commercial – Exception Six (CG-6) and Flood Plain (FP) to limit the existing permitted uses to Agricultural Machinery Sales & Service, Art Gallery, Artist's Studio, Antique shop, Auction Establishment, Bake Shop, Beer, Wine and Liquor Sales Outlet, Commercial school, Contractor's Yard, Equipment Rental, Fitness Centre, Food Bank, Food Store, Furniture and Home Improvement Centre (size restrictions), Post Office, Private Club, Professional or Business Office, Retail Store, Second-hand Store, Veterinary or Animal Hospital, and Workshop and to add the following additional permitted uses, Mini Warehouse and Storage, Monument Sales and Manufacturing, Printing and Publishing Establishment, Recreation and Athletic Facility, and Warehouse/Distribution Centre on the subject property.
3. **THAT** all other applicable provisions of by-law 38-09, as amended, shall continue to apply.
4. **THAT** this by-law shall come into force and effect and take effect pursuant to the provisions of the *Planning Act*, R.S.O. 1990, as amended.



***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED  
IN OPEN COUNCIL THIS 19<sup>TH</sup> DAY OF JUNE 2023.***

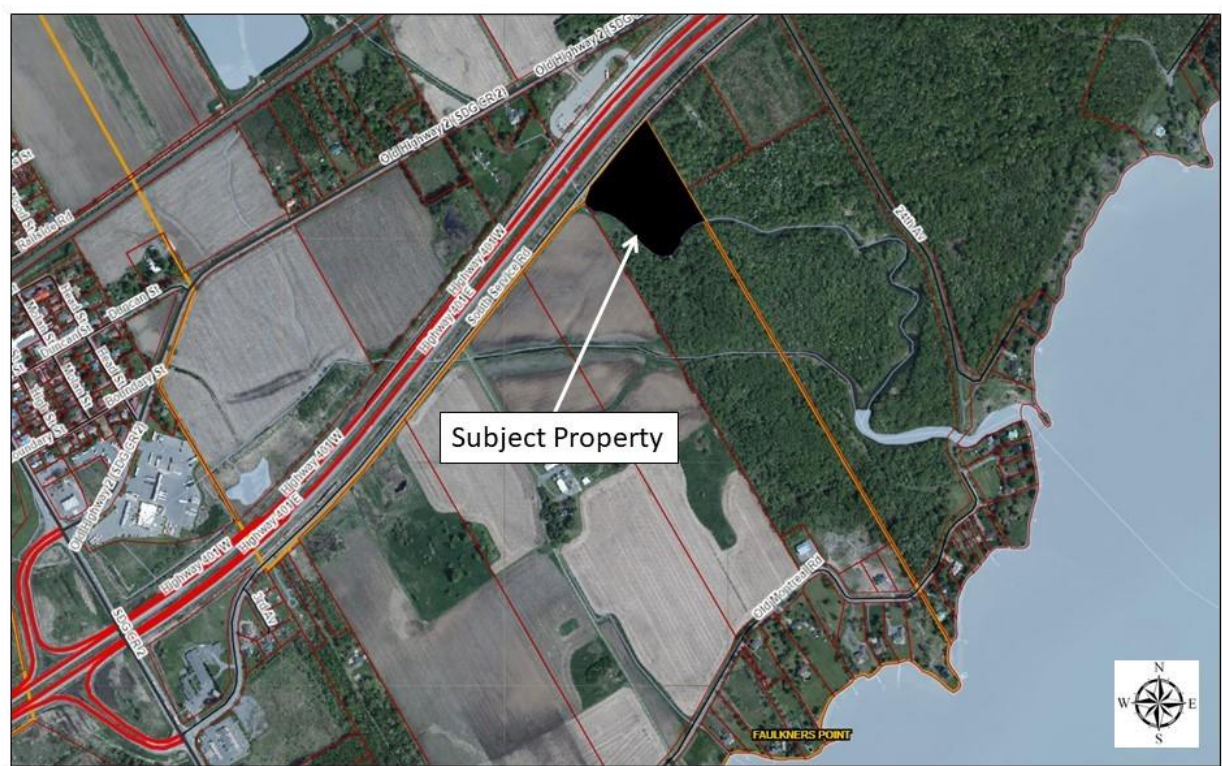
***MAYOR:*** \_\_\_\_\_ ***CLERK:*** \_\_\_\_\_

## **BY-LAW 41-2023**

### **EXPLANATORY NOTE**

The purpose of the zoning amendment is to rezone approximately 2.7 hectares of land located at the north end of the subject property from Rural (RU) and Floodplain Holding (FP-H) to General Commercial – Exception Six (CG-6) and Flood Plain (FP) to limit the existing permitted uses to Agricultural Machinery Sales & Service, Art Gallery, Artist's Studio, Antique shop, Auction Establishment, Bake Shop, Beer, Wine and Liquor Sales Outlet, Commercial school, Contractor's Yard, Equipment Rental, Fitness Centre, Food Bank, Food Store, Furniture and Home Improvement Centre (size restrictions), Post Office, Private Club, Professional or Business Office, Retail Store, Second-hand Store, Veterinary or Animal Hospital, and Workshop and to add the following additional permitted uses, Mini Warehouse and Storage, Monument Sales and Manufacturing, Printing and Publishing Establishment, Recreation and Athletic Facility, and Warehouse/Distribution Centre on the subject property. All other applicable provisions of Zoning By-law 38-09, as amended, shall continue to apply.

**Schedule “A”**



Lands to be zoned to General  
Commercial – Exception Six (CG-6) and  
Flood Plain (FP)

**This is Schedule “A” to By-law 41-2023  
Adopted this 19th day of June 2023**

**Township of  
South Glengarry**

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

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

**STAFF REPORT**

**S.R. No. 88-2023**

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

**PREPARED FOR:** Council of the Township of South Glengarry

**COUNCIL DATE:** June 19, 2023

**SUBJECT:** 1000408984 Ontario Inc. (Singh) Zoning By-law  
Amendment

**BACKGROUND:**

**Site Location:**

1. Lots 29 & 52 and Part of Lots 30 & 51 on Plan 26, being Part 1 of Reference Plan 14R4949 in the Geographic Village of Lancaster, now in the Township of South Glengarry in the County of Glengarry, located at 18 Oak Street, Lancaster.



**Owner/Applicant:**

1. 1000408984 Ontario Inc. / Kernel Engineering Canada Inc.

### **Description of Site and Surroundings:**

2. The subject property is located north of Highway 401 and West of County Road 34 in the Village of Lancaster and fronts onto both the south side of Oak Street and the north side of South Beech Street. It is approximately 0.74 acres in size.
3. The subject property is currently developed containing a retirement residence with 28 rooms and a communal kitchen, dining, recreation, and laundry facilities.
4. The surrounding lands are characterized as residential to the east, west, and north containing single detached homes. Lands to the south are primarily vacant, there is also a Municipal pumping station to the south of the property. A lot south of the subject property, PIN 671230264, is also the site of a draft plan approved subdivision containing 8 lots.

### **Summary of Requested Zoning Proposal:**

5. On April 19, 2023, the Township accepted the zoning amendment application; said application was deemed complete on the same day. The purpose of this amendment is to rezone the subject property from rezone the subject property from Residential Three (R3) to Residential Four - Exception Five (R4-5) to permit an apartment building and to reduce the minimum dwelling Floor Area for a Bachelor or Studio Apartment from 46 square meters to 38 square meters and for a 1 Bedroom Apartment from 56 square meters to 47 square meters. All other applicable provisions of Zoning By-law 38-09, as amended, shall continue to apply.

### **ANALYSIS:**

#### **Planning Rationale:**

#### **Planning Policy Framework:**

6. This application is subject to the following policy framework:
  - a. The Provincial Policy Statement (PPS) 2020
  - b. The United Counties of Stormont, Dundas and Glengarry Official Plan (OP)
  - c. The Township of South Glengarry's Zoning By-Law

#### **Provincial Policy Statement**

7. The Provincial Policy Statement (PPS) 2020 provides policy direction on matters of provincial interest relating to land use planning and development. This policy provides for appropriate development, while protecting resources of provincial interest, public health and safety and the quality of the natural and built environment. All land use planning decisions must be consistent with the PPS. The PPS policies that apply to this proposed zoning amendment are as follows:
  - a. 1.0 Building Strong Communities,



- i. 1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns;
- ii. 1.4 Housing

8. Section 1.1.1. of the PPS states that *“Healthy, liveable and safe communities are sustained by:*

*b) accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs”;*

*g) ensuring that necessary infrastructure and public service facilities are or will be available to meet current and projected needs;*

This proposed amendment is consistent with these sections of the PPS as the proposed site-specific zoning amendment will facilitate the conversion of the existing retirement residence into multi unit housing in an area serviced by both municipal water and wastewater services and where there is adequate servicing capacity available for the proposed redevelopment.

Sections 1.1.3 of the PPS states:

1.1.3.1 Settlement areas shall be the focus of growth and development.

1.1.3.2 Land use patterns within settlement areas shall be based on densities and a mix of land uses which:

- a) efficiently use land and resources;
- b) are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;

This proposed amendment is consistent with these sections of the PPS as this amendment will permit growth and development within an existing settlement area while efficiently using land and resources in a location with adequate existing services to support the additional permitted use.

Sections 1.4.3 of the PPS states:

1.4.3 “Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected market-based and affordable housing needs of current and future residents of the regional market area by:

b) permitting and facilitating:

1. all housing options required to meet the social, health, economic and well-being requirements of current and future residents, including special needs requirements and needs arising from demographic changes and employment opportunities; and
2. all types of residential intensification, including additional residential units, and redevelopment in accordance with policy 1.1.3.3;”

c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs;

d) promoting densities for new housing which efficiently use land, resources, infrastructure, and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed.

This proposed amendment is consistent with this section of the PPS as it will permit additional housing options and, although in the proposed development the density will not necessarily be increasing, it will be utilizing existing resources efficiently and the proposed amendment would permit an increased residential density in future development on the lot. There are also adequate levels of public infrastructure (water/wastewater services) available to support the increased density and the increased density will be supported by existing land uses and public services in the Urban Settlement Area of Lancaster and surrounding lands.

Sections 2.1.8 of the PPS states:

- “Development and site alteration shall not be permitted on adjacent lands to the natural heritage features and areas identified in policies 2.1.4, 2.1.5, and 2.1.6 unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions.”

The PPS defines “Adjacent Lands” in this case as:

- “those lands contiguous to a specific natural heritage feature or area where it is likely that development or site alteration would have a negative impact on the

feature or area. The extent of the adjacent lands may be recommended by the Province or based on municipal approaches which achieve the same objectives;”

The United Counties of Stormont, Dundas and Glengarry Official Plan (SDGOP) designates adjacent lands as within 120 meters of the boundary of a provincially significant wetland, locally significant wetland, or coastal wetland; the proposed development is within 120 meters of an unevaluated Coastal Wetland according to the mapping provided by the province.

Section 5.5.6 of the SDG OP states:

- “The boundaries of Provincially Significant Wetlands and Significant Coastal Wetlands are defined based on information from the Province. Coastal wetlands may not be shown on Schedule B1, as comprehensive mapping is under development by the Province. The identification of coastal wetlands must be determined on a site-specific basis, in accordance with the definition of coastal wetlands.

The wetland evaluation process defines, identifies and measures wetland functions and values. Wetlands are assessed based on ecosystem and social benefits and values. Unevaluated wetlands and coastal wetlands may require evaluation as part of a planning application. This will generally be requested by a Conservation Authority or Local municipality based on criteria such as size, species at risk occurrence, type (e.g. bog, fen,) or proximity to other significant wetlands. Changes to wetland boundaries or the determination of a wetland significance must be completed by a professional qualified as an Ontario wetland evaluator and must be approved by the Ministry of Natural Resources and Forestry.”

Due to the nature of the proposed development a wetland evaluation was not deemed necessary as the proposed development is to be focused inside of an existing structure and the newly permitted uses are not a significant change from the existing use.

Section 3.0- Natural Hazards of the PPS states:

- Development shall generally be directed, in accordance with guidance developed by the Province (as amended from time to time), to areas outside of:
  - a) hazardous lands adjacent to the shorelines of the Great Lakes – St. Lawrence River System and large inland lakes which are impacted by flooding hazards, erosion hazards and/or dynamic beach hazards;

- b) hazardous lands adjacent to river, stream and small inland lake systems which are impacted by flooding hazards and/or erosion hazards; and
- c) hazardous sites.

All of the proposed development will be located outside of the 1:100 year floodplain in order to reduce the potential for public cost or risk to Ontario's residents from natural or human-made hazards and is therefore consistent with section 3.0 of the PPS.

## **Official Plan Designation**

9. The subject property is designated Residential District and falls within the urban settlement area of Lancaster. Table 3.5 of the Official Plan identifies the permitted uses in different designations. The Residential District permits a full range of low, medium, and high-density housing.
10. Section 3.5.1 of the Official Plan outlines planning principles to apply to any or all development

### **3.5.1.1 Adequate Lot Size**

- There proposed new permitted uses are not significantly different than the existing use and it has been demonstrated through a proposed site plan that there is adequate space to accommodate the existing structure, parking, and the necessary services.

### **3.5.1.2 Servicing Capacity**

- There is adequate municipal water and wastewater servicing capacity in Lancaster to support the new permitted uses should the proposed by-law be passed.

### **3.5.1.3 Frontage and Access**

- The subject property has frontage onto two municipal roads maintained year round which have recently been refinished, South Beech St provides adequate vehicular access for the proposed development and Oak St provides adequate pedestrian access to the proposed development.

### **3.5.1.4 Measures for Landscaping, Buffering, Screening and Land Use Compatibility**

- All development will need to comply with sections 3.23 and 4 to ensure adequate buffering and screening between land uses, currently the surrounding land uses are all lower density residential and the permitted uses would not pose any major concerns regarding compatibility.



#### 3.5.1.5 Separation Distances and Influence Areas

- Not applicable, proposed development is residential and is not in proximity of any Class I, II and III industries, waste management sites, mineral aggregate reserves, sewage treatment plants/waste stabilization ponds, land uses generating significant noise or vibration, livestock facilities, manure storage facilities, or relevant non-farm uses.

#### 3.5.1.6 Accessible Communities

- The proposed development will be subject to a building permit under the Ontario Building Code and any new construction will need to meet all accessibility requirements required by the Ontario Building Code.

#### 3.5.1.7 Zoning

- The proposed amendment will address the change to permit higher density residential uses.

#### 3.5.1.8 Site Plan Control

- The proposed development does not alter add more than 25% of the original footprint to the structure or alter more than 25% of the lot and will therefore not be subject to site plan control, should future development it may be subject to site plan control as per the Township's Site Plan Control By-Law, Currently By-Law 14-18.

#### 3.5.1.9 Environmental Approvals

- The proposed development does not require environmental approvals.

#### 3.5.1.10 Community Improvement

- not applicable.

#### 3.5.1.11 Complete Communities

- The proposed permitted uses will provide a wider range of housing options in Lancaster with access to recreation, retail, and public spaces.

11. Section 3.5.2 outlines Planning Guidelines to be used by local municipalities in reviewing development applications

#### 3.5.2.1 Community Structure

- the proposed development is contiguous with existing built up areas within the settlement area of Lancaster

#### 3.5.2.2 Residential Areas

- the proposed development does not alter the height of the existing structure and does not significantly alter the density. The higher density, when compared to surrounding residential uses, is close to Lancaster's primary commercial area and easy access to major streets, Military Rd. The proposed development can be fully serviced by municipal water and wastewater services.

The existing site does provide common green space and a deck that offer open space to be used for snow storage and landscaping and no alterations to the existing vegetation are proposed.

While the proposed development does not offer enough parking to meet part 4.1 of zoning by-law 38-09 a minor variance has been applied for to reduce the parking requirements as there will still be adequate parking for the number of units proposed and an approved minor variance will by definition be a minor reduction in the requirements. 26 spaces were originally required and 22 spaces are proposed for the 17 unit apartment building.

Existing street lighting will not be altered.

There are no concerns regarding land use compatibility as the existing use is similar to the proposed use and there are no current compatibility issues.

#### 3.5.2.6 Infill and Intensification

- the proposed amendment will permit a higher density residential use to support intensification and redevelopment in a built up area.

12. This proposed amendment conforms to the Official Plan as this amendment will permit an existing retirement residence to be converted into an apartment building to be serviced by municipal water and wastewater while meeting all applicable zoning standards that will still apply as well as following the relevant planning principles and guidelines established in the SDG Official Plan.

### **Zoning By-Law:**

13. The subject property is currently zoned Residential Three (R3) in the Township's Zoning By-Law 38-09.

14. The Township's Zoning By-Law 38-09 conforms to the United Counties Official Plan and is consistent with the Provincial Policy Statement (PPS), 2020.

**Public Consultation:**

15. The proposed Amendment was circulated to the neighbouring property owners within 120 metres of the proposed site; it was also advertised in the Glengarry News. A public meeting was held on June 5<sup>th</sup>, 2023. There were no members of the public in attendance at the public meeting and no written comments were received from the public.
16. The proposed Amendment was also circulated to the Ministry of Transportation (MTO). MTO has no objections to the proposed zoning by-law amendment as it is outside of MTO's area.
17. The Ontario Planning Act requires all complete zoning Amendment applications to be processed and a decision to be made within 90 days of receipt of a complete application. This process will be completed within the prescribed timeframe as a decision will be made on day 61.
18. If approved, the subject property will be rezoned from Residential Three (R3) to Residential Four - Exception Five (R4-5) to permit an apartment building and to reduce the minimum dwelling Floor Area for a Bachelor or Studio Apartment from 46 square meters to 38 square meters and for a 1 Bedroom Apartment from 56 square meters to 47 square meters.
19. This proposed Zoning By-Law amendment is being recommended to be approved by Council as it is consistent with the PPS, 2020 and it conforms to the United Counties Official Plan.
20. Council also has the option to defer the application. Applications may be deferred if Council requires additional information, further staff review, or other reasons. Should Council wish to defer the applications, reasons for the deferral and direction to Staff will be required so that Staff can prepare an updated Staff Report for future consideration.
21. Council also has the option to refuse the applications. Should Council wish to refuse the applications, reasons for the refusal are required including a written explanation of the refusal.

**IMPACT ON 2023 BUDGET:**

N/A

**ALIGNMENT WITH STRATEGIC PLAN:**

N/A

**RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report 88-2023 be received and that By-law 42-2023, being by-law to amend By-law 38-09, to rezone the Lots 29 & 52 and Part of Lots 30 & 51 on Plan 26, being Part 1 of Reference Plan 14R4949 in the Geographic Village of Lancaster, now in the Township of South Glengarry in the County of Glengarry, located at 18 Oak Street, Lancaster from Residential Three (R3) to Residential Four – Exception Five (R4-5) to permit an apartment building and to reduce the minimum dwelling Floor Area for a Bachelor or Studio Apartment from 46 square meters to 38 square meters and for a 1 Bedroom Apartment from 56 square meters to 47 square meters on the subject property, be read a first, second and third time, passed, signed and sealed in open Council this 19<sup>th</sup> day of June 2023. The Council of the Township of South Glengarry confirms that no comments from the public were received on this application therefore there was no effect on the decision.

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**Recommended to Council for  
Consideration by:  
ACTING CAO – KELLI CAMPEAU**

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 42-2023  
FOR THE YEAR 2023**

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

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

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

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

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

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

1. **THAT** the area affected by this by-law is legally described as Lots 29 & 52 and Part of Lots 30 & 51 on Plan 26, being Part 1 of Reference Plan 14R4949 in the Geographic Village of Lancaster, now in the Township of South Glengarry in the County of Glengarry, located at 18 Oak Street, Lancaster as indicated on Schedule "A" attached hereto and forming part of this by-law.
2. **THAT** the property located at Lots 29 & 52 and Part of Lots 30 & 51 on Plan 26, being Part 1 of Reference Plan 14R4949 in the Geographic Village of Lancaster, now in the Township of South Glengarry in the County of Glengarry, located at 18 Oak Street, Lancaster. (PIN # 671230063) be rezoned from Residential Three (R3) to Residential Four – Exception Five (R4-5) to permit an apartment building and to reduce the minimum dwelling Floor Area for a Bachelor or Studio Apartment from 46 square meters to 38 square meters and for a 1 Bedroom Apartment from 56 square meters to 47 square meters on the subject property.
3. **THAT** all other applicable provisions of by-law 38-09, as amended, shall continue to apply.
4. **THAT** this by-law shall come into force and effect and take effect pursuant to the provisions of the *Planning Act*, R.S.O. 1990, as amended.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED  
IN OPEN COUNCIL THIS 19<sup>TH</sup> DAY OF JUNE, 2023.***

**MAYOR:**

**CLERK:**



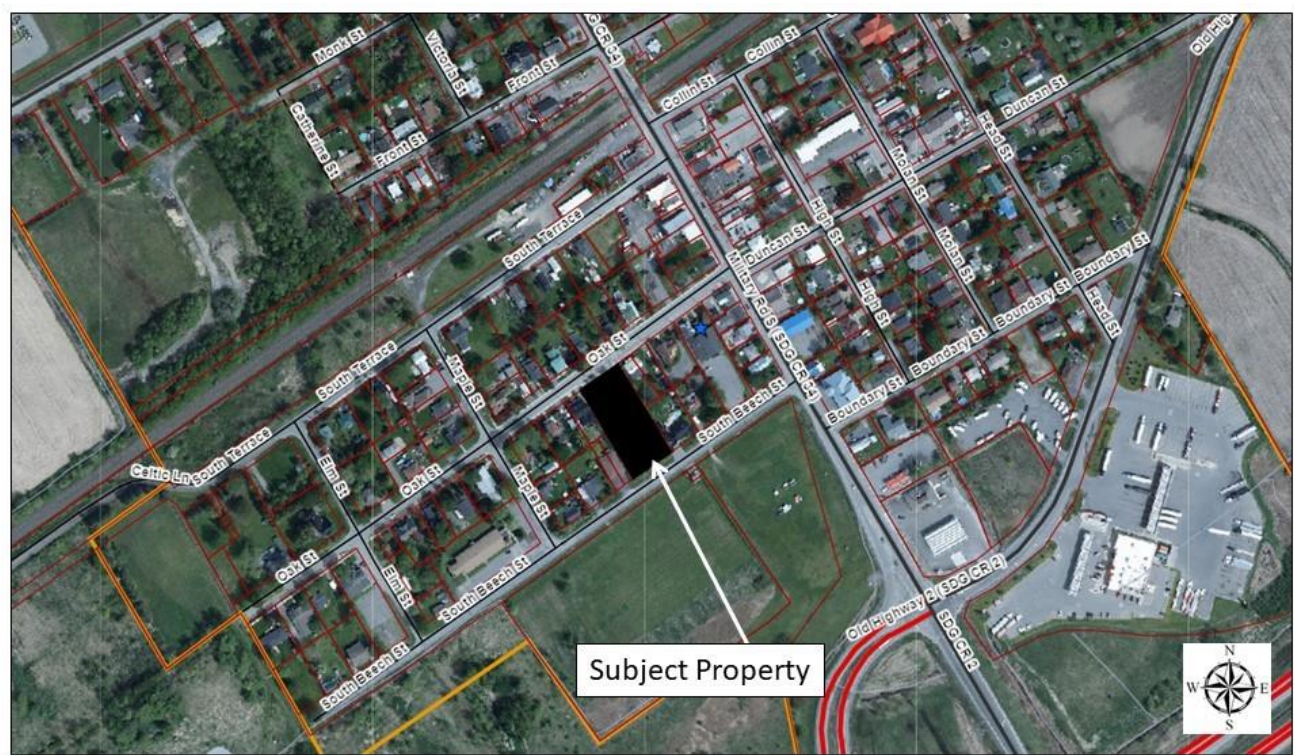


## **BY-LAW 42-2023**

### **EXPLANATORY NOTE**

The purpose of this Amendment is to rezone the subject property from Residential Three (R3) to Residential Four – Exception Five (R4-5) to permit an apartment building and to reduce the minimum dwelling Floor Area for a Bachelor or Studio Apartment from 46 square meters to 38 square meters and for a 1 Bedroom Apartment from 56 square meters to 47 square meters on the subject property. All other applicable provisions of Zoning By-law 38-09, as amended, shall continue to apply.

**Schedule “A”**



Lands to be zoned to Residential Four -  
Exception Five (R4-5)

This is Schedule “A” to By-law 42-2023  
Adopted this 19th day of June 2023

Township of  
South Glengarry

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



## **STAFF REPORT**

**S.R. No. 89-2023**

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

**PREPARED FOR:** Council of the Township of South Glengarry

**COUNCIL DATE:** June 19, 2023

**SUBJECT:** Municipal Access Agreement (MMA) with Net Solid

### **BACKGROUND:**

1. Netsolid has requested that the Township of South Glengarry enter into a Municipal Access Agreement to facilitate the construction/expansion of their high-speed internet service.
2. Netsolid is a company that specializes in rural high-speed internet, with an existing presence in South Glengarry. As a result of continued opportunities, they are looking to expand their footprint in the Bainsville/Craig Quay area and need to formalize an access agreement with the Township in order to install infrastructure within the Township right-of-way.
3. The MAA being considered by Council is a joint effort between SDG, Prescott Russell and Leeds and Grenville, and has previously been approved by County Council for use between SDG and Xplore. Pending the County Council meeting the morning of Monday June 19, 2023, this MAA may also be in effect between SDG and Netsolid.
4. This model agreement was provided to South Glengarry by the SDG Director of Transportation Services and is being shared with other municipalities within the Eastern Ontario Warden's Caucus for their use and adoption with other internet service providers.

### **ANALYSIS:**

5. Providing rural high-speed broadband to our residents is something that Council sees as an important priority. The agreement will provide the Township with a nominal fee to help offset some of the internal costs that will be incurred to support the expansion of this utility.
6. From a risk perspective, the agreement has been previously reviewed by the SDG insurer, Prescott-Russell's legal counsel, and our Acting CAO. These reviews have ensured that the attached agreement minimizes exposure of our corporations.

7. The agreement also contains clauses which relate to the costs associated with the relocation of the utilities. The agreement is written based on a sliding scale of cost apportionment, with the ISP being responsible for 100% of the costs to relocate their plant after 16 years from the date of approval.
8. The agreement was based on existing MAA agreements recently approved by other municipalities, and was vetted by SDG, P&R and L&G staff, legal counsel, and our Acting CAO. Administration feels confident that this is a fair agreement that will serve both parties well and facilitate the expansion of high-speed internet.

**IMPACT ON 2023 BUDGET:**

N/A

**ALIGNMENT WITH STRATEGIC PLAN:**

N/A

**RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report 89-2023 be received and that By-law 43-2023, being a by-law to enter into a Municipal Access Agreement with Netsolid for the expansion of their high-speed internet service, be read a first, second and third time, passed, signed, and sealed in open council this 19<sup>th</sup> day of June. 2023 and furthermore that the Mayor and Clerk be authorized to sign all applicable documents.

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**Recommended to Council for  
Consideration by:  
ACTING CAO – KELLI CAMPEAU**



## TELECOMMUNICATIONS MUNICIPAL ACCESS AGREEMENT

This **MUNICIPAL ACCESS AGREEMENT** is effective from the date affixed to the last signature of the last party signing this agreement. (the “**Effective Date**”).

### B E T W E E N:

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

(hereafter the "**Municipality**")

#### OF THE FIRST PART

- and –

#### Netsolid Internet Solutions Inc.

(hereafter the "**Company**")

#### OF THE SECOND PART

### WHEREAS:

- A. The Company is a “Canadian carrier” as defined in the *Telecommunications Act*, S.C. 1993, c.38 (“**Telecom Act**”) or “distribution undertaking” as defined in the *Broadcasting Act*, S.C. 1991, c.11 (collectively, a “**Carrier**”) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the “**CRTC**”);
- B. In order to operate as a Carrier, the Company requires to construct, maintain and operate its Equipment in, on, over, under, across or along (“**Within**”) the highways, streets, road allowances, lanes, bridges or viaducts which are under the jurisdiction of the Municipality (collectively, the “**Rights-of-Way**” or “**ROWS**”);
- C. Pursuant to section 43 of the *Telecom Act*, the Company requires the Municipality’s consent to construct its Equipment Within the ROWs and the Municipality is willing to grant the Company a non-exclusive right to access and use the ROWs; provided that such use will not unduly interfere with municipal operations, equipment or installations and the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the Municipality on Third Parties to use or access the ROWs; and
- D. The Parties have agreed that it would be mutually beneficial to outline the terms and conditions pursuant under which the Municipality hereby provides its consent;

**NOW THEREFORE** in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

### 1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** Where not defined elsewhere in this Agreement, the following words and phrases shall have the following meanings:

- (a) “**Above Ground Equipment**” means, any structure located on the surface of the ROW used to house or support the equipment and includes cabinets, pedestals, poles and lamp poles but excludes serial equipment;

- (b) **"Affiliate"** means "affiliate" as defined in the *Canada Business Corporations Act*;
- (c) **"Anti-Bribery Law"** means any anti-bribery law or international convention, as may apply now or in the future, including the Canadian Corruption of Foreign Public Officials Act, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the OECD Convention on Combating Bribery of Foreign Public Officials;
- (d) **"Company"** shall mean Netsolid Internet Solutions Inc. and shall include an individual, an association, a partnership or a corporation or any other agents, contractor and subcontractors carrying out any works for the Company as described in the Second part of this agreement.
- (e) **"CRTC"** means the Canadian Radio-television and Telecommunications Commission;
- (f) **"Emergency"** means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either of the Parties;
- (g) **"Excavation"** means the breaching or breaking up of the hard surface of the ROW, and includes activities such as day lighting, test pitting, digging pits and directional boring but excludes hand digging;
- (h) **"Equipment"** means the transmission and distribution facilities owned by the Company and/or its Affiliates, comprising fibre optic, coaxial or other nature or form of cables, pipes, conduits, poles, ducts, manholes, handholds and ancillary structures and equipment located Within the ROWs;
- (i) **"Hard Surface"** means any portion of the road including but not limited to the pavement layer(s), concrete layer(s), road base, road sub-base, gravel surface, road shoulder, shoulder rounding, sidewalks, multi-use pathway, curb and any other paved, concrete or gravel surfaces within the ROW.
- (j) **"Hazardous Substance"** means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law);
- (k) **"Municipal Consent"** or **"MC"** means the written consent of the Municipality, with or without conditions, to allow the Company to perform Work Within the ROWs that requires the excavation or breaking up of the ROWs;
- (l) **"Municipal Costs"** means the reasonable and verifiable costs and expenses of the Municipality, including the cost of labour and materials, plus a reasonable overhead charge of 15%.
- (m) **"Municipal Representative"** means the Municipality's reviewing authority, or the individual designated by them.
- (n) **"Municipality"** shall mean the Corporation of the Township of South Glengarry and shall include any employee or agent authorized by the Council of the said Municipality to act on its behalf as described in the First part of this agreement.
- (o) **"Roads Permit"** or **"Permit"** means a permit that provides approval, including, where required, Municipal Consent, Access/Entrance Permits, Work Permits, and Moving Oversize Load/Weight Vehicles Permits and any other permit / approval necessary to complete the proposed work as

Initials: \_\_\_\_\_

determined by by-law, policy or other process duly authorized by the Municipality.

- (p) **“Service Drop”** means a cable that, by its design, capacity and relationship to other fibre optic cables of the Company can be reasonably considered to be for the sole purpose of connecting backbone of the Equipment to not more than one individual customer or building point of presence.
- (q) **“Term”** means the Initial Term and the renewal options described in subparagraph 9.1(a) of this Agreement, subject to the termination provisions in subparagraphs 9.2, 9.3 and 9.4.
- (r) **“Third Party”** means any person that is not a party to this Agreement nor an Affiliate of either Party, and includes any person that attaches its facilities in, on or to the Equipment under an agreement with the Company.
- (s) **“Work”** means, but is not limited to, any adjustment, alteration, breaking up, construction, disturbance, excavation, installation, maintenance, removal, operation, relocation, repair, replacement, restoration on, under, over, or within any ROW, including any Equipment therein, and the use of any oversize/overweight vehicles in connection with the Work.

1.2 **Legislation.** All references to statutes in this Agreement shall include amendments thereto, regulations thereof, and successor legislation thereafter.

1.3 **Recitals, Schedules and Incorporated Documents.** The “recitals”, *Schedule “A” and Schedule “B”*, and Municipal Standards referred to in this Agreement are hereby incorporated by reference into this Agreement and form a part thereof:

**Schedule “A” – Relocation Costs**

**Schedule “B” – Municipal Permissions and Permits Required**

## **2. USE OF ROWs**

2.1 **Consent to use ROWs.** The Municipality hereby consents to the Company’s use of the ROWs for the purpose of performing its Work, subject to the terms and conditions of this Agreement and in accordance with all applicable laws or other municipal by-laws, rules, policies, standards and guidelines (**“Municipal Standards”**) pertaining to the Equipment and the use of the ROWs; to the extent, however, that any municipal laws and the Municipal Guidelines are not inconsistent or in conflict with this Agreement or with applicable federal laws.

2.2 **Restrictions on use.** The Company shall not, in the exercise of its rights under this Agreement, unduly interfere with municipal operations, equipment or installations and the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the Municipality on Third Parties to use or access the ROWs

2.3 **Equipment acquired by the Company.** The Parties agree that, where the Company acquires, or has acquired, directly or indirectly, facilities from a Third Party that are located Within the ROWs (the **“New Equipment”**), then, effective the day of the acquisition of the New Equipment by the Company:

- (a) the New Equipment shall form part of the Equipment and shall be governed by the terms and conditions of this Agreement; and

*Initials:* \_\_\_\_\_

- (b) where that Third Party is a Party to a valid and existing municipal access agreement with the Municipality (the “**Old MAA**”) and the Company, directly or indirectly, acquires the rights and obligations under the Old MAA, the Old MAA shall be terminated.

**2.4 No ownership rights.** The Parties acknowledge and agree that:

- (a) the use of the ROWs under this Agreement shall not create nor vest in the Company any ownership or property rights in the ROWs; and
- (b) the placement of the Equipment Within the ROWs shall not create or vest in the Municipality any ownership or property rights to the Equipment.
- (c) Nothing herein contained shall be construed as giving the Company any title, right or interest in the Townships land and shall not relieve the Company responsibilities from any regulations, by-laws or standards.

**2.5 Condition of ROWs.** The Municipality makes no representations or warranties as to the state of repair of the ROWs or the suitability or fitness of the ROWs for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the ROWs on an “as is” basis.

**3. APPLICABLE PERMITS**

**3.1 Municipal Consents**

- (a) Subject to Section 3.3, 3.5, and Schedule “B”, the Company shall not excavate, break up, disturb or do any Work within any ROW without first obtaining approvals from the Municipality, as the case may be.
- (b) For each Work specified in the Schedule “B”, the Company shall submit to the Municipality a completed application in the form / process as specified by the Municipality to the satisfaction of the Municipality.
- (c) The Municipality will take best efforts to issue the Municipal Consent approval within 30 days of receiving a complete application, or such other time as agreed to by the Parties having regard to the complexity of the Work covered by the application and the volume of applications before the Municipality at that time.

**3.2 Permits**

- (a) The Municipality shall relieve the Company of obtaining a road cut permit where a Municipal Consent approval is issued however the company shall comply with other Municipal Standards, as set out in section 2. This may include obtaining other types of permits such as entrance permits, oversized or overweight vehicle permit, reduced load permit or any other type of permit in accordance with municipal by-laws, as amended and the payment of all applicable fees and deposit for the said permit. If a culvert installation is required to access Equipment over or across a roadside ditch, the said culvert shall be installed in accordance with the Municipal Entrance By-law whereas an entrance permit is required, and all applicable fees and deposit are applicable.

**3.3 No Municipal Consents for routine Work.** Notwithstanding Section 3.1, the Company may conduct the activities identified in the “No Permissions Required” Category as identified in *Schedule “B”*, without first obtaining Municipal approval,

*Initials:* \_\_\_\_\_

provided that in no case shall the Company break up or otherwise disturb the hard surface of the ROW without the Municipality's prior written consent.

- 3.4 **Expiry of Municipal Consent.** In the event that the Company has not commenced construction of the approved Work associated with a particular MC within one year of the date of issuance of the MC and has not sought and received an extension to the MC from the Municipality, which extension shall not be unreasonably withheld, the MC shall be null and void. Furthermore, if onsite work has not commenced within 90 days of issuance of the permit, the Company must notify the Municipality one week prior to starting the work.
- 3.5 **Submission of plans.** Unless otherwise agreed to by the Municipality, the Company shall, prior to undertaking any Work that requires a Municipal Consent, submit the following to the Municipality, which are subject to approval and to the satisfaction of the Municipality:
  - (a) construction plans of the proposed Work, showing the locations of the proposed and existing Equipment and other facilities, and specifying the boundaries of the area within the Municipality within which the Work is proposed to take place;
  - (b) Traffic control plans for the protection of the workers, public and traveling public including detours as required to minimize traffic disruption; and
  - (c) all other relevant plans, drawings and other information as may be normally required by the Municipality from time to time for the purposes of issuing Municipal Consent.
- 3.6 **Refusal to Issue a Municipal Consent.** The Municipality may refuse to provide Municipal Consent in accordance with Section 3.1 for any *bona fide* municipal purpose, including but not limited to reasons of public safety and health, conflicts with existing infrastructure, proposed road construction, or the proper functioning of public services, all as identified in writing by the Municipality. Without limiting the foregoing, the Municipality may refuse Municipal Consent where, in the opinion of the Municipality, there is insufficient space within a ROW to accommodate the proposed Equipment, taking into account existing and potential future public service infrastructure.
- 3.7 **Restoration of the Company's service during Emergencies.** Notwithstanding Section 3.1, in the event of an Emergency, the Company shall be permitted to perform such remedial Work as is reasonably necessary to restore its services without complying with Section 3.1; provided that such Work does not unduly disrupt any Municipal service or activity and provided that the Company does comply with Section 3.1 within five (5) business days of completing the Work.
- 3.8 **Temporary changes by Municipality.** Notwithstanding any other provision in this Agreement, the Municipality reserves the right to set, adjust or change the approved schedule of Work by the Company for the purpose of coordinating or managing any major events or activities, including the restriction of any Work during those restricted time periods; provided however, that any such adjustment or change shall be conducted so as minimize interruption to the Company's operations. The Municipality shall use its commercially reasonable efforts to provide to the Company forty-eight (48) hours advance written notice of any change to the approved schedule of Work, except that, in the case of any Emergency, the Municipality shall provide such advance notice as is reasonably possible in the circumstances.

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#### 4. MANNER OF WORK

4.1 **Compliance with Applicable Laws, etc.** All Work shall be conducted and completed to the satisfaction of the Municipality and in accordance with:

- (a) the applicable laws (and, in particular, all laws and codes relating to occupational health and safety);
- (b) the Municipal Guidelines;
- (c) this Agreement; and
- (d) the applicable Municipal Consent issued under Section 3.1.

The Company shall ensure that the performance of Work, whether by the Company or its employees, servants, agents, contractors, or subcontractors, shall be performed to not constitute an unreasonable nuisance or disturbance to abutting or nearby properties or to the owners thereof, and to be performed to not unduly interfere with the Municipality's seasonal operations. The Company shall comply with and ensure that all its contractors and subcontractors comply with any written instructions issued by the Municipality concerning any such nuisance or disturbance regardless of whether such instructions require positive action or discontinuance of action.

4.2 **Underground Equipment.** The Company shall place those portions of the Equipment that cross beneath streets or existing buried utilities in ducts, carrier pipes or encased in concrete, or as otherwise specified by the Municipality.

4.3 **Installation.** The Company shall utilize construction methods that minimize the impact on the ROWs, including but not limited to utilizing existing overhead infrastructure, trenchless installation technology and single trench installation methods.

4.4 **Stoppage of Work.** The Municipality may order the stoppage of the Work for any *bona fide* municipal purpose or cause relating to public health and safety, special events or any circumstances beyond its control. In such circumstances, the Municipality shall provide the Company with a verbal order and reasons to stop the Work and the Company shall cease the Work immediately and secure the site to the satisfaction of the Municipality. Within two (2) business days of the verbal order, the Municipality shall provide the Company with a written stop work order with reasons. When the reasons for the Work stoppage have been resolved, the Municipality shall advise the Company immediately that it can commence the Work.

4.5 **Coordination of Work.** To minimize the necessity for road cuts, construction and the placement of new Equipment within the ROW, the Company shall make best efforts to coordinate its work with other existing and new occupants of the ROW. Where the Company is installing equipment within a ROW, the Company shall use its best efforts to reach an agreement for the use of shared infrastructure wherever possible and demonstrate that those efforts have been made to the Municipality.

4.6 **Identification of contractors.** The Company shall ensure that all its contractors have proper identification visible on the Work site displaying the name of the person for which they work.

4.7 **Emergency contact personnel.** The Company and the Municipality shall provide a list of twenty-four (24) hour emergency contact personnel available at all times and shall ensure that the list is kept current.

4.8 **Emergency work by Municipality.** In the event of an Emergency, the Municipality may take such measures it deems necessary to re-establish a safe

Initials: \_\_\_\_\_

environment, and the Company shall pay the Municipality's reasonable and verifiable Municipal Costs that are directly attributable to the Work or the presence of the Equipment in the ROWs.

- 4.9 **“As-built” drawings.** The Company shall, no later than ninety (90) days after completion of any Work, provide the Municipal Representative with accurate “as-built” drawings, prepared in accordance with such standards as may be required by the Municipality, sufficient, for planning purposes, to accurately establish the plan and profile location of the Equipment installed Within the ROWs. As-built drawings to be provided in electronic format suitable to be incorporated into the Municipality's GIS mapping. The Municipality shall direct all inquiries regarding the location of the Equipment to the Company. Access to Company As-Built records are for use by the Municipality only and shall not be distributed or disclosed to other parties without prior written consent of the Company.
- 4.10 **Where Equipment is located incorrectly.** Where the location of any portion of the Equipment in a ROW is located outside a distance of 1.00m horizontally and/or 0.50m vertically (centre-line to centre-line) from the location approved in the Permit or as shown on the as-built drawings (as accepted by the Municipality) and, as a result, the Municipality is unable to install its facilities within the affected ROWs in the manner it expected based on the Municipal Consent or as-built drawings (the “Conflict”), the following shall apply:
- (a) The Municipality shall notify the Company of the Conflict, and the Company shall, in consultation with the Municipality, attempt to resolve the Conflict.
  - (b) If the Company is unable to resolve the Conflict in a reasonable period time, taking into consideration the circumstances of the situation, then the Company shall pay the Municipality the Municipality's Costs as a direct result of the Conflict.
- 4.11 **Agents and Sub-contractors.**
- (a) Each Party agrees to work with the other Party directly to resolve any issues arising from any acts, omissions or performance of its agents and sub-contractors.
  - (b) The Company shall take full responsibility for all the Work completed, whether by the Company or its employees, servants, agents, contractors or subcontractors. The Company shall comply with and ensure that all of its contractors and subcontractors comply with any written instructions issued by the Municipality.

## 5. REMEDIAL WORK

- 5.1 **General.** Following the completion of any Work, the Company shall leave the ROW in a neat, clean, and safe condition and free from nuisance, all to the satisfaction of the Municipality. Subject to Section 5.5, where the Company is required to break or disturb the surface of a ROW to perform its Work, it shall repair and restore the surface of the ROW to the same or better condition it was in before the Work was undertaken, all in accordance with the Municipal Guidelines and to the satisfaction of the Municipality.
- 5.2 **Permanent Road Restoration.** If the Company has excavated, broken up or otherwise disturbed the surface of a ROW, the requirements for the Company completing the road restoration work shall be restored in accordance with the conditions as set out in the Municipal Consent approval. Note, general

*Initials:* \_\_\_\_\_

reinstatement requirements for roads that have been recently repaved are as follows:

- (a) if pavement has been repaved or overlaid during the five-year period immediately prior to the date of issuance of the Permit, then the Municipality may require that the Company grind and overlay the full lane width of pavement in the ROW. The length of reinstatement of the overlay will be as specified by the Municipality.
- (b) if pavement has been repaved or overlaid during the two-year period immediately prior to the date of issuance, then the Municipality may require that the Company grind and overlay the full width of the pavement in the ROW. The length of reinstatement of the overlay will be as specified by the Municipality.
- (c) in either subsections (a) or (b) above, if Third Parties, including the Municipality as a provider of services to the public, has excavated, broken up or otherwise disturbed the pavement to be ground and overlaid, the costs of that grind and overlay will be apportioned between the Company and the Third Parties based on the area of their respective cuts.

5.3 **Temporary repair.** Where weather limitations or other external conditions beyond the control of the Company do not permit it to complete a final repair to the ROW within the expected period of time, the Company may complete a temporary repair to the ROW; provided that, subject to Section 5.5, the Company replaces the temporary repair with a final repair within a reasonable period of time. All repairs to the ROW by the Company shall be performed in accordance with the Municipal Guidelines and to the satisfaction of the Municipality.

If a temporary repair gives rise to an unsafe condition, then this shall be deemed to constitute an Emergency and the provisions of Section 4.9 shall apply.

5.4 **Warranty of repairs.** The Company warrants its temporary repairs, to the satisfaction of the Municipality until such time as the final repair is completed, or where the Municipality will perform the final repair, until the final repair is undertaken by the Municipality or for a maximum of two (2) years, whichever is less. The Company shall warrant its final repairs for a period of two (2) years from the date of their completion.

5.5 **Repairs completed by Municipality.** Where:

- (a) the Company fails to complete a temporary repair to the satisfaction of the Municipality within seventy-two (72) hours of being notified in writing by the Municipality, or such other period as may be agreed to by the Parties; or
- (b) the Company and the Municipality agree that the Municipality should perform the repair,

then the Municipality may affect such work necessary to perform the repair and the Company shall pay the Municipality's reasonable and verifiable Municipal Costs of performing the repair.

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## 6. LOCATING FACILITIES IN ROWs

- 6.1. **Locates.** The Company agrees that, throughout the Term it shall, at its own cost, record and maintain adequate records of the locations of its Equipment. The Company agrees, at its own cost, to register as a member of Ontario One Call and shall comply with the Ontario Underground Infrastructure Notification System Act, 2012, as amended.
- 6.2. **Emergency Locate Request.** It is agreed that in an event of request for an Emergency Locates under the Ontario One Call system, the Company, at its own cost, shall take all reasonable steps to complete a Locate response (clear or locate) within two (2) hours from its receipt on the system that the Company has designated for those purposes.
- 6.3. **Utility co-ordination committee.** When requested by the Municipality, the Company shall participate in a utility co-ordination committee established by the Municipality and contribute to its equitable share of the reasonable costs of the operation and administration of the committee as approved by such committee.
- 6.4. **Provision of Mark-ups.** The Parties agree to respond within fifteen (15) days to any request from the other Party for a mark-up of municipal infrastructure or Equipment design drawings showing the location of any portion of the municipal infrastructure or Equipment, as the case may be, located within the portion of the ROWs shown on the plans (the “**Mark-ups**”), and shall provide such accurate and detailed information as may be reasonably required by the requesting Party.
- 6.5. **Inaccurate Locates.** Where the Company’s Locates are found to be in error and, as a result, the Municipality is unable to install its facilities within the affected ROWs in the manner it expected based on the Locates provided by the Company, the Municipality will notify the Company of the error, following which the Company shall attempt to resolve the conflict. If the Company is unable to resolve the conflict in a reasonable time commensurate with the situation and to the Municipality’s satisfaction, the Company will pay the Municipality for its reasonable and verifiable Municipal Costs incurred as a direct result of the conflict.

## 7. RELOCATION OF EQUIPMENT

- 7.1 **Municipal Request.** Where the Municipality requires and requests the Company to relocate its Equipment for a *bona fide* municipal purpose, the Municipality shall notify the Company in writing and, the Company shall complete the requested relocation within ninety (90) days thereafter or such other time as agreed to by the Parties at one hundred percent (100%) the Company’s cost, subject to potential reimbursement by the Municipality as set out in **Schedule “A”**. The failure or refusal of the Company to relocate its Equipment to the standard required by the Municipality shall constitute a breach of this Agreement by the Company, and the Company and its representatives, successors and assigns hereby agree to a Consent Judgement Order in the Superior Court of Justice requiring the Company to complete the relocation of its Equipment as required by this agreement.
- 7.2 **Upon Request of the Company.** In the event that the Company wishes to relocate Equipment which has been previously installed in accordance with this Agreement at one hundred percent (100%) its own expense, the Company shall apply for Municipal Consent as specified in section 3.1 of this agreement which is subject to the approval and to the satisfaction of the Municipality

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- 7.3 **Required by Legislation or Lawful Order.** In the event relocation of Equipment is required as a result of the Municipality's compliance with a legislative requirement, Ministerial order or such other law or order of a body which has the ability to force the Municipality to act then the costs of the Relocation and/or related installation work associated with the Equipment shall be performed by the Company at one hundred (100%) its own cost.
- 7.4 **Request by Third Party.** Where relocation of Equipment is required due to the Municipality accommodating a third party (hereinafter "**Third Party Work**"), the required relocation or related installation work shall be conducted by the Company in accordance with the terms of this Agreement respecting installation, and the full cost of the amendment or Relocation shall be borne solely by the third party and paid in advance. The Municipality agrees to provide the Company with ninety (90) days' notice of the need for any such Third Party Work and to require that the relevant third party or parties bear the full cost of such Third Party Work and indemnify the Company against all claims and liabilities arising from the amendment or Relocation as a condition precedent to any such amendment or Relocation.
- 7.5 **Municipal efforts.** Where any relocation of Equipment occurs, the Municipality will make good faith efforts to provide alternative routes for the Equipment affected by the relocation to ensure uninterrupted service to the Company's customers. Once the Company has provided the Municipality with all information the Municipality requires to enable it to process a MC application, the Municipality shall provide, on a timely basis, all MC required to allow the Company to relocate the Equipment.
- 7.6 **Temporary Reconstruction or Realignment of Road Allowances.** The Company shall, upon reasonable prior notice to the Municipality, have the right to:
- (a) temporarily reconstruct or realign certain portions of the Road Allowances in order to permit the delivery or movement of Equipment.

**8. PAYMENT OF FEES AND OTHER CHARGES**

- 8.1 **General.** In addition to the Fees referred to in Section 8.2, the Company covenants and agrees to pay to the Municipality any Roads Permit fees, deposits and security associated with applicable Municipal By-laws, as amended or replaced.
- 8.2 **Municipal Consent Application Fee.** The Company shall pay to the Municipality a Municipal Consent application fee of \$100 + HST, subject to a three percent (3%) increase per year, per kilometre of ROW impacted by the Company's Work. No Municipal Consent application will be processed or granted by the Municipality until this fee is paid. In the event that the Municipality adopts a by-law to charge fees for the approval of all Municipal Consents, the Municipal Consent application fee prescribed by by-law shall supersede the fee set out in this section and the fee set out in this section shall no longer apply.
- 8.3 **Invoices.** Unless expressly provided elsewhere in this Agreement, where there are any payments to be made under this Agreement, the Party requesting payment shall first send a written invoice to the other Party, setting out in detail all amounts owing, including any applicable provincial and federal taxes and interest payable on prior overdue invoices, and the payment terms. The Parties agree that all payments shall be made in full by no later than sixty (60) days after the date of the invoice was received.

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9. TERM AND TERMINATION

9.1 **Initial term and renewal.** This Agreement shall have an initial term of five (5) years commencing on the Effective Date (hereinafter referred to as the “**Initial Term**”) and shall be renewed automatically for three (3) successive five (5) year terms unless:

- (a) this Agreement is terminated by either Party in accordance with section 9.2 and 9.3 of this Agreement;
- (b) a Party delivers initial notice of non-renewal to the other Party at least 180 days prior to the expiration of the then current term; or
- (c) this Agreement is replaced by a New Agreement (as defined below) between the Parties.

9.2 **Termination by either Party.** Either Party may terminate this Agreement without further obligation to the other Party, upon providing at least thirty (30) days written notice in the event of a material breach of this Agreement by the other Party after notice thereof and failure of the other Party to remedy or cure the breach within thirty (30) days of receipt of the notice. If, however, in the view of the non-breaching Party, it is not possible to remedy or cure the breach within such thirty (30) day period, then the breaching Party shall commence to remedy or cure the breach within such thirty (30) day period and shall complete the remedy or cure within the time period stipulated in writing by the non-breaching Party.

9.3 **Termination by Municipality.** The Municipality may terminate this Agreement by providing the Company with at least seven (7) days written notice in the event that:

- (a) the Company becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or becomes voluntarily subject as a debtor to the provisions of the *Companies’ Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act*;
- (b) the Company assigns or transfers this Agreement or any part thereof other than in accordance with Section 18.2; or
- (c) the Company ceases to be eligible to operate as a Carrier.

9.4 **Obligations and rights upon termination or expiry of Agreement.** Notwithstanding any other provision of this Agreement, if this Agreement is terminated (other than in accordance with Section 9.3) or expires without renewal, then, subject to the Company’s rights to use the ROWs pursuant to the Telecom Act and, unless the Company advises the Municipality in writing that it no longer requires the use of the Equipment:

- (a) the terms and conditions of this Agreement shall remain in full force and effect until a new municipal access agreement (a “**New Agreement**”) is executed by the Parties; and
- (b) the Parties shall enter into meaningful and good faith negotiations to execute a New Agreement and, if, after six (6) months following the expiry of this Agreement, the Parties are unable to execute a New Agreement, then either Party may apply to the CRTC to establish the terms and conditions of the New Agreement.

9.5 **Removing abandoned Equipment.** Where the Company advises the Municipality in writing that it no longer requires the use of any Equipment, the Company shall, at the Municipality’s request and within a reasonable period of time

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as agreed to by the Parties, act as follows at the Company's sole cost and expense:

- (a) Remove the abandoned Equipment that is above ground.
- (b) Subject to (c) immediately below, make safe any underground vaults, manholes and any other underground structures that are not occupied or used by a Third Party, (collectively "**Abandoned Underground Structures**").
- (c) Where, in the reasonable opinion of the Municipal Representative, the Abandoned Underground Structures will interfere with any municipally-approved or anticipated project that will require excavation or otherwise disturb the portions of the ROWs in which the Abandoned Underground Structures are located, then the Company shall, at or about the time the excavation of such portions of the ROWs for said project commences, remove the Abandoned Underground Structures therein.

Upon removal of the abandoned Equipment or upon the removal or making safe of Abandoned Underground Structures, the Company shall repair any damage resulting from such removal or making safe and restore the affected ROWs to the condition in which they existed prior to the removal or making safe. If the Company fails to remove Equipment or to remove or make safe Abandoned Underground Structures and restore the ROWs within the time specified above, and to the satisfaction of the Municipal Representative, the Municipality may complete said work and the Company shall pay the associated Municipal Costs.

- 9.6 **Continuing obligations.** Notwithstanding the expiry or earlier termination of this Agreement, each Party shall continue to be liable to the other Party for all payments due and obligations incurred hereunder prior to the date of such expiry or termination.

10. **INSURANCE AND SECURITY**

- 10.1 **General.** Throughout the term of this Agreement and any renewals or extension thereto, the Company shall maintain, at its sole expense, insurance (the "**Company Insurance**") in an amount and description as described below to protect the Company and the Municipality from claims for damages, bodily injury (including death) and property damage which may arise from the Company's operations under this Agreement, including the use or maintenance of the Equipment Within the ROWs or any act or omission of the Company and its employees, contractors and agents while engaged in the Work. Such insurance shall be placed with an Insurer licensed to conduct business in Ontario. The Company Insurance shall include all costs, charges and expenses reasonably incurred with any injury or damage. The company is responsible to keep their property / assets insured – failure to do so shall not impose any liability on the Municipality
- 10.2 **Comprehensive general liability.** Without limiting the generality of the foregoing, the Company shall obtain and maintain commercial general liability issued on an occurrence-based for an amount not less than Five Million Dollars (\$5,000,000.00) per claim / aggregate (exclusive of interest and costs); which:
- (a) covers claims and expenses for liability including, but not limited to, bodily injury and property damage including loss of use; personal injury; blanket contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations;

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employees as Additional Insured(s); contingent employers' liability; tenants legal liability; cross liability and severability of interest clause. Coverage shall not contain any exclusions with respect to explosion, collapse and under ground property damage hazards.

- (b) Such insurance shall add the Municipality as Additional Insured subject to a waiver of subrogation. This insurance shall be non-contributing with and applies as primary and not as excess of any insurance available to the Municipality.

10.3 **Automobile Liability Insurance** with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than Two Million Dollars (\$2,000,000) inclusive for each and every loss.

10.4 **Environmental Liability** for a limit of not less than Two Million Dollars (\$2,000,000) per Incident / Aggregate covering third party liability including on-site and off-site clean up cost and restoration. Coverage shall be written to include gradual and sudden/accidental basis. If coverage is written on a claims-made basis, coverage shall be maintained for a period of 2 years subsequent to the conclusion of services or contact 24 month extended reporting period

10.5 **General insurance conditions.**

- (a) Within 30 days of acceptance of this agreement and prior to the commencement of work, the Company shall obtain and maintain until the termination of the contract or otherwise stated and provide the Municipality with the certificates of insurance as described above which evidences the cross liability and severability clauses and confirms the Municipality as an "additional insured". Thereafter, the Company shall provide the Municipality with evidence of all renewals of the Company Insurance in a form acceptable to the Municipality.
- (b) Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the Company and the Municipality shall bear no cost towards such deductible.
- (c) that the Company Insurance shall not be cancelled, lapsed or materially changed to the detriment of the Municipality without at least thirty (30) business days' notice to the Municipality.
- (d) The Company will immediately notify the Municipality of any changes to or cancellation of the Company Insurance if they will directly affect or reduce the coverage made available to the Municipality.
- (e) The Municipality reserves the right to request evidence that the Company maintains other industry standard insurance to cover any additional exposures.

10.6 **Workplace Safety and Insurance Board.** The Company shall provide Workplace Safety and Insurance Board ("WSIB") clearance certificate that confirms the Company is in good standing with the WSIB. The Company shall ensure the WSIB clearance remains in effect when the Company's personnel are working within the ROWs.

10.7 **Security.**

- (a) If it is reasonably determined by the Municipality, in their sole discretion, that a security deposit is required because of a significant impact on municipal infrastructure, the Company shall provide a certified cheque, bank draft or electronic funds transfer (EFT) in a form satisfactory to the Municipality, for the amount of \$100 per kilometre of ROW impacted by the

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Company's Work (the "**Deposit**"). The Deposit is for general security purposes and will be deposited into an account held by the Municipality. The Municipality may draw upon the Deposit against any of the Company's outstanding or non-compliant obligations under this Agreement. The Company shall 'top-up' the Deposit in the event the Deposit needs to be drawn upon by the Municipality.

- (b) The Municipality agrees to release the Deposit once the Company has fulfilled the conditions of the applicable Work and restored the area to the satisfaction of the Municipality.
- (c) The Parties agree that form of security set out in this section is established as an interim measure and may be re-negotiated following the initial Term of the Agreement.

**11. RESPONSIBILITY AND INDEMNIFICATION**

- 11.1 **No liability Municipality.** The Company hereby acknowledges that the placement, installation, construction, reconstruction, inspection, maintenance, operation, alteration, enlarging, repair, replacement, relocation and/or removal of the Equipment by the Company is performed entirely at the risk of the Company and that the Municipality shall in no way or under any circumstances be responsible or liable to the Company, its contractors, agents, or customers for any damage or losses in consequence thereof, unless due to the negligence or willful misconduct of the Municipality or those for whom at law it is responsible.
- 11.2 **Company Indemnity.** Subject to subsection 11.5, the Company hereby releases, indemnifies, completely holds harmless, and agrees to defend the Municipality, their elected officials, officers, employees and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or attributable to the negligence or willful misconduct of the Company, their officers, employees, contractors, sub-contractors or others who the Company is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Company in accordance with this agreement and shall survive this agreement.
- 11.3 **Municipality Acknowledgement.** The Municipality hereby acknowledges that it is responsible for its negligence and the negligence of those for whom it is responsible for at law.
- 11.4 **Municipality Indemnity.** The Municipality hereby releases, indemnifies, completely holds harmless, and agrees to defend the Company, its officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs which the Company and its successors and assigns may at any time or times hereafter bear, sustain, suffer, be put to or incur by reason of its negligence or willful misconduct and the negligence or willful misconduct of those for whom it is responsible at law.
- 11.5 **No liability, both Parties.** Notwithstanding any other provision in this Agreement, neither Party shall be liable to any person in any way for special, incidental, indirect, consequential, exemplary, or punitive damages, including damages for pure economic loss or failure to realize expected profits, howsoever caused, or contributed to, in connection with this Agreement and the performance or non-performance of its obligations hereunder.

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11.6 **Survival.** The obligation of a Party to indemnify, defend and save harmless the other Party shall survive the termination or expiry of this Agreement.

12. ENVIRONMENTAL LIABILITY

12.1. **Municipality not responsible.** The Municipality is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance in connection with the Company’s occupation or use of the ROWs, unless such damage was caused directly or indirectly by the negligence or wilful misconduct of the Municipality or those for which it is responsible in law.

12.2. **Company to assume environmental liabilities.** The Company agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the ROWs, including, without limitation, any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the ROWs that result from:

- (a) the occupation, operations or activities of the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company Within the ROWs; or
- (b) any Equipment brought or placed Within the ROWs by the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company.

unless such damage was caused directly or indirectly in whole or in part by the negligence or wilful misconduct on the part of the Municipality or those for which it is responsible in law.

13. NO JOINT VENTURE, PARTNERSHIP OR CO-OWNERSHIP

13.1 **No Joint Venture.** The Parties hereby acknowledge and agree that this Agreement is solely an access agreement, and that no relationship is formed between the Parties in the nature of a joint venture, partnership co-ownership arrangement or other similar relationship.

14. FORCE MAJEURE

14.1 **Force Majeure.** Except for the Parties’ obligations to make payments to each other under this Agreement, neither Party shall be liable for a delay in its performance or its failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, or other catastrophes; government, legal or statutory restrictions on forms of commercial activity; or order of any civil or military authority; national emergencies, insurrections, riots or wars or strikes, lock-outs or work stoppages (“**Force Majeure**”). In the event of any one or more of the foregoing occurrences, notice shall be given by the Party unable to perform to the other Party and the Party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. Should the suspension of obligations due to Force Majeure exceed two (2) months, either Party may terminate this Agreement without liability upon delivery of notice to the other Party.

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15. DISPUTE RESOLUTION

15.1 **General.** The Parties hereby acknowledge and agree that:

- (a) this Agreement has been entered into voluntarily by the Parties with the intention that it shall be final and binding on the Parties until it is terminated or expires in accordance with its terms; and
- (b) it is the intention of the Parties that all Disputes (as defined in subsection 15.2) be resolved in a fair, efficient, and timely manner without incurring undue expense and, wherever possible.

15.2 **Resolution of Disputes.** The Parties will attempt to resolve any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement (“**Dispute**”) promptly through discussions at the operational level. In the event a resolution is not achieved, the disputing Party shall provide the other Party with written notice of the Dispute and the Parties shall attempt to resolve such Dispute between senior officers who have the authority to settle the Dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve the Dispute within thirty (30) days of the non-disputing Party’s receipt of written notice, the Parties agree to utilize the informal mediation services of the CRTC in an attempt to resolve the Dispute. Should the Dispute fail to resolve using the CRTC’s informal mediation process, either Party may submit the Dispute to the CRTC for resolution.

15.3 **Continued performance.** Except where clearly prevented by the nature of the Dispute, the Municipality and the Company agree to continue performing their respective obligations under this Agreement while a Dispute is subject to the terms of this Section 15.

16. NOTICE

16.1 **Method of Notice.** Any notice or any other communication required or permitted to be given under this Agreement shall be in writing. E-mail correspondence shall be considered to be ‘in writing’ and shall be deemed effective if and at the time delivery is confirmed to the e-mail addresses of the representative officer of a party listed below or to such other e-mail address as provided by a party in writing during this Agreement to serve as an e-mail address to which notice may be provided. Notice may also be effective if delivered by facsimile (if applicable), registered mail or personal delivery and/or by courier with receipt verified by signature, to the officer position noted below for a party or to such other address as may be provided by a party in writing during this Agreement to serve as an address and officer to which notice may be provided. Notice shall be deemed effective at the time of delivery.

16.2 Any notice in writing may be delivered to each of the parties by delivering to the acting officers and addresses set out below:

**To the Municipality:**  
The Corporation of the Township of South Glengarry  
Attn: Kelli Campeau, Clerk  
6 Oak Street, Box 220, Lancaster, ON, K0C 1N0  
E: kcampeau@southglengarry.com

Initials: \_\_\_\_\_

**To the Company:**

Netsolid Internet Solutions Inc.  
Attn: Rolf Paulussen  
Address: 3-490 rue Leger, Riviere-Beaudette, Qc, J0P 1R0  
Email: [rolf@netsolid.ca](mailto:rolf@netsolid.ca)

With copy to:

Netsolid Internet Solutions Inc.  
Attn: John Matzaras  
Address: CP 145 Succ. Saint-Charles, Kirkland, Qc, H9H 0A3  
Email: [legal@netsolid.ca](mailto:legal@netsolid.ca)

- 16.3 **Delivery of Notice.** Any notice given pursuant to Section 16.1 shall be deemed to have been received on the date on which it was delivered in person, or, if transmitted by E-mail or facsimile (if applicable) during the regular business hours of the Party receiving the notice, on the date it was transmitted, or, if transmitted by E-mail or facsimile (if applicable) outside regular business hours of the Party receiving the notice, on the next regular business day of the Party receiving the notice; provided, however, that either Party may change its address and/or E-mail address or facsimile number (if applicable) for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other Party in the manner described above.

**17. FOREIGN CORRUPT PRACTICES ACT AND ANTI-BRIBERY INDEMNITY**

- 17.1 Notwithstanding anything to the contrary herein, the Municipality, in its administration of this Agreement, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section, **"anything of value"** includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "Governmental official" shall mean any person holding any level of legislative, administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above. The Municipality shall indemnify and hold harmless the Company from all claims brought against the Company as a result of the Municipality or its representatives' failure to comply with Anti-Bribery Law. The Municipality shall immediately report any breach of Anti-Bribery Law by the Municipality or its representatives. The Municipality shall immediately report any breach of Anti-Bribery Law by the Municipality or its representatives'. The Company shall have the right to audit the Municipality's books and records with respect to payments made on behalf of the Company in the event that the Company believes that the Municipality has violated this Section 17. The Company

*Initials:* \_\_\_\_\_

shall have the right to immediately terminate all payments to the Municipality under this Agreement if the Municipality fails to comply with this Section 17.

**18. GENERAL**

**18.1 Entire Agreement.** This Agreement, together with the Schedules attached hereto, constitute the complete and exclusive statement of the understandings between the Parties with respect to the rights and obligations hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties.

**18.2 Assignment.** This Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the other Party. Notwithstanding the above, the Company may assign this Agreement to an affiliate or a purchaser of substantially all of the assets of the Company without the consent of the Municipality provided that the Company provides the Municipality with notice of the assignment and the affiliate or purchaser has agreed to be one hundred percent (100%) responsible for all the obligations of the Company under this Agreement.

**18.3 Gender and number.** In this Agreement, words importing the singular include the plural and vice versa, words importing gender, include all genders.

**18.4 Currency.** Unless otherwise indicated, references in this Agreement to money amounts are to the lawful currency of Canada.

**18.5 Parties to act reasonably.** Each Party shall at all times act reasonably in the performance of its obligations and the exercise of its rights and discretion under this Agreement.

**18.6 Amendments.** Except as expressly provided in this Agreement, no modification of or amendment to this Agreement shall be effective unless agreed to in writing by the Municipality and the Company.

**18.7 Survival.** The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to indemnification and the making of any and all payments due hereunder.

**18.8 Waiver.** Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

**18.9 Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

**18.10 Enurement.** This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns, and may not be changed or modified except in writing, duly signed by the Parties hereto.

**18.11 Counterparts:** This Agreement may be executed by the Parties and delivered by E-mail or PDF transmission and in one or more counterparts which when held together shall be considered one and the same Agreement.

*Initials:* \_\_\_\_\_

- 18.12 **Equitable Relief.** Either Party may, in addition to any other remedies it may have at law or equity, seek equitable relief, including without limitation, injunctive relief, and specific performance to enforce its rights or the other party’s obligations under this Agreement.
- 18.13 **Governing law.** This Agreement shall be governed by the laws of the Province of Ontario and all federal laws of Canada applicable therein.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

**IN WITNESS WHEREOF** the Parties have affixed their respective signatures hereto, being the effective endorsement of their duly authorized officers:

**TOWNSHIP OF SOUTH GLENGARRY**

Date: \_\_\_\_\_

\_\_\_\_\_  
Mr. Lachlan McDonald, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Ms. Kelli Campeau, Clerk

*We have the authority to bind the Corporation*

**NETSOLID Internet Solutions Inc.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Per: Rolf Paulussen  
Title: Operations  
*I have the authority to bind the Corporation*

**SCHEDULE “A”**  
**RELOCATION COSTS**

1. **Reimbursement by Municipality for the Company’s Relocation Costs.** The Municipality shall reimburse the Company for all or part of its reasonable and verifiable costs of completing any relocation requested by the Municipality (the “**Relocation Costs**”) based upon the following principles, methodologies and procedures:

- (a) For Equipment that is not located within the tolerable limits, as described in Section 4.10 of this agreement, from the location approved by the Municipal Consent or “standard location”, as the case may be, there shall be no cost to the Municipality to relocate the Equipment.
- (b) For Equipment for which a Municipal Consent was granted, the Municipality shall pay the percentages of the Company’s Relocation Costs (“in kind” or “like-for-like” Equipment) set out in the following table:

Year in which Municipal Consent was granted	Percentage or Relocation Costs paid by Municipality
Year 1 to Year 5 (inclusive)	100%
Year 6 to Year 10 (inclusive)	50%
Year 11 to 15 (inclusive)	25%
Year 16 +	0%

For the purpose of this Section, the age of the infrastructure is the current date minus the date of the issuance of the Municipal Consent.

- (c) Within thirty (30) days of receiving the request from the Municipality to relocate the Equipment, the Company shall provide the Municipality with a written estimate of the Relocation Costs for such relocation, including an estimate of the Municipality’s reimbursement under the subsection (b).
- (d) Within sixty (60) days of completing the relocation, the Company may provide the Municipality with a written invoice for the actual Relocation Costs in a format that clearly identifies the Municipality’s reimbursement under subsection (b) and delineates materials, labour, and any other project costs.

2. **Equipment affected by the Municipality’s Capital Works Plan.** Prior to the approval of the MC, the Municipality may advise the Company in writing whether the Company’s proposed location for new Equipment will be affected within the next five (5) years by the Municipality’s ten-year (10 year) capital works plan (the “**Capital Works Plan**”). If the Municipality advises that the new Equipment will be so affected and the Company, despite being advised of such, requests the Municipality to issue the MC, then the Municipality may issue a conditional MC stating that, if the Municipality requires, pursuant to any project identified in the Capital Works Plan as of the date of approval, the Company to relocate the Equipment within five (5) years of the date of the MC, the Company will be required to relocate the Equipment at its own cost, notwithstanding Section 1 above.

3. **Municipality not responsible for Third Party Relocation Costs.** Unless otherwise agreed to between the Municipality and the Third Party, in no event shall the Municipality be responsible under this Agreement for:

- (a) the costs of the Company to relocate Equipment at the request of a Third Party; or
- (b) the costs of relocating the facilities of a Third Party installed on or in the Equipment; or

Initials: \_\_\_\_\_



- (c) the costs of the Company to relocate Equipment where the Company is a Third Party to the owner of the Equipment.
- 4. **Emergency temporary relocation.** In cases of an Emergency that requires the Company to temporarily relocate the Equipment, the Parties shall work co-operatively and expeditiously to complete the relocation as soon as practicably possible; provided, however, that the Municipality may, with at least twenty-four (24) prior notice to the Company, take any measures it deems necessary for reasons of public health and safety.
- 5. **Relocation performed by Municipality.** If the Company fails to complete the relocation in accordance with Section 7.1 of this Agreement, the Municipality may, at its option, complete such relocation and the Company shall pay the Municipality's reasonable and verifiable costs of the relocation.
- 6. **Discontinuance of ROW.** Where the Municipality authorises the legal closing of a ROW under its jurisdiction as a public highway either by Court Order or By-law, the Municipality shall be responsible for registering an easement against the property in favour of the Company unless alternative arrangements have been made, all to the satisfaction of the Company.

*Initials:* \_\_\_\_\_

**SCHEDULE “B”**

**REQUIRED PERMITS AND PERMISSIONS**

WORK ACTIVITY	Municipal Consent Required	Road Cut Permit Required	Notification Only	No Permissions needed
Any installation of Equipment that requires excavation in the ROW, including: <ul style="list-style-type: none"><li>– the installation of buried Equipment crossing a road;</li><li>– the installation of new Above-ground Equipment<sup>1</sup>;</li><li>– the relocation of buried Equipment or Above-ground Equipment;</li><li>– the replacement of existing Above-ground Equipment with equipment that is significantly larger; and</li><li>– the installation of any buried Service Drops within the ROW.</li></ul>	X			
The installation of aerial equipment (excluding aerial Service Drops)	X			
Any work that requires traffic control or blocks any portion of the travelled portion of a highway			X	
Tree trimming on ROWs			X	
The replacement of existing Above-ground Equipment without adding more Equipment or significantly increasing its size (pole replacements excluded)				X
The installation of buried Service Drops that do not cross a road or break the hard surface of a ROW			X	
Pulling cable through existing underground duct				X
The installation of or repair to aerial Service Drops				X
The maintenance, testing and repair of Equipment where there is no physical disturbance or changes to the ROW				X
Any other Work activity agreed to by the Municipality				X

1

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 43-2023  
FOR THE YEAR 2023**

***BEING A BY-LAW TO AUTHORIZE A MUNICIPAL ACCESS AGREEMENT  
BETWEEN THE CORPORATION OF THE TOWNSHIP OF SOUTH  
GLENGARRY AND NETSOLID INTERNET SOLUTIONS INC.***

**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** Section 5 (3) of the *Municipal Act, 2001 S. O. 2001*, provides that a municipal power, including a municipality's capacity, rights, powers and privileges shall be exercised by by-law unless the municipality is specifically authorized to do otherwise.

**AND WHEREAS** the Township of South Glengarry wishes to authorize an agreement with Netsolid for the non-exclusive right to construct and operate their equipment within the Township Right of Way

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

1. **THAT** authorization be given to enter into an agreement with Netsolid Internet Solutions Inc., attached hereto as Schedule 'A' and forming part of this by-law.
2. **THAT** the Mayor and Clerk be authorized to sign all applicable documents.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED  
IN OPEN COUNCIL THIS 19<sup>TH</sup> DAY OF JUNE 2023.***

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



## **STAFF REPORT**

**S.R. No. 90-2023**

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

**PREPARED FOR:** Council of the Township of South Glengarry

**COUNCIL DATE:** June 19, 2023

**SUBJECT:** Delegated Authority for Patio Encroachment Permits

### **BACKGROUND:**

1. The Township has received a request from the South Glengarry Restaurant to have a patio on the south side of the restaurant. A sketch of the proposed patio is appended to this report.
2. The request is for an additional 10 tables with 4 seatings per table. Currently the permit approves maximum occupancy for 80 people inside and 18 people outside for a total of 98 but the restaurant current inside seating sits at 58 and 12 outside for a total of 70.
3. The patio would be located on the Municipal Road Allowance and an Encroachment Agreement will need to be executed.
4. There is potential for other requests that could also encroach on Municipal Road Allowances.

### **ANALYSIS:**

5. Township Council had [previously](#) provided the General Manager of Infrastructure Services with delegated authority for the approval of Encroachment Agreements from June 15, 2020 through November 30, 2020.
6. If Council is agreeable to these types of summer temporary patio encroachments, it would be efficient to delegate the authority to enter into the Encroachment Agreement(s) to the General Manager of Infrastructure Services for this term of Council.
7. By Law 44-2023 would delegate authority for the approval of Encroachment Agreements to the General Manager of Infrastructure Services until October 31, 2026.

**IMPACT ON 2023 BUDGET:**

N/A

**ALIGNMENT WITH STRATEGIC PLAN:**

Goal 1: Enhance economic growth and prosperity

Goal 4: Improve quality of life in our community

Goal 5: Improve internal and external communication

**RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report 90-2023 be received and that By-law 44-2023, being a by-law to delegate authority for the approval of Encroachment Agreements for commercial patios that encroach on Township road allowances be read a first, second and third time, passed, signed and sealed in open council this 19<sup>th</sup> day of June 2023 and furthermore, that the delegated authority expire on October 31, 2026.

---

**Recommended to Council for  
Consideration by:  
ACTING CAO – KELLI CAMPEAU**

**Duration**

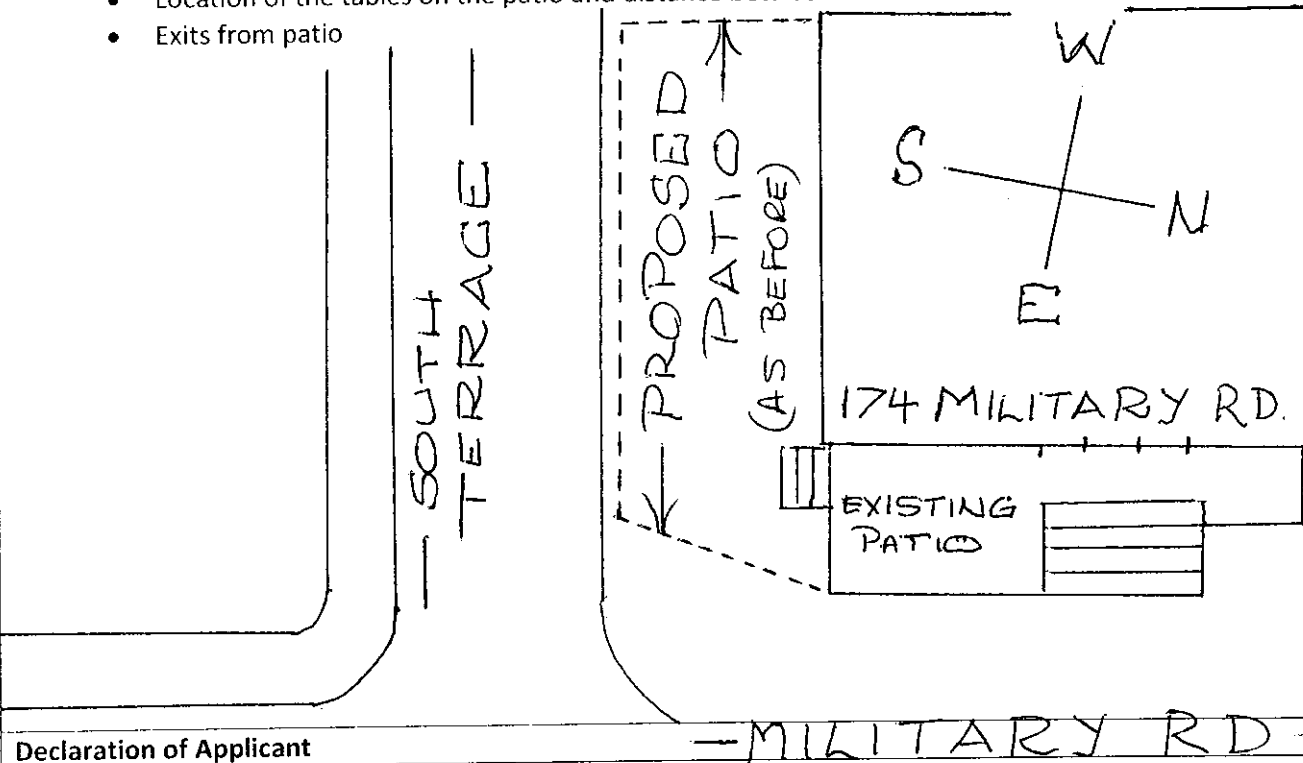
Please indicate dates the patio will be operational (Please note that the Temporary Patio Permit is only valid for up to 8 months):

APPROX MAY 15 TO OCT 1ST 2023.

**Site Plan**

In the area below or as a separate attachment, please include a drawing of the patio which includes:

- The location of the patio
- The dimensions of the patio
- What will be used to identify the area of the patio, such as pylons, fencing or planter boxes
- Location of the tables on the patio and distance between tables
- Exits from patio



**Declaration of Applicant**

I, MICHAEL MILLER, declare that:  
(print name)

613-861-0963.

1. The information contained in this application is true to the best of my knowledge.
2. If the owner is a corporation or partnership, I have the authority to bind the corporation or partnership.

APRIL 10/23  
Date

Michael Miller  
Signature of Applicant

**Approval by Chief Building Official**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Building Official Signature



**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 44-2023  
FOR THE YEAR 2023**

***BEING A BY-LAW TO DELEGATE APPROVALS FOR COMMERCIAL  
PATIO ENCROACHMENT AGREEMENTS TO THE GENERAL  
MANAGER OF INFRASTRUCTURE SERVICES.***

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

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

**AND WHEREAS** the *Municipal Act, 2001*, c. 25 s. 23.1 authorizes a municipality to delegate some of its powers and duties to a person or boy subject to the restrictions of the Act;

**AND WHEREAS** the *Municipal Act, 2001*, c. 25 s. 23.2 permits the delegation of a legislative power to an individual where, in the opinion of the Council, the power being delegated is minor in nature;

**AND WHEREAS** the Council of the Township of South Glengarry deems it appropriate to delegate authority to approve encroachment agreements for commercial patios.

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

**1. DEFINITIONS**

- a. “General Manager Infrastructure Services” means the individual employed by the Township of South Glengarry in the position of General Manager Infrastructure Services to generally manage the Infrastructure of the Township of South Glengarry.
- b. “Clerk” means the Clerk and Deputy Clerk of the Township.
- c. “Council” means the Council of the Corporation of the Township of South Glengarry acting as per the Municipal Act as the governing body of the Township, comprised of three members: Mayor, Deputy Mayor and three Councillors.
- d. “Mayor” means the Head of Council as defined in the Municipal Act, 2001, of the Township of South Glengarry.
- e. “Township” means the Township of South Glengarry.

**2. GENERAL APPLICATION OF THIS BY-LAW**

- a. THAT upon coming into force of this by-law, the General Manager Infrastructure Services has, in lieu of the Council of the Township of South Glengarry, all powers and rights in respect of the authority hereby delegated, and the General Manager Infrastructure Services shall be responsible for all matters pertaining thereto, subject always to the terms and limitations of any applicable Act or by-law.
  
- b. THAT the General Manager Infrastructure Services is authorized to do all acts necessary to carry out the authority vested in the General Manager Infrastructure Services pursuant to this by-law, including affixing his/her signature as required to all documents and plans.
  
- c. Notwithstanding the delegation of approval authority in 3.a. and 3.b., an application shall be approved by Council where so requested by either Council, the General Manager Infrastructure Services or the applicant.

**3. AUTHORIZED DELEGATION**

- a. THAT the Council of the Township of South Glengarry hereby delegates to the General Manager Infrastructure Services the authority to approve Encroachment Agreements for commercial patios that encroach on the Township’s road allowance.
  
- b. THAT this authority shall be in place until October 31, 2026.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS 19<sup>TH</sup> DAY OF JUNE 2023.***

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



**CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY**

<b>MOVED BY</b>	<b>Martin Lang</b>	<b>RESOLUTION NO.</b>	
<b>SECONDED BY</b>		<b>DATE</b>	<b>June 19, 2023</b>

WHEREAS, the Council of the Township of South Glengarry received a letter from The Women of Ontario Say No requesting that the Township demonstrate support for Bill 5 by way of public endorsement.

NOW THEREFORE BE IT RESOLVED THAT, the Township of South Glengarry supports Bill 5, Stopping Harassment and Abuse by Local Leaders Act and that this resolution be sent to Premier Ford, the Association of Municipalities of Ontario and all Ontario Municipalities.

☐ CARRIED

☐ DEFEATED

☐ POSTPONED

---

Mayor Lachlan McDonald

Recorded Vote:	Yes	No
Mayor McDonald	___	___
Deputy Lang	___	___
Councillor Jaworski	___	___
Councillor McDonell	___	___
Councillor Bougie	___	___

# #THEWOMENOFONTARIOSAYNO

## An Overview for Bill 5\*: The Stopping Harassment and Abuse by Local Leaders Act

### The Issue at Hand

Municipally elected leaders do not have an appropriate accountability structure when it comes to perpetrating violence and harassment in the workplace. In fact, if a claim of egregious (the most severe) harassment is substantiated; the maximum penalty that can be imposed is three months without pay. But the councillor can retain their position, return to the workplace and seek re-election.

This differs from any other workplace in the province, where not only are workplaces mandated to have violence and harassment in the workplace policies (Bill 168), these policies outline consequences for egregious violation which includes termination.

### Why this Bill is so important

The Bill was introduced as a private members bill, as a response to a sitting councillor in Ottawa who was able to seek re-election, even with outstanding claims of egregious sexual harassment (investigation by the Integrity Commissioner was underway). Other instances of councillors perpetrating harassment include Brampton, Barrie and Mississauga. Since this advocacy effort has started, there are further instances cited in many other municipalities across the province of Ontario.

### What will the Bill do?

The Bill has three primary components:

1. Require councillors to comply with the workplace violence and harassment policies of the municipality they represent.
2. Permit municipalities to direct the Integrity Commissioner to apply to the court to vacate a member's seat for failing to comply with the municipality's workplace violence and harassment policies.
3. Restrict councillors—whose seat has been vacated—from seeking immediate subsequent re-election.

### The Consequences of Doing Nothing

When councillors are able to perpetrate harassment without being held to account, a toxic message is sent to the community. It means that as an elected official:

1. You are immune to the communal standards of treatment we have come to expect from the population at large, and;
2. You can abuse your power, unchecked, and continue to have the privilege of serving the population that elected you.

A fundamental, underlying principle of broadening diversity, equity and inclusion in politics rests on the assumption that the workplace is SAFE. This is currently not the case. As such, despite the most recent municipal elections in October, 2022, councillors currently can perpetrate the most egregious acts of harassment and keep their jobs.

This has an immeasurably negative impact on communities.

1. Community members and/or municipal staff may not feel safe meeting with their local ward councillor.
2. If a person is harassed, they may not see the point of filing a complaint with the Integrity Commissioner—if suitable action cannot be taken.
3. There is no deterrent for councillors when it comes to perpetrating harassment when they know they can still keep their job.
4. It stifles diversity of voice at the local decision making table—when personal safety is at risk, quality people may be deterred from seeking election.
5. When councillors who have perpetrated harassment to staff or fellow councillors can retain their position, no matter how serious, it creates and protects toxic workplaces, which in turn has an adverse effect on mental health in the workplace and throughout the community.

To learn more check out:  
[thewomenofontariosayno.com](https://thewomenofontariosayno.com)



\* In reference to Bill 5, once passed, it will be applicable to ALL municipalities in Ontario at the same time.

6. Lack of accountability supports current systems of privilege and immunity of a certain segment of the population, which is not optimal for healthy communities.
7. It sends the message that if you have power, you are different, and superior to the average citizen.

## History of the Bill

Private Members' Bills do not often get passed. They usually deal with an issue of public interest. In this instance, the Bill has received all party support. It was introduced as Bill 260, then the legislature was prorogued when the Federal Election was called. It was then reintroduced as Bill 10, but died when the provincial election was called. It has since been introduced as Bill 5 and it is slated for its second reading in May, 2023. This Bill needs support from every avenue to become law.

## The Bill will amend:

1. *Municipal Act, 2001*
2. *The City of Toronto Act, 2006*

## How you can help:

1. **Share, Like and Follow** on Social Media: @womenofontariosayno.
2. **Deliver a presentation** to a municipal council in Ontario requesting support (materials provided). This is a unique approach to advocacy, but is appropriate to approach local councils, as it is their workplace.
3. **Provide social media content**- send us a video as to why you or your organization/business supports Bill 5. Better yet—capture the reaction of those who are unaware of this gap in legislation and see if they are comfortable providing their reaction on a video or a quote. It is hard to believe we need to advocate for this.
4. **Showcase your organization or community groups' logo** on our website to add credibility and legitimacy to the advocacy effort.
5. **Meet, write, or call your local MPP** and express that this legislation matters to you, your organization, and their constituents in the community.

6. **Share information** with your networks.
7. **Email the Ontario Human Rights Commission** and request a public inquiry into the issue:

[legal@ohrc.on.ca](mailto:legal@ohrc.on.ca)

8. Make a financial contribution to ensure **this never happens to another person in any community in Ontario ever again**. Check out the gofundme page to help support a full-time advocate to speak with all MPPs in the province.

[www.gofundme.com/f/basic-human-rights-in-ontario](https://www.gofundme.com/f/basic-human-rights-in-ontario)

9. Feel empowered to have the hard conversations. So much of grassroots change occurs at our dinner table, speaking with a neighbour, or your local councillor. Start talking about the issue. Express the change you want to see and never feel ashamed to advocate for basic human rights. We often feel we have to be experts in legislation to advocate for it. We are all experts in how we want to be treated. Let this be your guide.

## Be part of the change

Make sure your municipality is in support! Below is a growing list of municipalities since September 2022 that have formally endorsed and communicated public support for Bill 5:

- |                            |                                     |
|----------------------------|-------------------------------------|
| • Town of Collingwood      | • City of Ottawa                    |
| • Town of Adjala-Tosoronto | • Town of Wasaga Beach              |
| • Township of Ramara       | • Township of Tiny                  |
| • Town of Midland          | • Town of Bradford West Gwillimbury |
| • Township of Oro-Medonte  | • Town of Penetanguishene           |
| • City of Woodstock        | • Township of the Archipelago       |
| • Town of New Tecumseth    | • City of Orillia                   |
| • Essa Township            | • Town of Midland                   |
| • Township of Clearview    | • City of London                    |
| • City of Barrie           | • Municipality of Kincardine        |
| • Township of Springwater  | • City of Kenora                    |

To learn more check out:  
[thewomenofontariosayno.com](https://thewomenofontariosayno.com)



\* In reference to Bill 5, once passed, it will be applicable to ALL municipalities in Ontario at the same time.



**CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY**

<b>MOVED BY</b>	<b>Stephanie Jaworski</b>	<b>RESOLUTION NO.</b>	
<b>SECONDED BY</b>		<b>DATE</b>	<b>June 19, 2023</b>

WHEREAS, the Council of the Township of South Glengarry received a resolution from Tay Valley Township regarding the Minister of Municipal Affairs and Housing Letter to Retain Surplus Proceeds from Tax Sales.

NOW THEREFORE BE IT RESOLVED THAT, a letter be sent to all relevant taxation bodies, including the Ministry of Municipal Affairs and Housing, the Minister of Finance, the Association of the Municipalities of Ontario and all other municipalities in Ontario urging them to re-instate previous legislation that permitted a Municipality to apply for and retain the surplus proceeds from a tax sale in their jurisdiction.

☐ CARRIED

☐ DEFEATED

☐ POSTPONED

\_\_\_\_\_  
Mayor Lachlan McDonald

Recorded Vote:	Yes	No
Mayor McDonald	___	___
Deputy Lang	___	___
Councillor Jaworski	___	___
Councillor McDonell	___	___
Councillor Bougie	___	___





May 8, 2023

The Honourable Steve Clark,  
Minister of Municipal Affairs and Housing  
777 Bay Street, 17th Floor  
Toronto, ON M7A 2J3  
Sent via email: [minister.mah@ontario.ca](mailto:minister.mah@ontario.ca)

Dear Hon. Steve Clark:

**RE: Reinstatement of Legislation Permitting a Municipality to Retain Surplus Proceeds from Tax Sales**

The Council of the Corporation of Tay Valley Township at its Council meeting on April 25<sup>th</sup>, 2023, adopted the following resolution:

**RESOLUTION #C-2023-04-32**

**"WHEREAS**, prior to being repealed by the Modernizing Ontario's Municipal Legislation Act, 2017, Section 380(6) of the Municipal Act, 2001 allowed for a municipality to retain surplus proceeds from tax sales within their jurisdiction;

**AND WHEREAS**, the Public Tax Sale process is burdensome to a municipality who invest a considerable amount of time and money recovering these proceeds for the potential sole benefit of the Crown in Right of Ontario;

**NOW THEREFORE BE IT RESOLVED THAT**, a letter be sent to all relevant taxation bodies, including the Ministry of Municipal Affairs and Housing, the Ministry of Finance, John Jordan, MPP, the Association of the Municipalities of Ontario and all other municipalities in Ontario urging them to re-instate previous legislation that permitted a Municipality to apply for and retain the surplus proceeds from a tax sale in their jurisdiction."

**ADOPTED**

If you require any further information, please do not hesitate to contact the undersigned at (613) 267-5353 ext. 123 or [cao@tayvalleytwop.ca](mailto:cao@tayvalleytwop.ca).

Sincerely,

*Amanda Mabo*

Amanda Mabo, CAO/Clerk

cc: Honourable Peter Bethlenfalvy, Minister of Finance  
John Jordan, MPP Lanark-Frontenac-Kingston  
Association of Municipalities of Ontario (AMO)  
All Municipalities in Ontario



**CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY**

<b>MOVED BY</b>	<b>Trevor Bougie</b>	<b>RESOLUTION NO.</b>	
<b>SECONDED BY</b>		<b>DATE</b>	<b>June 19, 2023</b>

WHEREAS, the Council of the Township of South Glengarry received a resolution from the Municipality of Tweed for Reducing Municipal Insurance Costs.

NOW THEREFORE BE IT RESOLVED THAT, the Township of South Glengarry calls upon the Province to take action to reduce municipal insurance costs.

AND FURTHERMORE, that this Resolution be forwarded to the Association of Municipalities of Ontario (AMO), the Minister of Finance, the Minister of Municipal Affairs and Housing, and all Ontario Municipalities.

☐ CARRIED

☐ DEFEATED

☐ POSTPONED

\_\_\_\_\_  
Mayor Lachlan McDonald

Recorded Vote:	Yes	No
Mayor McDonald	___	___
Deputy Lang	___	___
Councillor Jaworski	___	___
Councillor McDonell	___	___
Councillor Bougie	___	___

**Municipality of Tweed Council Meeting  
Council Meeting**



**Resolution No.**

329.

**Title:**

Proposed Resolution Re: Reducing Municipal Insurance Costs

**Date:**

Tuesday, May 9, 2023

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**Moved by**

J. DeMarsh

**Seconded by**

J. Palmateer

WHEREAS escalating insurance costs are one of the Municipality of Tweed's priorities;  
AND WHEREAS the Municipality of Tweed's annual insurance premiums have increased from \$161,441.84 (4.21% of taxes) to \$482,027.08 (10.42% of taxes) from 2017 to 2023, representing an accumulated increase of 298.58% over this period;  
AND WHEREAS the annual increases to the Municipality of Tweed's insurance premiums have been one of the most significant constraints in limiting yearly tax levy increases over the past seven years;  
AND WHEREAS Ontario Municipalities are experiencing higher insurance rates at each renewal with limited access to insurance companies willing to quote on municipal insurance needs;  
NOW THEREFORE BE IT RESOLVED that the Council of the Municipality of Tweed calls upon the Province to take action to reduce municipal insurance costs;  
AND FURTHER, that this Resolution be forwarded to the Association of Municipalities of Ontario (AMO), the Minister of Finance, the Minister of Municipal Affairs and Housing, MPP Ric Bresee, and all Ontario Municipalities for support.

**Carried**

## INFORMATION REPORT

**REPORT TO:** Council of the Township of South Glengarry



**MEETING DATE:** June 19, 2023

**SUBJECT:** Departmental Update – Corporate Services (May 2023)

**PREPARED BY:** Kelli Campeau, Acting CAO/Clerk

### CAO/CLERK'S OFFICE:

- Attended various Council and committee meetings (Regular Meetings, Committee of Adjustment, Zoning Amendment, Cornwall Regional Airport Commission, Court of Revision).
- Prepared meeting agendas and minutes.
- Attended Public Information Centre for the Glen Walter Water Tower project.
- Assisted in RRCA Tree Giveaway in Glen Walter.
- Attended AMCTO Zone 6 meeting.
- Attended Peanut Line Options Analysis: Municipal Stakeholder Meeting.
- Facilitated summer student onboarding.
- Facilitated Deputy Clerk onboarding.
- Continued implementation of StoneShare electronic records management program.
- Facilitated management team meetings.
- Met with constituents to address various files/concerns.
- Provided commissioner of oath services.
- Issued marriage and lottery licences.
- Managed various HR related matters.
- Attended Cornwall Living magazine launch.
- Deputy Clerk attended training re: Municipal Freedom of Information and Protection of Privacy Act.

### COMMUNICATIONS:

- Prepared daily website and social media content, responded to inquiries via social media pages.
- Preparation of Council Meeting Newsletter.
- Preparation of various newspaper advertisements.

## **COMMUNICATIONS STATS (May 2023):**

- YouTube Stats:
  - +6 Subscribers
  - 684 Video Views
  - Most viewed videos:
    - May 1, 2023 Regular Council Meeting
    - May 16, 2023 CIP Advisory Committee
    - April 24, 2023 Public Meeting
    - May 12, 2023 Tender 09-2023 Opening
    - Explore South Glengarry Spring/Summer
- Website – Most Popular Searches:
  - Burn Permit (15)
  - Garbage and Recycling (13)
  - Tenders (11)
  - Boil Water Advisory (8)
  - Zoning Map (5)
- Facebook Stats – Posts with Highest Reach:
  - Large Item Collection (11.6K)
  - Construction Notice – Highway 401 (10.2K)
  - Williamstown Fire Hall Open House Invite (8.9K)
  - Playbow Animal Rehab Business Opening (8.1K)
  - Peanut Line Survey (7.6K)

## **HUMAN RESOURCES:**

- Completed by-weekly payroll.
- Performed routine administration on Short Term leaves.
- Addressed employee issues.
- Completed marriage licences.
- Performed onboarding for new hires and returning summer students.
- Facilitated summer student onboarding.



## INFORMATION REPORT

**REPORT TO:** Council of the Township of South Glengarry



**MEETING DATE:** June 19, 2023

**SUBJECT:** Departmental Update - Planning, Building and Enforcement (May 2023)

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

### **Planning**

- Received, processed and reviewed consent, minor variance and zoning amendment applications
- Prepared staff reports and information reports for Council meetings
- Conducted pre-consultation meetings with members of the public for planning inquiries
- Reviewed draft staff/info reports
- Prepared staff reports and info reports
- Conducted site visits
- Attended and organized public meeting
- Attended Council meetings
- Attended a Home Collaborative Committee meeting
- Updated by-laws
- Interviewed candidates for Deputy Chief Building Official position
- Attended Advanced By-law Drafting Training
- Worked on land acquisition and disposition
- Developed and updated SOP's

### **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
- Conducted building inspections
- Completed Site Plan Control reviews
- 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 Cloudpermit
- Assigned civic addresses to new residential dwellings
- Inspected open legacy building permits as a result of work order requests
- Attended court preparation training in Embrun
- Deputy CBO Tyler Thorne resigned
- Interviewed candidates for Deputy Chief Building Official position
- Building Information Official moved to Building Official One position
- Attended Advanced By-Law Drafting Training

### **GIS & Planning**

- Performed duties as Building Information Officer (BIO)
- Prepared minor variance mailout, minutes, decisions, and meeting agenda
- Prepared zoning amendment mail out
- Prepared maps for staff as required (Building, Planning)
- Commissioned documents as required
- Coded and uploaded department invoices
- Performed maintenance on HPDesignJetT830 printer
- Attended staff meeting
- Reviewed historical GPS data from SDG Counties
- Provided data to RRCA for flood plain mapping
- Attended meeting with GM – PB& E and Infrastructure
- Attended meeting SDG Counties GIS Department
- Attended meeting with Cansel for GPS antenna unit setup
- Prepared map for Council's infrastructure tour
- Prepared map for Peanut Line and reference plans

### **By-law Enforcement**

- Responded and investigated By-law complaints
- Arranged and attended meetings with the public
- Responded to inquiries from the public
- Attended the Land Use Planning and Zoning Enforcement Training- OBOA
- Attended Court Preparation Training
- Attended Advanced By-Law Drafting Training
- Attended Council for Staff Reports
- Obtained and installed Minor Variance Signs
- Conducted Kennel Inspections and issued Kennel Licences
- Investigated Animal Attack Reports
- Issued and inspected Pool Permits
- Attended OAPSO Part 3 Training

## **Economic Development**

- Reviewed and prepared Municipal summary reports for 3 South Glengarry applications for SDG's RIP grants
- Attended 2<sup>nd</sup> round of RIP Approvals Meeting in Cornwall (2 businesses awarded grants)
- CIP application review and presentation to CIP Advisory Committee
- Prepared Staff Reports for Council
- Planned and promoted new business ribbon-cutting/grand opening event
- Visited business planning to open in June
- Booked venue, caterer, and MC for the annual Business and Community Awards Gala
- Updated content on SG's Business and Development web pages
- Created Lancaster and South Glengarry promotion booklet
- Communicated new funding and industry updates to local businesses
- Responded to general inquiries from new entrepreneurs and existing business owners
- Responded to real estate and developer inquiries

## **Emergency Planning**

- Monitored all EMO situation reports and updates
- Various discussions were held following the ice storm

## INFORMATION REPORT

**REPORT TO:** Council of the Township of South Glengarry



**MEETING DATE:** June 19, 1012

**SUBJECT:** Departmental Update – Parks, Recreation and Culture (May 2023)

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

### ADMINISTRATION:

- Minor Sport Programming
  - Planning and executing programs
- Facility bookings and coordination
- Installation and training of new bar sales system for Tartan Hall
- Department asset report for O.Reg. 284/09 Requirements
- Grant Funding Reporting – ongoing
- Peanut Line Options Analysis Project – in progress
  - Ongoing project team meetings
  - Virtual Consultation
- Peanut Line CR19 Bridge Project – in progress
- Building Condition Assessment RFP – preparation – ongoing (issued June 9, 2023)
- Nor'Westers Museum Kitchen Renovation RFP – preparation - ongoing
- Cairnview Site Plan RFP – preparation – ongoing
- Char-Lan Recreation Centre Drainage Project – ongoing
- Researching battery backup and generators for sump pumps at various facilities.
- Fees by-law research
- Training:
  - Devon Webb
    - Basic Arena Refrigeration (BAR) through the Ontario Recreation Facilities Association (ORFA)
  - Sherry-Lynn Servage
    - Advanced Recreation Facilities Business Management through the ORFA and received designation: Certified Recreation Facilities Professional (CRFP).
- External Meetings

- Canadian Ramp Company – re; existing Martintown Skateboard Ramps
- Parks Canada and Mohawk Council of Akwesasne – Cairn Future Interpretation Site – ongoing
- WSP – Peanut Line Options Analysis Project
- OTF – Capital Grant Coach Call
- Waterfront Regeneration Trust – Ontario Waterfront Trail Event
- Internal Meetings
  - Departmental Team Meetings – ongoing
  - Management Meetings – ongoing
  - Clerk – Ice Allocation Policy
  - Clerk – Website review
  - Clerk – Accessibility Audit
  - Finance – Asset Inventory

#### OPERATIONS:

- April 2023 Ice Storm Operations
  - Tree cleanup – ongoing
- Opening of outdoor washroom facilities
  - Glen Walter Regional Park
  - Paul Rozon Memorial Park
- Installation of Docks
  - South Lancaster Wharf
  - Martintown – Ken Barton Park
- Installation of Sails – Ken Barton Park
- Installation of new puck board and lexan to accommodate additional ads
- Portable washrooms installed at South Lancaster Wharf and Martintown Community Park
- Addressing Glen Walter Play Structure vandalism
- Outdoor lighting replacements at Glen Walter Park and Empey Poirier Park
- Sport Field maintenance and operations
- Tennis/pickleball court – opening maintenance and pressure washing
- Splash Pad opening and operations
- CLRC Floor Surface – line painting completed
- Tartan Hall bar operations
- Recreation indoor/outdoor facility prep, cleaning and maintenance
- Schedules – Facility Operators and students
- Implementing items from accessibility plan – ongoing
- Ongoing maintenance requests
  - Lancaster library

- Lan-Char Medical Centre/Dentist
  - Loyalist and Nor'Westers Museum
- Park and Peanut Line inspections and maintenance
  - Culvert maintenance – Second Line Road (Infrastructure Assistance).

#### HEALTH AND SAFETY

- Building and site inspections continue
- EOHU – Splash Pad Inspections

## INFORMATION REPORT

**REPORT TO:** Council of the Township of South Glengarry



**MEETING DATE:** June 19, 2023

**SUBJECT:** Departmental Update – Fire Services (May 2023)

**PREPARED BY:** Dave Robertson, Fire Chief

### OPERATIONS AND RESPONSES:

- Motor Vehicle Collisions: 5
- Alarms:6. Medical:3
- Burn Complaint / Unauthorized Burns: 2
- Fire – Structural:1, Brush / Grass:2, Vehicle:0, Other: 1
- False: 3, Public Hazard: 1
- Rescue: 0
- Incidents of note.
  - Structure fire in mobile home on CR2.

### TRAINING:

- Firefighter 1 course completed. (16 members)
- Firefighter 2 course completed (12 members)
- 6 members achieved their Truck licence (DZ qualification)
- Station training consisted of,
  - Incident command, firefighter and victim rescue, incident evaluation

### FIRE PREVENTION:

- Fire investigations
- Property inspections and public assistance.
- Assisted with Optimist Bike rodeo – Student bicycle safety.

### HEALTH AND SAFETY:

- Building inspections continue,

### ADMINISTRATION:

- Chief participated in Tim Hortons Smile Cookie event,
- Chief attended the Ont. Assoc. of Fire Chiefs conference,
- Chief provided opinion and guidance on the Peanut Line review,
- Discussions on water response for the St. Lawrence sector from South Dundas east to South Glengarry.
- Attended Mental Health for First Responders seminar – Cornwall.



## INFORMATION REPORT

**REPORT TO:** Council of the Township of South Glengarry

**MEETING DATE:** June 19, 2023

**SUBJECT:** Update on Authorized Clearing of Green Road  
(Spring Creek / Gore Road Area)

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



Council approved a request to alter an unopened road allowance on [Monday May 15, 2023](#) in accordance with By-law 33-14. The unopened road allowance is identified as PIN 67124-0083 and is the road allowance between Concession 3 South Side Raisin River and Concession 3 Front Charlottenburg between County Road 27 and Kraft Road.

A delegation in opposition of Council's decision attended the regular meeting of Council on Monday June 5, 2023. The presentation is available at <https://www.youtube.com/watch?v=7C7os4VOIM0>, 35-minute mark.

Council upheld their original approval in accordance with By-law 33-14.

Subsequently, on Thursday June 8, 2023, the Township received an e-mail from the Ministry of Environment, Conservation, and Parks (MECP):

*"The complainant expressed concern to me, regarding the possible removal of Butternut trees as a result of the Township's decision to allow the clearing of a "Green Road" adjacent to the complainants residence which is located on Spring Creek Road, Summerstown Ontario. The complainant indicated that Butternut trees are located on a "Green Road" that is scheduled for clearing to allow a local farmer (Robert Smith) to access his property.*

*The Ontario Ministry of the Environment, Conservation and Parks (MECP) is responsible for administering the Species at Risk Act. The Butternut tree is an endangered species and is protected under Ontario's Endangered Species Act. If the owner of the property (Township of South Glengarry) is planning an activity that may harm or remove a Butternut Tree, you need to obtain an Endangered Species Act authorization for your clearing activity. The first step is to have a Butternut Health Expert determine the health of each tree. Once the assessment is completed, the results will determine if the proposed activity needs a permit, agreement or if you meet the exemption outlined in the regulation."*

Administration has met with the SDG Forestry Coordinator and identified one healthy Butternut tree and a handful of Butternut trees exhibiting signs of Butternut Canker

disease. It appeared that the healthy Butternut may be outside of the 40-foot road allowance, however that will be determined through future field measurement.

Administration has notified the applicant of the MECP's requirements that must be met prior to beginning clearing activities. The applicant was understanding and is in contact with a Butternut Health Expert.

## Butternut trees on your property

What you need to know if you want to remove or harm a Butternut tree on your property.



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### About Butternut trees

Butternut trees across North America have been infected by a fungus known as Butternut Canker. This fungus usually kills the tree.

The Butternut tree is an endangered species and is protected under Ontario's *Endangered Species Act* (<https://www.ontario.ca/laws/statute/07e06>).

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### The law

By law, what you can do with a Butternut tree depends on its health.

Butternut trees are divided into 3 categories:

**Category 1:** the tree is in advanced stages of disease as a result of Butternut Canker

**Category 2:** the tree does not have Butternut Canker or the disease is not in advanced stages

**Category 3:** the tree could be useful in determining how to prevent or resist Butternut Canker

If you are planning an activity that may harm or remove a Butternut tree, you may need to obtain an *Endangered Species Act* authorization for your activity (such as, a permit or agreement), or, your activity may be eligible for a conditional exemption under either:

- Ontario Regulation 242/08 (<https://www.ontario.ca/laws/regulation/080242>)
- Ontario Regulation 830/21 (<https://www.ontario.ca/laws/regulation/210830>)

You do not need a permit if you are able to register your activity and follow the conditions of the conditional exemption.

If your activity requires an *Endangered Species Act* authorization or is eligible for Part V of Ontario Regulation 830/21, the first step is to have a Butternut Health Expert determine what category the tree falls into. The regulation defines the qualifications for Butternut Health Experts.

Butternut health assessments must be completed in accordance with the Butternut Assessment Guidelines: Assessment of Butternut Tree Health for the Purposes of the *Endangered Species Act, 2007* (<https://www.ontario.ca/page/butternut-assessment-guidelines>)

### Source law

This is a summary of the provincial laws. You can find a complete set of provincial rules that relate to this activity in:

- *Endangered Species Act, 2007* (<https://www.ontario.ca/laws/statute/07e06>)
- Ontario Regulation 242/08 (general) (<https://www.ontario.ca/laws/regulation/080242>)
- Ontario Regulation 830/21 (Exemptions – Barn Swallow, Bobolink, Eastern Meadowlark and Butternut) (<https://www.ontario.ca/laws/regulation/210830>)

This page is for informational purposes only. You should not rely on it to determine your legal obligations. To determine your legal obligations, consult the *Endangered Species Act, 2007* and its regulations.

If you need legal advice, consult a legal professional. In the event of an error on this page or a conflict between this page and any applicable law, the law prevails.

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## Summary of the conditional exemptions

Some activities that impact Butternut trees may be eligible for conditional exemptions in Ontario Regulation 242/08 or Ontario Regulation 830/21. If your activity is not eligible, you may need to seek an Endangered Species Act permit or agreement by contacting the Ministry of the Environment, Conservation and Parks (<mailto:SARontario@ontario.ca>).

First steps for activities eligible for Part V of Ontario Regulation 830/21:

- have a Butternut Health Expert determine the health of the tree
- send the Butternut Health Expert's report by email to [SARontario@ontario.ca](mailto:SARontario@ontario.ca) (<mailto:SARontario@ontario.ca>) at least 30 days before the proposed activity
- allow ministry staff to visit the site during the 30-day period, if asked

After the 30 days, you can register to remove or harm:

- trees in the advanced stages of disease (Category 1) as identified in the report
- up to a **maximum of 15** Category 2 trees and up to a **maximum of five** Category 3 trees as identified in the report – but you need to first register the activity (<https://www.ontario.ca/page/how-get-endangered-species-act-permit-or-authorization>).

After you have registered your activity, you must follow additional conditions set out in the regulation, such as:

- having a mitigation plan prepared by an expert and ensuring it is followed
- minimizing adverse effects on Butternut and its habitat, through measures such as limiting activities in the root harm prevention zones of trees you are retaining
- planting, tending and monitoring Butternut seedlings and maintaining a record of these actions
- if a Category 3 tree will be removed or harmed, planting grafted scions of the Category 3 tree in an archive such as a conservation area, nursery or arboretum and maintaining records of these actions

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## How to register

### Step 1: Download the Natural Resources Registration Guide

- print a copy or
- open the guide in a new window or tab

Natural Resources Registration Guide (<https://www.ontario.ca/document/natural-resources-registration-guide>)

### Step 2: Create a ONE-key ID and Natural Resources client profile

You need a ONE-key ID and a Natural Resources client profile to register online. One-key is a secure account that gives you online access to Ontario government programs and services.

Once you have a ONE-key ID, you will be asked to create either an individual or business profile for Natural Resources registrations. Create:

- a **business profile** to register business activities if you are a(n):
  - business
  - non-profit organization
  - municipality
  - government agency
  - ministry
  - **authorized representative** registering activities on behalf of any of the above
- an **individual profile** to register non-business activities

Open a new window or tab to:

- Create a business profile ([https://www.appenrol.one-key.gov.on.ca/UserMgmtWebApp/registration.iaa?REDID=MNR\\_Business](https://www.appenrol.one-key.gov.on.ca/UserMgmtWebApp/registration.iaa?REDID=MNR_Business))

- Create an individual profile ([https://www.appenrol.one-key.gov.on.ca/UserMgmtWebApp/registration.iaa?REDID=MNR\\_Individual](https://www.appenrol.one-key.gov.on.ca/UserMgmtWebApp/registration.iaa?REDID=MNR_Individual))

If you already have a ONE-key ID:

- sign in to ONE-key
- confirm your Natural Resources profile

Open a new window or tab to:

- Sign in as a returning business ([https://www.one-key.gov.on.ca/iaalogin/IAALogin.jsp?REDID=MNR\\_Business](https://www.one-key.gov.on.ca/iaalogin/IAALogin.jsp?REDID=MNR_Business))
- Sign in as a returning individual ([https://www.one-key.gov.on.ca/iaalogin/IAALogin.jsp?REDID=MNR\\_Individual](https://www.one-key.gov.on.ca/iaalogin/IAALogin.jsp?REDID=MNR_Individual))

### Step 3: Register an activity

- select **My Services** from the main menu
  - if you are an **authorized representative**, identify the business you are representing
- click on **Create New Registration**
- select **Notice Forms to register activities that are regulated under the *Endangered Species Act*** from the registry options
- select **Butternut (O. Reg. (Exemptions - Barn Swallow, Bobolink, Eastern Meadowlark and Butternut), Part V)** from the registry options
- register the activity
- submit the registration

### Step 4: Receive confirmation

- receive an official Confirmation of Registration by email
  - the regulation requires you to keep contact information up-to-date should the Ministry need to contact you



- the regulation requires you to submit requested documents within 14 days of a request from the Ministry using the contact information you provide
- keep a copy as proof of registration
- registration is free

If you need assistance to register your activity, please call 1-800-387-7011

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## When you need a permit

You may need a permit if you:

- want to remove or harm more than 15 Category 2 Butternut trees or more than five Category 3 Butternut trees

To apply for a permit, contact the Ministry of the Environment, Conservation and Parks (<mailto:SARontario@ontario.ca>) .

Learn how to get an *Endangered Species Act* permit or authorization (<https://www.ontario.ca/page/how-get-endangered-species-act-permit-or-authorization>) .

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## Identify a species at risk

If you are unsure about a certain species — and would like help identifying or confirming what it is — you can see photos and get more information on Ontario's species at risk (<https://www.ontario.ca/page/species-risk-ontario>) web page.

### Related

*Endangered Species Act, 2007* (<https://www.ontario.ca/laws/statute/07e06>)

Ontario Regulation 242/08 (butternut) (<https://www.ontario.ca/laws/regulation/080242#BK35>)

Species at risk in Ontario list (<https://www.ontario.ca/page/species-risk-ontario>)

Toolbox: species at risk reference resources (<https://www.ontario.ca/environment-and-energy/species-risk-guides-and-resources>)

Learn more about butternut (<https://www.ontario.ca/page/butternut-species-risk>)

Updated: March 09, 2023

Published: June 28, 2013

## INFORMATION REPORT

**REPORT TO:** Council of the Township of South Glengarry



**MEETING DATE:** June 19, 2023

**SUBJECT:** SDG Regional Waste Management Key Information Report - May Update

**PREPARED BY:** B. De Haan (SDG)  
S. McDonald (South Glengarry)

## **BACKGROUND**

Staff participated in the Regional Waste Management Working Group (RWMWG) meeting on May 17<sup>th</sup>, 2023, at the County Administration Building. The City of Cornwall and all local municipalities were in attendance. The meeting covered several important topics related to waste management in the SDG region. The key points discussed during the meeting are outlined below:

### **Data Collection for Landfill Monitoring Pricing:**

The working group initiated a data collection process to compare pricing for landfill monitoring services. This comparison will enable working group members to assess the current pricing structures and identify any potential discrepancies or areas for improvement.

### **Press Release on Municipalities Opting Out of the Blue box Program:**

The working group agreed on the content of the joint press release informing the public that all local municipalities have confirmed they are opting out of the blue box program. A copy of the press release, issued on May 18<sup>th</sup>, is attached.

### **Utilizing Datacall Information for Service Cost Updates and Comparisons:**

The working group emphasized the importance of keeping annual costs up to date and agreed that we could utilize datacall information to quickly update and compare service costs among municipalities. Ensuring we have comparable, up to date service costs will enable the working group to continue to make informed decisions and identify potential cost-saving measures and areas for future collaboration.

### **Annual Review of Benchmark Level of Service:**

The working group conducted the annual review of the 'regional' benchmark level of service to ensure that it reflected a common, supportable regional waste management approach. One change to the benchmark level of service was to identify that Industrial, Commercial and Institutional Waste (IC&I) should be directed to private landfills rather than municipal landfills.

**Discussion on Cleanup Following April Ice Storm:**

The group discussed the cleanup efforts following the April ice storm and the various services offered to residents to assist cleaning up private properties.

**Local Updates on Waste Management Activities:**

Each municipality provided updates on their respective waste management activities, including ongoing projects and initiatives. The City of Cornwall noted that any SDG resident/ municipality is welcome to take compost for free from the City of Cornwall landfill. Additionally, wood chips are also available for free pick up at the City landfill.

Group members also discussed the need to complete the blue box transition reports by the end of August.

**COMMENTS / OBSERVATIONS**

The Regional Waste Management Group continues to foster collaboration and information sharing among participating municipalities, with the continued goal of enhancing waste management practices, gaining efficiencies, and implementing innovative solutions to the issues that face us all.

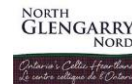
The next working group meeting is tentatively scheduled for early August. At this meeting, the group intends to review landfill monitoring costs, begin a discussion on joint negotiations to improve the rebates from household hazardous waste collection, and review the status of transitions reports.



The Municipality of  
**SOUTH DUNDAS**



TOWNSHIP OF  
**NORTH  
STORMONT**  
A good place to grow



## **SDG local municipalities to ‘opt out’ of Blue Box Program in 2025**

### **For Immediate Release**

**May 17<sup>th</sup>, 2023**

THE COUNTIES, Ontario – The province is shifting the responsibility for the collection of recycled materials to producers instead of municipalities, thanks to Ontario’s Individual Producer Responsibility (IPR) Plan. The change is effective in SDG on Jan 1, 2025.

This does not mean that Blue Box programming will immediately cease on that date. In fact, the collection and processing of recycle materials is likely to continue – but municipalities will no longer provide the service.

The IPR changes are being made to create a more efficient and effective recycling system, incentivize producers to use more sustainable packaging and reduce the burden on municipalities to collect and dispose of these recyclables.

Under the IPR Plan, producers will be fully responsible for the management and cost of the residential Blue Box program, including the collection, processing, and marketing of recyclable materials. This is a significant shift from the current system, where municipalities are responsible for most of these tasks.

As part of this change, municipalities had to decide whether they wanted to continue to provide blue-box services through a competitive process or give up the responsibility of collection and processing altogether. As of North Dundas’ Council meeting on May 16<sup>th</sup>, every municipality within SDG has now formally confirmed that they would ‘opt-out’ and allow private industry to take on this roll.

“The decision by local municipalities to ‘opt-out’ of the Blue Box program was made after careful consideration of the added responsibility, current costs, challenges, increased risk and the need to support a more sustainable and cost-effective approach to waste management within our region,” said SDG Counties Warden Tony Fraser.

The transition to Individual Producer Responsibility (IPR) will take place over the next three years, with the goal of having producers fully responsible for the program by January 1<sup>st</sup>, 2026. During the transition period, municipalities will continue to operate the Blue Box program, and producers will pay a fee to help cover the costs. Had local municipalities decided to ‘opt-in’ beyond the transition date, they would be providing collection services through a service agreement with a ‘Producer Responsibility Organization.’

...2

“The Change to IPR is a welcome one, that will encourage a more sustainable and uniform recycling program in Ontario,” said Sarah McDonald, general manager of infrastructure at the Township of South Glengarry. McDonald is also chair of SDG Regional Waste Management Working Group. “Local municipalities within SDG are committed to working with producers and other stakeholders to ensure a smooth and successful transition to IPR.”

During the transition period, the municipalities will continue to provide information and support to residents on recycling and waste reduction initiatives.

Information about the legislation and change to producer responsibility can be found at:  
[www.ontario.ca/page/producer-responsibility-ontarios-waste-diversion-programs](http://www.ontario.ca/page/producer-responsibility-ontarios-waste-diversion-programs).

### Quick Facts

- Up to 30 percent of material placed into a blue box is not recyclable and therefore diverted to landfills (Ontario Special Advisor on Recycling and Plastic Waste).
- The recommendation for local municipalities to “opt-out was identified within the SDG Regional Waste Management Roadmap to Collaboration report.
- The estimated gross costs for recycling services within SDG was \$2,500,000 in 2021.

### Contact:

Todd Lihou  
Corporate Communications Coordinator  
United Counties of Stormont, Dundas and Glengarry  
613-362-8424  
tlihou@sdgcounties.ca

## INFORMATION REPORT

**REPORT TO:** Council of the Township of South Glengarry



**MEETING DATE:** June 19, 2023

**SUBJECT:** Parks, Recreation and Culture – 2023 Projects Update

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

The following chart has been provided to update Council on the projects that were established as part of the 2023 Municipal Budget as well as various administration projects that have been communicated to Council.

Many projects are in progress; either through procurement, pending contractors, or waiting on arrival of equipment. Administration will be prioritizing procurement documents for the Glengarry, Nor'Westers and Loyalist Museum kitchen renovation project, as well as the Cairnview Concept Plan Project, within the month of June and July.

A final list of project updates will be provided to Council in December which will outline completed, in progress, and if applicable, postponed projects.

Project	Location	Update
CLRC Paint Room Renovation	Char-Lan Recreation Centre	Pending Contractor. Site has been prepped.
Peanut Line Study	Administration	Procurement Complete. Project is in progress with a completion of November 2023.
Condenser	Char-Lan Recreation Centre	Procurement Complete. Install Projected for July 2023
Kitchen Renovations	Glengarry, Nor'Westers and Loyalist Museum	Pending Procurement Process
Play Structure	Empey-Poirier Park	Procurement Complete. Install Projected for October 2023
Concept Plan	Cairnview Park	Pending Procurement Process
Landscaping	Proposed Summerstown Estates Parkland	Pending Land Analysis
Drainage	Char-Lan Recreation Centre	In Progress - Land survey has been completed and the administration portion of this project is in progress. Next Step: Easement Agreement



Tree Management	Various Parks and Facilities	In Progress - Majority of the April 2023 Storm has been cleaned up and facilities/parks have returned to full function. Additional tree removals affected by Emerald Ash Borer continue to be addressed.
Bridge Rehabilitation	Peanut Line (CR19)	Procurement Complete. Project in Progress. Completion expected by end of June, 2023.
Landscaping	Kenneth Barton Sr. Memorial Park	In Process of being reviewed. The community has come forward and shown an interest in maintaining these flowerbeds as opposed to their removal. Administration will need to consult with the community before moving forward.
Minor Sport Program execution through new registration software and program offering increase	Administration	Minor Sport Programs have been executed and will end in July 2023. Administration transferred to the new registration software, Book King, for this season. Additional programs have been added to the 2023 minor sport program suite – including ball hockey and tball. These programs have been a success and will be completed mid-July.
Tennis Court Resurfacing	Glen Walter Regional Park	Pending Contractor. Courts have been pressure washed and ready for paint. Additional pickleball nets and storage container for these nets are ready for programming. Resurfacing portion of project is pending contractor. Initially planned for June but is weather dependent.
Canteen Operations	Char-Lan Recreation Centre	Procurement complete. Snack Shack Canteen to begin operations in September for the ice rental season.

Lease Agreements	Administration	Incomplete. Administration plans to work on lease agreements for various facilities that are managed by the department.
Building Condition Assessments	Administration	Procurement in Progress (issued June 9). Procurement outlined a project completion date of December 1, 2023.
Sewage Pump Project	Lan-Char Medical Centre	Completed. This project included the replacement of the sewage pump and tank due to ongoing issues with the system.
Tree and Stump Removal	Glen Gordon Park	In progress.
Decorative Snowflakes	Green Valley and Bainsville	In progress – Decorative Snowflakes have been purchased. Currently working with Hydro One for installation of plugs in order to install snowflakes.
Trail Signage	Peanut Line	In Progress – in 2022, the majority of the kilometer markers were installed. Additional kilometer markers are set to be installed this year. Further trail signage to be determined through Peanut Line Study.
Trail Maintenance	Peanut Line	Trail maintenance being completed on an as needed basis.
Sponsorship Agreements	Char-Lan Recreation Centre	Completed.



June 5, 2023

Ms. Kayce Dixon  
Deputy Clerk  
Township of South Glengarry  
6 Oak Street, PO Box  
Lancaster, ON K0C 1N0

The Glengarry Fish and Game Club will be hosting their Annual Kids Fishing Derby at the South Lancaster Wharf on Saturday, July 15<sup>th</sup>, 2023 beginning at 9am. The purpose of this event is to invite youth to come and experience the joys of being outside and possibly reeling in a catch, all being free of charge to them and their parents.

We would like to formally invite Mayor McDonald and members of Council of The Township of South Glengarry to this event to catch a glimpse of how the South Lancaster Wharf is enjoyed by kids and adults of all ages throughout the summer.

We hope that you can join us for this event.

Kind Regards,

Shawna Rousseau  
President  
Glengarry and Game Club

South Lancaster Fish and Game Club  
PO Box 48  
South Lancaster ON  
K0C 2C0



The Corporation of the  
Municipality of Mississippi Mills

Council Meeting

**Resolution Number** 162-23

**Title:** Item D- South Glengarry Resolution re: Rural Education Funding

**Date:** Tuesday, May 9, 2023

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**Moved by** Councillor Holmes

**Seconded by** Councillor Souter

**THAT** Council supports South Glengarry's resolution re: Rural Education Funding.

**CARRIED**

I, Casey Munro, Deputy Clerk for the Corporation of the Municipality of Mississippi Mills, do hereby certify that the above is a true copy of a resolution enacted by Council.

---

Casey Munro, Deputy Clerk



## CORPORATION OF THE TOWNSHIP OF RYERSON

**Date:** May 30, 2023

**Resolution Number:** R- 101 - 23

**Moved by:** Councillor Abbott

**Seconded by:** Councillor Patterson

WHEREAS some proponents of water aerodromes claim federal jurisdiction to bypass provincial and municipal authorities and build massive docks and boathouses under the guise of the Aeronautics Act;

AND WHEREAS Transport Canada does not require proponents of water aerodromes to follow the same registration and certification procedures as land aerodromes;

AND WHEREAS Transport Canada's current regulations for water aerodromes fail to state that mixed-use docks and structures are not permitted;

AND WHEREAS Transport Canada does not require a proponent to be transparent with local authorities about their intentions or submit a building permit and final construction plans;

AND WHEREAS Transport Canada does not require a proponent to provide the municipality with a copy of the water aerodrome registration or certification documents;

AND WHEREAS Registration and certification of water aerodromes are done without environmental impact assessments from provincial and municipal authorities;

AND WHEREAS Registration and certification of water aerodromes are done without safety assessments from local authorities;

AND WHEREAS Transport Canada's loopholes in the regulations lead to lengthy court battles paid by provincial and municipal jurisdictions.

NOW THEREFORE, be it resolved that the Council of the Township of Ryerson supports efforts to raise awareness about the loopholes in current regulations regarding water aerodromes that allow proponents to build massive docks and boathouses without municipal consultation, approval, or adherence to bylaws and regulations.

AND FURTHERMORE, The Council of the Township of Ryerson endorses the letter from the Three Mile Lake Community Club Inc. and calls on Transport Canada to:

- Amend current legislation regarding water aerodromes to require mandatory consultation and transparency with provincial and municipal authorities prior to construction.

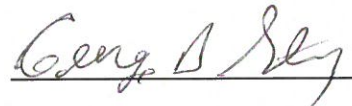
- State that 'mixed-use' docks and structures will not be permitted

AND FURTHERMORE, the Council of the Township of Ryerson urges all mentioned in this resolution to support petition e4364 to the Minister of Transport, Omar Alghabra.

Petition e-4364 - Petitions (ourcommons.ca)

AND FURTHERMORE, be it resolved that this resolution be forwarded to neighbouring municipalities, the Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM), Federation of Northern Ontario Municipalities (FONOM), Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO), MP Scott Aitchison, MP Marcus Powlowski (Haliburton-Kawartha Lakes-Brock, Ontario), Graydon Smith MPP.

Carried ☒ Defeated ☐

  
(Chair Signature)

Declaration of Pecuniary Interest by: \_\_\_\_\_

RECORDED VOTE					
Vote called by Clerk in random order, Chair to vote last					
Members of Council		Yea	Nay	Abstention	Absent
Councillors	Beverly Abbott				
	Glenn Miller				
	Delynne Patterson				
	Dan Robertson				
Mayor	George Sterling				



**Corporation of the  
Municipality of West Grey**

402813 Grey Road 4, RR 2 Durham, ON N0G 1R0  
519 369 2200

June 9, 2023

**RE: Bell-Hydro Infrastructure**

To whom it may concern,

Please be advised that at its meeting held on June 6, 2023, the council of the Municipality of West Grey considered the above-noted matter and passed Resolution No. R-230606-008 as follows:

**"THAT in consideration of correspondence received from the Municipality of Tweed respecting a resolution on Bell-Hydro Infrastructure, council supports the resolution and directs staff to forward a copy of the resolution to the Premier of Ontario, the Association of Municipalities of Ontario, MPP Rick Byers, and all Ontario municipalities."**

Council further supports that other providers in addition to Bell Canada and Hydro one work together to provide access for poles to better service the infrastructure needs of Ontarians.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jamie Eckenswiller".

Jamie Eckenswiller, AMP (he/him)  
Director of Legislative Services/Clerk  
Municipality of West Grey

Attachment: Municipality of Tweed – Proposed Resolution Re: Bell-Hydro Infrastructure

Cc. Honourable Doug Ford, Premier of Ontario  
Association of Municipalities of Ontario (AMO)  
Rick Byers, MPP Grey-Bruce -Owen Sound  
All Ontario Municipalities



Municipality of Tweed Council Meeting  
Council Meeting



Resolution No.

328.

Title:

Proposed Resolution Re: Bell-Hydro Infrastructure

Date:

Tuesday, May 9, 2023

---

Moved by

J. Palmateer

Seconded by

J. DeMarsh

WHEREAS poles are essential for deployment of telecommunication and hydro networks across the Province of Ontario;

AND WHEREAS the coordination of pole infrastructure between stakeholders is necessary to limit duplication of servicing infrastructure;

AND WHEREAS the Canadian Radio-Television and Telecommunications Commission recently set expedited timelines for large telephone companies to provide competitors with access to poles to roll out networks more efficiently leading to more competition across Canada;

AND WHEREAS provincial and territorial government are being encouraged to coordinate with service providers and other stakeholders to facilitate sound network deployment;

NOW THEREFORE BE IT RESOLVED that the Municipality of Tweed calls on the Province of Ontario to facilitate, coordinate, and regulate pole deployment measures across the Province of Ontario to prevent unnecessary duplication of pole infrastructure;

AND FURTHER, that the Province of Ontario encourage Bell Canada and Hydro One to work together to provide access for poles to better service the infrastructure needs of Ontarians;

AND FURTHER, that this motion be circulated to the Premier of Ontario, the Association of Municipalities of Ontario (AMO), MPP Ric Bresee, all Ontario Municipalities for support, Bell Canada, Hydro One.

**Carried**



Minister of Transportation  
Hon. Caroline Mulroney, MPP  
Ministry of Transportation  
5th Floor, 777 Bay St.  
Toronto, ON M7A 1Z8  
VIA EMAIL:  
[Caroline.Mulroney@pc.ola.org](mailto:Caroline.Mulroney@pc.ola.org)

Minister of Municipal Affairs and  
Housing  
Hon. Steve Clark  
Ministry of Municipal Affairs and  
Housing  
17th Floor, 777 Bay St.  
Toronto, ON M7A 2J3  
VIA EMAIL:  
[Steve.Clark@pc.ola.org](mailto:Steve.Clark@pc.ola.org)

Township of Puslinch  
7404 Wellington Road 34  
Puslinch, ON N0B 2J0  
[www.puslinch.ca](http://www.puslinch.ca)

June 1, 2023

Dear Minister Mulroney and Minister Clark,

Please be advised that Township of Puslinch Council, at its meeting held on May 24, 2023 considered the consent agenda item 6.31 regarding City of Cambridge - Highway Traffic Act Amendments and subsequent to discussion, the following was resolved:

**Resolution No. 2023-166:**

Moved by Councillor Goyda and  
Seconded by Councillor Sepulis

That the Consent Agenda item 6.31 regarding City of Cambridge - Highway Traffic Act Amendments be received; and

Whereas the Township of Puslinch is in receipt of correspondence from the Cambridge City Clerk to Minister Mulroney dated May 10, 2023 concerned with requesting the Minister to amend the HTA;

Be it Resolved that the Township of Puslinch supports the resolution therein "that the Ontario Government amend s.205.1 of the HTA to permit municipalities to locate an ASE system permanently or temporarily on any roadway under the jurisdiction of municipalities and as determined by municipalities and not be restricted to only community safety zones and school safety zones;" and

That Council direct staff to forward this resolution to the Ontario Minister of Transportation, the Ontario Minister of Municipal Affairs and Housing, Speaker Arnott,



MPP Rae, the Association of Municipalities of Ontario (AMO), County Roads Committee, and all Ontario Municipalities.

**CARRIED**

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,

Courtenay Hoytfox  
Municipal Clerk

CC:

Honourable Ted Arnott, MPP [ted.arnottco@pc.ola.org](mailto:ted.arnottco@pc.ola.org)

Honourable Matthew Rae, MPP [Matthew.Rae@pc.ola.org](mailto:Matthew.Rae@pc.ola.org)

County of Wellington Roads Committee [jennifera@wellington.ca](mailto:jennifera@wellington.ca)

Association of Municipalities of Ontario (AMO) [amo@amo.on.ca](mailto:amo@amo.on.ca)

All Ontario Municipalities

**The Corporation of the City of Cambridge**  
**Corporate Services Department**  
**Clerk's Division**  
**The City of Cambridge**  
**50 Dickson Street, P.O. Box 669**  
**Cambridge ON N1R 5W8**  
**Tel: (519) 740-4680 ext. 4585**  
**[mantond@cambridge.ca](mailto:mantond@cambridge.ca)**

May 10, 2023

**Re: Highway Traffic Act Amendments**

Dear Ms. Mulroney,

At the Council Meeting of May 9, 2023, the Council of the Corporation of the City of Cambridge passed the following Motion:

**WHEREAS** speeding on our roads is a major concern in our community,

**AND WHEREAS** speeding can occur in all areas of our community,

**AND WHEREAS** barriers and delays to enforcement pose a danger to our community,

**AND WHEREAS** our municipality has limited resources to implement speed mitigation road design and re-design,

**AND WHEREAS** our local police service has limited resources to undertake speed enforcement,

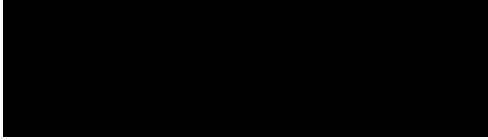
**AND WHEREAS** s.205.1 of the Highway Traffic Act (HTA) provides that Automated Speed Enforcement systems (ASE) may only be placed in designated community safety zones and school safety zones,

**THEREFORE BE IT RESOLVED THAT**, the City of Cambridge request that the Ontario Government amend s.205.1 of the HTA to permit municipalities to locate an ASE system permanently or temporarily on any roadway under the jurisdiction of municipalities and as determined by municipalities and not be restricted to only community safety zones and school safety zones;

**AND THAT** a copy of this resolution be forwarded to the Ontario Minister of Transportation, the Ontario Minister of Municipal Affairs and Housing, local area MPPs, the Association of Municipalities of Ontario (AMO) and all Ontario Municipalities.

Should you have any questions related to the approved resolution, please contact me.

Yours Truly,



Danielle Manton  
City Clerk

Cc: (via email)  
Steve Clark, Ontario Minister of Municipal Affairs and Housing  
Local Area MPPs  
Association of Municipalities of Ontario (AMO)  
All Ontario Municipalities

P.O. Box 490  
7 Creswell Drive  
Trenton, Ontario K8V 5R6  
www.quintewest.ca



A Natural Attraction

Tel: 613-392-2841  
Toll Free: 1-866-485-2841  
Josh.machesney@quintewest.ca

Josh Machesney, City Clerk

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June 2, 2023

The Honourable Doug Ford  
Premier of Ontario  
Premier's Office, Room 281  
Legislative Building  
Queen's Park, Toronto, ON M7A 1A1

**RE: Resolution – “Renovictions” Support Request**

Dear Premier Ford:

This letter will serve to advise that at a meeting of City of Quinte West Council held on May 31, 2023 Council passed the following resolution:

**Motion No 23-245 – Notice of Motion – Councillor McCue - Renovictions**

Moved by Councillor McCue

Seconded by Councillor Card

WHEREAS renovictions, a practice by which landlords evict tenants from their homes by claiming they will complete major renovations, demolish or convert the unit to commercial use, has had a significant adverse impact on Quinte West residents in the past few months;

AND WHEREAS renovictions have been and continue to be a contributing factor in perpetuating the Provincial housing crisis by making rental housing less affordable for Ontarians, particularly for seniors, individuals with disabilities, single-parent families, and students;

AND WHEREAS municipalities in Ontario have no ability to protect their residents from renovictions;

AND WHEREAS the Ontario Provincial Government has tabled legislation: Bill 97, the Helping Homebuyers, Protecting Tenants Act, 2023, to protect tenants from “bad faith” renovictions and to add more resources to the Landlord Tenant Board;

AND WHEREAS Quinte West City Council passed Motion 23-300 directing staff to prepare a resolution for Council's consideration on the matter;

NOW THEREFORE BE IT RESOLVED THAT the City of Quinte West Council urges the Province to:

- Pass Bill 97, the Helping Homebuyers, Protecting Tenants Act, 2023;
- Add regulations requiring landlords to provide renovation updates when they evict tenants to ensure tenants are updated when they can exercise their right of return in order to protect tenants from “bad faith” renovictions;
- Consider an increase in fines for landlords who are found to have undertaken “bad faith” renovictions;

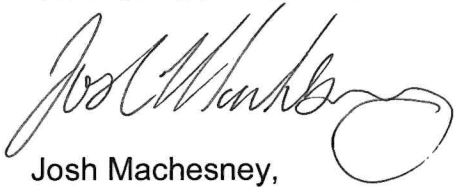
AND THAT Ontario municipalities be urged to voice their concerns regarding “bad faith” renovictions;

AND FURTHER THAT a copy of this resolution be sent to all Ontario municipalities, the Hon. Doug Ford, Premier of Ontario, the Hon. Steve Clerk, Minister of Municipal Affairs and Housing; Todd Smith, Bay of Quinte MPP, the Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM), and the Eastern Ontario Wardens Caucus. **Carried**

We trust that you will give favourable consideration to this request.

Yours truly,

CITY OF QUINTE WEST



Josh Machesney,  
City Clerk

cc: Hon. Steve Clark, Minister of Municipal Affairs and Housing  
Hon. Todd Smith, Minister of Energy, MPP, Bay of Quinte  
Carole Saab, CEO, Federation of Canadian Municipalities (FCM)  
Colin Best, President, Association of Municipalities of Ontario (AMO)  
Jim Pine, CAO, Eastern Ontario Wardens Caucus  
All Municipalities in Ontario



*Office of the Mayor*

9 June 2023

VIA EMAIL

Hon. François-Philippe Champagne PC MP  
Minister of Innovation, Science and Economic Development  
Via email: [ministerofisi-ministredeisi@ised-isde.gc.ca](mailto:ministerofisi-ministredeisi@ised-isde.gc.ca)

Hon. Marie-Claude Bibeau PC MP  
Minister of Agriculture  
Via email: [Marie-Claude.Bibeau@parl.gc.ca](mailto:Marie-Claude.Bibeau@parl.gc.ca)

Dear Ministers:

On behalf of the Council of the Town of Bradford West Gwillimbury, we are writing to you pursuant to the enclosed motion to endorse the right-to-repair movement and to call on your government to expedite the promised consultations to enshrine this principle in consumer-protection law, with specific consultations and measures related to supporting the agricultural sector undertaken.

Right to Repair is a simple environmental and consumer protection measure: it ensures consumers are able to reasonably access repairs to electronic and other devices at a fair price, rather than creating a monopoly through technology companies only being able to repair their own products. This measure will also help reduce waste by combatting planned obsolescence, where companies make products that are only intended to last for a period of some years, and are not really repairable.

Further, farmers and growers are intimately familiar with the particular nuances of this issue when it comes to increasingly high-tech agricultural equipment. As the “soup and salad bowl of Canada”, Bradford West Gwillimbury is home to many farmers and growers, so we know firsthand how important an issue these consultations will be.

Our Council has shown in recent years that we are at the forefront of advocating for important environmental protections, including the Freshwater Action Fund, and we are grateful to our new Green Initiatives Committee for recommending this current piece of advocacy to protect the environment and consumers.

A copy of the motion is enclosed. We would be happy to meet with you or your representatives to discuss this further.

Sincerely yours,



James Leduc  
Mayor

CC:           John Barlow, MP Foothills  
              Rick Perkins, MP South Shore—St. Margarets  
              Alistair MacGregor, MP Cowichan—Malahat—Langford  
              Rachel Blaney, MP North Island—Powell River  
              Scot Davidson, MP York—Simcoe  
              Federation of Canadian Municipalities  
              Association of Municipalities of Ontario  
              Ontario's Municipal Councils  
              Ontario's Conservation Authorities

At its Regular meeting of Council held on Tuesday, June 6, 2023, the Town of Bradford West Gwillimbury Council approved the following resolution:

**Resolution: 2023-199**

**Moved: Councillor Verkaik**

**Seconded: Councillor Harper**

Whereas the “right-to-repair” movement seeks to ensure consumers of electronic products, including mobile phones and computers, as well as agricultural equipment, are able to make routine fixes to damaged products without having to rely on the manufacturer and to affordably make such repairs; and

Whereas this movement and efforts against “planned obsolescence” seeks to ensure affordability for consumers and to protect our environment by reducing electronic waste; and

Whereas the agricultural sector has unique needs related to specialized electronic farm equipment and the ability to make repairs in a timely and affordable manner, especially during the growing season; and

Further to a commitment in the 2023 federal budget that “the government will work to implement a right to repair, with the aim of introducing a targeted framework for home appliances and electronics in 2024. The government will launch consultations this summer, including on the right to repair and the interoperability of farming equipment, and work closely with provinces and territories to advance the implementation of a right to repair” (p. 38); and

Be it therefore resolved that the committee recommend Council endorse the right-to-repair movement through a letter from the Mayor and Green Initiatives Committee Chair to call on the federal government to expedite the promised consultations to enshrine this principle in consumer-protection law, with specific consultations and measures related to supporting the agricultural sector undertaken; and

That a copy of this resolution and letter be shared with the Minister of Innovation, Science and Economic Development; the Minister of Agriculture and their critics; and the Member of Parliament for York—Simcoe; and to the Federation of Canadian Municipalities (FCM), the Association of Municipalities of Ontario (AMO) and Ontario’s Municipal Councils, with a request for their endorsement of same.

Result: CARRIED.

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW NUMBER 45-2023  
FOR THE YEAR 2023**

***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 19, 2023 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 19<sup>TH</sup> DAY OF JUNE 2023.***

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