

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

**Monday, March 21, 2022, 7:00 PM
Electronic Meeting**

	Pages
1. CALL TO ORDER	
2. O CANADA	
3. APPROVAL OF AGENDA	
Additions, Deletions or Amendments	
All matters listed under For Information Only, are considered to be routine and will be enacted by one motion. Should a Council member wish an alternative action from the proposed recommendation, the Council member shall request that this matter be moved to the appropriate section at this time.	
4. DECLARATION OF PECUNIARY INTEREST	
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8.	CLOSED SESSION	
	(2) a meeting or part of a meeting may be closed to the public if the subject matter being considered is;	
	(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization	
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**TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING MINUTES**

**March 7, 2022, 7:00 p.m.
Electronic Meeting**

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

STAFF
PRESENT: CAO Tim Mills, GM Corporate Services/Clerk Kelli Campeau, GM Infrastructure Services Sarah McDonald, GM Planning, Building & Enforcement Joanne Haley, Interim Treasurer Michael Hudson, Fire Chief Dave Robertson, Director of Parks, Recreation & Culture Sherry-Lynn Servage, Director of Water & Waste Water Dillen Seguin, Deputy Clerk Crystal LeBrun and Executive Assistant/Communications Coordinator Michelle O'Shaughnessy.

1. CALL TO ORDER

Resolution No. 67-2022

Moved by Councillor Lang
Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Month Day, 2021 Council Meeting of the Township of South Glengarry now be opened at 7:03 pm

CARRIED

2. O CANADA

3. APPROVAL OF AGENDA

Items moved to Other Business:

-7.c.a Environment Committee Minutes - January 18, 2022

-7.d.d Capital Projects Update - March 2022

-7.d.e Farm 911 - Project Update

-7.d.f Memo - RRCA Inventory of Programs and Services

Resolution No. 68-2022

Moved by Councillor Jaworski
Seconded by Councillor Luck

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

CARRIED

4. DECLARATION OF PECUNIARY INTEREST

5. APPROVAL OF MINUTES

5.1 Previous Meeting Minutes - February 22, 2022

Resolution No. 69-2022

Moved by Councillor Luck

Seconded by Councillor McDonell

BE IT RESOLVED THAT the Minutes of the February 22, 2022 Regular Council Meeting, including the Closed Session minutes, be adopted as circulated.

CARRIED

5.2 Public Meeting Minutes - February 22, 2022

Resolution No. 70-2022

Moved by Councillor McDonell

Seconded by Councillor Lang

BE IT RESOLVED THAT the Minutes of the February 22, 2022 Public Meeting be adopted as circulated.

CARRIED

6. PRESENTATIONS AND DELEGATIONS

7. NEW BUSINESS

7.1 Staff Reports

7.1.a Appointment of County Council Alternate (K. Campeau)

Resolution No. 71-2022

Moved by Councillor McDonell

Seconded by Councillor Jaworski

BE IT RESOLVED THAT Staff Report 26-2022 be received and that By-law 18-2022, being a by-law to appoint Councillor Martin Lang as an alternate member to the United Counties of Stormont, Dundas and Glengarry Council be read a first, second and third time, passed, signed and sealed in open council this 7th day of March, 2022.

CARRIED

7.1.b Amended Alternative Voting Methods By-law (K. Campeau)

Resolution No. 72-2022

Moved by Councillor Lang

Seconded by Councillor Luck

BE IT RESOLVED THAT Staff Report 27-2022 be received and that By-law 19-2022, being a by-law to authorize alternative voting methods for the 2022 municipal and school board elections be read a first, second and third time, passed, signed and sealed in open council this 7th day of March, 2022.

CARRIED

- 7.1.c Approval of 2021 Water & Wastewater Annual Reports (D. Seguin)

Resolution No. 73-2022

Moved by Councillor Luck

Seconded by Councillor Jaworski

BE IT RESOLVED THAT Staff Report 28-2022 be received and that the Council of the Township of South Glengarry acknowledge receipt of the 2021 Annual Reports for the the Redwood Estates, Lancaster and Glen Walter Water Treatment Plants and the Lancaster, Green Valley and Glen Walter Sewage Treatment Plants

CARRIED

- 7.1.d Procurement 09-2022 Supply and Placement of Surface Treatment (S. McDonald)

Resolution No. 74-2022

Moved by Councillor Jaworski

Seconded by Councillor Lang

BE IT RESOLVED THAT Staff Report 29-2022 be received and that the Council of the Township of South Glengarry award Procurement 09-2022 for the Supply and Placement of Surface Treatment to Smiths Construction, in accordance with their procurement submission of \$200,107.60 plus HST and furthermore that the Mayor and Clerk be authorized to sign all appropriate documents.

CARRIED

- 7.1.e Tiered Response Medical Agreement (D. Robertson)

Resolution No. 75-2022

Moved by Councillor McDonell

Seconded by Councillor Luck

BE IT RESOLVED THAT Staff Report Staff Report 30-2022 be received and that By-law 20-2022, being a by-law to enter into a Tiered Response Medical Agreement with the Cornwall SD&G Paramedic Service be read a first, second and third time, passed, signed and sealed in open council this 7th day of March, 2022.

CARRIED

- 7.1.f Raisin River Canoe Race – Request for Services (D. Robertson/ S. Servage)

Resolution No. 76-2022

Moved by Councillor Luck

Seconded by Councillor Lang

BE IT RESOLVED THAT Staff Report 31-2022 be received and that the Council of the Township of South Glengarry approves the request from the

Raisin Region Conservation Authority for a donation in the amount of \$2,447.50 from the Grants and Donations fund to cover the cost of shore-based water rescue services and the Char-Lan Recreation Hall rental fee.

CARRIED

7.1.g RFP 03-2022 - Kenneth Barton Park Bocce Ball Courts (S. Servage)

Resolution No. 77-2022

Moved by Councillor Lang

Seconded by Councillor McDonell

BE IT RESOLVED THAT Staff Report 32-2022 be received and that RFP 03-2022 for the Kenneth Barton Park Bocce Ball Court be awarded to Playground Planners as per their submission of \$14,500 plus HST and furthermore that the Mayor and Clerk be authorized to sign all applicable documents.

CARRIED

7.1.h Lascelle Site Plan Control Agreement (J. Haley)

Resolution No. 78-2022

Moved by Councillor McDonell

Seconded by Councillor Jaworski

BE IT RESOLVED THAT Staff Report 33-2022 be received and that By-law 21-2022, being a by-law to approve a Site Plan Control Agreement for the property legally described as Part of Lot 24, Concession 1, in the geographic Township of Lancaster, now in the Township of South Glengarry, County of Glengarry, being Part 2, on Plan 14R355 (PIN 671360152), also known as 6316 Willow Drive be read a first, second and third time, passed, signed and sealed in open Council this 7th day of March, 2022 and furthermore, that the Mayor and Clerk be authorized to execute the Site Plan Control Agreement.

CARRIED

7.2 Other Business

7.2.a Return to In-Person Council Meetings (K. Campeau)

7.2.b 2022 Grants and Donations Requests (M. Hudson)

7.2.c Environment Committee Minutes - January 18, 2022

7.2.d Capital Projects Update - March 2022 (S. McDonald)

7.2.e Farm 911 - Project Update (D. Robertson)

7.2.f Memo - RRCA Inventory of Programs and Services

Resolution No. 79-2022

Moved by Councillor Jaworski

Seconded by Councillor Luck

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

CARRIED

7.3 Committee Reports

7.3.a RRCA Board Meeting Highlights - February 17, 2022

7.3.b SDG County Council Draft Minutes - February 22, 2022

7.3.c Committee of Adjustment Minutes - February 22, 2022

7.4 For Information Only

7.4.a Consent Application B-210-21

7.4.b Consent Summary 2021- March

7.4.c Notice of Consent Decisions- B-192-21 through to B-196-21

7.4.d Resolution - Hospital Capital Funding- Town of Bracebridge

7.4.e Resolution - Renovictions - County of Prince Edward

8. CLOSED SESSION

Resolution No. 80-2022

Moved by Councillor Luck

Seconded by Councillor Lang

BE IT RESOLVED THAT Council convene to Closed Session at 8:25 pm to discuss the following item(s) under Section 239 (2) of The Municipal Act S.O. 2001;

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

(e) litigation or potential litigation

Specifically: claim against municipality

(f) advice subject to solicitor-client privilege;

Specifically: legal advice

CARRIED

Resolution No. 81-2022

Moved by Councillor Lang

Seconded by Councillor McDonell

BE IT RESOLVED THAT Council rise and reconvene at 9:31 pm into open session without reporting.

CARRIED

Resolution No. 82-2022

Moved by Councillor McDonell
Seconded by Councillor Jaworski

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

CARRIED

- 9. CONFIRMING BY-LAW
- 9.1 Confirming By-law 22-2022

Resolution No. 82-2022

Moved by Councillor Jaworski
Seconded by Councillor Lang

BE IT RESOLVED THAT By-law 22-2022, being a by-law to adopt, confirm and ratify all matters deal with by resolution be read a first, second and third time, passed, signed and sealed in open council this 7th day of March, 2022.

CARRIED

- 10. ADJOURNMENT
- Moved by Councillor 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 9:32 pm.

CARRIED

Mayor

Clerk



STAFF REPORT

S.R. No. 34-2022

PREPARED BY: Véronique Brunet- Manager of Municipal Law Enforcement

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: March 21st, 2022

SUBJECT: Proposed Animal Control By-Law

BACKGROUND:

1. Reason

The Township receives approximately 150 complaints per year, one third of the complaints derive from Animal Control concerns. The Townships' Animal Control By-Law is currently from 2011. This by-law has become outdated and no longer reflects the intent and standards the Townships' Council and Staff would like to see practiced throughout the Municipality. In March of 2021, administration presented Council with a report regarding the effectiveness of dog tags in the Township. Following this presentation, Council guided staff to dissolve the dog tag program that the Township currently offers and the cost for the Dog Pound would be a budget line item.

2. Authority

The Municipal Act, 2001, S.O. 2001, c.25 gives the municipality the authority to create a by-law regulating the care, control, and licensing of animals within the Township.

ANALYSIS:

3. Proposed By-Law

The proposed by-law has been significantly modified from the current by-law providing multiple additions and alterations to help regulate the care and control of dogs within the Township. Some of the main items that have been added or altered due to future projects and complaints received are; dog attacks and an appeal process, dog identification, leash free dog park, barking and excrements.

4. Comparison

The proposed Animal Control By-law will reflect a compromise between best practices based on research and what administration believes best represents our Municipality. Several municipalities have implemented similar by-laws to efficiently deal with dog licensing, kennel licensing, dog care and control and lastly dog attacks and their appeal process. The following is a comparison of ten (10) other municipalities which were reviewed during the writing of the proposed by-law.

Township	Licensing	Dogs	Kennel	leash	Excrement
North Glengarry	Annual	4	4+	N/A	Timely
South Stormont	Annual	3	4+	2m	Immediately
North Stormont	Annual	2 USA- 3 RSA	3USA- 4RSA	2.4m	Timely
South Dundas	Annual	3	4+	2.4m	Immediately
North Dundas	Biannually	3 USA- 4 RSA	3+	2.4m	Immediately
Caledon	Microchip/Tag	3	4+	3m	Immediately or Owner Property
Wellesley	Annual	3	4+	N/A	Immediately or Owner Property
Hawkesbury	Annual	2	N/A	1.22m	Immediately
Innisfil	Annual	2	3+	3m	Unsanitary
Cornwall	Annual	3	3+	2m	7 days or 48hrs

5. Additions

- i. Included a definition for the term Attack in order to alleviate any hesitation and uncertainty during a dog attack investigation. “Attack”: means a Level 1 through 6 of Schedule ‘C’ with the absence of a *Mitigating factor*.
- ii. The proposed by-law has the term “Consistently and Persistently” defined. Administration uses this term during investigations regarding dog barking complaints. Administration has done a surplus of research during reports of dogs’ barking to determine ‘how much is too much’. It is normal and in the dogs nature to bark for a multitude of reasons. However, the tolerance to barking differs from person to person. The SPCA of Alberta published an article stating that too much barking is for ten (10) minutes at a time and more than three (3) times a day. “*Consistently and Persistently*”: means for a period of ten (10) minutes at a time, more than three (3) times a day at least twice a week.
- iii. “*Unsafe weather*” means weather conditions including but not limited to extreme heat and cold, snowstorms, freezing or heavy rain and strong winds.
- iv. Section 2.2 provides for protection from *unsafe weather*.
- v. Section 2.4 Exemption for normal farm practice carried on in accordance with the *Farming and Food Production and Protection Act, 1998, S.O. 1998, c.1*.
- vi. Section 3.1 Every person who owns a dog shall ensure it has valid identification, such as a *Microchip*, identification tag or other similar means of identification affixed to it at all times which shall include the name of the dog and current contact information for the *owner* of such dog.

- vii. Section 3.8 No person shall keep any dog with a *tether* that is not of sufficient strength and design to restrain any dog for which it is used.
- viii. Section 3.15 No person shall cause or permit a dog to be *at large* on *Township* owned land, unless it is a designated and approved *Township* leash free dog park.
- ix. Leash Free Dog Park Section 3.21 to 3.29
- x. Section 3.30 No person shall allow a dog to bark *Consistently and Persistently*, causing a nuisance to the neighbours.
- xi. Section 3.31 No person shall encourage or bait a dog to bark *Consistently and Persistently*, causing a nuisance to the neighbours.
- xii. Dangerous Dogs & Appeal all of Part 4; In line with our current by-law, every municipality that was researched includes sections in their by-law for dog attacks. A significant proposed change to our Animal Control By-law is Part 4 of the by-law, which addresses how the Township will enforce Dog Attacks. Following multiple incidents of attacks, Staff has determined that there is a need to alter the current method (outlined below) in order to better address the severity of any attack that occurs and not place as much importance on the location of the incident. One way to find out how serious a bite may be is to acknowledge that different levels of bites exist. Bite levels range from minor to so severe they lead to death. The proposed attack determination is based on the method created by Dr. Ian Dunbar who first developed the bite levels system and Dr. Sophia Yin created a modified description of the levels. Attached to this report is the pictogram for dog bite levels. Basing By-law investigations on this chart has been implemented all over the Greater Toronto Area and throughout Ontario by municipalities.

While reviewing the other municipalities by-laws, 6 of the 10 include an appeal process for a Dangerous Dog Order (DDO). In the past, Staff had received requests to remove the muzzle order from the dog, however, due to our by-law we were unable to formally grant the request if it was justified. Section 4.11 to 4.13 in the proposed by-law addresses the process for appealing a DDO.

- xiii. Section 5.4 and 5.5 discuss the quarantine period and symptoms of rabies, including this in the by-law removes the guess work for what symptoms are rabies symptoms.
- xiv. Dog Pound, all of Part 7. This is included in the proposed by-law to be completely transparent with our municipal procedure for the operation and process when a dog is seized by the Township. This section is aligned with applicable legislation "Animals for Research, R.S.O. 1990, c. A.22".

- xv. Prohibited Animals, all of Part 8; this section has been included in order to remove it from the Zoning By-law and bring all animal regulations under the same by-law.

6. Enforcement

Staff will consistently attempt to resolve a complaint by discussing with the property owners during the initial contact. However, when this does not work, the officer will either send a notice of violation, or an order. The order will always set out the potential enforcement should compliance not be met. The proposed by-law has set fee's set out in accordance with the property standards by-law such as the fee to issue an order and a second order, as well as the 30% administrative fee in addition to cost. The proposed by-law would also have set fines which range from \$350 to \$500. These fines may be charged from the date of the offense every day until compliance is met. Although staff does not wish to fine the residents of South Glengarry, in some situations it is necessary. Therefore, the ability to do so would be required in the proposed by-law.

It is staff's position that the proposed Animal Control By-Law will better address the concerns of the constituents in a fair and timely manner. Staff has incorporated authorities found in the municipal act that will provide for more effective enforcement tools.

The Animal Control By-law is intended to maintain a progressive enforcement approach, which would look like the following:

Step one:	first contact will be in person, conversation, and education with a plan to meet compliance. Informal notice may be sent detailing the items to be corrected.
Step two:	should no progress be seen within the agreed upon time, an order to comply will be issued requiring Property Owners to discontinue the contravening activity and / or do work to correct the contravention.
Step three:	property owners who do not comply with the order may not only find themselves subject to charges and fines, but also costs added to their taxes by the township for work done to correct the contravention.

IMPACT ON 2022 BUDGET:

No impact to 2022 budget; all projected revenues and expenses have been approved by Council.



ALIGNMENT WITH STRATEGIC PLAN:

Strategic Goal 3- Strengthen the effectiveness and efficiency of our organization

Strategic Goal 4- Improve quality of life in our community

Strategic Goal 5- Improve internal and external communications

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report No. 34-2022 be received and that By-law 23-2022 being a by-law to regulate the care, control, and licensing of animals within the Township of South Glengarry be read a first and second time, passed, signed and sealed in Open Council this 21, day of March, 2022.

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

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 23-2022
FOR THE YEAR 2022**

**BEING A BY-LAW TO REGULATE THE CARE, CONTROL, AND
LICENSING OF ANIMALS WITHIN THE TOWNSHIP OF SOUTH
GLENGARRY.**

WHEREAS, Section 3 of the *Municipal Act, 2001*, S.O. 2001 C.25 (hereinafter referred to as the "*Municipal Act*") provides that the powers of municipal corporation are to be exercised by its *Council* by by-law; and

AND WHEREAS Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other Act;

AND WHEREAS sections 8, 11(2) and 11(3) of the *Municipal Act*, confer the powers for a municipality to pass By-laws to regulate, prohibit and require persons to do things respecting *Animals* and in relation to the health, safety and well-being of persons, the social well-being of the municipality and the protection of persons;

AND WHEREAS section 103 of the *Municipal Act*, confers the power upon a municipality to pass a by-law to provide for the seizure and impounding of *Animals* being *At large* or trespassing and the sale of impounded *Animals* under certain conditions;

AND WHEREAS section 105(1) of the *Municipal Act*, requires *Council* or an *Animal Control Officer*, or designate of the municipality to hold a hearing on whether to exempt an *owner* in whole or in part from muzzling requirements of a dog, when so requested by the dog *owner*;

AND WHEREAS Sections 150 through 153 of the *Municipal Act*, authorizes *Council* to license, regulate and govern businesses and events and that this authority includes but is not limited to: the power to issue licences, to issue licences on condition, to revoke licences, to suspend licences, to regulate or govern the place used in the carrying on of such businesses, and to prevent the carrying on of such businesses without a licence; and

AND WHEREAS section 391 of the *Municipal Act*, enables a municipality to pass by-laws imposing fees or charges on any class of persons for services or activities provided or done by or on behalf of it;

AND WHEREAS pursuant to Section 425 of the *Municipal Act*, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence; and

AND WHEREAS pursuant to Section 426 of the *Municipal Act*, no person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under this Act or under a by-law passed under this Act;

AND WHEREAS pursuant to Section 446(1) of the *Municipal Act*, a municipality may direct or require a person to do a matter or thing and that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

AND WHEREAS *Council* of the Corporation of the *Township* of South Glengarry is desirous to ensure that *Animals* are kept and treated in a humane manner and that, the *owners* of *Animals* provide good quality care to them.

NOW THEREFORE the *Council* of the corporation of the *Township* of South Glengarry enacts the following as a by-law:

SHORT TITLE

This by-law may be referred to as the “*Animal Control By-Law*”.

PART 1 – DEFINITIONS

1.1 In this by-law;

- a) “*Animal*”: means any member of the *Animal* kingdom, other than a human.
- b) “*Dog Pound*”: means a facility operated by the *Township* or contracted by the *Township* for the care, keeping and impounding of *Animals* and may include any Town Staff thereof where the context permits.
- c) “*At large*”: means where an *Animal* is in any place other than its *owner’s* lot and is not physically restrained by a capable person by means of a *Tether* or otherwise.
- d) “*Attack*”: means a Level 1 through 6 of Schedule ‘C’ with the absence of a *Mitigating factor*.
- e) “*Consistently and Persistently*”: means for a period of ten (10) minutes at a time, more than three (3) times a day at least twice a week.
- f) “*Council*”: means the *Council* of the Corporation of the *Township* of South Glengarry.
- g) “*Dangerous dog*”: means any dog that, in the absence of a *Mitigating factor*, has demonstrated the propensity to act in a significantly menacing or aggressive fashion or displayed an apparent attitude of *Attack* towards any person or an *owner’s Animal* or has bitten, *Attacked* or caused injury to any person or an *owner’s Animal*.
- h) “*Doghouse*”: means an exterior building or structure that is used, or designed to be used, to provide shelter to one or more dogs.
- i) “*Dog run*”: means a fenced area, designed for harbouring or containment of dogs.
- j) “*Highway*”: means a common and public *Highway*, street, avenue, parkway, driveway, square, place, bridge, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.
- k) “*Landowner*” means a person holding registered title to a lot and includes a lessee, tenant, occupant or a mortgagee in possession thereof.
- l) “*Manager*”: means the *Township’s Manager* of Municipal Law Enforcement and his or her designate or successor.
- m) “*Microchip*” means a standard identification device implanted into an *Animal*, which contains a unique code that permits or facilitates access to *owner* information, including the name and address of an *owner* of the *Animal*.
- n) “*Mitigating factor*”: means a circumstance which excuses the aggressive behaviour of an *Animal* and, without limiting the generality

of the foregoing, may include circumstances where such *Animal* was, at the time of the aggressive behavior, acting in defence of an *Attack* by a person or other *Animal*, acting in defence of its young, reacting to a person or *Animal* trespassing on the lot of its *owner* or being teased, tormented or similarly provoked.

- o) “*Municipal Act*”: means the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended.
- p) “*Muzzle*”: means a humane fastening or covering device of adequate strength over the mouth to prevent a dog from biting, yet still allows a dog to pant or drink.
- q) “*Officer*”: means an *Officer* of the *Township* responsible for enforcement of by-laws
- r) “*Owner*”: means any person who keeps, possesses, harbours or has custody, guardianship or control of an *Animal* and, where the *owner* is a minor, any person responsible for the custody of the minor shall be deemed to be the *owner* of the *Animal*.
- s) “*Private property*”: means any land within the *Township* of South Glengarry including yards and vacant lots that do not belong to the *owner*.
- t) “*Tether*”: means a rope, chain, leash, or other similar material tied to a dog, so as to restrict its movement.
- u) “*Township*”: means the corporation of the *Township* of South Glengarry.
- v) “*Unsafe weather*” means weather conditions including but not limited to extreme heat and cold, snowstorms, freezing or heavy rain and strong winds as determined by the *Township*.

PART 2- STANDARD OF CARE

2.1 Every *owner* of an *Animal* shall ensure that such *Animal* is kept in a humane manner free of abuse and neglect and is provided with the necessities and conditions to maintain and protect the *Animal's* well-being including but not limited to the following:

- a) adequate food and water;
- b) an environment which is maintained in a sanitary condition and not overcrowded by other *Animals*;
- c) appropriate shelter for the *Animal* which provides adequate space to move;
- d) a shelter for the *Animal* which provides protection from exposure to the elements such as *Unsafe weather*; and
- e) if required, veterinary care to prevent and relieve any distress to the *Animal* caused by injury, disease or otherwise.

2.2 No *owner* shall cause or permit their *Animal* to remain outside during *Unsafe weather* which may pose a risk to the *Animal*, except:

- a) where such *Animal* is outside for a short period of time and supervised by its *owner*; or
- b) has access to a shelter which provides adequate protection.

2.3 Without limiting any other Section within this By-law, every *owner* shall ensure that any enclosure provided for their *Animal* is:

- a) adequately ventilated;
- b) constructed and located to permit access to light;

- c) maintained in a clean and sanitary condition and free of offensive odours;
- d) of a size to permit all *Animals* therein to comfortably extend their bodies to their full natural extent, stand, sit, turn around, lie down and if appropriate for such *Animal*, perch; and
- e) kept in good repair and maintained to ensure that it does not create any danger to the health of any *Animal* contained therein for any reason.

Exception

- 2.4 Any normal farm practice carried on in accordance with the *Farming and Food Production and Protection Act, 1998, S.O. 1998, c.1.* shall be exempt from compliance to part or all of Sections 2.1, 2.2 and 2.3.

PART 3- DOGS

DOG LICENCING

- 3.1 Every person who owns a dog shall ensure it has valid identification, such as an identification tag or other similar means of identification affixed to it at all times which shall include the name of the dog and current contact information for the *owner* of such dog or a tag stating the dog is *Microchipped*.
- 3.2 Every person who is a temporary, short term or otherwise resident, who owns or harbours a dog, shall ensure that their dog has a valid identification tag affixed to it at all times;
- a) For the purposes of subsection 3.2, a valid identification tag shall include a valid licence from the residents permanent Municipality.
- 3.3 Notwithstanding section 3.1 and 3.2, a dog under the age of three (3) months old does not require valid identification.
- 3.4 Every person who owns or harbours more than four (4) dogs on a property shall obtain a valid *Kenel* Licence from the *Township*.
- 3.5 No person, other than the *owner* of the dog, shall remove the identification tag from the dog.

DOG RESTRAINT

- 3.6 No person shall cause or permit a *tether* to be used that has a maximum length of more than three (3) meters while on public land, *Township* land, *Highways*, or *private property*.
- 3.7 Notwithstanding section 3.6, no person shall permit a *tether* of more than three (3) meters, to be used on *private property* without obtaining written permission from the *landowner*.
- 3.8 No person shall keep any dog with a *tether* that is not of sufficient strength and design to restrain any dog for which it is used.
- 3.9 No person shall permit any rope, chain or similar restraining device to be used to *tether* a dog unless such item is:
- a) securely attached to a permanently affixed object to ensure that the dog is restrained when *tethered*;
 - b) situated to permit the dog to move safely and unrestricted within the length of the *tethering* device so the dog does not suffer any injury resulting from the *tether*; and
 - c) where used on the *owner's* lot for a dog which primarily lives outside, such *tether* shall be a minimum of three (3) meters in length and shall permit the dog access to an adequate source of food, water and shelter.
- 3.10 No person shall permit a dog to be *tethered* unless it is adequately

supervised so as to prevent any nuisances, including but not limited to barking, and to ensure that the dog remains free of any potential harm.

- 3.11 No person shall cause or permit a dog to be *tethered* using a choke chain, choke collar, pronged collar or similar device which may potentially cause harm to the dog, except as recommended in writing by a qualified veterinarian.
- 3.12 No person shall permit a dog to be *tethered* for more than four (4) consecutive hours or for more than six (6) hours in a twenty-four (24) hour period.

DOG AT LARGE

- 3.13 No person shall cause or permit a dog to be *at large* at any time.
- 3.14 No person who owns, harbours, or possesses any dog shall cause or permit the dog to run *at large* or trespass on *private property* even when on a leash.
- 3.15 No person shall cause or permit a dog to be *at large* on *Township* owned land, unless it is a designated and approved *Township* leash free dog park.
- 3.16 For the purposes of section 3.13, an *Animal* shall not be considered *at large* in the following circumstances:
- a) where a *landowner* permits the *Animal* to be on their lot, unless such lot is commonly accessed by the general public;
 - b) if a dog is appropriately supervised by its *owner* and is within a leash free park; or
 - c) where a service dog or police dog is actively engaged in carrying out the work for which it was trained.
- 3.17 The *Manager*, animal control officer, or police may seize any dog which is suspected of being *at large*.
- 3.18 Every person who seizes a dog for being *at large* shall inform the *Township* or deliver the *Animal* to the *Township* or the *Dog Pound*.
- 3.19 Where a dog is seized by the *Manager* as a result of it being *at large*, the *Animal* shall be delivered to the *Dog Pound* to be impounded or released to its *owner* or euthanized, as the case may be.
- 3.20 The *Manager* may enter on any public property or on *private property* with or without the consent of the owner or tenant of the property for the purposes of seizing any dog running *at large* contrary to the provisions of this by-law.

LEASH FREE DOG PARK

- 3.21 This section shall only be applicable to locations designated and approved by the *Township* as a "Leash Free Dog Park".
- 3.22 An *owner* shall accompany their dog at all times while it is within a leash free dog park to ensure that it remains under control and such *owner* shall be capable of physically restraining the dog.
- 3.23 No person shall have or attempt to have in excess of three (3) dogs under their care and control in a leash free dog park at any time.
- 3.24 Every child within a leash free park shall be supervised and accompanied by their parent or a legal guardian at all times.
- 3.25 No *owner* shall cause or permit their dog to enter or use a leash free dog park if the:

- a) dog poses any danger to, or frightens, other persons or dogs;
- b) dog displays, or has in the past displayed, aggressive behavior;
- c) dog is a *Dangerous dog* as per this by-law or any previous *Township Animal Control* by-law;
- d) *owner* has been advised by the *Manager*, animal control officer, *Officer*, Town Staff, police, or authorized agent on behalf thereof that the dog is prohibited from using a leash free dog park; or
- e) *owner* has been convicted of an offence related to the conduct of the dog under any Federal or Provincial legislation or a municipal By-law.

3.26 No *owner* shall cause or permit their dog to enter or use a leash free dog park unless such dog is:

- a) neutered or spayed;
- b) in good health and appropriately vaccinated;
- c) older than six (6) months; and
- d) adequately identified as required by section 3.1.

3.27 Every *owner* who permits their dog to enter or use a leash free dog park shall:

- a) immediately remove the dog from the leash free park if:
 - i it shows any aggressive behavior toward a person or other dog; or
 - ii a police constable, *Officer*, Town Staff or authorized agent on behalf thereof that requests the removal of the dog for any reason;
- b) ensure that such dog is under voice control and within their sight at all times; and
- c) immediately remove any excrement left by such dog and dispose of appropriately.

3.28 Every *owner* shall ensure that their dog is controlled by *tether* when entering and leaving a leash free dog park.

3.29 No person shall cause or permit any *Animal* other than a dog to enter or remain within a leash free dog park.

BARKING

3.30 No person shall allow a dog to bark *Consistently and Persistently*, causing a nuisance to the neighbours.

3.31 No person shall encourage or bait a dog to bark *Consistently and Persistently*, causing a nuisance to the neighbours.

EXCREMENTS

3.32 Every *owner* shall ensure that any dog excrement left by their dog on a *Highway*, public, or *private property*, is immediately removed and disposed of in a sanitary manner with the exception where:

- a) the *owner* of the *Animal* is the property *owner* of the lot on which the excrement was left; or
- b) due to a physical disability, the handler of a service dog is unable to remove excrement left by such *Animal*.

3.33 Every *owner* of a dog that is the *Landowner* shall ensure that any dog

excrement is removed from their property to ensure that it does not create a nuisance by reason of odour, sight or otherwise, within the specified timeframe below:

- a) Within three (3) days for any property within any property zoned as *Residential, Limited Services Residential, or Estate Residential*; or
- b) Within seven (7) days for property outside those listed in 3.33a).

ENCLOSURES

3.34 Every person shall ensure any *Doghouse* which is provided for a dog shall:

- a) be soundly constructed and made of a hard, durable material so as to be weatherproof and impervious to water;
- b) have a maximum height of no more than two (2) meters as measured from the midpoint of the roof of the *Doghouse* and the ground directly below such point;
- c) include clean and dry bedding sufficient for all dogs therein; and
- d) where the *Doghouse* is used by a dog in cold weather, it shall have:
 - i an elevated floor to prevent direct contact with the surface of the ground
 - ii a flap affixed over the door to provide protection from the elements; and
 - iii adequate insulation of the walls, floor and roof to retain heat and sufficiently protect any dog therein against cold weather.

3.35 Every *owner* shall ensure that any *dog run* which is provided for their dog shall:

- a) be fully enclosed and constructed to prevent the escape of any dog therein;
- b) not have any individual side which is less than one (1) meter in length;
- c) have a minimum area of nine and a half (9.5) meter square to be increased by three (3) meter square for each additional dog therein over the number of one (1);
- d) have a height of no less than one (1) meter above the tallest dog in a standing position kept therein; and
- e) include a section maintained in a dry condition and of sufficient size to permit a dog within to lie down.

3.36 Every *owner* shall ensure that any *Doghouse* or *dog run* provided for a dog is:

- a) located in a rear yard or side yard;
- b) set back at least two (2) meters from any lot line;
 - i when located within an exterior side yard, the set back shall meet the applicable Zoning By-law;
- c) maintained in good repair; and
- d) maintained in a clean and sanitary condition free of obnoxious odours.

3.37 No person shall cause or permit a dog to be kept in a *dog run* for more than twenty (20) hours within a twenty-four (24) hour period and, during such time as the dog is required to be released, it shall not be *tethered*.

PART 4- DANGEROUS DOGS

- 4.1** Every *owner* shall ensure that, in the absence of a *mitigating factor*, their dog does not:
- a)** bite, *attack* or cause injury to any person or an *owner's Animal*; or
 - b)** behave in an aggressive or menacing manner to any person or an *owner's Animal*.
- 4.2** Section 4.1 does not apply to any dog actively engaged in law enforcement activities on behalf of a police force.
- 4.3** Where a level 1 or 2 (see Schedule 'C') *attack* has been determined to have occurred without *mitigating factor*, and it is the first *attack* on record, the *Manager* shall issue a notice of attack to the dog *owner*.
- 4.4** Where a level 1 or 2 (see Schedule 'C') *attack* has been determined to have occurred without *mitigating factor*, and it is the second *attack* on record, the *Manager* shall issue a Dangerous Dog Order to the *owner*, declaring the dog as dangerous.
- 4.5** Where a level 3 to 6 (see Schedule 'C') *attack* has been determined to have occurred without *mitigating factor*, the *Manager* shall issue a Dangerous Dog Order to the *owner*, declaring the dog as dangerous.
- 4.6** Where the *Manager* has declared a dog as dangerous as per sections 4.4 and 4.5, the Dangerous Dog Order may be issued to any owner of such dog and, without limiting any other section of this By-law, such order shall include the following conditions:
- a)** Every *owner* of a *Dangerous dog* shall ensure that, when the dog is on the *owner's* lot, it is safely restrained and incapable of causing injury to any person or an *owner's Animal* entering on the lot, by ensuring that the dog is;
 - i** secured in a dwelling on the lot; or
 - ii** when outdoors:
 - 1.** enclosed in a fully fenced rear yard or side yard where such fence, and any gate that is part thereof, is of sufficient height, design, and condition to prevent the dog from escaping the yard under any circumstances; or
 - 2.** kept in a *dog run* in a rear yard or side yard and such *dog run* shall be of sufficient height, design, and condition to prevent the dog from escaping or causing harm to any other *Animal* therein under any circumstances.
 - b)** Every *owner* of a *Dangerous dog* shall ensure, where a *Dangerous dog* is in any place, other than its *owner's* lot in accordance with section 4.6, such dog shall:
 - i** be equipped with a *Muzzle* fitted over its mouth; and
 - ii** restrained by a leash under the direct physical control of a capable person over 18 years of age.
 - c)** Every *owner* of a *Dangerous dog* is prohibited from entering and using any leash free dog park with their *Dangerous dog*;
 - d)** Every *owner* of a *Dangerous dog* shall ensure the *Dangerous dog* has valid identification, in accordance with section 3.1, and proof, in a form satisfactory to the *Manager*, shall be provided to the *Township*;
 - e)** Every *owner* of a *Dangerous dog* shall provide the *Manager* with a photograph of the *Dangerous dog*, and any other identifying information deemed necessary;

- f) Every *owner* of a *Dangerous dog* shall provide the *Manager* with copies of the most updated records of the *Dangerous dogs'* rabies vaccination;
- g) Every *owner* of a *Dangerous dog* shall have a warning sign, in a form approved by the *Manager*, conspicuously displayed in all entrances where the *Dangerous dog* is kept and such signs shall clearly indicate the dog's presence to any approaching person; and
- h) The *owner* of a *Dangerous dog* shall upon request provide a status update to the satisfaction of the *Manager* in respect of the *Dangerous dog* and shall provide notification to the *Manager* within 48 hours of:
 - i any change to the residency or *ownership* of the *Dangerous dog*; or
 - ii the death of the dog.

4.7 A Dangerous Dog Order shall expire upon the death of such dog.

4.8 A Dangerous Dog Order shall be deemed served;

- a) On the day of delivery if served by hand; or
- b) On the fifth (5th) day following the date of mailing if served by registered mail.

4.9

4.10 Where any dog was declared a *Dangerous dog* in accordance with a previous *Township Animal Control By-law*, even where repealed, such dog shall be deemed to be a *Dangerous dog* pursuant to this By-law and shall continue to be subject to the terms of any applicable order in effect at the time of the enactment of this By-law.

Appeal of Dangerous Dog Order

4.11 An *owner* of a *Dangerous dog* may appeal the order declaring a dog to be dangerous after the following criteria has been met:

- a) Within seven (7) days from service of the Dangerous Dog Order; or
- b) After a minimum of two (2) years since the last reported *attack*, and the *owner* submits;
 - i sufficient proof of successful completion of obedience, behavioural, or any similar training by a qualified person; and
 - ii a letter from a qualified dog trainer stating the dog is not likely to *attack* again.

4.12 Every *owner* who makes an application or request to appeal a Dangerous Dog Order shall be made to *Council*, and *Council* may:

- a) Confirm the order; or
- b) Exempt the *owner* in whole or in part from compliance with the order.

4.13 Any application or request to appeal an order declaring a dog as a *Dangerous dog* shall not act as a stay of the order including any condition or requirement imposed therein.

- 5.1 Every *owner* of a dog which has bitten a person, shall place the *dog* in quarantine for a period of ten (10) days.
- 5.2 At the discretion of the *Manager* a dog may be held in quarantine on the premises of the *owner*, or in a veterinary hospital, or a licensed *kennel* of the *owner's* choice and at the *owner's* expense.
- 5.3 A dog held in quarantine under section 5.1 and 5.2, shall not be released from such quarantine without permission from the *Manager* or the expiration of ten (10) days symptom free.
- 5.4 For the purposes of section 5.3, symptoms in a dog shall include any one of the following, depending on the type of rabies:
 - a) **Dumb Rabies:** the dog becomes depressed and tries to hide in isolated places or paralysis (areas most affected are the face or neck- which causes abnormal facial expressions or drooling- or the hind legs).
 - b) **Furious Rabies:** the dog becomes very excited and aggressive, periods of excitement usually alternate with periods of depression, may attack objects or other animals. The dog may even bite or chew their own limbs.
- 5.5 If a dog develops any of the symptoms described in section 5.4, the *owner* shall contact the Public Health Unit and the *Township* as soon as possible.

PART 6- KENNELS

- 6.1 For the purposes of Part 6 of this by-law;
 - a) “*owner*”: means the *owner* or operator of a *Kennel*.
- 6.2 No person shall keep, board, house or breed more than four (4) dogs at a time on any premises within the *Township* unless the premises is:
 - a) licensed by the *Township* as a breeding or a boarding *kennel*; or
 - b) an accredited veterinary facility under the supervision of a veterinarian licensed under to the *Veterinarians Act, R.S.O. 1990, Chapter V.3*, as amended.
- 6.3 Every person who proposes to operate a *kennel* where more than 15 dogs would be kept at a time, shall, before applying for a licence under this by law, apply to the *Council* for approval to apply for the licence.
- 6.4 After receiving an application made under section 6.3, the *Council* shall:
 - a) pass resolution granting the application and specifying the maximum number of dogs that the applicant may keep at one time in the *kennel*; or
 - b) pass a resolution refusing the application.
- 6.5 An application for a licence under this section shall include:
 - a) the application licence fee, as set out in Schedule ‘B’;
 - b) proof that the proposed or existing *kennel* complies to the satisfaction of the *Manager*, with the requirements of this by law and any other of the *Township's* by-laws;
 - c) any site plan and site plan approval required by a by-law or by a provincial or federal statute or regulation; and
 - d) upon receiving a properly completed application, along with the applicable fee in Schedule ‘B’, the *Township* shall grant the requested licence.
- 6.6 Every *owner* of a breeding or a boarding *kennel* shall maintain all parts of the *kennel* in a clean and sanitary condition, free of accumulated

excrement.

- 6.7** Every *owner* of a breeding or a boarding *kennel* shall remove excrement and other waste resulting from the operation of the *kennel* daily.
- 6.8** Upon the death of a dog being kept in a breeding or a boarding *kennel*, every *owner* of a *kennel* shall, in addition to the other requirements of this By-Law, immediately remove the dead body from its cage or pen to an area that is not being used to house other *Animals*.
- 6.9** Every *owner* of a breeding or a boarding *kennel* shall ensure that a cage used for housing a dog in the *kennel* is constructed and maintained so that the floor of the cage remains clean, dry, sanitary and safe.
- 6.10** Every *owner* of a breeding *kennel* or a boarding *kennel* who allows a dog to use an outdoor *dog run* shall ensure that:
- a) when the dog moves from an indoor location to the outdoor area, the change in environment will not cause harm to the dog;
 - b) surface water readily drains from the ground within the *dog run*;
 - c) the *dog run* is fenced or otherwise appropriately enclosed to prevent the dog from escaping;
 - d) the *dog run* is free from conditions or materials that pose a threat of harm to the dog; and
 - e) every dog within the *dog run* has ready access to an individual shelter that is large enough to comfortably accommodate the dog and is constructed and maintained to provide a dry shelter from direct sunlight, precipitation, and wind.
- 6.11** Every *owner* of a breeding or a boarding *kennel* shall ensure that every room or cage in which a dog is housed within the *kennel* is:
- a) maintained at a temperature that is appropriate for the welfare of the particular dog, considering its breed and medical condition;
 - b) fully lit for at least eight (8) continuous hours every day;
 - c) ventilated as required for the health and comfort of the dog;
 - d) the litter or bedding material is changed daily and kept dry, clean and free of obnoxious odours and fumes;
 - e) cleared of any excrements or other waste inside the cage promptly;
 - f) cleaned and sanitized daily, including the cage rack or portion of the cage rack used in connection with the cage;
 - g) cleaned and sanitized prior to placing any dog in cage previously occupied by another dog;
- 6.12** Every *owner* of a breeding or a boarding *kennel* shall ensure that every dog in a room or cage within the *kennel* is:
- a) Provided with food and water in a container that can be readily sanitized; and
 - b) Provided with food and water in containers that are placed directly on the floor of the cage in which the dog is located.
- 6.13** No *owner* of a breeding or boarding *kennel* shall keep a dog in a *dog run* or other fenced area unless the fence is constructed of chain link, vertical board, or corn crib wire.
- 6.14** An *owner* of a boarding *kennel* is exempt from the requirements of section 3.1 in respect of a dog that is temporarily in his or her care provided that:
- a) the dog is currently registered with another municipality, and a uniquely numbered registration tag from the other municipality is

securely affixed on the collar or harness of the dog at all times.

- 6.15** Every *owner* shall meet the requirements of the applicable zoning regulations of the *Township*.

Renewal

- 6.16** Every *owner* of a breeding or boarding *kennel* shall renew their *Kennel* licence prior to March 1st every year.
- 6.17** Every *owner* of a breeding or boarding *kennel* shall pay the *Kennel* Licence Fee, as per Schedule 'B'.

Revocation

- 6.18** A *Kennel* licence is considered automatically revoked if a complete licence renewal application is not submitted to the *Township* prior to March 1st of that calendar year.
- 6.19** The *Township's Manager* may, at any point, revoke a person's *kennel* licence where:
- a) a contravention of any section of this By-Law occurs;
 - b) the licence was issued in error; or
 - c) continuation of the operation poses an immediate danger to the health or safety of any person, *animal*, or property.
- 6.20** Where the *Manager* believes on reasonable grounds, that a licensed *kennel* may not be in compliance with the requirements of this by-law, the *Manager* may require that the *owner* of the *kennel* allow the *Manager* to enter the premises to inspect the *kennel*.
- 6.21** Every *owner* of a *kennel* shall, upon receipt of an inspection request under section 6.20 grant the *Manager* or an animal control *Officer* access to the *kennel* premises.
- 6.22** Where in the opinion of the *Manager* a *kennel* is in a state of non-compliance with this by-law or is creating or is likely to create a public health risk, the *Manager* may order the *owner* of the *kennel* in writing, to rectify the non-compliance within a specific time period that is reasonable in the circumstances.
- 6.23** Every *kennel owner* shall comply with an order made under section 6.22 within the time specified in the order.
- 6.24** In evaluating compliance with the requirements of this by-law the *Manager* may require an applicant for, or a holder of, a *kennel*;
- a) to provide the *Manager* with information that he or she deems necessary for this purpose; and
 - b) to allow the *Manager* to inspect the *kennel* or proposed *kennel* premises.
- 6.25** In executing his or her duties with respect to any *kennel* or proposed *kennel*, the *Manager* may retain the services of a qualified veterinarian who is familiar with generally accepted *kennel* practices to write a report evaluating the practices of the licensed or proposed *kennel*. The *Manager* shall provide copies of any report generated by the veterinarian to the *owner* of the *kennel* or proposed *kennel*.
- 6.26** The *Township* shall invoice the *owner* of the *kennel* for the cost of the veterinary services obtained under section 6.25. The *owner* of the *kennel* shall pay the invoice within thirty (30) days, after which time any outstanding amount, plus interest calculated from the date of the invoice, shall be added to the tax demand for the land occupied by the *kennel*.

Transfers

- 6.27 Every person who operates a *kennel* shall only transfer a *kennel* licence following written approval from the *Manager*.

PART 7- DOG POUND

Impounded Dogs

- 7.1 At the discretion of the *Dog Pound*, any dog that is delivered as a result of it being *at large* may be impounded.
- 7.2 Every dog that is impounded shall be held by the *Dog Pound* for a minimum redemption period of three (3) days exclusive of the day on which the dog was impounded, statutory holidays, and any day which the *Dog Pound* is closed.
- 7.3 The *Dog Pound* shall keep a record of each dog that is impounded including but not limited to the date of impoundment, a description of the dog, any identification or contact information found on the dog and the date and manner of disposition.
- 7.4 Where a dog is not redeemed by its previous *owner* within the established timeframe pursuant to section 7.2, such dog shall become the sole property of the *Dog Pound* and may be made available for adoption, sold, transferred to a new *owner*, humanely euthanized or otherwise.

Redemption

- 7.5 During the period established pursuant to section 7.2, a dog may be redeemed by its previous *owner* and released from the *Dog Pound* if such person provides satisfactory identification of the dog and upon:
- a) payment of all applicable fees as set out by the *Dog Pound*;
 - b) reimbursement to the *Township* for any costs incurred as a result of veterinary or other care deemed necessary for the wellbeing of the *Animal* while it was impounded; and
 - c) affixing valid dog identification on the dog as per section 3.1.

Adoption

- 7.6 A person may only be eligible to adopt a dog from the *Dog Pound* if they are, to the satisfaction of the *Dog Pound*, capable of providing proper care to such dog and may be reasonably expected to meet the requirements of this By-law.
- 7.7 Every person who intends to adopt a dog from the *Dog Pound* shall:
- a) complete an application on an accepted form by the *Dog Pound*;
 - b) ensure proper identification is affixed to the dog or have a *Microchip* implanted in the dog, both of which shall require the current contact information of the adopting person; and
 - c) pay all applicable fees as set out by the *Dog Pound*.
- 7.8 The *Dog Pound* may refuse the adoption of a dog for any reason.

PART 8- PROHIBITED ANIMALS

- 8.1 No person shall keep or permit to be kept anywhere within the municipal boundary any horses, bull, ox, sheep, goat, pig, or other cattle, or any poultry in any residential zone, or any reptile, or any wild *Animal* including any tamed or domesticated wild *Animal* in any building or structure in any zone unless otherwise permitted by the *Township's* Zoning By-Law.

PART 9 - ADMINISTRATION AND ENFORCEMENT

- 9.1 This by-law shall be enforced on a basis of written complaints, unless the *Manager* is aware of a previous unsafe condition warranting

correction.

9.2 The *Manager* will not inspect the entire premises or suite but will inspect only those items which are the subject of the written complaint.

9.3 Notwithstanding 9.2, the *Manager* may inspect other areas or items believed to be unsafe.

9.4 The *Manager* is authorized to administer and enforce this By-law including but not limited to:

- a) arranging for:
 - i the assistance or work of *Township* staff, or *Township* agents;
 - ii the making of orders or other requirements and the imposition of conditions as authorized under this By-law;
 - iii the obtaining of court orders or warrants as may be required;
 - iv the commencement of such actions on behalf of the *Township* to recover costs or restrain contravention of this By-law as deemed necessary; and
- b) prescribing the format and content of any forms or other documents required under this By-law.

9.5 The *Manager* may assign *Officers* to enforce this By-law and *Officers* so assigned or appointed by *Council* to enforce this By-law shall have the authority to:

- a) carry out inspections;
- b) make orders or other requirements as authorized under this By-law; and
- c) give immediate effect to any orders or other requirements made under this By-law.

9.6 The *Manager* may assign duties or delegate tasks under this By-law to be carried out in the *Manager's* absence or otherwise.

Entry and Inspections

9.7 An *Officer* may enter on land at any reasonable time and in accordance with the conditions set out in sections 435 and 437 of the *Municipal Act*, 2001 for the purpose of carrying out an inspection to determine whether or not the following are being complied with:

- a) this By-law;
- b) a direction or order made under this By-law;
- c) an order made under s. 431 of the *Municipal Act*, 2001.

9.8 An *Officer* may, for the purposes of the inspection under Section 9.7 and in accordance with the conditions set out in section 436 of the *Municipal Act*, 2001:

- a) require the production for inspection of documents or things relevant to the inspection;
- b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;

- c) require information in writing or otherwise as required by the *Officer* from any person concerning a matter related to the inspection; or
- d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.

9.9 An *Officer* may undertake an inspection pursuant to an order issued by a provincial judge or justice of the peace under Section 438 of the *Municipal Act, 2001*, in accordance with the conditions set out in that section, where he or she has been prevented or is likely to be prevented from carrying out an inspection under Sections 9.7 and 9.8.

9.10 No Person shall interfere with or obstruct an *Officer* while performing their duties under this by-law.

Orders including Delivery

9.11 If an *Officer* is satisfied that a contravention of this By-law has occurred, he or she may make an order requiring the person who contravened the By-law or who caused or permitted the contravention or the owner or occupier of the property on which the contravention occurred to do work to correct the contravention.

9.12 An order under Section 9.11 shall set out:

- a) reasonable particulars of the contravention adequate to identify the contravention and the location of property on which the contravention occurred;
- b) the work to be completed;
- c) the date or dates by which the work must be completed; and
- d) notice that if the order is not complied with, then the work may be done at the expense of the owner;
- e) notice that if the cost of work plus administration fees are not paid in time, they may be recovered by adding the amount to the tax roll for the Property.

9.13 Delivery of an order to discontinue a contravening activity made under Section 9.11 or an order to do work made under Section 9.12 may be given personally or by registered mail to the last known address of:

- a) the owner; and
- b) such other persons affected by the order as an *Officer* determines.

Delivery by registered mail shall be deemed to have taken place on the fifth (5th) day after the date of mailing.

9.14 In addition to delivery in accordance with Section 9.13, an order to discontinue contravening activity made under Section 9.11 or an order to do work made under Section 9.9 may be delivered by an *Officer* placing a placard containing the order in a conspicuous place on the property where the contravention occurred.

9.15 Where a time frame is set out in an order for carrying out any action, an *Officer* may extend the time for compliance beyond the established time frame provided such extension is required and is acceptable to the *Officer*.

9.16 No person shall fail to comply with an Order issued pursuant to this By-Law.

Township Carrying Out Work

- 9.17** Where a person does not comply with a direction or a requirement within an order, under this By-law to do a matter or thing, the *Manager*, in addition to all other remedies, may cause the Property to be brought into compliance with this by-law. For this purpose, the *Manager* with such assistance by others as may be required, may enter onto the Property at any reasonable time without further notice to the Owner in order to do such work necessary to achieve compliance with this by-law at the person's expense.
- 9.18** The *Township* may recover the costs of doing a matter or thing by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes and such costs shall include an administration fee of 30 per cent (30%). The amount of the *Township's* costs, including interest to the date payment is made in full, constitutes a lien upon the land, upon the registration of a notice of lien upon the land.

Penalties

- 9.19** Every person who contravenes any provision of this by-law is guilty of an offence and, upon conviction, is liable to:
- a) a set fine as set out in Schedule 'A'; or
 - b) a fine as provided for in section 61 of the Provincial Offences Act, R.S.O 1990, c. P.33.
- 9.20** Where a person is convicted of an offence under this by-law, the Ontario court of Justice or any court of competent jurisdiction thereafter may, in addition to any other penalty imposed on the person convicted, make an order prohibiting the continuation or repetition of the offence by the person convicted.

Validity and Severability

- 9.21** If a court of competent jurisdiction should declare any section or part of a section of this by-law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced *Council* to pass the remainder of the by-law, and it is hereby declared that the remainder of the by-law shall be valid and shall remain in force.
- 9.22** Where a provision of this by-law conflicts with the provision of another by-law in force within the *Township*, the provisions that establish the higher standards to protect the health, safety and welfare of the general public shall prevail.

Repeal

- 9.23** On the date this by-law comes into effect, By-Law 07-11 as amended shall be hereby repealed.
- 9.24** This By-law shall come into force upon the date of passing by *Council*.

**READ A FIRST AND SECOND TIME PASSED, SIGNED AND SEALED IN
OPEN COUNCIL THIS 21st DAY OF MARCH, 2022.**

MAYOR: _____ **CLERK:** _____

SCHEDULE 'A'
CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
Set Fine Schedule
Part 1 Provincial Offences Act

By-Law No.##-2022: Animal Control

Item	Short Form Wording	Provision Creating or Defining of Offence	Set Fine
1	Fail to provide animal with food and water	2.1a	\$500.00
2	Fail to keep animal in a sanitary environment	2.1b	\$350.00
3	Fail to provide animal with adequate space	2.1c	\$350.00
4	Fail to provide animal with protection from unsafe weather	2.1d	\$350.00
5	Fail to provide animal with veterinary care	2.1e	\$350.00
6	Fail to provide animal with appropriate enclosure	2.3	\$350.00
7	Fail to provide dog with valid identification	3.1	\$350.00
8	Fail to obtain a Kennel Licence	3.3	\$350.00
9	Removed identification tag from the dog	3.4	\$350.00
10	Fail to use tether of 3m or less	3.6	\$350.00
11	Fail to use tether of appropriate strength for dog	3.8	\$350.00
12	Fail to appropriately tether dog	3.9	\$350.00
13	Fail to provide supervision for tethered dog	3.10	\$350.00
14	Permit dog to be tethered using a potentially harmful collar device	3.11	\$350.00
15	Permit dog to be tethered for more than 4 consecutive hours in a 24hour period	3.12	\$350.00
16	Permit dog to be tethered for more than 6 hours in a 24hour period	3.12	\$350.00
17	Permit dog to run at large	3.13	\$350.00
18	Permit dog to trespass on Private Property	3.14	\$350.00
19	Fail to deliver seized dog to the Township or Dog Pound	3.18	\$350.00
20	Fail to accompany dog within leash free dog park	3.22	\$350.00
21	Fail to keep less than 4 dogs in your care at a leash free dog park	3.23	\$350.00
22	Fail to accompany child within leash free dog park	3.24	\$350.00
23	Permit dog who poses danger to persons and dogs to enter leash free dog park	3.25a	\$350.00
24	Permit dog who displays aggressive behaviour in leash free dog park	3.25b	\$350.00
25	Permit dangerous dog in leash free dog park	3.25c	\$350.00
26	Permit dog who has been prohibited form using a leash free dog park, in leash free dog park	3.25d	\$350.00
27	Permit dog who has been convicted of an offence related to dog conduct, in leash free dog park	3.25e	\$350.00
28	Permit unneutered or unspayed dog in leash free dog park	3.26a	\$350.00
29	Permit unvaccinated dog in leash free dog park	3.26b	\$350.00
30	Permit dog underage of 6months in leash free dog park	3.26c	\$350.00

31	Permit dog without valid identification in leash free dog park	3.26d	\$350.00
32	Fail to immediately remove aggressive dog from leash free dog park	3.27a)i.	\$350.00
33	Fail to remove dog from leash free dog park following request from officer or town designate	3.27a)ii.	\$350.00
34	Fail to immediately remove excrement	3.27c)	\$350.00
35	Fail to keep dog tethered while entering leash free dog park	3.28	\$350.00
36	Fail to keep dog tethered while leaving leash free dog park	3.28	\$350.00
37	Permit any animal other than a dog within a leash free dog	3.29	\$350.00
38	Permit dog to bark consistently and persistently	3.30	\$350.00
39	Encourage dog to bark consistently and persistently	3.31	\$350.00
40	Fail to immediately remove excrement from public property	3.32	\$350.00
41	Fail to immediately remove excrement from private property	3.32	\$350.00
42	Fail to remove excrement within 3 days	3.33a)	\$350.00
43	Fail to remove excrement within 7 days	3.33b)	\$350.00
44	Fail to ensure doghouse is adequately constructed and maintained	3.34	\$350.00
45	Fail to ensure dog run is adequately constructed and maintained	3.35	\$350.00
46	Fail to ensure doghouse is located in rear or side yard	3.36a)	\$350.00
47	Fail to ensure dog run is located in rear or side yard	3.36a)	\$350.00
48	Fail to ensure doghouse is at least 2m from lot line	3.36b)	\$350.00
49	Fail to ensure dog run is at least 2m from lot line	3.36b)	\$350.00
50	Fail to ensure doghouse is kept in a sanitary condition	3.36d)	\$350.00
51	Fail to ensure dog run is kept in a sanitary condition	3.36d)	\$350.00
52	Permit dog to be kept in a dog run for more than 20hours within a 24hour period	3.37	\$350.00
53	Allow dog to bite, attack, or cause injury	4.1a)	\$350.00
54	Allow dog to behave in an aggressive manner	4.1b)	\$350.00
55	Fail to comply with a Dangerous Dog order	4.6	\$350.00
56	Fail to place dog in quarantine for ten (10) days	5.1	\$350.00
57	Keep more than 4 dogs without a kennel licence	6.2a)	\$350.00
58	Keep more than 15 dogs without Council approval	6.3	\$350.00
59	Fail to maintain sanitary kennel	6.6	\$350.00
60	Fail to remove feces from kennel daily	6.7	\$350.00
61	Fail to immediately remove dead dog from kennel	6.8	\$350.00
62	Keep dog in improperly constructed or maintained cage	6.9	\$350.00
63	Allow dog to use improperly constructed or maintained dog run	6.10	\$350.00
64	House dog in inadequate room or cage	6.11	\$350.00

65	Fail to clean dog cage in kennel daily	6.11f)	\$350.00
66	Use improper fencing materials in kennel	6.13	\$350.00
67	Fail to comply with an order	6.23	\$350.00
68	No person shall keep or permit to be kept any prohibited animals	8.1	\$350.00
69	Obstructing an Officer	9.10	\$500.00
70	Fail to comply with an Order	9.16	\$350.00

Note: The general penalty provision for the offences listed above is Section 9.18 of By-law no. #-2022, a certified copy of which has been filed and s. 61 of the Provincial Offences Act, R.S.O. 1990, c.P.33

SCHEDULE 'B'
CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
By-Law No.##-2022: Animal Control

Service Use and Activity Charges

Item	Service or Activity Fee	Fee
1.	<i>Kennel</i> Licence Where an application for a <i>Kennel</i> Licence is submitted the fee indicated must be paid in full.	\$ 150.00
2.	1st Order. Where the informal notice has not been complied with, for the first Order issued in respect to any property.	\$ 50.00
3.	Subsequent Orders. Where there has been a previous Order issued, each subsequent Order issued thereafter.	\$ 350.00
4.	<i>Township</i> undertakes to complete the work. Where the <i>Township</i> undertakes to complete the work required to comply with any final order.	Cost of the work performed plus an administrative fee of 30%
5.	Certificate of Compliance. Where after inspecting a property, an <i>Officer</i> , may on the request of the <i>Owner</i> , issue the <i>Owner</i> a certificate of compliance.	\$25.00

SCHEDULE 'C'
CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
By-Law No.##-2021: Animal Control

Animal Attack Levels

Level	Descriptions
1	Obnoxious or aggressive behaviour but no skin contact by teeth & no injury. Dog growls, snarls, lunges, but no teeth touch skin.
2	Skin contact by teeth. Includes skin nicks, scrapes, redness/welts caused by movement of teeth; may also include movement of dogs' nails/claws against the skin. Mouth/teeth touch skin and there are pressure marks or indentations that leave scratches or abrasions and there may be slight bleeding caused by forward, backward or lateral movement of teeth against skin – no distinct punctures.
3	One to four punctures from a single bite with no deep punctures (less than ½ the length of the dog's canine teeth). There may be skin tearing (abrasions or shallow lacerations) in a single direction, caused by the victim pulling or <i>owner</i> pulling dog away, or gravity (e.g. dog jumps up).
4	One to four punctures from a single bite with at least 1 deep puncture (deeper than ½ the length of the dog's canine tooth. May include deep bruising around the wound (dog held on for a number of seconds and bore down) or lacerations in both directions (dog held on and shook its head from side to side). With this type of bite, the dog clamps down and there is not a quick release (bite –hold). Lacerations will often occur as the individual pulls away while the dog has a hold with their teeth.
5	Multiple-bite incident with at least two level 3 bites or multiple- <i>Attack</i> wounds with at least one level 3 bite in each. Includes severe injuries as a result of an <i>Attack</i> (i.e. fracture). Dog bites multiple times in a row, connecting with the skin, causing punctures and often tears. Some bites may be bite-release and some may be bite-hold. The dog does not bite and back away but instead bites, releases and then lunges forward again immediately often directing the bite toward vulnerable areas. These are serious bites that can be life threatening.
6	victim (human or <i>Animal</i>) is deceased as a result of bite or <i>Attack</i> .

**SOUTH
GLENGARRY**



Ontario's Celtic Heartland

Proposed Animal Control By-Law Presentation

By: Véronique Brunet 2022

Township of
South Glengarry

Ontario's Celtic Heartland

Animal Control By-Law

The Township of South Glengarry's Planning, Building, and Enforcement Staff as well as Council has shown interest in the alteration of the Animal Control by-law in order to reflect the type of regulations and enforcement we want to see in our community to best serve the constituents.



The proposed By-Law would replace the current Animal Control By-Law 11-07.



Municipal Act 2001 allows the Township to create a By-law that regulates the care, control, and licensing of animals .

SOUTH GLENGARRY






Strategic Goals



SOUTH GLENGARRY

Ontario's Celtic Heartland

Animal Control By-Law

Reason for New By-law	Alignment with Strategic Plan
Reasonable compliance dates & electronic reporting	 #5. Improve internal and external communications 5.3-Explore opportunities to enhance and improve the delivery of customer service
Outdated By-law	 Value- Innovation . Pursuing opportunities to improve . Applying best practices
Officer efficiency & Animal Attack procedure	 #3. Strengthen the effectiveness and efficiency of our organization
Consideration to Land Types	 #4. Improve quality of life in our community 4.4- Develop and implement a series of beautification plans for the hamlets/villages
Enforcement	 Value- Excellence and Trust . Promoting learning and development . Delivering high quality services on a consistent basis . Building trust by acting ethically and with integrity . Being fair and consistent

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Animal Control By-Law

Section 3.1



ID Tag required

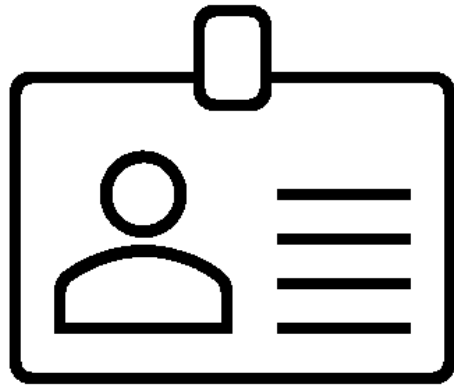
Name of Dog and Owner
contact information

Tag stating dog is
microchipped

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Ontario's Celtic Heartland

Animal Control By-Law



Due to the removal of Dog Tags issued by the Township, there is an increase of approximately \$2800 to the budget, as previously acknowledged by Council in March 2021.

The Township is looking into an electronic registry for dog owners, at no cost to the ratepayer, for dogs seized.

SOUTH GLENGARRY

Animal Control By-Law

Tethers & Collar

Sections
3.6
3.7
3.11

**Best practice
~2m**

No tether more
than 3meters.



**Written
Permission**

Use of long
tether.



**Vet
Recommend**

No choke
chain, pronged
collar, etc.



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Animal Control By-Law

Exciting...

PAWportunity!

Leash Free Dog Park

- Owner must be present
- Owner cannot be a child

- No more than 3 dogs per person
- Have proper ID

- Dogs must be vaccinated & fixed
- Older than 6 months

Section 3.21-
3.29

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Animal Control By-Law

Barking

Section 3.30-3.31

**Consistent
&
Persistent
Barking**



SOUTH LENGARRY

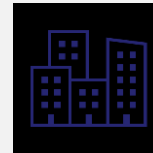
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Animal Control By-Law



Excrements

Section 3.32-3.33



Residential, LSR, ER:
Three days



Anywhere else:
Seven days

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Animal Control By-Law

There has been a substantial amount of criticism from residents regarding the lack of consequence following a Dog Attack which occurs on private property.



The proposed enforcement, changing from location based to severity based, allows Staff to enforce Orders when there is a significant event, and alternatively, not issue an Order when it is a “Near Miss” event.



Following many requests to remove a Muzzle Order (now referred to as a DDO), Staff has included the process for Appealing a DDO following 2 separate methods.

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Animal Control By-Law

DOG ATTACK- Part 4

Current vs Proposed process

Scenario 1: Bernie (dog) is out for a walk with his owner down Anywhere St. Bernie's owner falls on ice and Bernie goes running. Tyris, a neighbourhood dog, tethered on his property on Anywhere St, gets attacked by Bernie and is deceased.
This is Bernie's first attack on record.

Investigation 1- Current:

Bernie attacked Tyris on private property, therefore a Notice of Attack would be issued. Regardless of the severity of the attack.

VS

Investigation 1- Proposed:

Bernie killed Tyris by attacking him. Therefore, a Dangerous Dog Order is issued.

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Animal Control By-Law

DOG ATTACK- Part 4

Current

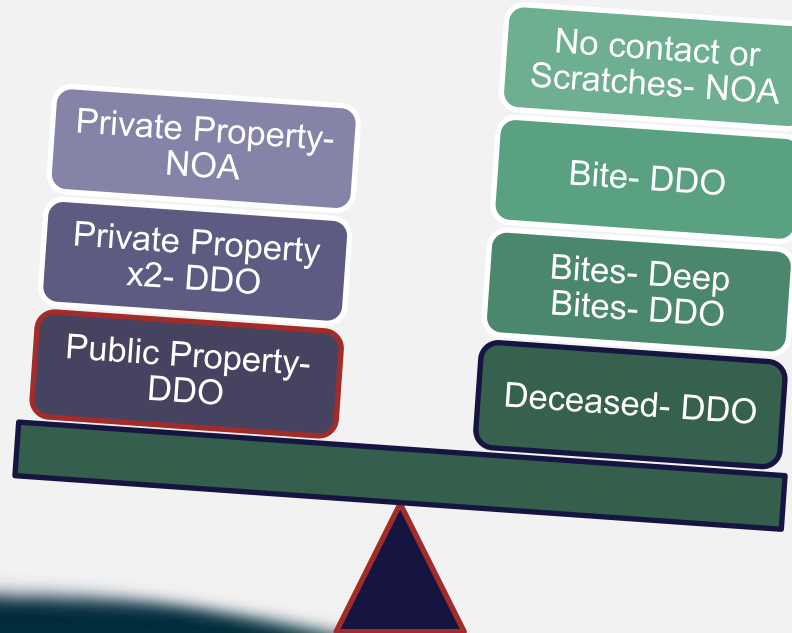
Proposed

Current:

Based on
location of
incident

Proposed:

Based
severity of
attack



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Notice of Attack

Canine Bite Levels

Designed by Dr. Sophia Yin, Illustrated by Lili Chin*

Level 1 (Pre-Bite)

Snapping (air bite, no contact)



Get help before it progresses to an actual bite. Do not punish these warning signs or the dog may progress to biting without warning. Instead, learn the signs of fear and anxiety that the dog may show prior to this situation and the common human actions that might contribute.

Level 2 (Near-Bite)

Tooth contact on skin but no puncture



This near-bite is concerning even though it is inhibited and has not yet broken skin. Ask yourself what earlier signs (i.e. of fear/anxiety) you missed.

*These levels are based on the levels developed by Dr. Ian Dunbar

Dr. Sophia Yin, DVM, MS
The Art and Science of Animal Behavior

Or DDO if 2nd attack

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Dangerous Dog Order

Level 3

3A. Skin punctures, single bite
(all punctures shallower than
the length of the canine tooth)



Even though the bite may not be severe it is still reportable. Reporting is mandatory if the victim is treated in a hospital. Once your dog has actually bitten at this level (or higher) he will always be considered a liability, even if, with behavior modification he is 99.9% improved.

3B. Skin punctures, multiple bites
(all punctures shallower than the
length of the canine tooth)



Multiple bites generally mean the dog is in a higher arousal state. The dog is reacting without thinking in between bites.

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Level 4 (Very Serious)

Single bite with punctures deeper than the length of the canine (the dog bit and clamped down) or with slashes in both directions from the puncture (the dog bit and shook his head)



This is a harder bite than a level 3 bite. It's no longer inhibited. Therefore, it represents a much higher liability. This level bite can kill a child.

Level 5 (Very Serious)

Multiple-bite attack with deep punctures, or multiple attack incident



Dogs that bite at this level have generally had practice biting at levels 3 and 4 already. Some dogs are so fearful that a scary event triggers such a high arousal state that they get stuck in a reactive mode and continue to bite.

Level 6 (Death)

Victim killed or flesh consumed



It's important to realize that even little dogs and puppies can kill infants and small children and that death may be due to overly aroused play, rather than viciousness or fear. It's best to seek qualified help before the dog even reaches a level 2 bite.

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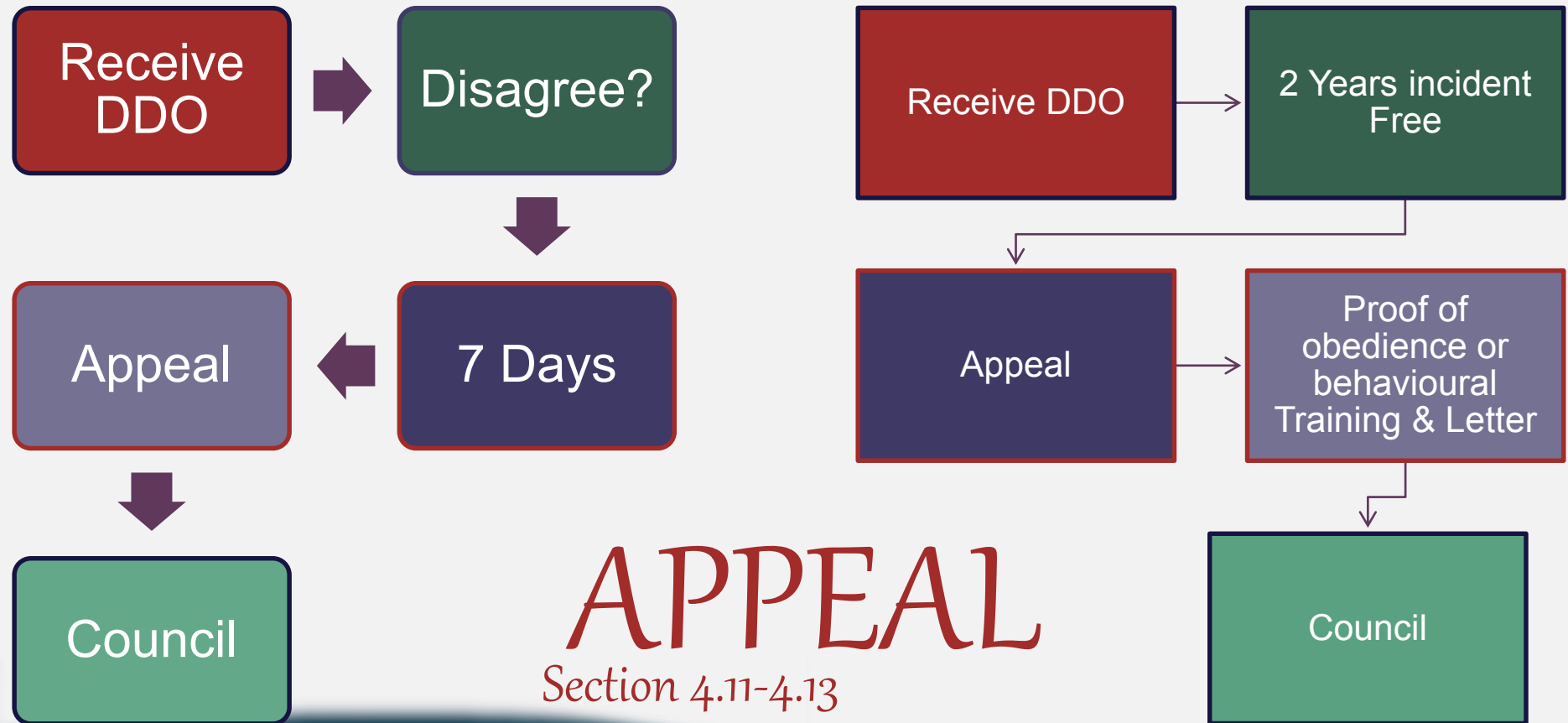
Dangerous Dog Order

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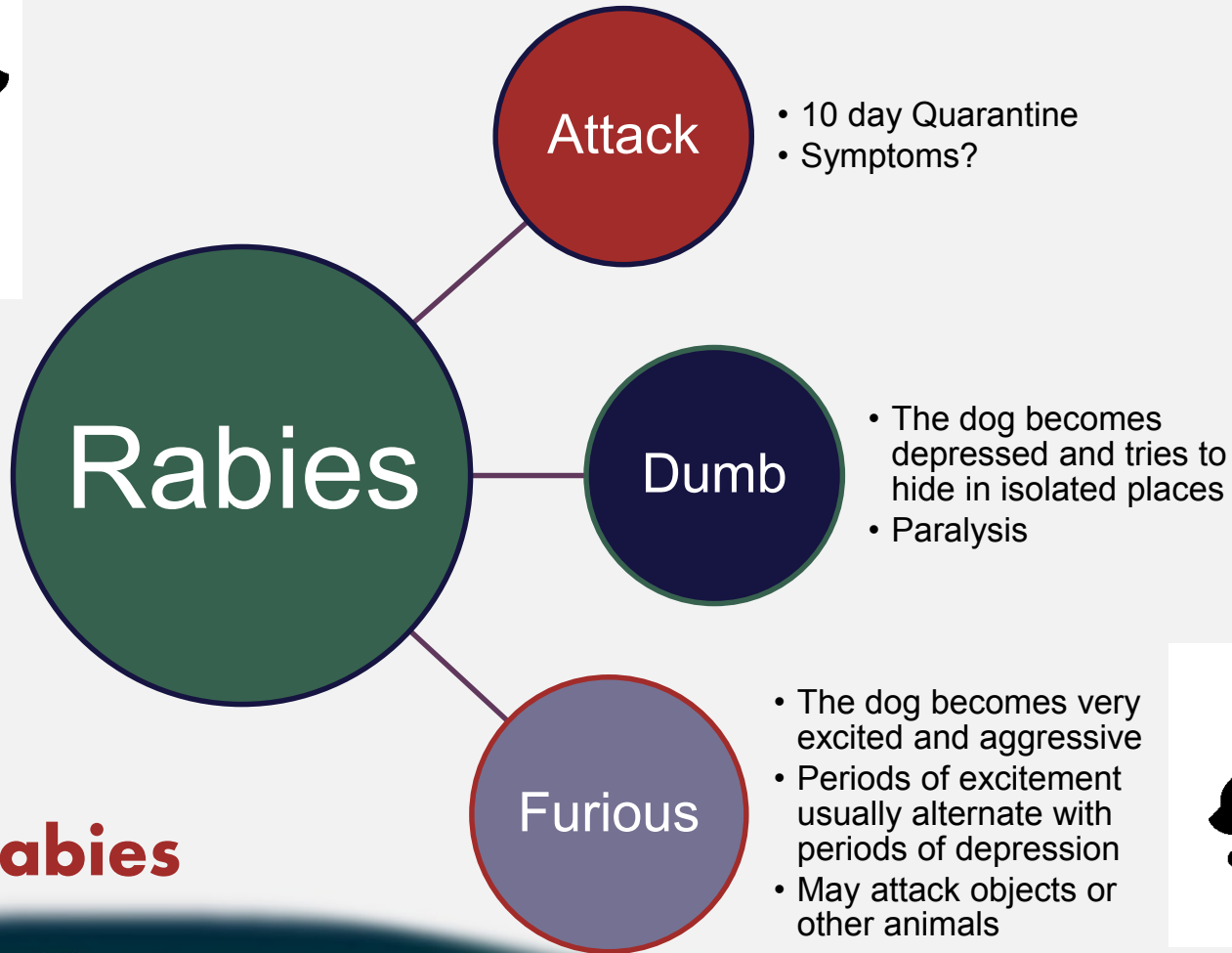
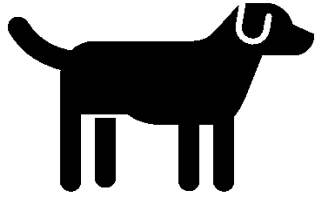
Animal Control By-Law

DOG ATTACK



SOUTH GLENGARRY

Animal Control By-Law



Part 5- Rabies

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Animal Control By-Law

Part 7- Dog Pound

■ The Township of South Glengarry currently contracts an Animal Control Officer & Pound. The proposed by-law includes the Pound Operations;

Impound

- Minimum of 3 Days for redemption.
- No redemption-Pound's property (may adopt, sell, euthanize)

Redemption

- Fee's as required.
- Required to have valid dog ID.

Adoption

- Officer's Discretion
- Application accepted by the Pound & fee.
- Required to have valid dog ID.

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Ontario's Celtic Heartland

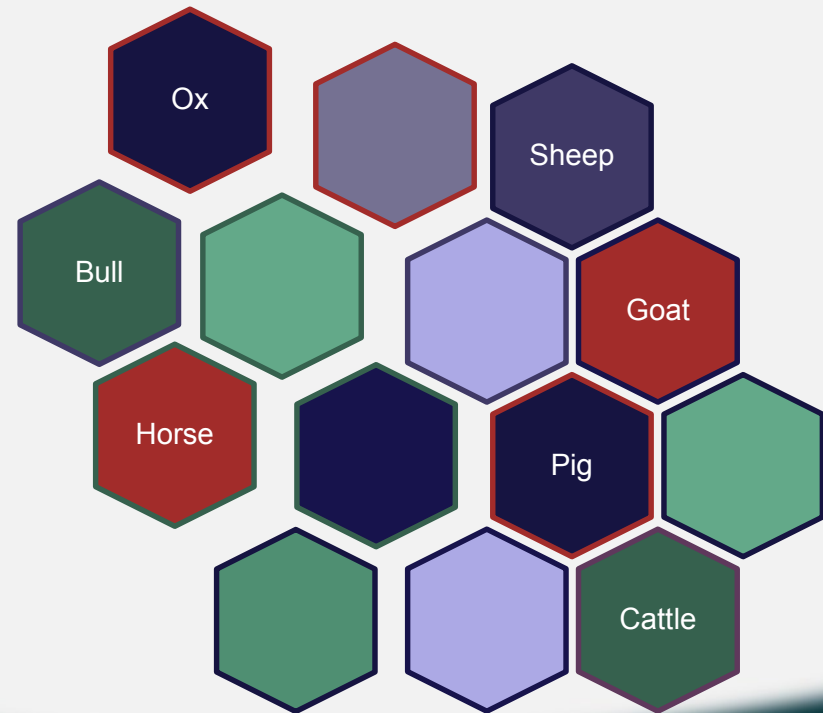
Animal Control By-Law

Prohibited Animals

Part 8



None of the following
are permitted in
Residential Zones:



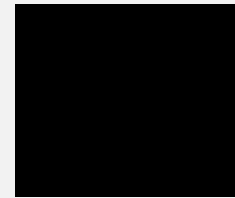
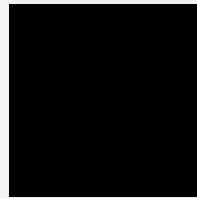
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Animal Control By-Law

The proposed by-law reflects the intent and standards the Townships' Staff believe would better reflect the needs of the community and assist in by-law complaint investigations.

The goal of the municipality is to be fair and friendly while delivering services to the community that can maximize their quality of life in our unique Township.

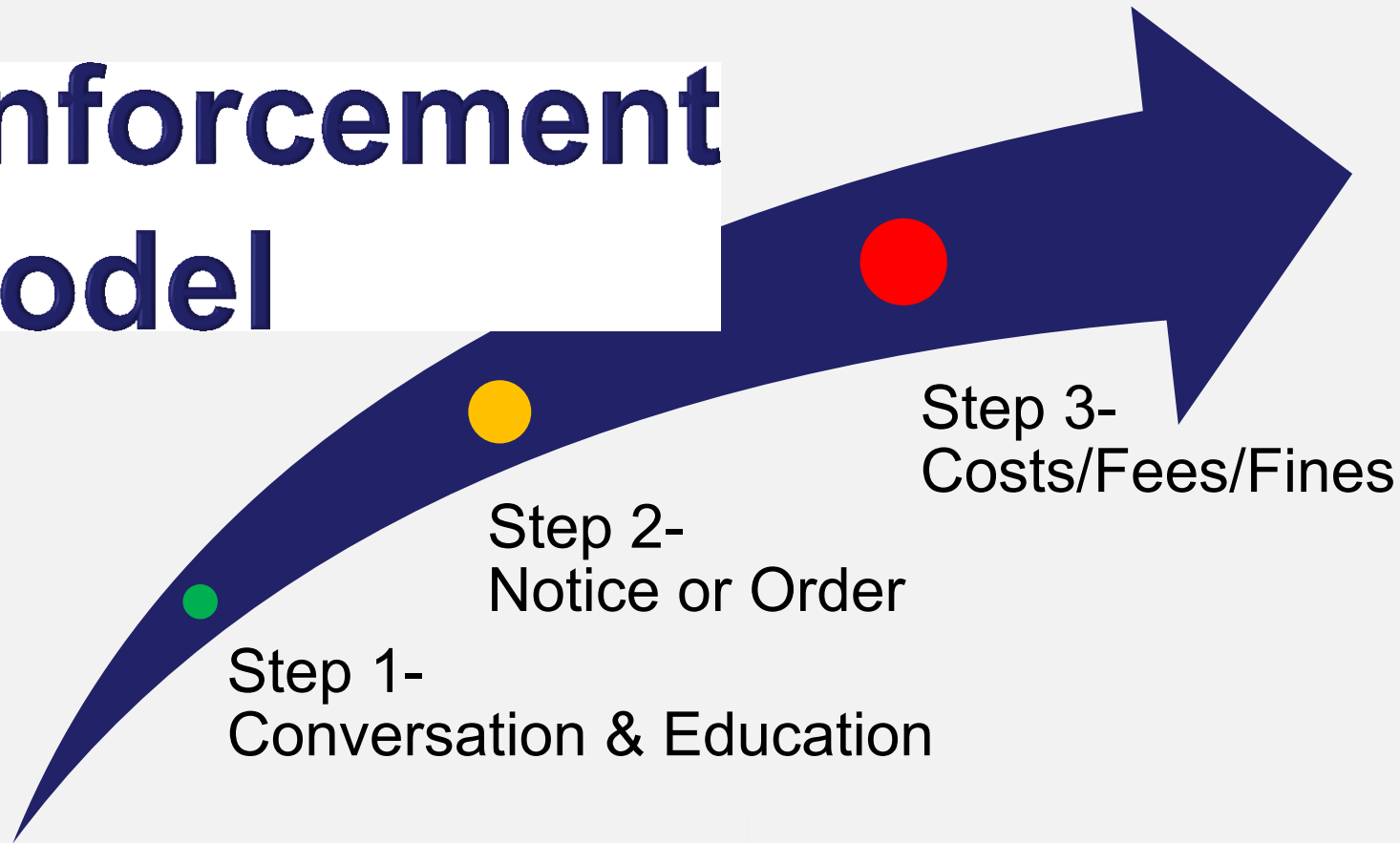


SOUTH GLENGARRY

Ontario's Celtic Heartland

Animal Control By-Law

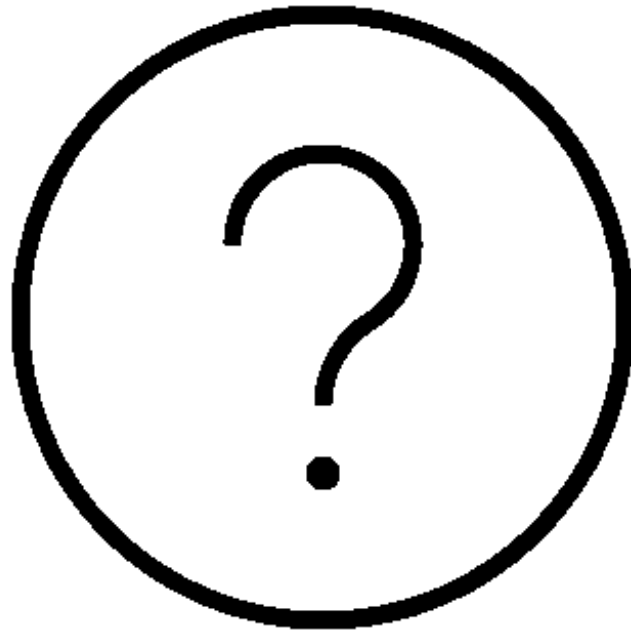
Enforcement Model



SOUTH GLENGARRY

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Questions



SOUTH GLENGARRY

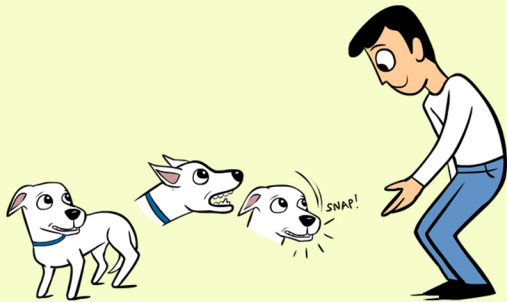
Ontario's Celtic Heartland

Canine Bite Levels

Designed by Dr. Sophia Yin, Illustrated by Lili Chin*

Level 1 (Pre-Bite)

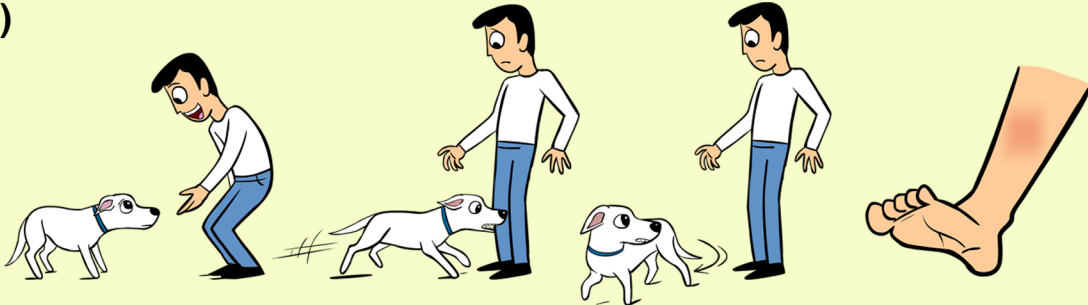
Snapping (air bite, no contact)



Get help before it progresses to an actual bite. Do not punish these warning signs or the dog may progress to biting without warning. Instead, learn the signs of fear and anxiety that the dog may show prior to this situation and the common human actions that might contribute.

Level 2 (Near-Bite)

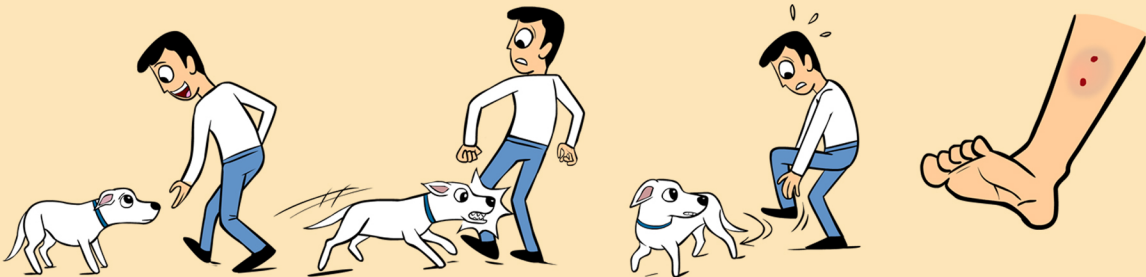
Tooth contact on skin but no puncture



This near-bite is concerning even though it is inhibited and has not yet broken skin. Ask yourself what earlier signs (i.e. of fear/anxiety) you missed.

Level 3

3A. Skin punctures, single bite (all punctures shallower than the length of the canine tooth)



Even though the bite may not be severe it is still reportable. Reporting is mandatory if the victim is treated in a hospital. Once your dog has actually bitten at this level (or higher) he will always be considered a liability, even if, with behavior modification he is 99.9% improved.

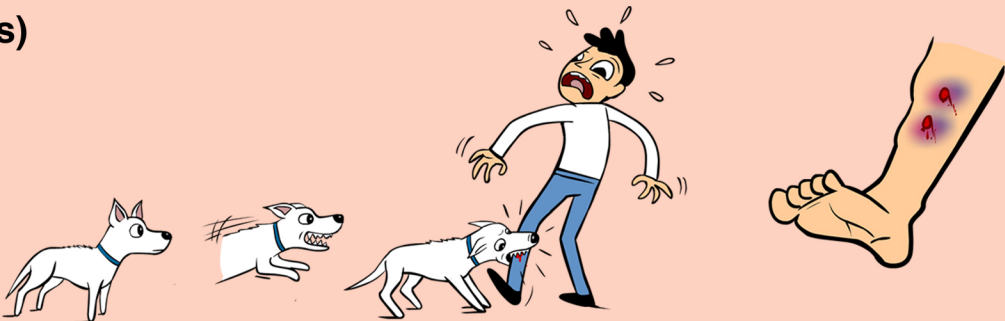
3B. Skin punctures, multiple bites (all punctures shallower than the length of the canine tooth)



Multiple bites generally mean the dog is in a higher arousal state. The dog is reacting without thinking in between bites.

Level 4 (Very Serious)

Single bite with punctures deeper than the length of the canine (the dog bit and clamped down) or with slashes in both directions from the puncture (the dog bit and shook his head)



This is a harder bite than a level 3 bite. It's no longer inhibited. Therefore, it represents a much higher liability. This level bite can kill a child.

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Multiple-bite attack with deep punctures, or multiple attack incident



Dogs that bite at this level have generally had practice biting at levels 3 and 4 already. Some dogs are so fearful that a scary event triggers such a high arousal state that they get stuck in a reactive mode and continue to bite.

Level 6 (Death)

Victim killed or flesh consumed



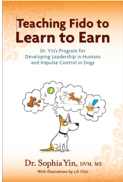
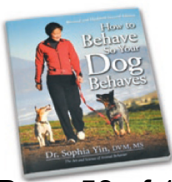
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The Art and Science of Animal Behavior

For additional free dog bite prevention resources and more dog behavior books and products, visit www.drSophiaYin.com.



STAFF REPORT

S.R. No. 35-2022

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: March 21, 2022

SUBJECT: Truelove Zoning Amendment- Proposed Campground

BACKGROUND:

Site Location:

1. Part of Lot 2, Concession 9, in the geographic Township of Charlottenburgh now in the Township of South Glengarry, County of Glengarry, located at 20263 County Road 25, Green Valley.





Owner/Applicant:

1. Christopher Truelove.

Description of Site and Surroundings:

2. The subject property is a large rural property that is approximately 39.5 acres in size that contains a single detached dwelling and a detached garage/workshop. The southern portion of the property is currently being farmed and the northern portion of the property is forested with some swampy/wet areas. The surrounding land uses to the subject property consist primarily of farmland, forested land with 3 residential dwellings and the settlement area of Green Valley is located to the east of the subject property.

Summary of Requested Zoning Proposal:

3. On January 28, 2022, the Township accepted the zoning amendment application; said application was deemed complete on January 31, 2022. The purpose of this amendment is to rezone the subject property from Rural (RU) to Rural - Exception Eighteen (RU-18) to permit a Campground- Tourist, including cabins for alternative accommodations .
4. Campground- Tourist is defined as:
CAMPGROUND – TOURIST means an area of land providing short term accommodation for tents, recreational vehicles, or campers and may include accessory uses such as a laundromat, convenience store, sale of propane fuels, and recreational uses for persons using the campground where a fee is charged or paid for such accommodation but shall not include mobile homes or a mobile home park.

Planning Rationale:

Provincial Policy Statement

6. The Planning Act requires that all Township planning decisions be consistent with the Provincial Policy Statement (PPS), 2020, a document that provides further policies on matters of Provincial interest related to land use development. This recommended Zoning By-law Amendment is considered to be consistent with the matters of Provincial interest as outlined in the Planning Act and is in keeping with the PPS, 2020 specifically section 1.0 Building Strong and Healthy Communities, subsection 1.1.4. Rural Areas in Municipalities: “Rural areas are important to the economic success of the Province and our quality of life. Rural areas are a system of lands that may include rural settlement areas, rural lands, prime agricultural areas, natural heritage features and areas, and other resource areas. Rural areas and urban areas are interdependent in terms of markets, resources and amenities. It is important to leverage rural assets and amenities and protect the environment as a foundation for a sustainable economy”.

Subsection 1.1.4.1. “Healthy, integrated and viable rural areas should be supported by:

- a) building upon rural character, and leveraging rural amenities and assets;
- f) promoting diversification of the economic base and employment opportunities through goods and services, including value-added products and the sustainable management or use of resources.”

7. This amendment is also consistent with Policy 1.1.5 Rural Lands in Municipalities, specifically subsection 1.1.5.2 “On rural lands located in municipalities, permitted uses are:
- b) resource -based recreational uses (including recreational dwellings), and;

Subsection 1.1.5.3 “Recreational, tourism and other economic opportunities should be promoted.”

The proposed campground will build upon rural character and is a permitted recreation use. It will be compatible development with the rural landscape, it can be sustained by rural service levels and is appropriate for the available infrastructure due to the lot size and location.

8. Lastly, this amendment is consistent with Policy 2.0 - Wise Use of Management and Resources, specifically subsection 2.1.5 as no development will occur that will result in negative impacts to the natural heritage features.

Official Plan Designation

The subject property is designated Rural District. This proposed Zoning By-Law Amendment conforms to Section 3.3 - Rural Lands, Section 3.4.6 - Rural District, Table 3.5. and Section 5.5 - Natural Heritage Features and Areas of the Official Plan (OP). Section 3.4.6 C. of the OP - Rural District permits “new recreational commercial and non-profit uses, such as golf course, driving ranges, mini putt operations, campgrounds, outdoor theme parks, sports fields or similar uses”. Table 3.5 permits Recreational and resort commercial uses serving the tourism and leisure industries. A small portion of the subject property on the northern portion contains significant woodlands, Section 5.5.4- Significant Woodlands, of the OP intends to conserve woodlands. The significance of the woodlands would be determined before the Removal of Holding Stage of the development.

9. When considering an application to amend the zoning by-law to permit a new use, the following matters within Section 3.4.6 of the OP must be considered:
 - The proposed use would not be better located in a Settlement Area or the urban areas;
 - there will be no interference with the proper functioning of the local road network;

- the privacy of the adjacent landowners, and the mediation of potential adverse impacts from lighting, noise, odor, dust or traffic can be achieved by separating the land uses, buffering or other measures as part of the development,
- The potential for reducing possible impacts on neighbouring agricultural uses and nearby rural residential uses and settlement areas, where relevant;
- The proposed development is in keeping with the surrounding rural character and landscape; this will be controlled in the site plan stage
- All relevant servicing, design and compatibility and environmental protection policies of the Official Plan;
- Noxious uses will only be considered where suitable screening and buffering can be provided and generally these uses will not be considered in vulnerable drinking water protection areas, immediately adjacent to residential areas, or in waterfront areas; and.
- The impact that the development will have on the protection of tree cover as result of proposed site clearing and grading, fencing security lighting and the other similar site plan matters.

10. All of the matters above have been considered; some of the matters will be addressed in detail before the Removal of Holding Stage of the development.

Zoning By-Law:

11. The subject property is currently zoned Rural in the Township's Zoning By-Law 38-09. The proposed development conforms to Section 3 - General Provisions section, Section 4 – Parking, and Part 10.2 as there is adequate lot area to meet all required setbacks. It is recommended that this property be rezoned from Rural (RU) to Rural-Exception Eighteen- Holding (RU-18- H) to permit a Campground- Tourist, including cabins for alternative accommodations . The purpose of the Holding symbol is to require the developer to submit a detailed final site plan for the

proposed development which is to be reviewed and recommended by the United Counties of SDG and the RRCA, the completion of any required studies such as an Environmental Impact Study (EIS) to review the natural heritage features, to obtain a permit from the RRCA if required, to obtain permission from SDG to alter the entranceway if required, to consult with the Ministry of Environment, Culture and Parks (MECP) to ensure compliance with the Endangered Species Act (ESA) and to obtain a permit from MECP if required, prior to the Council of the Township of South Glengarry removing the Holding Symbol.

12. 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:

13. 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 virtual public meeting was held on February 22, 2022. There was one member of the public in attendance at the public meeting being Allan MacDonell who is an abutting property owner. Mr. MacDonell spoke in opposition to the proposed campground and he and his spouse Cheryl Rogers submitted a written comment. (See attached). Mr. MacDonell expressed that the proposed campground is in an inappropriate location, it could impact upon tree cover, a wildlife corridor, the surrounding natural heritage systems and the settlement area of Green Valley.
14. The proposed amendment was circulated to the United Counties of Stormont, Dundas and Glengarry (SDG) as well as the Raisin Region Conservation Authority (RRCA). The United Counties of SDG had no comments. The RRCA does not object to the proposed zoning by-law amendment, a permit may be required from the RRCA prior to development and it is recommended to consult with MECP prior to development and to obtain a permit if required, please see the attached comments.



15. 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 52.
16. 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. By placing a Holding Symbol on the zone, this will allow for further review and approval prior to Council removing the Holding.
17. 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.
18. Council also has the option to refuse the applications. Should Council wish to refuse the applications, reasons for the refusal are required including a written explanation of the refusal.

IMPACT ON 2022 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

N/A

RECOMMENDATION:

1. BE IT RESOLVED THAT Staff Report 35-2022 be received and that Council adopt by-law 24-22, being a by-law to amend by-law 38-09, the comprehensive Zoning By-Law for the Township of South Glengarry for the property legally described as Part



of Lot 2, Concession 9, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry, (PIN # 671150157) to rezone the subject property from Rural (RU) to Rural - Exception Eighteen - Holding (RU-18-H) to permit a Campground- Tourist, including cabins for alternative accommodations be read a first, second and third time this open Council. The Council of the Township of South Glengarry confirms that all comments received from the public were carefully and respectfully considered however they had no effect on the decision to approve this zoning amendment.

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



Raisin Region Conservation Authority

18045 County Road 2, P.O. Box 429, Cornwall, ON K6H 5T2

Tel: 613-938-3611 Fax: 613-938-3221 www.rrca.on.ca

March 10, 2022

Joanne Haley
General Manager – Planning, Building and Enforcement
Township of South Glengarry
6 Oak Street, P.O. Box 220
Lancaster, Ontario K0C-1N0

Via Email: jhaley@southglengarry.com

Subject: Zoning Amendment Application – Chris Truelove
Part of Lot 2, Concession 9 (Charlottenburgh), South Glengarry
File No.: Z-03-2022

Dear Ms. Haley,

Thank you for the opportunity to review and provide comments on the above-mentioned public notice. 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.

The RRCA has reviewed the following information:

1. Notice of public hearing of application for zoning amendment from Zoning By-Law 38-09.
2. Site Plan, Project 14-2022, B. Wilson: January 13, 2022.

Additionally, the RRCA has considered the following information:

- DRAPE aerial imagery, version 2014 and 2019.
- GIS datasets for Natural Hazard information (RRCA Flood Hazard Maps, soil maps, etc.).
- GIS datasets for Natural Heritage Features (watercourses, wetlands, woodlands, etc.).
- GIS datasets for topography (LiDAR, Digital Elevation Model).
- Natural Heritage Information Center (NHIC) data for species of conservation concern.

We provide the following comments:



1. The subject lot contains a watercourse located on the south lot line. This watercourse is “not rated”, as per Department of Fisheries and Oceans Municipal Drain Classification System, indicating the flow and fish species are unknown. This is labeled as “Harland Drain” on the provided site plan. Development and/or site alterations near this watercourse may be subject to permit requirements of the RRCA. The provided site plan does not indicate development near this watercourse.
2. There are no known areas of organic soils at the site of the proposed zoning amendment.
3. There are no known significant wetlands at or within 120 metres of the proposed zoning amendment.
4. The subject lot contains area identified as unevaluated wetland. This wetland is part of the watercourse tributary located adjacent to the west lot line within the proposed camper lots. Development and/or site alterations near this wetland is currently not subject to permit requirements of the RRCA.
5. There are no known significant valley lands at or within 120 metres of the proposed zoning amendment.
6. There are no known significant areas of natural scientific interest (ANSI) at or within 120 metres of the proposed zoning amendment.
7. There are significant woodlands, as identified by the United Counties of Stormont, Dundas and Glengarry’s Official Plan (SDG OP), at the location of the proposed zoning amendment. The Official Plan states that rural residents are encouraged to retain natural tree cover on their properties.
8. The subject lot is near an area where a threatened species (Eastern Meadowlark birds) has been sighted, as per NHIC data. A permit is not required to develop lands up to 30 hectares, but certain rules apply to development of land less than 30 hectares that will damage or destroy habitat. The Ministry of the Environment, Conservation and Parks (MECP) administers the Endangered Species Act and should be consulted by the proponent to ensure compliance.

Recommendation

The RRCA does not object to the zoning bylaw amendment, ZBLW-03-2022. It is the RRCA’s opinion that the proposal does not conflict with Section 3.1 (Natural Hazards) policies of the Provincial Policy Statement. Should you have any questions or concerns, please feel free to contact the undersigned.

Sincerely,

Matthew Levac
Acting Watershed Planner

To: Township Council, Municipality of South Glengarry

From: Allan Macdonell, Cheryl Rogers (February 24, 2022)

Amendment to Zoning Bylaw 38-09: Charlottenburgh Twp, Part of Lot 2, Concession 9, Green Valley

We own the cropland and managed forest on Lot 3. This property directly abuts Lot 2 where a campground site is proposed. We have several concerns and oppose this development.

Inappropriate Location

The proposed campsite property is in the northwest section of South Glengarry where a major portion of forest cover in the Township is located. In 2018, we submitted a 20-Year Stewardship Management Plan (Hendry Forestry Service) for Lot 3. The objective was to protect the health of our forest cover, improve wildlife habitat and protect species diversity. Both Lochiel and Lancaster Townships have little forest cover left.

A wildlife corridor exists in all directions through the lots in this area. There is connectivity between the forest cover that extends from County Rd 34 to County Rd 20, and into the wetlands and marshes of Kenyon Township (see "Detailed Property Map" and "Core Natural Areas Map" attached).

The campground development proposes 48 sites for RVs etc., 8 large cabins (8 people each), convenience store, playground, splashpad and a future Phase 2. The number of people living there, along with their recreational activities, will create a very busy place. This level of human activity, noise and lighting will affect the wildlife corridor that exists across our lot. It will interrupt that connectivity between the widespread forest cover on our Lot 3 which connects to the south and westward past the Frog Hollow County Forest and northward into Kenyon Township.

This Zoning amendment to permit a campground on Lot 2 will conflict with the land use objectives for our lot and interrupt the connectivity to other lots. As stewards of lot 3, we are trying to manage our natural resources for future generations. We anticipated that our management plan would contribute to the Township's work in protecting and enhancing the local environment. The amendment to permit a campground in this location is not compatible. *It is an inappropriate location for a campsite.*

Campers Safety

The area from Green Valley west, along County Road 25, both north and south of the CPR tracks, is a highly active hunting zone. Both locals and out of province hunters, including bow and black powder, hunt for turkey, geese, grouse and especially deer in this region.

The area has wide-spread, dense forest cover. There are several hunting camps located between County Rd 34 and County Rd 20. Most of the property boundaries in this region are marked by remnants of old stone fencing or old post & wire fence. Hunters don't always know where they are and often cross property lines.

There's plenty of anecdotal evidence of illegal hunting here too. Some owners have installed cameras in their woods for security. Complaints have been reported to police of illegal hunting on nearby properties. *We regularly dismantle illegal hunting blinds set up in our wooded area on Lot 3, only a few hundred meters from this proposed campsite.*

Activities of campsite residents and visitors include hiking and other recreational play as well as general nature appreciation near their site. However, this is a highly active hunting zone which presents safety risks during hunting season (and out of season too).

The proposed location for a campground on Lot 2, along County Rd 25, is very different from that of the other campgrounds in South Glengarry. Three of these campgrounds are in the St. Lawrence River zone and Maplewood RV Park is in the midst of farmland with only limited and broken forest. *There are safety risks in allowing a campground to be located in this area, within a highly active hunting zone.*

Stress on the Surrounding Natural Heritage Systems

Our Stewardship Management Plan covers 58 acres of forest, including sensitive areas such as wetlands, and 40 acres of agricultural land (corn or soybeans, and hay). We've been working to maintain a healthy and diverse ecosystem which supports both agriculture and silviculture.

Our Lot 3 is part of the Beaudette River watershed and the lowland areas form part of the headwaters of the Beaudette (Hendry Forestry 2018). The land on Lot 2 where the campground is proposed, drains west onto our property. We have a watering hole and stream in the wooded area adjacent to the proposed campground. The watercourse flows west through the agricultural fields, past a spring, and onto Lot 4 farmland before heading south (see "Detailed Property Map" attached).

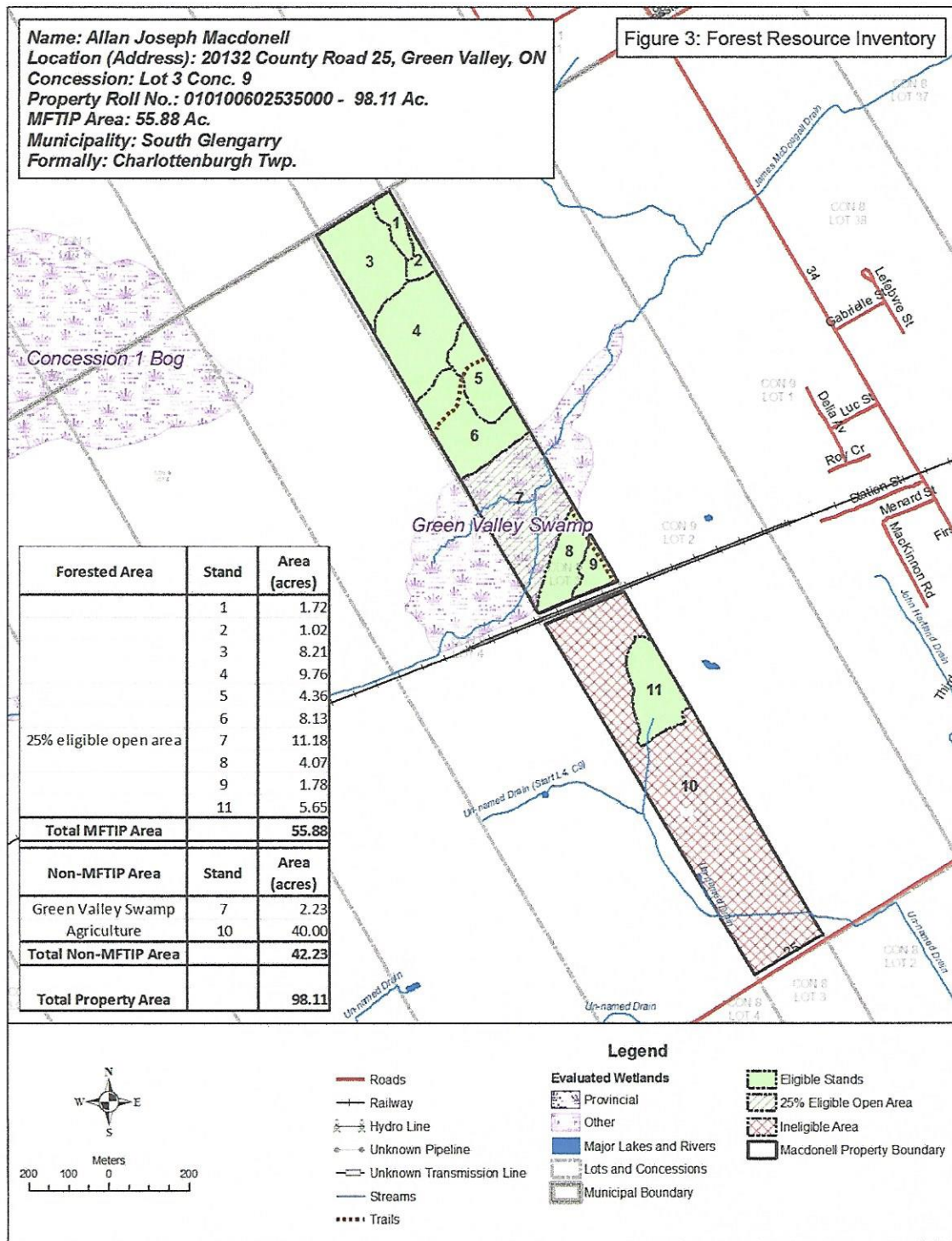
Our wooded area which abuts the campground is a wintering habitat for deer. It also shelters grouse, turkeys, rabbits, etc. and serves as a conduit for wildlife moving across the forest lands. It links the forest cover south of the Beaudette River to the natural heritage corridor that extends both north and westward, including the County Forest parcel several lots over.

A campground with 48 RVs, 8 large cabins and recreation facilities for all their residents and visitors will place significant stress on the surrounding natural heritage systems. The proposed development will be located within a network of interconnected forests, rivers, wetlands and agricultural land. *The campground proposal for this lot is not sensitive to the need to conserve and protect the area's natural heritage systems.*

Strategic Planning for Green Valley (an Urban Settlement Area)

The proposed campsite development is on the very edge of Green Valley which is an 'urban settlement area', one of only 3 in South Glengarry. Thus, Green Valley is considered to be a primary settlement for future residential and commercial development. With this in mind, any planning for land use on the edge of Green Valley needs to balance economic prosperity with environmental protection for future residents and businesses

4 DETAILED PROPERTY MAPS



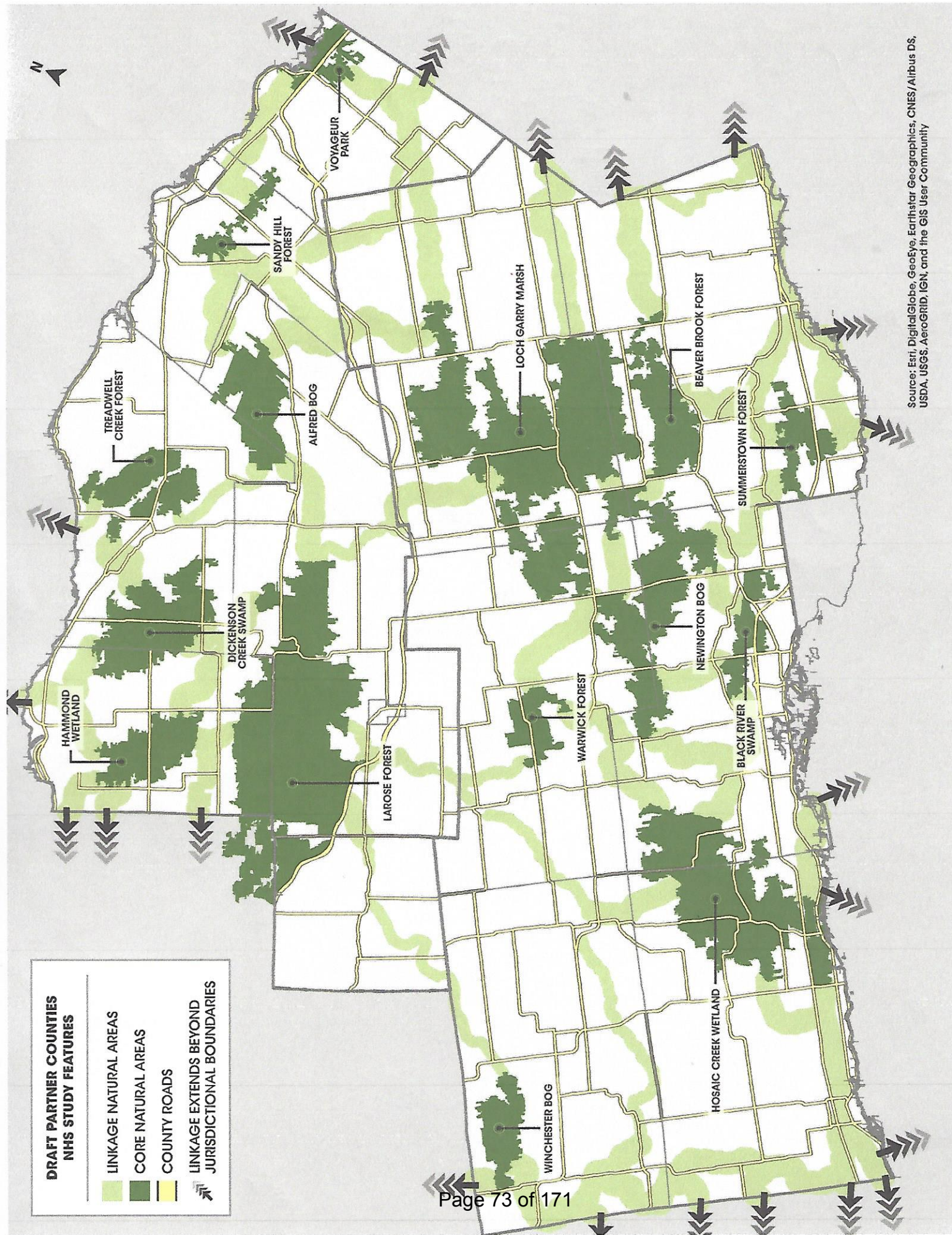
DRAFT PARTNER COUNTIES
NHS STUDY FEATURES

LINKAGE NATURAL AREAS

CORE NATURAL AREAS

COUNTY ROADS

LINKAGE EXTENDS BEYOND
JURISDICTIONAL BOUNDARIES



**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 24-2022
FOR THE YEAR 2022**

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

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

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

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

THAT the area affected by this by-law is legally described as Part of Lot 2, Concession 9, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry, (PIN # 671150157) as indicated on Schedule "A" attached hereto and forming part of this by-law.

THAT the property located at Part of Lot 2, Concession 9, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry, (PIN # 671150157) be rezoned from Rural (RU) to Rural-Exception Eighteen- Holding (RU-18-H) to permit a Campground- Tourist, including cabins for alternative accommodations.

1. **THAT** the "Holding" provision of the subject property may be removed upon the submission and approval of a complete site plan, the completion of any required studies such as an Environmental Impact Study (EIS) to review the natural heritage features, confirmation that all required permits are issued by the Raisin Region Conservation Authority (RRCA) if required, the United Counties of Stormont, Dundas and Glengarry (SDG) if required, and the Ministry of Environment, Culture and Parks (MECP) if required.
2. **THAT** all other applicable provisions of by-law 38-09, as amended, shall continue to apply.
3. **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 21st DAY OF MARCH, 2022.***

MAYOR:

CLERK:

BY-LAW 24-2022

EXPLANATORY NOTE

This is an amendment to zoning By-law 38-09, which is the zoning by-law of the Township of South Glengarry. The purpose of this Amendment is to rezone the subject property from Rural (RU) to Rural- Exception Eighteen- Holding (RU-18-H) to permit a Campground- Tourist, including cabins for alternative accommodations. The purpose of the Holding symbol is to require the developer to submit a detailed final site plan for the proposed development which is to be reviewed and recommended by the United Counties of SDG and the RRCA, the completion of any required studies such as an Environmental Impact Study (EIS) to review the natural heritage features, to obtain a permit from the RRCA if required, to obtain permission from SDG to alter the entranceway if required, to consult with the Ministry of Environment, Culture and Parks (MECP) to ensure compliance with the Endangered Species Act (ESA) and to obtain a permit from MECP if required, prior to the Council of the Township of South Glengarry removing the Holding Symbol.

Schedule “A”



Lands to be zoned to Rural -
Exception Eighteen- Holding
(RU-18-H)

**This is Schedule “A” to By-law 00-22
Adopted this 21st day of March, 2022**

**Township of
South Glengarry**

Mayor

Clerk



STAFF REPORT

S.R. No. 36-2022

PREPARED BY: Tim Mills, CAO

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: March 21st, 2022

SUBJECT: Electronic Meeting Participation

BACKGROUND:

1. March 19, 2020 Bill 187 was passed to amend *Municipal Act*, 2001 to provide that, during any period where an emergency has been declared to exist in all or part of the municipality under section 4 or 7.0.1 of the Emergency Management and Civil Protection Act, a member of a council, of a local board or of a committee of either of them who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any point in time and a member of a council, of a local board or of a committee of either of them can participate electronically in a meeting that is closed to the public;
2. On April 6th, 2020 the Council of the Corporation of the Township of South Glengarry amended By-law 59-16 with By-law 18-2020 to allow for Council to hold and participate in electronic meetings when an emergency has been declared.
3. On July 21st, 2020 the provincial legislature passed Bill 197 to amend the *Municipal Act*, 2001 to allow for a member of a council, of a local board or of a committee of either of them who is participating electronically in a meeting to be counted in determining whether or not a quorum of members is present at any point in time and a member of a council, of a local board or of a committee of either of them can participate electronically in a meeting that is closed to the public without a state of emergency having been declared
4. The Township has met electronically during the pandemic and are preparing to return to in-person meetings April 5th, 2022. The current procedural by-law does not allow for a hybrid model of electronic participation. The Township is currently equipped to include members electronically if Council so wishes.

ANALYSIS:

5. Administration is seeking input and direction from Council to determine if an amendment is required to our current procedural by-law to allow for a hybrid



method of electronic participation by Council members. The following items are the be considered:

- a) The number of annual meetings which Council/Committee members could be granted to participate virtually.
- b) What should be the method of voting (i.e., Raise of hand, Verbal, Escribe)
- c) Allowing members to participate virtually in emergency purposes only, at the discretion of the Chair.
- d) Should all committees go back to in-person or can they continue virtually (i.e., Council, Committee of Adjustment, Environment Committee etc.)
- e) Staff attendance at Council Meetings- virtually and/or hybrid.

IMPACT ON 2022 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

Goal 3 – Strengthen the effectiveness and efficiency of our organization

Goal 5 – Improve internal and external communications

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 36-2022 be received and that the Council of the Township of South Glengarry direct administration to:

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

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW No. 47-2020
FOR THE YEAR 2020**

BEING A BY-LAW TO AMEND BY-LAW NO 59-16.

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

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

AND WHEREAS the Council of the Corporation of the Township of South Glengarry did, on the 8th day of August, 2016, pass By-law No. 59-16, being a by-law to govern the calling, place and proceedings of meetings;

AND WHEREAS on March 17, 2020 the Province of Ontario declared an emergency under section 7.0.1 (1) of the *Emergency Management and Civil Protection Act*, 1990;

AND WHEREAS on March 19, 2020 Bill 187 was passed to amend *Municipal Act*, 2001 to provide that, during any period where an emergency has been declared to exist in all or part of the municipality under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act*, a member of a council, of a local board or of a committee of either of them who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any point in time and a member of a council, of a local board or of a committee of either of them can participate electronically in a meeting that is closed to the public;

AND WHEREAS on April 6th, 2020 the Council of the Corporation of the Township of South Glengarry amended By-law 59-16 with By-law 18-2020 to allow for Council to hold and participate in electronic meetings when an emergency has been declared;

AND WHEREAS on July 21st, 2020 the provincial legislature passed Bill 197 to amend the *Municipal Act*, 2001 to allow for a member of a council, of a local board or of a committee of either of them who is participating electronically in a meeting to be counted in determining whether or not a quorum of members is present at any point in time and a member of a council, of a local board or of a committee of either of them can participate electronically in a meeting that is closed to the public without a state of emergency having been declared;

AND WHEREAS the Council of the Corporation of the Township of South Glengarry deems it necessary to amend By-law No. 59-16 to continue to allow for electronic participation.

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of South Glengarry enacts as follows:

1. Definitions in Schedule A of By-law 59-16 is hereby amended by adding the following:

25. "Electronic meeting" means a meeting called and held in full or in part via electronic means (including, but not limited to, audio teleconference, video conference, or via means of the internet);

2. Section 5.0 Meeting of Council is hereby amended by adding the following:

5.11.1 Any member of a council, of a local board or of a committee (including the Committee of Adjustment) of either of them who is participating electronically in a meeting may be counted in determining whether or not a

quorum of members is present at any point in time; and an electronic meeting may include a Closed Session, which shall be conducted in the absence of the public and in accordance with this by-law.

5.11.2 Electronic meetings that would be considered open to the public shall be recorded and shall be made available on the Township’s website. Further, should the meeting require a means for representations to be made by the public, notice will be provided to the public as to how they may attend the meeting either online or via teleconference.

- 3. On the date this by-law comes into effect, By-Law 18-2020 shall be hereby repealed.
- 4. Save and except as provided herein, all other relevant provisions of by-law No.59- 16 shall apply.

READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS 4TH DAY OF AUGUST, 2020

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



STAFF REPORT

S.R. No. 37-2022

PREPARED BY: Tim Mills, CAO

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: March 21st, 2022

SUBJECT: Physician Recruitment Glengarry Memorial Hospital

BACKGROUND:

1. At the February 22, 2022 Council meeting, Dr. Nadia Kucherepa made a presentation to Council outlining the Glengarry Physician Recruitment Program.
2. There are a number of vacancies to fill in Glengarry County. The goal is to fill the current vacancies of 4 physicians to practice in Alexandria at HGMH.
3. The request from HGMH of the Township is a \$5,000 per physician incentive as a onetime payment for signing a 5-year practice agreement.

ANALYSIS:

Option 1: (recommended) THAT Council supports the Glengarry Physician Recruitment Program in the amount of \$5,000 per new physician.

Option 2: (not recommended) THAT Council does not support the Glengarry Physician Recruitment Program in the amount of \$5,000 per new physician.

IMPACT ON 2022 BUDGET:

The amount payable in 2022 is dependent on the number of physicians recruited. Payments may be between \$0 and \$20,000. The amount would be payable from the Township reserves.

ALIGNMENT WITH STRATEGIC PLAN:

4. Improve quality of life in our community



RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 37-2022 be received and that the Council of the Corporation of the Township of South Glengarry approve the donation requests in the amount of \$5,000/per physician as a onetime payment for signing a 5-year practice agreement to support the Glengarry Physician Recruitment Program.

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



HGMH Physician Recruitment

February 22, 2022



HÔPITAL
**Glengarry
Memorial**
HOSPITAL



Family Physicians Needed

- HGMH has a 22 bed inpatient unit and requires a physician to service these patients seven days a week.
- Physicians who practice in Alexandria are required to provide patient coverage on a rotational basis (certain conditions apply).
- Without recruitment, current physicians will be covering the inpatient unit 1 in 4 weeks.

Reason for Recruitment

- One physician gave up their hospital-based office in 2021, moving their practice in the town of Alexandria.
- 2 physicians will be leaving their family practices and inpatient hospital duties; each have a practice of approximately 850 patients.
- 1 physician looking to retire within the next 4 years; looking to reduce practice by 650 patients.
- A physician in Moose Creek will be leaving; although no impact on the hospital directly, will impact the area as the Doctor is part of the Family Health Organization (FHO) and has a practice of 830 patients.

Orphan Patients in Glengarry and SD&G

- In 2016, the population serviced by Alexandria physicians was estimated at 23,000 with an established practice size of 1,000 patients per doctor.
- Ontario Health Care Connect regional wait list for doctors is futile; local doctors haven't rostered from the list since 2018.
- ~3,150 patients will become newly orphaned, in addition to existing orphan group if we can't recruit.
- Our community has office space ready for 5 recruits

Recruitment Struggles

- Large hospitals in the area are providing [recruitment incentives](#).
- Larger hospitals/communities offer more work model options and tend to be more lucrative.
- Rural areas provide fewer spousal employment opportunities.
- 41% of medical students report debt of \$120,000 or more PLUS \$28,000 for the average Canadian undergrad debt.
- Alexandria hasn't recruited a physician practice since 2018.

Reference: <https://invested.mdm.ca/md-articles/the-ultimate-guide-to-financing-your-medical-school-education>

HGMH Incentives (for onsite MDs)

- Free rent for the first 5 years (\$40,000 value) **OR**
A new practice incentive of \$40,000 (*new!*)
- Relocation incentive of up to \$5,000
- And the following:
 - Heating, cooling and ventilation
 - All utilities including water and electrical
 - Janitorial and maintenance services
 - Office furniture included
 - Paper shredding services at cost
 - IT support at cost
 - Medical supplies at cost plus %10
 - Onsite cafeteria

Our Proposal

- Competing with hundreds of underserviced communities.
- Ideally, recruitment and retention should involve collaboration between the hospital, the current physicians, the township's councils and the business community.
- We are proposing the following contributions per new doctor for a minimum of 5 year practice agreement, on top of the incentives offered by HGMH:
 - North Glengarry Township \$5,000
 - South Glengarry Township \$5,000
 - SD&G Counties \$5,000

Welcoming Committee

- We would like to invite members of Council, the Business Community, Hospital Leadership and fellow physicians to formally welcome new doctors to SD&G!
- A Welcoming Committee would serve to tour and spoil possible recruits (gas card to visit, showcase local attractions/restaurants, local welcome gift) and facilitate a meet & greet with key community leaders and hospital members.



Questions?



HÔPITAL
**Glengarry
Memorial**
HOSPITAL



STAFF REPORT

S.R. No. 39-2022

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: March 21, 2022

SUBJECT: 2021 Council Remuneration and Expenses

PREPARED BY: Michael Hudson, Treasurer

BACKGROUND:

1. The *Municipal Act* requires that the Treasurer, in each year before March 31st, provide to Council an itemized statement of remuneration and expenses paid to Members of Council in the previous year. The subject statement is attached herein.

ANALYSIS:

2. This information is presented as a Staff Report as opposed to an Information Report because the auditors prefer a resolution acknowledging Council's receipt of the information.
3. The costs for Council (not including RRCA | all figures in CAD):

Year	Total	Remuneration	Mileage	Comm. & Supply	Conferences & Per Diem
2021	119,461.39	102,680.22	4,461.36	4,015.92	6,999.79
2020	144,092.55	112,686.60	4,769.05	4,292.90	22,344.00
2019	154,358.11	110,272.64	4,980.55	4,483.30	34,621.62
2018	127,456.85	102,435.36	4,999.80	4,500.00	15,521.69
2017	125,065.98	101,030.76	4,999.80	4,500.00	14,535.42
2016	124,267.65	99,694.68	4,999.80	4,500.00	15,073.17
2015	120,751.92	98,678.28	5,983.86	4,734.30	14,805.48
2014	110,611.47	96,403.16	4,999.96	4,500.00	4,708.35
2013	117,507.61	94,681.64	5,000.00	4,500.00	13,325.97

4. Reminder: in 2019, 'Remuneration' increased because the government eliminated a tax break and the 2014-2018 Council deliberated to increase the remuneration to ensure the take home pay was similar.

5. Please note that these amounts do not include Councillor Luck, as her appointment was effective January 2022. Former Mayor Prevost was an active member of Council until June 2021, and therefore the amounts incurred decreased.

IMPACT ON 2021 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

Goal 5: Improve Internal and External Communications

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 39-2022 be received and that the presentation of the Statement of Remuneration and Expenses for 2021 be acknowledged.

Statement of Remuneration and Expenses Paid to Council Members in 2020
as required by Section 284(1) of the Municipal Act, 2001

**Statement of Remuneration and Expenses Paid to Council Member in 2021. as required in Section 284 (1) of
the Municipal Act 2001**

<u>Frank Prevost</u>		<u>Lyle Warden - Mayor</u>	
Remuneration	13,918.20	Remuneration	27,384.22
Mileage - Township	461.52	Mileage - Township	999.96
Remuneration - RRCA	244.80	Remuneration - RRCA	244.80
Mileage & Exp. - RRCA	4.50	Mileage & Exp. - RRCA	25.20
Communication & Supplies	415.44	Communication & Supplies	900.12
Conferences & Per Diem	-	Conferences & Per Diem	2,724.85
	<u>15,044.46</u>		<u>32,279.15</u>
<u>Stephanie Jaworski - Deputy Mayor</u>		<u>Martin Lang - Councillor</u>	
Remuneration	22,074.12	Remuneration	19,651.84
Mileage - Township	999.96	Mileage - Township	999.96
Communication & Supplies	900.12	Remuneration - RRCA	734.40
Conferences & Per Diem	1,322.88	Mileage & Exp. - RRCA	50.40
	<u>25,297.08</u>	Communication & Supplies	900.12
		Conferences & Per Diem	1,629.18
			<u>23,965.90</u>
<u>Sam McDonell - Councillor</u>			
Remuneration	19,651.84		
Mileage - Township	999.96		
Communication & Supplies	900.12		
Conferences & Per Diem	1,322.88		
	<u>22,874.80</u>		

Total Remuneration & Expenses: **119,461.39**

The foregoing amounts were determined in accordance with the 2021 annual inflation factor per the Bank of Canada, and pursuant to the provisions of Section 283 and 284 of the Municipal Act, S.O. 2001.

Michael Hudson, Treasurer
Township of South Glengarry

STAFF REPORT

S.R. No. 40-2022

PREPARED BY: Sarah McDonald, P. Eng., General Manger, Infrastructure

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: March 21, 2022

SUBJECT: Procurement 08-2022 Granular Tender

BACKGROUND:

1. Procurement 08-2022 for the Supply and Placement of Granular Materials closed on March 1, 2022.
2. The scope of work for this procurement is:
 - a. Dedicate a stockpile of Granular M (OPSS 1010) in sufficient quantities to meet the needs of the tender.
 - b. Dedicate a stockpile of Granular M and Granular B (OPSS 1010) in sufficient quantities to meet the needs of the provisional items of the tender.
 - c. The supply and delivery of granular materials to various locations throughout the Township (map attached).
 - d. Typically belly-dump spread on Roads at 25 to 75 mm in depth.
3. The work is to be completed before Friday June 24, 2022. Failure to complete all work will result in a penalty of \$500 / calendar day.
4. Two submissions were received as follows:

Item	Division	Quantity (Tonne)	Cornwall Gravel		Coco Group Inc.	
			Unit Price	Total (excl. HST)	Unit Price	Total (excl. HST)
1	Roads	40,000	\$11.25	\$450,000	\$10.60	\$424,000
2	Recreation	7,000	\$13.66	\$95,620	\$9.70	\$67,900
3	Fire	1,000	\$11.25	\$11,250	\$9.80	\$9,800

5. Item #1 (Granular 'M' for Roads) includes 30,000 - 35,000 tonnes for loose top (gravel) resurfacing and 5,000 – 10,000 tonnes for capital projects which were included in the 2022 Budget.
6. Items #2 (Granular 'M' for the Peanut Line) and #3 (Granular 'B' for Fire Services) were carried as provisional items.



7. The 2021 unit price for the supply, crush, haul, and spread of Granular 'M' on the Township's granular roads was \$10.45 / tonne.

ANALYSIS:

8. Administration has reviewed the tender documents for compliance with the tender submission requirements.
9. The low bidder has performed this work in the past and has the resources and experience to complete the work.

IMPACT ON 2022 BUDGET:

10. There are sufficient funds within the loose top resurfacing and capital project budgets to award this Contract. The loose top resurfacing budget is \$659,000 including \$580,000 for granular materials.

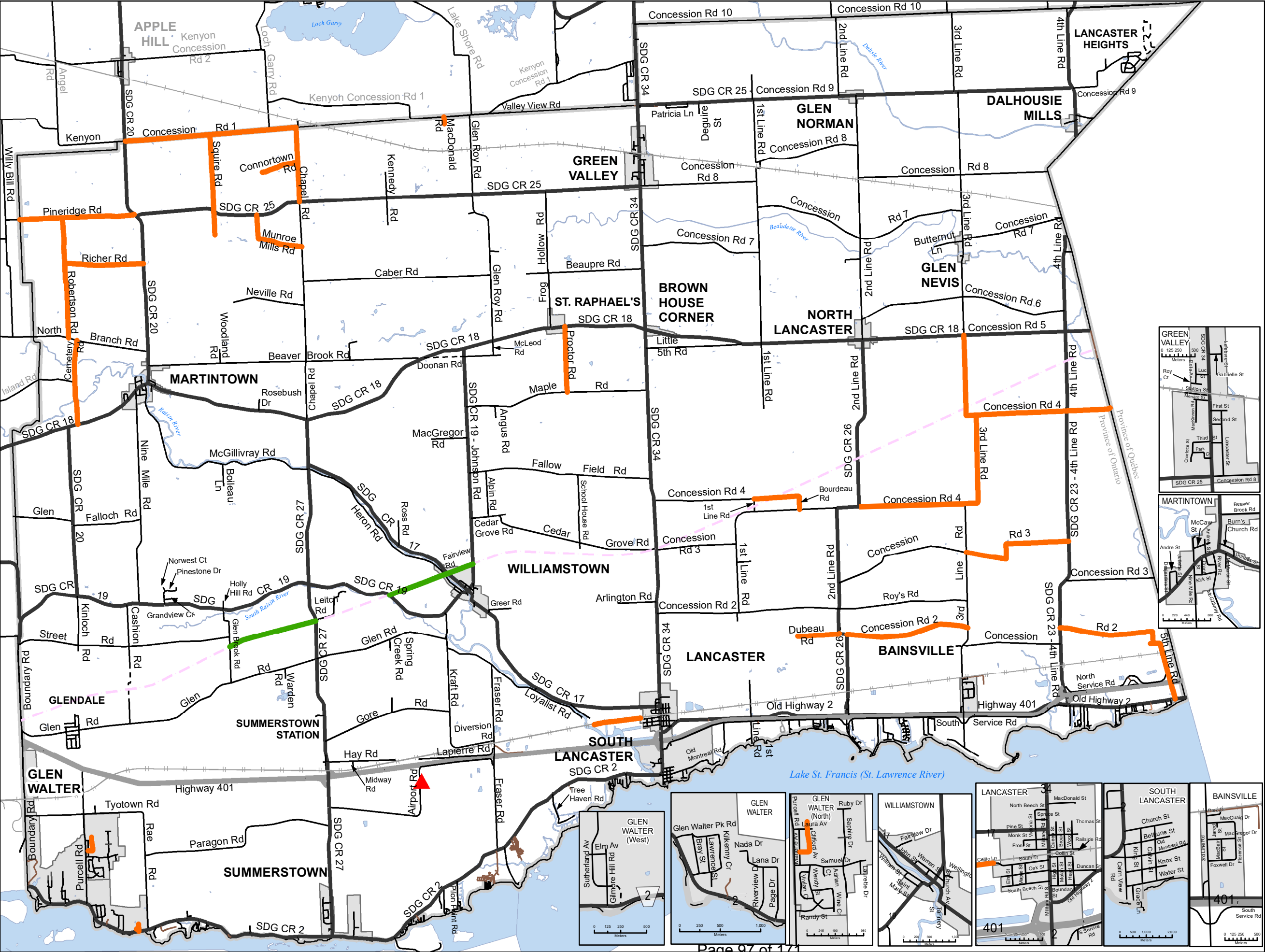
ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in infrastructure and its sustainability

RECOMMENDATION:

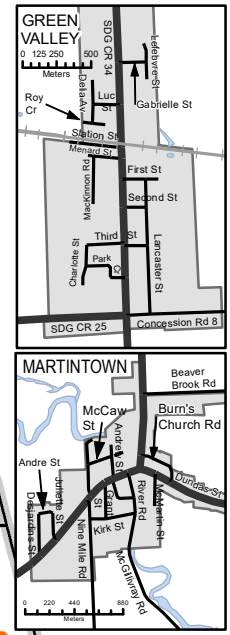
BE IT RESOLVED THAT Staff Report 40-2022 be received and that the Council of the Township of South Glengarry award Procurement 08-2022 for the Supply and Placement of Granular Materials to Coco Paving Inc. in accordance with their submission in the amount of \$424,000 excluding HST for Item #1 (40,000 tonnes of Granular 'M') at the unit cost of \$10.60 per tonne; and furthermore, that the Mayor and Clerk be authorized to sign all appropriate documents.

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

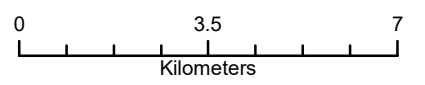


2022 Granulars
Tender 08-2022

- Legend**
- Granular M Provisional
 - Granular M
 - Granular B Provisional
 - South Glengarry Boundary
 - Settlement Boundary



1:140,000



SOUTH GLENGARRY
Produced by The Township of South Glengarry, Planning and Enforcement Department with data supplied under Licence by Members of the Ontario Geospatial Data Exchange.
Copyright February 4, 2022 Granulars SG Map.mxd



STAFF REPORT

S.R. No. 41-2022

PREPARED BY: Sarah McDonald, P. Eng., General Manager – Infrastructure

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: March 21, 2022

SUBJECT: Procurement #06-2022 Second Line Road Bridge Rehabilitation

BACKGROUND:

1. The Second Line Bridge (SN 30043) is located on Second Line Road ~525m south of Concession 7.
2. The rehabilitation of the Second Line Bridge has been identified as a high priority in the Townships 2021 Ontario Structural Inspection Manual (OSIM) Report.
3. The scope of the project includes:
 - a. Scarify and overlay bridge deck
 - b. Remove expansion joint and convert to semi-integral abutment
 - c. Install new approach slabs
 - d. Concrete patch repairs
 - e. Replace barrier walls
 - f. Waterproofing and paving
 - g. Removal and replacement of approach barriers
4. The Procurement for the rehabilitation of the Second Line Bridge closed on Wednesday February 23, 2023.
5. There were seven submissions for the project which were **all accepted**. Four of the tenders did not include all three addendums and were not deemed complete.

Proponent	Total Price (excl. HST)
Coco Paving Inc	\$498,318.60
Clearwater Structure Inc	\$538,807.00
DW Building Restoration Services Inc	\$546,387.12
Louis W. Bray Construction Ltd.	\$561,473.00
Willis Kerr Contracting Ltd.	\$577,545.16
Dalcon Constructions Ltd.	\$622,000.00
TJL Construction Ltd.	\$647,158.86



ANALYSIS:

6. The Procurement documents have been reviewed by the consultant engineers and they have recommended that we award the Procurement for the work. A copy of the letter from the consultant engineer is appended to this report.
7. The 2021 Ontario Structural Inspection Manual (OSIM) report noted for this structure that the Township should “consider a major rehabilitation in the next one to five years to stop the progression of the concrete deterioration at the joint locations.”
8. The low bid has sufficient experience to complete the work and has acknowledged all three addendums.

IMPACT ON 2022 BUDGET:

9. This procurement was originally intended to be tendered during the summer of 2021 with a construction estimate of \$365,400, excl. HST. The procurement was delayed and a revised engineering estimate for 2022 was provided for \$378,400, excl. HST.
10. There is \$410,000 in the 2022 Budget for the Rehabilitation of this structure.
11. The fees for design, approvals, and procurement documents were \$63,400. Construction Supervision will be completed based on hourly rates.
12. The Bridge and Structure reserve including the 2022 allocation is \$510,000.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in our infrastructure and its sustainability.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 41-2022 be received and that the Council of the Township of South Glengarry award Procurement 06-2022 for the Rehabilitation of the Second Line Road (SN 30043) to Coco Paving Inc. as per their submission of \$498,318.60 plus HST; and furthermore that the Mayor and the Clerk be authorized to sign all relevant documents.



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

March 1, 2022

The Township of South Glengarry
6 Oak Street, P.O. Box 220
Lancaster, Ontario
K0C 1N0

Attention: Sarah McDonald, P.Eng., General Manager - Infrastructure

Re: TENDER NO. 06-2022 SECOND LINE ROAD BRIDGE (SN 30043) REHABILITATION

This letter summarizes the evaluation of the tenders received for the above noted tender and provides a recommendation on award.

Seven (7) tenders were received, each of which were reviewed for mathematical errors and omissions. Three tenders were deemed complete. Four tenders did not include all three addendums, as noted in Table 1 below. Note that all tenders included lists of similar work experience with similar or higher project value, with the exception of TJL Construction Ltd. whose past projects we're slightly smaller scale and more limited scope.

Table 1 – Tender Summary

No.	CONTRACTOR	AMOUNT (INCL. HST)	DOCUMENTATION (✓)		
			COMPLETED & SIGNED	BID DEPOSIT	ADDENDA NO. NOTED
1	Coco Paving Inc.	\$563,100.02	✓	✓	2
2	Clearwater Structure Inc.	\$608,851.91	✓	✓	3
3	DW Building Restoration Services Inc. ^A	\$620,071.65	✓	✓	1
4	Louis W. Bray Construction Ltd.	\$634,464.49	✓	✓	3
5	Willis Kerr Contracting Ltd.	\$652,626.03	✓	✓	2
6	Dalcon Constructors Ltd.	\$702,860.00	✓	✓	2
7	TJL Construction Ltd.	\$731,289.51	✓	✓ (e-Bond)	3

^A Incorrect quantity for Item 18 used is 5m², should be 8m² as corrected in Addendum No. 2. Minor mathematical discrepancy in Item 12 (+\$0.10), Item 15 (-\$0.01), Item 16 (-\$0.30), and Total (-\$0.17).

Corrected total is \$620,071.65. Note that Section B, Clause 6.4 of the Tender document states: "Mathematical discrepancies will be corrected by the Owner by appropriate means to arrive at the correct total tender sum."

The tendered work is for the rehabilitation of Second Line Road Bridge (SN 30043) with work including scarifying and overlay bridge deck, remove expansion joints, install new approach slabs, partial-depth concrete removals and repairs, replace barrier walls, road reconstruction, waterproofing and paving, removal and replacement of approach barriers, etc.

A spreadsheet showing the price difference between the Engineer's Estimate and the Tenderer's bids is attached in Appendix 1.

Based on the foregoing, McIntosh Perry recommends award to Coco Paving Inc. in the amount of \$563,100.02. The Contractor was low bid and has sufficient experience to complete the work.

If you should have any questions with the foregoing, then please do not hesitate to contact the undersigned.

Yours truly,



Christine Shillinglaw, P.Eng.
Manager, Transportation Structures Division, Eastern Ontario

MPCE File No. OCM-18-0574

TOWNSHIP OF SOUTH GLENGARRY

TENDER SUMMARY

TENDER NO. 06-2022 SECOND LINE ROAD BRIDGE (SN 30043) REHABILITATION

ITEM	DESCRIPTION	UNIT	QTY	ENGINEER'S ESTIMATE		Coco Paving Inc.		Clearwater Structure Inc.		DW Building Restoration Services Inc.		Louis W. Bray Construction Ltd.		Willis Kerr Contracting Ltd.		Dalcon Constructors Ltd.		TJL Construction Ltd.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Environmental / Watercourse Protection	LS	1	\$5,000.00	\$5,000.00	\$5,375.00	\$5,375.00	\$3,200.00	\$3,200.00	\$13,734.00	\$13,734.00	\$10,460.00	\$10,460.00	\$8,888.00	\$8,888.00	\$2,230.00	\$2,230.00	\$12,700.00	\$12,700.00
2	Traffic Control Plan	LS	1	\$10,000.00	\$10,000.00	\$7,560.00	\$7,560.00	\$11,000.00	\$11,000.00	\$19,290.00	\$19,290.00	\$12,250.00	\$12,250.00	\$21,112.00	\$21,112.00	\$16,752.36	\$16,752.36	\$12,700.00	\$12,700.00
3	Earth Excavation for Structure	m³	56	\$64.00	\$3,584.00	\$82.50	\$4,620.00	\$99.00	\$5,544.00	\$177.15	\$9,920.40	\$125.00	\$7,000.00	\$208.00	\$11,648.00	\$119.00	\$6,664.00	\$222.25	\$12,446.00
4	Reinforcing Steel	t	3.9	\$4,494.00	\$17,526.60	\$5,900.00	\$23,010.00	\$5,650.00	\$22,035.00	\$5,980.00	\$23,322.00	\$7,250.00	\$28,275.00	\$5,898.00	\$23,002.20	\$7,500.00	\$29,250.00	\$6,353.01	\$24,776.74
5	Scarifying	m²	131	\$54.00	\$7,074.00	\$98.00	\$12,838.00	\$95.00	\$12,445.00	\$155.00	\$20,305.00	\$90.00	\$11,790.00	\$83.00	\$10,873.00	\$76.00	\$9,956.00	\$142.24	\$18,633.44
6	Removal of Asphalt Pavement, Full-Depth	m²	220	\$45.00	\$9,900.00	\$10.00	\$2,200.00	\$13.00	\$2,860.00	\$21.00	\$4,620.00	\$38.00	\$8,360.00	\$14.00	\$3,080.00	\$14.00	\$3,080.00	\$63.50	\$13,970.00
7	Removal of Asphalt Pavement, Partial-Depth (Milling)	m²	25	\$71.00	\$1,775.00	\$69.00	\$1,725.00	\$61.00	\$1,525.00	\$103.00	\$2,575.00	\$140.00	\$3,500.00	\$172.00	\$4,300.00	\$160.00	\$4,000.00	\$120.65	\$3,016.25
8	Removal of Expansion Joint Assemblies	LS	1	\$10,000.00	\$10,000.00	\$12,830.00	\$12,830.00	\$13,200.00	\$13,200.00	\$15,669.00	\$15,669.00	\$1,800.00	\$1,800.00	\$4,852.00	\$4,852.00	\$10,500.00	\$10,500.00	\$12,700.00	\$12,700.00
9	Concrete Removal - Partial Depth - Type A	m²	6	\$509.00	\$3,054.00	\$542.00	\$3,252.00	\$3,000.00	\$18,000.00	\$802.00	\$4,812.00	\$395.00	\$2,370.00	\$441.00	\$2,646.00	\$484.00	\$2,904.00	\$618.44	\$3,710.64
10	Concrete Removal - Partial Depth - Type B	m²	2	\$940.00	\$1,880.00	\$1,760.00	\$3,520.00	\$12,000.00	\$24,000.00	\$1,794.00	\$3,588.00	\$5,085.00	\$10,170.00	\$1,342.00	\$2,684.00	\$2,345.00	\$4,690.00	\$1,004.63	\$2,009.26
11	Concrete Removal - Partial Depth - Type C	m²	4	\$1,227.00	\$4,908.00	\$1,425.00	\$5,700.00	\$8,500.00	\$34,000.00	\$2,113.00	\$8,452.00	\$4,065.00	\$16,260.00	\$671.00	\$2,684.00	\$580.00	\$2,320.00	\$1,004.63	\$4,018.52
12	Concrete Removal - Full Depth (Ballast Walls, wingwalls and barrier wall)	m³	15.1	\$2,700.00	\$40,770.00	\$5,935.00	\$89,618.50	\$1,915.00	\$28,916.50	\$4,131.00	\$62,378.10	\$3,805.00	\$57,455.50	\$4,467.00	\$67,451.70	\$4,470.00	\$67,497.00	\$4,064.00	\$61,366.40
13	Abrasive Blast Cleaning of Reinforcing Steel	m²	25	\$81.00	\$2,025.00	\$173.00	\$4,325.00	\$75.00	\$1,875.00	\$173.00	\$4,325.00	\$290.00	\$7,250.00	\$105.00	\$2,625.00	\$268.00	\$6,700.00	\$158.75	\$3,968.75
14	Abrasive Blast Cleaning for Overlay	m²	131	\$75.00	\$9,825.00	\$24.50	\$3,209.50	\$16.00	\$2,096.00	\$17.00	\$2,227.00	\$50.00	\$6,550.00	\$32.00	\$4,192.00	\$69.00	\$9,039.00	\$45.58	\$5,970.98
15	Place Concrete Overlay (60 mm)	m³	7.86	\$1,061.00	\$8,339.46	\$2,285.00	\$17,960.10	\$2,175.00	\$17,095.50	\$6,844.67	\$53,799.11	\$1,650.00	\$12,969.00	\$1,991.00	\$15,649.26	\$2,824.00	\$22,196.64	\$4,503.72	\$35,399.24
16	Finish and Cure Concrete Overlay	m²	131	\$32.00	\$4,192.00	\$32.50	\$4,257.50	\$145.00	\$18,995.00	\$19.77	\$2,589.87	\$160.00	\$20,960.00	\$215.00	\$28,165.00	\$260.00	\$34,060.00	\$175.02	\$22,927.62
17	Concrete Patches, Formed Surface	m²	4	\$1,231.00	\$4,924.00	\$2,930.00	\$11,720.00	\$2,850.00	\$11,400.00	\$2,848.00	\$11,392.00	\$1,135.00	\$4,540.00	\$3,450.00	\$13,800.00	\$2,968.00	\$11,872.00	\$618.25	\$2,473.00
18	Concrete Patches, Unformed Surface	m²	8	\$755.00	\$6,040.00	\$1,605.00	\$12,840.00	\$1,050.00	\$8,400.00	\$783.00	\$6,264.00	\$2,200.00	\$17,600.00	\$967.00	\$7,736.00	\$690.00	\$5,520.00	\$855.50	\$6,844.00
19	Concrete in Approach Slabs	m³	25	\$942.00	\$23,550.00	\$883.00	\$22,075.00	\$990.00	\$24,750.00	\$1,176.00	\$29,400.00	\$810.00	\$20,250.00	\$1,174.00	\$29,350.00	\$1,014.00	\$25,350.00	\$2,471.42	\$61,785.50
20	Concrete in Substructure	m³	3	\$2,125.00	\$6,375.00	\$7,650.00	\$22,950.00	\$4,300.00	\$12,900.00	\$4,266.00	\$12,798.00	\$6,205.00	\$18,615.00	\$12,475.00	\$37,425.00	\$6,295.00	\$18,885.00	\$2,184.01	\$6,552.03
21	Concrete in Barrier Walls	m³	18	\$2,650.00	\$47,700.00	\$1,500.00	\$27,000.00	\$1,950.00	\$35,100.00	\$2,815.00	\$50,670.00	\$1,840.00	\$33,120.00	\$3,149.00	\$56,682.00	\$3,338.00	\$60,084.00	\$2,594.43	\$46,699.74
22	Concrete in Deck	m³	1.5	\$1,830.00	\$2,745.00	\$1,245.00	\$1,867.50	\$5,750.00	\$8,625.00	\$584.00	\$876.00	\$2,650.00	\$3,975.00	\$1,698.00	\$2,547.00	\$7,500.00	\$11,250.00	\$4,503.72	\$6,755.58
23	Dowels into Concrete	Ea	164	\$42.00	\$6,888.00	\$59.50	\$9,758.00	\$31.00	\$5,084.00	\$37.00	\$6,068.00	\$24.00	\$3,936.00	\$20.00	\$3,280.00	\$31.00	\$5,084.00	\$67.18	\$11,017.52
24	Pipe Subdrain	m	20	\$46.00	\$920.00	\$250.00	\$5,000.00	\$134.00	\$2,680.00	\$193.00	\$3,860.00	\$133.00	\$2,660.00	\$228.00	\$4,560.00	\$189.00	\$3,780.00	\$158.80	\$3,176.00
25	Form and Fill Grooves	m	16.5	\$60.00	\$990.00	\$163.00	\$2,689.50	\$59.00	\$973.50	\$141.00	\$2,326.50	\$105.00	\$1,732.50	\$180.00	\$2,970.00	\$192.00	\$3,168.00	\$224.14	\$3,698.31

ITEM	DESCRIPTION	UNIT	QTY	ENGINEER'S ESTIMATE		Coco Paving Inc.		Clearwater Structure Inc.		DW Building Restoration Services Inc.		Louis W. Bray Construction Ltd.		Willis Kerr Contracting Ltd.		Dalcon Constructors Ltd.		TJL Construction Ltd.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
26	Bridge Deck Waterproofing	m²	125	\$67.00	\$8,375.00	\$74.00	\$9,250.00	\$77.00	\$9,625.00	\$70.00	\$8,750.00	\$77.00	\$9,625.00	\$82.00	\$10,250.00	\$87.00	\$10,875.00	\$99.59	\$12,448.75
27	Performance Graded Superpave 12.5 mm Level B (PG 58-34)	t	34	\$145.00	\$4,930.00	\$494.00	\$16,796.00	\$520.00	\$17,680.00	\$383.00	\$13,022.00	\$380.00	\$12,920.00	\$404.00	\$13,736.00	\$497.00	\$16,898.00	\$342.90	\$11,658.60
28	Performance Graded Superpave 19.0 mm Level B (PG 58-34)	t	40	\$139.00	\$5,560.00	\$429.00	\$17,160.00	\$510.00	\$20,400.00	\$359.00	\$14,360.00	\$375.00	\$15,000.00	\$397.00	\$15,880.00	\$410.00	\$16,400.00	\$342.90	\$13,716.00
29	Granular 'B' Type II	t	10	\$26.29	\$262.90	\$164.00	\$1,640.00	\$170.00	\$1,700.00	\$274.00	\$2,740.00	\$195.00	\$1,950.00	\$132.00	\$1,320.00	\$191.00	\$1,910.00	\$72.42	\$724.20
30	Granular 'A' Roadbase	t	72	\$22.08	\$1,589.76	\$119.00	\$8,568.00	\$75.00	\$5,400.00	\$91.00	\$6,552.00	\$105.00	\$7,560.00	\$50.00	\$3,600.00	\$18.00	\$1,296.00	\$55.91	\$4,025.52
31	Barrier Wall Railing	m	44	\$210.00	\$9,240.00	\$159.00	\$6,996.00	\$300.00	\$13,200.00	\$221.00	\$9,724.00	\$240.00	\$10,560.00	\$263.00	\$11,572.00	\$197.00	\$8,668.00	\$381.00	\$16,764.00
32	Access To Work Area, Work Platform and Scaffolding	LS	1	\$50,000.00	\$50,000.00	\$22,370.00	\$22,370.00	\$37,000.00	\$37,000.00	\$29,729.00	\$29,729.00	\$65,800.00	\$65,800.00	\$29,039.00	\$29,039.00	\$67,000.00	\$67,000.00	\$60,706.00	\$60,706.00
33	Geotextile for Rip Rap and Rock Protection	m²	65	\$10.62	\$690.30	\$29.00	\$1,885.00	\$2.00	\$130.00	\$19.00	\$1,235.00	\$28.00	\$1,820.00	\$20.00	\$1,300.00	\$34.00	\$2,210.00	\$21.70	\$1,410.50
34	Rip Rap	m²	65	\$57.00	\$3,705.00	\$77.00	\$5,005.00	\$120.00	\$7,800.00	\$46.00	\$2,990.00	\$125.00	\$8,125.00	\$125.00	\$8,125.00	\$101.00	\$6,565.00	\$44.45	\$2,889.25
35	Maintain/Repair/Replace and Remove Turtle Fencing	LS	1	\$2,500.00	\$2,500.00	\$2,765.00	\$2,765.00	\$1,500.00	\$1,500.00	\$3,125.00	\$3,125.00	\$1,880.00	\$1,880.00	\$3,387.00	\$3,387.00	\$350.00	\$350.00	\$2,540.00	\$2,540.00
36	Install and Remove Bird Netting	LS	1	\$2,500.00	\$2,500.00	\$2,010.00	\$2,010.00	\$9,750.00	\$9,750.00	\$3,347.00	\$3,347.00	\$3,525.00	\$3,525.00	\$1,599.00	\$1,599.00	\$725.00	\$725.00	\$2,540.00	\$2,540.00
37	Protection of Utilities	LS	1	\$2,500.00	\$2,500.00	\$3,835.00	\$3,835.00	\$800.00	\$800.00	\$2,695.00	\$2,695.00	\$485.00	\$485.00	\$3,633.00	\$3,633.00	\$1.00	\$1.00	\$3,810.00	\$3,810.00
38	Removal of Steel Beam Guiderail	m	116	\$37.00	\$4,292.00	\$43.00	\$4,988.00	\$37.00	\$4,292.00	\$26.00	\$3,016.00	\$20.00	\$2,320.00	\$43.00	\$4,988.00	\$65.00	\$7,540.00	\$122.67	\$14,229.72
39	Steel Beam Guiderail with Channel	m	85	\$170.00	\$14,450.00	\$310.00	\$26,350.00	\$338.00	\$28,730.00	\$294.00	\$24,990.00	\$635.00	\$53,975.00	\$394.00	\$33,490.00	\$418.00	\$35,530.00	\$406.40	\$34,544.00
40	Steel Beam Guiderail Connection to Structure	Ea	4	\$1,420.00	\$5,680.00	\$4,250.00	\$17,000.00	\$4,350.00	\$17,400.00	\$3,779.00	\$15,116.00	\$445.00	\$1,780.00	\$5,077.00	\$20,308.00	\$5,900.00	\$23,600.00	\$5,486.40	\$21,945.60
41	Steel Beam Guiderail for Entrances	Ea	2	\$4,673.00	\$9,346.00	\$8,000.00	\$16,000.00	\$8,350.00	\$16,700.00	\$7,251.00	\$14,502.00	\$9,500.00	\$19,000.00	\$9,738.00	\$19,476.00	\$10,300.00	\$20,600.00	\$10,363.20	\$20,726.40
42	Sequential Kinking Terminal (OPSD 922.186)	Ea	2	\$7,500.00	\$15,000.00	\$8,900.00	\$17,800.00	\$10,000.25	\$20,000.50	\$8,791.00	\$17,582.00	\$10,650.00	\$21,300.00	\$11,820.00	\$23,640.00	\$12,500.00	\$25,000.00	\$11,582.40	\$23,164.80
TOTAL					\$380,606.02		\$498,318.60		\$538,807.00		\$548,735.98		\$561,473.00		\$577,545.16		\$622,000.00		\$647,158.86
TOTAL INCLUDING HST					\$ 430,084.80		\$563,100.02		\$ 608,851.91		\$620,071.65		\$ 634,464.49		\$652,626.03		\$ 702,860.00		\$731,289.51



STAFF REPORT

S.R. No. 42-2022

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: March 21, 2022

SUBJECT: Lancaster Legion Deck Project - Quotes

BACKGROUND:

1. The Lancaster Legion Deck was included in the 2022 project list for the Parks, Recreation and Culture department through the 2022 Budget.
2. Staff received three (3) quotes for the project.
3. The scope of work included the removal of the existing deck and ramp. Installation of new deck with composite decking material as well as a new ramp. Existing railing was to be reused where possible and additional railing to be installed where necessary. The contractor is also required to provide fencing around the construction site for the duration of the project to ensure safety of the public.
4. The project construction is to take place no longer than 2 weeks and is to be completed by June 1, 2022. These requirements are to minimize the impact on the operations at the Lancaster Legion with the intention of this project being completed for the majority of their patio season.

ANALYSIS:

5. The 2022 budget included \$45,000.00 for the installation of a new deck with composite boards at the Lancaster Legion.
6. The Township received three (3) quotes; they are as follows:

Supplier	Price
EcoEra Construction	\$52,849.05 +HST
Carle Solutions Inc.	\$56,160.00 +HST
John Gordon Construction	\$59,819.00 +HST



7. All submissions met the requirements of the scope of work when providing quotations.
8. All quotations are over the anticipated budget for this project, possible factors include supply shortages, cost of fuel and the timelines for this project.
9. The original budget for this project was determined based on quotations provided in October 2021, since this time the cost of supplies, shortages, and fuel has continued to increase. Staff did factor in cost of inflation when budgeting this project, although many of these costing factors have increased at a higher rate than expected.

IMPACT ON 2022 BUDGET:

10. The 2022 Budget included \$45,000.00 for the construction of the Lancaster Legion Deck. The proposal submitted by EcoEra Construction with a value of \$52,849.05 is over the anticipated budget by approximately \$8,000.00. The additional \$8,000.00 for the project will be funded through the Lancaster Legion maintenance budget and/or Township reserves.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in infrastructure and its sustainability

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 42-2022 be received and that the Quotation submitted by EcoEra Construction for the installation of the Lancaster Legion Deck project be awarded as per their submission of \$52,849.05 plus HST and furthermore that the Mayor and Clerk be authorized to sign all applicable documents.

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



March 7, 2022

**MINUTES OF
COMMITTEE OF ADJUSTMENT**

Township of South Glengarry

A meeting of the Committee of Adjustment was held at 6:30 pm on March 7, 2022 via a public zoom webinar with phone access.

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

MOVED BY: Sam McDonell

SECONDED BY: Stephanie Jaworski

BE IT RESOLVED THAT the Committee of Adjustment meeting of March 7, 2022 is hereby called to order.

CARRIED

Meeting was called to order at 6:30 pm

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

Approval of Minutes

MOVED BY: Sam McDonell

SECONDED BY: Martin Lang

BE IT RESOLVED THAT the Minutes of the February 22, 2022 meeting be approved as presented.

CARRIED

Declaration of Pecuniary Interest

None.

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



- Margaret Amaron – A-04-22 Applicant
- Michelle Brunette – resident 6329 Murray Court
- Tom Bellazzi – A-05-22 Occupant
- Jacqueline Milner – resident 19166 Hay Road, Summerstown, Ontario

Review of Application:

1. Application A-04-22- Amaron

- **Subject Property:**
 - Lot 13, Registered Plan 155, in the Geographic Township of Lancaster, now in the Township of South Glengarry, County of Glengarry, located at 6326 Murray Court, Creg Quay Subdivision.
 - Currently developed containing a single detached dwelling with an attached rear yard deck.
 - Approximately 0.17 acres in area.
- **Proposed Minor Variance:**
 - The applicant is proposing to construct a sunroom which will be attached to the existing single detached dwelling therefore the following relief from the Zoning By-Law 38-09 is requested:
 - Part 3.39 (7) (c) - to reduce the Watercourse Setback from 30 meters to 14.2 meters from the canal to the proposed sunroom.
- **Planning:**
 - The property is designated Residential District in the Official Plan. This application conforms to the general intent of the Official Plan.
 - The property is zoned Residential One- Exc. 7 and Floodplain- Holding, it conforms to the general intent of the Zoning By-law.
 - The development is proposed outside of the floodplain.
- **Consultation:**
 - This application was circulated to applicable municipal staff, Planning and Building have no concerns with this application as the proposed sunroom will be constructed within the established building lines.
 - This application was circulated to the RRCA they have no concerns or objections to this application, a Regulation Permit is required.
 - I have not received any comments from the public.

Discussion:



Jacqueline Milner was concerned about amending the zoning by-law 38-09. The general intent for the setback from a waterway is to protect water and wildlife. She states the setback should remain at 30 meters.

Chair Lyle Warden explained the by-law is not being amended and asked Mrs. Joanne Haley to confirm.

Mrs. Joanne Haley confirmed they are hearing the minor variance application to reduce the setback from 30 meters to 15 meters and does not require an amendment because it does allow for variances from the by-law.

Jacqueline Milner agreed the by-law was not being amended however stated the general intent of the by-law is to protect water and natural resources. She would like to see the municipality to do more to protect water and wildlife.

Member Stephanie Jaworski acknowledged Ms. Milner for her comments. She explained the reason we have the RRCA comment on applications, it is their role in terms of hazards to people and wildlife. In this case the RRCA supports the application. The RRCA is the expert and she stated it would be inappropriate to go against the RRCA.

MOVED BY: Sam McDonell

SECONDED BY: Martin Lang

CARRIED

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

2. Application A-05-22- Laidlaw

- **Subject Property:**

- Part of Lot 1, Concession 1 Front, in the Geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry, located at 20236 County Road 2 Currently developed containing a single detached dwelling with an attached rear yard deck.
- Currently developed containing a single detached dwelling, an inground pool and a tempo shelter.
- Approximately 2 acres in area.

- **Proposed Minor Variance:**



- The applicant is proposing to construct a sunroom, and a garage which will be attached to the existing single detached dwelling as well as an open shade structure therefore the following relief from the Zoning By-Law 38-09 is requested:
 - Part 3.39 (7) (c) - to reduce the Watercourse Setback from 30 meters to 15.65 meters from the canal to the proposed attached garage and sunroom, and;
 - To reduce the Watercourse Setback from 30 meters to 12.86 meters from the St. Lawrence River to the proposed permanent open shade structure.
- **Planning:**
 - The property is designated Rural District in the Official Plan. This application conforms to the general intent of the Official Plan.
 - The property is zoned Residential One and Floodplain- Holding, this application conforms to the general intent of the Zoning By-law.
 - The development is proposed outside of the floodplain.
- **Consultation:**
 - This application was circulated to applicable municipal staff, we typically do not support a setback reduction beyond 15 meters however we recognize that the proposed sunshade is an open structure and therefore do not object.
 - This application was circulated to the United Counties of SDG & RRCA.
 - A permit is required from SDG if any work associated with the realignment of the driveway will occur in the County right-of-way. The RRCA has no concerns or objections to this application, a Regulation Permit is required.
 - I have not received any comments from the public.

Discussion:

Member Martin Lang supported the application as the property is already developed.

Member Stephanie Jaworski asked Mrs. Joanne Haley how they got to where they are now, in terms of developing within the 15-meter setback without asking for permits to do so.

Mrs. Joanne Haley explained it is difficult to determine because we are not sure which policies were in effect at the time. We don't regulate landscaping so anyone can proceed with landscaping on the waterfront side. The only time it triggers a permit by the RRCA is if they bring in fill. In terms of pools, they are reviewed by the RRCA and are generally supportive of pools within the watercourse setback. In the zoning by-law, a pool is not considered a structure as defined under the Ontario Building Code. We issue pool enclosure permits from a safety perspective to prevent drowning. Pools or landscaping on the waterfront may not trigger any permits from the RRCA or our office. Member Martin Lang indicated that when manicured lawns or areas where there is landscaping, we need to take a reasonable approach and determine if what is being proposed is going to negatively impact the fauna and flora in that location. If



development and landscaping has been there for many years, then the Township staff can take the position of recommending or supporting new development. If the open shade structure was a complete structure and fully enclosed, we would not recommend it.

Tom Bellazzi of 20236 County Road 2, stated the pool was pre-existing in 2005 when they moved in. He asked if there would be any discussion on the septic.

Mrs. Joanne Haley explained the septic permit is not reviewed by the Committee of Adjustment only by municipal employees. If the minor variance application is approved, then the septic permit application can be submitted for review.

Ms. Jacqueline Milner asked if the municipality could insist that a buffer zone of natural vegetation be incorporated when a building permit or minor variance is applied for to the set back from the water.

Mrs. Joanne Haley said that if a buffer is what council wants, they could consider implementing it in the zoning by-law for all waterfront properties. However, the Ontario Planning Act allows the owner to apply for a minor variance or reduce the setback. She also stated that herself and Ms. Milner had previously discussed this topic and confirmed that we follow the PPS and the Official Plan requirements. At this point a buffer zone of natural vegetation is not a requirement, it would be up to council to consider; it is recommended to obtain the advice from the RRCA.

Member Martin Lang added he has no interest on pursuing adding a buffer zone on waterfront properties.

MOVED BY: Sam McDonell

SECONDED BY: Martin Lang

CARRIED

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

Next Meeting date: March 21, 2022

Adjournment

BE IT RESOLVED THAT the meeting of March 7, 2022 be adjourned to the call of the Chair @ 6:56pm

INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry
MEETING DATE: March 21, 2022
SUBJECT: Consent Application B-220-21
PREPARED BY: Joanne Haley- GM- Planning, Building and Enforcement

RE: B- 220-21
Part Lot 23 & 24, Concession 7
Former Township of Charlottenburgh
St. Amand & Poitras

Type of Consent: To Create a Building Lot

Subject:

The subject property is located on part of lot 23 & 24, Concession 7, on the south side of Caber Road. The purpose of this severance is to sever approximately 7.8 acres of residentially developed land while retaining approximately 46 acres of vacant land which will be residentially developed in the future.

Official Plan Designations:

The subject property is designated Rural in the County Official Plan. Section 8.14.13.3. D. I of the County Official Plan indicates that “up to two consents for residential purposes may be granted for a legally conveyable lot, excluding the retained lot where the approval authority is satisfied that a plan of subdivision of the land is not necessary for the proper and orderly development of the land; where the lot existed as of January 1, 1980 and where the land is located in the Rural District as shown on the Land Use Plan Schedules. This proposed consent conforms to the Official Plan.

Zoning By-law:

The subject property is zoned Rural in the Township’s Zoning By-Law. This proposed consent conforms to the Zoning By-law.

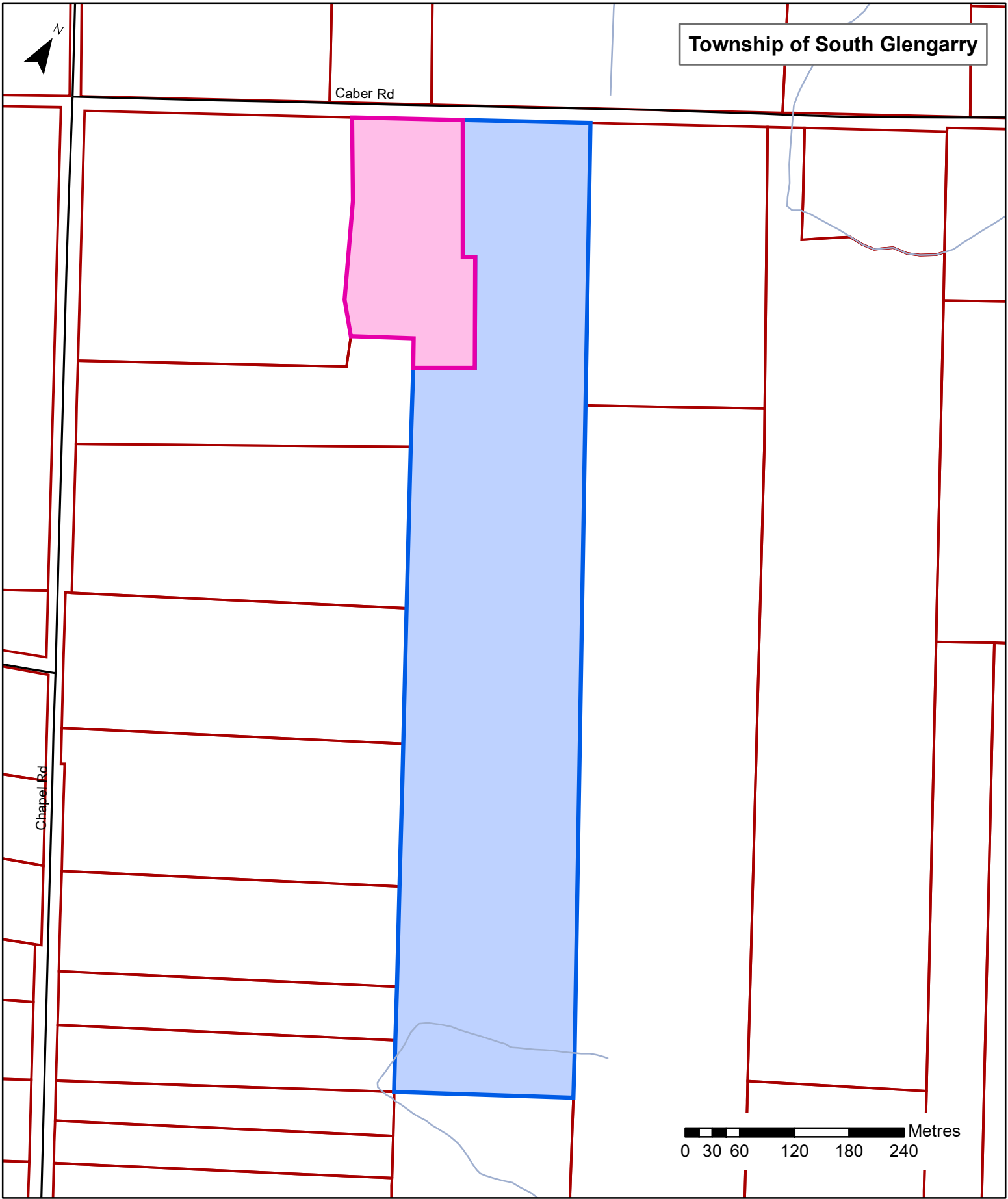
Proposed Recommendation:

That the United Counties of SDG Director of Planning Services approves this application for consent as it conforms to the PPS, the Official Plan and the Zoning By-Law. This consent will be subject to the following conditions:

1. A review fee of \$200.00 must be paid to the Township.
2. A Parkland fee of \$1,000.00 must be paid to the Township.
3. The Township of South Glengarry will complete a site visit of the severed and retained lands to ensure that there are no concerns with the existing septic system and that there is sufficient area for a proposed septic system upon development. Further information may be required from the applicant once the site visit is completed. The applicant will be required to attend to the Township office to apply for a site visit and to file a fee of \$170.00.
4. Road widening must be deeded to the Township on both the severed and retained lands.

Respectfully submitted by: Joanne Haley

Date: March 15, 2022



- Retained ~ 46.98 acres
- Severed ~ 8.18 acres

Application Number: B-220-21



INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry
MEETING DATE: March 21, 2022
SUBJECT: Consent Application B-222-21
PREPARED BY: Joanne Haley- GM- Planning, Building and Enforcement

RE: B- 222-21
Part Lot 30, Concession 1 NRR
Former Township of Charlottenburgh
Winn

Type of Consent: Lot Addition

Subject:

The subject property is located on part of lot 30, Concession 1, NRR, on the north side of County Road 18. The purpose of this application is to sever approximately .32 of an acre which will merge to the abutting property to the east while retaining approximately 34.6 acres of vacant land. If the lot addition is approved, it will allow the abutting property to the east to have additional land to accommodate a detached residential garage.

Official Plan Designations:

The subject property is designated Rural in the County Official Plan. This proposed consent conforms to the Official Plan.

Zoning By-law:

The subject property is zoned Rural in the Township's Zoning By-Law. This proposed consent conforms to the Zoning By-law.

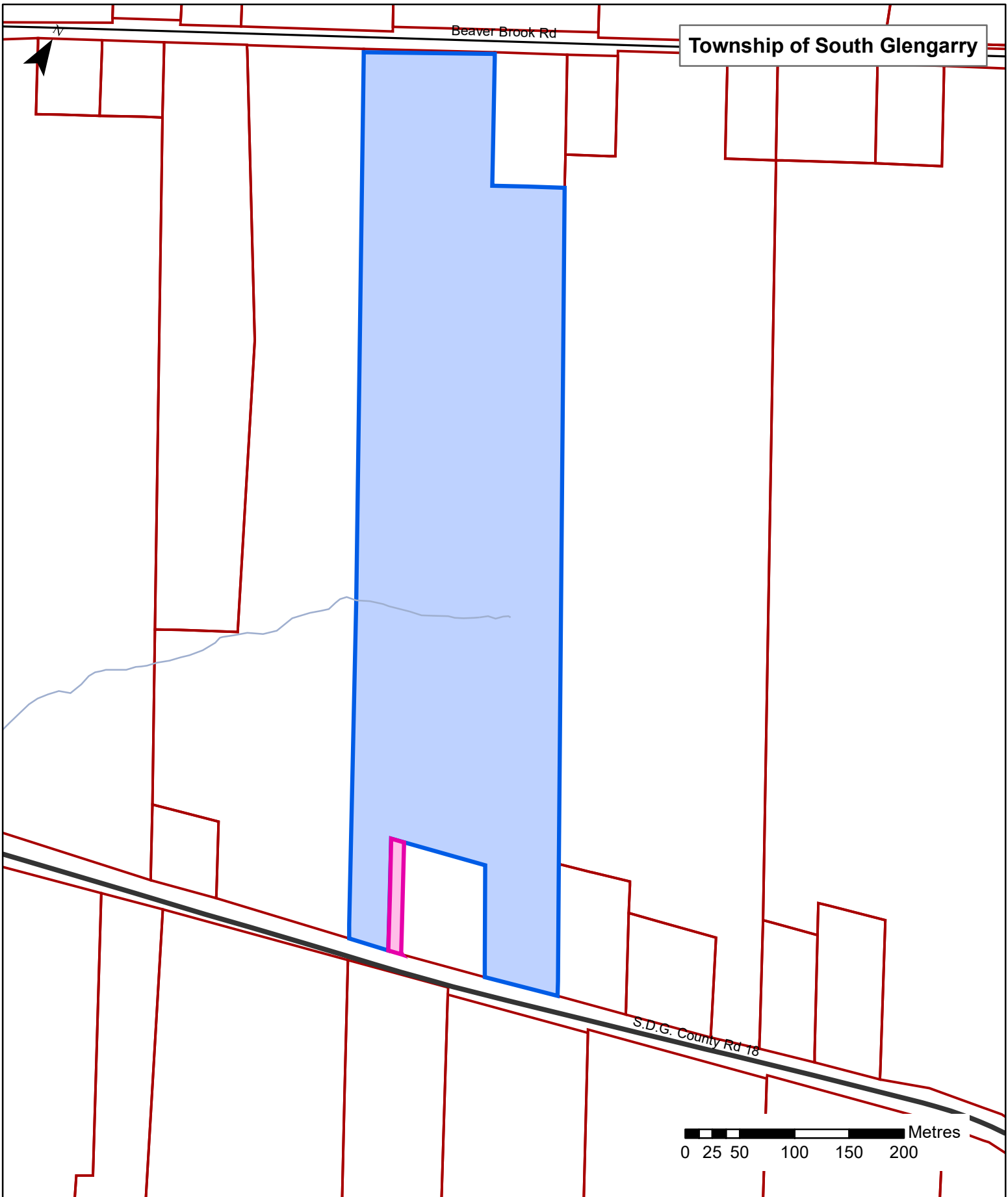
Proposed Recommendation:



That the United Counties of SDG Director of Planning Services approves this application for consent as it conforms to the PPS, the Official Plan and the Zoning By-Law. This consent will be subject to the following conditions:

1. A review fee of \$200.00 must be paid to the Township.

Respectfully submitted by: Joanne Haley

Date: March 15, 2022



-  Retained ~ 34.56 acres
-  Severed ~ 0.30 acres

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: March 15, 2022

SUBJECT: Consent Summary Form 2021

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

CONSENT APPLICATIONS SUMMARY- 2021

#	Application #	Recommendation	Decision
1	B-5-21	Recommended	Approved
2	B-17-21	Recommended	Approved
3	B-18-21	Recommended	Approved
4	B-35-21	Recommended	Approved
5	B-44-21	Recommended	Approved
6	B-47-21	Recommended	Approved
7	B-51-21	Recommended	Approved
8	B-55-21	Recommended	Approved
9	B-62-21	Recommended	Approved
10	B-63-21	Recommended	Approved
11	B-64-21	Recommended	Approved
12	B-65-21	Recommended	Approved
13	B-84-21	Recommended	Approved
14	B-101-21	Recommended	Approved
15	B-102-21	Recommended	Approved
16	B-106-21	Recommended	Approved

17	B-115-21	Recommended	Approved
18	B-116-21	Recommended	Approved
19	B-130-21	Recommended	Approved
20	B-135-21	Recommended	Approved
21	B-136-21	Recommended	Approved
22	B-138-21	Recommended	Approved
23	B-140-21	Recommended	Approved
24	B-148-21	Recommended	Approved
25	B-152-21	Recommended	Approved
26	B-156-21	Recommended	Approved
27	B-157-21	Recommended	Approved
28	B-158-21	Recommended	Approved
29	B-161-21	Recommended	Approved
30	B-176-21	Recommended	Approved
31	B-179-21	Recommended	Approved
32	B-180-21	Recommended	Approved
33	B-192-21	Recommended	Approved
34	B-193-21	Recommended	Approved
35	B-194-21	Recommended	Approved
36	B-195-21	Recommended	Approved
37	B-196-21	Recommended	Approved
38	B-210-21	Recommended	
39	B-220-21	Recommended	
40	B-222-21	Recommended	

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: March 21, 2022

SUBJECT: Departmental Update – Corporate Services
(February 2021)

PREPARED BY: Kelli Campeau, GM Corporate Services/Clerk

CAO's Office:

- Attended Council and Committee meetings (2 Regular meetings, Public Meetings, Committee of Adjustment, Cornwall Regional Airport Commission).
- Facilitated weekly management team meetings and Corporate Services departmental meetings.
- Ongoing meetings and follow up with garbage and recycling contract transition.
- Investigated and responded to various constituent inquiries and complaints.
- Continued work on Treasurer transition.
- Review and follow up on grants (status of current grants, review of new opportunities).
- Management of various HR and staffing matters.
- Ongoing review and work on legal files.
- Attended Public Works Facility construction meeting.
- Attended Education Equity for Rural students symposium.
- Attended Property Standards Appeal Committee training.
- Review of Collective Agreement.
- Follow up on Hydro file.
- Conducted annual performance appraisals for management team staff.
- LAS/Canoe Procurement meetings.
- Right to Disconnect Policy review.
- Attended quarterly SDG CAO Meeting.
- Participated in Economic Development Officer interviews.

Clerk's Office:

- Council agenda/meeting preparation, facilitation and wrap-up (2 regular meetings).
- Facilitation of various committee meetings (Cornwall Regional Airport Commission, Public Meetings, Committee of Adjustment, Environment Committee Meeting).

- Review of tenders and facilitation of public openings.
- Provided Commissioner of Oath services upon request.
- Attended weekly Management Team Meetings and Corporate Services Departmental Meetings.
- Continued assistance with finance department management transition and provided management support for finance staff.
- Reviewed and responded to Freedom of Information Requests.
- Ongoing records management and filing.
- Attended Education Equity for Rural Students symposium.
- Attended MPAC Enumeration Update Webinar.
- Completed annual performance appraisals for Corporate Services and Finance staff.
- Attended Property Standards Appeal Committee training.
- Researched and reviewed draft 'Right to Disconnect' policies.
- Issued marriage and lottery licences.
- Attended kick-off meeting with alternate voting methods provider.
- Hosted/Chaired SDG Clerk's Meeting.
- Acting CAO February 25 – March 2nd.
- Review of Animal Control By-law with Planning, Building & Enforcement department.
- Attended Kilt Skate event at Char-Lan Recreation Centre.

Communications:

- Attended South Glengarry Election Website kick-off meeting.
- Prepared various Business newsletters/e-mail blasts.
- Corporate Services staff attended general website training.
- Daily updates to website.
- Preparation of social media content.
- Monitoring of social media posts and responses to inquiries.

Communications Stats:

- YouTube Stats:
 - 487 Video Views
 - +6 Subscribers
 - Most viewed videos:
 - February 22, 2022 Regular Council Meeting (87 views)
 - February 7, 2022 Regular Council Meeting (72 views)
 - Waste Wednesday Lunch and Learn (28 views)
 - February 7 Committee of Adjustment & Public Meeting (25 views)
 - February 22 Committee of Adjustment & Public Meeting (24 views)
- Website – Most Popular Searches:
 - Bids and Tenders (13)
 - Zoning (11)
 - Boil Water Advisory (8)

- Taxes (5)
 - Building Permits (3)
- Facebook Stats:
 - Posts with highest reach:
 - Beavertails in Lancaster (10.5K)
 - Road Closure Alert (9k)
 - Heritage Week Remembrance Day Photo (7.1K)
 - Kilt Skate Event (6.9K)
 - Boil Water Advisory (6.3K)

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry

MEETING DATE: March 21, 2022

SUBJECT: Infrastructure Department Update (February 2022)

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



FEBRUARY 2022

Administration

- Monthly Infrastructure Management Meeting
- Weekly Infrastructure Department Meetings
- Regional Waste Management Meeting (attended by CAO and GM)
- SDG Joint Tender Preparation (includes line painting, culverts, signs, signposts, etc...)
- Township Joint Tender (Liquid Dust Suppressant)
- South Glengarry Tenders Posted:
 - 02-2022 2nd Line Bridge Rehabilitation
 - 08-2022 Granular
 - 09-2022 Surface Treatment
- Consultant discussions (asset management, geotechnical, structures)
- Ongoing Support to Other Departments & Divisions
 - Planning: subdivisions, site plans
 - Recreation: Peanut Line granular, grass mowing
 - Fire Services: granular

Roads Division

- **New addition to fleet takes inaugural journey!**
- Monitor weather forecasts
- Winter maintenance operations (plowing and material application)
- Preparations for new Public Work Facility
- Winter Maintenance of Snow Routes #1-11
- Routine Day and Night Road Patrols
- Sign Maintenance
- Roadside Debris Collection



Water / Wastewater Division

- Water & Sewer Routine Operations
- Emergency Repairs
 - Lancaster Distribution System
 - Water leak Victoria Street on Feb 1
 - Water leak Maple Street on Feb 2
 - Water leak South Beech Feb 17
 - Glen Walter Distribution System
 - Watermain break Park Road Feb 8
- Annual Reports
- Chemical Deliveries
- Contractor Site Meeting(s)
- Glen Walter High lifts hard wired to UPS (2 Sources of Power)
- CLI Submitted (Consolidated Linear Infrastructure)
- Lancaster Flow Meters x 2 (Filter 1 and 2 Replaced)
- Lancaster Differential Pressure Sensor (Replaced)
- Glen Walter Low Lift 2 Re-installed and tested
- Lancaster Sewage Pump Re-installed
- Green Valley Sewage Pump Re-installed

Waste Management

- Landfill Compaction Maintenance Duties – Beaverbrook Landfill Site
- Receipt and response to inquiries related to the current recycling / garbage contract
- Review and response to requests for garbage bag limit exemptions

Training

- Ongoing, all staff

Health, Safety, and Environment

- Monthly inspections

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry

MEETING DATE: March 21, 2022

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

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



ADMINISTRATION:

- Arena and facility bookings
- Facilitate ongoing changes to facilities re: pandemic.
- RFP 01-2022 North Lancaster Play Structure Project
 - Award and coordinate fundraising opportunities with community
- RFP 03-2022 Kenneth Barton Park Bocce Ball Courts
 - Prepare and issue
- Glen Walter Waterfront Park – project planning
- Green and Inclusive Community Building Grant – ongoing
- Parks and Recreation Master Plan – assisting consultants with coordination of focus group meetings. Ongoing
- External Meetings
 - Tender 07-2022 General Contractor Char-Lan Recreation Centre Floor and Dasher Board Project
 - Mandatory site visit
 - Award
 - Review of AV equipment – ongoing
 - CIMCO – CLRC Arena Floor Project - ongoing
 - Athletica Sport Systems – CLRC Arena Floor Project – ongoing
 - EVB – Arena Floor and Dasher Board Project – ongoing
 - CLRC User Groups re: Floor Project – ongoing
 - Federal Govt – funding discussions
 - LAS/CANOE – review of services
 - Boys and Girls Club – planning for Mach Break and Summer Camp
 - Consultants - Parks and Recreation Master Plan – ongoing
 - RRCA – Glen Walter Waterfront Park
 - North Lancaster Community Member re: Playground Project

- Junior B – upcoming project requests/discussion
- Public Meeting – Summerstown Park
- Bainsville Recreation Association – Monthly Meeting
- SDG Counties – IT – Ongoing Internet and Networking Issues at CLRC
- Internal Meetings
 - GM of Infrastructure – Grass Mowing Tender
 - GM of Infrastructure – Granular Tender
 - Finance – review of Bar Operations
 - Finance – 1st quarter review
 - Communications – Website Calendar
 - Staff Performance Appraisals

OPERATIONS

- Tartan Hall bar operations
- Coordinating with Junior B Rebels regarding board ads.
- Schedules – Facility Operators, Arena Attendants, Security Services
- Tree management – ongoing
- Outdoor Rinks – providing support and working with volunteers
- Kilt Skate – February 17
- Badminton Program – Ongoing
- Nordic Pole Walking Program
- Lakeside Green Environmental - Asbestos Inspections

HEALTH AND SAFETY

- Building and site inspections continue.

INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry

MEETING DATE: March 21, 2022

SUBJECT: Planning, Building and Enforcement Monthly Update
February 2022

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

February 2022

Building

- Received and processed building permit applications
- Conducted pre-consultation sessions with members of the public for building permit inquiries
- Attended various walk-in appointments with the public
- Completed Site Plan Control reviews
- Conducted building inspections
- Prepared work order reports for lawyers
- Conducted septic system file searches
- Prepared statistical reports for Tarion, MPAC 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 CGIS and Cloud Permit
- Inspected open legacy building permits as a result of work order requests
- Utilized new SOP for address changes to address changes necessary for the shift towards NG911
- Addressed reports of residents building without permits
- (Tyler) Passed "House" BCIN exam to be able to conduct foundation and occupancy inspections as well as issue orders under subsection 12(2) and 13(1) of the Act.
- Worked with SDG to better address necessary changes to support the shift to NG911
- Review of current Building By-Law and drafting of new Building By-Law
- Drafted new Building Official Code of Conduct
- Re-organized paper permit files to archive older permits and note any misfiled legacy permits

Planning

- Received, processed and reviewed consent, minor variance, site plan control and zoning amendment applications
- processed a subdivision application and prepare reports as required
- Prepared staff reports and information reports for Council meetings
- Conducted pre-consultation meetings with members of the public for planning inquiries
- Worked on Township owned lands
- Worked on subdivision files in various stages
- Participated in weekly Management Team Meetings
- Attended OLT hearing for Bainsville Bay Appeal
- Scheduled and attended Committee of Adjustment meetings
- Scheduled and attended public meeting
- Prepared year end reports
- Reviewed draft by-laws and staff/info report
- Assisted the Finance Department with various land inquiries and property ownership
- Attended County/Township Planning Working Group meeting

GIS

- Assisted Building Information Officer (BIO).
- Filed in TOMRMS zoning by-laws and site plan control
- Prepared and mailed out minor variance and zoning amendment notices along with minutes and decisions.
- Filed in TOMRNS subdivision and consent application documents.
- Prepared maps for staff as required (Building, Planning).
- Commission documents as required.
- Submit all invoices for payment to AP.
- Attend Cloud Permit-Planning module training in conjunction with SDG Counties.
- Worked with SDG and municipal staff to better address necessary changes to support the shift to NG911.
- Assist in road naming inquiries from SDG Counties.
- GPS units - setup. Ongoing.
- Work on mapping dry hydrant locations with Fire Chief.
- Discuss water line measurements to be completed with Director of Water/Wastewater.
- Catalogue reference plans in digital format from LRO.
- Provide mapping for mailout waste collection/recycling.
- Produced maps for road tenders: Granulars, Road Centerline Painting, Roadside Spraying for GM-Infrastructure.

By- Law

- Responded and investigated By-law complaints.
- Corresponded and assist with OPP and Ministry of the Solicitor General.
- Attended EOHU COVID-19 update calls.
- Collected and installed Minor Variance Signs.
- Conducted Pool Permit reviews.
- Arranged and attended meetings with the public.
- Attended POA Court.
- Completed Animal Control by-law and reviewing with Planning, Building, and Enforcement.
- Attended Urgent Protest meeting with Dr. Paul and Agencies.
- Participated in Counties Summerstown Forest Food Truck meeting.
- Participated in Property Standards Training with OAPSO instructor.
- Conducted Breeding and Boarding Kennel Inspections.
- Attended and reviewed sites that are building without permits.
- Successfully completed the AMCTO Municipal Law Program.

Emergency Planning

- Participated in calls with Dr. Paul of EOHU
- Began planning 2022 Emergency Program

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: March 21, 2022

SUBJECT: Departmental Update – Finance – February 2022

PREPARED BY: Michael Hudson, Treasurer

Transition Project

- Significant effort continues to be made on the transition plan, this ongoing activity including meetings with the CAO, prior Treasurer and the CFO Centre Consultant resulting in a comprehensive document setting out tasks, responsibilities, and deadlines. Projects continue with significant progress.

AR Activity

- Interim tax bills were mailed February 25, 2022.
- Water bills were mailed March 1, 2022.
- The plan as detailed in the transition document to deal with tax arrears will be developed after the first round of interim payments.
- Arrears were disclosed on the interim tax bills.

AP Activity

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

Treasury Activities

- Meeting and getting to know treasury team and learning their functions.
- Understanding of the operation of the SG accounting system continues.
- Ongoing learning of Vadim software and operation.
- Assisting General Managers where possible.

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: March 21, 2022

SUBJECT: Water Loss & Sewer Infiltration Update

PREPARED BY: S. McDonald (GM of Infrastructure) and D. Seguin (Director of Water & Wastewater)

Water Loss

The Glen Walter and Lancaster water distribution systems are experiencing water loss where the total quantity of water distributed by the Water Treatment Plants does not reconcile with the total water usage captured through water revenue.

The Township installs, maintains, and repairs all water meters on municipal water services (By-law 2016-0049). The township maintains approximately 850 meters and it is estimated that there are 10-15% of water meters within the Township that are potentially malfunctioning which is contributing to the water loss.

The Township is also aware of a small handful of buried distribution lines with pinhole leaks from previous investigations and has identified a few locations for future investigation to be addressed in 2022.

Sanitary Infiltration

The Glen Walter, Lancaster, and Green Valley are experiencing higher than expected flows through their Water Pollution Control Plants, especially through the peak spring months.

There are a few potential causes including service clean-outs degrading over time and residential sump pumps discharging into the sanitary line.

Approach to Reducing Loss and Infiltration

The Township's Water Division is proposing a multi-phased (and multi-year) approach to reducing water loss and sanitary infiltration which will be pending funding availability, staff resources, and frequency of emergency work (unplanned scheduling changes). After each phase it is anticipated that there will be improvements in water loss and/or sanitary infiltration. Administration will use 2021 as the baseline year for determining future operational improvements realized from these works.

The preliminary plan, which is subject to modifications to adapt to new information is generally:

1. Phase One (2022): Meter Investigations

- a. Dedicated person to repair, replace, and inspect water meters & review sump discharge beginning May 2022 and ending October 2022.
- b. Priority will be meters with a minimum monthly flow of $<5\text{m}^3$, $<10\text{m}^3$, and $\geq 10\text{m}^3$
- c. During the same visit, the Township will confirm sump pump location and discharge points
- d. Reporting for these investigations will be detailed to build the Township's meter asset database
- e. Residents will be contacted in advance and additional information will be posted on the website as a general reference

2. Phase Two (2022 / 2023): Wastewater Services

- a. Physically inspect all services (sanitary lines from the sanitary main to the residents) for Glen Walter, Lancaster, and Green Valley to determine condition of clean outs

3. Phase Three (2023 / 2024): Wastewater Collection

- a. Prepare a detailed report on the condition of all manholes (this item could be as early as 2022 to prepare)
- b. CCTV of the wastewater collection systems were last completed in August 2018.
- c. A spring CCTV for the entire system will be proposed for the 2023 or 2024 budget (tbd based on the speed of the other investigations). It is anticipated that this work will cost \$80,000.

4. Ongoing: Leaks

- a. Identifying and repairing leaks is an ongoing part of the Water Divisions regular maintenance program

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY LAW # 49-16
FOR THE YEAR 2016**

***BEING A BY-LAW TO PROVIDE REGULATIONS FOR THE INSTALLATION OF
SERVICE CONNECTIONS FOR THE SUPPLY OF POTABLE WATER AND
COLLECTION OF SANITARY SEWER WASTE FOR THE TOWNSHIP OF
SOUTH GLENGARRY.***

WHEREAS it is necessary and desirable to establish regulations and conditions for the installation of service connections for the supply, distribution and installation of the supply of potable water and collection of sanitary sewer waste:

AND WHEREAS it is deemed desirable to enact this By-law pursuant to Sections 11.1 and 11.3 and other provisions of the Municipal Act, R.S.O. 2001, as amended, Chapter C.25.;

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

1. DEFINITIONS AND TERMS

- 1.1 "Amalgam Separators" means a device designed to remove amalgam waste particles from dental office wastewater.
- 1.2 "Backflow" means a flowing back or reversal of the normal direction of flow.
- 1.3 "Backflow Preventer" means the device or a method that prevents backflow in a water distribution system.
- 1.4 "Building Sewer" means a sanitary Building Sewer or storm Building sewer, that connects a building drain to the main sewer and that commences at a point 1000mm from the outer face of the wall of the building or other structure and terminates at the property line and serves not more than one property.
- 1.5 "Consumer" shall mean a person or persons whose property is connected to the communal water or sanitary sewer system or both whether as agent, owner, or tenant.
- 1.6 "Corporation" means the Corporation of the Township of South Glengarry.
- 1.7 "Drainage System" means an assembly of pipes, fittings, fixtures and appurtenances on a property that is used to convey sewage and clear water waste to a main sewer or a private sewage disposal system and includes a private sewer, but does not include subsoil drainage piping.

- 1.8 "Inspector" means the Inspector of plumbing or sewage works of the Municipality as appointed by council of the Municipality from time to time.
- 1.9 "Manager" means Director of Water and Wastewater and for the purposes of exercising any of the powers or duties of the Manager under this By-law, shall include any employee designated by the said Manager to exercise any such powers or duties.
- 1.10 "Meter" means a device that is the property of the Corporation for measuring the flow and quantity of water. Meter and Water Meter shall mean the same...
- 1.11 "Meter Chamber" means a device for the protection of the meter.
- 1.12 "Oil & Grease Interceptor" means a plumbing device designed to intercept most greases and solids before they enter a wastewater disposal system.
- 1.13 "Operator" means the operator of the Municipal Water and Sewage Works.
- 1.14 "Owner" means person or persons holding a fee simple or equitable interest in land.
- 1.15 "Private Water Service Pipe" means that part of the service pipe from the property line to the premises served, including water meter, building control valve, curb stop valve, and valve box.
- 1.16 "Property" includes both public and private lands, buildings, structures, boats, vehicles, railway cars, or mobile homes that are located in the Township and that may be entitled to a service connection.
- 1.17 "Public Sewer" means that section of the sewer considered to be the main sewer and which is owned and controlled by the Municipality.
- 1.18 "Rural" means any consumer outside the boundaries of the Township to whom water is being supplied from the Township system.
- 1.19 "Sanitary Sewage" means liquid or water borne waste of industrial or commercial origin or of domestic origin, including human body waste, toilet or other bathroom waste, and shower, tub, culinary sink and laundry waste or liquid or water borne waste discharged from a public pool to a drain, but does not include storm, surface and ground water.
- 1.20 "Sanitary Sewer" means a sewer which conducts sewage.
- 1.21 "Sewage Works" means all facilities for collecting, pumping, treating and disposing of sanitary sewage.
- 1.22 "Sewer" means a pipe or conduit for carrying sewage.
- 1.23 "Sewer Service Connection" means the publicly owned sewer pipe from the building sewer to the public sewer or other place of disposal.

- 1.24 "Subsoil Drainage Pipe" means that a pipe is installed underground to intercept and convey subsurface water, and includes foundation drain pipes.
- 1.25 "Water Distribution System" means an assembly of pipes, fittings, valves and appurtenances that conveys potable water to water supply outlets, fixtures, plumbing appliances and devices from the water service pipe or from a point of entry treatment unit located in the building.
- 1.26 "Water Service Connection" means that part of a service pipe or unmetered fire line from the watermain to the property line.
- 1.27 "Water Service Pipe" means the pipe laid from the water main to the property or building served.
- 1.28 "Watermain" means the pipe that distributes water to abutting properties and the general area.

2. WATER METERS

- 2.1 The register of the water meters shall be prima facie evidence of the quantity of water supplied.
- 2.2 Unless authorized by the Manager, the employees of the Corporation shall do no work and placed no materials upon private property in relation to the supply of water except the placing of a water meter.
- 2.3 The Corporation reserves the right to install a water meter on any service at any time and thereafter charge meter rates for water registered.
- 2.4 The Corporation requires that all water services provided for new buildings that are to be used for Industrial, Commercial, Institutional, and/or Residential uses be metered.
- 2.5 The Corporation shall own all water meters.
- 2.6 Water meters shall be installed at such time as determined by the Manager and shall be installed, maintained, repaired, and disconnected only by employees or agents of the Corporation.
- 2.7 Where a metered water service is in use, all Township water consumed on the property shall pass through the meter authorized by the Corporation for use on the property.
- 2.8 Where a fire line is provided, no water shall be taken except for fire protection purposes or for the testing the fire protection system. No water meter is required for fire protection.
- 2.9.1 Every Consumer shall be liable for the safety and care of the water meter placed on the property in question, and will be charged for all damage thereto, whether occasioned by frost, hot water, blows or injury from any

cause, and for the loss of the water meter if the same is removed from the premises without the consent of the Corporation, whether stolen or otherwise, and the cost of every such water meter, or of repairing or replacing same, shall be payable to the Corporation on demand.

- 2.9.2 Every Consumer who wilfully or knowingly impairs or alters a meter, or knowingly suffers the same to be altered or impaired so that the meter indicates less than the amount of water passing through it, shall be liable to pay the Corporation in addition to the penalty & restoration costs, double the value of the water indicated as having passed through the meter or to have been expected to have passed through the meter.
- 2.9.3 In cases of non-payment of such expenses and charges, the water may be shut off by the Corporation and not turned on again until all such expenses and penalties are paid and this, without prejudice, to the right of the Corporation.
- 2.10 Water meters shall be located at the point at which Service Pipes enter a building unless the Manager directs, in writing, that another location be used.
- 2.11 Where a meter chamber is required, as determined by the Manager, the meter chamber shall be provided with a remote reader and shall be constructed and maintained by the Consumer in a manner satisfactory to the Manager and shall be accessible to the employees or agents of the Corporation.
- 2.12 The size of water meters to be installed shall be established by the Manager and shall be based on either consumption estimates provided by the Consumer or, where no estimates provided by the Consumer or the estimates provided by the Consumer are, in the opinion of the Manager, inappropriate, on the consumption estimates of the Manager.
- 2.13 No pipe connections shall be made to a water service pipe other than after the outlet side of a water meter. The only exception being a properly valved and sealed by-pass around the water meter for fire supply lines that are not supplied by a separate service.
- 2.14.1 A properly valved and sealed by-pass shall be provided and installed on water meters at the expense of the Consumer.
- 2.14.2 The seals placed upon meters and by-pass valves shall only be broken by the Manager in the course of maintaining and operating the meters and by-pass valves.
- 2.14.3 In the event that the seals are discovered to be broken, the Manager may initiate an investigation to determine whether the meter has been tampered with.
- 2.15 A Consumer shall immediately notify the Manager of any breakage, stoppage, or irregularity in a water meter.

2.16 Under circumstances where:

- 1) the water meter is broken, stopped, or irregular,
- 2) the water meter has been incorrectly read,
- 3) the water meter reading has been incorrectly recorded,
- 4) the person duly authorized to do so has been unable to obtain a water meter reading,
- 5) no water meter reading has been remitted to the Manager by a Consumer who was requested to do so,
- 6) the seal has been tampered with;

The Corporation may estimate the quantity of water used by the Consumer since the date of the last accurate meter reading or the last satisfactory estimate of consumption and bill the Consumer accordingly.

2.17 Where the quantity of water used by a Consumer has been estimated pursuant to paragraph 2.16, the Corporation, at the time of the first accurate meter reading, subsequent to such estimate, shall have a new estimate of the quantity of water used by the Consumer, prior to the time of the first accurate meter reading aforesaid and adjustment with the Consumer may be made accordingly.

2.18 Where it is, in the opinion of the Manager, expedient to allow or direct a Consumer to run water continuously, the Manager may authorize such usage and in such cases the Manager shall adjust the Consumer's billing to conform to the Consumer's normal pattern of water use.

2.19 Any meter will be removed and tested upon request of the Consumer. If it is found to register correctly, slow, or not to exceed 3% in favour of the Corporation, the expense of removing and testing the meter must be paid by the Consumer requesting that such meter be removed and tested.

2.20 When a water service has been turned off upon the request of the consumer a fee in accordance to Schedule "B" (Service Charges) to this bylaw shall apply before the water service is turned back on.

3 CROSS CONNECTION AND BACKFLOW PREVENTION

3.1.1 No Consumer or person shall connect, cause to be connected, or allow to remain connected, any piping fixture, fitting container or appliance, in a manner which, under any circumstances, may allow water, wastewater, or any harmful liquid, gas vapours, or other substance to enter the Township's water system. Buildings that contain potentially high health hazards or where industrial piping systems are often modified or where access by municipal inspectors is limited will require a premises isolation device as approved by the Manager.

3.2 A water service installed on premises for fire protection purposes shall be equipped with a backflow preventer.

3.3 The Consumer occupying property provided with two or more services connected to separate sections of the water distribution system shall, in addition to manually operated valves, install on each service, backflow preventers approved by the Manager and maintain them in good operating condition.

3.4 If a condition is found to exist that in the opinion of the Manager is contrary to Section 3.3 he may either:

- 1) shut off the service or services, or
- 2) Give notice to the Consumer to correct fault at his own expense within a specified time period. If the Consumer fails to comply with such a notice, the Manager shall proceed in accordance with Clause 1) of this section.

Even if this condition existed prior to this By-law it will be necessary to remedy it as stated above.

3.5 Water service for any account in arrears for more than 6 months may be shut off after 2 reminder notices have been sent and if no arrangements for payment have been made.

3.6 Without limiting the generality of Section 3.4, a backflow prevention device shall be installed at the Consumer's expense to isolate the premise as required by the Canadian Standard 864.10-M1981.

3.7 Should a Consumer fail to maintain a backflow prevention device in good working condition, the Manager may shut off the water supply.

3.8 Steam boilers or hot water heaters must be fitted with a suitable check valve to prevent accident from collapse or damage should the pressure in the water main fall. The Corporation will not be liable for damage that may result from such cause.

3.9 The Manager may turn off the supply of water to any building or premises in which any leaky or defective Service Pipe, tap, fixture, or where any cross connection with any private water supply, drain or sewer exists and shall require that the pipe or fixtures be repaired or replaced in such manner as may be approved, or that the cross connection is eliminated before the water is turned on again.

4 INSTALLATION OF SERVICE PIPES

4.1.1 All applications for service from watermains belonging to the Corporation shall be made in writing on a standard contract form supplied at the office of the Corporation, and shall be signed by the Consumer to which the water is to be supplied. This application shall describe the premises to be supplied, and all other data required for the Corporation records.

4.1.2 Every contract between the Corporation and the Consumer shall be subject to rules and regulations approved from time-to-time by the Corporation.

No person shall install a water service or make connections to any watermain on Corporation property or Corporation road allowance without applicable permits issued by the Corporation.

4.1.3 All work shall be done consistent with existing policies and practises of the Corporation. Every Service Pipe is to be laid in a straight line and at a right angle to the water main, as nearly as practical.

4.1.4 Where the applicant for a Water Service Connection indicates in his application a desired location for the Water Service Connection, the Water Service Connection will be located as indicated providing the proposed location is approved by the Manager.

4.1.5 Where the applicant for a Water Service Connection does not indicate in his application a desired location for the water service connection, the Water Service Connection will be located as determined by the Manager and if the applicant subsequently requires a relocation of the Water Service Connection; such relocation will be at the expense of the applicant.

4.1.6 Unless otherwise directed by the Manager all Service Pipes shall be laid:

- i) At a depth of two metres (2m) below the surface of the soil surrounding the trench in which the pipes are laid or below the certified road grade where the pipes are laid on a road allowance;
- ii) At a distance of more than fifty centimetres (50 cm) from any other pipe, conduit, or drain.
- iii) All work will be in compliance with Schedule "A" (Regulations for Sewage and Water Connections) to this By-law.

4.1.7 Unless otherwise directed by the Manager, all Private Water Service Pipes shall be of the same size as the Water Service Connections installed by the Corporation or authorized to be installed by a subdivision agreement.

4.2 Service pipes to property lines shall not be installed in, over, or across the property of another owner unless the applicant for such a location obtains a registered easement and the Manager approves such arrangement.

4.3 Upon payment of the service connection as set forth in the fees as outlined in the By-law, the Corporation shall oversee the tapping of the watermain, the supply and install the Corporation stop, the curb stop and post. The Consumer shall be responsible for the installation of the Water Service Pipe joining the Water Service Connection. The Manager will inspect the installation of Private Water Service Pipes. The user or applicant shall be responsible for all excavation, backfilling, and restoration of the trench into which the Service Pipe is installed, the satisfaction of the Manger.

4.3.1 A separate and independent water service shall be required for:

- i) single family dwellings;
- ii) each dwelling unit of a semi-detached building;

- iii) each dwelling unit of a linear row housing building or tenement, if these dwellings face a road and can be served;
- iv) any other case where one of the above is created by severances or proposed to be created by a severance.

4.3.2 One water service of proper size from the watermain to property line and a private distribution system shall be provided for:

- i) apartment buildings;
- ii) commercial buildings;
- iii) condominiums;
- iv) industrial buildings;
- v) row housing clusters.

4.3.3 Townhouse or condominium units shall be equipped with individual shut-off valves for each unit.

4.3.4 Townhouse or condominium units shall be equipped with individual water services for each unit and the individual water services and condominium water services shall be outside the private condominium units and located within an area designated as a common element.

4.4 Private fire protection services and appliances must conform to the specifications of the Fire Underwriters' Association. All private fire protection services shall be inspected by the Corporation in their entirety from the main to the meter, or if a meter is not installed to the shut-off valve inside the building or buildings to which the service is connected.

4.5 No supply of water will be provided from the watermain unless the service pipe is correctly installed according to the Corporation and Ministry of the Environment standards and provisions specified in Schedule "A" attached to this bylaw. Herein.

4.6 The Corporation is not liable for damages caused by the breaking of any private water service pipe or attachment.

4.7 The Corporation shall not be held liable for any damages arising in the course of the thawing out of frozen water services.

5 HYDRANTS AND VALVES

5.1.1 No person shall operate a hydrant, except:

- i) an authorized employee of the Corporation;
- ii) a Contractor engaged on a municipal project, acting with approval of the Manager.

5.1.2 The Corporation may authorize the use of a specified hydrant for a specified time under specified conditions.

- 5.3.1 The design, location, installation, repair, and maintenance of all hydrants within the Corporation's jurisdiction shall be to the standards established by the Manager.
- 5.3.2 The Manger shall have the authority, through the development process, to establish standards for and to secure adequate municipal hydrants.
- 5.3.3 No person or persons shall, without lawful authority, open or close any hydrant or valve, or obstruct the free access to any hydrant, curb stop chamber, pipe or valve by placing upon it any building material, rubbish or other obstruction. Any obstruction that is required to be removed to operate hydrants or valves, or the repair of water lines, shall not be the responsibility of the Corporation for replacement or repair.
- 5.4 Unmetered water from privately owned hydrants shall not be taken for other than fire fighting purposes.

6 SERVICE AND SUPPLY CONDITIONS

- 6.1.1 Where a Service Pipe is provided for protection purposes, no water shall be taken except for the following purposes:

- i) fire protection;
- ii) for the testing of the system.

- 6.2.1 No work having to do with the supply of water or with the laying, repairing, renewing, or the taking up of a watermain or service pipe shall be done under or upon the streets except by permit or written agreement.

- 6.2.2 Any person, before proceeding with or authorizing, any construction which is or is proposed to be located under, or across or along any watermain or other water works forming part of the Corporation's water supply system, shall notify the Manger, in writing, of his intention to proceed with the same, and if, in the opinion of the Manager, it becomes necessary to support or relocate such watermain or other water works, the cost of supporting or relocating the watermain or other waterworks shall be charged against that person and the Manager shall have the power to supervise and direct the supporting or relocating of such watermains or other water works.

- 6.3 No person, except those authorized by the Corporation, shall;

- i) tap off or make any connection with a watermain ,or
- ii) turn off or on any watermain valve, or
- iii) turn off or on or interfere in any manner with any Service Pipe, or
- iv) extend any watermain belonging to the Corporation's water supply system.

- 6.4 Watermains shall have a minimum lateral separation of 2.4 metres (8 feet) from any sanitary sewer or storm sewer and shall not be located within the same trench as the sanitary sewer main and service or storm sewer main and service. Any exception to be by approval of recognized authorities.

- 6.4.1 Whenever inspection indicates the existence of a leaking or defective service line, plumbing fixture, private hydrant, or other appurtenance on a property, notice shall be given to the consumer to have the defective condition remedied. If remedial action is not taken, the water supply may be restricted or turned off.
- 6.4.2 The Corporation does not guarantee any determined water pressure or flow rate nor does it guarantee the water supplied to be free of colour and/or turbidity at all times.
- 6.4.3 During normal maintenance and emergency conditions, the Corporation shall provide as continuous and uninterrupted service as practical. Where shutting off portions of the system is necessary, warning of the shut off will be given where possible, but where necessary, in the opinion of the Manager, the water may be shut off and kept off as long as is necessary. The Corporation, its agents, or servants, shall not be liable for any damage resulting there from whether or not notice of the shut off has been given.
- 6.4.4 No water operated siphons, sump pumps or water driven motors are to be used with water supplied by the Corporation. Any existing installations of this type are to be removed within twelve (12) months of written notice.
- 6.4.5 The Corporation may supervise and inspect any or all work done on private property in connection with a Private Water Service Pipe.
- 6.4.6 At the Manager's discretion, during periods of water shortage or during a fire, the Manager may set restrictions on lawn sprinkling or other water usage in any manner whatsoever. The water supply to the residents or premises of any person or persons offending against the provisions above may be restricted or the water service turned off.

7. AIR CONDITIONING, HEATING COOLING, HEAT PUMPS

- 7.1.1 No consumer shall install any air conditioning, refrigeration, heating equipment that requires the use of Corporation water without the approval of the Manager.
- 7.1.2 No air conditioning equipment of over five (5) tons per day total rated capacity, shall be installed unless equipped with evaporative condenser, evaporative cooler and condenser, water cooling tower, spray pond or other water cooling equipment so that all the water from the mains is used for make-up purposes only. The equipment shall be adjusted so that the average rate of make-up water under full load will not exceed 0.45 litres per minute per ton capacity subject to Manager's approval.

8. BUILDING SEWERS AND CONNECTIONS

- 8.1.1 The manager shall inspect the installation of all building sewers from the building to the property line, and the connection of the building sewer to the sewer service connection.

- 8.1.2 After construction and installation of the building sewer from the building and the sewer service connection to the public sewer, the owner shall be responsible for the satisfactory operation, cleaning, repairing, replacement and maintenance of the connection from the public sewer to the building.
- 8.2 No connection shall be made directly or indirectly to the public sewer, except as follows:
- 8.2.1 Each dwelling unit must have a separate building sewer...
- 8.2.2 An inspection "Y" shall be installed in the sewer lateral at the property line.
- 8.2.3 All connections from the public sewer or the sewer service connection to the building shall be of a 4-inch (100 mm) minimum diameter and made of pipe certified under the Plumbing code for use as sewage pipe. All connections shall comply with Schedule "A" (Regulations for Sewage and Water Connections) attached to this Bylaw.
- 8.2.4 All connections to be approved by the Inspector as watertight.
- 8.2.5 No connection shall be made to a Municipal public sewer or sewer service connection until a permit has been issued for a sewer service connection in accordance with this By-law and no said connection shall be completed except after the approval of the Inspector.
- 8.3 All labour and material necessary for the connection of a sewer service connection, from the main sewer to the property line, shall be supplied and paid for the by owner of the structure which is to be provided with sewage service where no such sewer service connection exists. All labour and materials necessary for the said connection, from the main sewer to the property line, shall be paid for in advance of the installation by a lump sum change as set out by the Municipality where the Municipality is requested by the property owner to provide the necessary work and material for said connection. Upon payment, the property owner shall be entitled to such installation by the Inspector or a person designated by him, subject to the Municipality's approval.
- 8.3.1 All labour and material necessary for the connection of the building sewer from the property line internally, shall be supplied and paid for by the owner, and the owner shall indemnify the Municipality for any loss or damage that may occur in the said construction to any third person or to the Municipality's street, public sewer, watermain, storm sewer or other utilities or property.
- 8.3.2 Nothing in this section shall relieve the owner from the obligation of maintaining such building sewer in accordance with the provisions of this By-law.
- 8.3.3 A clean-out shall be installed in the building drain as near as practical to the inner face of the wall through which the drain passes or other approved clean-out shall be provided. Every clean-out shall comply with the Plumbing code.

- 8.4 A connection shall be made to the public sewer system in compliance with Schedule "A" (Regulations for Sewage and Water Connections) to this By-law, and any septic tanks, cess pools, and similar private sewage disposal facilities shall be cleaned and filled, removed or destroyed within a period of ten (10) days after the connection has been made to the public sewer system..
- 8.5 No person shall cause or permit the discharge of any storm water, including surface water, groundwater, rain runoff, foundation drain or other subsurface drainage including any unpolluted cooling water or unpolluted industrial process water into the Sewage Works of the Municipality.
- 8.6 The building sewer from the building to the Municipality's sewer service connection shall be connected to the building at an elevation below the foundation footings where existing grade will permit. No building sewer shall be laid parallel to any bearing wall within 1 metre of any bearing wall. The building sewer shall be laid at sufficient depth to afford protection from frost and at uniform grade and in straight alignment, wherever possible.
- 8.7 All excavations required for the installation of a building sewer shall be by open trench unless otherwise approved by the Inspector. All pipes shall be installed according to the Building Code and no back-fill shall be placed until the work has been inspected to ensure compliance. All connections and joints shall be gas-tight and watertight and all joints shall be made with approved jointing materials.
- 8.8 All connections of the sewer service connections into the public sewer shall be made at a "Y" branch, if such branch is available at a suitable location. If the public sewer is twelve inches in diameter or less, and no property located "Y" branch is available an approved fitting shall be installed in the public sewer at the location specified by the Manager or Inspector. Where the public sewer is greater than twelve inches in diameter, and no properly located "Y" branch is available, a hole shall be drilled into the public sewer using approved equipment to receive the sewer service connection, with entry in the downstream direction at an angle of about forty-five degrees. A forty-five degree fitting shall be used to make such connection, with the spigot end cut so as not to extend past the inner surface of the public sewer. The invert of the sewer service connection at the point of connection shall be at springline or at a higher elevation. A smooth, neat joint shall be made, and the connection made secure and watertight. Special fittings approved by the Inspector shall be used for the connection.
- 8.9 The applicant for the sewer service connection permit shall give at least 48 hours notice to the Inspector when the building sewer is ready for inspection and connection to the sewer service connection. The connection shall be made under the supervision of the Inspector or his representatives.
- 8.10 All excavations for building sewer installations shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets,

sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Municipality.

- 8.11 Only 45-degree elbows or bends shall be used in the building sewer where an elbow is required and in no event shall a 90-degree angle be permitted.

9. ENFORCEMENT/PENALTIES

- 9.1 Any person authorized by the corporation for that purpose has free access, at all reasonable times, and upon reasonable notice given and request made, to all parts of every building or other premises to which any public utility is supplied for the purpose of inspecting or repairing, or of altering or disconnecting any service pipe or connection within or without the building as he or she considers expedient and for that purpose or for the purpose of protecting or regulating the use of the meter, may set it or alter the position of it, or of any pipe, wire, rod, connection or tap, and may alter or disconnect any service pipe.
- 9.2 Where a consumer discontinues the use of the public utility, or the corporation lawfully refuses to continue any longer to supply it. The officers and servants of the corporation may, at all reasonable times enter the premises in or upon which the consumer was supplied with the public utility, for the purpose of cutting off the supply of the utility or of making an inspection from time to time to determine whether the utility has been or is being unlawfully used for the purpose of removing there from any fixtures, machines, apparatus, meters, pipes or other things being the property of the corporation in or upon the premises and may remove the same there from doing no necessary damage.
- 9.3 if any damage or injury is done to the main pipes or conduits of such person, or is occasioned in the maintenance of them, by reason of the main pipes or conduits being laid down at a distance less than two metres from the main pipes or conduits of such person, no action lies in respect thereof, but the corporation or company doing such damage or injury shall make due compensation thereof, and any question or dispute as to such damage or injury having been so done or occasioned, or as to the amount of compensation shall be determined by arbitration and the provisions of the Municipal Arbitrations Act apply with necessary modifications.
- 9.4 The person claiming damages shall within one month after the expiration of any calendar year in which the person claims that any such damage or injury has been so done or occasioned give notice in writing to the corporation of the claim and the particulars thereof and upon failure to do so the right to compensation in respect of the damage or injury done or occasioned during that calendar year is forever barred.
- 9.5 In addition to any other provisions of this by-law or other remedies or recoveries, any person who contravenes any provision of this By-Law is guilty of an offence and is liable to a penalty as set out in Schedule B; plus the cost of restoration (repair). For any contravention of those infractions set out in Schedule "B" to this by-law the minimum penalty shall be set out

and the set fine shall be the amount approved under the Provincial Offences Act, as amended.

10. ADDITIONAL CONNECTION REQUIREMENTS

10.1 FOOD RELATED OIL AND GREASE INTERCEPTORS

- a) Every owner or operator of a restaurant or other industrial, commercial or institutional premises where food is cooked, processed or prepared, for which premises is connected directly or indirectly to a sewer shall:
 - i) ensure that oil or grease are prevented from entering the storm or sanitary sewer in excess of the provisions of this By-Law;
 - ii) ensure that oil or grease interceptors do not discharge to storm sewers;
 - iii) install, operate, and properly maintain an oil and grease interceptor in any pipe system at its premises that connects directly or indirectly to a sewer;
 - iv) ensure that the oil and grease interceptors are installed in compliance with the requirements of the *Building Code*;
 - v) ensure that all interceptors are maintained according to the manufacturer's recommendations;
 - vi) clean traps before thickness of the organic material and solids residuals is greater than twenty-five percent of the available volume; cleaning frequency shall be at least once annually. Maintenance requirements shall be posted in the workplace in proximity to the grease interceptor;
 - vii) ensure that a maintenance and record of maintenance is submitted to the Manager upon request for each interceptor installed;
 - viii) maintain the document of proof for interceptor clean-out and oil and grease disposal for a minimum of two years and shall retain the most current document of proof for inspections purposes.

10.1 VEHICLE AND EQUIPMENT SERVICE OIL AND GREASE INTERCEPTORS

- a) Every owner or operator of a motor vehicle or equipment service station, repair shop, garage or of an industrial, commercial, institutional premises, or any other establishment where motor vehicles are repaired, lubricated or maintained, car washes, and where the sanitary discharge is directly or indirectly connected to a sewer shall:
 - i) install an oil and grease interceptor designed to prevent motor oil and lubricating grease from passing into the drainage piping which is connected directly or indirectly to a sewer in excess of the limits in this By-Law;
 - ii) install, operate and properly maintain an oil and grease interceptor in any piping system at its premises that connects directly or indirectly to a sewer;
 - iii) ensure that the oil and grease interceptors are installed in compliance with the requirements of the *Building Code* and ensure that oil and grease interceptors are maintained in good

working order and according to the manufacturer's recommendations;

- iv) inspect oil and grease interceptors regularly to ensure performance is maintained to the manufacturer's specifications for performance and to ensure the surface oil and sediment levels do not exceed the recommended level;
 - v) ensure that the oil and grease interceptor is cleaned at least once annually;
 - vi) ensure a maintenance and record of maintenance is submitted to the Manager upon request for each oil and grease interceptor installed;
 - vii) keep the documents of proof for the interceptor clean-out and oil and grease disposal for a minimum of two years and shall retain the most current document of proof for inspection purposes.
- b) In the case of failure to adequately maintain the oil and grease interceptor to the satisfaction of the Manager, the Manager may require an alarmed monitoring device to be installed, at the expense of the owner.
- c) No person shall use solvents, hot water or other agents to facilitate the passage of oil and grease through the interceptor to which this Section applies.

10.2 SEDIMENT INTERCEPTOR

- a) Every owner or operator of premises from which sediment may directly or indirectly enter a sewer, including but not limited to premises using a ramp drain or area drain and car and vehicle wash establishments, shall:
- i) ensure that such sediment is prevented from entering the drain or sewer;
 - ii) ensure that catchbasins installed on private property for the purposes of collecting storm water and carrying it into the storm sewer shall be equipped with an interceptor;
 - iii) ensure that all sediment interceptors are maintained in good working order and according to manufacturer's recommendations;
 - iv) ensure that all sediment interceptors are tested regularly to ensure performance is maintained to the manufacturer's specifications for performance;
 - v) ensure that annual maintenance and inspection records are provided to the Township upon request;
 - vi) maintain all documentation of the interceptor clean-out and sediment disposal for a minimum of two years and shall retain the most current document of proof for inspections purposes;
 - vii) submit documentation to the Manager upon request for each sediment interceptor installed.

10.3 DENTAL WASTE AMALGAM SEPARATORS

- a) Every dental practice shall comply with the *Dentistry Act, 1991, S.O. 1991, c.24*, and the regulations made there under, as amended from time to time, for the management and disposal of amalgam waste.
- b) A maintenance and record of maintenance shall be submitted to the Manager upon request for each dental amalgam separator installed.
- c) A record of inspection and any documentation related to the installation of a dental amalgam separator shall be submitted to the Manager upon request for each dental amalgam separator installed.

11.0 **THAT** By-Law 23-14, or parts any of by-law inconsistent with this by-law are hereby repealed.

11.1 **THAT** this by-law shall come into force and effect upon the date of final reading thereof

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

READ A FIRST AND SECOND TIME THIS 13TH DAY OF JUNE 2016

MAYOR: 

CLERK: 

READ A THIRD AND FINAL TIME THIS 11TH DAY OF JULY 2016

MAYOR: 

CLERK: 

SCHEDULE "A"

REGULATIONS FOR SEWAGE AND WATER CONNECTIONS

Note: Please disregard those points that do not apply to your specific situation.

1. A sewer and water connection permit is required before the installation can proceed.
2. A minimum of forty-eight (48) hours notice must be given to the Municipality of the Township of South Glengarry before a connection can commence.
3. All necessary equipment to complete the connections must be on the site before the actual excavation begins. The Municipal inspector will verify this.
4. The Municipality requires that once a connection has begun it must be followed through to completion without interruption or delay.
5. The following equipment must be on site before the installation of the service laterals begins:
 - a) A trash pump of equivalent with sufficient discharge and suction line is required.
 - b) A ladder in order to enter the trench or trenches.
 - c) All necessary materials to complete installation, including all necessary fittings.
 - i. Sewer Pipes 1-PVC SDR 35 B182 – 1
2-PVC SDR 28 B181 – 2
 - ii. Water Pipes 20 mm PEX Blue 904 SDR9 160 psi (IPEX Inc.)

Note: Water pipe must be one continuous length from water main to curb stop

- d) Inflatable ball with sufficient air line to reach the top of the stand pipe and air pump (for testing)
- e) 22 ½ -degree elbows or sweeping bends shall be used for the sewage line where an elbow is required. 90-degree elbows are not permitted.
- f) Sufficient crushed 19 mm stone or sand must be immediately available on site to complete the work.
- g) A trench compactor.

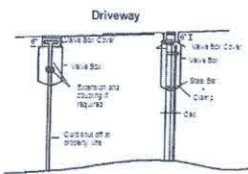
6. At no time during the installation of the sewage line shall ground water or any foreign material be allowed to enter the sanitary sewer system.
7. If both sewer and water lines are to be run in the same trench there must be a minimum of 50 cm between the two lines. (At no time shall one line be placed above the other)
8. Before any lines are laid, a minimum of 150 mm of compacted 19 mm crushed stone or sand must be placed in the trench. Crushed stone shall be used in areas where water is a problem.
9. All excavations must be carried out as identified under the *Occupational Health and Safety Act*. Including the following:
 - a) All dirt removed from the trench must be kept at a minimum 60 cm from the edge of the trench.
 - b) A trench box must be used for all trenches in excess of 1.2 metre mark.
 - c) It's at the inspectors' discretion that any work site that is determined to be unsafe shall be ceased.
10. Inspection and testing of all lines must be completed before any pipe is covered.
11. If a connection is to be made to a pressurized water main, it shall be completed using the proper tools and equipment and by a qualified person. A pressurized tap and/or a sewer saddle shall be used where applicable.
12. Testing of the sewer line must be completed by inserting an inflatable ball downstream of the flushing "Y" and then filling the complete line with potable water. The test has duration of fifteen (15) minutes. The testing procedure is THE RESPONSIBILITY OF THE INSTALLER.
13. Testing of the water line is completed by installing a value on the end of the water line inside the house, opening the curb stop, bleeding out air and the checking for leaks.
14. Upon completion of testing and inspection, lines shall be covered with a minimum of 300 mm of 19 mm crushed stone or sand. In cases where the water or sewage lines are shallow, 50 mm Styrofoam shall be placed 60 cm above the pipe.
15. The sewage clean out shall have a riser of same pipe diameter that extends 300 mm and capped to prevent any foreign material or ground water from entering the sanitary sewer system.
16. A tracer wire (12 gauge TWU solid wire) shall be mechanically fastened to the sewer pipe and shall run the entire length of the sanitary sewer trench. It shall terminate 50 mm above the ground at the point where the sewer pipe enters the building. A similar tracer wire shall be used when using a polyethylene pipe for a water service.
17. Sewer pipes running from the property line to the building (sanitary building sewer) may be reduced by 1" diameter in relation to the sewer pipe running to the property line (public sewer). However, at no time shall there be a pipe less than four (4) inches in diameter utilized.

18. If the water lines are located in a driveway, or any paved area, valve box casings shall be installed around the curb stop. A bibby criox valve box or equal shall be used (see attachment A).
19. Where a sewage or water line is to be connected to a new home where no previous services lines to the property exist, the homeowner must accept responsibility for the costs related to run the laterals from the mains to property line. All road surfaces etc. are to be restored to their original condition within sixty (60) days.
20. Should damage to the curb stop or sewer clean out occur during back filling or construction, the homeowner shall incur the costs relating to the repair or these damages.
21. See attachment 'B' for a typical 5 inch to 4 inch sewer line connection.

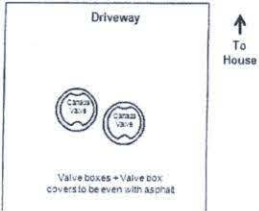
Note: NO CONNECTIONS SHALL BE COMPLETED ON FRIDAYS, WEEKENDS OR STATUARY HOLIDAYS.

If there are any questions or concerns please do not hesitate to contact the Director of Water/Waste Water Operations from our office at 613-931-3036 or the Chief Building Official at 613-347-1166.

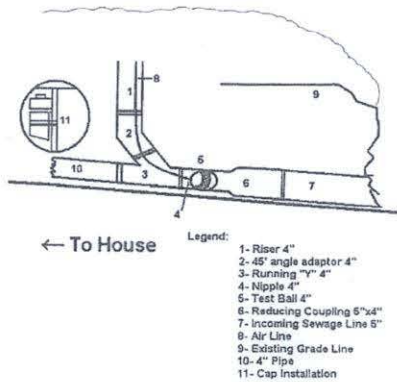
In the event of a semi Detached Dwelling or any type of Row House Development, at no time shall there be a Siamese connection. A separate connection for each dwelling shall be required and subject to item 19 above.



SIDE VIEW



TOP VIEW



8 REGULAR STYLE 5 1/4" - 130mm SLIDE VALVE BOXES - COMPONENTS

COMPONENTS		COVER		GUIDE PLATE		TOP		BELL BOTTOM		EXTENSIONS	
CODE	FIG.#	CODE	FIG.#	CODE	FIG.#	CODE	FIG.#	CODE	FIG.#	CODE	FIG.#
VB2000	1	VB2025	1	VB2075	1	VB2025	1	VB2025L	1	VB2025	1
VB2100	1	VB2125	1	VB2175	1	VB2125L	1	VB2125L	1	VB2125	1
VB2200	1	VB2225	1	VB2275	1	VB2225L	1	VB2225L	1	VB2225	1
VB2300	1	VB2325	1	VB2375	1	VB2325L	1	VB2325L	1	VB2325	1
VB2400	1	VB2425	1	VB2475	1	VB2425L	1	VB2425L	1	VB2425	1
VB2500	1	VB2525	1	VB2575	1	VB2525L	1	VB2525L	1	VB2525	1
VB2600	1	VB2625	1	VB2675	1	VB2625L	1	VB2625L	1	VB2625	1
VB2700	1	VB2725	1	VB2775	1	VB2725L	1	VB2725L	1	VB2725	1

TOP

BELL BOTTOM

EXTENSION

Code	Fig.#	Weight (lb)	Weight (kg)
7347	VB2025	37	17

Code	Fig.#	Weight (lb)	Weight (kg)
7351	VB2025L	35	16
7352	VB2025L	53	24
7353	VB2025L	61	28

COVER

GUIDE PLATE

Code	Fig.#	Weight (lb)	Weight (kg)
7362	VB2025	17	8

Code	Fig.#	Weight (lb)	Weight (kg)
7339	VB2025	3	1

See page 12 for optional components 5 1/4" - 130 mm

RANSOM INDUSTRIES



BIBBY-STE-CROIX

SCHEDULE "B"

SERVICE CHARGES & PENALTIES

1. Water Supply Turn-On/Off \$ 50.00 each
During Regular Business Hours
2. Water Supply Turn-On/Off \$ 100.00 each
After Regular Business Hours
3. Contravention of any provision of By-Law 49-16
\$1,000.00

THE TOWN OF COCHRANE

171 Fourth Avenue
Cochrane, Ontario, Canada, P0L 1C0
T: 705-272-4361 | F: 705-272-6068
E: townhall@cochraneontario.com



ONTARIO, CA

COCHRANE
WONDERFULLY UNEXPECTED

"Via Email: attorneygeneral@ontario.ca"

March 2, 2022

The Honourable Doug Downey
Ministry of the Attorney General
McMurtry-Scott Building
720 Bay Street, 11th floor
Toronto, Ontario
M7A 2S9

Dear Honourable Minister:

Re: Joint and Several Liability Reform

This will serve to advise you that Council, at its regular meeting held Tuesday, February 22, 2022, passed the following resolution in support of The Corporation of the Township of South Glengarry's resolution pertaining to the above noted:

" Resolution No. 80-2022

Moved by: Councillor Robert Hutchinson Seconded by: Councillor Desmond O'Connor

BE IT RESOLVED THAT the Council of the Corporation of the Town of Cochrane endorses and supports the resolution from the Corporation of the Township of South Glengarry regarding Joint and Several Liability.
CARRIED"

Your attention to this matter is greatly appreciated!

Yours truly,

THE CORPORATION OF THE TOWN OF COCHRANE

Alice Mercier

Clerk

AM/js

c.c: The Honourable Steve Clark, The Minister of Municipal Affairs and Housing - minister.mah@ontario.ca

John Vanthof, MPP - jvanthof-gp@ndp.on.ca

Jamie McGarvey, AMO President - amopresident@amo.on.ca

The Corporation of the Township of South Glengarry, Clerk - kcampeau@southglengarry.com





CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Stephanie Jaworski

RESOLUTION NO 37-2022

SECONDED BY Martin Lang

DATE February 7, 2022

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

AND WHEREAS the ability to provide those services is negatively impacted by exponentially rising insurance costs;

AND WHEREAS one driver of rising insurance costs is the legal principle of 'joint and several liability', which assigns disproportionate liability to municipalities for an incident relative to their responsibility for it;

AND WHEREAS the Government of Ontario has the authority and responsibility for the legal framework of 'joint and several liability';

AND WHEREAS the Premier of Ontario committed to review the issue in 2018 with a view to helping municipal governments manage their risks and costs;

AND WHEREAS the Association of Municipalities of Ontario, on behalf of municipal governments, has provided recommendations to align municipal liability with the proportionate responsibility for incidents and capping awards;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of South Glengarry hereby supports AMO's recommendations;

THAT the Township of South Glengarry calls on the Attorney General of Ontario to work with municipal governments to put forward a plan of action to address 'joint and several liability' before the end of the government's current term so that municipalities can continue to offer high quality services to their communities;

AND FURTHERMORE that this resolution be forwarded to the Attorney General of Ontario, the Minister of Municipal Affairs and Housing, MPP Jim McDonell, the Association of Municipalities of Ontario and all Ontario municipalities.



☒ CARRIED

☐ DEFEATED

☐ POSTPONED

Mayor Lyle Warden

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



THE CORPORATION OF THE TOWN OF LAURENTIAN HILLS

34465 HIGHWAY NO. 17, POINT ALEXANDER, R. R. # 1, DEEP RIVER, ONTARIO K0J 1P0

March 1, 2022

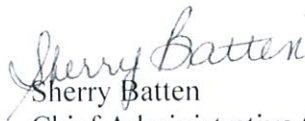


Hon. Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Dear Premier Ford:

By their resolution attached the Council of the Town of Laurentian Hills does endorse the resolution from the Township of Glengarry, the Corporation of the Town of Bracebridge and the Municipality of Central Elgin regarding Joint and Several Liability.

Yours truly,


Sherry Batten

Chief Administrative Officer/Clerk

cc Attorney General of Ontario
Minister of Municipal Affairs and Housing
Mr. John Yakabuski, M.P.P.,
Renfrew-Nipissing-Pembroke
AMO
Township of South Glengarry
Town of Bracebridge
Municipality of Central Elgin



THE CORPORATION OF THE TOWN OF
LAURENTIAN HILLS

34465 HIGHWAY NO. 17, POINT ALEXANDER, R.R. # 1, DEEP RIVER, ONTARIO K0J 1P0

Moved by:

A handwritten signature in black ink, appearing to be "J. H.", written over a horizontal line.

Seconded by:

A handwritten signature in black ink, appearing to be "Bruce Baucher", written over a horizontal line.

Resolution No. 21 -22

Date: 16 February, 2022

Be it Hereby Resolved That:

the resolution from the Township of Glengarry, the Corporation of the Town of Bracebridge and the Municipality of Central Elgin regarding Joint and Several Liability be:

filed

A circular stamp with the word "endorsed" written inside. The stamp is slightly faded and has a dotted border.

Carried / Defeated

A handwritten signature in black ink, appearing to be "M. W. K...", written over a horizontal line.
Mayor



THE CORPORATION OF THE TOWN OF LAURENTIAN HILLS

34465 HIGHWAY NO. 17, POINT ALEXANDER, R. R. # 1, DEEP RIVER, ONTARIO K0J 1P0



March 1, 2022

Hon. Ross Romano,
Ministry of Government and Consumer Services
777 Bay Street, 5th floor
Toronto, Ontario
M5B 2H7

Hon. Romano;

By their resolution attached the Council of the Town of Laurentian Hills does endorse the resolution from the Township of Glengarry regarding regulations surrounding municipal requirements to take over and maintain abandoned cemeteries.

Yours truly,

A handwritten signature in cursive script that reads 'Sherry Batten'.

Sherry Batten
Chief Administrative Officer/Clerk

cc ROMA
Eastern Ontario Wardens Caucus
Mr. John Yakabuski, M.P.P.,
Renfrew-Nipissing-Pembroke
Township of South Glengarry



THE CORPORATION OF THE TOWN OF
LAURENTIAN HILLS

34465 HIGHWAY NO. 17, POINT ALEXANDER, R.R. # 1, DEEP RIVER, ONTARIO K0J 1P0

Moved by:

Bruce Bouché

Seconded by:

P. Blomfield

Resolution No. *22* -22

Date: 16 February, 2022

Be it Hereby Resolved That:

the Resolution from the Township of Glengarry regarding regulations surrounding municipal requirements to take over and maintain abandoned cemeteries be:

filed

endorsed

Carried / Defeated

John W. Bouché

Mayor

Policy Division

Division de la politique

Director's Office
Crown Forests and Lands Policy Branch
70 Foster Drive, 3rd Floor
Sault Ste. Marie, ON P6A 6V5

Bureau du directeur
Direction des politiques relatives aux forêts et
aux terres de la Couronne
70, rue Foster, 3^e étage
Sault Sainte Marie, ON P6A 6V5

March 03, 2022

Re: Seeking input about the use of floating accommodations on waterways over
Ontario's public lands

Greetings,

The Ministry of Northern Development, Mines, Natural Resources and Forestry (NDMNRF) would like to make you aware of a Bulletin recently posted to the Environmental Registry of Ontario [<https://ero.ontario.ca/notice/019-5119>].

We are seeking to engage municipalities on potential ideas and approaches to manage “camping” and the use of floating accommodations on waterways over Ontario’s public lands. The ministry is seeing increased interest in the use of waterways by various types of vessels (i.e., watercrafts equipped for overnight accommodation). In some cases, the ministry has heard concerns relating to vessels that are primarily designed for accommodation and not navigation.

We are seeking input from the public, Indigenous communities, and municipal associations, and various stakeholders including your organization **by April 19, 2022**.

Input from this process will inform consideration of potential future changes intended to address growing concerns around the impacts of this activity on Ontario waterways and those who use them.

Please note, no regulatory changes are being proposed at this time. Any regulatory or policy changes that may be considered in the future would be posted on the Environmental Registry for consultation purposes.

If you have any questions, please reach out to Julie Reeder, Sr. Program Advisor, Crown Lands Policy Section at Julie.reeder@ontario.ca.

Sincerely,

Peter D. Henry, R.P.F.
Director
Crown Forests and Lands Policy Branch

- c. Pauline Desroches, Manager, Crown Lands Policy Section
Julie Reeder, Sr. Program Advisor, Crown Lands Policy Section



THE TOWNSHIP OF
WOOLWICH

BOX 158, 24 CHURCH ST. W.
ELMIRA, ONTARIO N3B 2Z6
TEL. 519-669-1647 / 1-877-969-0094
COUNCIL/CAO/CLERKS FAX 519-669-1820
PLANNING/ENGINEERING/BUILDING FAX 519-669-4669
FINANCE/RECREATION/FACILITIES FAX 519-669-9348

March 8, 2022

Prime Minister of Canada
Hon. Justin Trudeau
Office of the Prime Minister
80 Wellington Street
Ottawa, ON
K1A 0A2

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

Honorable Prime Minister Trudeau and Premier Ford:

RE: Resolution Passed by Woolwich Township Council – Mental Health Supports

This letter is to inform you that the Council of the Township of Woolwich endorsed the following resolution at their meeting held on March 7, 2022:

WHEREAS the Council of the Township of Woolwich (the "Township") has been an annual funding partner of Woolwich Counselling Centre to support local mental health counselling; and

WHEREAS Woolwich Counselling Centre is part of the broader Counselling Collaborative of Waterloo Region, a community-based partnership between six community counselling service providers within Waterloo Region; and

WHEREAS the COVID-19 pandemic has had a significant impact on individuals and families, both globally and locally, including immediate and ongoing mental health concerns; and

WHEREAS the Township is aware that there has been an average 39% increase in total client referrals, which includes a 71% increase in child and youth referrals, for government funded programs in 2021 across member organizations of the Counselling Collaborative of Waterloo Region, which has led to difficulty for the member organizations to keep up with the demand in terms of bringing on new qualified staff to support the substantial increase in local client needs; and

WHEREAS the Township believes local needs for mental health supports and difficulties in responding to this increased need is indicative of a broader issue across Ontario and is expected to continue in the future; and

WHEREAS the current provincial funding model for mental health support is fragmented across several ministries and programs;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Woolwich requests that the Government of Canada ensure appropriate and sustained funding is transferred to provinces for mental health purposes in their 2022 budget; and

THAT the Council of the Township of Woolwich requests the Government of Ontario to provide stable, reliable and predictable funding for mental health organizations in their 2022 budget; and

THAT this resolution be forwarded to the Prime Minister, the Federal Minister of Finance, the local Member of Parliament, the Federation of Canadian Municipalities (FCM), the Premier of Ontario, the Ontario Minister of Finance, the local Member of Provincial Parliament, the Association of Municipalities of Ontario (AMO) and other municipalities in Ontario.

Should you have any questions, please contact Alex Smyth, by email at asmyth@woolwich.ca or by phone at 519-669-6004.

Yours truly,



Jeff Smith
Municipal Clerk
Corporate Services
Township of Woolwich

cc. Chrystia Freeland, Deputy Prime Minister and Minister of Finance
Tim Louis, MP Kitchener-Conestogo
Federation of Canadian Municipalities
Peter Bethlenfalvy, Ontario Minister of Finance
Mike Harris, MPP Kitchener-Conestogo
Association of Municipalities in Ontario (AMO)
Municipalities in Ontario

January 17, 2022

Resolution 2022-01: Support for the Expansion of NOSM to address the urgent need for physicians in Northern Ontario.

Background:

There is a desperate shortage of physicians and health care professionals in Northwestern Ontario. The global pandemic has put a microscope on the inadequacies and vulnerabilities present in the health care system in northern communities with limited access to physicians and specialists. Northwestern Ontario is a vast geographic region, and many smaller communities are not equipped with their own hospitals or trained professionals. Therefore, residents from many municipalities must travel long distances to access health care services. Procuring and retaining skilled physicians that can respond to the unique and multifaceted health care needs of Northern communities is of vital importance and will translate to lives saved.

The Northern Ontario School of Medicine (NOSM), along with Lakehead and Laurentian universities, developed a unique and successful curriculum that resulted in highly trained physicians and specialists. A large portion of students complete their training in rural communities in Northwestern Ontario and many choose to stay and develop their practice. NOSM has proven highly successful at providing doctors for Northern Ontario.

Recommendation:

WHEREAS that the Northwestern Ontario Municipal Association recognizes the urgent need for physicians in Northern Ontario as it is experiencing a shortage of trained physicians and specialist physicians;

AND WHEREAS one in eight Northern residents do not have access to a family doctor and many must travel long distances to access health care services representing the failure of health care in Northern Ontario;

AND WHEREAS communities in Northern Ontario require access to equitable health care, especially underserved rural, Indigenous, and Francophone communities;

AND WHEREAS the expansion of physician training at NOSM is a way to encourage more physicians to come and work in Northern communities and care must be taken to encourage newly trained physicians to stay and contribute to the health care crisis in the North;

AND WHEREAS although highly successful at providing doctors for Northern Ontario, NOSM has fewer health care professionals' spots than the rest of Ontario medical schools and it would take at minimum, five NOSM graduating classes at sixty-four physicians per year to address the current shortage.

THEREFORE BE IT RESOLVED THAT with the announcement of NOSM becoming a free-standing University, the Northwestern Ontario Municipal Association requests that the Provincial Government and

the Ontario Medical Association immediately expand NOSM's capacity to meet the needs of Northern Ontario, with added MD positions, Residency positions (PGY 1, 3, and 4) and clinical teaching funding to the Northern Ontario Academic Medicine Association.

FURTHER BE IT RESOLVED THAT a copy of this resolution be forwarded to Premier Doug Ford, Minister of Colleges and Universities Jill Dunlop, Minister of Health Christine Elliot, MPP Victor Fedeli, The Leaders of the Opposition Parties, Ontario Medical Association, Northern School of Medicine, Northern Ontario Academic Medicine Association, Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), all Clerks and CAOs of NOMA.

Moved By: Wendy Brunetta

Seconded By: Rick Dumas

CARRIED



President

Cc: Hon. Jill Dunlop, Minister of Colleges and Universities
Hon. Christine Elliot, Minister of Health
Hon. Victor Fedeli, Minister of Economic Development, Job Creation & Trade
Hon. Steven Del Duca, Leader of the Ontario Liberal Party
Hon. Andrea Horwath, Leader of the Ontario NDP Party
Ontario Medical Association
Northern School of Medicine
Northern Ontario Academic Medicine Association
Association of Municipalities of Ontario
Federation of Northern Ontario Municipalities
All Clerks and CAOs of NOMA



Township of Chapple

MEETING DATE: 8 March 2022
RESOLUTION NUMBER: RES-7-2022





THAT the Township of Chapple supports the resolution from the Northwestern Ontario Municipal Association (NOMA) with regards to supporting the expansion of Northern Ontario School of Medicine (NOSM) to address the urgent need for physicians in Northern Ontario; and

BE IT RESOLVED that a copy of this resolution be forwarded to Premier Doug Ford, Minister of Colleges and Universities Jill Dunlop, Minister of Health Christine Elliot, Minister of Economic Development, Job Creation & Trade Victor Fedeli, local MP's and MPP's, Ontario Medical Association, Northern School of Medicine, Northern Ontario Academic Medicine Association, Association of Municipalities of Ontario (AMO) and the Federation of Northern Ontario Municipalities (FONOM).



Signature

DISPOSITION:

CARRIED. ✓



March 11, 2022

Right Honourable Justin Trudeau
Prime Minister of Canada
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

Dear Right Honourable Justin Trudeau:

On March 8, 2022, Council for the Town of Mono passed the following resolution calling on the federal government to provide greater support to Ukraine in their fight against the invasion of their sovereign territory by Russia.

Resolution #9-5-2022

Moved by Ralph Manktelow, Seconded by Fred Nix

WHEREAS Russia made an unprovoked attack on the people of Ukraine on the 24th day of February and continues to wage war;

WHEREAS the Town of Mono is aghast at this aggression, and the carnage that is happening to the Ukrainian people and their land;

WHEREAS we are alarmed at the implications to world security;

WHEREAS we know that our efforts as a small municipality are slight, but that collectively the many voices of the world have great power and can exert meaningful pressure on President Putin to stop this war;

AND THAT the Town of Mono strongly condemns Russia's attack on Ukraine;

AND THAT by this motion and by flying the Ukrainian Flag at the Town Hall, the Town of Mono extends a strong gesture of support to the Ukrainian people,

AND THAT we call on the Canadian Government without delay to provide greater material support, to exert maximum sanctions and pressure on Russia and to use all diplomatic means possible to end this war.

"Carried"

Respectfully,

Fred Simpson
Clerk

cc: Hon. Anita Anand, Minister of National Defence
Hon. Kyle Seebach, MP Dufferin-Caledon
Hon. Doug Ford, Premier of Ontario
Hon. Sylvia Jones, Solicitor General & MPP Dufferin-Caledon
All Ontario Municipalities

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 25-2021
FOR THE YEAR 2022**

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

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

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

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

1. **THAT** the action of the Council at its regular meeting of March 21, 2022 in respect to each motion passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law; and;
2. **THAT** the Mayor and the proper officers of the Township of South Glengarry are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and except where otherwise provided, The Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. **THAT** if due to the inclusion of a particular resolution or resolutions this By-law would be deemed invalid by a court of competent jurisdiction then Section 1 to this By-law shall be deemed to apply to all motions passed except those that would make this By-law invalid.
4. **THAT** where a “Confirming By-law” conflicts with other by-laws the other by-laws shall take precedence. Where a “Confirming By-law” conflicts with another “Confirming By-law” the most recent by-law shall take precedence.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND
SEALED IN OPEN COUNCIL THIS 21st DAY OF MARCH 2022.***

MAYOR: _____ **CLERK:** _____