

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

**Tuesday, August 2, 2022, 7:00 PM
Electronic Meeting**

	Pages
1. CALL TO ORDER	
2. O CANADA	
3. DISCLOSURE OF PECUNIARY INTEREST	
4. APPROVAL OF AGENDA	
Additions, Deletions or Amendments	
All matters listed under For Information Only, are considered to be routine and will be enacted by one motion. Should a Council member wish an alternative action from the proposed recommendation, the Council member shall request that this matter be moved to the appropriate section at this time.	
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11. CLOSED SESSION

BE IT RESOLVED THAT Council Convene to Closed Session to discuss the following item under section 239(2) of the Municipal Act S.O. 2001

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

(f) advice that is subject to solicitor-client privilege

Specifically: Legal Advice

12. CONFIRMING BY-LAW

12.a. Confirming By-law 56-2022

510

13. ADJOURNMENT

**TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING MINUTES**

**July 18, 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 CAO Tim Mills, Director of Corporate Services/Clerk Kelli
PRESENT: Campeau, GM Planning, Building & Enforcement Joanne
Haley, GM Infrastructure Services Sarah McDonald, GM Parks
Recreation and Culture Sherry-Lynn Servage, GM
Finance/Treasurer Michael Hudson, Fire Chief Dave
Robertson, Director of Water and Wastewater Dillen Seguin
and Deputy Clerk Crystal LeBrun.

1. CALL TO ORDER

Resolution No. 230-2022

Moved by Councillor Lang
Seconded by Councillor Luck

BE IT RESOLVED THAT the July 18, 2022 Council Meeting of the
Township of South Glengarry now be opened at 7:02 pm

CARRIED

2. O CANADA

3. DISCLOSURE OF PECUNIARY INTEREST

4. APPROVAL OF AGENDA

Items moved from the Consent Agenda to Items for Consideration:

9.a. Resolution – Ontario Amber Alert System

9.e. Firefighter Certification – Information Update

Resolution No. 231-2022

Moved by Councillor Luck
Seconded by Councillor McDonell

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

CARRIED

5. APPROVAL OF MINUTES

5.1 Previous Meeting Minutes- July 4, 2022

Resolution No. 232-2022

Moved by Councillor McDonell
Seconded by Deputy Mayor Jaworski

BE IT RESOLVED THAT the Minutes of the July 2022 Regular Council Meeting, including the closed session minutes, be adopted as circulated.

CARRIED

5.2 Public Meeting Minutes - July 4, 2022

Resolution No. 233-2022

Moved by Deputy Mayor Jaworski
Seconded by Councillor Lang

BE IT RESOLVED THAT the Minutes of the July 4, 2022 Public Meeting be adopted as circulated.

CARRIED

6. PRESENTATIONS AND DELEGATIONS

6.1 St. Lawrence River Institute- Beach Closings Beneficial Use Impairment (Georgia Bock)

7. ACTION REQUESTS

7.1 Records Management Agreement – StoneShare Inc. (K. Campeau)

Resolution No. 234-2022

Moved by Councillor Lang
Seconded by Councillor Luck

BE IT RESOLVED THAT Staff Report 110-2022 be received and that the Corporation of the Township of South Glengarry enter into an agreement with StoneShare Inc. relating to the implementation of a records management system and furthermore that the Mayor and Clerk be authorized to sign all applicable documents.

CARRIED

7.2 GrantMatch – Summary of Grants and Service Fees (T. Mills)

Resolution No. 235-2022

Moved by Councillor Luck
Seconded by Councillor McDonell

BE IT RESOLVED THAT Staff Report 111-2022 be received and that Council hereby direct Administration to continue working with GrantMatch on an as-needed basis to secure grant funding for capital projects, resources and services and furthermore Council approves the re-allocation of \$174,223.50 to General Government Administration Consulting Fees from the following accounts:

\$32,000 from the North Lancaster Park Capital Expenditure Account

\$21,060 from the Martintown Community Centre Capital Expenditure Account

\$121,163.50 from General Reserves

7.3 Mass Notification System – Quotes by Invitation (S. McDonald)

Resolution No. 236-2022

Moved by Councillor McDonell

Seconded by Deputy Mayor Jaworski

BE IT RESOLVED THAT Staff Report 112-2022 be received and that the Township of South Glengarry enter into an agreement with Voyent Alert! For a 2-year term and furthermore that the Mayor and Clerk be authorized to sign all applicable documents.

CARRIED

7.4 Temporary Road Closure of William St. & Heron Rd. (S. McDonald)

Resolution No. 237-2022

Moved by Deputy Mayor Jaworski

Seconded by Councillor Lang

BE IT RESOLVED THAT Staff Report 113-2022 be received and that the Council of the Township of South Glengarry approve the temporary 5.5 km closure of William Street and Heron Road for the sole purpose of the Great Raisin River Footrace event on August 7, 2022.

CARRIED

7.5 Knight Official Plan Amendment (J. Haley)

Resolution No. 238-2022

Moved by Councillor Lang

Seconded by Councillor McDonell

BE IT RESOLVED THAT Staff Report 114-2022 be received and that Council of the Township of South Glengarry recommend to the United Counties of Stormont, Dundas and Glengarry to approve the proposed Official Plan Amendment for the property legally described as East Part of Lot 24, Concession 1 Front, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry, also known as 18645 Prevost Point Road to permit the approval of a Consent application under the Ontario Planning Act to create a new building lot fronting onto a private road known as Prevost Point Road.

CARRIED

8. BY-LAWS

8.1 Arch Corporation Zoning By-law Amendment (J. Haley)

Resolution No. 239-2022

Moved by Councillor McDonell

Seconded by Deputy Mayor Jaworski

BE IT RESOLVED THAT Staff Report 115-2022 be received and By-law 50-2022, being by-law to amend By-law 38-09, the comprehensive Zoning By-law for the Township of South Glengarry to rezone the property legally described as Part of Block D, Registered Plan 26, in the geographic Village of Lancaster, now in the Township of South Glengarry, County of Glengarry from from Residential Two- Low Density (R-2), to Institutional, Exception Two (IN-2), to permit a maximum building height of 14 meters to accommodate a proposed long term care facility be read a first, second and third time, passed, signed and sealed in open council this 18th day of July, 2022. The Council of the Township of South Glengarry confirms that that no public comments were received on this application and therefore there was no effect on the decision.

CARRIED

8.2 Appoint Compliance Audit Committee (K. Campeau)

Resolution No. 240-2020

Moved by Deputy Mayor Jaworski
Seconded by Councillor Luck

BE IT RESOLVED THAT Staff Report 116-2022 be received and that By-law 49-2022, being a by-law to appoint members to the Stormont Dundas and Glengarry Compliance Audit Committee and to adopt Terms of Reference for the Committee be read a first, second and third time, passed, signed and sealed in open Council this 18th day of July, 2022.

CARRIED

9. CONSENT AGENDA

Resolution No. 241-2022

Moved by Councillor Luck
Seconded by Councillor Lang

BE IT RESOLVED THAT the Council of the Township of South Glengarry accept the Consent Agenda.

CARRIED

9.1 Resolution - Ontario Wildlife Damage Compensation Program - Municipality of Tweed

9.2 Resolution - Removal of Municipal Councillors - Owen Sound

9.3 SDG County Council Draft Minutes - June 30 2022

10. ITEMS FOR CONSIDERATION

10.1 Resolution - Ontario Amber Alert System - Municipality of Brighton

Deputy Mayor Jaworski requested that a resolution come forward at the next Council meeting.

10.2 Firefighter Certification - Information Update

11. CLOSED SESSION

Resolution No. 242-2022

Moved by Councillor Lang
Seconded by Councillor McDonell

BE IT RESOLVED THAT Council convene to Closed Session at 8:07 pm to discuss the following items under Section 239 (2) of the Municipal Act 2001;

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

(c) a proposed or pending disposition or acquisition of land

-Specifically: Staff Report 117-2022 – Potential Acquisition

CARRIED

Resolution No. 243-2022

Moved by Councillor McDonell
Seconded by Deputy Mayor Jaworski

BE IT RESOLVED THAT Council rise and reconvene at 8:28 pm into open session without reporting.

CARRIED

Resolution No. 244-2022

Moved by Deputy Mayor Jaworski
Seconded by Councillor Luck

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

CARRIED

12. CONFIRMING BY-LAW

12.1 51-2022 Confirming By-law

Resolution No. 245-2022

Moved by Councillor Luck
Seconded by Councillor Lang

BE IT RESOLVED THAT By-law 51-2022, being a by-law to adopt, confirm and ratify all matters dealt with by resolution be read a first, second and third time, passed, signed and sealed in open council this 18th day of July 2022.

CARRIED

13. ADJOURNMENT

Resolution No. 246-2022

Moved by Councillor Lang
Seconded by Deputy Mayor Jaworski

BE IT RESOLVED THAT the Council of the Township of South Glengarry adjourn to the call of the chair at 8:29 pm.

CARRIED

Mayor

Clerk

TOWNSHIP OF SOUTH GLENGARRY
PUBLIC MEETING MINUTES

July 18, 2022, 6:30 p.m.
Electronic Meeting

PRESENT: Mayor Warden, Deputy Mayor Jaworski, Councillor Lang,
Councillor McDonell and Councillor Luck

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

1. CALL TO ORDER

Moved by: Councillor McDonell

Seconded by: Deputy Mayor Jaworski

THAT the meeting be called to order.

2. APPROVAL OF AGENDA

The agenda was approved as circulated.

3. DECLARATION OF PECUNIARY INTEREST

3.1 Councillor Luck - Proposed Zoning Amendment - Vacant Land Condo

Employed by EVB Engineering.

4. NEW BUSINESS

4.1 Proposed Zoning Amendment - Vacant Land Condo

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

The subject vacant land condo and zoning by-law amendment is for the property Part of Lots K and L, Concession 1 Front, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry on the south side of County Road 2, Lancaster and on the west side of the Raisin River.

The purpose and effect of the proposed vacant land condominium is to create 9 condominium units and an associated common element. The common element will contain internal roadways and an open space for recreation purposes which includes an existing detached residential garage. The common elements will be managed and maintained by a condominium association. The proposed units will contain single detached dwellings that will be privately serviced and will be accessed from a single access off of County Road 2.

EVB Engineering - Josh Emon presented plans to Council

Jean Marc Gladu (20295 County Rd 2) expressed his desire to receive the Water Quality Report and peer review study. J. Eamon/J. Haley confirmed these reports can be provided once completed.

5. ADJOURNMENT

Moved by: Councillor McDonell

Seconded by: Councillor Lang
That the meeting be adjourned.

Mayor

Clerk

Parks and Recreation Master Plan

August 2022

SOUTH 
GLEN GARRY

Ontario's Celtic Heartland

Purpose of the Master Plan

- addresses the need for recreation programs, activities and events, facilities, parks and trails development and their delivery to residents to 2032
- applies community context, stakeholder input and broader trends to assess local needs
- makes recommendations for new/improved services and the role of the Township in facilitating community recreation opportunities
- provides an timeframe and estimated costs to implement the Plan

10 Year Timeframe

- important tool for budgeting purposes
- a high level, living document to be adjusted on an ongoing basis throughout the term of the plan
- recommendations may be advanced, delayed or amended to respond to changing circumstances, including staffing
- some initiatives may require additional community consultation to arrive at detailed plans and designs
- Council, in consultation with Township staff, will determine when and how initiatives are to be implemented
- comprehensive update in ten years

Master Plan Organization

- 1.0 Introduction and Scope
- 2.0 Community Context and Consultation
- 3.0 Trends in Parks and Recreation Services Provision
- 4.0 Programs, Activities and Events
- 5.0 Facilities
- 6.0 Parks and Trails
- 7.0 Service Delivery
- 8.0 Implementation Strategy
- Appendices

Planning Process

Background and Community Context

- geographic and socio-demographic characteristics
 - inventories: programs and events, facilities, parks and trails
 - service delivery: Township role, staff, volunteers, partners, plans, policies and practices
 - broader trends in recreation services provision
- Appendices

Planning Process

Community Consultation: winter 2022

- community consultation website: <https://www.sg-parksandrecplan.ca>.
- random resident household survey: 200
- online resident household survey: 317
- survey of volunteer program/service providers: 14 of 23 responded
- focus groups: 5
- interviews with municipal representatives: 11 Council & staff

Planning Process

Assessment and Recommendations

- **assessments:** existing situation + community input + trends = **recommendations > implementation strategy**
- programs, activities and events
- facilities
- parks and trails
- service delivery

Assessment Framework

- current population of 13,330, with anticipated growth to 13,900
- dispersed population/services across many settlement areas
- primarily rural, agricultural community
- Cornwall provides major recreation facilities and associated programs
- generally good supply of services, with some areas in need of development
- engaged, generally active community interested in - and willing to support - a range of parks and recreation experiences and facilities

Programs, Activities & Events

Key Directions

- further develop sport/fitness programs/activities
- focus on water-based recreation activities, court sports and outdoor ice activities are of most interest
- non-sport programming development should include areas of particular interest - visual arts, environmental, and artisanal pursuits, along with wellness, social activities and learning
- develop adult programming in both sport and non-sport

Programs, Activities & Events

Key Directions

- future planning and provision of community and visitor attractive events should:
 - align with the community's capacity to deliver them
 - combine themes that are South Glengarry specific
 - focus on those that are sustainable and essential to social and economic objectives

Facilities

Key Directions

- use all facilities/spaces - the ice pad, arena floor and halls
- to accommodate additional, amenable uses for future program/ activity development
- update/finalize 2011 options regarding arena expansion that address facility deficiencies to reflect current design and costs, and implement preferred option
- consult with arena users to investigate ways to accommodate unmet demand
- focus on rebuilding use of Green Valley Community Centre and North Lancaster Hall to provide services in these areas of the Township

Facilities

Key Directions

- monitor ball diamond and sports (soccer) field use to determine actual need in relation to supply, considering locational requirements and retaining a minimal number for potential re-uptake in baseball, softball, etc.
- fields that are not needed can be decommissioned or repurposed
- focus on improvements to remaining diamonds and fields

Facilities

Key Directions

- verify need for future facility expansion/upgrades (e.g., tennis, pickleball, volleyball courts) with confirmation of demand, before the Township commits to implementation
- prepare comprehensive studies on needed infrastructure upgrades to Glengarry, Nor'Westers & Loyalist Museum and the Glengarry Celtic Music Hall of Fame, and schedule for budgeting and completion

Parks and Trails

Key Directions

- continue to make required accessibility upgrades to parks (including playground safety, routes and wayfinding, seating, shade and bicycle parking) as part of ongoing maintenance and upgrades
- develop and implement Township-branded signage and wayfinding at parks, trails, facilities, heritage sites, natural spaces, and main arterials.
- develop a Parks and Trails Tree Strategy to guide the management of trees in parks and along trails in South Glengarry

Parks and Trails

Key Directions

- adopt the proposed municipal parks classification system based on park function to guide future decisions on planning, design, and programming/activation of these spaces and environmental protection and enhancement:
 - Active Park
 - Waterfront Park of Waterfront Access
 - Natural or Passive Park
 - Trails

Parks and Trails

Key Directions

- classification system applied to outlining development scopes or concepts for three parks - a new community serving waterfront park in South Lancaster, a new active park in Summerstown Estates and Glen Walter Waterfront Park
- implement improvements to individual parks and trails to upgrade aging infrastructure and/or introduce new features, accessibility and to integrate an environmentally focused approach to operations and use

Parks and Trails

Key Directions

- specific recommendations for improvements, upgrades and new amenities provided by park, including:
 - Glen Walter Regional Park - potential dog park, potential outdoor rink and splash pad, pending future municipal servicing, pathway lighting
 - Green Valley, Jack Danaher and Empey-Poirier Parks - upgrading/replacing existing playgrounds
 - Bernie MacDonnell Park - bridge and pathway upgrades

Parks and Trails

Key Directions

- implement pathway loops, shade, seating, managed naturalization, tree planting, etc. at a number of parks including Paul Rozon Memorial, Smithfield, North Lancaster Optimist, and Martintown Community Parks, in addition to others noted above

Parks and Trails

Key Directions

- conduct a Peanut Line Trail Study to resolve issues around use, access, trespass through stakeholder consultations, and inform future infrastructure work and estimated costs based on the preferred option and other relevant Township initiatives
- conduct trails master planning in conjunction with active transportation

Service Delivery

Key Contextual Variables

- largely indirect municipal role in parks and recreation services provision
- relatively small municipal parks, culture and recreation department working with a strong volunteer sector/ partners to develop and deliver services
- overall, residents/groups were complimentary about the Township's responsiveness to their needs and the amount of support they receive from Department staff
- level of service currently provided to the community is stretching the Township's capacity in terms of staff resources

Service Delivery

Key Directions

- conduct a review of Parks, Culture and Recreation Department operations to identify areas to streamline services, and need to increase Department staffing
- work internally and with community-based partners to revise approaches to service delivery and make the most of available capacity in day-to-day responsibilities, and through new/revised agreements and overarching policy
- in consultation with community, reconsider incremental user fees to help finance parks and recreation services.
- develop programs related to revenue generation to help finance parks and recreation services

Service Delivery

Key Directions

- continue to strengthen existing and develop new partnerships/collaborations in program/service provision
- explore optional programming models such as short-duration programs, try-its and program packages to develop new and diverse activity opportunities with Township facilitation and support
- to the extent possible, distribute programs, events and parks and facilities across the Township to balance supply, encourage residents interaction, optimize use of resources and improve locational access

Service Delivery

Key Directions

- use Master Plan survey results to follow up on expressed interest in volunteering and focus on post-pandemic opportunities to engage them
- institute joint planning sessions with community partners, and strengthen monitoring and evaluation processes with annual planning targets to allow outcomes to be measured and reported
- continue producing/enhancing both digital and print media information to promote/ communicate with residents about parks and recreation services, expanding coverage to include heritage and tours, and ‘What’s free to do in South Glengarry?’
- conduct a comprehensive review and update of the Master Plan in ten years

Implementation

Key Directions

- total of 94 recommendations, many of which build on each other or are interdependent
- to be detailed each year to align specific tasks with budgets, and set measurable objectives as part of the planning, evaluation and updating process
- includes an annual \$80,000 allowance for additional (part-time) staff in the areas of programming, operations and administrative assistance, to be clarified/allocated through the operations service review

Implementation

Estimated Costs/Timing Summary

Area of Recommendations	Timing				Total Cost
	Immediate	Short (Years 2-4)	Medium (Years 5-7)	Long (Years 8-10)	
PE: Programs and Events	-	-	-	-	-
FS: Facilities	\$25,000	\$75,000	-	-	\$100,000
PT: Parks and Trails	\$40,000	\$727,000	\$858,000	\$870,000	\$2,495,000
SD: Service Delivery	\$120,000	\$240,000	\$240,000	\$315,000	\$915,000
Total Cost	\$145,000	\$1,042,000	\$1,098,000	\$1,185,000	\$3,470,000

- an additional \$563,000 in capital costs is estimated for projects that are totally contingent on funding becoming available, and these are not included in the above table
- includes only initiatives for which discrete, order of magnitude estimates could be provided. Process and operational recommendations that will be assigned to staff, or recommendations that require additional investigation by the Township to confirm costs, are not included

Summary

- provides direction on all areas of parks and recreation services to 2032
- tool for planning and budgeting purposes
- must be viewed as a living document to be updated and adjusted annually with a major review/update in 10 years
- recommendations may be advanced, delayed or amended to address changing circumstances
- initiatives may be subject to additional community consultation in their implementation
- Council, working with Township staff, will activate Plan

Thank you.

**Mehak, Kelly & Associates in
association with think design
and Oraclepoll Research**

Questions & Discussion



STAFF REPORT

S.R. No. 118-2022

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: August 2, 2022

SUBJECT: Parks and Recreation Master Plan – Acceptance of Report

BACKGROUND:

1. Mehak, Kelly and Associates were retained by the Township to conduct the Parks and Recreation Master Plan. The consultants also worked with thinc Design and Oraclepoll Research Inc. to create the report with their expertise in planning and consultation.
2. Administration worked with the consultants to provide background information through site visits, file sharing and ongoing meetings throughout the process.
3. Extensive consultation methods were utilized in order to build a plan that suited the needs of the community while also following strategic planning methods that align with the department's resources. The project timeline is described below
 - Phase 1: Project Initiation and Background Research - Fall 2021 and Winter 2021
 - Phase 2: Community Consultation – Winter 2021/2022 to Spring 2022
 - Phase 3: Assessments and Recommendations – Spring to Summer 2022
 - Phase 4: Prepare Parks and Recreation Master Plan – Summer 2022

ANALYSIS:

4. Mehak, Kelly and Associates have completed the Parks and Recreation Master Plan for the Township and it outlines a strategic plan for the next 10 years.
5. Master Plans provide the necessary framework to manage parks, trails, open spaces, programs and all other recreational elements in a cost-effective manner that is consistent with the Township's strategic goals. It also identifies current trends and conducts an analysis of community demographics and population statistics to help guide the needs of the Township.

6. The Master Plan will become a roadmap for the department to follow when updating and creating parks, trails, facilities and programs. In addition, it will help identify the needs and resources required in order to execute the items in the plan.
7. With the previous plan being completed in 2006, it is important that Township moves forward with an updated plan to help guide the department into 2032.

IMPACT ON 2022 BUDGET:

8. The Parks and Recreation Master Plan was included in the 2022 budget.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 3: Strengthen the effectiveness and efficiency of our organization

Goal 4: Improve quality of life in our community

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 118-2022 be received, and that the Parks and Recreation Master Plan be accepted by the Council of the Township of South Glengarry.

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

FINAL DRAFT

**SOUTH
GLENGARRY**



Ontario's Celtic Heartland

Township of
South Glengarry

Parks and Recreation Master Plan

August 2022

Prepared by Mehak, Kelly & Associates in association with thinc design and Oraclepoll Research for the Township of South Glengarry.

August 2022

Land Acknowledgement

The Township of South Glengarry acknowledges that it exists on lands that have been inhabited by Indigenous peoples from the beginning.

We are grateful for the opportunity to live here and we thank all the generations of people who have taken care of this land before us.

We acknowledge we are living on the traditional territory of the Akwesasne Mohawks and their ancestors. These lands and waterways connect to vast traditional areas of the Haudenosaunee (Iroquois), Algonquin, Huron-Wendat, and Abenaki Peoples.

Township Acknowledgement

We thank all community members who shared their ideas, aspirations and insights through the consultation activities.

We would also like to thank following staff members who contributed their time, knowledge and expertise to developing the Township of South Glengarry Parks and Recreation Master Plan.

Tim Mills, Chief Administration Officer

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

Cathy Macdonell, Recreation Facilitator

Dylan Rourke, Lead Hand

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Executive Summary

Master Plan Purpose and Framework

The Township of South Glengarry Parks and Recreation Master Plan is a high-level, living document that addresses the need for recreation programs and events, facilities, parks and trails, and their delivery to South Glengarry residents until the end of its timeframe - 2032. It was developed within a framework comprising the following parameters and characteristics:

- a current population of 13,330, with anticipated minimal growth to 13,900
- dispersed population and services across many settlement areas
- a primarily rural, agricultural community
- reliance on Cornwall for major recreation facilities and associated programs
- a largely indirect municipal role in parks and recreation services provision
- a relatively small municipal parks, culture and recreation department working with a strong volunteer sector/partners to develop and deliver services
- a generally good supply of services, with some areas in need of development
- an engaged, generally active community interested in - and willing to support - a range of parks and recreation experiences

Overview of Future Directions

Programs, Activities and Events

Programs, activities and events available in South Glengarry comprise a good supply of year-round opportunities for males, females, and family participation. Programs and events in the areas of culture and heritage are also well represented, especially in the areas of music and elements of local history. On balance, however, the existing structured program supply focuses on services for children and youth, and for seniors. Adults are also a growing market for municipal recreation services, which South Glengarry can further develop.

Community consultation findings indicated interest in additional sports/fitness programs/activities - to a greater or lesser degree - across a variety of areas. Those that appear to offer the most potential for future development include water-based recreation activities, court sports and outdoor ice activities. In the area of non-sport programming, areas of particular interest include visual arts, environmental, and artisanal pursuits, along with wellness, social activities and learning.

Community oriented events are important to building social connections and ties within the Township, and those that attract visitors contribute to tourism-related objectives. Future planning and provision of both types of events should be in keeping with the community's capacity to deliver them, combine themes that are South Glengarry specific, and focus on those that are sustainable and essential to social and economic objectives. The following lists the program, activity and event recommendations.

PE1	Use improvements at existing waterfront access points, and future development at Cairnview Park, to provide amenities for non-motorized, small craft water sports as self-directed activities.
PE2	Investigate opportunities to contract seasonal canoe/ kayak/paddle board rentals and instruction at designated waterfront locations.
PE3	Promote tennis courts in the Township and solicit for a volunteer base if the need for additional organized activity arises.
PE4	Focus on new program/ activity opportunities for which demand emerges that can be accommodated at existing facilities, can use both indoor outdoor spaces at different times of the year, and for which volunteer commitment can be instituted.
PE5	Continue to facilitate community use of schools for gym-based programming.
PE6	Work with fitness program providers in the community to provide options for less physically intense physical fitness programming (e.g., drum fit)
PE7	Work with local community partners to facilitate the development of visual arts, environmental, and artisanal programs/ activities with an emphasis on targeting combined objectives in design and delivery.
PE8	Work with fitness program providers in the community to provide low intensity, 'gentle' wellness programming such as yoga and tai chi.
PE9	Investigate opportunities to bring mental health-specific programming to South Glengarry.
PE10	Establish opportunities to introduce more social, drop-in programs for age/ interest groups such as youth, new moms, etc. and address, if required.
PE11	Pursue opportunities to introduce intergenerational programming.
PE12	Focus on developing program/ activities that build on/enhance current resources, can be accommodated at existing indoor and outdoor spaces, leverages existing or new partnerships, and for which volunteer commitment emerges.

PE13	Rationalize approach to supporting the provision of community events in terms of the annual number, type, scheduling and balance between local and/ or visitor-oriented themes and objectives.
PE14	To the extent possible, distribute programs, activities and events at parks and community facilities across the Township to encourage resident interaction, optimize the use of resources in providing the widest possible range of opportunities, and improve access to those with limited options to travel to other communities for these services.

Parks & Recreation Master Plan

Facilities

South Glengarry is well supplied with indoor and outdoor facilities for organized community recreation. Small halls dominate the supply of indoor facilities and sports fields are particularly well represented in the outdoor inventory. The Township is also home to many facilities and features dedicated to the area's history and cultural heritage.

The Township's community centres and halls can be viewed as comprising three general 'tiers' of service. The Char-Lan Recreation Centre is the primary recreation hub for the community, as it includes the arena and the main hall. Secondary hubs include Martintown Community Centre, North Lancaster Optimist Hall and Green Valley Community Centre. Local halls or community buildings include those at Paul Rozon, Jack Danaher and Smithfield Parks. All of these facilities - including the ice pad and arena floor - can accommodate additional use and will provide the spaces for future program/activity development.

Options to expanding the arena to address facility deficiencies were prepared in 2011 and the need to finalize plans and move forward with this initiative is pending. There may be opportunities to improve on the proposed 2011 space programs, and layout of the expansion. Regardless of the direction taken, costs will need to be updated to reflect current market conditions.

South Glengarry is very well supplied with sports (soccer) fields, with levels of use suggesting a potential excess in relation to need. There are very few playable ball diamonds but demand for them does not appear to exist, although retaining a number of un/under-used diamonds to accommodate possible future growth in participation is prudent. Working with community-based organizations to expand existing or develop new programs/activities with available facilities will be important to optimizing use of existing resources. The following lists the facilities recommendations.

FS1	No additional indoor recreation spaces are required to accommodate needs during the timeframe of the Master Plan.
FS2	Investigate the potential for increased ice use for additional school and adult programming.
FS3	Expand use of existing halls and community buildings, which are amenable to a range of uses that can be accommodated in available times at different locations to support improved distribution and access.
FS4	Focus on rebuilding the use of Green Valley Community Centre and North Lancaster Hall to provide services in these areas of the Township.
FS5	Consult with the Eastern Ontario Health Unit to investigate the potential to use the Tartan Hall kitchen for community programming and food producer rentals.
FS6	Update 2011 arena expansion plans and commence with detailed design and construction.
FS7	Verify the need for facility upgrades requested by users with evidence of demand, before the Township commits to implementation.
FS8	Conduct a review of all sports field scheduling/use to establish the costs of delivering the existing supply of fields to the community and, in consultation with organized users, investigate the potential to intensify and consolidate where it is reasonable to do so - especially on municipally owned fields.
FS9	The Paul Rozon and Martintown Parks ball diamonds will likely be sufficient to meet demand over the term of the Plan, given current use levels.
FS10	Retain a diamond to serve each quadrant of the Township - at least in terms of the space required to refurbish if warranted by future levels of organized participation/use - and consider repurposing others to provide park-based amenities.
FS11	Monitor tennis and pickleball to confirm use to establish need for future investment in supply.

FS12	Consult with Smithfield Park-based volleyball league to confirm demand for a lit court. Consider this option if and when potential funding opportunities become available.
FS13	Prepare a comprehensive study on needed infrastructure upgrades to Glengarry, Nor'Westers & Loyalist Museum and a schedule for budgeting and completion.
FS14	Prepare a comprehensive study on needed infrastructure upgrades to the Glengarry Celtic Music Hall of Fame and a schedule for budgeting and completion.

Parks and Trails

South Glengarry is very well supplied with a variety of parks, open spaces and trail assets, especially when non-municipal providers' contributions are considered. The Master Plan proposes a municipal parks classification system based on park function to guide future decisions on planning, design, and programming/activation of these spaces as well as environmental protection and enhancement. The classification system is applied to outlining development scopes for two new parks - a community serving waterfront park in South Lancaster and an active park in Summerstown Estates. Improvements to existing parks and trails are recommended to upgrade aging infrastructure and/or introduce new features, and to integrate an environmentally focused approach to operations and use. Additional studies are recommended for the Peanut Line, and trails master planning in conjunction with active transportation. The following lists the parks and trails recommendations.

PT1	Continue to make required accessibility upgrades to parks (including playground safety, routes and wayfinding, seating, shade and bicycle parking) as part of ongoing maintenance and upgrades.
PT2	Develop and implement Township-branded signage and wayfinding at Township parks, trails, facilities, heritage sites, natural spaces, and main arterials.

PT3	Develop a Parks and Trails Tree Strategy to guide the management of trees in parks and along trails in South Glengarry.
PT4	Replace play equipment and playground surfacing at Empey-Poirier Park. Provide seating and shade trees.
PT5	Consider removing the ball field at Empey-Poirier Park and providing a new park amenity if there is a community need.
PT6	Consider implementing a pathway loop at Empey-Poirier Park with seating and shade trees, if there is community interest, and funding opportunities become available. Connect facilities/amenities with accessible paths.
PT7	Implement naturalization throughout areas of Empey-Poirier Park.
PT8	Consider implementing a paved parking lot at Paul Rozon Memorial Park with an accessible parking spot and accessible paths to park facilities/amenities if funding opportunities become available.
PT9	Provide more shaded areas at Paul Rozon Memorial Park with trees or shade structures.
PT10	The existing skateboard equipment at Martintown Community Park should be inspected as per safety standards and removed if necessary. If the need for a skateboard park should arise, the Township could consider providing a pop-up skate park.
PT11	Provide seating (benches/picnic tables/armour stone etc.) near the playground at Martintown Community Park including at least one accessible bench or picnic table. Installation of accessible seating can be coupled with pathway connection installation.
PT12	Implement accessible pathways at Martintown Community Park to connect amenities in the future if funding opportunities become available.
PT13	Provide more shade at Martintown Community Park with shade trees or structures.

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PT14	Monitor community interest in a dog park in Glen Walter Regional Park. Consider providing a temporary dog park to gauge use levels. If there is evidence the amenity will be well used, develop a permanent dog park based on community feedback and dog park design guidelines. Investigate the need for lighting along pathway leading to dog park.
PT15	Monitor community interest for an outdoor rink in Glen Walter Regional Park. Support community initiative to make seasonal rinks or staking loops when municipal servicing in the park is developed
PT16	Consider providing a paved lot and accessible parking at Glen Walter Regional Park and monitor funding opportunities that will support this project.
PT17	Monitor community interest in a splash pad at Glen Walter Regional Park. Design and implemented slash pad when municipal servicing becomes available.
PT18	Discuss opportunities, demand and options for the Smithfield driveway entrance, investigate providing a paved driveway if funding opportunities become available.
PT19	Implement naturalized borders and/or naturalized pockets at Smithfield Park.
PT20	Implement the pathway loop and adult exercise equipment at Smithfield Park.
PT21	The North Lancaster Optimist Park playground is scheduled for replacement in fall 2022. Prioritize shade and seating in its installation.
PT22	Remove the volleyball court at North Lancaster Optimist Park.
PT23	Consider removing the ball field at North Lancaster Park if it is no longer required, and investigate other potential park amenities in consultation with the community.
PT24	Implement naturalization and tree planting throughout North Lancaster Park.
PT25	Provide secondary entrances to Green Valley Park from the church and the end of Mackinnon Road.

PT26	Upgrade the existing playground at Green Valley Park to make it accessible or replace with a new playground in the long term. Consider tree planting around new structure.
PT27	Consult with the Green Valley community to determine if a different amenity would be better used in place of the combined sport field and ball field at Green Valley Park.
PT28	Consult with the Bainsville community to determine preferred off-season uses for the ice rink at Jack Danaher Park. Provide required upgrades.
PT29	Consider parking lot upgrades, accessible parking and providing accessible access to all amenities at Jack Danaher Park through funding opportunities.
PT30	Consult with the Bainsville community to determine priorities and preferences for the new playground at Jack Danaher Park. Complete new playground in the short term of this Plan.
PT31	Develop Summerstown Estates Park as an active park for the community of Summertown. Provide opportunities for community consultation from the concept design stage through to detailed design. Consult with the SDG Accessibility Committee and public concerning park accessibility.
PT32	Consult with the SDG Accessibility Committee and public concerning the bridge and pathway upgrades. Provide an alternate accessible amenity at Bernie MacDonnell Park should the accessible bridge not be feasible.
PT33	Consult with the RRCA and Watersheds Canada to implement a pond vegetation buffer at Bernie McDonnell Park
PT34	Develop Cairnview Park as a waterfront park to serve the Township and community of South Lancaster. Develop a concept plan, or a series of concept plans based on community consultation. Proceed to detailed design and construction.

PT35	Develop Glen Walter Waterfront Park to serve cyclists using the waterfront trail and residents throughout the Township. Provide opportunities for community feedback through the concept refinement and detailed design stage. Consult with the SDG Accessibility Committee and public concerning park accessibility.
PT36	Continue to implement the concept plan for Ken Barton Senior Park.
PT37	Continue to provide portable washrooms, picnic tables and trash cans at South Lancaster Wharf. Consider installing bike racks at or near the wharf, to accommodate cyclists using the Waterfront Trail. If Crown land can be acquired, continue to work with the South Lancaster Wharf Committee to improve recreation related uses in this area of the waterfront.
PT38	Conduct a Peanut Line Trail Study to resolve issues around use, access, trespass through stakeholder consultations, and inform future infrastructure work and estimated costs based on the preferred option and other relevant Township initiatives
PT39	In preparing a South Glengarry Active Transportation Plan, coordinate scope with with relevant studies recommended in the Parks and Recreation Master Plan (i.e., the Peanut Line Study and other trail connections and waterfront trail improvements). (Note: costs shown here are only for the Peanut Line Study and the capital costs for other trail connections and improvements)

Service Delivery

The community is well served by the Township in the area of parks, culture and recreation, and residents were very complimentary about staff's responsiveness to their needs and the amount of support they receive from staff. Despite the active engagement of volunteers, the level of service currently provided to the community is stretching Township capacity in terms of human resources. The Master Plan proposes both a review of operations to identify areas to streamline services, and the need to increase Parks, Culture and Recreation Department staffing. At the same time, the Township needs to work both internally and with community-based partners to revise approaches to service delivery and make the most of available capacity, in both practical terms and overarching policy. Part of this work will include instituting joint planning sessions with community partners, and strengthening monitoring and evaluation processes. The following lists the service delivery recommendations.

SD 1	Hire a qualified consultant to conduct a department operations review to identify opportunities to streamline work related to the day-to-day aspects of delivering services to facilities, parks and users.
SD 2	Use new recreation management software to collect a comprehensive data base for services planning and operations.
SD 3	Finalize agreements with Junior B Rebels, Char-Lan Minor Hockey Association and Char-Lan Skating Club on respective allocations of locations for arena advertising and retention of revenues generated.
SD 4	In consultation with the community, reconsider incremental user fees to help finance parks and recreation services.
SD 5	Develop programs related to revenue generation to help finance parks and recreation services.
SD 6	Review and update existing policies including Grants and Donations, and Ice Allocation.

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SD 7	Develop a Community Group Affiliation Policy, based on the results of consultation with volunteer recreation groups to confirm the type and extent of required assistance to sustain/grow their programs/ events, and the Township's capacity to provide it.
SD 8	Develop an Event Policy to guide Township support for, and organizer management of, community-oriented and visitor-attractive events.
SD 9	Review lease agreements for buildings that are not required to deliver municipal services with the intent to transfer ownership to another party or reallocate costs between the municipality and the tenants in a more equitable arrangement.
SD 10	Review facility and park single use/ purpose rental agreements with the intent to better distribute responsibilities for set-up/ take-down between the Township and the renter.
SD 11	Enter short-term lease agreements with community-based facility user/ operators to provide the Township - as the owner - with the minimum it needs to limit exposure while, at the same time, strengthen working relationships with the organizations that are financially accountable and administratively supportive of their efforts to operate their own programs/activities.
SD 12	Investigate community interest in volunteer assumption of responsibility for horticultural beautification projects in Lancaster.
SD 13	Consult with the Martintown Horticultural Society to consider using bursary funds to hire a summer student to manage the organization's spring/summer horticulture projects.
SD 14	Consult with Cenotaph Committees to consider a single community-wide Remembrance Day service to be held in Martintown, Lancaster and Williamstown on an annual rotating basis.
SD 15	Use Master Plan survey results to follow up on expressed interest and encourage people to register for specific volunteer positions or for possible future engagement as need/ opportunity arises.

SD 16	Focus on post-pandemic interests/ opportunities to attract volunteers to help with Township projects and programs.
SD 17	Explore optional programming models such as short-duration programs, try-its and program packages to develop new and diverse activity opportunities with Township facilitation and support.
SD 18	The Township should take the lead in instituting joint service planning on a regular basis with the major program/ service providers in the Township.
SD 19	Request other interested parties to participate in planning activities, as need or opportunity arises.
SD 20	Institute ongoing service monitoring and evaluation to inform service planning in the areas of facility/space use, programs and events.
SD 21	Develop annual planning targets to allow outcomes to be measured and reported.
SD 22	Conduct a comprehensive review and update of the Master Plan in ten years.
SD 23	Continue producing both digital and print media information to promote/ communicate with residents about parks and recreation services.
SD 24	Create recreation-specific social media accounts.
SD 25	Expand coverage to include heritage and tours, and 'What's free to do in South Glengarry?'
SD 26	Consider reciprocal promotions with North Glengarry for both local and Glengarry-wide services/ experiences.
SD 27	Prepare and post an annual services 'year-in-review' that summarizes and informs the community about the Township's achievements in parks and recreation.
SD28	Hire additional staff to assist with program/service expansion, operations and administration.

Implementation Strategy

The implementation plan comprises a total of 95 recommendations in the above-discussed areas and distributes these initiatives over the Master Plan's ten year timeframe into short, medium and long terms. The total estimated cost for implementing the Master Plan that can be determined at this time is \$4,033,000 (including \$563,000 in capital costs estimated for projects that are totally contingent on funding becoming available).

Cost Summary of the Parks and Recreation Master Plan's Recommendations

Area of Recommendations	Timing				Total Cost
	Immediate	Short (Years 2-4)	Medium (Years 5-7)	Long (Years 8-10)	
PE: Programs and Events	-	-	-	-	-
FS: Facilities	\$25,000	\$75,000	-	-	\$100,000
PT: Parks and Trails	\$40,000	\$727,000	\$858,000	\$870,000	\$2,495,000
SD: Service Delivery	\$120,000	\$240,000	\$240,000	\$315,000	\$915,000
Total Cost	\$145,000	\$1,042,000	\$1,098,000	\$1,185,000	\$3,470,000



Figure 1-1: The Nor'Westers and Loyalist Museum

1.0 Introduction and Scope

Recreation is defined as, “the experience that results from freely chosen participation in physical, social, intellectual, creative and spiritual pursuits that enhance individual and community wellbeing.”¹

This document comprises the Township of South Glengarry Parks and Recreation Master Plan. It is a high level document that addresses the need for recreation programs and events, facilities, parks and trails, and their delivery to South Glengarry residents until the end of its timeframe - 2032. Information for the Master Plan was both provided by the Township and gathered through research activities - including extensive consultation with the community. A detailed report on the results of community consultation was submitted to

the Township under separate cover, some of which is reproduced in the Master Plan in full or summary form.

The Master Plan considers the Township's position within the larger 'community' of providers, including other area municipalities. The municipality's role as a facilitator to volunteer groups, not-for-profit agencies, and the private sector is a central premise. As such, it works with, and supports, these other providers to deliver services in a variety of ways. As in most Ontario communities, the Township has a long-standing working relationship with local volunteers, who are key providers of recreation programs and services. Strengthening these, and other, working relationships is part of the service delivery system.

1 Canadian Parks and Recreation Association/Interprovincial Sport and Recreation Council (February 2015). A Framework for Recreation in Canada - 2015 - Pathways to Wellbeing. Ottawa: Canadian Recreation and Parks Association

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The Plan's analyses and recommendations are based on the situation today and what is anticipated or likely to happen, given available information and the possibilities identified by parties consulted. Monitoring and regularly evaluating the status of recommendations over the life of the Plan will be important to integrating change into chosen directions.

In some instances, the Plan indicates additional work that will be required to take high level recommendations to the detail that will be needed for implementation. Recommendations may also be contingent upon other decisions, both internally and externally. These considerations emphasize the need for ongoing communications among providers to collectively monitor changes in the service environment. In response to change, the Township can update the Plan by adjusting, as required, the timing and details of specific initiatives.



Figure 2-1: Summerstown Wharf

2.0 Community Context and Consultation

2.1 Introduction

This section presents South Glengarry's geographic, socio-demographic and corporate context for the Master Plan. The final section summarizes the various components of the consultation program that was conducted to engage the community in the Master Plan's preparation and develop the information base for analyses and recommendations.

2.2 Geographic Context

The Township of South Glengarry is a rural community in Eastern Ontario with a population of 13,330 (2021 Census). It is situated along the north shore of the St. Lawrence River, immediately west of the Province of Quebec, approximately 110 kilometres southeast of Ottawa (from Lanaster) and east of the City of Cornwall.

South Glengarry is the second largest municipality in the United Counties of Stormont, Dundas & Glengarry (SDG Counties) with an area of 605 square kilometres. It is also the second largest by population.

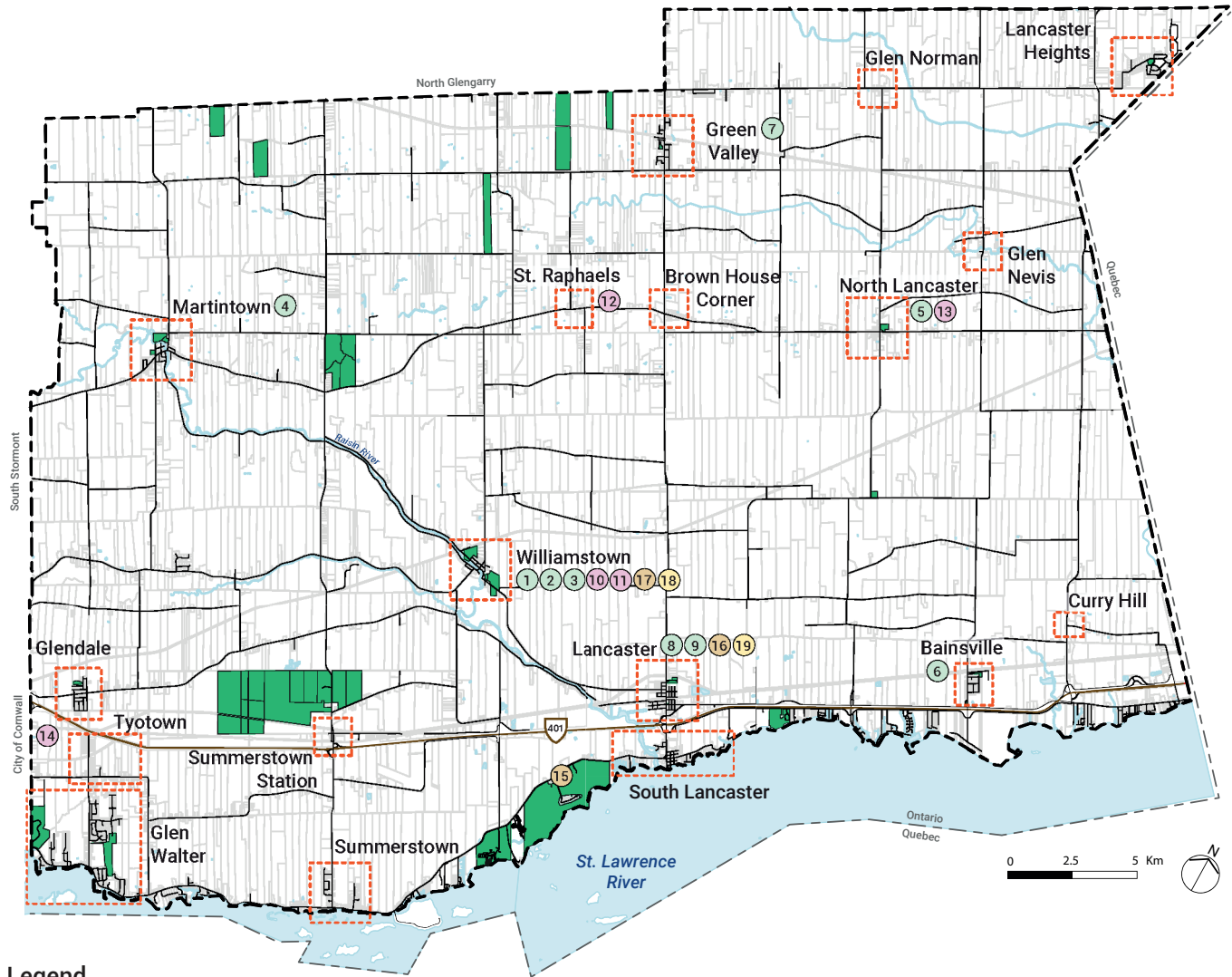
Privately owned property abuts much of the the St. Lawrence River, which runs the entire east-west length of the Township. A second smaller river, the Raisin River, runs through the villages of Martintown, Willamstown, Lancaster and South Lancaster where it opens into the St. Lawrence River. The Township has large areas

of provincially significant wetlands and prime agricultural land and 28.7 percent tree cover (South Nation Conservation, 2016).

Figure 2-3 shows the distribution of the fourteen settlement areas in South Glengarry which include Bainsville, Curry Hill, Glen Walter, Glendale, Green Valley, Lancaster, Martintown, North Lancaster, St. Raphael, South Lancaster, Summerstown, Summerstown Station, Tyotown and Williamstown. Lancaster is the urban centre of South Glengarry and is home to the Township's administrative offices. Highway 401 traverses the municipality's south end. Residents in the extreme southwest portion of the Township, therefore, may be more likely to be use services in the City of Cornwall than those elsewhere in South Glengarry. Residents in the north end of the Township may use services in Alexandria, which is in North Glengarry.



Figure 2-2: South Glengarry Context Map



Legend

- | | | | |
|-------------------------------------|-------------|-----------|--------------------|
| Township Boundary | Roads | Arena | Library |
| Provincial Border | Highway 401 | Hall | Multi-purpose Room |
| Settlement Area | Parcels | Gymnasium | Full Kitchen |
| Parks, Forests & Conservation Areas | | | |

Municipal

- 1 Char-Lan Recreation Centre
- 2 Paul Rozon Memorial Park Building
- 3 The Glengarry Celtic Music Hall of Fame
- 4 Martintown Community Centre Hall
- 5 North Lancaster Hall & Optimist Park
- 6 Jack Danaher Hall and Park
- 7 Green Valley Community Centre & Park
- 8 Smithfield Park Building
- 9 Lan-Char Centre

School Boards

- 10 Char-Lan High School
- 11 Williamstown Public School
- 12 Iona Academy Catholic School
- 13 L'Ecole Elementaire Catholique de l'Ange-Gardien
- 14 Holy Trinity Catholic Secondary School

Other Public Agencies

- 15 Raisin Region CA - The Cooper Marsh Visitor Centre
- 16 SDG County Library - Lancaster Branch
- 17 SDG County Library - Williamstown Branch

Non-Profit

- 18 Glengarry, Nor'Westers & Loyalist Museum
- 19 Royal Canadian Legion (Branch 544)

Figure 2-3: South Glengarry Settlement Areas

2.3 Socio-demographic Profile

2.3.1 Current

The 2021 Canada Census reports South Glengarry's population as 13,330, which represents a 1.4% increase since 2016. At the time of writing, population and age structure were the only data from the 2021 Census that had been released.

The following socio-demographic profile was assembled using data from the 2016 Canada Census, Ontario Populations Projections Update 2019-2046 (Ontario Ministry of Finance), and United Counties of Stormont, Dundas and Glengarry (SDG) Population Growth Predictions Report 2013. It presents population current and anticipated future population characters for the term of the Master Plan. Table 2-1 summarizes key socio-demographic indicators for the Township and SDG Counties from the 2016 Census (Figures for SDG Counties include the City of Cornwall).

Table 2-1: Socio-demographic Highlights 2016

	South Glengarry	SDG Counties
Population	13,150	113,429
Median after-tax income of households in 2015	\$67,413	\$53,615
Prevalence of low income based on the Low-income measure, after tax (LIM-AT)	10.7%	17.9%
Newcomers (immigrants)	960 (of 13,150) (7.3%)	7,170 (of 113,429) (6.3%)
Indigenous population	300 (of 13,150) (2.3%)	4,845 (of 113,429) (4.3%)

Table 2-2 illustrates the change from 2016 to 2021 in the numbers and proportions of South Glengarry's population in selected age groups. Although the largest proportionate increases occurred in the age groups over 64 years, there was a slight increase in children under four years of age, and the proportion of those between the ages of 5 and 14 years remained stable.

Table 2-2: South Glengarry Population Change 2016 to 2021

Age Group	2016*		2021*	
	#	%	#	%
0 - 4 years	515	3.9	610	4.6
5 -14 years	1,365	10.4	1,390	10.4
15 - 19 years	810	6.2	725	5.4
20 - 44 years	3,090	23.5	3,080	23.1
45 - 64 years	4,475	34.0	4,160	31.2
65 - 74 years	1,860	14.1	2,085	15.6
75+ years	1,045	7.9	1,265	9.5
total	13,160	100.0	13,315	100.0

* Census age cohorts vary slightly from totals noted above

2.3.2 Future

Table 2-3 shows growth in South Glengarry and SDG Counties from 2016 to 2031. Growth is expected to be modest over the next 10 years, totaling an estimated population of 13,900 in 2031. The current population of the County is 114,637 (2021 Census) and is expected to grow to 123,100 by 2031 (Figures for SDG Counties include the City of Cornwall).

Table 2-3: Current and Projected Populations in South Glengarry and SDG Counties

Year	South Glengarry	SDG Counties
2016	13,150*	113,429*
2021	13,300*	114,637*
2026	13,500**	121,400***
2031	13,900 ^p	123,100***

* From the Canada Census 2016 and 2021

** Mid-point between the 2021 and 2031 figures

*** From Ontario Population Projections, 2019 – 2046

p From Hemson's Population Growth Predictions Report 2013 for SDG Counties

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Table 2-4 illustrates the projected age distribution for the County's population for the next ten (10) years. Of the seven age groups shown, the largest projected population increase is in the 75+ years age group, which is anticipated to grow by 5,950 people or close to 50% by 2031. While it is anticipated that South Glengarry's population will follow the same general aging trend, as the County the proportionate balance between age groups may vary.

Table 2-4: SDG Counties Age Distribution Projection

Year	0-4	5-14	15-19	20-44	45-64	65-74	75+	Total
2021	5,961	12,848	6,452	31,864	33,810	16,006	12,280	119,221
2026	5,625	12,886	6,964	32,313	30,659	17,805	15,209	121,443
2031	5,518	12,543	7,037	32,803	28,017	18,985	18,230	123,133
Change from 2021 to 2031	- 7.4%	-2.4%	9.1%	2.9%	-17.1%	18.6%	48.5%	3.3%

2.4 Relevant Corporate Plans and Initiatives

2019 - 2022 Strategic Plan

The Township's Strategic Plan sets the overarching framework for service planning in all areas of service to the community. The Plan has five goals, all of which are relevant to parks and recreation to some extent. However, Goal 4: improve quality of life in our community, notes two specific strategic directions that are central to parks and recreation services - update the Master Recreation Plan, and promote the Active Living Charter. Both of these directions are reflected in this document. The Active Living Charter is contained in Appendix A and provides the framework for many of the Plan's recommendations.

The Strategic Plan also notes that success in implementation for all strategic directions is to be measured through various means (e.g., the development of departmental action plans, alignment of budget and staff performance goals with the goals of the Strategic Plan), which also pertains to the Parks and Recreation Master Plan.

Multi-year Accessibility Plan and Annual Updates

The Township's Multi-year Accessibility Plan outlines the long term strategy for implementing the AODA's goals for accessibility. Individual projects are identified, budgeted, and completed to work towards these goals over time. Parks and recreation facilities are key components of community infrastructure to be made accessible for residents' participation and enjoyment.

The Township of South Glengarry Age-Friendly Community Action Plan (2016) comprises analyses and recommendations on improving the community's recreation services for adults 55 years of age and older, in the following areas: improvements to programs, activities and services; facilitating access to services; communicating the availability of facilities, programs, activities and support services; service planning and delivery. While the Master Plan's scope is the community as a whole, its directions are in keeping with those of the Age-Friendly Plan.

2.5 Community Consultation Activities and Process

The community consultation program for the Township of South Glengarry took place in the fall and winter of 2021/2022 and comprised the following activities, which are described in more detail in Table 2-5:

- interviews with Council and Township staff
- random survey of resident households
- online survey of resident households
- survey of volunteer program / activity groups
- focus groups
- community consultation website
- unsolicited email submissions

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Table 2-5: SDG Counties Age Distribution Projection

Activity	Description
interviews with Council and Township staff	<ul style="list-style-type: none"> eleven (11) interviews completed in December 2021 to gather information and insights from those involved in decision-making and delivering parks and recreation services to the community
random survey of resident households	<ul style="list-style-type: none"> 200 completed surveys from a random sample of Township households, conducted by phone between January 24 and 29 2022, to gather information on residents' use of parks and recreation services and their interest in future service development
online survey of resident households	<ul style="list-style-type: none"> self-selected on-line participation in the above survey administered by phone, via a link posted on the Township's website from January 23 to February 16, 2022 three hundred and seventeen (317) people accessed the survey
survey of volunteer program / activity groups	<ul style="list-style-type: none"> survey of volunteer community organizations that are major users of municipal parks and recreation facilities to deliver programs to residents 23 organizations invited to participate via an introductory letter from the Township about the Master Plan with a link to the questionnaire. available from January 30 to February 15, 2022, with a reminder sent the week of February 7, 2022 14 of 23 groups responded
focus groups/meetings	<ul style="list-style-type: none"> two sessions addressed waterfront access/parks, and trail use, and three were held with representatives of volunteer committees, in early March 2022 Township-led public meeting on a potential park in Summerstown Estates was attended by the consultants to learn about the park's history and hear the community's interest in its development
community consultation website (sg-parksandrecplan.ca)	<ul style="list-style-type: none"> was launched at the outset of the project and remained active for the duration of the study. provided interested participants with numerous consultation tools to post ideas, comments, opinions and to ask questions about the Parks and Recreation Master Plan. tools included an ideas board, a discussion board, Q & A, household survey link, and interactive mapping
unsolicited email submissions	<ul style="list-style-type: none"> email submissions were received throughout the consultation period

The Township conducted a number of promotional activities to generate awareness of the Master Plan study and opportunities to participate, including invitations to participate in the group survey, and website and social media postings to the community at large about the study and opportunities to contribute. At the outset of the project, the Township reached

out to 25 relevant groups/service providers to announce the study and encourage their participation in the Plan's preparation through the various means available.

Appendix D contains a list of organizations that were invited to participate in consultation activities, and indicates those that engaged.



Figure 3-4: Glengarry, Nor'Westers Museum and Loyalist Museum Exhibit

3.0 Trends in Parks and Recreation Service Provision

Within the broad definition of recreation, there are many simultaneously evolving trends in the interests of service consumers and providers' responses. The following discussion summarizes several prevalent trends in community parks and recreation services. It is not an exhaustive review of changes in the field, and some are already reflected in South Glengarry. Others may not be immediately relevant to the Township. At the same time, they represent directions that might be applicable today on some level or may present opportunities as the Master Plan is implemented over time.

3.1 All Season Outdoor Recreation

Outdoor programming provides a critical benefit to the health and well-being of people, and particularly children and teens. Time spent outdoors has been shown to improve physical and mental health, boost confidence, reduce stress, and build understanding of, and respect for, the natural environment.

Outdoor learning and activities for children are common in many other countries (e.g., tropical and Nordic countries), and as awareness of the benefits have become more mainstream in Canada, their municipalities and schools have increased efforts to offer more outdoor programs for children and teens. The 2018 ParticipACTION Report Card on Physical Activity for Children and Youth Report¹ in Canada notes:

“The array of health benefits associated with physical activity in children and youth (5- to 17-year-olds) is truly extensive. Available evidence suggests that...higher levels of physical activity are associated with more favourable measures of: physical fitness, motor competence, weight status, metabolic health, arterial characteristics, bone health, academic achievement, health-related quality of life, brain and mental health, and the list goes on.”

In practical terms, parks are significant assets that are often not optimized from a use perspective and, therefore, offer the potential to increase recreation activity relatively inexpensively. While not supported by a review of available research, it also is reasonable to suggest that an active park is more likely to motivate onlookers to ‘join in’ than one that sits empty and idle.

For some time, municipalities in North America have been trying to encourage outdoor recreation in the winter, emulating approaches taken in many Nordic countries. Examples of

initiatives include 8-80 Cities’ Wintermission project, and activities and events in Edmonton and Michigan, both of which have been successful in developing winter recreation. ‘Winterising’ cities in North America is not a new topic, but the uptake has been slow, for a number of reasons that largely fall outside of the mandate of parks and recreation departments (e.g., perceived or real conflicts between designing for pedestrians versus snow clearing and emergency vehicles, liability concerns, insufficient staff or resources, etc.). South Glengarry has many assets such as outdoor rinks and trails residents use to enjoy winter outside, and which are programmed to promote engagement.

Municipalities can contribute to encouraging people to recreate outside in the winter by working to change the prevailing negative view of winter’s cold and snow. Municipalities can set the tone by framing winter as a season to look forward to, with many positive and fun opportunities for recreation.

Challenging Youth

The trend to programming that is physically challenging is one that may be particularly attractive to youth who are interested in ‘competition’ against themselves or others as individuals. These activities are fun and energizing, while building skills and social community. While this type of programming can sometimes require sophisticated equipment, along with indoors venues to provide, there may be opportunities to create youth-focused outdoor challenges in South Glengarry.

1 <https://www.cka.ca/en/mka-current-issues/2018-participaction-report-card-on-physical-activity-for-children-and-youth>

3.1 Adult Programs and Services

Historically, municipalities have focused on providing parks and recreation services to children, youth and seniors, with this last group becoming a much larger consumer of services as our population ages. Recent years, however, have seen a noticeable increase in adult interest in municipal recreation services for themselves. Anecdotal reasons for this trend are likely a blend of increased awareness of the importance of physical activity for long-term health, overall declines in disposable income and growth and greater sophistication in the provision and delivery of public recreation services. At the same time, current research indicates that adults are not turning this awareness and interest into action.

A recently released ParticipACTION report card on physical activity among Canadian adults (December, 2021) shows much higher “grades” in the areas of conceptual and environmental indicators than in activating, daily behaviours. The report suggests that beyond individual and environmental characteristics, there is a progressive decline in participation in activities that require a time commitment, specific movements and/or intense physical effort. Sport participation, muscle strengthening activities, balance activities and active transportation all scored grades D to F. The F grade in active transportation is a particularly interesting finding, given the promotion of active transportation and the increasing efforts of municipalities to make it safe and easy to access so people can integrate it into their daily lives.

The highest behavioural grades achieved are for light to medium-intensity activities that can be integrated into daily life. If the evolution to a highly active culture is viewed as a long-term social goal, and these findings are indicators of current progression to that end, it appears there is more work to do in the Bs and Cs before the Ds and Fs can improve. In terms of municipal programming for adults, therefore, progress in

the foreseeable future may need to focus on additional ways to translate the desire to be active into introductory “first steps” that provide flexible access to low to medium intensity activities.

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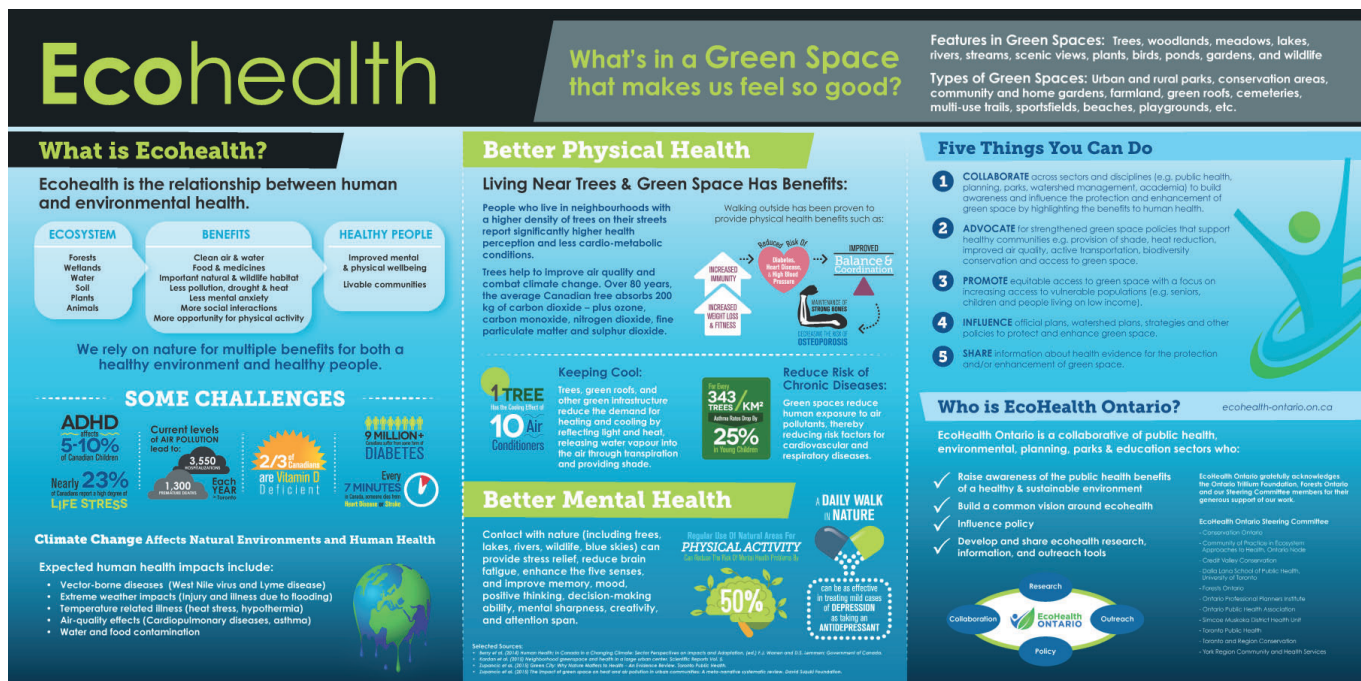


Figure 3-5: Glengarry, Nor'Westers Museum and Loyalist Museum Exhibit
(Source: <https://www.ecohealthontario.ca/communicating-ecohealth>)

3.3 Environmentally Focused Parks Planning and Management

In recent years, and particularly because of restrictions on indoor activity due to COVID-19, natural spaces have become much more attractive to people seeking recreation and physical activity. In some communities this has led to a large influx of visitors looking for more rural/natural settings, creating concern over the ability of some spaces to support a significant increase in use. While this trend may abate somewhat post-COVID as previous routines are resumed, it is likely that some of these 'undiscovered' places will continue to attract user levels beyond historic levels. Establishing appropriate boundaries around human encroachment on natural ecosystems is essential to avoid causing irreparable harm to the environment we want to experience for our enhanced well-being.

EcoHealth Ontario is a research and public policy collaborative of professionals in the fields of public health, medicine, education, planning and the environment that focuses on the interdependencies of mental and environmental health. Their vision is: "that everyone benefits from the provision of well-distributed, high quality greenspace, is aware of its contributions to health and wellbeing, and has access to its benefits." EcoHealth reports and tools can help municipalities achieve their own ecohealth related goals. Figure 3-2 is a graphic used for Communicating Ecohealth.

There are many opportunities to incorporate stronger environmental practices in parks and recreation service development and provision. In addition to the need to restore, protect and enhance the natural environment, municipalities can demonstrate leadership in how to take practical steps in this direction.

South Glengarry Tourism
invites you to
**Join Us For A
GUIDED TOUR!**
Thursday, August 15, 2019
Cost: \$20 per person



Figure 3-6: Glengarry Routes Heritage Tour Invite

3.4 Arts, Culture and Heritage

Public Art

Public art is often used to increase the vibrancy and attractiveness of parks, while supporting local artists and artisans. Public art can include both stand-alone commissioned pieces and art integrated into parks and trails. Commissions may include artwork for interpretive programs on local history. Another option is to provide an outdoor gallery - a space for local artists to display their works in art exhibitions on a rotating basis. Infrastructure such as, but not limited to paving, fencing, lighting, seating, signage/wayfinding and planting

can also be designed in an artistic way while still accomplishing their utilitarian functions. Municipalities and public agencies sometimes mandate (through policies, design guidelines, etc.) that art be part of all projects as either as stand-alone pieces or design-integrated, with a pre-determined percentage of the construction budget being assigned to public art.

Built, Natural, and Cultural Heritage

Heritage is an area that is of interest to both residents and visitors. Each community has unique heritage features that contribute to creating a sense of identity and can form the basis of programming and events with a heritage focus. Local heritage in South Glengarry is strong and comprises elements of built heritage, cultural history, and interpretive exhibits. It is the subject of several well mapped, self-guided tours, which can be accessed online. Guided tours are sometimes also offered, as shown in Figure 3-3.

Natural heritage programs can include educational walks or sessions to learn about the flora, fauna, landscapes, and stewardship practices particular to a certain area.

Cultural Tourism

Tourism is a major sector of today's service economy and ties local culture to economic development. The notion of 'place-based' attractions is typically tied to cultural tourism in building destination-related visitor experiences (Thorne, S. 2012; Smith, S. 2013)². It comprises those elements of culture and heritage that are intrinsically tied to a geographic place, and so cannot be replicated elsewhere. A Hills Strategy report summarizes the findings of online surveys of World Tourism Organization (UNWTO) Member States and cultural tourism experts around the world, and provides the following definition of cultural tourism:

“Cultural tourism is a type of tourism activity in which the visitor’s essential motivation is to learn, discover, experience and consume the tangible and intangible cultural attractions/products in a tourism destination. These attractions/products relate to a set of distinctive material, intellectual, spiritual and emotional features of a society that encompasses arts and architecture, historical and cultural heritage, culinary heritage, literature, music, creative industries and the living cultures with their lifestyles, value systems, beliefs and traditions.”

Almost all responding countries to the survey indicated that their definition of cultural tourism includes both “tangible (e.g., national and world heritage sites, monuments, historic places and buildings, cultural routes, and others), and intangible heritage (e.g., crafts, gastronomy, traditional festivals, music, oral traditions, religious/spiritual tourism, etc.).” Most countries also consider “cultural tourism to include contemporary culture (e.g., film, performing arts, design, fashion, new media, etc.).”

An area of rurally-based cultural tourism that is growing is agri-tourism, which is broadly defined as, “a form of commercial enterprise that links agricultural production or processing with tourism in order to attract visitors, with a number of financial, educational and social benefits for tourists, producers and communities.”³ As such, it covers a wide range and initiatives - from selling produce or produced-based products on site to extended stays on active farms. “Agri-tourism is the next step in eco-aware living, it’s an opportunity to educate and influence buying and lifestyle choices.”⁴ It contributes to producers’ incomes while offering visitors new experiences that can also strengthen their connection with the environment.

2 Thorne, S. (2012). Place-based cultural tourism: A new planning paradigm. Economic Development. org

3 <https://pebblemag.com/magazine/travelling/5-things-to-know-about-agri-tourism>

4 Ibid

3.5 Accessibility and Inclusion

Gender-neutral Facilities

Gender-neutral facilities are becoming the norm in recreation centres, advancing inclusivity while increasing flexibility in the use of space. Gender neutral changerooms and washrooms contain private change cubicles and washroom stalls within the larger space. Designated gender washrooms are smaller and fewer.

Social Inclusion and Children with Disabilities

Children and youth with disabilities are less active. Physical activity helps improve social integration which is a major challenge noted among children with brain-based disabilities. Physical activity provides opportunities for these children to enhance their interaction and communication skills, resulting in improved daily functions, health-related outcomes and quality of life.¹

- 1 Source: https://participation.cdn.prismic.io/participation%F38570bed-b325-4fc8-8855-f15c9ae-bac12_2018_participation_report_card_-_full_report_0.pdf

MagnusCards⁵

MagnusCards is a Canadian digital application dedicated to removing accessibility barriers. It is a tool that allows people with Autism and cognitive disabilities to live with independence and inclusion. MagnusCards comprises a library of digital guides (Card Decks) to destinations and activities. Each digital guide combines a proven method of instruction (applied behaviour analysis), visual cues and step-by-step instructions to map experiences, and prompts and positive reinforcement to support experiential learning.

Wascana Park Accessibility Project ⁶

The Canadian National Institute for the Blind (CNIB) recently completed a project in Regina's Wascana Park that installed more than 230 GPS points that speak to the BlindSquare Event app. The GPS points help mark amenities such as benches, park lookouts and monuments, but they also help mark the meandering trails which can be difficult to navigate. The project has resulted in Wascana Park, one of the largest urban parks in North America, becoming accessible for people with vision loss and is the third park in Regina to be installed on the app. CNIB is open to exploring opportunities with other communities to create accessible parks and recreation services.

Accessibility Apps

Beyond AODA's Design of Public Spaces Standards, accessibility and, therefore, inclusion is being facilitated by digital technologies that assist with navigating the built environment and day-to-day participation in recreation. These are new areas of endeavor that may evolve in upcoming years into commonly provided services as digital connectivity and products improve. Two examples of these applications are MagnusCards and a CNIB project in Regina.

5 <https://www.haltonhills.ca/en/news/town-launches-magnuscards-for-recreation-parks.aspx>

6 <https://www.spra.sk.ca/Blog/cnib-jrpm-2020//>

3.6 Pandemic Recovery

The Canadian Parks and Recreation Association led ReImagine RREC - Renew, Retool, Engage and Contribute is a multi-phase coronavirus (COVID-19) recovery initiative for the parks and recreation sector.⁷ In Phase 1 of this initiative CPRA and the ReImagine RREC Leadership Team identified the early outcomes learnings from surveys and focus groups. Some of these were already known factors that have accelerated or been exacerbated by the pandemic including sub-population groups being disproportionately impacted by the pandemic and staffing challenges within municipal parks and recreation. Others are a direct result of the pandemic's impact on day-to-day life and are anticipated to continue influencing service delivery over the long-term. It is noted, however, that these are anticipated impacts - the true outcomes of which remain to be seen. Although not mutually exclusive, key themes are summarized below by service area:

Parks, Trails and Open Space

The report notes the public's increased recognition of the importance of outdoor activity during the pandemic as well as dramatic increases in the use of parks, paths and trails. This has stimulated support for renewal and expansion of these assets to make them more accessible for year-round use, as well as demand to address the complexity of managing visitor volumes and user conflicts. 2020 data revealed 70% of Canadians expressed an increased appreciation for parks and green spaces; 66% reported increased levels of walking/jogging outdoors, and there was a 25% increase in cycling.

Programs, Activities and Events

The report notes Phase 1 findings confirm that some users are hesitant to return to organized sport and recreation programming, with a parallel increase in self-directed unstructured recreation and physical activity. At the same time, COVID-19 lockdowns have resulted in the widespread decrease of physical activity and increased sedentary behaviour, underscoring the importance of promoting the integration of health enhancing physical activity into everyday living and capitalizing on the heightened interest in parks and outdoor green spaces. The demand for outdoor, holistic and self-directed programming, is increasing. "Animating" outdoor programming to attract existing and new users - including vulnerable and hard-to-reach populations - has been identified as a best or "next" practice by leaders.

⁷ <https://cpa.ca/initiatives/reimagine-rrec/>



4.0 Programs, Activities and Events

4.1 Introduction

This discussion addresses the need for new and / or improved recreation programs, activities and events in the Township of South Glengarry. It first presents pertinent background through an overview of supply and contextual factors. This is followed by an assessment on areas for program /activity expansion, and event development. As a high-level document, the Master Plan cannot pinpoint specific program requirements in design or marketing terms. It identifies program / activity types, and event themes, for further investigation and development, based on community input to the Plan, broader trends in program directions, and the local context.

4.2 Overview of Supply

4.2.1 Programs and Activities

Programs in South Glengarry are provided by the Township, other public agencies, not-for-profit organizations, community-based volunteer groups, and commercial operators. Table 4-1 provides examples of program services in the Township, including those that are structured and require registration, and drop-in/casual activities.

Table 4-1: Sample of Programs/activities Provided in South Glengarry

Organizer	Programs
Township	Public Skate, Beginner Skate, 55+ Skate, 55+ Stick and Puck, 55+ Shinny, Nordic Pole Walking, Minor Sport Programming
Other Public Agencies	SDG Counties Library Programs (storytimes, book clubs, kids crafts, ancestry club), EarlyON Program (parent and tot programs), Cooper's Marsh March Break Camp (by Raisin Region CA), Seaway Valley Community Health Centre (Balance for Life)
Not-for-Profit Agencies	Boys and Girls Club of Cornwall Summer and March Break Day Camps, Glengarry Nor'Westers and Loyalist Museum "Tea Talks", The Glengarry Celtic Music Hall of Fame Weekly Ceilidhs
Community-based Volunteer Groups	Minor and Junior League Hockey, Char-Lan Skating Club Programs, Martintown Goodtimers Programs (sports, games and arts for seniors), Minor Outdoor Sports
Commercial Operators	Cross-Fit, Olympic Lifting Seminars, Kettlebell Bootcamp, Martial Arts

The program inventory information was supplemented by responses to the detailed volunteer group survey. The twelve groups that provided information collectively cover a wide range of interests:

- Sports/fitness: outdoor field sports, outdoor court sports, arena ice/floor; gym sports/recreation, fitness/wellness.
- Non-sport: heritage programs, children's play programs, arts/artisan programs; club/social; outdoor nature-based, learning programs.

Areas provided in the survey that cannot be categorized as either sport or non-sport include drop-in activities, social support, and seniors' programs.

4.2.2 Events

Events in the Township are mainly provided by not-for-profit, local volunteer groups, and the Stormont Dundas Glengarry Counties (SDG) Library. The Township hosts the Kilt Skate and Volunteer Wine and Cheese. It also provides support to many events run by other others, including the Raisin River Canoe Race. Table 4-2 provides examples of special events held in the Township. A total of 33 events are thought to have occurred annually in the Township in pre-pandemic years. A relatively large number of annual events are held during the winter in South Glengarry, as various holiday events are supplemented by outdoor active events provided by the Friends of the Summerstown Trails (FOTST) and the Glendaler's Winter Sports Club. Several South Glengarry events attract visitors from outside the Township including the Williamstown Fair and the St. Raphael's Parish Galarama.

Table 4-2: Examples of Events in South Glengarry

Organizer	Sample of Events Provided
Public Agencies	SDG Library Events (Meet the Author, etc.), Raisin River Canoe Race, Family Fishing Day
Not-for-Profits	Williamstown Fair, St. Raphael's Parish Galarama, Summerstown Trails Snowshoe Race, Santa Claus Parade (x2), Raisin River Canoe Race, Annual Strawberry Festival, Family Fishing Day, various snowmobile fund raiser runs, various social fund raisers (e.g., wine and cheese socials)
Community-based Volunteer Groups	Annual Kids Fishing Derby, Annual Lancaster Yard Sale, Canada Day (Lancaster and Glen Walter)

The events inventory information was supplemented by responses to the detailed volunteer user group survey. The four groups that responded provide events related to sports (Char-Lan Minor Soccer and Char-Lan Rebels Jr. B Hockey) and heritage (Glengarry NorWesters and Loyalist Museum) including: annual banquet, alumni golf tournament, semi-annual exhibits/educational programming on local history, guest speaker series, and fundraisers/ community engagement events. The Lancaster Optimists host a public speaking contest, a bike rodeo and Canada Day celebration.

Collectively, the 11 volunteer groups that responded to the relevant survey questions accommodated between 25 and 3,000 participants in their programs and/or events in their last full year of operation before COVID. Their programs and/or events serve all age groups and/or families, while the least reported cohorts were those between the ages of 20 to 44 years old. Together, the groups draw at least up to 10% of their participant/members from rural South Glengarry and each of the Township's 15 communities. May draw between 10% and to 30% from various Township communities, and very few are focused on serving only a single area within South Glengarry.

4.2.3 Summary

Programs and activities available in South Glengarry comprise a good supply of year-round sports / active pursuits for both males and females, as well as a variety of events held throughout the year. Programs and events in the areas of culture and heritage are also well represented, especially in the areas of music and elements of local history. On balance, however, the existing structured program supply focuses on services for children and youth, and for seniors. Adult fitness services are primarily delivered by commercial operators.

4.3 Contextual Factors

4.3.1 Role and Capacity of the Municipality in Providing Programs, Activities and Events

The Township operates as an indirect provider of recreation services. In this role, it facilitates or enables others - such as volunteer program providers, other agencies or individual instructors - in the delivery of programs, activities and events to the community. As an indirect service provider, therefore, the municipal focus is ensuring high quality parks and facilities are available for use by other programs providers and for general community activity and enjoyment. Parks and facilities capital projects, facilities scheduling, operations and community relations are key staff responsibilities in this model.

It is typical for relatively small municipalities to operate using this model, as there is neither the level of demand for specific types of programming nor the resources to institute direct service delivery by hiring dedicated program staff. While facilitation has been the Township's primary role over the years, South Glengarry has taken the lead in providing needed programs that have not generated a community-based, volunteer response. Table 4-3 presents the programs/activities that have been led by the Township in recent years, and their participation levels.

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Table 4-3: Township-led Programs and Participation 2015 to 2022

Program	2015	2017	2018	2019	2022
Glen Walter Soccer		209	185	146	104
Char-Lan Soccer		300	312	334	322
Ball Hockey League	50	80	84	87	-
Baseball		30	39	44	-
Summer Camp	311	329	274	266	-
Counselor in Training Leadership Program	8	9	11	15	-
Learn to Play Lacrosse				13	-
T-Ball		30	40	42	-
March Break Workshop		10	-	10	-
Halloween Fun Day			11	11	-
Christmas Baking			4	12	-
Nordic Pole Walking					20
Badminton					20

As indicated in the table, the current Township-led program supply is very limited, for several reasons:

- The Boys and Girls Club of Cornwall has recently begun operating both summer and March Break camps in South Glengarry.
- Uncertainty around post-COVID start up precluded committing to a larger roster of programs.
- Limited numbers of volunteers for T-ball and baseball in past years did not support a push to restart these programs now.
- Arena floor programs have been suspended while the arena floor project is taking place Summer of 2022.

Although there may be potential to reinstate some of these programs in upcoming years, a return to previous levels cannot be assumed. A former part-time program coordinator position with responsibility for supporting community-based providers was defunded in 2021. If this is to remain the case, the Township's enabling role will shift to greater reliance on volunteers willing to take on more responsibility for program provision.

Programming potential is theoretically limitless as long it is supported by the resources needed to implement and sustain it. Through consultation for the Master Plan, residents reported some level of interest in all activity categories. While the assessments in this discussion are not meant to preclude program/activity/event provision in any area of interest, they consider a number of factors to provide direction on areas that should be considered 'good fits' from the perspectives of the provision context, level of community interest and overall trends (see Section 3.0). In all areas, however, it is assumed that new/expanded programming in South Glengarry will be shaped by the following: 1) the Township's capacity as a facilitator will continue to focus on finding and helping volunteers to take responsibility for organized programs and, where required, contracting commercial operators or instructors to deliver the service; 2) opportunities for self-directed, unstructured activities will be an important component of supply.¹

¹ Trails are an important component of both self-directed and organized activity in South Glengarry and are discussed in Section 6.0.

4.3.2 Resident Participation Patterns in Recreation

As shown in Figure 4-1, the majority of respondents to the Master Plan surveys participate in structure or unstructured recreation in South Glengarry either frequently (about 1/week or more), occasionally (about 1/month) or rarely (2-3 times per year), based on pre-COVID experience. Online survey respondents reported noticeably higher levels of local participation in recreation than telephone survey participants. Typically, people who self-select to participate in an online survey about parks and recreation are more likely to be users of these services. Random sample surveys, by nature of their design, capture both users and non-users. These findings point to considering ways to engage non-users in recreation and to increase levels of participation among users.

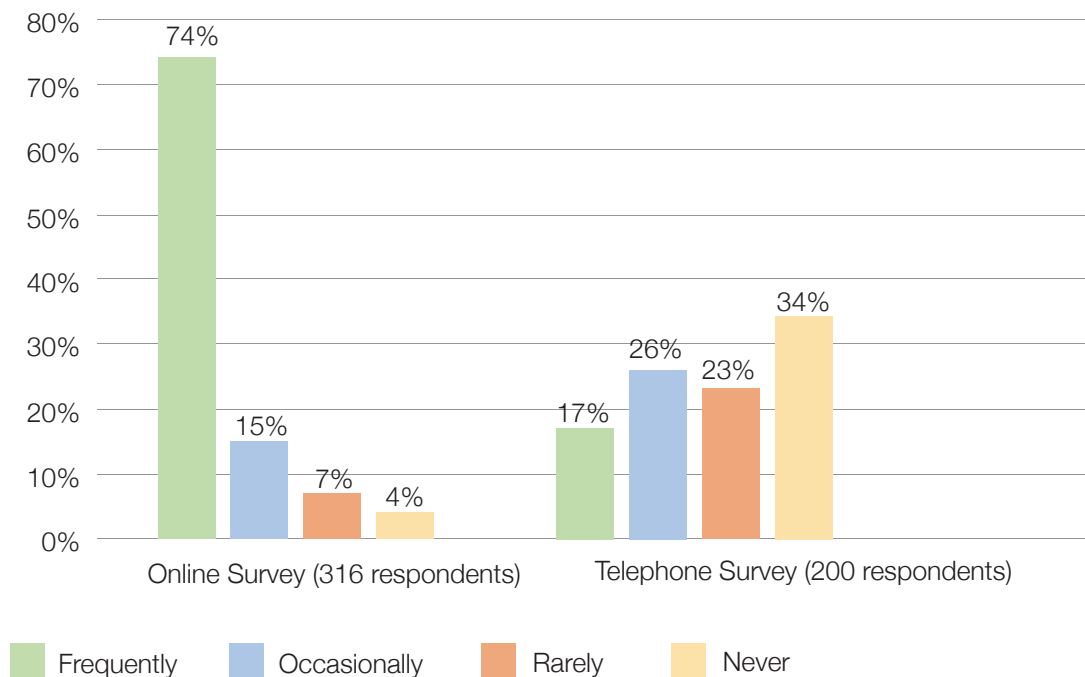


Figure 4-1: Frequency of Participation in Recreation in South Glengarry

Given its proximity to the Township, the City of Cornwall will continue to be a key destination for South Glengarry residents for recreation programs and services, and particularly those who live in the southwest portion of the community. With a population of 47,845 (2021 Census), the City can provide services that can only be supported in larger urban areas such as indoor aquatics and field sports. Other area municipalities also provide services that are not available in the Township - and could not feasibly be duplicated locally - but are close enough to serve South Glengarry residents. The Township of North Glengarry, for example, has a therapeutic pool that is a part of the Glengarry Memorial Hospital (HGMH). It is fully wheelchair accessible and is programmed for instruction, family swim and rentals. There is also an outdoor pool in St. Andrews West, South Stormont, which is a short drive from Martintown.

There are a number of programs provided in North Glengarry that are not available locally and could be considered as options for residents who live in the north end of the Township and/or want to participate in winter sports at the Tim Horton's Sports Dome, which provides an artificial turf field.

Given these considerations, Township-based service development should focus on programs, activities and events that are appropriate in scale to its population size, need to be closer to home, and/or are not available in the regional market.

Among 237 online survey respondents, the majority (82% or 194 respondents) indicated they or others in their household participate in recreation in communities outside of South Glengarry, and approximately half doing so most frequently in the City of Cornwall. Of the 50 telephone survey respondents reporting participating in other communities, Cornwall was most often reported as their destination either frequently, occasionally, or rarely. For both surveys, key reasons for travelling beyond South Glengarry for recreation were that services are not available in the Township and/or leagues are based elsewhere.

4.4 Assessment of Need for Service Development

4.4.1 Community Interest

Figure 4-2 shows results from the surveys on respondents' views on the need for additional programs and activities in South Glengarry. Online survey respondents are considerably more interested than telephone survey participants in an expanded supply of programs and activities in South Glengarry.

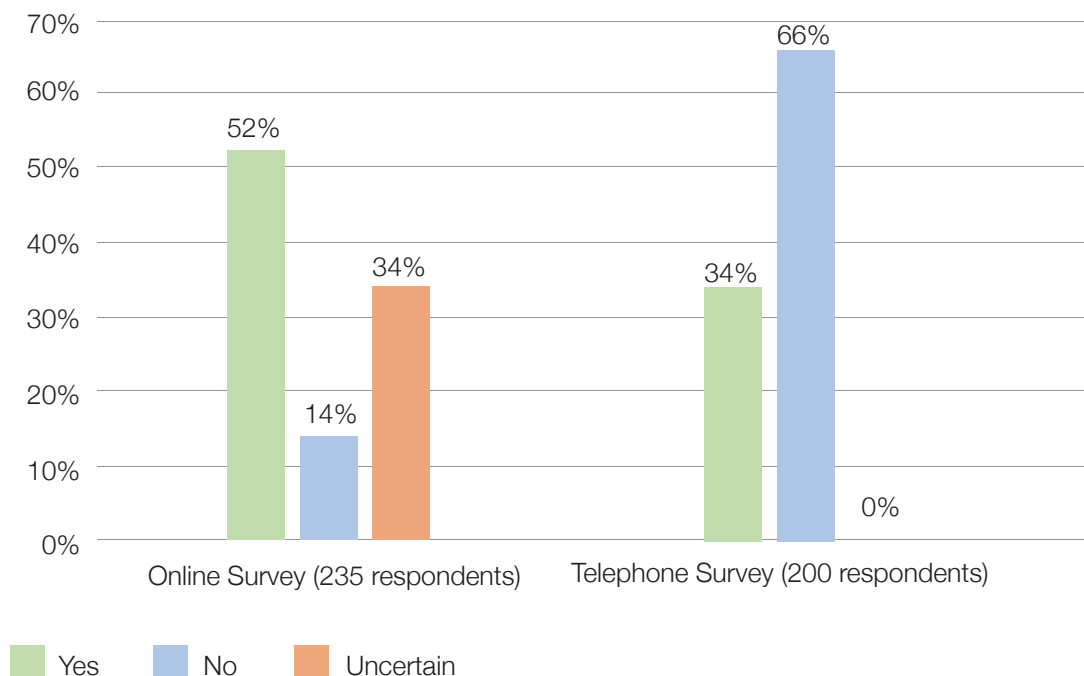


Figure 4-2: Need for Additional Recreation Programs and Activities

Table 4-4 ranks the types of sport/fitness and non-sport/fitness programs or activities of interest to South Glengarry households from the online survey. Those identified by more than half were water-based activities such as canoe, kayak, and swimming, and wellness programs such as yoga, tai chi, and mental health. Those noted by more than one-third to 60% of respondents included social/club activities, gymnasium sports, camps, visual arts, and group fitness. At the same time, there was some

level of interest reported in all program/activity areas identified in the survey, which included a variety of sport and non-sport programming, as well as those that could be held indoors and outdoors. On balance, however, it appears that there is greater interest in the non-sport categories.

Table 4-4: Program/activity Interests from Online Survey

Sport/Fitness Programs/activities		Non-sport Programs/activities	
Category	Level of Interest [121 respondents]	Level of Interest [117 respondents]	Category
water-based activities (e.g., canoe, kayak, swimming)	62%	61%	wellness programs (e.g., yoga, tai chi, mental health)
gymnasium sports (e.g., badminton, volleyball, pickleball, basketball)	44%	45%	social/club activities (e.g., youth drop-in, seniors, new moms)
group fitness classes (e.g., aerobics, Zumba)	35%	41%	camps (e.g., day, summer break)
court sports (e.g., tennis, pickleball)	28%	40%	visual arts (e.g., painting, photography, digital media)
arena ice activities (e.g., hockey, icestock, sledge hockey, skating, curling)	26%	31%	before and after school programs
field sports (e.g., soccer, lacrosse, ball)	25%	30%	seniors' programs
outdoor ice activities (e.g., learn to skate, shinny, etc.)	22%	27%	learning, self- improvement / interest (e.g., local heritage, nutrition, computer)
arena non-ice activities (e.g., floor hockey, box lacrosse)	16%	25%	environmental (e.g., pollinator gardens, xeriscape gardening)
wheel sports (e.g., BMX, skateboard)	16%	23%	play programs for preschoolers
marital arts (e.g., karate, tae kwon do, jiu jitsu)	11%	22%	performing arts (e.g., drama, choral)
none of the above	1%	21%	artisanal (e.g., quilting, handmade food, sculpting)
-	-	3%	none of the above

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Figure 4-3 shows the results of each survey about interest in additional programs/activities by age group. Over half (57% or 71) of online survey participants, and approximately one-third (34% or 68) of the telephone survey respondents, indicated age-group specific interest.

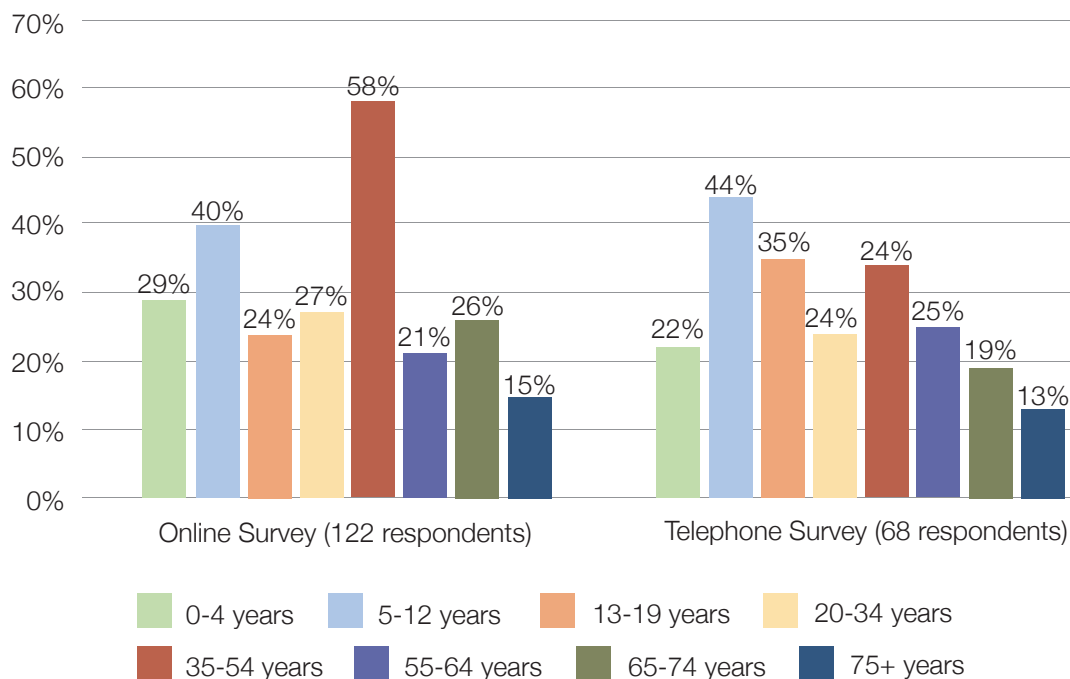


Figure 4-3: Interest in Additional Recreation Programs and Activities by Age Group

The findings show relatively similar patterns by age group in the two surveys, with adults and elementary school aged children showing relatively high proportions, the three oldest age groups comprising the lowest proportions, and teens and preschoolers falling in between.

In the online survey, the majorities (from 69% to 78% of 122 respondents) indicated interest in both active sport/fitness and non-sport recreation programs/activities for all age groups. Among those who selected sport/fitness or non-sport recreation, interest in the former exceeded that for the latter, except for adults between the ages of 55 and 65 years or those 75 years of age and older, who reported more interest in non-sport programs/activities.

In the telephone survey, the distribution pattern by active sport/fitness and non-sport program interest by age group was similar to that of the online survey. The largest proportions - although not the majorities - expressed interest in both active sport/fitness and non-sport programs for all ages groups, except for those between the ages of 55 and 74 years who indicated more interest in non-sport activities.

The relatively low results in interest among older residents likely reflects the work of both the Township and the volunteer community in implementing its Age Friendly plan, which was focused on the recreation needs of South Glengarry's seniors.

4.4.2 Sport/Fitness Programs/ Activities

Areas for Program Development

With a wide range of program/activity interests in the face of limited human and financial resources, it is helpful to establish the relative focus for future service development. The foregoing information was used to construct a qualitative analysis of community interest that also considers the current context and relevant trends. Each category of sport/fitness from the survey was assigned numeric values across three themes with relevant indicators, as described in Table 4.5. It is important to note, however, that the numbers are subjective evaluators used only to gauge relative positions. No category is precluded from potential service development should demand support provision. Moreover, each category used in the survey represented a range of activities/interests for which only a few examples were provided. Other interests to be considered may also emerge over the term of the Master Plan.

Table 4-5: Sport/fitness Program/activity Evaluation Indicators

Theme	Indicator	'Test'	Value Assigned
context	current supply	Is the activity category well represented in current supply?	yes = 1 no = 2
	asset-based	Does the Township own/have access to the natural or built assets to provide it?	yes = 2 no = 1
community interest	survey response	What level of interest was expressed by the community in the survey?	high = 3 (50% +) medium = 2 (20% to 49%) low = 1 (< 20%)
	relevant age groups	Which age groups are most likely to participate/engage in the activity?	all age groups = 1 (children, teens, adults and/or seniors) adults = +1 children = +1 (maximum 3 total)

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Theme	Indicator	'Test'	Value Assigned
trends	outdoor	Is it or could it be based outdoors?	yes/possibly = 2 no = 1
	nature-based	Does it focus on engagement with the natural environment?	yes = 2 no = 1
	winter	Is it or could it be a winter activity?	yes/possibly = 2 no = 1
	self-directed	Is it an activity that is amenable to self-directed engagement?	yes = 2 no = 1

Applying the values assigned to each of the activity categories listed in the survey resulted in the following totals, which are discussed further below (calculations are contained in Appendix B Table B.1).

water-based activities: 17

court sports and outdoor ice activities: 14

arena ice activities: 12

gym, wheel and field sports: 11

group fitness: 10

arena non-ice and martial arts: 9

Water-based Activities

In the survey, water-based activities included canoe, kayak, swimming as examples and, with few exceptions, respondents interpreted swimming to focus on recreational activity at waterfront locations. Residents understand the inability of the Township to finance a municipal pool.

Improvements at existing waterfront access points, and future development at Cairnview Park (see Section 6.0) will provide amenities to support non-motorized, small craft water sports as self-directed activities. There may also be opportunities to contract seasonal canoe/kayak/paddle board rentals and instruction at designated waterfront locations. These types of activities are also in keeping with increasing interest in outdoor recreation and engaging with nature.

While municipalities sometimes provide freshwater swim programs, opportunities for this approach are likely limited in South Glengarry. The parks discussion (Section 6.0) considers the potential development of Cairnview Park as another location for access to water-based activities.

Court Sports, Outdoor Ice Activities

Court sport examples were tennis and pickleball. Both are versatile in terms of their amenability to indoor and outdoor venues, self-directed or organized participation and, the future possibility of extended outdoor seasons due to climate change. Organized court sports, however, requires volunteers to take responsibility for programs with support from the Township. The Martintown Good Timers offer a pickleball program, which is held indoors at the Martintown Community Centre during the winter and moves outdoors for the summer. Glen Walter Regional Park is also used for regular drop-in pickleball and tennis.

There are currently seven (7) outdoor rinks in South Glengarry that rely on community volunteers to maintain in the winter months. A typical outdoor rink season may run from approximately January to March depending on weather. Each outdoor rink has a change shack for patrons to put on their skates, and this building also houses the access to water for flooding the ice. The Township supplies the outdoor rinks with snow blowers and maintains heat in these buildings to ensure the pipes do not freeze. Although the outdoor rinks rely on volunteers for day-to-day operations, the Township supplies a high level of service to these locations with facility maintenance, snow removal equipment, heating, etc. Regularly scheduled programming at outdoor rinks, however, is not recommended as the facility's seasonal usage is entirely weather dependent.

The Township is currently in the process of providing bocce ball courts at Ken Barton Senior Park, as part of the master plan for this site, which will add another opportunity for casual or organized outdoor activity.

Arena Ice Activities

Arena ice activities included hockey, icestock, sledge hockey, skating and curling as examples. Many of these sports are already provided in South Glengarry for children, youth, adults and seniors. Community interest, therefore, may reflect lack of awareness of their availability.

Ice stock is a relatively new sport in Canada and is growing in popularity in some communities.

"Ice Stock Sport is a winter sport that is somewhat similar to curling and bocce. Like Curling, ice stock sport is played on ice and involves sliding a heavy object (the stock) in the direction of the target. Unlike curling, the stock is much lighter, weighing on average under 10lbs and the stock comes with a handle that the competitors swing back and forth before releasing onto the ice. Similarly to bocce, this target (the daube) moves when it is hit and points are scored by the stocks closest to it once all players have had their turn. Although [the] sport was primarily played in Germany, Switzerland and Austria, it is now played all over the world. Over the years the sport has evolved to include playing on surfaces other than ice. With the ability to change parts of the equipment, ice stock sport can be played all year round on surfaces such as asphalt, concrete and paving stones."¹

¹ <http://icestockcanada.ca>

Given its suitability to ice and non-ice surfaces and, therefore, indoor and outdoor, year-round engagement, it may be an activity that could be tested as a drop-in program to gauge active interest and identify potential volunteers for organized programming.

Sledge hockey is a sport that is not always offered, as demand is more limited than for other arena ice activities. Available information does not indicate there is a league in the area, although demand may emerge at some point in the future.

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Gymnasium, Wheel, Field Sports

Gymnasium sports examples were badminton, volleyball, pickleball, and basketball. Like courts sports, these activities are amenable to both indoor and outdoor venues and all are part of the community's current supply of either programs or locations/facilities for self-directed play.

As noted above, sports such as pickleball can be accommodated in general program space, while others require the floor area and height of a regulation gym. The Township does not have a municipally owned regulation gym for indoor programming. Municipal gyms, ranging from \$1.5m to \$2m to develop, are typically provided as part of multi-use recreation complexes and are not recommended as stand-alone facilities. Municipalities without gyms often turn to local school boards to access their facilities for community programming. The Township of South Glengarry facilitates access to Char-Lan High School for a popular, volunteer run badminton program. Need for additional programming that requires a gymnasium, therefore, can be also be addressed through access to the high school gym.

Field sports included soccer, ball and lacrosse as examples in the survey. Minor soccer programming has been led by the Township for a number of years, and participation levels have been relatively high as noted in Table 4.1 above. Minor baseball has also been provided, with considerably lower participation. Moreover, difficulty finding volunteers to help run the program is one of the reasons ball is not being offered in the 2022 season.

As with arena ice activities, community interest in gym and field sports may reflect lack of awareness of available programs. At the same time, emerging interest in other types of field sports, such as lacrosse and field hockey, could be accommodated on existing fields in response to volunteer interest in program development.

Wheel sports referred to BMX and skateboarding, demand and facility needs for which are addressed in Section 6.0 on Parks and Trails

Group Fitness

There are a number of specialty fitness-related programs offered in the Township, including cross-fit and kettlebell bootcamp. Seniors programming also includes fitness-related activities such as Balance for Life.

The survey examples of group fitness included aerobics and Zumba, which are less specialized and intense programming than those currently offered and should be considered for future provision.

Arena Non-ice, Martial Arts

Floor hockey and box lacrosse were provided as examples of non-ice arena activities. The ball hockey program at the Arena is anticipated to return once the floor repair is complete. Box lacrosse may be an area for future development if volunteers are interested and available to run a program. Staff indicated interest in piloting a roller hockey program that was precluded due to COVID and this might be an option to consider as spaces reopen.

Martial arts programming is currently offered in the Township and could be expanded if needed.

Summary

The current supply of sport and fitness programs in South Glengarry is varied in terms of type, age groups served, and seasons offered - especially if both structured and self-directed opportunities are considered. Traditionally popular sports (e.g., hockey, figure skating, ball and soccer) are covered along with newer and more specialized activities (e.g., pickleball, martial arts, fitness bootcamp). Community consultation findings indicated interest in additional sports/fitness programs/activities - to a greater or lesser degree - across a variety of areas. Those that appear to offer the most potential for future development include water-based recreation activities, court sports and outdoor ice activities. While this does not mean other areas of program/activity development should be precluded, the prevalence of these three areas is based on an assessment that looks at the need in relation to community interest, current supply, asset-based development, interested/relevant age groups, and general trends in recreation.

Recommendations

- PE1. Use improvements at existing waterfront access points, and future development at Cairnview Park, to provide amenities for non-motorized, small craft water sports as self-directed activities.
- PE2. Investigate opportunities to contract seasonal canoe/kayak/paddle board rentals and instruction at designated waterfront locations.
- PE3. Promote tennis courts in the Township and solicit for a volunteer base if the need for additional organized activity arises.
- PE4. Focus on new program/activity opportunities for which demand emerges that can be accommodated at existing facilities, can use both indoor outdoor spaces at different times of the year, and for which volunteer commitment can be instituted (e.g., ice stock sport, field lacrosse, box lacrosse, etc.)
- PE5. Continue to facilitate community use of schools for gym-based programming.
- PE6. Work with fitness program providers in the community to provide options for less physically intense physical fitness programming (e.g., drum fit)

4.4.3 Non-Sport Programs/ Activities

Areas for Program Development

Analyzing the potential for non-sport program development used the same approach as for sport and fitness activities. Table 4-6 shows the indicators that were used for the assessment, which were limited to those related to context and community interest.

Trend-related indicators were not applied in this case since the same types of mutually exclusive indicators for these types of activities are difficult to identify, as they comprise a much broader range of interests. Moreover, in relation to the more traditional areas of municipal service provision in sport and fitness, non-sport programs/activities are collectively trending towards growth in demand/popularity.

Table 4-6: Non-sport Program/activity Evaluation Indicators

Theme	Indicator	'Test'	Value Assigned
context	current supply	Is the activity category well represented in current supply?	yes = 1 no = 2
	asset-based	Does the Township own/have access to the natural or built assets to provide it?	yes = 2 no = 1
community interest	survey response	What level of interest was expressed by the community in the survey?	high = 3 (50% +) medium = 2 (20% to 49%) low = 1 (< 20%)
	relevant age groups	Which age groups are most likely to participate/engage in the activity?	all age groups = 1 (children, teens, adults and/or seniors) adults = +1 children = +1 (maximum 3 total)

Applying the values assigned to each of the activity categories listed in the survey resulted in the following totals, which are discussed further below (calculations are contained in Appendix B Table B.2).

- visual arts, environmental, artisanal: 9
- wellness, social/club activities, learning, self-improvement / interest: 8
- camps, before and after school programs, seniors' programs: 6

Visual Arts, Environmental, Artisanal

Examples provided in survey:

- visual arts (e.g., painting, photography, digital media)
- environmental (e.g., pollinator gardens, xeriscape gardening)
- artisanal (e.g., quilting, handmade food, sculpting)

These areas of programming are becoming more popular. Community-based visual arts programming has historically been limited. Interest is also being fueled by growing awareness of/engagement in the outdoors and nature, where there is much to explore and record using various media.

Interest in environmental programs has grown in relation to concerns about its degradation and increasing evidence of climate change. A random survey by Abacus Data, conducted with a random sample of 1,500 Canadians aged 18 in July 2021 indicated that, "a majority of Canadians are extremely or quite concerned about climate change. More than half (52%) say they are extremely concerned or quite concerned about climate change. Another 35% say they are a little concerned while 13% are not concerned at all."² Environment-related interests provide both a learning and a 'doing' area of programming. Volunteer 'friends of'

groups now take responsibility for stewardship of parks and natural areas, with instruction/support from public agency-owners.

Interest in artisanal programming appears to have been prompted by heritage movements that highlight specific crafts such as the barn quilt trails. The Barn Quilt Trails exemplifies this type of programming, which also serves objectives related to visitor attraction.

"Barnquilttrails.ca is a Canadian network of quilters, rural organizers, museums, historians, sponsors and many others with a passion for rural Canada. We are working together to promote and enhance rural creativity, the arts, Canadian heritage and culture. Barn quilts...honour our quilters and the textile arts, draw attention to the magnificent barns that are fast disappearing, draw motorists to our rural highways, roads that have many stories to tell. Barn Quilts are rural graffiti – civic art pointing to sacred places, battlefields, and historic locations that we have forgotten about."¹

¹ <https://barnquilttrails.ca/about-us/>

Food-related programming has developed in response to social awareness about the importance of food in relation to health, growing cultural diversity in local cuisine and availability of a much wider variety of foodstuff, and the environmental aspects of food production.

Each of these areas offer potential for program development in South Glengarry. Facilitating their provision is discussed further in subsequent sections of the Master Plan.

² <https://abacusdata.ca/extreme-weather-climate-change-choices/>

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Wellness, Social/Club, Learning/self-improvement

Examples provided in survey:

- wellness programs (e.g., yoga, tai chi, mental health)
- social/club activities (e.g., youth drop-in, seniors, new moms)
- learning, self-improvement/interest (e.g., local heritage, nutrition, computer)

The current program supply includes active fitness programming but lacks less intense, gentler workouts such as tai chi and yoga. These instructor-led programs can be offered year-round using indoor and outdoor venues. Programs that specifically address mental health are also becoming more prevalent and can be directed to specific age groups. As specialist-led programs, partnerships with relevant agencies to deliver services in South Glengarry would be required. This topic is discussed in Section 7.0 on Service Delivery.

The supply of casual, drop-in programs could be expanded to include various age or interest groups provided the availability of suitable facilities, supervision (as appropriate), and a volunteer(s) to lead adult groups. A youth drop-in, for example, would need to be held during a time when facility staff are present or - if at a Township facility that does not house staff - when an adult volunteer is available to supervise. A new moms drop-in would need to be self-run using a Township space or spaces if get-togethers were to be rotated through different locations.

Learning, self-improvement, and general interest programs can cover an extensive range of topics. They also coincide with other types of programs discussed here. Visual arts, performing arts, environmental, and artisanal activities, for example, address all three areas. The existing program supply also includes both learning and interest-based programs through,

for example, the SDG Library, the Glengarry Nor'Westers and Loyalist Museum and the Glengarry Celtic Music Hall of Fame. Future programming of this type, therefore, should continue to leverage ways to blend various areas of interest and build on existing resources.

Camps, Performing Arts, Seniors, Children

Examples provided in survey:

- camps (e.g., day, summer break)
- before and after school programs
- seniors' programs
- play programs for preschoolers
- performing arts (e.g., drama, choral)

Seniors, camps and preschool programming is relatively well represented in current program supply. Seniors' services are well established and facility-based in Martintown. The Township has recently entered a partnership with the Boys and Girls Club of Cornwall to deliver its summer and March Break camp programs, EarlyON provides programs for parents and their preschoolers, and children's activities comprise much of the Library's services. Community interest may reflect lack of awareness of program availability. At the same time, there may be opportunities to improve/expand services to supplement those already offered. A respondent to the household survey indicated a lack of consistently available programming, especially those for children younger than three years old who could benefit from gross motor/team sport engagement.

Performing arts is a program area that is not typically of significant interest in communities without specialized facilities and amateur performance companies.

Intergenerational programming is an area that does not appear to be well represented in South Glengarry and for which interest in provision

should be investigated with the community and program providers. Section 7.0 on the Delivery System discusses program provision in terms of identifying needs and designing a response that is appropriate for the Township.

Summary

The current supply of non-sport program/activities in South Glengarry covers a range of interests and is well developed in the area of cultural heritage. Community consultation findings indicated varying degrees of interest in more non-sport programming, with a particular focus on visual arts, environmental, artisanal, wellness and new areas of social and learning/self-improvement. These prevalent areas of interest/need were identified in relation to context (current supply and potential for asset-based development) and community interest (survey responses and age groups).

Recommendations

- PE7. Work with local community partners to facilitate the development of visual arts, environmental, and artisanal programs/activities with an emphasis on targeting combined objectives in design and delivery.
- PE8. Work with fitness program providers in the community to provide low intensity, 'gentle' wellness programming such as yoga and tai chi.
- PE9. Investigate opportunities to bring mental health-specific programming to South Glengarry.
- PE10. Establish opportunities to introduce more social, drop-in programs for age/interest groups such as youth, new moms, etc. and address, if required.
- PE11. Pursue opportunities to introduce intergenerational programming.
- PE12. Focus on developing program/activities that build on/enhance current resources, can be accommodated at existing indoor and outdoor spaces, leverage existing or new partnerships, and for which volunteer commitment emerges.

4.4.4 Community Events

Community Interest

As shown in Figure 4-4 both online and telephone survey respondents indicated interest in attending community events, although the majority of each was or was not interested, respectively.

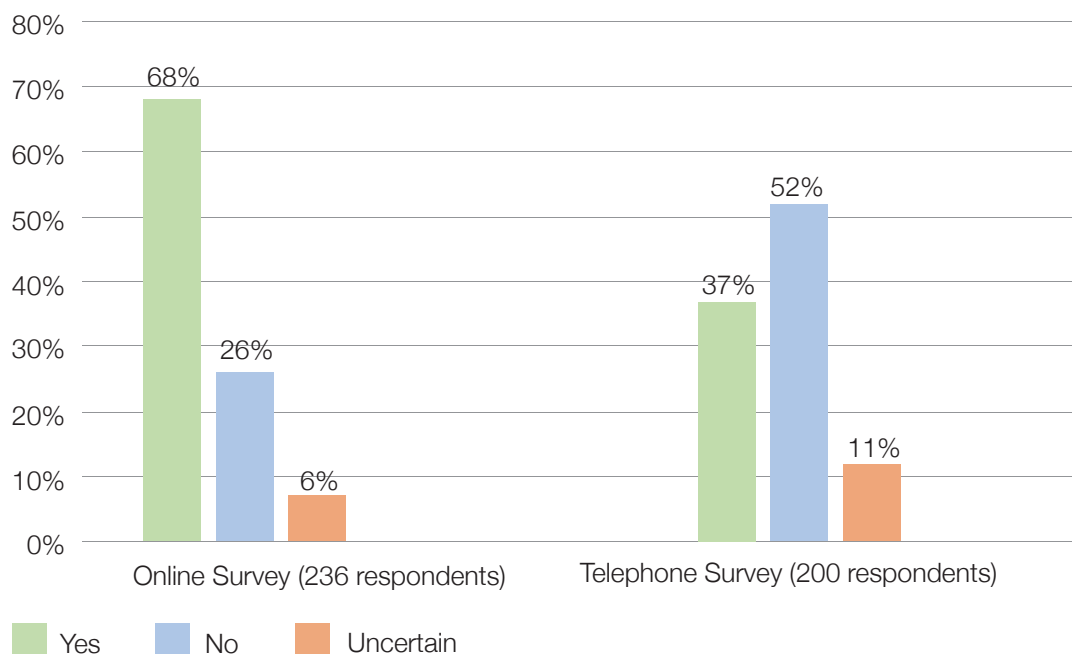


Figure 4-4: Interest in Additional Community Events

One hundred and five online survey respondents identified the types of events they would like to see provided in the Township. Just over one-third (37% or 73) telephone survey respondents reported events of interest. These findings are listed below by type of event and theme/description:

- festivals, carnivals, fairs: themes included music, winter, spring, summer, fall harvest
- sport/recreation/fitness/wellness: themes were skiing, hiking, hockey, tournaments, league events, yoga, swimming
- food: markets, community picnics, BBQs
- holidays: Canada Day, Family Day, Christmas, Easter, Remembrance Day, New Year's Eve, Halloween
- others: arts and culture, concerts, family activities, parades, nature, education/training, camps/playgroups/jamborees, workshops/clubs, fundraising.

Event Development and Provision

As noted above, pre-pandemic years included a large number of variously-themed events in South Glengarry throughout the year, which attests to both volunteer and Township effort in planning and provision. It remains to be seen, however, which of the pre-COVID events re-establish themselves as restrictions are rolled back. The community also expressed interest in a number of themes/topics for one-day or weekend events, some of which mirror those identified for new/expanded programs, as discussed above.

Given uncertainty regarding the ‘comeback’ of events that were suspended due to the pandemic and apparent community interest in new event themes, there may be need to rationalize the Township’s approach to its involvement in these services. In its role as facilitator, the resources available to engage in event provision as well as day-to-day services will continue to be limited. At the same time, opportunities to build the visitor-attractive side of events should be considered to increase tourism, in collaboration with the County - and possibly neighbouring municipalities, and particularly North Glengarry - in provision.

An initial step is to identify the ‘core’ events that define South Glengarry, are important to the community, and are to be sustained. These are most likely to be among the events that comprise current supply, as noted above. If there are some that are struggling or are difficult to deliver each year, combining or discontinuing them should be considered. To whatever extent is possible, new events should not replicate those that already exist. Local groups should be encouraged to offer events that will bring people of the Township together in different communities at different times.

Although certain events are by nature geared one way or the other, there is no hard line between community and visitor-oriented events and festivals in terms of who attends/

participates. Indeed, any event - if effectively promoted - has potential to attract visitors from outside the community. The primary distinction between the two is the objective or purpose of providing the event/festival, which in turn, determines the involvement of providers at various levels (e.g., local community or Township-serving volunteer group, the municipality, the County, commercial sector, etc.) to develop, finance, and deliver it. Local events are important to community building and offer opportunities for residents in different areas of the Township to come together. For visitor-directed events, satisfying the high expectations of tourists needs to be considered - particularly as word-of-mouth is a reliable source of promotion.

Weekends are generally preferred times for special events and festivals. If many events are offered each year, several are likely to occur on a number of weekends simultaneously. While there are no indications that concurrent events “split” the market of potential participants, it is a factor to consider in further developing this component of supply. At some point, the ‘investment’ in provision - including non-monetary resources - will render individual events too costly to deliver unless increasingly larger numbers of visitors can be attracted. Rationalizing the Township’s approach may require:

- identifying specific objectives related to visitors vs. local event development, and criteria to determine when a local event takes on a tourism-orientation and, therefore, requires additional support from the County (and possibly other parties)
- choosing appropriate, locally-specific themes to focus and build on
- evaluating the current situation in terms of themes, participation trends, issues around scheduling conflicts, access to facilities, competition for resources, service duplications, etc.

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- identifying opportunities to thematically link, better coordinate or combine smaller or differently located events, and to ‘piggy-back’ with other recreation initiatives

Ideally, tourism initiatives should focus on several themes that can be built and promoted as South Glengarry-specific. The first step, therefore, is to identify existing events/themes that are unique to South Glengarry and amenable to tourism objectives. One that immediately presents itself is “Ontario’s Celtic Heartland,” around which many successful programs and events have already been built. A second theme is agri-tourism, which focuses on the area’s agricultural roots and continuity to the present.

Tourism initiatives should be pursued with the County’s involvement and support, to ensure available funding is directed to local efforts that benefit larger tourism objectives, and to integrate a regional perspective in planning, promoting and delivering these experiences. South Glengarry, for example, has limited accommodations for overnight visitors but Cornwall has these services. “Visitor packages” might be developed with motels/hotels in the City that include the cost of visits to destinations, experiences and events within South Glengarry. Direct promotion to a larger geographic area could be undertaken to interest potential visitors in the area’s rich heritage to be experienced (e.g., through reciprocal agreements with other heritage organizations in the GTA).

Some of the local organizations involved in these efforts will be the same ones providing arts, culture and heritage programs/services to residents. As noted above, the Township and County together should take the lead in determining tourism objectives with North Glengarry, other area municipalities, and relevant public agencies, local volunteer groups, and interested commercial operators, to establish service directions and support. Section 7.0 on Service Delivery discusses policy related to events.

Summary

During a typical year, many events are held in Township, comprising both community and/or visitor-oriented initiatives. Residents reported interest in a variety of one-day or weekend events covering a number of themes, many of which could be combined in a single event. Community oriented events are important to building social connections and ties within the Township, and those that attract visitors contribute to tourism-related objectives. Future planning and provision of both types of events should be in keeping with the community’s capacity to deliver them with limited support from the Township and focus on those that are sustainable and essential to social and economic objectives.

Recommendation

PE13. Rationalize approach to supporting the provision of community events in terms of the annual number, type, scheduling and balance between local and/or visitor-oriented themes and objectives.

4.5 Geographic Distribution of Programs, Activities and Events

As discussed in Section 2.0 of the report, the historic settlement pattern of the Township is reflected in a legacy comprising many small communities throughout the municipality. Most of these have parks and/or community centres or small buildings that provide focal points for local and/or broader recreation activity. Future program, activity and event provision should, to whatever extent is possible, minimize duplication of services in multiple locations, and distribute programs/events across the Township to encourage resident interaction and optimize the use of resources in providing the widest possible range of opportunities. To some extent, this approach is hindered by the distance between communities. Improved distribution, however, can include both location and timing and could also involve rotating programs by community. Residents expressed interest in recreation programs and activities being made more widely available for different age groups throughout the week. This is an important consideration for those who are less mobile including seniors, new mothers who are home-based and would benefit from local preschool activities and all those without access to cars.

Recommendation

PE14. To the extent possible, distribute programs, activities and events at parks and community facilities across the Township to encourage resident interaction, optimize the use of resources in providing the widest possible range of opportunities, and improve access to those with limited options to travel to other communities for these services.



Figure 5-1: Green Valley Community Centre

5.0 Facilities

5.1 Introduction

The facilities section addresses indoor and outdoor facilities that are scheduled for organized use by the Township or volunteers that deliver community programs and services.

Facilities and features that provide heritage and culturally-related recreation - whether structured or self-directed are also addressed. The discussion presents pertinent background through an overview of supply and contextual factors specific to South Glengarry which is followed by an assessment of future directions for indoor and outdoor scheduled facilities.

Section 6.0 of the Master Plan considers needs and opportunities to enhance parks, trails and waterfront access locations with facilities and amenities for self-directed, casual use since these are often tied to the type of space being considered. Parks-based facilities of this nature include facilities such as splash pads, skate parks, basketball courts, playgrounds, outdoor fitness equipment, and picnic areas.

5.2 Overview of Supply

5.2.1 Indoor Recreation Facilities

As shown in Table 5-1, indoor facilities for recreation comprise those owned by the Township, School Boards, other public agencies such as the Conservation Authority, and the not-for-profit sector. For facilities located in schools, their availability for community use outside of academic hours/activities depends on the policy of the respective Board. The Township has an agreement with the Upper Canada District School Board for priority access to its facilities.

Table 5-1: Indoor Recreation Facilities in South Glengarry

	Name	Settlement Area	Arena	Hall/Multi-purpose Room	Full Kitchen	Library	Gymnasium
Municipal	Char-Lan Recreation Centre	Williamstown	1	1	1		
	Paul Rozon Memorial Park Building	Williamstown		1	1*		
	Martintown Community Centre Hall	Martintown		2	1		
	North Lancaster Hall	North Lancaster		1	1		
	Jack Danaher Hall	Bainsville		1	1*		
	Green Valley Community Centre	Green Valley		1	1		
	Smithfield Park Building	Lancaster		1	1		
	Lancaster Legion	Lancaster		1	1		
	Lan-Char Centre	Lancaster		1	1*		
	Total Municipal		1	11	9		
Public Agencies	Raisin Region CA - The Cooper Marsh Visitor Centre	South Lancaster		1			
	Total Other Public Agencies	1		2			

* small kitchen or kitchenette

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	Name	Settlement Area	Arena	Hall/Multi-purpose Room	Full Kitchen	Library	Gymnasium
School Boards	Char-Lan District High School	Williamstown					1
	Williamstown Public School	Williamstown					1
	Iona Academy	St. Raphael's					1
	École élémentaire catholique de l'Ange-Gardien	North Lancaster					1
	Holy Trinity Catholic Secondary School	Tyotown					1
	Total School Boards						5
Not-for-Profit	Royal Canadian Legion (Branch 544)	Lancaster			1		
	Total Not-for-Profit	1	1				

The Parks, Recreation and Culture Department is responsible for nine (9) indoor facilities, of which seven (7) are dedicated to recreation uses. The Lancaster Legion Hall is leased by the local chapter of the Canadian Legion. Except for the Lan-Char Centre, the Township's other facilities are suitable, and used for, general community programs/activities. The Char-Lan Recreation Centre in Williamstown is the community's main recreation facility with an ice pad, and a large hall. The Martintown Community Centre comprises a relatively large multi-purpose hall and a smaller program room. The Paul Rozon, North Lancaster, Jack Danaher, Green Valley and Smithfield Park buildings are smaller halls. Five community halls have full kitchens.

The Lan-Char Centre is the Lancaster location of the Eastern Counties Carefor Health & Community Services. The building is leased to Carefor, which is an agency that offers a wide range of in-home and community support services to seniors including caregiver support, befriending, in-home exercise, diners' club,

transportation, etc. While not considered a recreation facility, the Centre provides services that meet certain of these needs in the elderly (e.g., fitness, socializing, etc.)

Municipal facilities are supplemented by those of other agencies/organizations that collectively provide additional community recreation services, either through programming such as the Library or access to facilities for organized use such as the gym at Char-Lan District High School.

5.2.2 Outdoor Recreation Facilities

Table 5-2 lists the outdoor recreation facilities in South Glengarry that are - or could potentially be - scheduled for organized community activity. Supply includes a range of facilities for field and court sports. The Township is guaranteed priority access to facilities at Char-Lan District High School and Williamstown Public School through an agreement with the Upper Canada District School Board.

Table 5-2: Outdoor Recreation Facilities in South Glengarry

Facility	Ownership			Totals
	Municipal	School Board	Other	
ball diamond	9	1	0	10
sports field	6	15	4	25
tennis court	5*	0	1	6
volleyball court	3	0	1	4
pickleball court	6*	0	0	6
track	0	1	0	1

5.2.3 Culture and Heritage Facilities and Features

The Township has a considerable number of facilities and features that actively preserve and promote the area's unique heritage and culture. Table 5-3 lists these assets, of which the Township owns the Glengarry Celtic Music Hall of Fame, the Glengarry Nor'Westers & Loyalist Museum, and the Lancaster Branch of the SDG County Library.

Heritage assets owned and programmed by other organizations include Williamstown Fairgrounds, Sir John Johnson Manor House, the Bishop's House, St. Raphael's Ruins and the Martintown Grist Mill.

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Table 5-3: Culture and Heritage Facilities/Features in South Glengarry

Facility/Feature	Location	Owner	Volunteer Association
Glengarry Celtic Music Hall of Fame	Williamstown	Township	Glengarry Celtic Music Hall of Fame
Glengarry, Nor'Westers & Loyalist Museum	Williamstown	Township	Museum Members
Williamstown Fairgrounds	Williamstown	St. Lawrence Valley Agricultural Society	St. Lawrence Valley Agricultural Society
Lancaster Library	Lancaster	Township	-
Williamstown Library	Williamstown	SDG County	-
Sir John Johnson Manor House		Parks Canada	Sir John Johnson Manor House Committee
Bishop's House	St. Raphael	Glengarry Fencibles Trust	Glengarry Fencibles Trust
St. Raphael's Ruins	St. Raphael	Friends of the Ruins of St. Raphael Inc.	Friends of the Ruins of St. Raphael Inc.
Martintown Grist Mill	Martintown	Martintown Mill Preservation Society	Martintown Mill Preservation Society
Historic Cemeteries	<ul style="list-style-type: none"> - North Lancaster - Dalhousie Mills - 2nd Line & Conc. 7 - Cty. Rd. 27, south of Cty. Rd. 19 	Township	-

Certain of these assets are original structures that comprise designated built heritage features. These include the Glengarry, Nor'Westers & Loyalist Museum, the Sir John Johnson Manor House, the Bishop's House of Glengarry and St. Raphael's Ruins. The Sir John Johnson Manor House and St. Raphael's Ruins are also National Historic Sites.

The Glengarry Celtic Music Hall of Fame's focus is the preservation and continuation of Glengarry County's rich Celtic heritage through programming and recognition of the talented individuals who have represented/represent this tradition. The Glengarry, Nor'Westers & Loyalist Museum is dedicated to preserving and interpreting the history of the United Empire Loyalist migration to Glengarry County, and the Glengarry partners of the North West Company in the fur trade. The museum building is a two-story Georgian-style brick structure that was the former schoolhouse in Williamstown, built in 1862 on a plot of land donated by Sir John Johnson.

Agricultural fairgrounds are part of the legacy of most rural Ontario municipalities, and the annual Williamstown Fair is a major 3-day event at the grounds of the St. Lawrence Valley Agricultural Society. The Fair celebrates both the past and present rural-agricultural community of South Glengarry.

Both the built and cultural heritage components of South Glengarry are backed by strong, dedicated volunteer associations. These groups work to oversee fundraising, archival research and programming of the buildings, properties and services for which they are responsible. They are also responsible for developing and operating programs/services at their facilities/sites - either alone or in partnership with other agencies.

Given their role in literacy-related and learning related services/programming, libraries are often considered cultural service providers.

Glengarry County

Glengarry County is the easternmost county in Ontario, bordered on the east by the province of Québec and on the south by the St. Lawrence River. It was among the first European-settled areas in Ontario, and retains to this day the flavour of its early Highland settlements. Its population today of about 24,000 is a harmonious blend of Scottish, French-Canadian and diverse other origins. It is principally an agricultural district, of family-operated farms. In pre-European settlements, beginning in 1784, were of Loyalist Highlanders from the Thirteen Colonies. Immigration directly from Scotland began in 1786 with the settlement of St. Raphael's. French-Canadians from Québec arrived in numbers in the late 19th century, and Dutch and Swiss farmers, among others, in the mid-20th.¹

¹ <https://bishophouse.ca/about/>

5.2.4 Summary

South Glengarry is well supplied with indoor and outdoor facilities for organized community recreation. Small halls dominate the supply of indoor facilities and sports fields are particularly well represented in the outdoor inventory. The Township is also home to many facilities and features dedicated to the area's history and cultural heritage.

5.3 Contextual Factors

5.3.1 Geographic Distribution

As noted in Section 2.0 of the Master Plan, South Glengarry is a 'community of communities' and its legacy includes parks, halls and outdoor facilities that have developed to serve most of the historic settlement areas. As shown in Figure 5-2, Williamstown, Martintown, North Lancaster, Bainsville, Green Valley and Lancaster each have a community building (although they vary in size), and all are accompanied by parkland with varying levels of outdoor facility provision.

This disbursed distribution pattern has served residents well by providing decentralized access to recreation and focal points for local community activity. At the same time, facility duplication has resulted in below optimal overall use, while putting pressure on capital and operating costs to maintain numerous locations across a large geographic area.

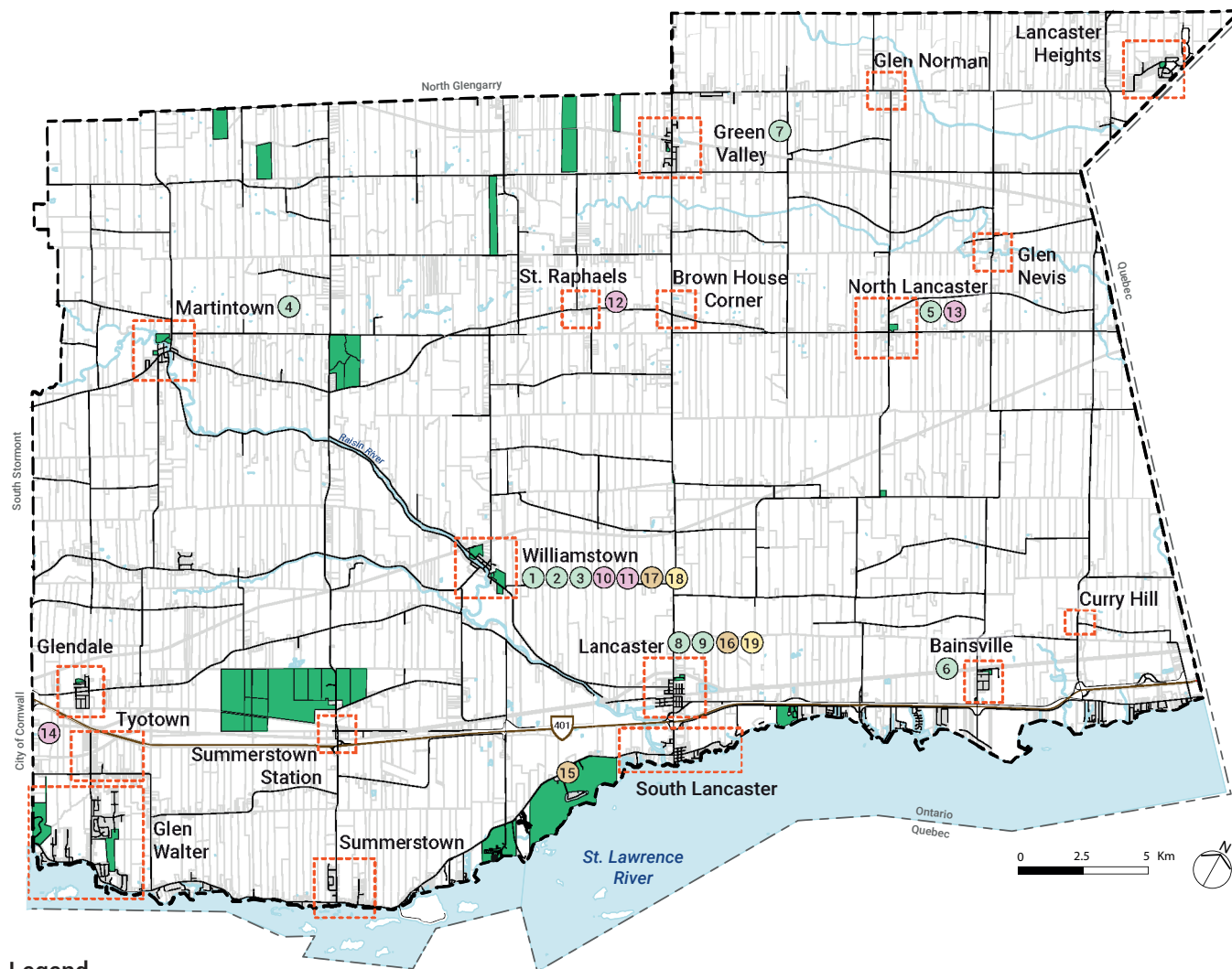
Heritage features and program centres are each unique in their contributions to a strong cultural heritage base. They are distributed throughout the Township, with most located in Williamstown.

5.3.2 Use of Recreation Facilities

Resident Household Surveys

Table 5.4 shows survey results on residents' use of indoor recreation facilities in South Glengarry. For almost all facilities, larger proportions of 227 online survey participants reported using each facility than the 132 telephone survey respondents. Use of the Tartan Hall in the Char-Lan Recreation Centre is noticeably higher than other community halls/building, likely given its function as part of the main recreation hub in the Township. In the online survey, the Martintown Community Centre and the hall in Paul Rozon Memorial Park accounted for the second and third highest use, respectively. The Smithfield Park building was second in terms of use among telephone survey respondents.

A noticeably smaller proportion of respondents (12%) to the telephone survey indicated not using Char-Lan Recreation Centre at all, compared to between 37% and 89% of participants who reported not using the other locations that include community buildings.



Legend

	Township Boundary		Roads		Arena		Library
	Provincial Border		Highway 401		Hall		Multi-purpose Room
	Settlement Area		Parcels		Gymnasium		Full Kitchen
	Parks, Forests & Conservation Areas						

Municipal

- 1 Char-Lan Recreation Centre
- 2 Paul Rozon Memorial Park Building
- 3 The Glengarry Celtic Music Hall of Fame
- 4 Martintown Community Centre Hall
- 5 North Lancaster Hall & Optimist Park
- 6 Jack Danaher Hall and Park
- 7 Green Valley Community Centre & Park
- 8 Smithfield Park Building
- 9 Lan-Char Centre

School Boards

- 10 Char-Lan High School
- 11 Williamstown Public School
- 12 Iona Academy Catholic School
- 13 L'Ecole Elementaire Catholique de l'Ange-Gardien
- 14 Holy Trinity Catholic Secondary School

Other Public Agencies

- 15 Raisin Region CA - The Cooper Marsh Visitor Centre
- 16 SDG County Library - Lancaster Branch
- 17 SDG County Library - Williamstown Branch

Non-Profit

- 18 Glengarry, Nor'Westers & Loyalist Museum
- 19 Royal Canadian Legion (Branch 544)

Figure 5-2: South Glengarry Indoor Facilities and Schools

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Table 5-4: Resident Use of Indoor Recreation Facilities

	arena ice		arena floor		hall /community building	
	Random telephone survey	Online survey	Random telephone survey	Online survey	Random telephone survey	Online survey
Char-Lan Recreation Centre	33% (43)	63% (143)	8% (10)	32% (72)	27% (35)	45% (103)
Paul Rozon Memorial Park	-	-	-	-	5% (7)	15% (34)
Green Valley CC	-	-	-	-	2% (3)	4% (9)
North Lancaster Optimist Park	-	-	-	-	1% (2)	4% (9)
Jack Danaher Park	-	-	-	-	1% (2)	7% (16)
Martintown Community Centre	-	-	-	-	4% (5)	24% (54)
Smithfield Park	-	-	-	-	9% (12)	6% (14)

As shown in Figure 5-3, reported use of culture and heritage facilities by residents was greater among online than telephone survey respondents. In both cases, however, library use was noticeably high and comparable for both groups. Similar proportions also reported no use of these facilities/features: 34% (83 respondents) and 36% (48 respondents) to the online and telephone surveys, respectively. Survey results on the use of outdoor facilities revealed the following;

- Reported ball diamond use by location ranged from 0% to 18% among telephone survey respondents, and from 1% to 15% among online survey participants
- Soccer field use by location ranged from 0% to 9% among telephone survey respondents and from 2% to 11% in the online survey
- Tennis/pickleball court use comprised the following proportions: 13% and 8% of online and telephone respondents, respectively, use courts at Martintown Community Centre; 1% and 6% of online and telephone respondents, respectively, use courts at Green Valley Community Centre

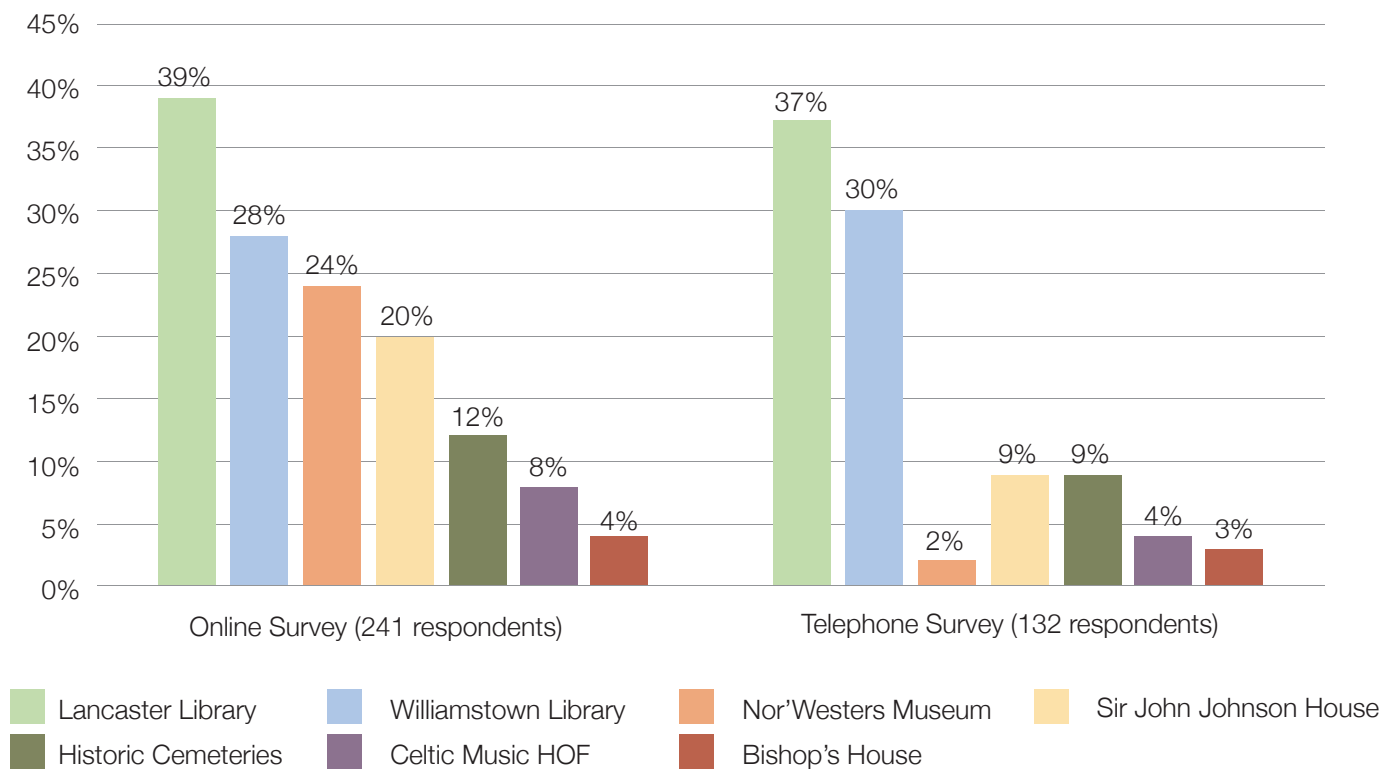


Figure 5-3: Resident Use of Culture and Heritage Facilities

Organizational

- Among 13 respondents to relevant questions in the survey, a majority (77% or 10 respondents) use Township indoor facilities to run programs/activities or events.
- Most frequently used is the Tartan Hall at Char-Lan Recreation Centre (70% or 7 groups), followed by the Char-Lan arena ice pad (40% or 4 groups), Martintown Community Centre (20%/2 groups), and Char-Lan arena floor, Lancaster Library, and Smithfield Community Building (each used by one group).
- Other community facilities used by individual groups include church halls and the Nor'Westers Museum.
- Among 13 respondents to relevant questions in the survey, 39% (5) use Township outdoor facilities or spaces to run programs/activities or events including Char-Lan Minor Soccer, GIAG - EarlyON, Lancaster Optimist Club and Martintown & District Goodtimers.
- Other community facilities used by individual groups include school playing fields and the agricultural fairgrounds, soccer fields, ball diamonds, tennis/pickleball courts, beach volleyball court, basketball courts, outdoor rinks, play structures, gazebo and open park space.

5.3.3 Township Scheduling

The individual facility assessments below discuss use in more detail. Overall, however, facilities are not optimally used, with most showing moderate to low levels of use in relation to available time in last full pre-COVID season (2019) and, in 2022 - for those that are now being scheduled again. This does not mean that the programs and activities that currently occupy these spaces are not appropriate to community needs/interests or well suited to the facilities used. It simply means that these spaces could accommodate more programming/use from a capacity perspective. For the most part, therefore, the program development that occurs over the course of the Master Plan will be comfortably accommodated within the existing facility supply. In some instances, however, facility 'fit' may be a concern. At the same time, there is enough variety in available facilities - particularly if non-municipal providers are considered - to meet many program/activity interests in some form.

Regardless of the amount of available time, there are always situations when uses cannot be accommodated due to demand during prime times. There are often groups or individuals interested in using the same facility at the same time and not all can be accommodated. As is typical in many communities, for example, prime time ice is in always in high demand and potential users are turned away due to the inability to schedule their preferred time, which is booked for another use.



Figure 5-4: Char-Lan Recreation Centre Arena

5.4 Facility Needs Assessment

5.4.1 Community Interest

Given the extent and range of supply, use levels, and future program, activity and event interests, additional facility development for scheduled/organized use is not warranted. Moreover, community interest in facility improvements was strongly focused on expanding opportunities for self-directed outdoor recreation in parks and along trails. These facility needs are discussed in Section 6.0.

At the same time, the Township has been considering ways to expand the arena to provide additional amenities, and community interest in these improvements emerged in the consultation. Other infrastructure concerns relate to the structure of the Celtic Music Hall of Fame building.

All user group survey respondents indicated that the indoor and/or outdoor facilities they use are well suited to their current program/activity or event requirements.

Among 13 respondents to the user group survey, the largest proportion (38.5% or five groups) anticipates between 5.1% and 10% growth in participation/attendance in the next five to ten years, followed by 23% (3) that are expecting up to 5% growth. The following three factors were identified most often as the reasons for expected growth:

- interest in our program/event focus: 92% (12 groups)
- programs/ events are social engaging/fun: 77% (10 groups)
- overall population growth in the area: 54% (7 groups)

Five groups anticipate that growth in their program participation/event attendance will require additional access to facilities in the next five to ten years. Four groups identified their expected facility requirements, as listed in Table 5-5.

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Table 5-5: User Groups Future Facility Access Needs

Facility Type	% (#) of Respondents
meeting space	75% (3)
arena ice	50% (2)
gymnasium	50% (2)
multi-purpose area	50% (2)
storage	50% (2)
arena floor	25% (1)
rectangular playing fields	25% (1)
pickleball courts	25% (1)
kitchen facilities	25% (1)
office space	25% (1)
area suitable for exercise/falls prevention classes for older adults	25% (1)
MCC facility will need a larger floor area	25% (1)

A local resident provided the following suggestions to be investigated as part of future arena expansion plans. Suggestions for consideration included:

- providing a fully equipped upstairs audio/video control room between the ice and the Tartan Hall or the new community room, to serve the ice and the Hall.
- installing a video wall, primarily for minor sports use of the arena, but also for uses such as movie nights, roller skating, corporate or social events, etc. The wall would also be used for paid advertisements and promotions, community announcements, etc.
- providing a skate and helmet lending library and locating battery ‘recycling’ deposit receptacles in the common area.
- improving heating in spectator area

5.4.2 Indoor Recreation Facilities

Char-Lan Recreation Centre (CLRC)

Programming and Use

Tartan Hall

The Char-Lan Recreation Centre includes the Tartan Hall with a capacity of 240 people, and a small meeting/board room. It is the Township's main hall for programming and rentals.

The months of November 2019 and April 2022 were used to represent the most recent (pre-COVID) typical month scheduling/use and the first full month of post-COVID scheduling, respectively. As shown Tables C-1 and C-2 in Appendix C, the hall accommodates a variety of uses, including paid instructor rentals, community volunteer group uses, and community rentals for social events. Non-paying uses include Council meetings, which are now regularly held in the Hall. The Junior B Hockey Club is regularly scheduled for 3.5 hours during home games on Saturday nights. Paid rentals, however, take precedence if they require this time.

Table 5-7 shows the total prime and non-prime time use of the Tartan Hall for November 2019 and April 2022. Opening (available) hours were estimated by bracketing the earliest use start time and the latest end times in November and April. Prime time use comprised hours scheduled for 6 pm and later.

Table 5-6: Use of Char-Lan Tartan Hall November 2019 and April 2022

	November 2019		April 2022	
	Prime time	Non-prime time	Prime time	Non-prime time
total weekly hours available	150	285	180	300
total weekly hours scheduled	53.5	49.5	60.5	59.5
% used weekly	35.7%	17.3%	33.6%	19.8%

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For each month, use in relation to capacity is relatively low, which indicates the potential to accommodate some of the groups reported need for space in the future, as well as new uses that emerge.

Of particular interest, however, is the apparent quick return of use post-COVID, which many commentators predicted would not happen. Moreover, staff in South Glengarry indicated that not all uses have yet restarted. Upcoming months, therefore, may exceed use levels to date. It is noted, however, that current staffing levels are insufficient to accommodate weekend rentals at Tartan Hall in the summer months. Staff must be present at all times, and covering weekend hours would require significant amounts of overtime for the current number of staff.

As noted above, user groups indicated potential need for meeting space. The board room at the Hall - in addition to some of the smaller Township buildings discussed below - can accommodate uses for small group meetings.

The Hall includes a fully equipped kitchen, which offers the potential for uses that are specific to it. A Health Unit certified kitchen can be used for a variety of food and nutrition programs, as well as projects/activities related to communal and/or commercial use of the kitchen. (The kitchen at the Green Valley Community Centre is currently rented for similar purposes).

The Township of North Glengarry is embarking on this type of initiative. Their website notes,

“Now accepting bookings: The Township of North Glengarry has partnered with the Eastern Ontario Health Unit to launch the new “North Glengarry Community Kitchen” pilot project. This initiative will enable food producers to rent time at the North Glengarry Community Kitchen, located at the Maxville & District Sports Complex (25 Fair Street, Maxville) so that they can produce food items for resale. The cost is \$50 per day and food producers are required to have their Food Handlers Certificate and have their recipe validated by the EOHU.”¹

As an agricultural community, the potential to generate revenues from kitchen rentals could be promising and should be investigated by the Township.

1 Source: <https://www.northglengarry.ca/en/things-to-do/community-kitchens-program.aspx>

Arena Ice

The month of November 2019 was used to represent the most recent (pre-COVID) typical month in the scheduling/use of the ice pad. Appendix C (Table C-3) is a visual depiction of the schedule differentiating between prime and non-prime time as follows:

- Prime time totals of 67 hours per week (Monday to Friday from 4 p.m. to 11:00 p.m. and 7:00 a.m. to 11:00 p.m. Saturday and Sunday)
- Non-prime time total 45 hours per week (Monday to Friday from 7:00 a.m. to 4:00 p.m.)

Using these parameters in relation to scheduled use, the total and weekly averages for November and their associated percentages are shown in Table 5-7.

Table 5-7: Use of Char-Lan RC Ice Pad November 2019

	Prime time	Non-prime time	Total
total hours scheduled for the month	224	38.5	262.5
average hours scheduled per week (4 wks)	56	9.6	65.6
available hours per week	67	45	112
average % use per week	83.6%	21.3%	58.6%

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As the figures indicate, prime time is very well used, and non-prime time use is considerably below capacity. While this pattern is typical of municipal arenas, there is much opportunity here to increase the use of non-prime time. Daytime use of the CLRC is currently geared towards free recreational skating for seniors, parent and tot skating, and school program rentals. Given available time, the potential for increased usage for additional school and adult programming should be investigated. As noted in Section 4.0, ice stock sport is a relatively new activity that may be attract participation in South Glengarry if there are volunteers interested in organization. Whether or not it could be scheduled during non-prime time would depend on the availability of those interested in participating.

The general availability of ice time suggests that groups expressing interest in access to more time in upcoming years may be able to be accommodated although evening and weekend rentals will likely continue to be almost fully booked. Users may be able to expand programming if they are able to accommodate times in the late afternoon (4:00 p.m.) for after school rentals or late evening hours that may be open. The ice allocation policy sets out the parameters for priorities related to scheduling, and is used each year to distribute available time among users/uses.

Arena Floor

The month of May 2019 was used to represent the most recent (pre-COVID) typical month in the scheduling/use of the arena floor during ice-out season, which runs from May to mid-August. As shown Table C-4 in Appendix C, the floor accommodates a variety of uses, the bulk of which occur on weekdays. During the months of July and August the Boys and Girls Club summer camp uses the arena floor every day for games. Beyond that, evenings - and particularly weekends - are not as well used.

Opening (available) hours were estimated by bracketing the walking program that starts at 8:30 am and the annual Air Cadet event that ends at 10:00 pm. Available time, therefore, totals 13.5 hours per day, of which 4.0 hours can be considered prime time (6pm +) and 9.5 hours are non-prime. Over the course of the month available hours total 418.5 of which 124 can be considered prime time and 294.5 are non-prime hours. For both blocks of time, use is low relative to capacity:

- Prime time use represents 20% of total for the month (24.25/124)
- Non-prime time use represents 16% of the monthly total (46/294.5)

As noted in Section 4.0, arena floor use has been suspended while construction is underway but will recommence once the work is complete. Covid-related restrictions are also being rolled back, which will allow reactivation of previous uses and new activities to be introduced. As the 2019 information indicates, there is considerable room to increase bookings. The Township's website indicates the floor is used for lacrosse and that the four pickleball courts are dual use as two tennis courts. While these uses are not shown in the May 2019 schedule, there is potential for future activity. Accommodating community demand for programming that is amenable to use of the arena floor will not be difficult, assuming the availability of volunteers to develop/run these initiatives.

Building Expansion

The Township is interested in expanding the Char-Lan Recreation Centre to address the need for more arena changerooms, a larger spectator seating area, additional storage and more circulation/office space. As shown in Figure 5-5, available space on the site is very limited, and adjacent properties comprise active agricultural land to the west and Williamstown Public School to the east. On-site parking is also insufficient at peak demand times.

A potential option to achieving the envisioned expansion is to extend west of the building into the existing parking area. In considering this approach, the Township has been investigating land acquisition but at this point has not been successful. Arena expansion to the east would require access to/acquisition of a portion of the Williamstown Public School property, which is not possible given the location of the school relative to the lot line.

There is considerable investment currently taking place in the arena, including floor, refrigerated pad and dasherboard replacement in 2022. A new dehumidifier is budgeted to be installed and the Township is currently researching potential grant opportunities to invest in the roof infrastructure, which may allow for insulation and structural improvements in addition to installing solar panels. Due to ongoing improvements and potential upgrades, relocating the arena is not being considered at this time. However, if other land and funding opportunities were to materialize to invest in new infrastructure that would suit community needs and address the size of the existing property, which continues to limit the facility's potential, the Township may consider the option to relocate in the future.

Three possible options to expansion were prepared in 2011 by COLE + Associates Architects to address desired improvements. The three options were contained within the boundaries of the property, one of which would require a minor variance. These are outlined in Figure 5-5.

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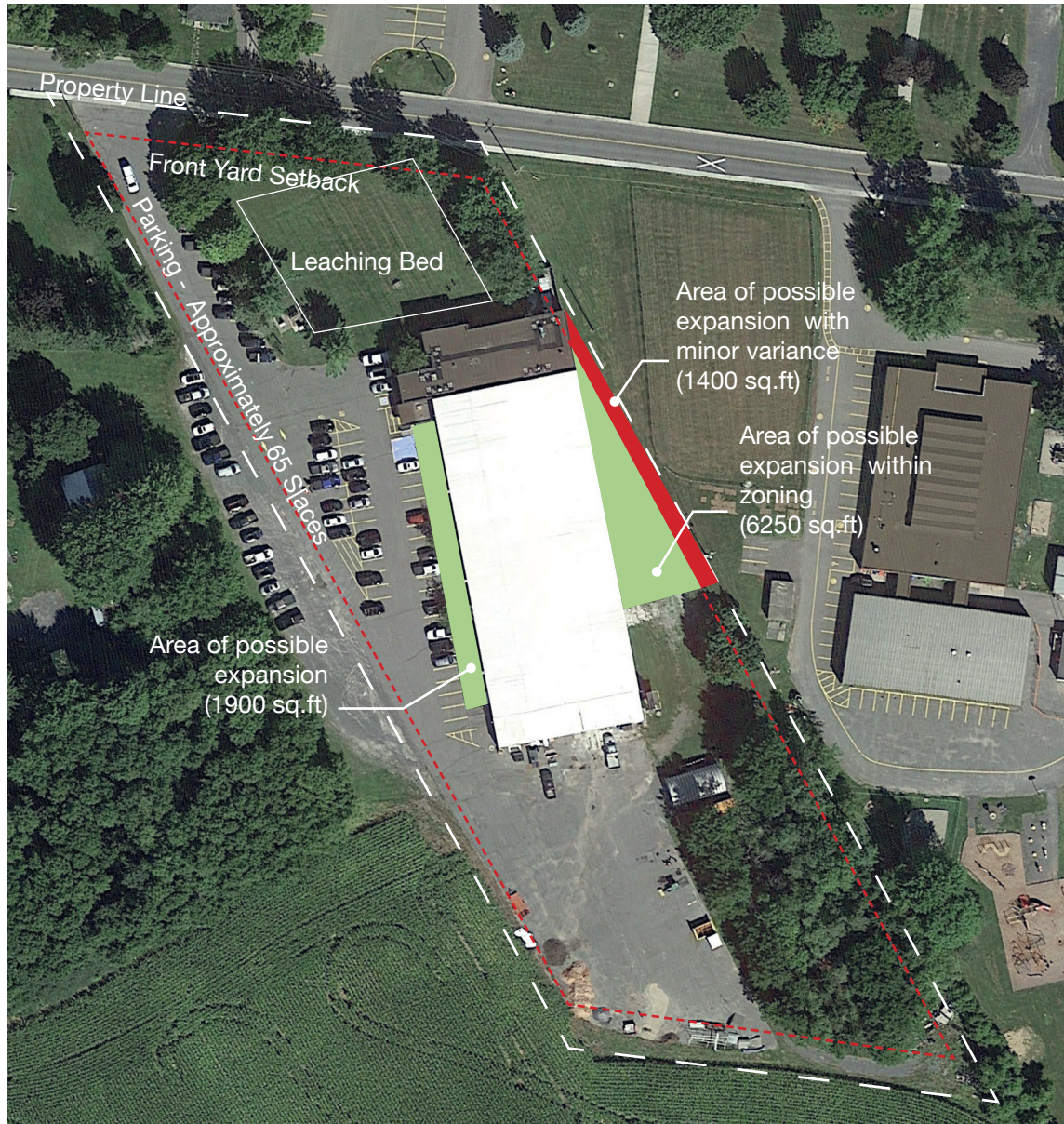


Figure 5-5: Options to Expand the Char-Lan Arena (COLE + Associates 2011)

Details on each of these three options are contained in Appendix C. In 2021, EVB Engineering reviewed and updated previous work on the arena and prepared current cost estimates for the expansion options as well as costs to maintain current service levels. These costs were presented as shown in Table 5-8 and the review concluded, that if the Township decides to proceed with an expansion, costs should be updated and confirmed at the time of the project to ensure they reflect current market conditions.

Table 5-8: Updated Expansion Options Cost Estimates as per EVB Engineering (2021)

Description	Option 1	Option 2	Option 3
Additional Area	8,900 sq. ft.	6,650 sq. ft.	5,000 sq. ft.
Renovation Area	4,300 sq. ft.	3,600 sq. ft.	1,600 sq. ft.
Project Cost (2011\$)	\$2,690,000	\$2,060,000	\$1,400,000
Project Cost (2021\$)*	\$3,982,000	\$3,050,000	\$2,072,000
Cost to Maintain Level of Service (2021\$)	\$1,121,880	\$1,121,880	\$1,121,880
Total 2021\$	\$5,103,880	\$4,171,880	\$3,193,880

* based on Non-Residential Consumer Price Index Average of 4% per year; includes a 20% contingency

These options were developed in 2011. The limited space to accommodate a larger building footprint indicates a first step would be to re-confirm what is needed in the way of spaces - in terms of function and size - while considering the following:

- how current design approaches might contribute to dual or multi-uses of space (e.g., gender neutral change rooms/ washrooms) and so reduce the overall space requirements.
- identifying existing spaces that are not used/ are minimally used and could be put to better use in a reconfiguration with their functions/ services being provided in other ways (e.g., eliminate kitchen/concession, introduce vending machines, and contract food vending trucks for major events or utilize Tartan Hall kitchen for tournaments, etc.)

Other possible options that the Township could investigate further to determine the feasibility and cost-benefit of implementing an expansion include:

- Expand the building to the west only within the existing parcel, with the proviso that parking can be relocated to the rear of the building and driveway access to this area can be provided along the east lot line. This would require clearing/relocating all material and storage containers that currently occupy this area and ensuring the ice resurfacer can still be safely operated.
- Expand to the north, towards John St./County Rd. 17 with the proviso that the existing septic beds can, and will, be replaced with a new system that occupies less space and will allow the area needed to extend the building. This could include the possibility of above-ground holding tanks.
- Investigate the potential to reorganize the interior space at the north end of the building and, within the existing footprint, provide additional space. While possibly the least costly option, it may not result in the optimal level of expansion in terms of needed spaces.
- Apply to the County to extend the urban settlement boundary to encompass land needed to accommodate an expanded Community Centre. This is an onerous process and would result in the loss of prime agricultural land, which detracts from this approach as a solution.

Martintown Community Centre

The Martintown Community Centre comprises a Main Hall with a capacity of 120 and a smaller Seniors Room. It is the second largest recreation centre in the Township.

As with the Tartan Hall, the months of November 2019 and April 2022 were used to represent the most recent (pre-COVID) typical month scheduling/use and the first full month of post-COVID scheduling, respectively, for each space.

As shown Tables C-5 and C-6 in Appendix C, the main hall accommodates a variety of uses. Much of the weekday use represents that organized by the Martintown Goodtimers 55+ group.

Table 5-9 shows the total prime and non-prime time use of the Community Centre's Main Hall for November 2019 and April 2022. Opening (available) hours were estimated by bracketing the earliest use start time and the latest end times in November and April. Prime time use comprised hours scheduled for 6 pm and later.

Table 5-9: Use of Martintown CC Main Hall November 2019 and April 2022

	November 2019		April 2022	
	Prime time	Non-prime time	Prime time	Non-prime time
total hours available	150.0	300.0	90.0	300.00
total hours scheduled	64.75	58.5	45.0	74.5
% used	43.1%	19.5%	50%	24.8%

For each month, use in relation to capacity is relatively low. At the same time, total use in April 2022 (119.5 hours) is comparable to that in November of 2019 (123.5 hours) and indicates a good return of use post-COVID. As might be expected, daytime use is more popular for seniors programming. Both days and evenings, however, can accommodate more use. Weekends are particularly underutilized, which are times when rentals are typically better reflected in municipal hall use.

Use of the Martintown Community Centre Seniors Room is generally limited (see Appendix C, Tables C-7 and C-8), especially on weekends. Although post-COVID use is returning, seniors' use alone appears to be insufficient to generate optimal levels of use. It is generally accepted, however, that the use of dedicated facilities is more limited than those that are available to the community at large.

Consultation results indicated some dissatisfaction with the Community Centre in terms of usable space. It was noted that, while generally suitable, the space is very limited and a redesign within the existing footprint is needed to provide a larger floor area. Information on the need for renovating this facility to better accommodate use should be confirmed before the Township commits to making changes.

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Local Community Halls and Buildings

These facilities include the Paul Rozon Memorial Park Building, the North Lancaster Optimist Hall, the Jack Danaher Hall, the Green Valley Community Centre and the Smithfield Park Building. All are non-licensed, available for private rentals, and range in capacity from 30 to 80 people.

North Lancaster Hall and Green Valley Community Centre

Green Valley Community Centre and the North Lancaster Optimist Hall are the two larger of these spaces (capacities of 70 and 80, respectively), and both have full kitchens. Until recently, both halls were operated by local volunteer groups. Responsibility for all aspects of management and operations now rests with the Township.

Historically, both halls were active until COVID restrictions were introduced. Staff noted that Green Valley Community Centre was busy with weekend bookings, as well as a few programs that would run throughout the week. These programs were run by Knights of Columbus or other volunteers/organizations (e.g., bingo, Read it Know, meetings, GAIG after school program). The North Lancaster Optimist Hall had several daytime uses (e.g., weekly Optimist breakfast, seniors exercise classes, meetings), as well as private events on weekends.

Appendix C (Tables C-9 and C-10) contains the April 2022 schedules for these spaces, which are now being booked through the Township. Use is currently limited but is expected to increase over time post-COVID. Staff indicated that inquiries about certain uses are increasing (e.g., pickleball, exercise classes, meetings, private events).

Both halls are large enough, with needed amenities, to warrant re-building their function as recreation hubs.

Paul Rozon, Jack Danaher and Smithfield Park

These three buildings are smaller in size - up to 40 people capacity. The Paul Rozon and Jack Danaher buildings have kitchenettes. The Jack Danaher building is in Bainsville and is run by the Bainsville Recreation Committee. The Paul Rozon and Smithfield buildings are managed by the Township and booked through staff. The Lancaster Optimist Club uses the Smithfield building as its base for meetings and events. These three facilities are parks-based and serve both local residents and other users in need of small capacity spaces. The Paul Rozon building, for example, is being used by the Boys and Girls Club while the arena floor is under construction.

These facilities are used for smaller meetings and events and provide washroom access for events booked using the outdoor park facilities/spaces. Although bookings are regular, there is capacity available for additional use.

Summary and Recommendations:

South Glengarry's community centres and halls can be viewed as comprising three general 'tiers' of service. The Char-Lan Recreation Centre is the primary recreation hub for the Township, as it includes the arena and the main (Tartan) hall. Secondary hubs include Martintown Community Centre, North Lancaster Optimist Hall and Green Valley Community Centre. Local halls or community buildings include those at Paul Rozon, Jack Danaher and Smithfield Parks. All of these facilities - including the ice pad and arena floor - can accommodate additional use and will provide the spaces for future program/activity development. To some extent, additional use may emerge simply due to the removal of COVID restrictions. For most of the facilities that are being scheduled again, levels of use are already approaching those of the most recent full pre-COVID season. Regardless, there will be sufficient time available in existing indoor spaces to accommodate use during the term of the Plan. Weekends, in particular offer potential for additional use. Upgrades to individual facilities may be required to meet use needs but should be based on evidence of demand for proposed changes.

Options to expanding the arena to address facility deficiencies were prepared in 2011 and the need to finalize plans and move forward with this initiative is pending. There may be opportunities to improve on the proposed 2011 space programs, and layout of the expansion. Regardless of the direction taken, costs will need to be updated to reflect current market conditions.

Recommendations:

- F1. No additional indoor recreation spaces are required to accommodate needs during the timeframe of the Master Plan.
- F2. Investigate the potential for increased ice use for additional school and adult programming.
- F3. Expand use of existing halls and community buildings, which are amenable to a range of uses that can be accommodated in available times at different locations to support improved distribution and access.
- F4. Focus on rebuilding the use of Green Valley Community Centre and North Lancaster Hall to provide services in these areas of the Township.
- F5. Consult with the Eastern Ontario Health Unit to investigate the potential to use the Tartan Hall kitchen for community programming and food producer rentals.
- F6. Update arena expansion plans and commence with detailed design and construction.
- F7. Verify the need for facility upgrades requested by users with evidence of demand,

5.4.3 Outdoor Recreation Facilities

Sports Fields (Soccer Fields)

The Township has an abundant supply of sports fields that are used exclusively for soccer. In addition to seven (7) municipal fields, the Township schedules use on 11 school fields and is given priority by the Board for access to these in exchange for conducting field maintenance. Fields are as follows:

Glen Walter: 5 full fields, of which are 3 also used as micro fields

North Lancaster: 1 full field

Smith Field: 1 full field

Char-Lan High School: 7 full fields of which 3 are also used as micro fields

Williamstown Public School: 4 full fields - 2 also used for micro fields

Table 5-10 shows total hours scheduled on fields for soccer in July 2019, which was the last full season prior to COVID.

Table 5-10: Sports Field Use July 2019

Location/Name	Field ID for Micro	Hours Used	Age Groups/Users	Comments
Glen Walter Park				
diamond 1	8	4.0	U5 and U6	<ul style="list-style-type: none"> • concurrent use • on all fields • no weekend use
	9	4.0		
diamond 2	6	4.0		
	7	4.0		
south soccer field	4&5	50.	Seaway Valley Blazers, U5	<ul style="list-style-type: none"> • concurrent use • no weekend use
middle soccer field	10 &11	29.25	Seaway Valley Blazers, U8, soccer training	
north soccer field		15.0	men's and women's	<ul style="list-style-type: none"> • no weekend use
North Lancaster Soccer Field (lit)		20.5	<ul style="list-style-type: none"> • U8, U10, U12, U14, U16, men's, women's 	<ul style="list-style-type: none"> • no weekend use
total municipal		130.75		

Location/Name	Field ID for Micro	Hours Used	Age Groups/Users	Comments
Char-Lan High School (lit fields)				
track field (no. 7)		37.5	U14, U16, U17, U19, Cornwall Soccer, CL soccer, men's, women's	• concurrent use • no weekend use
barn field (no. 6)		14.0	CL soccer, U12, U14	
gym field	5A	14.0		
Williamstown Public School				
field C		13.0	U10, CL Soccer	• concurrent use • no weekend use
field A		15.0		
Total school		93.5		
Total 2019		224.25		

Total use on both municipal and school fields in 2019 was 224.25 hours, of which 58% occurred on Township fields. Although the use of all fields is not directly comparable due to age groups in relation to size, and concurrent use is desirable for some (and especially younger) age groups, it appears that there is a great deal of excess capacity on fields. If the hours of full field use from 2019 are divided by the number of full fields scheduled, the result is an average of 23.1 hours per field for the month (224.25 - 16 hours on ball diamonds at Glen Walter Park/9 full fields). Moreover, the 9 fields used represent half of total supply.

The July 2022 schedule totals 172 for all fields being used, which consists of 64 and 108 hours on municipal and school fields, respectively. Municipal fields are being used by Little Tikes, Seaway Valley Soccer, Cornwall Soccer, Coyotes U14, and Ladies soccer. School fields are scheduled for use by for CLSMA, GSLm and Cornwall Soccer Little Tikes, Seaway Valley Soccer, Cornwall Soccer, Coyotes U14, and Ladies soccer.

While this level of use represents a relatively strong post-COVID comeback, the majority (62.7%) is on school fields, with a 51% decline in use of Township fields.

While use of municipal fields will likely improve as reactivation continues, there is merit to conducting a review of all sports field scheduling/use to identify opportunities to intensify and consolidate organized activity on municipal fields. Understandably, it is preferable to have many good facilities to choose from across the Township. The home base of user groups, and travel distance between communities also make it a necessary to use fields in various locations. In addition, concurrent use is often related to the focus of demand for weekday evening prime-time. The number of fields relative to use in South Glengarry, however, points to an oversupply. All fields must be maintained to safely accommodate even minimal use and the Township is maintaining both municipal and school fields that are not being optimally scheduled. A better balance between demand (use) and supply will result in cost savings on field maintenance.

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There are enough fields in the Township so that, even with a reduction in the numbers maintained for organized use, a 'buffer' can be included to ensure fields are not overworked and that future uses for other types of field sports can be allocated equitable shares of prime time on good quality fields.

The Township should establish the costs of delivering the existing supply of sports fields to the community and, in consultation with organized users, investigate the potential to intensify and consolidate use where it is reasonable to do so - especially on municipally owned fields. Estimated cost savings to the community could be demonstrated as part of this exercise.

Ball Diamonds

The Township has nine (9) ball diamonds, but few are used for organized activity. In both July 2019 and July 2022, Paul Rozon Park diamond alone was/is scheduled for 15 and 12 hours, respectively. Martintown Park has one (1) playable diamond that is currently not being used. One (1) diamond at Glen Water Park is used for family events but is not maintained or scheduled. Others have either overgrown and are not used (one each (1) at Glen Walter Park and North Lancaster Park) or are unused scrub diamonds with backstops (one (1) each at Glen Walter Park, and Glendale subdivision and two (2) at Green Valley Park).

The Paul Rozon and Martintown Parks ball diamonds will likely be sufficient to meet demand over the term of the Plan, given current use levels, and lights to accommodate night use. While it is likely prudent to retain a diamond to serve each quadrant of the Township - at least in terms of the space required to refurbish if needed in future for organized use, if warranted by participation levels - others could be repurposed to provide park-based amenities, as discussed in Section 6.0.

Tennis/Pickleball Courts

The Township has a total of 11 courts, of which five (5) are dual pickleball/tennis, three (3) are tennis only and three (3) are pickleball only. Courts at Glen Walter Regional Park are lit. Court facilities are not scheduled by the Township and are used by volunteer groups (e.g., Martintown Goodtimers) for organized activities or are used for casual, self-directed activity.

There is limited information on the use of these courts. In order to establish requirements for investment in existing infrastructure (e.g., new nets, resurfacing, etc.) and/or to confirm the need to add to supply, the use of courts should be monitored over time. This is part of general planning and evaluation processes that are discussed further in Section 7.0.

If community-based organizations develop in the future around either or both of these sports, the Township should consider the merits of designated facilities for each of tennis and pickleball or designating time for each on dual purpose facilities (e.g., each activity is allocated half of available time per week with an equal split between prime and non-prime days/times.) Accommodating both organized tennis and pickleball at one location would likely be best met with lit facilities to extend overall usable time.

Volleyball Courts

For the most part, the four (4) volleyball courts in the Township are maintained for casual play. There are two (2) in Glen Walter Park, and one (1) each in Smithfield Park and Jack Danaher Park. The Bainsville Recreation Committee maintains the latter of the two.

The Township indicated that there were plans pre-COVID to start an adult league at the Glen Walter and Smithfield courts but they were stalled due to the shut-down. The community consultation results indicated that there is a community-based league that uses the Smithfield court all summer and into October - for both recreational and competitive volleyball. Users are interested in having lights installed for night play to align with a later start (7pm) in a farming community.

The Township should consult with the league to learn more about their program and plans and how they might align with the municipality's interest in growing the sport, and to determine the need to light a court for night play upon confirmation of demand.

Summary and Recommendations:

South Glengarry is extremely well supplied with sports (soccer) fields, with levels of use suggesting an excess in relation to need. There are very few playable ball diamonds but the demand for them does not appear to exist, although retaining a number of diamonds to accommodate possible future growth is prudent. There also appears to be potential for the municipality to work with and support a community-based volleyball league to grow the sport.

Recommendations:

- F8. Conduct a review of all sports field scheduling/use to establish the costs of delivering the existing supply of fields to the community and, in consultation with organized users, investigate the potential to intensify and consolidate where it is reasonable to do so - especially on municipally owned fields.
- F9. The Paul Rozon and Martintown Parks ball diamonds will likely be sufficient to meet demand over the term of the Plan, given current use levels.
- F10. Retain a diamond to serve each quadrant of the Township - at least in terms of the space required to refurbish if warranted by future levels of organized participation/use – and consider repurposing others to provide park-based amenities.
- F11. Monitor tennis and pickleball to confirm use to establish need for future investment in supply.
- F12. Consult with Smithfield Park-based volleyball league to confirm demand for a lit court. Consider this option if and when potential funding opportunities become available.

5.4.4 Culture and Heritage Facilities

As noted above in Table 5.3, the Glengarry, Nor'Westers & Loyalist Museum and the Glengarry Celtic Music Hall of Fame are Township-owned properties. Both are important contributors to the built and cultural programming aspects of local heritage. Each of these facilities is discussed below.

Glengarry, Nor'Westers & Loyalist Museum

The museum building is designated historic. It is...

...a two-story Georgian-style brick structure that was the former schoolhouse in Williamstown built in 1862 on a plot of land donated by Sir John Johnson. The school ran until 1962 and many of the bricks on the front first story have been etched with the names of past students. Also, present on the grounds are the original outhouses which can be found on the north end of the property as well as the museum community garden that is tended to by local summer camp children and volunteers.¹

1 <https://www.southglengarry.com/en/play-and-discover/history-and-historical-attractions.aspx#>

The building requires upgrades, which are prioritized and budgeted annually. The Township consults with the staff each year to determine what is needed. The windows are in line for upgrading. As a designated historic building, all improvements must comply with legislated requirements. A study should be conducted to confirm and assist in budgeting needed upgrades.

Celtic Music Hall of Fame

The building requires repairs to the structure on the riverfront side, and the interior lighting needs to be upgraded. The building is not AODA accessible. A comprehensive study should be prepared to itemize and cost these - and other needed infrastructure improvements. A schedule for completion to distribute the costs of the work over a reasonable number of years should be prepared and incorporated in the Township's Asset Management Plan.

Recommendations for culture and heritage facilities:

- F13. Prepare a comprehensive study on needed infrastructure upgrades to Glengarry, Nor'Westers & Loyalist Museum and a schedule for budgeting and completion.
- F14. Prepare a comprehensive study on needed infrastructure upgrades to the Glengarry Celtic Music Hall of Fame and a schedule for budgeting and completion.



6.0 Parks and Trails

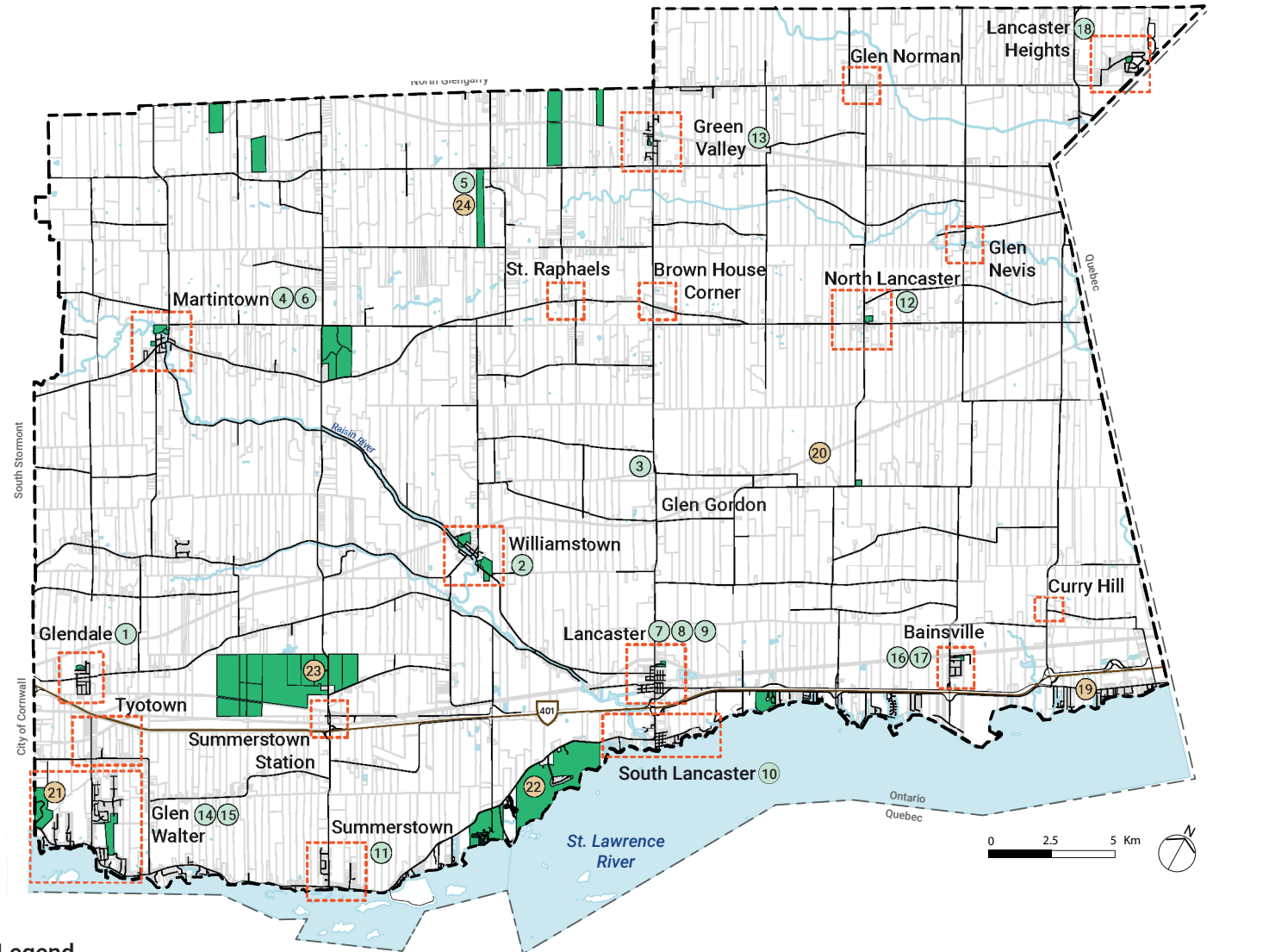
6.1 Parks

This section comprises an assessment of Township park needs based on current municipal supply, those of other providers that complement existing Township assets, community interest and trends in park development and use.

6.1.1 Overview of Supply

The Township of South Glengarry has 17 municipal parks. The location of these parks, and trails in the Township, is shown in Figure 6-1. Three of these parks are generally undeveloped except for some signage and a wharf structure (Cairnview Park, Summerstown Wharf and Glen Walter Waterfront Park). A potential new park in Summerstown Estates is not included in the current inventory.

Parks & Recreation Master Plan



Legend

Township Boundary	Trails	Ball Field	Picnic Shelter	Splash Pad	Small Craft Launch
Provincial Border	Roads	Sports Field	Ice Rink & Change Shack	Passive Green Space	Restroom Access
Settlement Area	Highway 401	Tennis/Pickleball Court	Basketball Court	Pond	
Parks, Forests & Conservation Areas	Parcels	Volleyball Court	Skate Park	Docks	
		Trails/Path Loop	Playground	Riverfront Parkland	

Municipal Park Names and Amenities

- Empey-Poirier
- Paul Rozon Memorial Park
- Glen Gordon Park (Pines Park)
- Martintown Community Park
- Charlottenburg Managed Forest
- Kenneth Barton Senior Park
- Smithfield Park
- Library Park
- Cairnview Park
- South Lancaster Wharf
- Summerstown Wharf

- North Lancaster Optimist Park
- Green Valley Community Park
- Glen Walter Regional Park
- Glen Walter Waterfront Park
- Jack Danaher Park
- Women's Institute Park
- Bernie McDonnell Park

Trail Names

- The St. Lawrence Recreational Path
- The Peanut Line
- Gray's Creek Conservation Area Trails
- Cooper Marsh Conservation Area Trails
- Summerstown Trails
- Charlottenburgh Managed Forest Trail

Figure 6-1: South Glengarry Parks and Trails

The outdoor facilities and park amenities for Township parks are summarized by settlement area in Table 6-1. As discussed in Section 5.0, Township-owned outdoor facilities used for organized and/or casual group activity include ball diamonds, sports fields, volleyball courts, and tennis and pickleball courts. Park amenities for self-directed casual use include playgrounds, ice rinks, and a splash pad, many of which have been developed and/or are operated in partnership with local community groups.

While there are no Township owned beaches in South Glengarry, people swim at the South Lancaster Wharf where there are floating docks, and a small craft launch to improve water access.

Table 6-1: Amenities and Facilities in Township Parks

			Outdoor Facilities							Park Amenities											
	Name	Size (hectares)	ball field	sports field	tennis court	volleyball court	pickleball court	trails/path loop	picnic shelter	ice rink	change shack	basketball court	skate park	playground	splash pad	passive green space	pond	docks	riverfront parkland	small craft launch	restroom
	Empey-Poirier	1.9	1							1*	1	1*		1		1					
	Paul Rozon Memorial Park	1.17	1							1*	1	1*		1	1	1					1
	Total Williamstown	3.07	2							2	2	2		2	1	3					1
Martintown	Martintown Community Park	1.42	1		1*		2*			1**	1	1**		1		1					
	Kenneth Barton Senior Park	1.9						1								1		1	1	1	1
	Total Martintown	3.32	1		1		2	2		1	1	1		1		2		1	1	1	1
Lancaster	Glen Gordon Park (Pines Park)	0.40														1					
	Smithfield Park	2.95		1		1			1	1	1			1		1					1
	Library Park	0.12														1					1
	Total Lancaster	3.47		1		1			1	1	1			1		2					2

Parks & Recreation Master Plan

			Outdoor Facilities					Park Amenities													
	Name	Size (hectares)	ball field	sports field	tennis court	volleyball court	pickleball court	trails/path loop	picnic shelter	ice rink	change shack	basketball court	skate park	playground	splash pad	passive green space	pond	docks	riverfront parkland	small craft laucnh	restroom
South Lancaster	Cairnview Park	1.82														1			1		
	South Lancaster Wharf	0.2																1		1	
	Total South Lancaster	1.82														1		1	1	1	
Summers Town	Summerstown Wharf	0.06																1			
	Total Summerstown	0.06																1			
North Lancaster	North Lancaster Optimist Park	2.51	1	1						1	1			1		1					1
	Total North Lancaster	2.51	1	1						1	1			1		1					1
Green Valley	Green Valley Community Park	1.17	1	1	1*		1*			1	1	1*		1		1					
	Total North Lancaster	1.17	1	1	1		1			1	1	1		1		1					
Glen Walter	Glen Walter Regional Park	23.6	3	3	3	1	3	1	1			1		1		1					1
	Glen Walter Waterfront Park	0.14														1			1		
	Total Glen Walter	23.74	3	3	3	1	3	1	1			1		1		2			1		1
Bainsville	Jack Danaher Park	1.44				1				1*	1			1		1					1
	Women’s Institute Park	0.56														1					
	Total Bainsville	2				1				1	1			1		2					1
Lancaster Heights	Bernie McDonnell Park	2.14														1	1				
	Total Lancaster Heights	2.14														1	1				
	Total Township	43.3	7	6	5	3	7	3	2	8	8	5	1	8	1	14	1	2	3	1	8

Note: * or ** indicates that amenities/facilities accommodate more than one use. For instance, the Martintown Community Park has one court that combines tennis and pickleball as indicated with a single asterisk (*) beside each number. The Martintown Community Park also has a court that combines basketball and the ice rink as indicated with the double asterisk (**) beside each number. Restroom access at the Library, Ken Barton, Smithfield, North Lancaster, Green Valley, and Jack Danaher Parks comes with building rental only.

Additional parkland and outdoor facilities are provided by the Raisin Region Conservation Authority, the SDG Counties, not-for-profits, and private owners (campgrounds). Twenty-one (21) non-municipal parks and green spaces were inventoried, including several campgrounds, school grounds, and County forests. There are four (4) non-municipal parks with beaches, two of which (Glengarry Park and Charlottenburg Park) can be visited for day-use.

Table 6-2: Amenities and Facilities at Non-Municipal Parks and Green Spaces in South Glengarry

				Outdoor Facilities							Park Amenities												
	Name	Ownership	Size (hectares)	ball field	sports field	volleyball court	beach volleyball	basketball court	tennis court	track	playground	picnic shelter	garden	pool	pond	docks	riverfront parkland	beach	boat launch	campsites	boardwalk	trails (km)	
Williamstown	Williamstown Public School	Upper Canada Public School Board	3.48	1	4						2		1										
	Iona Academy	Catholic District School Board of Eastern Ontario	5.30		2						2												
	Char-Lan District High School	Upper Canada Public School Board	11.0		7					1			1										
	Summerstown Forest	SDG Counties, MNR	443																			40	
	SDG County Forest - Compartment #5 & #6	SDG Counties	73.00																				
	Williamstown Fairgrounds	St. Lawrence Valley Agricultural Society	9.91														1						
	Total Williamstown		545.69	1	12					1	4		2				1						40
Martintown	SDG County Forest - Compartment #33	SDG Counties	31.6																				
	SDG County Forest - Compartment #34	SDG Counties	36.98																				
	Sandfield MacDonald Forest	SDG Counties	112.02																			yes*	
	Total Martintown		180.6																				
Note: * indicates trails exist but extent of system was unavailable																							

Note: * indicates trails exist but extent of system was unavailable.

Parks & Recreation Master Plan

Table 6-2: Amenities and Facilities at Non-Municipal Parks and Green Spaces in South Glengarry (cont'd)

				Outdoor Facilities							Park Amenities											
	Name	Ownership	Size (hectares)	ball field	sports field	volleyball court	beach volleyball	basketball court	tennis court	track	playground	picnic shelter	garden	pool	pond	docks	riverfront parkland	beach	boat launch	campsites	boardwalk	trails (km)
Lancaster	Glengarry Park	St. Lawrence Parks Commission	25		1						2	1				1		1		183		
	Lancaster Park	Private	18.21		1						1	1			1	1		1	1	508		yes
	Total Lancaster		43.21		2						3	2			1	2		2	1	691		
Summerstown	Cooper Marsh Conservation Area	Raisin Region CA	264.0									1	1				1				1	11.5
	Charlottenburgh Park	Raisin Region CA	94.97				1				1	1				1	1	1	1	208	1	yes
	Cameron’s Point Family Camp Site	Private	12.01								1			1	1	1		1	1	175		
	T&I Campground	Private	26.99					1	1					1		1			1	yes		
	Total Summerstown		397.97				1	1	1		2	2	1	2	1	3	2	2	3	383	2	11.5
North Lancaster	École élémentaire catholique de l’Ange-Gardien	Conseil scolaire de district catholique de l’Est ontarien	4.69		2						2											
	Total North Lancaster		4.69		2						2											
Green Valley	Frog Hollow Forest	SDG Counties	81.02																			yes
	SDG County Forest - Compartment #62	SDG Counties	18																			
	Total Green Valley		99.02																			
Glen Walter	Gray’s Creek CA	Raisin Region CA	43.01			1										1			1		1	6.5
	Copeland Park (in Gray’s CA)	Raisin Region CA	8.01		2						1	1										
	Total Glen Water		51.02																			
Bainsville	Maplewood Acres RV Park	Private	10.80								1	1		1						98		
	Total Bainsville		10.80								1	1		1						98		
	Total Non-Municipal		1,333	1	19	1	1	1	1	1	13	6	3	3	2	6	3	4	5	1,172	3	58

6.1.2 Parks Classification System

Classification

A parks classification system encourages an appropriate supply of parks in the Township by outlining for each park type: a description, a list of features and amenities, and the number of hectares that are currently provided relative to population size. The Township of South Glengarry currently does not have an established parks classification system. Table 6-3 proposes a parks classification system that organizes the current inventory of Township owned parks into four functional categories: Active Parks, Waterfront Parks or Waterfront Access, Natural or Passive Parks and Trails.

Table 6-3: Proposed Municipal Parks Classification System

	Description	Current Provision	Examples of Design, Facility and Program Considerations	Parks in this Category
Active Park	<p>A park with facilities and amenities that support active recreation – ideally for all ages year-round</p> <p>Should be located near residential areas</p> <p>May share a site with a community hall or recreation centre</p> <p>Generally 1.2 ha in size or greater</p>	<p>35.4 ha</p> <p>2.7 ha per 1,000 people</p>	<ul style="list-style-type: none"> • mix of manicured, natural and hardscape • can include sports fields/ ball diamonds fit for league play, ice rinks, skating loops, play structures, exercise equipment, skateboard parks, splash pads • supplementary features can include passive space, trails, gardens, lighting, and seating • has washroom access and parking • at a minimum parks should have: a waste receptacle, park sign, seating (picnic table and/or bench), a piece of play equipment (small playground or swing set), open lawn space for informal sports and games and trees 	<p>Glen Walter Regional Park</p> <p>Empey-Poirier Park</p> <p>Paul Rozon Memorial Park</p> <p>Martintown Community Park</p> <p>Smithfield Park</p> <p>North Lancaster Optimist Park</p> <p>Green Valley Community Park</p> <p>Jack Danaher Park</p> <p>Summertown Estates Park (undeveloped)</p>

Parks & Recreation Master Plan

	Description	Current Provision	Examples of Design, Facility and Program Considerations	Parks in this Category
Waterfront Park or Waterfront Access	<p>A park or municipally owned access point like a wharf or small piece of land, located on the waterfront</p> <p>Should support typical waterfront uses such as boating, swimming and fishing</p> <p>Size varies</p>	<p>4.1 ha</p> <p>0.3 / 1,000 people</p>	<ul style="list-style-type: none"> • mix of manicured, natural and hardscape • waterfront amenities can include docks, boardwalks, picnic areas, small craft launch, boat launch, small craft rentals or storage areas, paths with trees and seating • should include washroom access and parking if feasible • can include supplementary active features such as playgrounds, trails, horseshoe, bocce ball, or beach volleyball • waterfront parks should have a vegetative buffer to provide habitat value and slope stabilization wherever feasible 	<p>Kenneth Barton Senior Park</p> <p>Cairnview Park (undeveloped)</p> <p>Glen Walter Waterfront Park (undeveloped)</p> <p>South Lancaster Wharf</p> <p>Summerstown Wharf</p>
Natural or Passive Park	<p>A park for activities/ functions such as nature appreciation, picnics, ceremonies, gardening or beautification. May be used for active uses such as walking, running, or group outdoor fitness such as tia chi or yoga</p> <p>Size varies</p>	<p>3.2 ha</p> <p>0.24 / 1,000 people</p>	<ul style="list-style-type: none"> • can be manicured with gardens and open lawn space, natural with natural or naturalized vegetation cover, or a mix of both • can include features such as pathways, seating, picnic areas, trash cans, lookouts, bridges, habitat enhancement features, public art, interpretive signage or monuments 	<p>Bernie McDonnell Park</p> <p>Library Park</p> <p>Glen Gordon Park</p> <p>Women's Institute Park</p>
Trails	<p>Includes unpaved hiking trails, paved multi-use trails, as well as on street cycling facilities</p> <p>Can be located throughout the Township</p>	NA	<ul style="list-style-type: none"> • design based on targeted trail uses • amenities may include wayfinding signage, benches, lighting and trailheads with parking, bike racks, bike repair stations, washrooms, and mapping 	Peanut Line Trail

Parks Supply and Distribution

Most settlement areas are supplied with at least two or three parks as demonstrated on the South Glengarry Parks and Trails map (Figure 6-1). However, there are several settlement areas in the Township that are not served by developed municipal parks. Most are very rural hamlets. Residential properties in these hamlets tend to be located along county or concession roads and have large lots. Table 6-4 lists settlement areas not served by municipal parks and for each identifies: the nearest Township park, the nearest non-municipal park and whether park development is recommended for the area.

Of all areas, Summerstown Station is furthest from a Township park with the closest one being 10.1 kilometres away. However, one of the most popular non-municipal parks in the Township, Summerstown Forest, is only 1.1 kilometres from Summerstown Station. Of the more populated settlement areas, Summerstown and South Lancaster have the least public green space. South Lancaster is better served with both a Township park and a non-municipal park within 3 kilometres.

Park supply and distribution must be considered in South Glengarry's specific context. For example, park provision standards are often generated for growing urban communities, considering the needs of residents in homes in moderate to high density neighbourhoods with little or no private outdoor space. This differs from South Glengarry, where growth is slower, less dense, and many residents have access to more private recreation space (e.g., large lots, waterfront properties). Therefore, the need for public greenspace is not as pressing in South Glengarry from a strict supply perspective. Public green spaces and parks, however, offer residents more than the benefits associated with private outdoor spaces. This includes community-building, by providing a place for people of all ages to come together, recreate, and socialize. For this reason, the Township

should continue to invest in improvements to existing parks to make them accessible and appealing to all residents.

As indicated in Table 6-4, it is recommended that Summerstown Estates Park be developed as an active park to serve the community of Summerstown and that Cairnview Park be developed as a waterfront park to serve the Township as a whole. The Township should also ensure that new residential developments incorporate adequate parkland and that, when possible, new parks are connected by pedestrian trails or pathways to existing parks, trails and amenities, and that consolidating subdivision parkland to create larger parks is considered.

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Table 6-4: Settlements Areas without Township Parks in South Glengarry

Settlement Name	Nearest Township Park	Nearest Non-municipal Park or Green Space	Recommendation
Curry Hill	Jack Danaher Park in Bainsville 4.4 km	Glengarry Park near South Lancaster 10.5 km	Park development is not recommended for Curry Hill at this time.
Glen Nevis	North Lancaster Optimist Park 5.2 km	École Élémentaire Catholique De L'Ange-Gardien in North Lancaster 4.6 km	Park development is not recommended for Glen Nevis at this time.
Glen Norman	Green Valley Community Park 7.5 km	Frog Hollow Forest near Green Valley (SDG County Forest) 10.9 km	Park development is not recommended for Glen Norman at this time.
Brown House Corner	Green Valley Community Park 4.9 km	Iona Academy Catholic School in St. Raphaels 2.8 km	Park development is not recommended for Brown House Corner at this time.
Tyotown	Glen Walter Regional Park 2.2 km	Gray's Creek Conservation Area in Glen Walter 3.6 km	Park development is not recommended for Tyotown at this time.
Summerstown Station	Empey-Poirier Park in Glendale 10.1 km	Summerstown Forest near Summerstown Station 1.2 km	Park development is not recommended for Summerstown Station at this time.
Sandywood Estates	Empey-Poirier Park in Glendale 6.9 km	Summerstown Forest near Summerstown Station 7.7 km	Sandywood Estates is a subdivision with very large lots. Park development is not recommended for Sandywood Estates at this time.

Settlement Name	Nearest Township Park	Nearest Non-municipal Park or Green Space	Recommendation
Summerstown	<p>Glen Walter Waterfront Park 6.7 km</p> <p>Note: Summerstown has a municipal wharf that has been classified as a parkette, however this wharf does not provide any park amenities and does not have space available for park amenities</p>	<p>Charlottenburgh Park near Summerstown 5.6 km</p>	Develop Summerstown Estates Park as an active park to serve the community.
South Lancaster	<p>Smithfield Park in Lancaster 2.4 km</p> <p>Note: South Lancaster has a municipal wharf that has been classified as a Waterfront Park/Waterfront Access. This wharf is well used by the community. Public greenspace, however, is lacking in South Lancaster.</p>	<p>Cooper's Marsh Conservation Area near South Lancaster 2.6 km</p>	Develop Cairnview Park as a waterfront park to serve the whole Township.

6.2 Trails

6.2.1 Overview of Supply

The Township has many kilometres of trails within its boundaries, most of which are owned and/or operated by the Township, Raisin Region Conservation Authority, the County and not-for-profit organizations. Table 6-5 is an inventory of trails in the Township. The location of these trails is shown in Figure 6-1.

Of the six trails/trail areas inventoried, one (The Peanut Line) is owned and managed by the Township, and one (segment of the Great Lakes Waterfront Trail) is owned and maintained by SDG Counties and managed by a not-for-profit. The following further describes these two trails and the opportunities and constraints they present.

6.2.2 The Peanut Line

The Peanut Line is a 40-kilometre rail trail that runs from the east to west boundaries of the municipality and presents significant opportunity for multi-use trail-based recreation in South Glengarry. This former Canadian Pacific railbed was purchased by the Township in 2009 with the intention of developing a Trail Master Plan to guide its design, management, and maintenance. The trail offers residents a variety of outdoor recreational opportunities, including motorized sports, walking, jogging, cross country skiing, equestrian, etc. The Trail is well used by the Glendaler's Winter Sports Club for snowmobile and ATV recreation.

Amenities along the Trail are minimal. As reported during the trails focus group, the Peanut Line currently lacks seating, lighting, trash receptacles, parking, washrooms and warming stations. There is a trailhead with route signage at the western entrance at Boundary Road. Blue post and paddle signs mark each road intersection and list permitted uses for the segment.

The landscape surrounding the trail is farmland with some pockets of wooded areas. Currently the trail has no direct connection to Township parkland, although it passes through the fairgrounds in Williamstown and passes very close to Empey-Poirier Park in Glendale. Trail access points are located not far from the Summerstown Forest Trails (2.6-km along County Rd 27) and the community of North Lancaster (3-km along County Rd 26). Improved connections to communities and recreation areas are needed.

In general, the western portion of the trail between Boundary Road and Williamstown is in better condition. This portion has granular surfacing, a wider trail width and more canopy cover than the eastern portion (Williamstown to the Quebec border). In the eastern portion the Peanut Line runs directly through several farm fields. In this section, the trail is narrow, bumpy, and unsurfaced.

6.2.3 The Great Lakes Waterfront Trail

The Great Lakes Waterfront Trail is a signed route connecting 155 communities and First Nations along the Canadian shore of the Great Lakes region. Most of this trail network is paved with both off-road and on-road sections. On-road sections consist of quiet residential streets, local roads, rural highways and, in a few places, Provincial Highways. For the Lake Ontario to St. Lawrence River section of The Great Lakes Waterfront Trail, about 30% is off-road. The South Glengarry segment is a 34.8 km “designated” paved shoulder along County Road 2 and the South Service Road. There is also a small segment of paved off-road multi-use trail that connects the eastern edge of Cornwall to Gray’s Creek Conservation Area. At eastern end of the South Glengarry segment the trail connects to La Route Verte, Quebec’s network of bicycle routes. At this spot, there is a rest area with a gazebo and signage that marks the eastern most point of The Great Lakes Waterfront Trail.

As for community connections, the trail passes through South Glengarry’s waterfront settlement areas: Glen Walter, Summerstown, and South Lancaster. Connections to Township parks include Glen Waterfront Park (passes by) and Glen Walter Regional Park (500m from the trail). The Waterfront Trail passes by several non-municipal campgrounds, and natural areas.

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Table 6-5: Trails in South Glengarry

Name	Distance (km)	Number of Trails	Surface	Uses	Location	Management	Extent	Notes
Great Lakes Waterfront Trail	21	1	paved shoulder	cycling	along County Road 2	The Great Lakes Waterfront Trail	regional	
The Peanut Line	40	1	cruhsed limestone	walking, cross-country skiing, snowshoeing, ATV, snowmobile	spans South Glengarry from east to west	Township of South Glengarry	local	<ul style="list-style-type: none"> not all activities are permitted on all sections of the trail users must defer to signage posted, includes 93 hectares of right of way
Gray's Creek CA Trails	6.5	4	natural surface and boardwalk	biking, walking, snowshoeing, cross-country skiing	Glen Walter	The Raisin Region Conservation Authority	local	<ul style="list-style-type: none"> snowshoe rentals available
Cooper Marsh CA Trails	11.5	3	natural surface and boardwalk	walking, shoeshoeing, crosscountry skiing, wildlife viewing, bird watching	Summerstown	The Raisin Region Conservation Authority	local	<ul style="list-style-type: none"> visitor centre open weekends, educational tour bicycles, dogs and motorized vehicles are prohibited
Summerstown Trails	40	many loops	natural surface and groomed snow	cross-country skiing, snowshoeing, fat biking, hiking, mountain biking.	Williamstown	The Friends of the Summerstown Trails	local	<ul style="list-style-type: none"> rentals available for skis, snowshoes and fat bikes
Charlottenburgh Managed Forest Trail	4	1	natural surface with some wooden technical trail features	hiking, mountain biking	Martintown	Township of South Glengarry	local	
Total Trails (km)	123							

6.3 Community Interest

6.3.1 Park Use

Regarding use of parks and open space areas, online survey respondents most often reported using Glen Walter Regional Park (38.1% or 93 respondents) followed by “I/we do not use any of these parks” (36.5% or 89 respondents). In the telephone survey, the most frequent response was Glen Walter Waterfront Park (62% or 82 respondents), followed by “I/we do not use any of these parks” (22% or 29 respondents).

6.3.2 Trail Use

The online household survey and the telephone survey produced different results regarding trail use in the Township.

Among 260 respondents to the online household survey, a majority (84% or 217) indicated they use trails in South Glengarry, 14% (37) do not, and 2% (6) are uncertain (Figure 6-2). However, among the 200 respondents to the phone survey, a slight majority (52% or 104 respondents) indicated they do not use trails in South Glengarry, and 48% indicated they use trails (Figure 6-3).

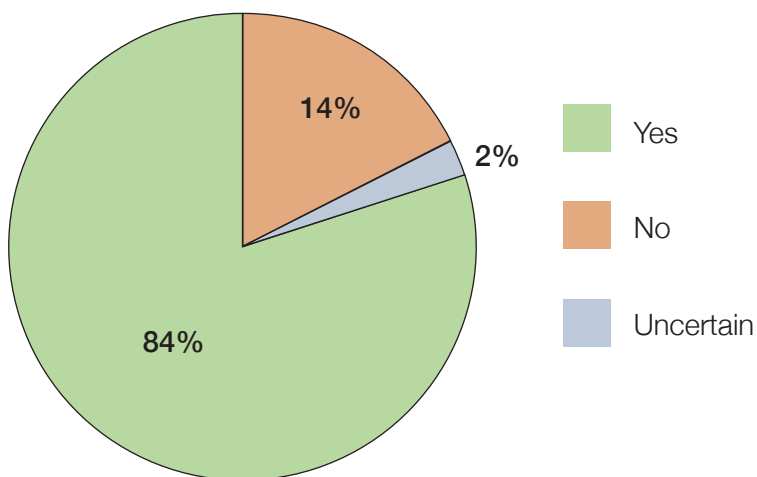
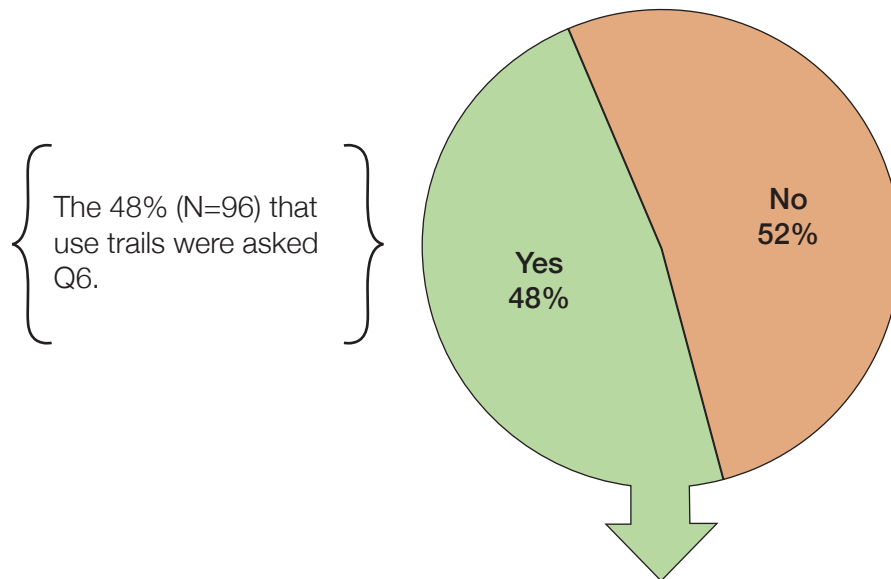


Figure 6-2: Use of Trails from the Online Household Survey

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All N=200 respondents were asked if they or others in their household use trails in the Township. The 48% (N=96) users were asked a follow-up question about what trails are frequented and how they are used.

Do you or others in your household use trails in the Township of Glengarry?



Which of the following trails are used by you or others in your household and how do you use them? (please select all that apply)

Q6a. Peanut Line - Boundary Rd. to Williamstown

walking/dog walking	31%
do not use	23%
cross-country skiing	14%
running/snowshoeing	11%
cycling/biking	9%
ATVing	3%
snowmobile	3%
dirt biking	3%
horse riding	2%

Q6b. Peanut Line - Williamstown to Quebec

walking/dog walking	33%
do not use	16%
cross-country skiing	15%
running/snowshoeing	13%
cycling/biking	13%
ATVing	4%
snowmobile	3%
dirtbiking	3%
horse riding	1%

Q6c. Glen Walter Park Trail/ Path

walking/dog walking	39%
do not use	38%
running/snowshoeing	13%
cross-country skiing	4%
cycling/biking	4%
horse riding	3%

Q6e. Summerstown Trails

do not use	57%
walking/dog walking	16%
cross-country skiing	14%
cycling/biking	7%
running/snowshoeing	6%

Q6e. Waterfront Trail

do not use	41%
walking/dog walking	31%
cycling/biking	16%
running/snowshoeing	9%
cross-country skiing	3%

Figure 6-3: Use of Trails from the Telephone Survey

Both the online household survey and the telephone survey indicate that walking/dog walking is the top use of trails in South Glengarry. Regarding which trails are most used, among 212 online survey respondents, the most frequently selected was Summerstown Trails (85% or 181 respondents) and the Peanut Line - Boundary Rd. to Williamstown (59% or 125 respondents).

6.3.3 Park Needs

The online household survey and the telephone survey produced different results regarding opinions on needed parks improvements.

When asked whether respondents thought that parks in South Glengarry require improvements, a majority of online survey respondents (56% or 141) indicated Township parks require improvements, 16% (39) noted they do not, and 28% (69) are uncertain (Figure 6-4). Of the 56% indicating improvements are needed, the top three selected improvements were:

- Washrooms and water fountains - 63.7% (86)
- More shade, seating, lighting, etc. - 55.6% (75)
- Water play features - 46.7% (63)

As for the telephone survey, a smaller percentage of respondents think Township parks require improvements (28% or 57 respondents). Just under half (48% or 95 respondents) indicated improvements are not needed and 24% (48) are uncertain (Figure 6-5). Of the 28% reporting the need for improvements, responses were split across the 16 park improvement options. The top three selected improvements were:

- Washrooms and water fountains - 13% (7)
- Increased maintenance/clean up - 13% (7)
- Food/wildlife gardens - 9% (5)

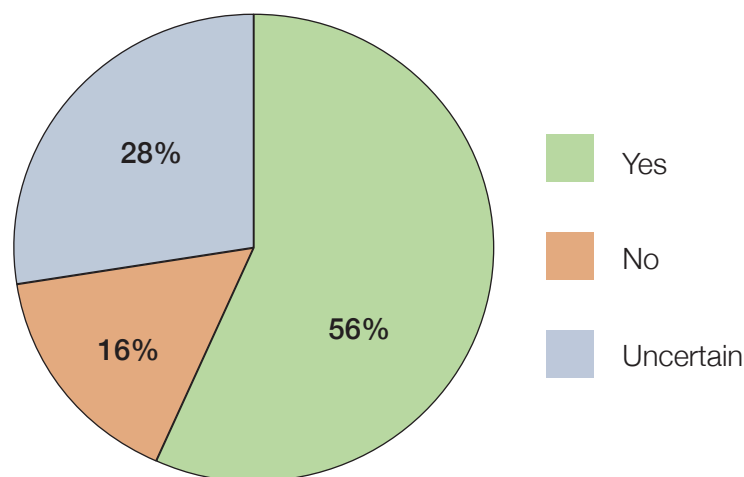


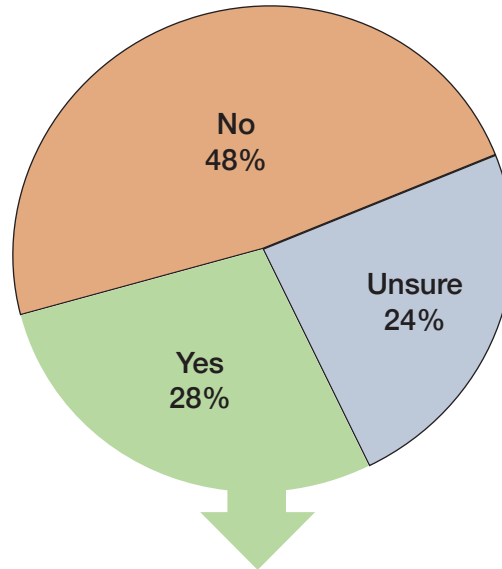
Figure 6-4: Improvements to Township Parks Needed- Online Household Survey

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A question about improvements required for Township Parks was asked to all N=200 residents. Those that said yes (28%, N=57) were then asked two follow-up questions. The first asked residents to name the types of improvements needed and the second to identify three parks in need of upgrades.

Do you think Township Parks need improvements?

The 28% (N=57) that said Parks need improvements were asked the question below.



What types of improvements do you think are needed to Township parks? (please select all that apply)

increased maintenance/clean up	13%	water play features	5%
washrooms and water fountains	13%	multi-purpose play courts	4%
food/wildlife gardens	9%	gym/fitness stations	5%
new/improved play equipment	8%	concrete pads for wheel sports	3%
better playing fields	8%	covered areas for markets, picnics, etc	3%
more shade, seating, lighting, etc.	7%	more walking paths to within/parks	4%
improved access to water for swimming boating	7%	dog park	2%
beautification	7%	AODA accessibility improvements	2%

Please list up to three parks that you think are in most need of improvements.

Of the N=57 asked, there were N=79 responses. The percentage of cases or the number of times each one was mentioned follows:

Glen Walter	49%
Green Valley	37%
Martintown	35%
Jack Danaher	16%
Paul Rozon	14%
North Lancaster	14%
Empey-Poirier	11%
Smithfield	5%

Figure 6-5: Improvements to Township Parks Needed – Telephone Survey

Eleven interviews and five focus groups took place between December 2021 and March 2022 as part of consultation. The following is a sample of key points relating to parks and green spaces from these sessions.

Needs and improvements for parks suggested during the stakeholder interviews include:

- develop a parks classification system to help determine what is needed or appropriate to provide in specific types of parks
- develop a dog park in South Glengarry
- provide more parking
- improve park accessibility standards

Needs and improvements for parks and the waterfront suggested during the focus groups include:

- develop a publicly available information portal that outlines the locations of all parks, trails and other open spaces and their respective amenities
- improve washroom access at parks/add more washrooms to parks
- address overcrowding at public docks and boat launches – overcrowding is an issue as there are not many public boat launches in South Glengarry
- develop Cairnview Park and provide amenities such as parking, more trees for shade, more seating, equipment rentals for water activities (e.g., kayaks, canoes, etc.), and washrooms (e.g., eco-friendly washrooms).

6.3.4 Trail Needs

In both the online household survey and the telephone survey, less than 50% of respondents indicated the Peanut Line needs improvements.

When asked if online household survey respondents thought the Peanut Line needs improvements, (32% or 79 respondents) indicated improvements are needed, 22% (54) indicated they are not needed and 46% (115) were uncertain (Figure 6-6). Of the 32% reporting need for improvements, the top three selected improvements were:

- better trail maintenance - 63.3% (50)
- more/improved trail heads - 57% (45)
- links to Summerstown/Waterfront Trails - 54.4% (43)

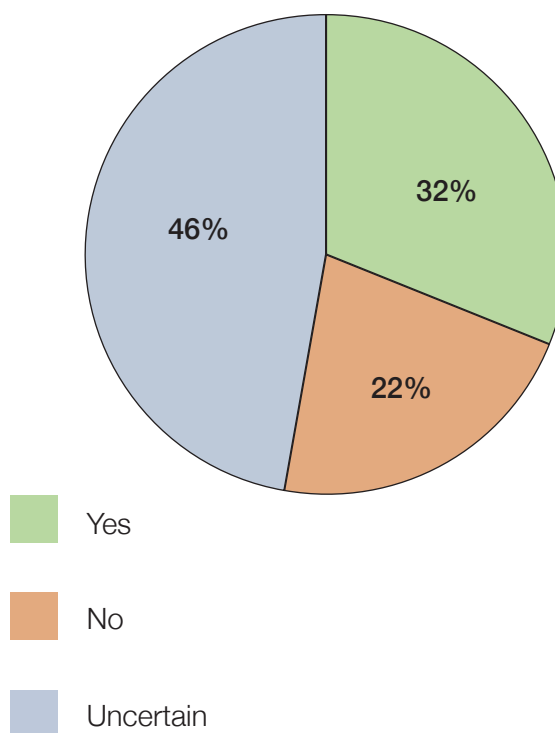


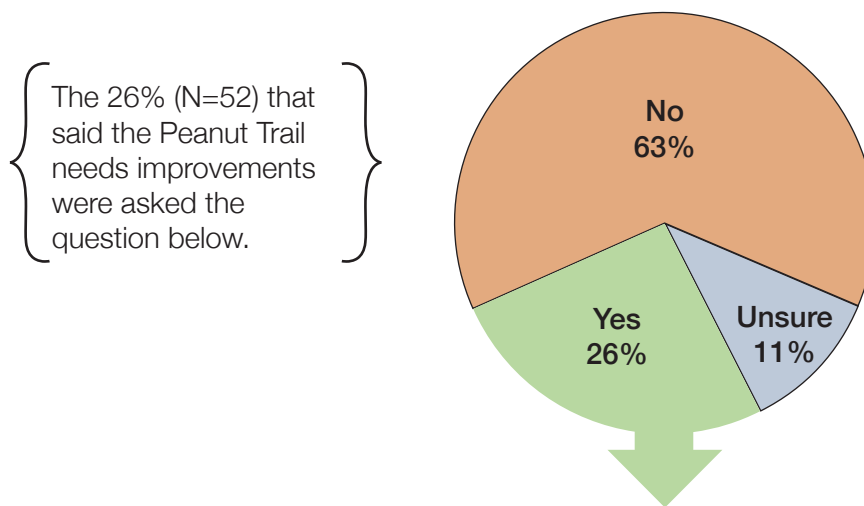
Figure 6-6: Improvements to Peanut Line Needed - Online Household Survey

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As for the telephone survey, among 200 respondents 26% indicated that the Peanut Line needs improvements (Figure 6-7).

All respondents (N=200) were asked if they thought the Peanut Line Trail needs improvement. The 26% or N=52 that said yes were questioned about the improvements they think are needed.

Do you think the Peanut Line Trail needs improvements?



What types of improvements do you think are needed to the Peanut Line? (please select all that apply)

better trail maintenance	28%
more patrols/monitoring	22%
amenities along trail (e.g., washrooms, benches, picnic spots, bike repair stations)	19%
signage and wayfinding along trail	8%
better separation of motorized and non-motorized uses	6%
more/improved trail heads (e.g. parking, trail maps/details, washrooms)	6%
links to Summerstown/Waterfront Trails	5%
educational/stewardship initiatives	4%
better AODA accessible segments	3%

Figure 6-7: Improvements to Peanut Line Needed – Telephone Survey

The following is a sample of key points relating to trails taken from the interviews and focus groups:

Needs and improvements regarding trails suggested during the stakeholder interviews include:

- further develop the Peanut Line with more signage and better surfacing
- improve connectivity throughout South Glengarry by developing the trail network
- address issues related to the intersection of the Peanut Line through farmers' fields (i.e. trespassing and encroachment issues)

Needs and improvements suggested during the focus groups include:

- improve the Peanut Line for all its users and increase connectivity between communities
- upgrade the Peanut Line with trail amenities including more signage, rest stops with seating, more trees for shade, and more trail heads
- provide off-road trails for cyclists to safely use (e.g., Lancaster)

Summerstown Trails

The Summertown Trails is a popular trail and nature area located just north of Summertown Station in South Glengarry. The trail area is used year-round for running, hiking, mountain biking, fat biking, cross-country skiing and snowshoeing. The trails are built, maintained, and operated by The Friends of the Summerstown Trails Inc. (FOTST) which is a community-based non-profit. The Summertown Forest, which the trails are within, is made up of several County forest components and partially managed by the Ministry of Natural Resources (MNR).

While the Summerstown Trails is not owned or operated by the Township of South Glengarry it is well used by many residents. Recommendations for the management of Summertown Trails is beyond the scope of this Master Plan. However, a significant concern was raised during the trails focus group concerning hunting in the Summerstown Forest, as summarized below:

Several attendees of the trails focus group would like to see a hunting ban at Summerstown Forest. Members of the FOTST fear that someone or someone's dog will be accidentally shot while using the trails. The focus of concern is a two-week hunting period during November. During this time hunters are active in the Summerstown Forest while the trails are being heavily used by hikers and dog-walkers.

If a hunting ban is to be imposed, it will need to be addressed at the County level with the involvement of the MNR.

6.4 Guiding Principle: Environmentally Focused Parks and Trails

6.4.1 Stewardship

It was apparent from consultations with the community that environmental health is highly valued, and preserving the natural assets of South Glengarry is a priority. Trails and natural areas are some of the best used outdoor spaces in South Glengarry. In the online survey, 85% (181 of 212) indicated using Summerstown Trails, which are part of the Township's largest publicly accessible natural space, Summerstown Forest. Comments from focus groups and from the project's consultation website often focused on nature and the environment (see Figure 6-8).

The following environmental concerns were voiced during the consultation:

- lack of tree canopy cover in the Township
- use of motorized vehicles within provincially significant wetlands
- wildlife disturbance along the Peanut Line due to motorized vehicle use at night
- excessive removal of, and damage to, trees and shrubs along the Peanut Line
- lack of environmental policy from the Township
- loss of tree canopy cover at Glen Gordon Park

Many communities face concerns over balancing increased outdoor activity with environmental protection. This is challenging to manage in South Glengarry where only a few natural areas and waterfront spaces are owned by the Township. However, the way in which the Township develops and manages the development of the Peanut Line and Cairnview Park can set a precedent.

"...as development has occurred and increased along South Glengarry shorelines it is glaring (sic) apparent the immense, life giving "ribbon of life" habitat that has been lost by human encroachment. Sadly South Glengarry has no policy in place requiring people to respect and live in harmony with our shorelines, fish, pollinators and wildlife."

In reference to Cairnview Park:

"Please make this a sustainable, shoreline using Watersheds Canada guidelines for sustainable shorelines!"

"It is imperative that when undertaking any project we work with respect for the health of humans, wildlife, and water health. All life is interconnected. The health or sickness of one, has effect on the other."

Figure 6-8: Comments from Master Plan Consultation on Environmental Priorities.

6.4.2 Managed Naturalization

Many parks in South Glengarry contain significant areas of mown grass that is not used for active or passive recreation purposes. Turf areas require significant resources for regular maintenance and provide minimal ecological benefit. Replacing some turf areas with other more diverse types of planting would provide a range of ecological benefits as well as reduce the cost and maintenance burden associated with turf grass. During the spring and summer months, significant staff resources are allocated to grass mowing. In addition to direct costs, already limited staff are precluded from undertaking other important tasks.

Naturalization is the process of allowing natural plant growth to occur, while managing that growth - typically by removing/limiting non-native and invasive species and planting and encouraging the growth of desired native species. Naturalization is an important strategy for improving ecosystem health, and, in turn, building climate change resilience.

Naturalization, for all its benefits, comes with two main challenges. First, some residents interpret naturalized landscapes as messy and unkempt, leading them to complain and lobby the Township to remove them. Second, contrary to perceptions, in the early stages of plant growth, naturalized spaces can require more maintenance and specialized knowledge than mown lawns, increasing demand on already stretched staff resources. However, within a couple of years, naturalized spaces should require less maintenance and resources than mowed areas.

Municipalities are often caught in the middle as they attempt to moderate between residents who dislike naturalization in parks and residents who want more naturalization for its environmental benefits. Joan Iverson Nassauer is a landscape architect in the field of ecological design, who has studied this problem extensively:

“Novel landscape designs that improve ecological quality may not be appreciated or maintained if recognizable landscape language that communicates human intention is not part of the landscape. Similarly, ecologically valuable remnant landscapes may not be protected or maintained if the human intention to care for the landscape is not apparent. Landscape language that communicates human intention, particularly intention to care for the landscape, offers a powerful vocabulary for design to improve ecological quality. Ecological function is not readily recognizable to those who are not educated to look for it. Furthermore, the appearance of many indigenous ecosystems and wildlife habitats violates cultural norms for the neat appearance of landscapes.”¹

1 Nassauer, J. I. 1995. Messy ecosystems, orderly frames. *Landscape Journal*. 14(2): pp. 161-170.

A key direction from that paper that can support efforts in naturalization is to implement “cues to care” – actions that increase the intentionality of naturalized spaces so that it is obvious that the treatment is deliberate, and that someone is caring for and grooming it. Some of these ‘cues’ or grooming practices include:

- Bold patterns/clean lines: While naturalized areas will naturally drift and change over time, the initial plantings should be laid out and confined to clear patterns or lines. This will help slowly introduce the idea to residents who request neat gardens.
- Bird feeders and pollinator gardens: Bird feeders and plants for pollinators (e.g., butterfly and bee gardens) communicate the intention of the place (a place for nature), and reinforce that it is not abandoned or

neglected. Also, encouraging birds could increase wildlife sighting and appreciation by residents.

- Borders: Borders have the quick ability to make any collection of plants look neater, and can be made by fences, plantings, shrubs, or by mowing around the edges.
- Signage: Educational signage describing the plants and/or process in the naturalized area may also help increase community understanding and, therefore, acceptance. Signage should also encourage visitors to stay out of the area, to avoid trampling plants and exposure to ticks.

The Township should implement some of these practices in future naturalized areas to increase resident support and acceptance. Potential sites for naturalization should be chosen in consultation with the community, and certain parks are suggested in the next section on park-specific recommendations. Consultation is an opportunity to educate about naturalization and develop a design plan that pleases residents. A naturalized garden, border or section could be added to almost any park if the resources are available.

6.5 General Parks and Trails Recommendations

6.5.1 Accessibility

Parks need to be upgraded over time to continue to address the need for accessible and safe paths of travel, connections, and entrances to on-site buildings (e.g., washrooms, change rooms), and other amenities. Infrastructure must meet AODA requirements regarding seating (benches and picnic tables), playground equipment, playground safety surfaces, and pavement surfaces/paths of travel (including tactile warning strips, handrails, and ramps).

Priority should be given to improvements to parks based on public/user safety and accessibility as per the Canadian Standards Association's requirements (CSA), Accessibility for Ontarians with Disabilities Act (AODA) requirements. This includes but is not limited to:

- Playground safety (protective fall surfaces and CSA approved equipment)
- Accessible routes through parks
- Seating (location and configuration)
- Wayfinding and user information

The Township is in the process of making accessibility upgrades to parks as part of ongoing maintenance and upgrades. The Township should also provide at least one accessible water access point.

Recommendation

PT1. Continue to make required accessibility upgrades to parks (including playground safety, routes and wayfinding, seating, shade and bicycle parking) as part of ongoing maintenance and upgrades.

6.5.2 Signage and Wayfinding

As a general rule, signage should be provided along major routes, at parks, heritage sites, trails, and facility entrances, and throughout the sites as needed. Signs should be AODA compliant. Aside from increasing awareness and user experience, signage contributes to building the community's sense of place when consistent, unique signs are used throughout the municipality. The Township should develop a consistent sign design for parks, trails, wharfs, facilities and heritage sites.

A signage and wayfinding strategy should be developed which outlines a hierarchy of signs, content, where they should be located, graphic standards (fonts, colours, icons, etc.), materials, and installation details. The strategy should be developed in consultation with stakeholders where the signs will interface with other jurisdictions, landowners, and public authorities to ensure a coordinated approach.

The strategy should:

- provide the location, hierarchy and graphic design/style for all trail signage including but not limited to directional signs, trail markers and trailhead signage.
- prioritize road highway signs for destinations such as heritage sites and natural spaces.
- include a trail map for both digital and print media, and for installation at trailheads, to be regularly updated and revised to reflect improvements to the trail network as the Master Plan is implemented.
- include road and highway directional signs to allow easy navigation to local and regional destinations.
- incorporate the Township's logo and branding.

Once the strategy is in place, signs would be fabricated and installed in a phased approach and as part of separate projects and initiatives. This could include but is not limited to: parks, trails, and boat launch improvements, trailheads, and other municipal infrastructure improvement projects.

Recommendation

PT2. Develop and implement Township-branded signage and wayfinding at Township parks, trails, facilities, heritage sites, natural spaces, and main arterials.

6.5.3 Parks and Trails Tree Strategy

Healthy, diverse and resilient forested areas are a significant public asset. Many parks and segments of trail in South Glengarry lack tree cover. In 2022 the Township adopted a “Tree Canopy and Natural Vegetation Policy” with the objective to reduce the loss of tree coverage in South Glengarry and to protect and increase tree coverage. The policy includes sixteen priority items including:

Priority Item #3 -Increase tree planting on Township-owned land, especially within public parks where possible.

A strategy is needed to guide the management of trees in parks and along trails in South Glengarry. The Parks and Trails Tree Strategy should act to protect, maintain, and expand tree coverage within Township-owned land. The strategy should address the following:

- protocols and standards for tree pruning, tree injury, tree protection and tree removal
- potential threats to trees such as lawn trimmer damage, gypsy moth defoliation or construction damage and associated mitigation tactics
- recommended tree species based on functions (street tree, shade tree, naturalization, riverbank stabilization, etc.)
- tree planting best practices
- stewardship and community engagement programming
- tree planting targets and timelines for completion
- existing relevant partnerships and potential partnership opportunities

Recommendation

PT3. Develop a Parks and Trails Tree Strategy to guide the management of trees in parks and along trails in South Glengarry.

6.6 Park Specific Recommendations

This section discusses recommendations for specific Township parks. If a park is not included in this section, specific changes to that park are not recommended during the term of this Plan. The general park considerations discussed above apply to all parks, including those not discussed here. Parks fall into one of the following categories: parks requiring standard park upgrades, parks that require minor upgrades, or parks that require major upgrades.

Standard Park Upgrades:

- tree planting and naturalized planting
- additional seating and picnic tables
- new/ upgraded paths
- lighting
- connections to adjacent existing/future trail networks
- wayfinding/ interpretive signage

Minor Park Improvements:

- upgrades to 1 or 2 existing infrastructure elements (e.g. playground equipment and surfacing, skate park, parking lot, basketball courts, shade structure), and/or new park elements

Major Park Improvements:

- upgrades to 3 or more existing infrastructure elements (e.g. playground equipment and surfacing, skate park, parking lot, basketball courts, shade structure), and/or new park elements

Park specific recommendations are not provided for the following Township parks:

- Glen Gordon Park
- Library Park
- Summerstown Wharf
- Women's Institute Park

6.6.1 Active Parks

Empey-Poirier Park

Empey-Poirier Park is a small active park located in Glendale. It serves the Glendale subdivision and is the closest Township park for residents of Sandywood Estates and Summerstown Station. Comments from the community consultation suggest there are many children in the neighbourhood that use the park.

The park features a lit ice rink, change shack, ball field, play equipment and passive green space. The ice rink is used as a basketball court in the summer. It is the only Township park located near the Peanut Line. Recent upgrades to this park include new benches and a paved parking lot with an accessible parking spot. Standard park upgrades and minor park improvements are recommended for this park.

Existing Amenities

1. **Playground:** The existing play equipment and surfacing is in poor condition. Both should be replaced in the short term of this Plan. Benches and/or picnic tables should be provided near the play area and shade trees should be planted to provide shade over seating and play areas. Retaining shade near play areas should be prioritized. Existing trees in this area should be retained and protected during construction unless hazardous or in poor condition.
2. **Ball Field:** The ball field is overgrown with grass and weeds. Better ball fields are located 8 kilometres away in Glen Walter Regional Park. The Township should consider removing the ball field and providing a new park amenity in its place. This new amenity doesn't necessarily need to be positioned where the ball field is located. Community consultation regarding replacing the ball field should occur in the long term of this Plan.

New Amenities

1. **Pathway Loop:** An accessible pathway loop running along the perimeter of the park should be developed. Using the large open space behind the playground, a 300 to 400 metre loop can be formed depending on the desired offset from the creek and property line. The pathway should facilitate activities such as walking, rollerblading and scootering. It should provide a safe and pleasant space for young children learning to bike and for people using wheelchairs, walkers and strollers etc. Shade trees should be planted along the extent of the path and benches and/or picnic tables should be provided.

Standard Upgrades

1. **Naturalization:** The majority of the park is open lawn which requires extensive lawn maintenance and creates a lack of shade on-site. Introducing naturalized borders or naturalized pockets will reduce maintenance costs in the long term and provide added interest and biodiversity to the park.
2. **Accessible Pathway Connections:** Pathways should connect the accessible parking spot, ice rink, change shack (if feasible) new playground, seating areas and proposed perimeter loop.

Recommendations

- PT4. Replace play equipment and playground surfacing at Empey-Poirier Park. Provide seating and shade trees.
- PT5. Consider removing the ball field at Empey-Poirier Park and providing a new park amenity if there is a community need.
- PT6. Consider implementing a pathway loop at Empey-Poirier Park with seating and shade trees, if there is community interest, and funding opportunities become available. Connect facilities/amenities with accessible paths.
- PT7. Implement naturalization throughout areas of Empey-Poirier Park.

Paul Rozon Memorial Park

Paul Rozon Memorial Park is a small active park located in Williamstown. It mainly serves Williamstown but also attracts residents from outside the community because it has the only splash pad in the Township.

The park features a lit ice rink, change shack, lit ball field, play equipment, splash pad, mature trees and passive green space. The ice rink is used as a basketball court in the summer. Public washrooms are available in the park building. Recent upgrades to this park include improved wheelchair accessibility to the park building and entrance deck and a paved pathway connecting to the ice rink. Standard park upgrades and minor park improvements are recommended for this park. No upgrades are currently needed to the existing amenities.

Standard Upgrades

1. Accessible Pathway Connections: In addition to the pathway to the ice rink, additional pathways would support improved connections.
2. Paved Parking Lot: An accessible parking spot should be located near the park building. The existing trees along the parking lot should be retained and protected during parking lot construction.
3. Shade and Seating: Additional shade and seating is needed.

Recommendations

- PT8. Consider implementing a paved parking lot at Paul Rozon Memorial Park with an accessible parking spot and accessible paths to park facilities/amenities if funding opportunities become available
- PT9. Provide more shaded areas at Paul Rozon Memorial Park with trees or shade structures.

Martintown Community Park

Martintown Community Park is an active park. It mainly serves Martintown but likely attracts residents from outside the community because it has a tennis/pickleball court and a new playground.

The park features an ice rink, change shack, ball field, junior and senior play equipment, and a tennis/pickleball court. The ice rink is used as a basketball court in the summer. The park has skateboard ramps, but they are not set up for use. Recent upgrades to this park include new accessible play structures and new pathways. Standard park upgrades and minor park improvements are recommended for this park.

Existing Amenities

Skate Park: The existing skateboard equipment at Martintown Community Park should be inspected as per safety standards and removed if necessary.

In replacing the existing equipment now or in the future to meet need for a skateboard park, the Township should consider providing a pop-up facility as a feasible and movable option. The following paved areas could be considered for hosting the pop-up:

- Martintown Community Park ice rink pad
- Martintown Community Park parking lot (if paved)
- Martintown Community Centre parking lot (if paved)
- A temporarily closed off section of Nine Mile Road (which borders the park)

Pop-up park site selection should be based on pavement quality and safety. Flat and smooth concrete or asphalt is needed.

The first day of the pop-up park could include a small fun fair with music and refreshments. If well-advertised, the pop-up park would be a fun

and simple way to create interest in the sport and to gauge the degree of use a permanent skate park could anticipate.

Standard Upgrades

1. **Playground Seating:** The playground lacks seating. At least one accessible bench or picnic table should be provided for caregivers to sit and watch over their children.
2. **Tree Planting:** Shade trees should be planted where space permits. There is currently space for tree planting along the south edge of the ball field. Large growing shade trees should be planted 6 to 8 metres apart.
3. **Accessible Pathway Connections:** Accessible pathways are needed to connect the park entrance, playground, ice rink, tennis court and any accessible seating.

Recommendations

PT10. The existing skateboard equipment at Martintown Community Park should be inspected as per safety standards and removed if necessary. If the need for a skateboard park should arise, the Township could consider providing a pop-up skate park.

PT11. Provide seating (benches/picnic tables/armour stone etc.) near the playground at Martintown Community Park including at least one accessible bench or picnic table. Installation of accessible seating can be coupled with pathway connection installation.

PT12. Implement accessible pathways at Martintown Community Park to connect amenities in the future if funding opportunities become available.

PT13. Provide more shade at Martintown Community Park with shade trees or structures.

Glen Walter Regional Park

Glen Walter Regional Park is a large active park. It serves Glen Walter and is the closest Township park to residents of Tyotown. With an area of 58.4 acres, it is the largest Township owned park. Along with active features, the park has some passive and natural spaces.

The park features 3 ball fields, 3 sports fields, 3 lit tennis/pickleball courts, 1 volleyball court, 1 picnic shelter, 1 basketball court, 1 playground, a 2.1-kilometer trail loop and washrooms. Recent upgrades to this park include new accessible pathways, and a ramp installed for improved access to the picnic shelter. The existing wooden play equipment is scheduled to be replaced with new equipment in summer 2022. Standard park upgrades and minor park improvements are recommended for this park.

New Amenities

Dog Park: There is community interest in a dog park in South Glengarry. There is room for a 2 acre dog park at the north end of Glen Walter Regional Park in place of the grass ball diamond. Before investing in a fully designed and developed dog park, the Township may choose to create a temporary dog off-leash area using deer fencing, t-posts, corrugated plastic signage and a prefab auto-closing gate. If community use warrants further investment, a dog park should be developed in this location. Refer to Appendix E for dog park design considerations.

Outdoor Rink/ Skating Loop: There is community interest in an outdoor rink at Glen Walter Regional Park. This park has two large areas for parking at the south entrance. It is unlikely that both areas are needed for parking during the winter. The larger parking area could be paved and converted to an ice rink or skating loop during the winter. Skating loops and skating trails have become popular in recent years. They are better suited for leisure skating than a hockey rink and appeal to a range of skating

abilities. Considering that all other outdoor rinks in South Glengarry are hockey rinks, providing a different skating experience may attract users from throughout the Township. At present the Park does not have municipal servicing so water could not be accessed to flood the ice.

Splash Pad: There is community interest in a splash pad at Glen Walter Regional Park. A splash pad could be located near the playground, washrooms and shade structure. The feasibility of a splash pad in this area will depend on the provision of municipal servicing, which is currently not available. Should municipal servicing be provided near the playground during the term of this Plan, plans for a splash pad should be implemented.

Standard Upgrades

Paved Parking Lot: An accessible parking spot should be located near the park entrance path. The existing trees along the parking lot should be retained and protected during parking lot construction unless they present a hazard, are in poor condition or cause sightline issues.

Recommendations

PT14. Monitor community interest in a dog park in Glen Walter Regional Park. Consider providing a temporary dog park to gauge use levels. If there is evidence the amenity will be well used, develop a permanent dog park based on community feedback and dog park design guidelines. Investigate the need for lighting along pathway leading to dog park.

PT15. Monitor community interest in an outdoor rink in Glen Walter Regional Park. Support community initiative to make seasonal rinks or skating loops when municipal servicing in the park is developed.

PT16. Consider providing a paved lot and accessible parking at Glen Walter Regional Park and monitor funding opportunities that will support this project.

PT17. Monitor community interest in a splash pad at Glen Walter Regional Park. Design and implement splash pad when municipal servicing becomes available.

Smithfield Park

Smithfield Park is a small active park located in Lancaster. It serves the community of Lancaster and is the closest public greenspace to residents of South Lancaster. It is the second largest Township park in South Glengarry, after Glen Walter Regional Park. It is used as an event space for Canada Day celebrations. The online survey showed that almost one quarter of respondents (22 of 103) think that Smithfield Park is the Township park most in need of improvements.

The park features a lit ice rink, sports field, sand volleyball court, play equipment, picnic shelter, passive green space, and mature trees. The ice rink was installed in 2019 in place of an old ball field. Other recent upgrades to this park include new benches, improved ramp access to the picnic shelter, and paved pathways connecting the picnic shelter and playground. New basketball nets are scheduled for installation in 2022..

Existing Facilities

1. Volleyball Court: There is community interest in lighting the sand volleyball court. According to the online survey, the Smithfield court is the most used volleyball court in the Township (14 of 30 respondents indicated using it). The purpose of the new lighting would be to extend hours of use into the evenings – which is important for use during the late summer and fall. New lights should be LED and night sky friendly. Solar lighting should be considered, depending on the length of the trench and conduit required to connect the lights to the hydro line. Section 4.0 notes the need to consult with the volleyball league on local activity needs to support investment in the courts.
2. Playground: The existing playground appears to be in fair condition. The play equipment is wood construction, and the surfacing is rubberized. The playground

should be evaluated to verify that it meets safety standards. This playground is best suited for younger children. Incorporating play equipment for both younger and older children should be prioritized when the playground is next updated.

Standard Upgrades

1. Paved Driveway Entrance: The driveway entrance to Smithfield Park extends to the very back of the park, dividing the park in half. The length and position of the driveway influences how people move through the park and how new amenities/facilities can be situated within the park. Consider opportunities, demand and options for the Smithfield driveway entrance, and investigate providing a paved driveway if funding opportunities become available. Before considering this work the Township should determine the required functions of the driveway, and the potential to shorten it.
2. Naturalization: The majority of the park is open or treed lawn space which requires extensive lawn maintenance. Introducing naturalized borders or naturalized pockets will reduce maintenance costs in the long term and provide added interest and biodiversity to the park.

New Amenities

1. Pathway Loop and Adult Exercise Equipment: An accessible pathway loop running along the perimeter of the park should be developed. Following the perimeter of the park, a loop of about 600 metres can be formed depending on the desired offset from the property line and whether the path is curvilinear or track-shaped. The pathway should facilitate activities such as walking, rollerblading and scootering. It should provide a safe and pleasant space for young children learning to bike and for people using wheelchairs, walkers and strollers etc. Shade trees

should be planted along the extent of the path and benches and/or picnic tables should be provided. In addition to the pathway loop, adult exercise equipment should be incorporated into the park. The selected equipment should be geared towards use by senior residents.

Care must be taken around existing trees during pathway installation, especially on the north side of the park where trees are dense. Existing trees in this area should be retained and protected during construction unless they pose a hazard or are in poor condition.

The Township should consult with the Lancaster long-term care residence to plan a wheelchair accessible route from the residence to the pathway loop.

Recommendations

PT18. Discuss opportunities, demand and options for the Smithfield driveway entrance, and investigate providing a paved driveway if funding opportunities become available.

PT19. Implement naturalized borders and/or naturalized pockets at Smithfield Park.

PT20. Implement the pathway loop and adult exercise equipment at Smithfield Park.

North Lancaster Optimist Park

North Lancaster Optimist Park is an active park located in North Lancaster beside the elementary school and the post office. It serves the community of North Lancaster and is the closest Township park to residents of Glen Nevis. It is the third largest Township park in South Glengarry, after Glen Walter Regional Park and Smithfield Park.

The park features a lit ice rink, change shack, lit ball field, sports field, sand volleyball court, play equipment and passive green space. The ice rink is used for ball hockey in the summer. Tree cover is severely lacking throughout this park. Recent upgrades to this park include new benches, new basketball nets, improved ramp access to the picnic shelter, and paved pathways connecting the picnic shelter and playground. Plans have begun for the removal of the volleyball court, as it is underused. Replacing the playground has been included in the 2022 budget. The 2021 Updated Facilities Implementation Plan list no outstanding accessibility upgrades for this park.

The community has expressed interest in adding a shade structure to the park, and fundraising towards this initiative.

Existing Amenities

1. **Playground:** The playground equipment and surfacing are old and in need of replacement. A new structure has been selected and is scheduled for installation in the fall of 2022. Shade and seating should be prioritized when installing the new playground.
2. **Volleyball Court:** The volleyball court is underused and has become overgrown with grass and weeds. Remove the volleyball court and replace sand surface with topsoil and sod.

Parks & Recreation Master Plan

3. Ball Field: It is identified in the facilities section of the master plan that the Township is oversupplied with ball fields. It is recommended that some ball fields be replaced with amenities better suited to current interests of the community. Should the North Lancaster ball field become underused and overgrown the Township should consider repurposing the space. The possible need to introduce other amenities should be investigated in consultation with the community.

Standard Upgrades

1. Naturalization and Tree Planting: The majority of the park is open lawn which requires extensive lawn maintenance and creates a lack of shade on-site. Introducing naturalized borders or naturalized pockets will reduce maintenance costs in the long term and provide added interest and biodiversity to the park. Extensive tree planting should be implemented in this park.

Both shade tree planting and naturalized tree planting should be implemented. Typically shade tree planting refers to planting large stock deciduous trees, spaced 6-8 meters apart, near amenities such as playgrounds. Naturalized tree planting refers to planting native saplings in groupings among native shrubs and herbaceous vegetation.

Recommendations

- PT21. The North Lancaster Optimist Park playground is scheduled for replacement in fall 2022. Prioritize shade and seating in its installation.
- PT22. Remove the volleyball court at North Lancaster Optimist Park.
- PT23. Consider removing the ball field at North Lancaster Park if it is no longer required, and investigate other potential park amenities in consultation with the community.
- PT24. Work with community to introduce a shade structure, and implement naturalization and tree planting throughout North Lancaster Park.

Green Valley Community Park

Green Valley Community Park is an active park located between the retirement residence (Valley Garden Retirement Center) and the Catholic church (Église catholique Sainte-Marie-de-l'Assomption). It serves the community of Green Valley and is the closest Township park to residents of Glen Norman and Brown House Corner. Along with Paul Rozon Memorial Park it is the smallest of the active parks in the Township. Unlike Paul Rozon, however, it doesn't have the benefit of bordering a high school green space with sports fields.

The park features a lit ice rink, change shack, a combined sports field and ball field, a combined tennis/pickleball/basketball court, fitness equipment, play equipment and passive green space. Washrooms can be accessed in the community hall. Over the last two years the ice rink has not been operational due to a lack of volunteers. Recent upgrades to this park include the addition of an accessible parking spot.

Standard Upgrades:

Community Connections: Circulation between the community and the park is prevented in areas due to a chain-link fence that runs along the western and southern perimeter of the park. The Township should consider eliminating sections of fence and creating secondary entrances to the park from the end of Mackinnon Road and from the back parking lot of the Catholic church. If residents of the retirement centre are interested, a tree lined accessible pathway with benches could be developed to connect the centre to the church through the park. This feature could be further developed to include a loop around the park perimeter.

Existing Amenities

Playground: There is community interest in a new playground. The existing playground is about ten years old. The play equipment is in relatively good condition, but the safety surfacing is sand. Playground upgrades or potentially a new playground should be provided in the long term of this Plan. Ideally the playground should include accessible play features and surfacing, junior and senior play features, shade trees, accessible seating, and an accessible pathway connection to the parking lot. In the meantime, shade trees should be planted along the front sidewalk and along the eastern edge of the park facing the back of the retirement residence. This L-shaped layout of shade trees should be offset from the existing playground, to leave space for playground expansion in the future.

Sports Field and Ball Diamond: The sports field and ball diamond are underused. The Township should consult with the Green Valley community to determine if a different amenity would be better suited to use of this space.

Recommendations

PT25. Provide secondary entrances to Green Valley Park from the church and the end of Mackinnon Road.

PT26. Upgrade the existing playground at Green Valley Park to make it accessible or replace with a new playground in the long term. Consider tree planting around new structure.

PT27. Consult with the Green Valley community to determine if a different amenity would be better used in place of the combined sport field and ball

Jack Danaher Park

Jack Danaher Park is a small active park located in Bainsville. It serves the community of Bainsville and is the closest Township park to residents of Curry Hill.

The park features a lit ice rink, change shack, volleyball court, play equipment and passive green space. Washrooms can be accessed through the community hall. Recent changes to this park include improved wheelchair access to the community hall (ramp installed) and removal of the old play structure.

Existing Amenities:

Ice Rink: Consult with the Bainsville community to determine potential support needed for improvements to support preferred off-season uses (e.g., volleyball).

Playground: Prior to removal, this park had a swing set and a wooden ship themed play structure. This play equipment was removed due to safety concerns including the lack of safety surfacing. A new playground is needed in its place. The new playground should include accessible play features and surfacing, junior and senior play features, shade trees, accessible seating and a pathway connection to the parking lot. Existing trees in this area should be retained and protected during construction unless they pose a hazard or are in poor condition. Consult with the Bainsville community to determine priorities and preferences for the new playground.

Standard Upgrades:

Paved Parking Lot and Pathway Connections: An accessible parking spot should be located near the park building. In addition, accessible pathways should be provided to connect the accessible parking spot, new playground, park building and ice rink entrance. The existing trees along the parking lot should be retained and

protected during parking lot construction unless they pose a hazard or are in poor condition.

Recommendations

PT28. Consult with the Bainsville community to determine preferred off-season uses for the ice rink at Jack Danaher Park. Provide required upgrades.

PT29. Consider parking lot upgrades, accessible parking and providing accessible access to all amenities at Jack Danaher Park through funding opportunities.

PT30. Consult with the Bainsville community to determine priorities and preferences for the new playground at Jack Danaher Park. Complete new playground in the short term of this Plan.

Summerstown Estates Park

Summerstown Estates Park is an undeveloped 3.5 acre parcel located in the Summerstown Estates subdivision. The community of Summerstown does not have a park and the Township wharf property does not have any space for park amenities. Summerstown Estates Park should be developed as an active park to serve the community of Summerstown.

As an active park according to the proposed classification system, potential options for amenities for this park include a junior play area, a senior play area, a shade structure, parking lot, shade trees, passive greenspace, and looped pathway connections.

Further consultation with the community is needed to inform the design of this park.

Recommendation

PT31. Develop Summerstown Estates Park as an active park for the community of Summerstown. Provide opportunities for community consultation from the concept design stage through to detailed design. Consult with the SDG Accessibility Committee and public concerning park accessibility.

6.6.2 Natural or Passive Parks

Bernie McDonnell Park

Bernie McDonnell Park is a passive park with natural features located in the subdivision of Lancaster Heights. It serves Lancaster Heights and is visited by people from throughout the Township due to its unique features and picturesque landscape.

The park features a pond with a small island, a footbridge, a picnic area, mature trees, and some open green space.

Standard Upgrades

Foot Bridge and Entrance Path: As noted in the 2021 Updated Facilities Implementation Plan, the entrance path is to be widened and the foot bridge replaced with a wider bridge by 2024. The upgrades are intended to improve wheelchair accessibility. Before implementing these changes the Township should consult with the SDG Accessibility Committee and public to ensure that these efforts will actually make it feasible for people using wheelchairs to cross the bridge. Along with bridge width, the slope, surfacing, handrails and edge protection need to be designed for accessibility. Space must be provided at either end of the bridge to allow a person using a wheelchair to make a full turn.

Accessible pathways should lead to accessible features. If feasible considering slope and existing trees, an accessible seating area should be provided on the island as a destination for those crossing the bridge.

Pond Vegetation Buffer: A vegetation buffer of a specific width should be developed and maintained along most of the pond perimeter. The function of the buffer is to provide habitat protection and slope stabilization. The Township should consult with the RRCA in determining an appropriate buffer width and native plant species composition. Environmental stewardship groups can be engaged to assist with planting and seeding.

It is important that the mowed grass area of the park doesn't encroach down the bank to the pond. In the first few years when the buffer is becoming established, simple markers such as coloured stakes should be used to indicate the edge of lawn to park maintenance workers. Gaps in the buffer should be provided in areas to allow people to access the water. Areas along the pond where the bank slope is gentle, or where it is rocky are preferred access points.

Recommendations

PT32. Consult with the SDG Accessibility Committee and public concerning the bridge and pathway upgrades. Provide an alternate accessible amenity at Bernie MacDonnell Park should the accessible bridge not be feasible.

PT33. Consult with the RRCA and implement a pond vegetation buffer at Bernie McDonnell Park.

6.6.3 Waterfront Parks and Waterfront Access

Cairnview Park

Cairnview Park is a 4.5-acre undeveloped park located on a peninsula on the Raisin River in the community of South Lancaster. South Lancaster lacks park space and does not have a Township park other than the South Lancaster Wharf. Cairnview Park should be developed as a waterfront park to serve all Township residents with some active park features to serve South Lancaster.

The Township should develop a concept plan for Cairnview Park based on the comments and ideas collected from the online survey and the waterfront focus group. Suggestions from the focus group are for the Township to provide parking, trees for shade, seating, equipment rentals for water activities (e.g., kayaks, canoes, etc.), and washrooms (e.g., eco-friendly washrooms). The online survey collected 150 responses regarding ideas for Cairnview Park. Popular suggestions included: small craft launch and rentals, fishing spots, picnic areas, playground, boat launch, swimming area, natural space and trails.

Recommendation

PT34. Develop Cairnview Park as a waterfront park to serve the Township and community of South Lancaster. Develop a concept plan, or a series of concept plans based on the community consultation. Proceed to detailed design and construction.

Glen Walter Waterfront Park

Glen Walter Waterfront Park is located in Glen Walter on a narrow piece of land between County Road 2 and the St. Lawrence River. It is located next to the Township water treatment plant. Apart from a sign, lawn area and dock, the park is currently undeveloped. As one of the Township's few waterfront parks, it could be used by residents from throughout the Township. As it is along the Great Lakes Waterfront Trail route, the park should be designed as a rest area for cyclists.

Figure 6-9 shows the concept plan for Glen Walter Waterfront Park. The development of the park has been organized in two phases. The following features are proposed for phase one:

- picnic tables (with optional concrete footings)
- benches (with optional concrete footings)
- path/trail (segment one)
- Waterfront Trail signage
- bike racks

These features are proposed for phase two:

- bike repair station
- new shrub planting
- additional bike racks
- Township park signage (as per proposed signage strategy)
- bollards at pathway entry



Figure 6-9: Glen Walter Waterfront Park Concept

Recommendation

PT35. Develop Glen Walter Waterfront Park to serve cyclists using the Waterfront Trail and residents throughout the Township. Provide opportunities for community feedback through the concept refinement and detailed design stage. Consult with the SDG Accessibility Committee and public concerning park accessibility.

Kenneth Barton Senior Park

Kenneth Barton Senior Park is a waterfront park in the community of Martintown. It is located on the Raisin River and, at 4.7 acres, is the largest Township-owned waterfront park.

The park features a dock, small craft launch, pathways, garden beds and passive greenspace. Washrooms can be accessed in the Martintown Community Centre which is located on site.

The dock, small craft launch, pathways and garden beds are new as of 2018. These features were installed based on a concept plan that was developed for the park in 2017. Proposed features shown in the concept plan that are yet to be implemented include:

- wood duck and bluebird nesting boxes
- conifer windbreak
- bocce ball courts
- gazebo
- several benches and picnic tables
- tree and shrub planting

Comments were received about the dock being unfinished and the small craft launch being unsafe and unusable. Improvements/upgrades to these amenities have been completed.

Recommendation

PT36. Continue to implement the concept plan for Kenneth Barton Senior Park.

South Lancaster Wharf

South Lancaster Wharf is a Township-owned wharf in South Lancaster that is well used by residents and tourists. The wharf features docks, a small craft launch and steps into the water for swimmers. The wharf is very popular

in the summer for activities like swimming, fishing, picnics, and watching the sunset. The wharf can become congested, causing conflicts between different uses at the same time. As Cairnview Park is developed, it will provide more space/opportunities for summertime access to waterfront amenities and uses.

The South Lancaster Wharf Committee and the Township have been working together to make this waterfront area more attractive and inviting to the public. The intent is to focus on the south ends of Grace Lane, Cairn View and Calvin Streets, to improve these locations by providing seating. A longer term initiative would be to add interpretive, historic signs at each location to support cultural tourism.

A first step in the initiative to provide seating was to conduct property surveys at the end of each street to confirm municipal ownership of the areas to be improved. These have now been completed and revealed that the lands in question are Crown land owned by the Province of Ontario. The Township, therefore, cannot make any changes to these sites. In view of this finding, Council has moved to investigate the possibility of acquiring these lands from the Crown. If successful in gaining ownership, the enhancements envisioned for these waterfront locations can be pursued.

Recommendation

PT37. Continue to provide portable washrooms, picnic tables and trash cans at South Lancaster Wharf. Consider installing bike racks at or near the wharf, to accommodate cyclists using the Waterfront Trail. If Crown land can be acquired, continue to work with the South Lancaster Wharf Committee to improve recreation related uses in this area of the waterfront.

6.7 Trail Specific Recommendations

6.7.1 Peanut Line Trail Study

The Peanut Line Trail crosses many farm fields along its 40-kilometre extent. In some areas the Trail divides fields where crops on either side are part of the same farm field and the only way to access both sides is to cross the Peanut Line. In these cases there is little to no shelter belt/woody buffer or fencing between the Trail and the fields. Without barriers there have been instances of Trail users on motorized vehicles leaving the Trail, driving onto the adjacent private property and causing damage to private land, including crop damage. This is a trespassing issue for the private property owners. Although organized users/Clubs that use the Trail have notified their members to respect the Trail and adjacent properties, the Trail is open to all patrons as it is public property owned by the Township. Trail permits, therefore, are not required - making it difficult to determine which users are trespassing onto private property from the Peanut Line. As the owner of the Peanut Line, the Township would like to find a solution to ensure users are respecting the trail and adjacent properties.

The Peanut Line is a unique municipal asset and recreation amenity for year-round use by residents and visitors. Landowners, local users, and the Township - along with the area's flora and fauna - are key stakeholders in its future. For this reason, a separate study on the Peanut Line Trail should be conducted to engage landowners and users in the determination of an acceptable, financially viable solution from the perspective of protection and access/use.

While not limited to these possibilities, two potential options to investigate include:

Option 1: Sell affected segments of the Peanut Line to landowners. Access agreements for users to continue to use these portions of the Trail could be made between trail-recreation

clubs and individual landowners. The funds collected from land sales could be put towards improvements to the Peanut Line.

Cons:

- eastern half of the Peanut Line will be fragmented
- loss of a unique recreational amenity to residents and visitors

Option 2: Work with affected landowners to install fencing and gating systems in these areas. For this to be an effective solution the fencing must prevent trespassing by motorized vehicles and also allow farming equipment to cross the Trail and easily access fields at gate points.

Both of these options, and others that emerge, will have different costs and benefits. The Study, therefore, should include developing criteria to be used in evaluating each proposed option to rank their acceptability and arrive at a preferred option. Criteria can address items in the areas of ownership, capital costs, ongoing maintenance costs, impact on flora and fauna, legal agreements, safety, etc. In terms of ownership, for example, if it is important to retain municipal ownership of the entire Trail these criteria would be weighted to place greater value on this objective than on a combination of private/public ownership.

The study should also address design, ongoing maintenance, etc. of the Trail infrastructure, associated amenities, and integrate other relevant initiatives such as branded signage and wayfinding and the Parks and Trails Tree Strategy, and the estimated costs for this work. The use/access options selected through the above-noted consultation will help inform these items.

Recommendation

PT38. Conduct a Peanut Line Trail Study to resolve issues around use, access, trespass through stakeholder consultations, and inform future infrastructure work and estimated costs based on the preferred option and other relevant Township initiatives.

6.7.2 Trails Master Planning

There is considerable opportunity for trail recreation and trail-based tourism in South Glengarry. With the Peanut Line Trail and the South Glengarry segment of the Great Lakes Waterfront Trail combined the Township owns 75-kilometres of recreation trail. These two trails are parallel arteries connecting communities and points of interest from east to west across the Township. By connecting them and investing in trail surface and trail amenity improvements, a trail network could be established with significant appeal for residents and visitors to South Glengarry.

As noted above, a separate study should be conducted for the Peanut Line Trail. The primary focus of trails master planning in South Glengarry should be the strategic development of the trail network as whole across the entire Township. This could include improvements, signage, and connections to encourage active transportation.

Objectives may include:

- Improve connectivity between the two arterial trails as well as settlement areas, and key points of interest including parks, natural areas, agri-tourism attractions, and heritage sites.
- Improve cyclist user experience along the waterfront trail and identify areas where the trail could be moved offroad. Consider route alternatives along the service route trail segment between Lancaster and Curry Hill.
- Identify trail segments to be developed as “family oriented”. These should be loops or sections of trail for active trail recreation that are safe, fun, and accessible for families. Ideally these segments should be paved, off-road and multi-use.
- Prioritize the development of certain trail amenities offerings such as trailheads, route signage, interpretive signage, washrooms,

bike racks, repair stations, water stations, warming huts and rest areas.

- Determine acceptable 'quiet time' hours for use of trails, both for residents and wildlife living in the vicinity of these assets, and implement signage to convey this message and hours-of-use.

The Township is interested in preparing an Active Transportation Master Plan, the scope of which should include the trails-related recommendations in the Parks and Recreation Master Plan.

Recommendation

PT39. In preparing a South Glengarry Active Transportation Plan, coordinate scope with with relevant studies recommended in the Parks and Recreation Master Plan (i.e., the Peanut Line Study and other trail connections and Waterfront Trail improvements).



7.0 Service Delivery

7.1 Introduction

The foregoing sections of the Plan addressed needs and opportunities to further develop services in the areas of program, activities and events, facilities, and parks and trails. This section deals with potential improvements to the ways in which these services are delivered to the community, with the overarching goal of making better use of all available resources in providing the best possible parks and recreation system for the South Glengarry community. The discussion is presented under the following main headings:

- overview of the service delivery system
- contextual factors
- delivery system needs assessment

7.2 Overview of the Service Delivery Structure

7.2.1 Municipal Organization

As noted in Section 4.0, the Township of South Glengarry functions as a facilitator in providing recreation services. Its role focuses on providing and maintaining parks, trails, and facilities to support community-based programs, self-directed activities and events. Enabling and helping others to deliver their services with municipal support makes the Township an indirect program provider. This role is carried out by the staff positions outlined in Figure 7-1.

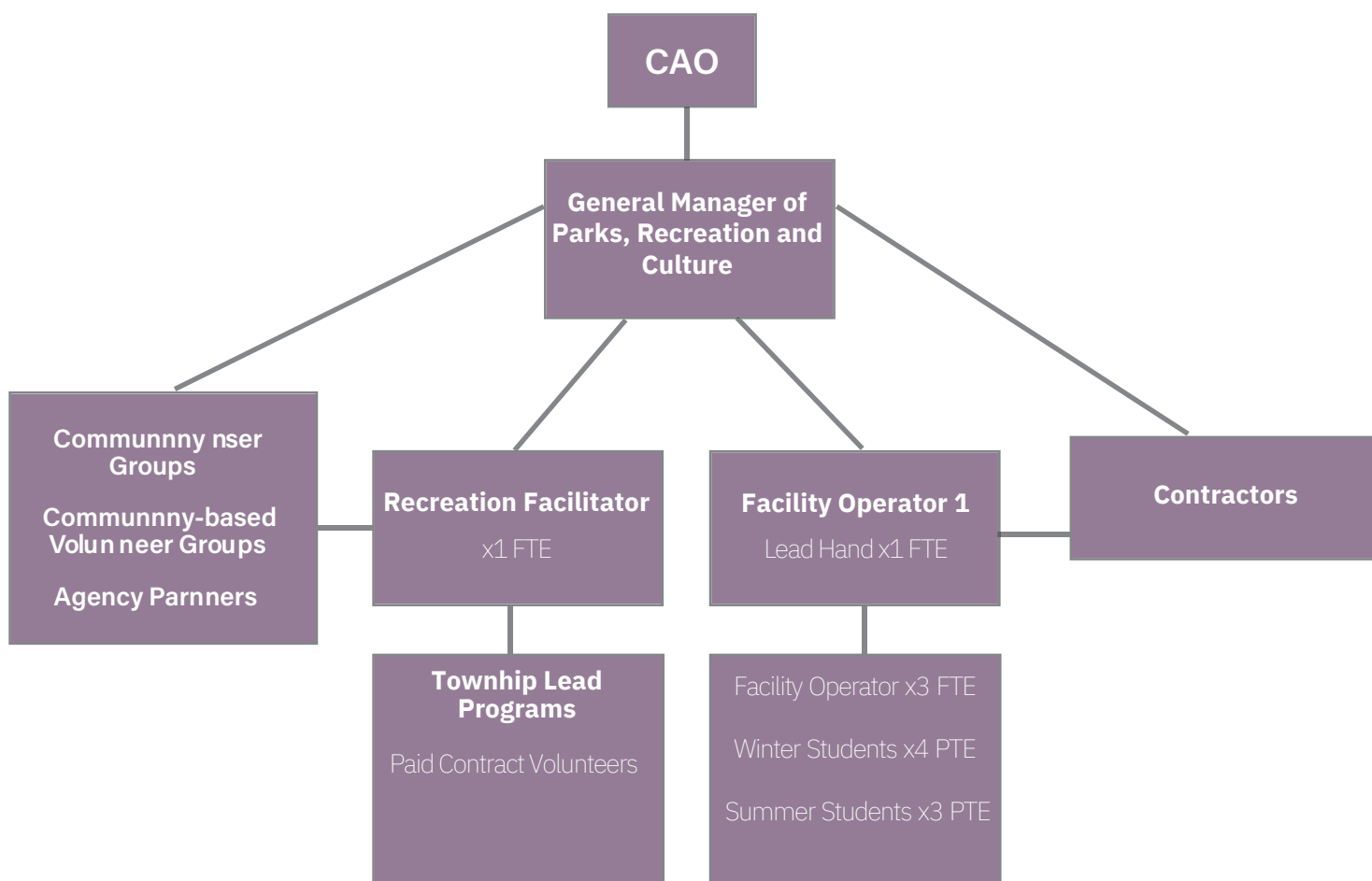


Figure 7-1: Structure of the Township's Parks, Recreation & Culture Department

The municipal structure for service delivery includes a number of committees of Council and boards, to which representatives are appointed by Township Council. Those that are most relevant to parks, recreation and culture services are noted below:

- The Accessibility Advisory Committee of the United Counties of Stormont, Dundas and Glengarry is a statutory body, for which the Township designates a representative.
- Standing committees include the Heritage Advisory Committee, the Environment Committee, and the Connectivity Committee.
- Joint committees/boards include the Glengarry Nor'Westers and Loyalist Museum, and the Raisin Region Conservation Authority.

7.2.2 Non-Municipal Service Providers

Municipalities that operate as facilitators or indirect providers rely on many different non-municipal organizations that provide a diverse range of services to their communities. Providers range from local volunteer groups to other formal agencies and organizations.

In South Glengarry, many community volunteer committees/associations contribute to parks and recreation services throughout the Township, a number of which are focused on a specific community, facility or park. Their involvement covers various areas including programming, fundraising, using facilities and parks, preservation work, etc. These groups include:

- Bainsville Recreation Committee
- Glen Walter Parks and Recreation Committee
- Lancaster Optimist Club
- Friends of the South Lancaster Wharf
- Glengarry Celtic Music Hall of Fame
- North Lancaster Optimist Club

- Williamstown Green Thumb Horticultural Society
- Martintown Horticultural Society
- Martintown Cenotaph Committee
- Lancaster Cenotaph Committee
- Williamstown Cenotaph Committee
- Martintown Mill Preservation Society
- Martintown and District Goodtimers Association
- Glengarry Nor'Westers & Loyalist Museum members
- Green Valley Knights of Columbus
- Lancaster Legion Branch 544

Non-municipal organizations that operate their own facilities/sites/programs and provide services to the community include the Williamstown Fair Board (St. Lawrence Valley Agricultural Society), Summerstown Trails, Sir John Johnson Manor House Committee, Glengarry Fencibles Trust, and Friends of the Ruins of St. Raphael.

There are also a number of formal agencies and organizations that provide services locally. The SDG Library Board is responsible for library services in the Township through branches in Lancaster and Williamstown, and an express depot in Glen Walter. The Glengarry Inter-Agency Group (GIAG) delivers an Early Years program. The Boys and Girls Club of Cornwall SDG operates Summer day and March Break camp programs in South Glengarry, and the Seaway Valley Community Health Centre provides programs for seniors. The Raisin Region Conservation Authority holdings in the Township provide additional resources for nature-based recreation.



7.3 Contextual Factors

7.3.1 Strong Volunteer Base

Unlike many communities that struggle to recruit and maintain volunteers for parks and recreation work, South Glengarry has a strong base of highly engaged volunteers. Volunteerism is a long standing tradition in the community, possibly due to its rural agricultural roots. Volunteer involvement covers a wide range of activities including fundraising for specific projects, running organized programs, activities, and events, participating in boards and committees, beautification initiatives, etc. In addition to involvement in the more ‘traditional’ areas of recreation, the range of interests, skills and volunteer commitment in the community is demonstrated in relatively highly developed heritage and seniors’ services.

7.3.2 Decentralized Service Delivery

As noted in foregoing sections, the Township comprises a large number of small communities, and almost all have a park and/or community building that functions as a focal point for local recreation. Many also have a strong history of volunteer involvement in both the provision and operation of these facilities and spaces.

As the owner of these assets, the Township is responsible for ensuring they meet legislated standards for public buildings and spaces. In addition to conducting required capital and maintenance functions associated with this role, staff also provide considerable day-to-day support to some of the groups that use these spaces (e.g., equipment set-up/take-down, clean-up, etc.). The Township owns a number of buildings that are not part of the inventory of recreation assets but for which Parks,

Recreation and Culture is also responsible in terms of day-to-day upkeep and maintenance.

Over the years, the combination of volunteer and staff involvement in providing services over a large geographic area has resulted in levels of support that vary widely across the community. Since these relationships have evolved organically, they involve various levels of interaction between volunteers and the Township, ranging from minimal to extensive. The groups consulted in preparing the Master Plan expressed strong praise for the support they receive from Township staff and suggested more staff is needed to reduce pressure on the individuals who are currently delivering high levels of support.

As noted above, current department staffing totals six (6) full-time employees and three (3) or four (4) part-time workers - depending on the season - who are responsible for 9 indoor facilities (including the Lan-Char Centre and the Lancaster Legion), 18 parks, the Peanut Line Trail, and school sports field maintenance. This includes the recent assumption of responsibility for programming two community facilities at which volunteers are no longer involved. The Master Plan also anticipates the development of two new parks - one in South Lancaster on the Raisin River, and one in Summerstown Estates. At the same time, a part-time program coordinator position was discontinued in 2021.

7.3.3 Collaborations

All of the organizations noted in 7.2.2 work with the Township in service provision, although the nature of these collaborations vary. Working relationships with organizations that use or support Township-owned facilities, parks and trails spaces largely regular and ongoing. Collaborations with organizations that own and operate assets that contribute to the community-wide recreation system are more likely to be initiative-specific requests for Township support. As noted above, these types of organizations (e.g., Glengarry Fencibles Trust,

Williamstown Fair Board, and Sir John Johnson Manor House Committee) are independent of the municipality.

In addition to these singular and ongoing collaborations, a five-year agreement with the Upper Canada District School Board (March 1, 2018 to February 23, 2023) outlines the terms and conditions for the Township's priority access to 3 sports fields at Char-Lan District High School and 3 sports fields at Williamstown Public School. It specifies costs, capital and maintenance responsibilities, and liabilities that the Township agrees to assume in exchange for guaranteed hours of use for community programs outside academic hours. From a policy perspective, the Township has also worked with the Eastern Ontario Health Unit to develop its Active Living Charter (see Appendix A).

When both community-based volunteer groups, other public, and external not-for-profit organizations are considered, the Township and these parties have considerable experience in building and maintaining collaborative relationships. This allows the municipality to bring programs to the community that might not be available otherwise, and to access the resources/support of other organizations in strengthening its position in its role in providing parks and recreation services.

7.3.4 Summary

South Glengarry is fortunate to have both a strong, engaged volunteer base and good working relationships between the Township and non-municipal service providers including community-based volunteer groups, other public agencies and formal not-for-profit organizations. These factors combine to provide a well-developed, diverse parks and recreation system that contributes to both individual and community well being.

Township staff are responsible for providing services to a decentralized parks and recreation system, including asset management and support to those who use these for their programs and activities. While this is the appropriate role for the municipality in indirect service provision, the number of staff available to maintain relatively high levels of service is limited and creates difficulties in keeping pace with demand and optimizing the use of staff time.

7.4 Delivery System Needs Assessment

7.4.1 Community Interest

Community Support for Service Development

Table 7-1 shows responses to the surveys on willingness to support recreation service development through a variety of methods.

Table 7-1: Resident Household Support for Service Development

		Random Survey (200 respondents)	Online Survey (200 respondents)
paying	paying more fees to use services	36%	35%
	accepting an increase in property taxes	6%	26%
volunteering	volunteering to work to source private sector grants/donors/sponsors	9%	17%
	volunteering to help run programs/activities	9%	29%
	joining a volunteer stewardship group (e.g., Friends of 'X' Park)	26%	30%
	organizing/assisting with local fundraising events	10%	38%
donating	donating an amenity for a park (e.g., bench, tree, picnic table)	30%	27%
	donating money to a capital campaign	21%	30%

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Both resident household surveys revealed a relatively positive response to a number of suggestions on ways to support future service development, including paying more fees to use services, donating an amenity for a park, joining a volunteer stewardship group, and/or donating to a capital campaign. Online survey respondents were noticeably more likely to consider a property tax increase, volunteering to help run a program, and/or organizing/assisting with local fundraising events.

Collectively, there is solid community willingness to contribute to service development, and this is likely a reflection of past involvement in parks and recreation related projects - particularly among online survey respondents who are more likely to be service users.

As shown in Table 7-2, user groups most often reported disagreement with paying higher fees, although a comparable number were uncertain in this regard. Groups responded most positively to the helping with fundraising for facility development, and least positively to contributing to the capital costs of these.

Table 7-2: User Group Level of Agreement with Options to Supporting Service Development

	Agree	Disagree	Uncertain	Total
Our organization would start paying/ would pay higher user fees to improve the quality of recreation facilities we use	15.4% 2 groups	46.2% 6 groups	38.5% 5 groups	13 groups
Our organization would contribute to the capital costs of developing new facilities for our use	15.4% 2 groups	61.5% 8 groups	23.1% 3 groups	13 groups
Our organization would help with fundraising activities for facility development	61.5% 8 groups	15.4% 2 groups	23.1% 3 groups	13 groups

Township Support for Service Development

Among six respondents to the user group survey, a majority (66.7% or four organizations) indicated the Township could better assist them with communicating with the municipality, and with marketing and promotion (Table 7-3).

Table 7-3: User Group Interest in Additional Township Support

Areas of Interest for Support	% (#) of Groups
marketing and promotion	67% (4)
communicating with the municipality	67% (4)
assistance with funding applications	50% (3)
volunteer recruitment	33% (2)
better facility scheduling	33% (2)
facilitating partnerships among service providers	33% (2)
insurance (securing, cost, etc.)	17% (1)
fundraising	17% (1)
other	17% (1)
volunteer training	0
volunteer recognition	0

While the focus group participants were very complimentary about staff responsiveness to their needs, the practical help they provide, and good working relationships, the following points were reported areas of need:

- more staff should be hired to lessen workload on existing employees and better distribute tasks in supporting the day-to-day needs of groups using Township facilities
- assistance with grant applications and equipment storage
- considering the potential for local volunteer groups to meet program needs before engaging outside organizations
- facilitating inter-group, mutually beneficial working relationships
- investigating ways to access in-kind building services (e.g., trades, construction, etc.)
- more expeditious implementation of group-supported initiatives
- completing needed upgrades to facilities used

7.4.2 Municipal Structure and Capacity

Operations Review

Although the Master Plan's scope does not include a detailed operational review, the contextual factors discussed above indicate the need to look at ways to streamline the day-to-day aspects of delivering services to facilities, parks and users. Although hiring additional staff to redistribute the workload was a suggestion from the community, it is not necessarily the first step to finding a viable solution.

Identifying areas in which staff workload can be rationalized will be based on how time is currently being spent. Facility Operator time sheets currently track hours by facility category, which provides detail as to how much staff time is spent at each facility. The Township has financial accounts outlined for most parks, facilities, etc., which allows staff time to be coded to these sites. This practice should be continued as it can help identify the actual/relative extent of staff time spent on building/park maintenance. The resulting levels of service by location - ranging from low to high - can be aligned with the recommended parks classification system. Tracking can also help identify possible areas for increased efficiencies in the use of staff time (e.g., eliminating repetitive tasks or trips and duplications of effort, opportunities to combine tasks, etc.).

The Township's recreation management software will facilitate collecting the information needed to align services with priorities and available staff. The operations review, however, is something that is best conducted in the short-term to help establish directions early in Master Plan. Given its priority, scope and no in-house capacity to do the work, a qualified consultant should be hired to conduct the review. The tracked time sheet information noted above can be provided to the consultant as part of the data base for this work.

Part of the operations review should include consideration of the current arrangement with the Junior B Rebels for operating the Tartan Hall bar. Township staff are responsible for stocking the bar, and this expense - including staff time - is deducted from the amount the Junior B Rebels receive as profit. This task, however, detracts from the core program and administrative responsibilities of the position to which it is assigned. Further, there is no formal mechanism for tracking staff time spent on replenishing bar stock, meaning there is no guarantee that the deduction from profits is a true reflection of this expense. Transferring the responsibility for the bar to the Rebels would incur an annual insurance expense for the Rebels to assume the liquor license. At the same time, the Rebels could operate the bar during rentals to raise funds. Tracking the time for staff to do this work in the short-term would provide a clearer picture of the actual cost to the Township for this service, and be considered as a factor in the potential for the municipality to cover - or at least contribute a portion to - the cost to transfer the license to Junior B.

If the Township opts not to transfer the license to the Junior B Rebels, a Management Agreement between the Township and the Rebels is recommended. This agreement would stipulate that the bar is the responsibility of the Rebels for their game days, tournaments, etc., which would include stocking the bar, and the Township would continue to hold the license. The Rebels would still need to purchase the proper insurance coverage for their uses. Neighbouring municipalities have entered into these types of agreements. In addition, the Township should consider engaging locally-based, insured organizations and licensed caterers to operate the bar for private and/or community events at Tartan Hall to alleviate staff time spent operating the bar.

All services for parks and facilities for which Parks, Recreation and Culture is responsible should be included in the review to ensure a complete picture of task/time allocation by

location and type of work. As noted above, this review should be conducted in the immediate future to provide the data needed to evaluate and make necessary adjustments to the Township's approach to the day-to-day operations. Criteria to evaluate the findings should be identified in advance of data collection so that the information collected will be directly applicable to the answers being sought. If, for example, there needs to be a differentiation made between 'core' and 'non-core' services, what these comprise would need to be defined in advance of the review so that task/time allocations can be categorized accordingly.

The findings of the review should be used to identify opportunities to consolidate needed services and possibly discontinue those that are redundant, non-essential or could be part of rental/use agreements with park/facility users.

Recommendations

- SD1: Hire a qualified consultant to conduct a department operations review to identify opportunities to streamline work related to the day-to-day aspects of delivering services to facilities, parks and users.
- SD2: Use new recreation management software to collect a comprehensive data base for services planning and operations.

Fees and Revenue Generation

Increasing Fees for Use of Recreation Facilities

A 2020 staff report to Council (S.R. No. 08-2020) recommended incremental increases to 2025 in facility rental fees for Char-Lan Recreation Centre, Martintown Community Centre, and Paul Rozon Community Centre to bolster cost recovery over time. Council did not approve the proposed by-law. While the Master Plan survey results did not reveal majority support for higher fees, respondents clearly favoured this approach over property tax increases, and service development will need to be financed - at least to some degree - from these sources. In consultation with the community, Council should reconsider this approach to revenue generation.

Advertising Revenues

The current arrangement with the Junior B Rebels directs profits from rink board advertisements to the Club. The Club manages the advertisement program and collects all profits.

Other arenas user groups are requesting shares of advertising revenues to sustain their programs. Council is interested in the Township taking more ownership of the advertisements in the arena by obtaining proper agreements with those obtaining ads in the facility. Municipalities in the immediate vicinity - South Dundas, South Stormont, North Dundas, North Glengarry - solicit advertisements for their boards and retain all revenues.

Council has directed staff to prepare agreements for the major organized users of the arena ice - Junior B Rebels, the Char-Lan Minor Hockey Association, Char-Lan Skating Club - to allow each group to sell allocated locations (i.e., rink boards, ice logos and ice resurfacers) for advertising and to retain the profits from their respective allocations.

Commemorative Tree and Bench Program

These types of programs are designed to encourage citizens to commemorate people or events through donations that 'purchase' parks-based amenities, some of which are eligible for charitable tax receipts. A sample of municipal programs reveals some that encompass a potentially broader scope for community support, while others are more specific. The City of Greater Sudbury's Parks Services Donation and Memorial Program allows the public to "make donations to commemorate a special person, a momentous occasion or simply donate as a philanthropic gesture to beautify a community park. Donations

towards the purchase of park enhancements or memorial gifts can include park benches, trees (hardwood and conifers), bike racks, picnic tables, sun shelters, sports equipment (basketball standards, tennis nets, soccer goals, etc.), playground structures, other options to be discussed with Parks Services."¹ The policy also notes that donations for parks are guided by site-specific plans.

Strathcona County's (Alberta) Parkland Memorial Program notes:

"The Parkland Memorial Program provides individuals, groups and organizations with the opportunity to beautify Parkland in Strathcona County by planting trees or installing Parkland Amenities in remembrance, observance or acknowledgment of an appropriate event, occasion or individual. Approval of applications will be based on aesthetic considerations, improvements to the level of service to our Parkland users and with the intention of facilitating planned development in our Parkland. "Amenity" means any bench, table, park furnishing or other structure or development that increases the physical or material comfort of the park. It may include a memorial plaque."²

Donation Programs

A general donation program could be considered to support recreation services, although it would likely need to include other areas to which residents could donate. The City of Toronto includes an opportunity to donate to specific service areas in its tax mailouts. This Voluntary Contribution program notes, "You can make a voluntary contribution (donation) to support a variety of City programs and services that matter to you. You can make a donation in any amount from \$1 up to \$50,000 [which

1 Source: <https://agendasonline.greatersudbury.ca/?pg=feed&action=file&attachment=5992.pdf>

2 Source: <https://www.strathcona.ca/community-families/community-programs/parkland-memorial-program/>

include]: children; youth and parenting; history art, and culture; parks, gardens and beaches.”³

These are only four of 12 categories listed on the insert, including general revenues. Potential categories for the Township of South Glengarry could include recreation services in general or be refined to allow contributions to be directed to specific facility improvement projects or program areas.

Last Minute Ice Program

Last Minute Ice rentals can help generate revenue to offset arena operating costs. The City of Owen Sound⁴ lists these parameters for its program:

- Last minute ice is considered within 24 hours of the time of booking
- Will not apply to statutory holidays unless the facility is scheduled to be open
- Is not and cannot be used to replace regular bookings
- Regular bookings cannot be cancelled to book Last Minute Ice. All requirements of the City’s Ice Allocation Policy will apply (e.g., conditions of use, insurance)
- A rental contract provided by the City must be signed and proof of insurance must be provided prior to use
- Bookings are final and are non-refundable
- Bookings are for minimum of one hour
- One hour rental is equivalent to 50 minutes of ice time and 10 minutes for ice resurfacing
- City reserves the right to limit last minute ice bookings where it is considered to be used for profit or gain or is being abused to replace or in the place of a regular ice booking
- Is booked on a first come, first serve basis

- City reserves the right to cancel or amend the implementation of last-minute ice at any time at its discretion

Recommendations

- SD3: Finalize agreements with Junior B Rebels, Char-Lan Minor Hockey Association and Char-Lan Skating Club on respective allocations of locations for arena advertising and retention of revenues generated.
- SD4: In consultation with the community, reconsider incremental user fees to help finance parks and recreation services.
- SD5: Develop programs related to revenue generation to help finance parks and recreation services.

3 Source: <https://www.toronto.ca/services-payments/property-taxes-utilities/property-tax/voluntary-contributionoption/>

4 Source: <https://www.owensound.ca/en/exploring/ice-rental.aspx>

Policies and Agreements

Policies

The Township has an Ice Allocation Policy (March 2016) and a Municipal Donations and Grants Policy (2017), both of which appear to be working well with respect to intended objectives.

Typically, policies are reviewed periodically (e.g., every five years) to ensure they are current and working as intended. The Donations and Grants Policy is reviewed every five years, and will be addressed in 2022. The Ice Allocation policy indicates that it will be reviewed annually. At the time of review, the word ‘policy’ could be removed from this statement since the policy itself is not being reviewed - only the ice allocation for the year.

New areas of policy that should be considered focus on community group volunteer support for ongoing programs/activities and events.

Community Group Affiliation Policy

Although only six groups that participated in the Master Plan survey expressed interest in additional assistance from the Township, there are many that did not respond to the survey. The Township is also interested in solidifying its support to the community volunteer sector. In view of this, and anticipating more community-based programming, the Township should consider developing a policy aimed at equity and consistency in municipal assistance provided to volunteer groups and promote awareness of the help that is available. A Community Group Affiliation Policy describes the services available from the municipality to registered community groups in providing their program and services.

Although not-for-profit community groups or organizations must be registered to receive municipal assistance, registration does not guarantee support. A standard, typically annual,

registration/application process for eligible groups interested in municipal assistance “affiliates” them with the municipality and establishes a formal, consistent process for reviewing requests and monitoring policy effectiveness. Municipal staff review the applications and make recommendations to Council for approval. The support provided is typically in-kind, with major funding provided through a separate policy or policies (i.e., Municipal Donations and Grants). The extent of services available to affiliated groups depends on the capacity of the municipality to provide them.

The policy specifies criteria for affiliation and the services available to affiliated groups. Requirements for affiliation include items such as delivering programs and services that align with municipal goals/objectives in, for example, in the Parks and Recreation Master Plan; being an incorporated not-for-profit group operated by a volunteer board or executive committee; ensuring membership/participation in the group is available to all residents in the community; meeting criteria to measure the merit of the group’s programs/services (e.g., does not duplicate existing programs/services, fosters physical activity/healthy lifestyles, etc.); like the Grants and Donations policy, the group’s primary focus is in South Glengarry.

While several of the benefits to be considered are already available to local volunteer groups in South Glengarry, it may be useful to bring these - and others identified through consultation - into a single policy. It can be used to provide clarity and consistency in terms of the range of support services available to volunteer groups and what they must do to be eligible to be, and remain, affiliated. Benefits to affiliated groups might include:

- facilities and equipment: free or proportionate discounted fees for use of facilities, spaces, equipment
- marketing and promotion: distribution of approved promotional materials at municipal

facilities and assistance with contacts for the local media; free listing in the Community Guide

- grants and insurance: assistance from municipality in securing liability insurance, sourcing potential grants, and/or completing applications for non-municipal grant programs (e.g., Ontario Trillium Foundation, private sector, etc.)
- volunteer recruitment: posting volunteer needs for upcoming program season on the Township's website
- leadership training and development: course rebates for community volunteer development to a maximum amount/person/course (e.g., \$50/year) to a maximum amount per group/organization (e.g., \$200/year), provided the course is a core component of the organization/group's mandate, with priority being given to certain courses

The policy can also be structured to simplify its application over time. Specifying support in terms of, for example, percentage discounts on facility rentals, can help simplify fee schedules that change on a regular basis. The manner in which support is provided can also vary. While not precluding assistance to individual groups when needed, support in some areas can be collective. Assistance with accessing external funding, for example, can include group training sessions on writing grant applications.

Event Policy

There are a number of events held in South Glengarry each year - both Township and volunteer run. The Township does not have a municipal policy framework, administrative policies, or procedures on planning and delivering community events. There is also no policy framework articulating the municipality's services available to support volunteer-based events.

Given these considerations, a systematic approach to event planning and delivery would

be effective in ensuring the optimal delivery of municipal events as well as events delivered by community groups. Municipal policies and procedures addressing events serve to provide consistency in the planning and delivery of events and festivals held on municipal property, as well as those held on non-municipal properties that could impact municipal services. Establishing a municipal event policy serves to:

- articulate the Township's role in the planning and delivery of events and festivals;
- provide consistency to the public and community organizations regarding municipal supports and services such as in-kind staffing, municipal services provision, cost recovery, and financial contributions to community groups;
- support inter-departmental teamwork and clarify roles and responsibilities for municipal staff and volunteers to support event planning, promotion, attendance, and management (inter-departmental teams may include Parks, Recreation and Culture, Clerk's Office, Fire Services, Emergency Services, etc.); and
- address cost recovery for municipal services from event services (waste management, EMS, traffic management, labour, and repairs).

Staff Support and Administrative Procedures

A policy can establish clarity on the roles and responsibilities of both Township staff and community groups in delivering events including dedicated resources provided through in-kind staff contributions to support event delivery.

Municipalities generally provide support in facilitating event applications, permits, and coordination of municipal services through an events team. Internal policies/procedures should also be established to identify municipal staff contribution by department.

Parks & Recreation Master Plan

Financial Support

An events policy can establish the municipality's position in providing financial support for qualified events. This can include fee waivers, cash grants or in-kind services. The fee waiver or cash grant is often tied to the cost of municipal services required to stage the event. The existing community grant program could be used to provide financial support for events or a separate budget could be set up for this type of funding.

Cost Recovery

A cost recovery framework serves to address recovery of municipal services from event services (waste management, EMS, traffic management, labour, and repairs), which may be constrained to support an increase in community events and festivals.

Policies and procedures vary and can be directed internally to clarifying municipal staff supports and inter-departmental collaboration and establishing cost recovery approaches or externally to organizations on guidelines and fees, adherence to municipal by-laws, and impacts on municipal service requirements. As an example, North Grenville's Festivals & Special Events Policy and Procedures includes a detailed policy with forms, procedures and guidelines for delivering events.

As noted above, there may be merit to separating community-serving events from those designed to attract visitors to the Township, to ensure that the municipality's contributions are in line with its capacity and the anticipated 'return on investment. The following criteria are suggested for determining an event's designation as visitor attractive. The event:

- must be open to the public and is expected to bring a substantial number of people into the community, and
- is expected to create a positive economic development impact for the community, and

- is expected to promote the area regionally, provincially, nationally or internationally.

The components of an events policy should include:

- an internal team of event management staff from various departments;
- an outline of the responsibilities of municipal team departments and event organizers;
- the support available by type of event (e.g., community or visitor-attractive) such as use of municipal supplies such as portable event fencing, trash cans, etc.; delivery and pick up of municipal equipment; assistance with developing a marketing/advertising plan, economic impact survey and analysis for visitor focused events;
- a process for event organizers to apply for funds or in-kind supports;
- a manual that includes standard forms and procedures, which may include guidelines for event organizers, event operations, vendor agreements, emergency procedures and volunteer registration;
- as required, approaches to transportation/traffic management plans to improve access to and from event sites.

Recommendations

- SD6: Review and update existing policies including Grants and Donations, and Ice Allocation.
- SD7: Develop a Community Group Affiliation Policy, based on the results of consultation with volunteer recreation groups to confirm the type and extent of required assistance to sustain/ grow their programs/ events, and the Township's capacity to provide it.
- SD8: Develop an Event Policy to guide Township support for, and organizer management of, community-oriented and visitor-attractive events.

Agreements

Leases

There are two Township-owned buildings that are not used for municipal purposes and which Parks, Recreation and Culture maintain: the Lancaster Legion Hall and the Lan-Char Centre. Both buildings are leased, and the Township is the landlord to non-municipal users. These arrangements should be reviewed to consider the potential to transfer ownership of these properties to the tenants or another party. While municipal responsibility of these buildings subsidizes users - some of which are not-for-profit organizations - there are outstanding capital investment needs for properties that are used for Township purposes, and limited funds to do the work. To the extent possible, therefore, Township assets should be confined to those that serve its mandate. If transferring ownership of these properties is not feasible, the agreements should be reviewed with the intent to reallocate costs between the municipality and the tenants in a more equitable arrangement.

Facility and Park Rentals

Facility rental agreements cover single uses of Township facilities such as Tartan Hall and Martintown Community Centre and park facilities and spaces. While it is reasonable to allocate staff time to support the use of these facilities for large events, for smaller halls/ buildings and small events/programs in larger spaces, these agreements should include terms that require users be responsible for set-up and clean-up. Alternatively, renters could pay a fee for this work to be done by staff. The rental agreement could be accompanied by a list of tasks to be covered by staff and those for which the renter is responsible.

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Agreements with User Groups

The Township should consider developing more clarity around its relationship with municipal facility-based users/operators. These are formally constituted groups/organizations that operate out of Township facilities, for which the municipality is responsible for capital/operating costs and day-to-day operations. The organizations program the facilities/associated parks/grounds for use by the community-at-large (may include visitors to the Township), and/or identifiable population groups (e.g., seniors, youth, etc.). There are five, as outlined in Table 7-4.

Table 7-4: Facility-based Organizations - Users/Operators

Organization	Services/Relationship to the Municipality
Glengarry Nor'Westers & Loyalist Museum	<ul style="list-style-type: none"> • delivers history/heritage themed programs to community, schools and visitors • Township responsible for major facility maintenance/upgrades
Glengarry Celtic Music Hall of Fame	<ul style="list-style-type: none"> • delivers heritage themed programs to community and visitors, takes programs on the road • Township responsible for major facility maintenance/upgrades
Martintown Goodtimers Association	<ul style="list-style-type: none"> • based in Martintown Community Centre Hall • focus is seniors; delivers older adult/seniors' programs/activities • operates as a seniors' centre • staff is regularly involved in day-to-day operations
Lancaster Optimist Club	<ul style="list-style-type: none"> • based in Smithfield Park building • focus is youth • limited Township involvement
Bainsville Recreation Committee	<ul style="list-style-type: none"> • based in Jack Danaher Hall • focus is local community • limited Township involvement

For both liability and accountability reasons, both the municipality and users should be aware of how facilities are being used and the requirements/costs to ensure they are safe for public use. For each Township-owned facility that is used as the base of operations by a primary user group, there should be an agreement in place that - in all cases - covers the basic legal terms of a short-term rental with respect to the obligations of each party. The rent amount can be nominal (e.g., \$1.00), and beyond the basic requirements, can vary by agreement. Basics include such items as liability/indemnity/insurance, responsibility for capital repairs and maintenance and associated costs, rental rates, permitted uses and required permits, safety, etc. For financial reporting and planning purposes, records of expenditures and anticipated major budget items should be submitted each year to the municipality.

Some groups are interested in autonomy in certain areas of operation, while others require more Township support. Beyond the legal and reporting requirements, therefore, individual agreements can include items specific to the use/user of the facility to accommodate the various needs/interests of the group such as day-to-day operational support, responsibility for scheduling, use of outdoor facilities on the site, program planning and delivery, etc.

The essential purpose of these agreements is to provide the Township - as the owner - with the minimum it needs to limit exposure while, at the same time, strengthen working relationships with the organizations in ways that are financially accountable and administratively supportive of their efforts to operate their own programs/activities.

The municipality is interested in balancing needed Township functions with the understanding that volunteers are to be supported and encouraged to continue their essential work in ensuring a high-quality parks and recreation system. To this end, the Township should provide the organizations

with any assistance required to set up new procedures to meet the above parameters. All agreements would be in place for the duration of the use period - typically a year - and could also include an automatic renewal clause subject to conditions under which the agreement can be terminated before the end of the rental period. The foregoing discussion above addresses policy in support of all volunteer organizations.

Formal agreements are not required with all groups, depending on their relationship to the Township and the services they provide. In some instances, it is more beneficial to identify municipal support through procedures or policy, as described above. There are two other general categories of groups in South Glengarry, each of which is discussed below.

Non-facility based formally constituted organizations provide services to the community at various locations. They neither own nor operate facilities. There are two, which are described in Table 7-5.

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Table 7-5: Non-facility Based Organizations

Organization	Services/Relationship to the Municipality
Williamstown Horticultural Society	<ul style="list-style-type: none"> Williamstown Green Thumb Horticultural Society is dedicated to providing education and beautification through horticultural to our local community Township staff involved in support to provide/maintain beautification initiatives (e.g., planting trees, meeting set ups, watering annuals, removing flower boxes, etc.)
Martintown Horticultural Society	<p>focuses on:</p> <ul style="list-style-type: none"> erecting/maintaining planters comprising variety of annuals throughout Martintown, planting/maintaining beds at Community Centre; providing bursaries to high school students to further their education in horticulture or agriculture; monthly meetings for members, guests at Martintown Community Centre Township staff involved in support to provide/maintain beautification initiatives (e.g., planting trees, meeting set ups, flower bed rehabilitation and maintenance, removing flower boxes, etc.)

With respect to Township support for/assistance with horticultural beautification projects, there are three primary tasks: planting pots and/or garden beds at the beginning of the season, removing plants/pots and cleaning beds at the end of the season, and maintaining and/or rehabilitating certain flower beds.

In addition to the horticultural items listed above, the Township also installs and maintains the flower boxes in the village of Lancaster. This takes a considerable amount of staff time (approximately 2 to 3 hours, 3 days per week) to maintain. The flower boxes were installed through a street beautification grant and the Parks, Recreation and Culture department is now responsible to maintain them. Although the existing boxes have a water retaining system in the bottom to help eliminate daily watering, part time staff are still required to water up to three times a week depending on weather. Ideally, a local volunteer group should be established to take responsibility for horticultural beautification projects in Lancaster.

The Township should also consult with the Martintown Horticultural Society to consider using the Society's bursary funds to hire a summer student who is bound for university/college horticulture or agriculture studies to manage their spring/summer beautification projects. Part of the position's responsibilities could be to research and propose innovations in horticulture, including initiatives to reduce both water consumption and labour related to watering (e.g., using drought tolerant plant material; limiting use of annuals, etc).

Staff time committed to these tasks would be tracked as part of the operations review discussed above with the intent to determine ways to possibly improve efficiency.

Single facility/purpose, formally constituted volunteer organizations work to improve/maintain/program a municipal park, space or amenity within the Township or a built heritage resource. The heritage-focused organizations are also involved in related programming at

these sites. Due to each group's focus on a specific location or building, their needs and interests can vary considerably. At the same time, there are common areas of interest that could benefit from Township support, as discussed in above under Community Group Affiliation. There are eight organizations of this type, as outlined in Table 7-6.

Table 7-6: Single Facility/purpose Organizations

Organization	Services/Relationship to the Municipality
Friends of the South Lancaster Wharf	<ul style="list-style-type: none"> • fundraises and organizes events and • volunteers to work on projects (e.g., shed painting) • Township staff assistance with grant applications, project approvals, etc.
Glen Walter Parks and Recreation Committee	<ul style="list-style-type: none"> • fundraise for facility/infrastructure improvements at Park • Township manages approved projects and works with the community group on an ongoing basis
Cenotaph Committees (3): Martintown, Lancaster, Williamstown	<ul style="list-style-type: none"> • focus is Cenotaph preparation for Remembrance Day service and the service itself • staff involved in preparing the three sites for the services in the week leading up to November 11
Martintown Mill Preservation Society (MMPS)	<ul style="list-style-type: none"> • MMPS formed in 1976 as registered charity • Mill owned by Society since 1997 • stabilized and opened to public in 2004 • limited staff involvement
Glengarry Fencibles Trust	<ul style="list-style-type: none"> • incorporated not for profit citizens' groups • as owners of the property, mandate is to promote the preservation, rehabilitation, and re-use of the historic Bishop's House of Glengarry and grounds
Sir John Johnson Manor House Committee	<ul style="list-style-type: none"> • local resident committee with mandate to preserve the building, grounds and history of the Loyalist movement • national historic site
Friends of the Ruins	<ul style="list-style-type: none"> • committee formed in 1994 to purchase, restore and preserve the ruins of St. Raphael's, one of the earliest Roman Catholic churches in English-speaking Canada, which was largely destroyed in a 1970 fire • declared a national historic site 1999
Williamstown Fair Board (St. Lawrence Valley Agricultural Society)	<ul style="list-style-type: none"> • operates various, exhibits, programs competitions events related to rural agricultural living and weekend-long Annual Williamstown Agricultural Fair on the Fairgrounds • named Canada's Oldest Annual Fair

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Among these groups, there are three Cenotaph Committees that each hold services in memory of individuals from their respective communities who served in the armed forces and died in the line of duty. While it is recognized that each Cenotaph is dedicated to specific individuals, the potential to rotate the November 11 service each year should be considered. The need to simultaneously prepare three sites for Remembrance Day services requires a considerable amount of staff time and limits the effort that can be put into all three locations. Moreover, a single community-wide service would have a larger impact on observers and contribute to conveying the importance of continuing this observance to younger generations. Each year, the names of all those memorialised on the plaques at each site could be read aloud so that all deserving individuals will be named.

Recommendations

SD9: Review lease agreements for buildings that are not required to deliver municipal services with the intent to transfer ownership to another party or reallocate costs between the municipality and the tenants in a more equitable arrangement.

SD10: Review facility and park single use/purpose rental agreements with the intent to better distribute responsibilities for set-up/take-down between the Township and the renter.

SD11: Enter short-term lease agreements with community-based facility user/operators to provide the Township - as the owner - with the minimum it needs to limit exposure while, at the same time, strengthen working relationships with the organizations in ways that are financially accountable and administratively supportive of their efforts to operate their own programs/activities.

SD12: Investigate community interest in volunteer assumption of responsibility for horticultural beautification projects in Lancaster.

SD13: Consult with the Martintown Horticultural Society to consider using bursary funds to hire a summer student to manage the organization's spring/summer horticulture projects.

SD14: Consult with Cenotaph Committees to consider a single community-wide Remembrance Day service to be held in Martintown, Lancaster and Williamstown on an annual rotating basis.

7.4.3 Program and Service Development

Partnerships and Collaborations

As a long-term Plan, opportunities for partnerships beyond those that currently exist will emerge - and will involve either community-based organizations or those from outside South Glengarry. The 'fit' between local program/service needs and a response from the Township its partners will depend on a variety of factors including the specific nature of needs, the availability and suitability of municipal facilities and spaces, and costs to each party and participants, etc., which would be determined on a case-by-case basis. Ideally, these opportunities will become apparent through joint planning activities as discussed in Section 7.4.3.4.

Directions for initial investigations into partnerships based on work done for the Master Plan focus on strengthening ties to community-based heritage organizations, and other organizations such as the Library that deliver non-sport, cultural and educational programs.

Mental health and well-being programming is an area of community interest that be pursued, and which CMHA Champlain East indicated certain interest in exploring the potential to offer programs in South Glengarry. Three potential CMHA programs are:

Living Life to the Full is a fun and engaging eight-week course that provides people from all walks of life with effective tools to maximize their ability to manage life's challenges. The group-oriented course is based on the principles of cognitive behaviour therapy (CBT) which focuses on understanding how thoughts, feelings, and behaviours work together to impact well-being. Each 90-minute session focuses on a different topic, such as understanding unhelpful thoughts, engaging in enjoyable activities, coping with anger and

solving daunting problems. Living Life to the Full has been adapted for many demographics (e.g., seniors, youth). Living Life to the Full was developed by UK psychiatrist Dr. Chris Williams and CMHA British Columbia holds the exclusive license to the program in Canada. Training can be delivered in person and virtual (www.livinglifetothefull.ca).

Mood Walks is a provincewide initiative that promotes physical activity in nature, or "green exercise," as a way to improve both physical and mental health. Led by the Canadian Mental Health Association, Ontario, in partnership with Hike Ontario and Conservation Ontario, Mood Walks provides training and support for community mental health agencies, social service organizations and other community partners to launch educational hiking programs, connect with local resources, find volunteers, and explore nearby trails and green spaces (<https://www.moodwalks.ca/>).

In the Know: A mental health literacy program for farmers and the agricultural community. In the Know is a mental health literacy program designed specifically for farmers, their families and those who are involved and/or support the agriculture sector. Through this free, four-hour training program, participants will cover the topics of stress, depression, anxiety, substance use disorder and how to start a conversation around mental well-being. The workshops are facilitated by one of CMHA's mental health professionals using 'real-life' examples from agriculture. Training can be delivered in person and virtual (<https://ontario.cmha.ca/programs-services/living-life-to-the-full/>).

Inclusive programming is another area for potential growth. Through its program development function, Special Olympics Ontario (SOO) is seeking to partner with municipal recreation departments to bring more inclusive programs to communities.

“Over the past 50 years Special Olympics has grown from a modest program serving local athletes to become the world’s largest movements [sic] dedicated to promoting respect, acceptance, inclusion, and human dignity for people with intellectual disabilities through sports. Special Olympics Ontario has optimized the benefits of a healthy and active lifestyle through sport to improve the well-being of individuals with an intellectual disability. Their vision is that sport will open hearts and minds towards people with intellectual disabilities and create inclusive communities all across Ontario.”⁵

To this end Special Olympics is partnering with municipalities in Ontario to support them in developing and providing programs for people with intellectual disabilities. SOO provides assistance in the areas of volunteer and coach training courses; athlete and volunteer recruitment for the program; support for promotion; and competition opportunities. Municipal contribution to the partnership may include facilitating / running the program as part of its regular roster; providing facilities, equipment, etc.; setting the price for participation; providing necessary coaching, staff and volunteers; providing SOO with limited feedback on participant profile (e.g., age and gender); encouraging all involved with the program to register with SOO; abiding by SOO policies and procedures; paying relevant expenses (as agreed upon between the parties); providing insurance coverage for events / programs. The municipality retains all income from the program.

Volunteers

Despite the generally high level of volunteer involvement in South Glengarry, development in this area will continue to be needed if services are to be delivered largely through facilitation. Respondents to the household surveys - and especially online participants - indicated willingness to volunteer in a variety of ways.

The Township can use the results of the Master Plan surveys to seek out these individuals and encourage them to come forward. A general registry of those potentially available to volunteer could be set up, and identifying areas of specific interest, with the understanding that signing up means that they would be contacted about any opportunities that arise with relevant details/expectations before being asked to commit. As program/activity requirements are better defined, individuals with related interests can be sought if they are not available through the registry. A relatively high level of interest was expressed in stewardship groups, of which there are several already in the Township. This interest is in keeping with findings on COVID-related impacts, which shows the potential to leverage this area of interest among park users.

The Canadian City Parks Report: Centring Equity & Resilience (2021) by Park People is the 3rd annual look at trends, challenges, and opportunities related to Canada’s city parks. As part of the study, a survey on COVID-19 was launched in April 2021. It was open to all Canadians and promoted through the Park People newsletter, social media and partner networks. Nearly 3,500 responses were received, including representation from all provinces and territories. The survey results showed a renewed interest in parks, a trend that was anecdotally reported throughout the pandemic, as well as continued support for expanded parks-based activities:

- 89% had tried a new activity in a park in 2020, with top activities including regular

⁵ <https://www1.specialolympicsontario.com/our-mission/>

walks through parks and trails (56%) and socializing with friends and family (40%).

- 50% reported their winter park use increased during COVID-19 compared to pre-pandemic winters with 73% saying they expected this use to continue or increase in post-pandemic winter seasons.
- 76% want to see more community programming in parks.
- 53% want outdoor arts/culture events.
- 51% want increased access to winter recreation activities in parks.

As might be expected, the survey findings showed that COVID-19 reduced volunteer opportunities. “The average number of volunteers per thousand dropped from 11.6 to 2.7 compared to last year’s report, reflecting reduced opportunities for park volunteering due to the pandemic” (p. 39). At the same time, “volunteer interest is likely to rebound. 58% of Canadians said that COVID-19 had caused them to become more interested in getting involved in stewardship projects [i.e., tending a community garden or assisting with invasive species removal] suggesting new interest in city, non-profit, and resident-led volunteer programs post-pandemic” (p.39).

These findings suggest the pandemic may have instilled a new, experiential-based appreciation of parks that can be tapped for volunteer involvement. The Park People survey also indicated that, “of all park types, Canadians prefer to visit their local neighbourhood parks (71%), naturalized or “wild” parks or green spaces (61%) and trails (60%)” (p. 5), which points to potentially specific types of volunteer involvement to be pursued in the short-term.

Recommendation

SD15: Use Master Plan survey results to follow up on expressed interest and encourage people to register for specific volunteer positions or for possible future engagement as need/opportunity arises.

SD16: Focus on post-pandemic interests/opportunities to attract volunteers to help with Township projects and programs.

Optional Program Models

Short Duration Programming

Short-duration programming (e.g., single classes or workshops) is an effective way to help ensure resources are invested in activities of interest, and to potentially boost uptake and success. This programming model allows community members to explore different topics. For some, it could be the first step to engaging in an activity that captures their interest. It is ideal for ‘testing the waters’ and is appealing to many adults since an ongoing commitment is not required upfront. This approach also makes use of local knowledge and skills and is an opportunity for local artists, artisans, and experts to increase their exposure, share their knowledge, build awareness of their skills and serve a broader market.

Westboro Brainery in Ottawa⁶ is a successful model for this type of short-duration, citizen-led programming delivered with limited municipal resources. Single-session classes up to 3 hours in length are offered at affordable prices (\$0-\$60) for community members aged 14 years and up, led by local instructors ranging from seasoned professionals and quasi-experts to passionate enthusiasts. Those with little to no teaching experience deliver their first class pro-bono and receive access to a free class by another instructor as compensation. Provided the class is generally well-received and there is interest in additional sessions, future teaching is compensated at an hourly rate.

Classes are typically held at community centres, municipal facilities, music schools, parks, cafés, pubs and churches. Members of the public are encouraged to contribute ideas for new classes and sign up to share their own skills or knowledge. Past classes at the Brainery have included:

- Intro to Crocheting
- The 5 Rs of a Zero Waste Life
- How to Make Seriously Good Pie
- Foraging Fundamentals
- Homeschooling 101
- Bullet Journaling
- Handmade Holiday Cards
- Food and Menu Planning for Summer Camping
- Intro to Improv
- How to Start Your Own Podcast
- Pickling 101
- Bead and Tassel Necklace Workshop
- Calligraphy 101
- Artisan Bread Basics
- Cross Stitch 101
- Henna Art DIY
- Dairy-Free Foods Workshop
- The Art of the Butter Tart
- Gnocchi Workshop
- How to Green Clean Your Home
- Intro to Collage
- Sketching Fundamentals

⁶ <https://www.facebook.com/westborobrainery/> Modelled on the Brooklyn Brainery in Brooklyn, New York, the Westboro Brainery is a program initiative of the Dovercourt Recreation Association (DRA), a non-profit, charitable organization formed in 1977. The DRA selects programs that suit the Westboro community's needs and deliver them both at the Centre and in satellite facilities. The DRA is supported by in-kind and cash funding from the City of Ottawa as well as sponsorship from local businesses, government grants, fundraising and partnerships with community groups and volunteers.

Try-Its

By hosting ‘try-it’ days, the municipality can also gauge community interest in particular areas of activity before dedicating resources to longer-term programs. If short-duration programs and ‘try-its’ are successful and participants want to engage further, the municipality can explore opportunities to develop more extensive programs.

Program Packages

Opportunities to access ‘program packages’ developed by interest-based agencies and organizations are numerous. Canadian Wildlife Federation (CWF) programs provide just one example.⁷

The CWF website notes, “CWF is dedicated to ensuring that our wildlife and natural spaces remain a treasured part of our country. The challenge is inspiring that same conservation ethic in new generations of Canadians to ensure they develop their own passion for wildlife conservation. At CWF, we develop education programs to help connect Canadians to nature. We encourage Canadians of all ages to participate in individual conservation actions and to experience, enjoy and value nature. In an ever-increasing urban society, the greatest challenge is developing those connections to our natural world. Education and experiential learning are key pillars in programming designed to meet this challenge.”

The Federation provides well developed resources to support its goals through education and leadership, which could be used as the basis for local initiatives facilitated by the municipality. Themes/program areas, as described on the website include:

WILD Generations Gardening Club promotes intergenerational mentorship in gardening for wildlife. The program supports organizations working with youths and seniors with resources to empower them towards enhancing community gardens into wildlife-friendly habitat. When we enrich our outdoor spaces with natural sources of food, water and shelter for wildlife and practice earth-friendly gardening, we contribute to healthy ecosystems and create habitats to support animals that pollinate our fruits and vegetables.

WILD Outside is a national leadership program currently focused on youth ages 15 to 18. We developed the program as a way for CWF facilitators to help young Canadians learn how to be part of a team, develop a conservation ethic and plan a community-based action project. Teams then deliver their nature connection projects in their community. The WILD Outside program will expand to 20 cities across Canada in 2020 thanks to funding provided by the Canada Service Corps initiative established by the Government of Canada.

WILD About Sports encourages Canadians to get outside and enjoy Canada’s waterways, coastline and oceans by providing training, resources and opportunities for them to get involved and take action. The program uses watersports and related activities to increase Canadians’ awareness of the environment and wildlife habitat. The WILD About Sports guide features 20 activities that will build your confidence in using conservation messaging as they work with groups and individuals outdoors and in, on and around the water.

⁷ Source: <https://cwf-fcf.org/en/?src=topleftlogo>

This program is delivered through partners such as Conservation Authorities, School Boards and post secondary institutions, that host local workshops.

Recommendation

SD17: Explore optional programming models such as short-duration programs, try-its and program packages to develop new and diverse activity opportunities with Township facilitation and support.

Joint Services Planning

Beyond the need for internal planning activities, joint service planning by all key providers in the community should occur on a regular basis, with a view to integrating the efforts of all in the parks and recreation system.. The Township should take the lead in instituting planning activities with this core group of organizations covering several general tasks to align with annual budgeting:

- verifying community service needs/demands
- determining which of these can be addressed
- detailing the program/service response by area (parks, trails, facilities, programs and/or delivery)
- determining the delivery method and, if appropriate, the organizations to share in provision
- developing budgets to support the action(s)

Partnerships among participating organizations should emerge in response to specific required actions, which may be continuous or self-limiting, depending on the initiative. They will also constitute different contributions to service delivery (e.g., municipal space for a program, run by a volunteer group, with guidance from the Health Unit).

The number of sessions per year in which all participants should engage can be determined collectively. At least one full-group session per year, however, would be required - and likely supplemented by smaller group meetings throughout the year to deal with specific topics emerging from the collective session or unforeseen issues. Events, for example, may require separate groups/sessions and include the business community in planning activities.

The first planning activity noted above, “verifying community service needs/demands,” will involve periodic research to clarify program and service needs by age group, content and delivery method. The Master Plan surveys revealed areas of interest that can be used

as starting points for further investigation with the community. Those that emerged as most preferred and can be offered most easily should be pursued first. Moreover, programs that can potentially address several areas of interest simultaneously should be considered in the early stages of new service development. The act of coming together itself will facilitate communication among the various organizations involved in sport, recreation and heritage services and contribute to innovative ideas for collaboration in areas of mutual interest/benefit. It will also help identify areas of common concern among groups that can be addressed collectively. Some of the concerns expressed by groups that participated in consultations were not major concerns but, if addressed, would improve their services to the community (e.g., access to washrooms - including portable units, storage, managing phone inquiries during the off-season, etc.).

As noted above, there is the potential to strengthen working relationships with organizations in the culture and heritage sector, which could encompass those that own and program their own facilities. The Glengarry Fencibles Trust, the Sir John Johnson Manor House Committee and the Friends of St. Raphael's Ruins were contacted to investigate their interest in the potential for future service collaboration with the Township in heritage services. Both the Fencibles Trust and Sir John Johnson Manor House indicated they are interested in exploring opportunities to work with the municipality.⁸ The nature of these collaborations may vary considerably and could be the result of joint service planning sessions. Typically, joint or reciprocal promotion is an area that seems to work for all types of service providers since it's a common need. How joint programs/services might be developed/delivered, however, is something that cannot be foreseen until the work starts. This is one of the key purposes of joint planning - to get all interested/affected parties together to collectively identify where they can help/

support each other and pursue complementary objectives through joint efforts. At the same time, the Township is open to being approached at any time by groups that it supports at arm's length with suggestions for collaborations.

Ongoing service monitoring and evaluation will also inform planning to address needs year over year. The Township's recreation management software can generate information on a variety of variables to use in service planning, some of which has been used in preparing the Master Plan. Monitoring use of non-scheduled facilities such as tennis courts and multi-use pads will help confirm use for different activities and the need for improved or additional facilities. These facilities can be visited on a random, rotating basis throughout the year to record use levels and types. As outdoor facilities are used largely in the summer, this task could be assigned to a student position.

Parks and Recreation Ontario's Manual entitled *Measuring Customer Value and Satisfaction* for Parks and Recreation is a practical guide to supporting service evaluation work. As noted in the Manual, it is "intended to enable providers of parks and recreation to easily and consistently assess customer value and related issues. [It] includes a common set of core questions and an enhanced set of questions that can be used by providers to evaluate the effectiveness of their programs and services, as well as advice on approaches to administering surveys" (p. 1).

The ability to evaluate progress will require annual targets that can be measured. For example, a program objective for an upcoming budget year may be to introduce four new programs in areas of particular interest emerging from the Master Plan's consultation. As is the case now, each new program is essentially a pilot designed to optimize participation and should be evaluated upon completion to determine future options to continue - with any required adjustments - or discontinue. The results of each year's

⁸ Friends of St. Raphael's Ruins did not respond. Other existing or potential partners contacted were the SDG Library and the Canadian Mental Health Association (CMHA), of which the latter responded.

programming would provide the basis for reporting on outcomes and planning for the upcoming year. Volunteers' experience should also be evaluated to identify areas where it can be improved to enhance the program so that existing volunteers will see their contributions are valued, and potential new volunteers will benefit from a well-designed approach.

Many commentators are predicting permanent shifts in the demand for recreation services post-COVID, and the need for municipalities to respond accordingly. The actual implications of the pandemic, however, will only become apparent over time. For example, the expectation that more people will continue to work from home on flexible schedules can be anticipated to translate into greater levels of demand for recreation programs/access to facilities in traditionally non-peak times. Monitoring these factors will contribute to verifying anticipated changes in recreation service needs and the need to adjust municipal delivery responses to this demand.

If the Master Plan's progress is monitored, evaluated and updated annually, and there are no major unforeseen changes affecting its continued relevance, it should undergo a comprehensive review and update in ten (10) years. A mid-term update may be required, however, if changing circumstances demand it (e.g., if internal or external factors result in significant unanticipated service needs).

Recommendations

- SD18: The Township should take the lead in instituting joint service planning on a regular basis with the major program/service providers in the Township.
- SD19: Request other interested parties to participate in planning activities, as need or opportunity arises.
- SD20: Institute ongoing service monitoring and evaluation to inform service planning in the areas of facility/space use, programs and events.
- SD21: Develop annual planning targets to allow outcomes to be measured and reported.
- SD22: Conduct a comprehensive review and update of the Master Plan in ten years.

Communications and Promotions

The Township produces a well-designed, informative guide twice a year (Spring/Summer and Fall/Winter) and also provides detailed information on its website on recreation opportunities and programs on its website.

The Internet and social media tend to be the focus for information provision. While these channels are important, print continues to be a key medium. While not evidence-based research, the following suggests the continuing importance of printed promotional material - at least for programs related to continuous learning.

BROCHURE TRENDS FOR 2020:

Put it in print...Set aside your notions that millennials want everything online and that baby boomers want everything in print. You have it backwards! Boomers in the U.S. lead all other nations in computer literacy of older adults. And millennials prefer print catalogs. Yes.

The popularity of print continues to rise as more younger people begin to participate in lifelong learning.

Increasingly, lifelong learning members are noting that when they improve their print catalog, their online and digital presence is more effective. The catalog drives traffic to your website. Tips:

- Integrate your print materials with digital communication
- Focus on creating well-designed, easily navigable web pages and good social media

And memorize this: "Print drives decisions. Decisions are implemented online."¹

¹ <https://lern.org/>

South Glengarry's Spring Summer 2022 Community Guide organizes information under the following topics: Parks, Community Spaces (to rent), Outdoor Spaces, (includes non-municipal providers), Trails (includes non-municipal providers), and Recreation (programs). This is a very simple and clear way to communicate opportunities for both structured and self-directed recreation.

Potential areas for further development of the Guide and web-based material include heritage programs and places, and greater promotion of for the Heritage Tour Route Map and Cycling Routes within the Township (Fat in the Forest, River to Ruins, Tour De Lancasters). Additional 'topics' for the guide could be Heritage Places and Experiences, Cycling Routes and Heritage Tours. Campgrounds and Beaches, which are listed separately on-line, could also be included. To the extent possible, topic/interest headings in the Guide and on the Township's website should be consistent, even if more or less information under each is provided.

The activities and programs of the following organizations form part of the community-wide recreation system and would benefit from inclusion in promotional efforts.

- The Sir John Johnson Manor House Committee hosts two runs for athletic individuals, the Great Raisin River Footrace and the Chilly Willy Run; educational events for some of Glengarry area schools including the Victorian Christmas and Education Day, which highlights life in the late 1700s; an annual Summer Social and Doors Open. The Committee is continuing to restore the Manor House with the intention of having visitors from around the world use the archives and space for genealogy research in reading and research spaces, and/or stay overnight in refurbished second storey accommodations.
- The Glengarry Fencibles Trust is in the process of restoration of the Bishop's House and property with the initial goal of reopening

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the first floor for hospitality, cultural and interpretive activities.

- St. Raphael's Ruins are open to the public at no charge, with a curator on site during the week in July and August. The site is also available to book for events (e.g., weddings, photography sessions, etc.)

Another 'topic' to consider is "What's free to do in South Glengarry?" A number of survey respondents suggested that programs such as public skating be offered at no cost, which is already the case. Bringing all free activities available through the Township and other organizations under a single heading would clarify questions around cost.

Creating social media accounts (e.g., Facebook, Instagram) specific to recreation and opportunities in the Township is a more direct way to promote services. Residents who are interested in recreation activities may be more likely to follow/subscribe to an account dedicated to this topic than general municipal updates. Staff operating these accounts can also quickly re-share upcoming programs, events and news from other community providers. This is particularly useful for community events that are not regular occurrences and so not published in the Community Guide. Those that are spontaneously organized or occur only once can be quickly promoted via dedicated social media channels.

Finally, the Township could consider reciprocal promotion with other area municipalities - and especially North Glengarry - to help direct local residents to services not available locally and vice versa, and/or to jointly promote Glengarry-wide programs (e.g., Encore Education) and experiences (e.g., connected heritage routes).

Communications channels can also be used by the Township to promote its work in parks and recreation services. The Municipality of Port Hope, for example, produces an annual graphically portrayed Parks, Recreation and Culture Year-in-Review that summarizes the past year's work in developing, operating and maintaining these services. Much of this information is already available or would be captured in monitoring activities and could be used to produce an 'annual report' to Township residents.

Recommendations

- SD23: Continue producing both digital and print media information to promote/communicate with residents about parks and recreation services.
- SD24: Create recreation-specific social media accounts.
- SD25: Expand coverage to include heritage and tours, and 'What's free to do in South Glengarry?'
- SD26: Consider reciprocal promotions with North Glengarry for both local and Glengarry-wide services/experiences.
- SD27: Prepare and post an annual services 'year-in-review' that summarizes and informs the community about the Township's achievements in parks and recreation.



8.0 Implementation Strategy

8.1 Introduction

This section outlines the proposed implementation strategy for the Master Plan's 94 recommendations. Following a discussion of key considerations, the recommendations are presented by the service areas in the Master Plan: Programs, Activities and Events (PE), Facilities (FS), Parks and Trails (PT), and Service Delivery (SD). Recommendations are accompanied by anticipated costs and timelines for completion of discrete tasks. For a more complete explanation of each recommendation, please refer to the corresponding discussion in the preceding sections. In the interests of consistency, all recommendations from the text are repeated in the table even though there are several that do not reflect changes to the current process, but may include enhancements

(e.g., Continue to facilitate community use of schools for gym-based programming.).

The Master Plan should be considered a living document. In monitoring and evaluating its progress, changes that result from work completed should be reflected in regular reviews that track the initiation, progress and completion of each item as they are implemented through annual work plans and budgets.

8.2 Implementation Considerations

The proposed roll-out of recommendations is based on information available at the time of Plan development and includes the following considerations:

8.2.1 Operations, Capital Projects and Studies

Of the 94 recommendations, the majority are operational in nature. Their implementation would be undertaken by staff as part of their day-to-day activities. There are 28 capital project recommendations (of which six are fully contingent on available funding), and nine recommendations to undertake supplementary studies, which are assigned estimated budget allocations for execution. This includes both improvements/repairs to existing facilities, as well as the design and construction of new facilities and amenities.

8.2.2 Immediate Need

Several recommendations are identified as immediately needed. These address repair backlogs to aging infrastructure and facilities, completing prerequisites to other work or closing gaps in services/processes for decision-making. These projects are scheduled for the first year in the implementation strategy.

8.2.3 Dependencies and Efficiencies

While recommendations are described as discrete initiatives, many are interrelated and need to be considered within the larger context of achieving efficiencies in implementation. Some recommendations must be initiated and completed before other recommendations can begin, while others may benefit from being undertaken simultaneously in terms of process efficiency and to take a more fulsome approach to improvements.

8.3 Budget Considerations

8.3.1 Cost Distribution and Summary

The implementation sequence attempts to distribute costs evenly over the ten-year time frame of the Master Plan. The total cost of all projects over the ten-year schedule is approximately \$4,033,000 (including \$563,000 capital costs estimated for projects that are totally contingent on funding becoming available), with \$145,000 allocated for the first year (see Table 8-1).

It is important to note that the budgeted amounts do not account for grants that may become available from time to time for specific initiatives and, therefore, cannot be anticipated. The cost to the Township, therefore, will be reduced by the amount of funding that it is successful in receiving from upper levels of government (or other potential sources).

Table 8-1: Cost Summary of the Parks and Recreation Master Plan's Recommendations

Area of Recommendations	Timing				Total Cost
	Immediate	Short (Years 2-4)	Medium (Years 5-7)	Long (Years 8-10)	
PE: Programs and Events	-	-	-	-	-
FS: Facilities	\$25,000	\$75,000	-	-	\$100,000
PT: Parks and Trails	\$40,000	\$727,000	\$858,000	\$870,000	\$2,495,000
SD: Service Delivery	\$120,000	\$240,000	\$240,000	\$315,000	\$915,000
Total Cost	\$145,000	\$1,042,000	\$1,098,000	\$1,185,000	\$3,470,000

The figures include only initiatives for which discrete, order of magnitude estimates could be provided. Process and operations recommendations that will be assigned to staff, ongoing operating and maintenance costs, and recommendations that require additional investigation by the Township to confirm costs, are not included. These have been colour-coded in the detailed plan (Table 8-2) and would be in addition to the figures provided here. Table 8-1 also does not include \$563,000 in capital costs estimated for projects that are totally contingent on funding becoming available. These figures are shown separately in Table 8-2.

Another factor to consider is cost premiums/fluctuations due to the impacts of the COVID-19 pandemic and inflation, which makes it especially difficult to attach firm estimates to recommendations. This is particularly true at a Master Plan level where the potential range in design and the quality of materials and finishes are also unknown and are determined by the municipality at the project design/construction phase.

8.3.2 Staff Resources

In view of the anticipated work to implement the Master Plan, additional staff should be hired to provide the Parks, Culture and Recreation Department with the manpower for program/service expansion related to post-COVID comebacks and recommended new initiatives. Support is needed for existing program and operations staff as well as administratively for the General Manager. An allowance of \$80,000 per year has been added to the implementation strategy to provide (part-time) assistance in these areas. Specific staff allocations will be determined through the operations service review recommended above. Successful Plan implementation and service development over time, however, may point to the need for additional staff to effectively serve the community. The Township can monitor the potential need to increase staffing in specific areas through the results of ongoing service evaluations in terms of program/service growth.

Recommendation

SD28: Hire additional staff to assist with program/service expansion, operations and administration.

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8.3.3 Flexibility





The proposed schedule reflects a reasonable roll-out, assuming no major obstacles to activation. However, it is expected that some projects may need to be delayed due to unforeseen circumstances. There may also be opportunities to “fast-track” other initiatives.

Recommendations identified as ongoing initiatives are to be carried through each year to the end of the Plan’s term. Their applicability throughout the entire period, however, will depend on evolving needs in relation to service development. Program expansion, for example, for specific interests may be sufficient to meet demand in considerably less than ten

years (subject to potential changes based on continuation of monitoring and verification of need). The point at which this will happen, however, is unknown and thus not identified as an “end-date” in implementation. The recommendations shown as time-limited endeavors may also extend beyond the years shown. It may take longer to complete the identified activities and/or completing a recommendation may result in a new system component or procedure. Recommendations to establish formal agreements or contracts, for example, are shown as time-limited for negotiating arrangements that will create new, ongoing relationships between the Township and other providers (e.g., volunteers, agencies, etc.).

8.4 Anticipated Costs and Timing

Table 8-2 outlines the anticipated costs and time frame for implementing each of the Master Plan’s recommendations.

-  operating cost - within existing budget
-  capital cost
-  cost for study to be undertaken
-  ongoing/enhanced

costs shown in red font are fully contingent on available funding

Table 8-2: Anticipated Costs and Time Fame for Master Plan Recommendation Implementation

	Recommendation	Time Frame				Total Estimated Cost
		Year 1	Short (Year 2-4)	Medium (Years 5-7)	Long (Years 8-10)	
Programs, Activities and Events						
PE1	Use improvements at existing waterfront access points, and future development at Cairnview Park, to provide amenities for non-motorized, small craft water sports as self-directed activities.		timing related to PT36, PT36 & PT37			
PE2	Investigate opportunities to contract seasonal canoe/ kayak/paddle board rentals and instruction at designated waterfront locations.					
PE3	Promote tennis courts in the Township and solicit for a volunteer base if the need for additional organized activity arises.					

	Recommendation	Time Frame				Total Estimated Cost
		Year 1	Short [Year 2-4]	Medium [Years 5-7]	Long [Years 8-10]	
PE4	Focus on new program/ activity opportunities for which demand emerges that can be accommodated at existing facilities, can use both indoor outdoor spaces at different times of the year, and for which volunteer commitment can be instituted.	related to PE 12 (non-sport programming)				
PE5	Continue to facilitate community use of schools for gym-based programming.					
PE6	Work with fitness program providers in the community to provide options for less physically intense physical fitness programming (e.g., drum fit)					
PE7	Work with local community partners to facilitate the development of visual arts, environmental, and artisanal programs/ activities with an emphasis on targeting combined objectives in design and delivery.					
PE8	Work with fitness program providers in the community to provide low intensity, 'gentle' wellness programming such as yoga and tai chi.					
PE9	Investigate opportunities to bring mental health-specific programming to South Glengarry.					
PE10	Establish opportunities to introduce more social, drop-in programs for age/ interest groups such as youth, new moms, etc. and address, if required.					
PE11	Pursue opportunities to introduce intergenerational programming.					
PE12	Focus on developing program/ activities that build on/enhance current resources, can be accommodated at existing indoor and outdoor spaces, leverages existing or new partnerships, and for which volunteer commitment emerges.	related to PE 4 (active sport/fitness programming)				
PE13	Rationalize approach to supporting the provision of community events in terms of the annual number, type, scheduling and balance between local and/ or visitor-oriented themes and objectives.					

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	Recommendation	Time Frame				Total Estimated Cost
		Year 1	Short (Year 2-4)	Medium (Years 5-7)	Long (Years 8-10)	
PE14	To the extent possible, distribute programs, activities and events at parks and community facilities across the Township to encourage resident interaction, optimize the use of resources in providing the widest possible range of opportunities, and improve access to those with limited options to travel to other communities for these services.					
Total Estimated Costs for Programs and Events						
Facilities						
FS1	No additional indoor recreation spaces are required to accommodate needs during the timeframe of the Master Plan.					
FS2	Investigate the potential for increased ice use for additional school and adult programming.					
FS3	Expand use of existing halls and community buildings, which are amenable to a range of uses that can be accommodated in available times at different locations to support improved distribution and access.					
FS4	Focus on rebuilding the use of Green Valley Community Centre and North Lancaster Hall to provide services in these areas of the Township.					
FS5	Consult with the Eastern Ontario Health Unit to investigate the potential to use the Tartan Hall kitchen for community programming and food producer rentals.					
FS6	Update 2011 arena expansion plans and commence with detailed design and construction.		\$35,000			\$35,000
FS7	Verify the need for facility upgrades requested by users with evidence of demand, before the Township commits to implementation.					
FS8	Conduct a review of all sports field scheduling/use to establish the costs of delivering the existing supply of fields to the community and, in consultation with organized users, investigate the potential to intensify and consolidate where it is reasonable to do so - especially on municipally owned fields.					

	Recommendation	Time Frame				Total Estimated Cost
		Year 1	Short [Year 2-4]	Medium [Years 5-7]	Long [Years 8-10]	
FS9	The Paul Rozon and Martintown Parks ball diamonds will likely be sufficient to meet demand over the term of the Plan, given current use levels.					
FS10	Retain a diamond to serve each quadrant of the Township - at least in terms of the space required to refurbish if warranted by future levels of organized participation/use - and consider repurposing others to provide park-based amenities.					
FS11	Monitor tennis and pickleball to confirm use to establish need for future investment in supply.					
FS12	Consult with Smithfield Park-based volleyball league to confirm demand for a lit court. Consider this option if and when potential funding opportunities become available.					\$60,000
FS13	Prepare a comprehensive study on needed infrastructure upgrades to Glengarry, Nor’Westers & Loyalist Museum and a schedule for budgeting and completion.		\$40,000			\$40,000
FS14	Prepare a comprehensive study on needed infrastructure upgrades to the Glengarry Celtic Music Hall of Fame and a schedule for budgeting and completion.	\$25,000				\$25,000
Total Estimated Costs For Facilities		\$25,000	\$75,000			\$100,000
Parks and Trails						
PT1	Continue to make required accessibility upgrades to parks (including playground safety, routes and wayfinding, seating, shade and bicycle parking) as part of ongoing maintenance and upgrades.					
PT2	Develop and implement Township-branded signage and wayfinding at Township parks, trails, facilities, heritage sites, natural spaces, and main arterials.					
PT3	Develop a Parks and Trails Tree Strategy to guide the management of trees in parks and along trails in South Glengarry.		\$20,000			\$20,000
PT4	Replace play equipment and playground surfacing at Empey-Poirier Park. Provide seating and shade trees.		\$150,000			\$150,000

Parks & Recreation Master Plan

	Recommendation	Time Frame				Total Estimated Cost
		Year 1	Short (Year 2-4)	Medium (Years 5-7)	Long (Years 8-10)	
PT5	Consider removing the ball field at Empey-Poirier Park and providing a new park amenity if there is a community need.					
PT6	Consider implementing a pathway loop at Empey-Poirier Park with seating and shade trees, if there is community interest, and funding opportunities become available. Connect facilities/amenities with accessible paths.					\$77,000
PT7	Implement naturalization throughout areas of Empey-Poirier Park.		\$10,000			\$10,000
PT8	Consider implementing a paved parking lot at Paul Rozon Memorial Park with an accessible parking spot and accessible paths to park facilities/amenities if funding opportunities become available.					\$97,000
PT9	Provide more shaded areas at Paul Rozon Memorial Park with trees or shade structures.		\$29,000			\$29,000
PT10	The existing skateboard equipment at Martintown Community Park should be inspected as per safety standards and removed if necessary. If the need for a skateboard park should arise, the Township could consider providing a pop-up skate park.					
PT11	Provide seating (benches/picnic tables/armour stone etc.) near the playground at Martintown Community Park including at least one accessible bench or picnic table. Installation of accessible seating can be coupled with pathway connection installation.		\$6,000			\$6,000
PT12	Implement accessible pathways at Martintown Community Park to connect amenities in the future if funding opportunities become available.		\$20,000			\$20,000
PT13	Provide more shade at Martintown Community Park with shade trees or structures.		\$3,000	\$3,000		\$6,000

	Recommendation	Time Frame				Total Estimated Cost
		Year 1	Short (Year 2-4)	Medium (Years 5-7)	Long (Years 8-10)	
PT14	Monitor community interest in a dog park in Glen Walter Regional Park. Consider providing a temporary dog park to gauge use levels. If there is evidence the amenity will be well used, develop a permanent dog park based on community feedback and dog park design guidelines. Investigate the need for lighting along pathway leading to dog park.			\$60,000		\$60,000
PT15	Monitor community interest for an outdoor rink in Glen Walter Regional Park. Support community initiative to make seasonal rinks or staking loops when municipal servicing in the park is developed					
PT16	Consider providing a paved lot and accessible parking at Glen Walter Regional Park and monitor funding opportunities that will support this project.					\$138,000
PT17	Monitor community interest in a splash pad at Glen Walter Regional Park. Design and implemented slash pad when municipal servicing becomes available.			\$200,000		\$200,000
PT18	Discuss opportunities, demand and options for the Smithfield driveway entrance, investigate providing a paved driveway if funding opportunities become available.					\$104,000
PT19	Implement naturalized borders and/or naturalized pockets at Smithfield Park.			\$10,000		\$10,000
PT20	Implement the pathway loop and adult exercise equipment at Smithfield Park.				\$120,000	\$120,000
PT21	The North Lancaster Optimist Park playground is scheduled for replacement in fall 2022. Prioritize shade and seating in its installation.			\$150,000		\$150,000
PT22	Remove the volleyball court at North Lancaster Optimist Park.					
PT23	Consider removing the ball field at North Lancaster Park if it is no longer required, and investigate other potential park amenities in consultation with the community.					

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	Recommendation	Time Frame				Total Estimated Cost
		Year 1	Short (Year 2-4)	Medium (Years 5-7)	Long (Years 8-10)	
PT24	Implement naturalization and tree planting throughout North Lancaster Park.		\$10,000			\$10,000
PT25	Provide secondary entrances to Green Valley Park from the church and the end of Mackinnon Road.			\$10,000		\$10,000
PT26	Upgrade the existing playground at Green Valley Park to make it accessible or replace with a new playground in the long term. Consider tree planting around new structure.		\$7,000	OR	\$150,000	\$157,000
PT27	Consult with the Green Valley community to determine if a different amenity would be better used in place of the combined sport field and ball field at Green Valley Park.					
PT28	Consult with the Bainsville community to determine preferred off-season uses for the ice rink at Jack Danaher Park. Provide required upgrades.					
PT29	Consider parking lot upgrades, accessible parking and providing accessible access to all amenities at Jack Danaher Park through funding opportunities.					\$87,000
PT30	Consult with the Bainsville community to determine priorities and preferences for the new playground at Jack Danaher Park. Complete new playground in the short term of this Plan.		\$150,000			\$150,000
PT31	Develop Summerstown Estates Park as an active park for the community of Summertown. Provide opportunities for community consultation from the concept design stage through to detailed design. Consult with the SDG Accessibility Committee and public concerning park accessibility.	\$20,000	\$250,000			\$270,000
PT32	Consult with the SDG Accessibility Committee and public concerning the bridge and pathway upgrades. Provide an alternate accessible amenity at Bernie MacDonnell Park should the accessible bridge not be feasible.			\$25,000		\$25,000
PT33	Consult with the RRCA and Watersheds Canada to implement a pond vegetation buffer at Bernie McDonnell Park		\$5,000			\$5,000

	Recommendation	Time Frame				Total Estimated Cost
		Year 1	Short (Year 2-4)	Medium (Years 5-7)	Long (Years 8-10)	
PT34	Develop Cairnview Park as a waterfront park to serve the Township and community of South Lancaster. Develop a concept plan, or a series of concept plans based on community consultation. Proceed to detailed design and construction.	\$20,000		\$200,000	\$400,000	\$620,000
PT35	Develop Glen Walter Waterfront Park to serve cyclists using the waterfront trail and residents throughout the Township. Provide opportunities for community feedback through the concept refinement and detailed design stage. Consult with the SDG Accessibility Committee and public concerning park accessibility.		\$21,000			\$21,000
PT36	Continue to implement the concept plan for Ken Barton Senior Park.					
PT37	Continue to provide portable washrooms, picnic tables and trash cans at South Lancaster Wharf. Consider installing bike racks at or near the wharf, to accommodate cyclists using the Waterfront Trail. If Crown land can be acquired, continue to work with the South Lancaster Wharf Committee to improve recreation related uses in this area of the waterfront.		\$1,000			\$1,000
PT38	Conduct a Peanut Line Trail Study to resolve issues around use, access, trespass through stakeholder consultations, and inform future infrastructure work and estimated costs based on the preferred option and other relevant Township initiatives					\$45,000
PT39	In preparing a South Glengarry Active Transportation Plan, coordinate scope with with relevant studies recommended in the Parks and Recreation Master Plan (i.e., the Peanut Line Study and other trail connections and waterfront trail improvements). (Note: costs shown here are only for the Peanut Line Study and the capital costs for other trail connections and improvements)			\$200,000	\$200,000	\$400,000
Total Estimated Costs for Parks and Trails		\$40,000	\$682,000	\$858,000	\$870,000	\$2,495,000

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	Recommendation	Time Frame				Total Estimated Cost
		Year 1	Short [Year 2-4]	Medium [Years 5-7]	Long [Years 8-10]	
Service Delivery						
SD 1	Hire a qualified consultant to conduct a department operations review to identify opportunities to streamline work related to the day-to-day aspects of delivering services to facilities, parks and users.	\$40,000				\$40,000
SD 2	Use new recreation management software to collect a comprehensive data base for services planning and operations.					
SD 3	Finalize agreements with Junior B Rebels, Char-Lan Minor Hockey Association and Char-Lan Skating Club on respective allocations of locations for arena advertising and retention of revenues generated.					
SD 4	In consultation with the community, reconsider incremental user fees to help finance parks and recreation services.					
SD 5	Develop programs related to revenue generation to help finance parks and recreation services.					
SD 6	Review and update existing policies including Grants and Donations, and Ice Allocation.					
SD 7	Develop a Community Group Affiliation Policy, based on the results of consultation with volunteer recreation groups to confirm the type and extent of required assistance to sustain/grow their programs/ events, and the Township's capacity to provide it.					
SD 8	Develop an Event Policy to guide Township support for, and organizer management of, community-oriented and visitor-attractive events.					
SD 9	Review lease agreements for buildings that are not required to deliver municipal services with the intent to transfer ownership to another party or reallocate costs between the municipality and the tenants in are more equitable arrangement.					
SD 10	Review facility and park single use/ purpose rental agreements with the intent to better distribute responsibilities for set-up/ take-down between the Township and the renter.					

	Recommendation	Time Frame				Total Estimated Cost
		Year 1	Short [Year 2-4]	Medium [Years 5-7]	Long [Years 8-10]	
SD 11	Enter short-term lease agreements with community-based facility user/operators to provide the Township - as the owner - with the minimum it needs to limit exposure while, at the same time, strengthen working relationships with the organizations that are financially accountable and administratively supportive of their efforts to operate their own programs/activities.					
SD 12	Investigate community interest in volunteer assumption of responsibility for horticultural beautification projects in Lancaster.					
SD 13	Consult with the Martintown Horticultural Society to consider using bursary funds to hire a summer student to manage the organization's spring/summer horticulture projects.					
SD 14	Consult with Cenotaph Committees to consider a single community-wide Remembrance Day service to be held in Martintown, Lancaster and Williamstown on an annual rotating basis.					
SD 15	Use Master Plan survey results to follow up on expressed interest and encourage people to register for specific volunteer positions or for possible future engagement as need/ opportunity arises.					
SD 16	Focus on post-pandemic interests/ opportunities to attract volunteers to help with Township projects and programs.					
SD 17	Explore optional programming models such as short-duration programs, try-its and program packages to develop new and diverse activity opportunities with Township facilitation and support.					
SD 18	The Township should take the lead in instituting joint service planning on a regular basis with the major program/ service providers in the Township.					
SD 19	Request other interested parties to participate in planning activities, as need or opportunity arises.					
SD 20	Institute ongoing service monitoring and evaluation to inform service planning in the areas of facility/space use, programs and events.					

	Recommendation	Time Frame				Total Estimated Cost
		Year 1	Short (Year 2-4)	Medium (Years 5-7)	Long (Years 8-10)	
SD 21	Develop annual planning targets to allow outcomes to be measured and reported.					
SD 22	Conduct a comprehensive review and update of the Master Plan in ten years.				\$75,000	\$75,000
SD 23	Continue producing both digital and print media information to promote/communicate with residents about parks and recreation services.					
SD 24	Create recreation-specific social media accounts.					
SD 25	Expand coverage to include heritage and tours, and 'What's free to do in South Glengarry?'					
SD 26	Consider reciprocal promotions with North Glengarry for both local and Glengarry-wide services/ experiences.					
SD 27	Prepare and post an annual services 'year-in-review' that summarizes and informs the community about the Township's achievements in parks and recreation.					
SD28	Hire additional staff to assist with program/service expansion, operations and administration.	\$80,000	\$240,000	\$240,000	\$240,000	\$800,000
Total Estimated Costs for Service Delivery		\$120,000	\$240,000	\$240,000	\$315,000	\$915,000
Total Estimated Costs for Master Plan Implementation		\$145,000	\$1,042,000	\$1,098,000	\$1,185,000	\$3,470,000

SOUTH GLENGARRY



Ontario's Celtic Heartland

Appendix A



Active Living Charter for Residents of the Township of South Glengarry



BSEO
Bureau de santé
de l'est de l'Ontario

***Physical activity, sport, recreation, and play can occur
anywhere and at any time!***

The development of a more physically active community is seen by the Township of South Glengarry ("the Township") as a favorable component to increase the quality of life of its residents. The Township also believes that partaking in physical activity is a key element to an individual's physical and mental health, and well-being.

The Township of South Glengarry's Physical Activity Charter aims to ensure that:

- The positive impact of physical activity, sport, recreation, and play is acknowledged;
- All residents have the right to be physically active (regardless of citizenship, place of origin, race, ancestry, creed, sex, sexual orientation, age, marital status, family status, and / or disability);
- Opportunities and facilities to participate in physical activity, sport, recreation, and play should be equally accessible and available to all;
- All residents can be active participants in promoting participation in physical activity, sport, recreation, and play and that coaches, volunteers, instructors, event organizers, and other Township of South Glengarry residents who provide opportunities to become active are recognized for their valuable contributions to the community;
- The successful promotion of the Township's Active Living Charter is achieved through partnerships with various stakeholders including upper levels of government, educational facilities, not-for-profit organizations, sporting organizations, faith-based organizations, the private sector, clubs, and families.

The Township of South Glengarry supports physical activity through:

- Equipment such as playground structures and sports fields;
- Education and awareness to motivate the residents of the Township to be active;
- Community recreation programming that encourages healthy active lifestyles in recreation centres, community schools, and parks and open spaces;
- Working together with people and organizations to promote South Glengarry as an active community.

South Glengarry

Ontario's Celtic Heartland

Appendix B

Table A-3: Sport/fitness program/activities analysis

Category	Context		Community Interest		Trends				Total
	Well represented current supply	asset based	survey response	relevant age groups	outdoor	nature based	winter	self-directed	
water-based activities	N (2)	Y (2)	H (3)	C/T/A/S (3)	Y (2)	Y (2)	N (1)	Y (2)	17
gym sports	N (2)	N (1)	M (2)	C/T/A/S (3)	P (2)	-	-	N (1)	11
group fitness classes	N (2)	Y (2)	M (2)	Y/A/S (1)	P (2)	-	-	N (1)	10
court sports	Y (1)	Y (2)	M (2)	C/T/A/S (3)	Y (2)	-	P (2)	Y (2)	14
arena ice activities	Y (1)	Y (2)	M (2)	C/T/A/S (3)	N (1)	-	Y (2)	N (1)	12
field sports	Y (1)	Y (2)	M (2)	C/T/A (2)	Y (2)	-	N (1)	N (1)	11
outdoor ice activities	Y (1)	Y (2)	M (2)	C/T/A/S (3)	Y (2)	-	Y (2)	Y (2)	14
arena non-ice activities	Y (1)	Y (2)	L (1)	C/T/A (2)	N (1)	-	N (1)	N (1)	9
wheel sports	N (2)	N (1)	L (1)	C/T/A (2)	Y (2)	-	N (1)	Y (2)	11
marital arts	Y (1)	Y (2)	L (1)	C/T/A (2)	P (2)	-	-	N (1)	9

Parks & Recreation Master Plan

- well represented current supply: yes = 1 no = 2
- asset based: yes = 2 no = 1
- category: high = 3, medium = 2, low = 1
(based on survey results 50% + = high; 20% to 49% = medium; < 20% = low)
- (maximum 3 total) all age groups = 1; adults = +1; children = +1 (maximum 3); C/T/A/S = children, teens, adults, seniors
- outdoor: yes/possibly = 2 no = 1
- nature-based: yes = 2 no = 1
- winter: yes/possibly = 2, no = 1
- self-directed: yes = 2 no = 1
- p = possibly

Table A-4: Non-sport program/activities analysis

Category	Context		Community Interest		Total
	Well represented current supply	asset based	survey response	relevant age groups	
wellness programs	N (2)	Y (2)	H (3)	T/A/S (1)	8
social/club activities	N (2)	Y (2)	M (2)	T/A/S (2)	8
camps	Y (1)	Y (2)	M (2)	C (1)	6
visual arts	N (2)	Y (2)	M (2)	C/T/A/S (3)	9
before and after school programs	N (2)	N (1)	M (2)	C (1)	6
seniors' programs	Y (1)	Y (2)	M (2)	S (1)	6
learning, self-improvement / interest	Y (1)	Y (2)	M (2)	C/T/A/S (3)	8
environmental	N (2)	Y (2)	M (2)	C/T/A/S (3)	9
play programs for preschoolers	Y (1)	Y (2)	M (2)	C (1)	6
performing arts	N (2)	N (1)	M (2)	T/A/S (1)	6
artisanal	N (2)	Y (2)	M (2)	C/T/A/S (3)	9

- well represented current supply: yes = 1 no = 2
- asset based: yes = 2 no = 1
- category: high = 3, medium = 2, low = 1 (based on survey results 50% + = high; 20% to 49% = medium; < 20% = low)
- age groups: all age groups = 1; adults = +1; children = +1 (maximum 3); C/T/A/S = children, teens, adults, seniors

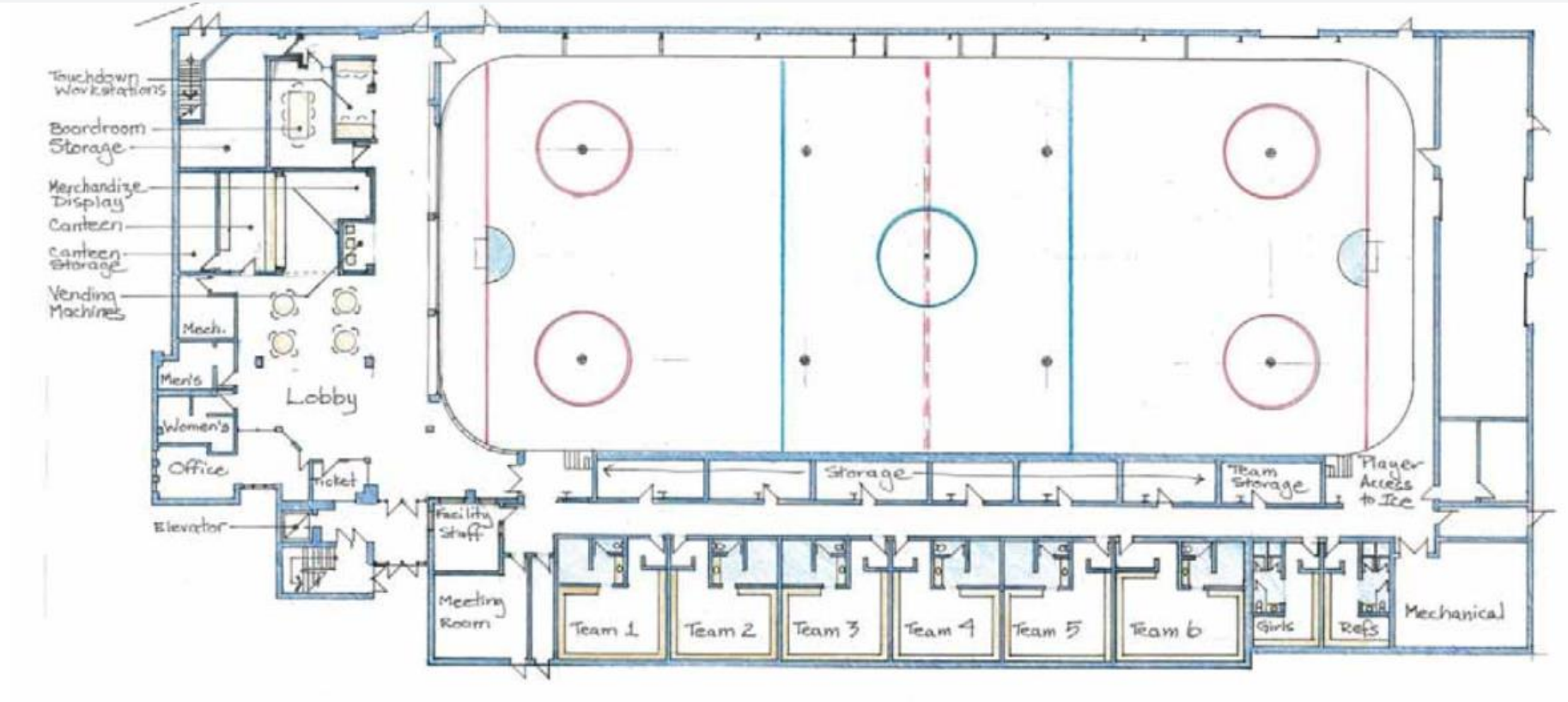
Appendix C

2011 Building Condition Assessment

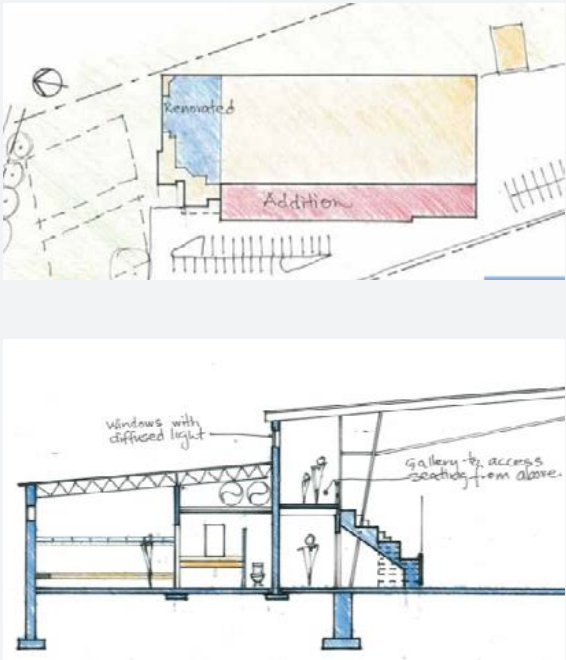
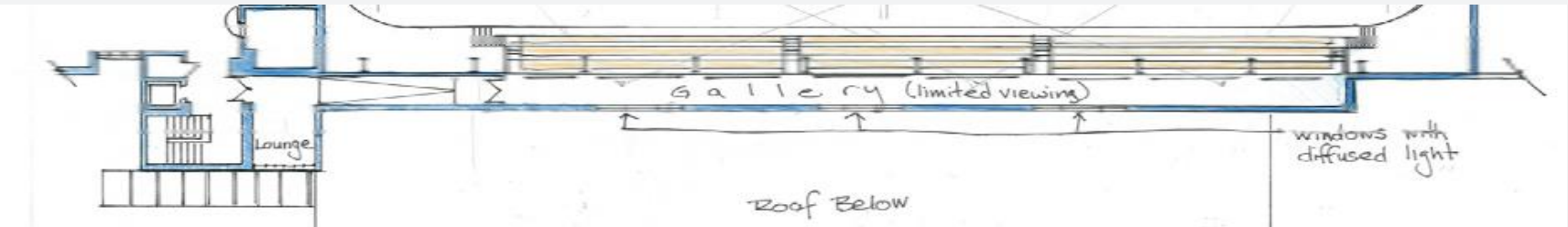
by COLE + Associated Architects Inc.

Expansion Option 1

First Floor Plan



Second Floor Plan

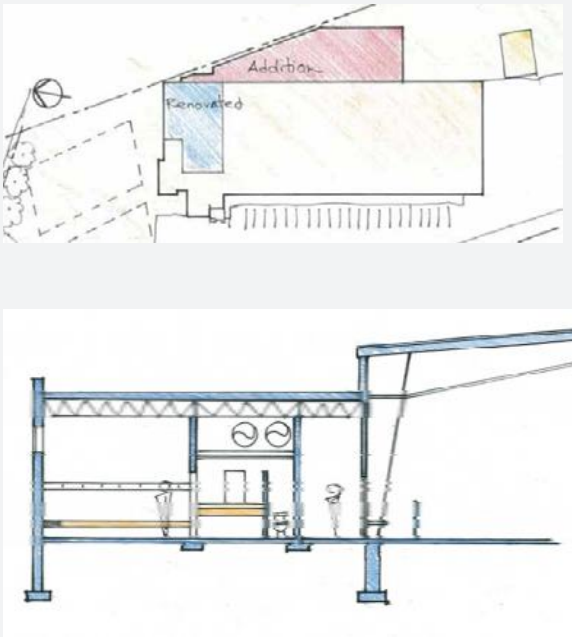
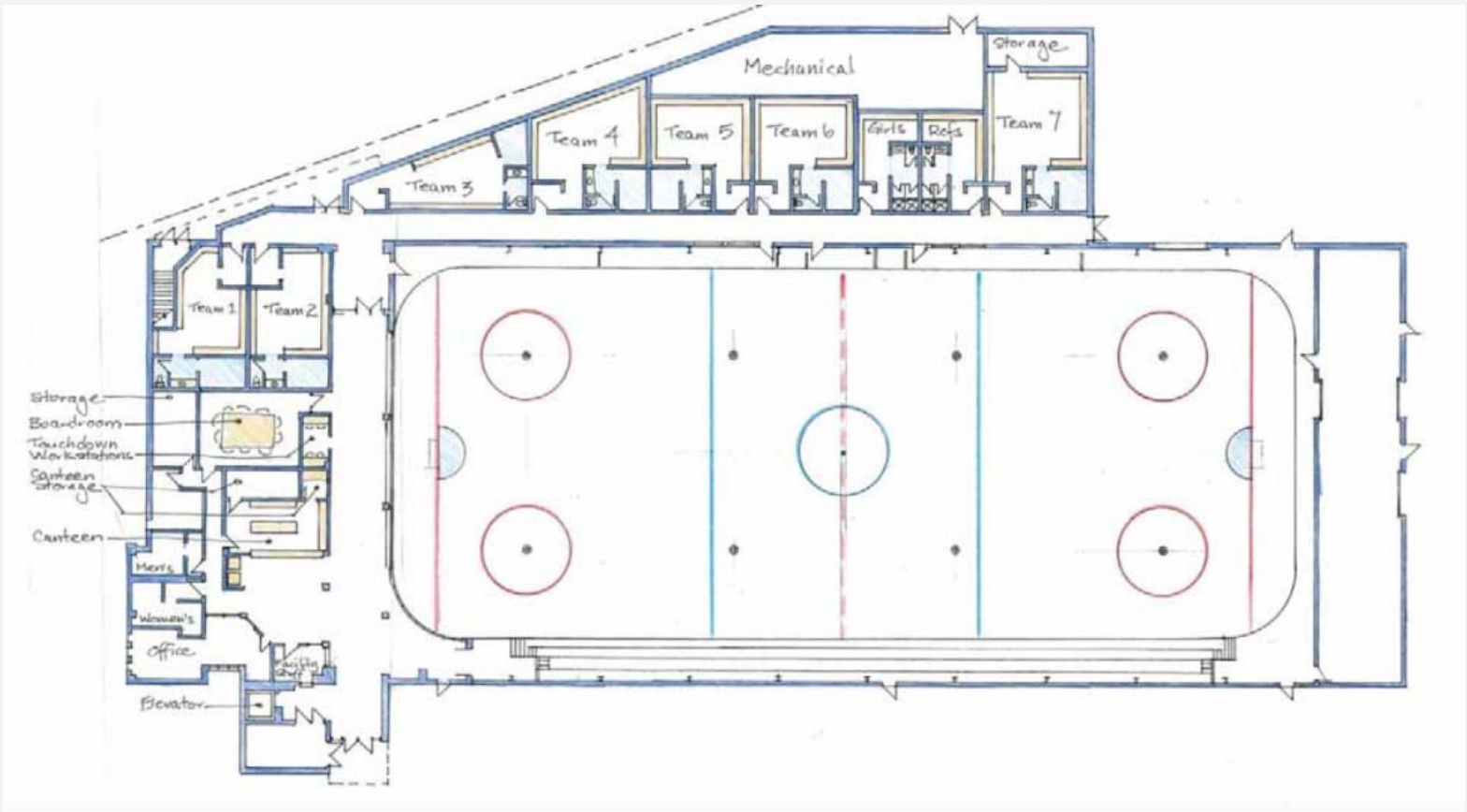


2011 Building Condition Assessment

by COLE + Associated Architects Inc.

Expansion Option 2

First Floor Plan



2011 Building Condition Assessment

by COLE + Associated Architects Inc.

Expansion Option 3

First Floor Plan

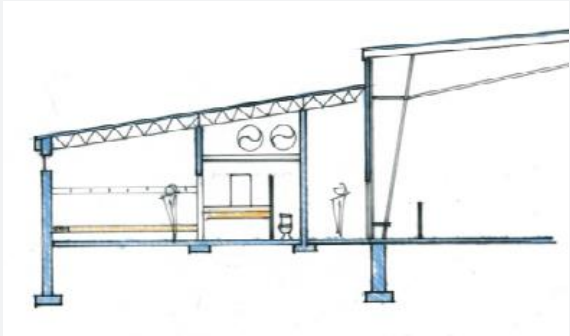
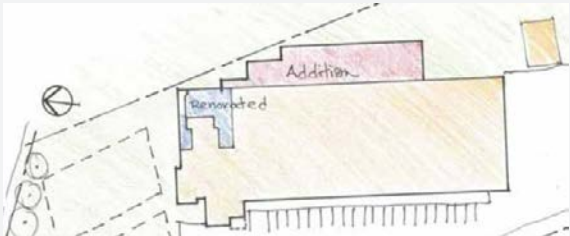
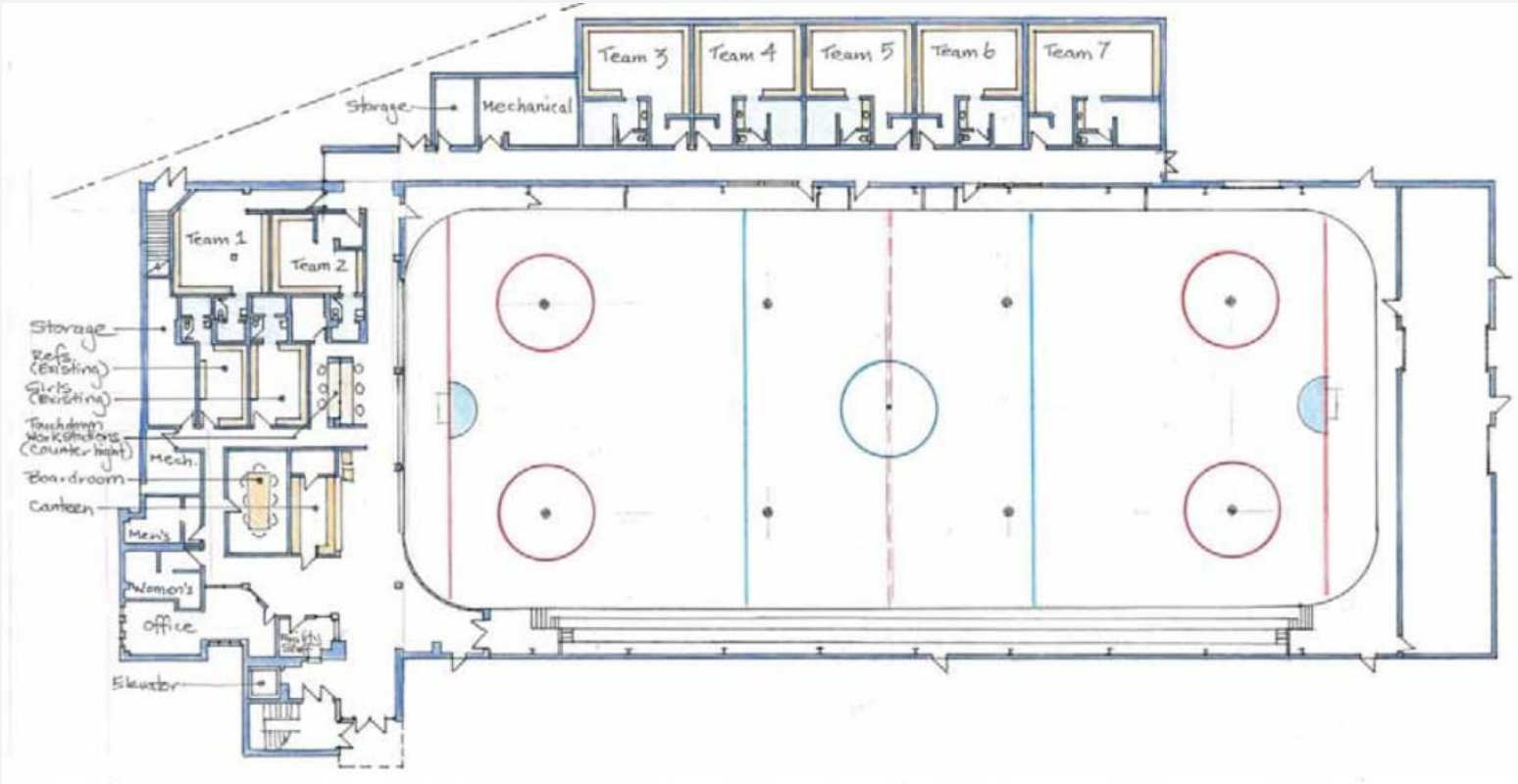


Table C-1 Tartan Hall Use November 2019

	Non-prime time use		Prime time use (6pm+)		
	Hours	Use/User	Hours	Use/User	
1	1.0	Essentrics	2.0	Marital Arts	
2			3.5	Jr. B	WE
3					WE
4	2.0	Balance for Life	2.0	Marital Arts	
5	3.0	GIAG Early Years	1.0	Essentrics	
6	2.0	Balance for Life			
	2.0	Dance class	1.5	Dance class	
7	7.5	SDG Summit	2.0	Marital Arts	
8	1.0	Essentrics			
9			3.5	Jr. B	WE
10					WE
11	2.0	Balance for Life	2.0	Marital Arts	
12	3.0	GIAG Early Years	1.0	Essentrics	
13	2.0	Balance for Life			
	2.0	Dance class	1.5	Dance class	
14	1.0	Essentrics	2.0	Marital Arts	
15	1.0	Essentrics			
16			3.5	Jr. B	WE
17					WE
18	2.0	Balance for Life	2.0	Marital Arts	
19	3.0	GIAG Early Years	1.0	Essentrics	
20	2.0	Balance for Life			
21	2.0	Dance class	1.5	Dance class	
22	1.0	Essentrics	2.0	Marital Arts	
23			3.5	Jr. B	WE
			4.0	Skate Club Movie Night	WE
24			4.0	Skate Club Paint Night	WE
25	2.0	Balance for Life	2.0	Horticultural Society	
26	3.0	GIAG Early Years	1.0	Essentrics	
27	2.0	Balance for Life			
28	2.0	Dance class	1.5	Dance class	
29	1.0	Essentrics	2.0	Marital Arts	
30			3.5	Jr. B	WE
Totals	49.5		53.5		103.0
	WE - weekend				
	no use scheduled				

Table C-2 Tartan Hall Use April 2022

	Non-prime time use		Prime time use		
	Hours	Use/User	Hours	Use/User	
1					
2					WE
3					WE
4	2.0	Balance for Life			
	6.0	Council meetings	5.0	Council meetings	
5	3.0	GIAG Early Years	2.0	Marital Arts	
6	2.0	Balance for Life			
	2.0	Dance class	1.5	Dance class	
7			2.0	Marital Arts	
8					
9	3.0	Stag & Doe	5.5	Stag & Doe	WE
10	7.0	Canoe Race	2.0	Canoe Race	WE
11	2.0	Balance for Life			
12	3.0	GIAG Early Years	2.0	Marital Arts	
13	2.0	Balance for Life			
	2.0	Dance class	1.5	Dance class	
14			2.0	Marital Arts	
15					
16			3.0	CLMHA Awards	WE
17					WE
18	6.0	Council meetings	5.0	Council meetings	
19	3.0	GIAG Early Years	2.0	Marital Arts	
20	2.0	Balance for Life			
	2.0	Dance class	1.5	Dance class	
21			2.0	Marital Arts	
22					
23			9.0	Hort Society AGM	WE
					WE
24			9.0	Canoe Race	WE
25					
26	3.0	GIAG Early Years	2.0	Marital Arts	
27	2.0	Balance for Life			
	2.0	Dance class	1.5	Dance class	
28			2.0	Marital Arts	
29	1.5	Township meeting			
30	4.0	NorWesters Museum			
Totals	59.5		60.5		120.0
	WE - weekend				
	no use scheduled				

Table C-3: Char-Lan Ice Schedule: 2019

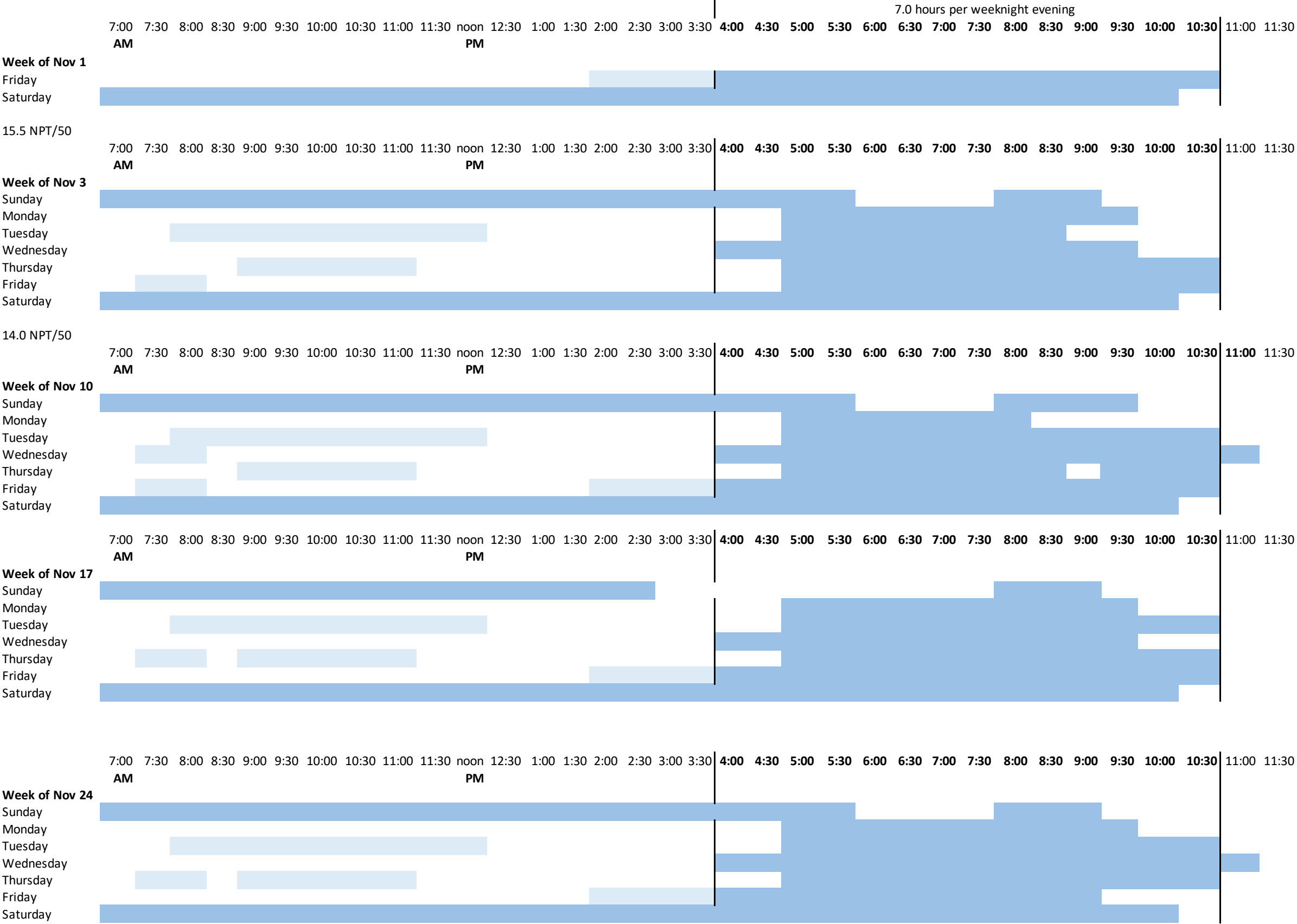


Table C-4 Char-Lan Arena Floor Use May 2019

Non-prime time use		Prime time use (6pm +)		
Hours	Use/User	Hours	Use/User	
1				
2	5.0 Bike Rodeo	2.0 Bike Rodeo		
3	6.0 Bike Rodeo			
4				WE
5				WE
6				
7	2.0 walking program	1.0 CLMSA meeting		
8	2.0 walking program	2.5 ball hockey		
	1.0 ball hockey			
9	2.0 pickleball			
10				
11				WE
12				WE
13	2.0 pickleball	0.75 Nerf Gun Mania		
14	2.0 walking program	1.0 GW Soccer coaches mtg		
15	2.0 walking program	2.5 ball hockey		
	1.0 ball hockey			
16	2.0 pickleball	1.0 CLMSA coaches meeting		
17				
18				WE
19				WE
20				
21	2.0 walking program	1.0 LTP Lacrosse		
22	2.0 walking program	2.5 ball hockey		
	1.0 ball hockey			
23	2.0 pickleball			
24				
25				WE
26				WE
27	2.0 pickleball	3.5 Air Cadets Annual		
28	2.0 walking program	4.0 Air Cadets Annual		
	3.0 Air Cadets Annual			
29	2.0 walking program	2.5 ball hockey		
	1.0 ball hockey			
30	2.0 pickleball			
31				
Totals	46.0	24.25		
WE - weekend				
	no use scheduled			

Table C-5 Martintown CC Main Hall Use November 2019

Non-prime time use		Prime time use (6pm+)		
Hours	Use/User	Hours	Use/User	
1	1.0 GT 55+ Dance Exercise	2.0 AA		
2				WE
3		9.0 Bridal Shower		WE
4	1.0 GT 55+ Exercise	2.0 Exercise class		
5	1.0 GT 55+ Yoga			
	3.5 GT 55+ Duplicate Bridge			
	2.0 Dance class	3.0 Dance class		
6	1.0 GT 55+ Exercise			
	0.5 Martintown Hort Society	4.0 Martintown Hort Society		
7	3.0 GT 55+ Shuffleboard	2.0 Bingo		
	1.0 GT Line Dancing			
8	1.0 GT 55+ Dance Exercise	2.0 AA		
9				WE
10				WE
11	1.0 GT 55+ Exercise	2.0 Exercise class		
12	1.0 GT 55+ Yoga			
	3.5 GT 55+ Duplicate Bridge			
	2.0 Dance class	3.0 Dance class		
13	1.0 GT 55+ Exercise	1.0 Exercise class		
14	3.0 GT 55+ Shuffleboard	1.0 Exercise class		
	1.0 GT Line Dancing			
15	1.0 GT 55+ Dance Exercise	2.0 AA		
16				WE
17				WE
18	1.0 GT 55+ Exercise	2.0 Exercise class		
19	1.0 GT 55+ Yoga			
	3.5 GT 55+ Duplicate Bridge			
	2.0 Dance class	3.0 Dance class		
20	1.0 GT 55+ Exercise	1.0 Marilyn		
	4.0 55+ Diners' Club			
21	3.0 GT 55+ Shuffleboard	1.0 Exercise class		
	1.0 GT Line Dancing			
22		2.0 AA		
23				WE
24				WE
25	1.0 GT 55+ Exercise	2.0 Exercise class		
26	1.0 GT 55+ Yoga			
	3.5 GT 55+ Duplicate Bridge			
	2.0 Dance class	3.0 Dance class		
27	1.0 GT 55+ Exercise	1.0 Exercise class		
28	3.0 GT 55+ Shuffleboard	1.0 Exercise class		
	1.0 GT Line Dancing			
29	1.0 GT 55+ Dance Exercise	2.0 AA		
30		13.75 Private rental		WE
Totals	58.5	64.75	123.25	
WE - weekend				
	no use scheduled			

Table C-6 Martintown CC Main Hall Use April 2022

Non-prime time use		Prime time use (6pm+)		
Hours	Use/User	Hours	Use/User	
1	2.5 Pickleball	1.5 Martintown Mill Comm		
2				WE
3				WE
4	2.5 Pickleball	2.0 Exercise class		
5	1.0 Essentrics Class			
	2.0 Dance class	3.0 Dance class		
6	2.5 Pickleball	3.5 Horticultural Society		
7	3.0 Shuffleboard	1.0 Exercise class		
	2.0 pickleball			
8	2.5 Pickleball			
9		8.0 Baby shower		WE
10				WE
11	2.5 Pickleball	1.0 Exercise class		
12	1.0 Essentrics Class			
	2.0 Dance class	3.0 Dance class		
13	2.5 Pickleball	1.0 Exercise class		
14	3.0 Shuffleboard			
	2.0 pickleball			
15	2.5 Pickleball			
16				WE
17				WE
18	2.5 Pickleball	1.0 Exercise class		
19	1.0 Essentrics Class			
	2.0 Dance class	3.0 Dance class		
	3.5 GT 55+ Duplicate Bridge			
20	2.5 Pickleball	2.0 Exercise class		
	1.0 GT 55+ Exercise			
21	3.0 Shuffleboard			
	2.0 pickleball			
22	2.5 Pickleball			
23				WE
24				WE
25	2.5 Pickleball	1.0 Exercise class		
	1.0 GT 55+ Exercise			
26	1.0 Essentrics Class			
	2.0 Dance class	3.0 Dance class		
	3.5 GT 55+ Duplicate Bridge			
27	2.5 Pickleball	2.0 Exercise class		
	1.0 GT 55+ Exercise			
28	3.0 Shuffleboard			
	2.0 pickleball			
29	2.5 Pickleball			
30		9.0 Bridal shower		WE
Totals	74.5	45.0	119.5	
WE - weekend				
	no use scheduled			

Table C.7 Martintown CC Seniors Room Use November 2019				
Non-prime time use		Prime time use (6pm+)		
Hours	Use/User	Hours	Use/User	
1	3.5 Artists Hangout	2.0 AA		
2				WE
3				WE
4	3.0 MT 55+ Bridge Party			
5	3.5 MT 55+ Duplicate Bridge			
6				
7	3.5 Artists Hangout			
8	3.5 Artists Hangout	2.0 AA		
9				WE
10				WE
11	3.0 MT 55+ Bridge Party			
12	3.5 MT 55+ Duplicate Bridge			
13				
14	3.5 Artists Hangout			
15	3.5 Artists Hangout	2.0 AA		
16				WE
17				WE
18	2.0 Martintown Hort Society			
	3.0 MT 55+ Bridge Party			
19	3.5 MT 55+ Duplicate Bridge			
20				
21	3.5 Artists Hangout			
22	3.5 Artists Hangout	2.0 AA		
23				WE
24				WE
25	3.0 MT 55+ Bridge Party			
26	3.5 MT 55+ Duplicate Bridge			
27				
28	3.5 Artists Hangout			
29	3.5 Artists Hangout	2.0 AA		
30				WE
Totals	59.5	10.0		
WE - weekend				
	no use scheduled			

Table C.8 Martintown CC Seniors Room Use April 2022				
Non-prime time use		Prime time use (6pm+)		
Hours	Use/User	Hours	Use/User	
1		1.0 confidential meeting		
2				WE
3				WE
4				
5				
6		3.5 Horticultural Society		
7	4.25 Wild & Wooly Hookers			
8		1.0 meeting		
9				WE
10				WE
11	5.0 MT 55+ Bridge Party			
12				
13				
14	4.25 Wild & Wooly Hookers			
15		1.0 meeting		
16				WE
17				WE
18	5.0 MT 55+ Bridge Party			
19	2.0 Horticultural Society			
20				
21	4.25 Wild & Wooly Hookers			
22		1.0 meeting		
23				WE
24				WE
25	5.0 MT 55+ Bridge Party			
26				
27				
28	4.25 Wild & Wooly Hookers			
29				
30		9.0 Wiliamstown Fair mtg		WE
Totals	34.0	16.5		
WE - weekend				
	no use scheduled			

Table C.10 North Lancaster Optimist Hall Use April 2022

Non-prime time use			Prime time use		
Hours	Use/User		Hours	Use/User	
1	10.0	Church Supper			
2					WE
3					WE
4					
5					
6					
7					
8					
9					WE
10					WE
11					
12					
13					
14					
15					
16					WE
17					WE
18					
19					
20	11.5	Environment meetings*	0.5	Environment meetings	
21	11.5	Environment meetings	0.5	Environment meetings	
22	11.5	Environment meetings	0.5	Environment meetings	
23			12.0	Environment meetings	WE
24			12.0	Environment meetings	WE
25	11.5	Environment meetings	0.5	Environment meetings	
26	11.5	Environment meetings	0.5	Environment meetings	
27	11.5	Environment meetings	0.5	Environment meetings	
28	11.5	Environment meetings	0.5	Environment meetings	
29	5.5	Environment meetings			
30			17.0	Hockey event	WE
	86.0		44.5		

*an emergency response group that was called in to deal with an outbreak of Avian Flu in the area
WE - weekend

no use scheduled

Table C.9 Green Valley Community Hall Use April 2022

	Non-prime time use		Prime time use		
	Hours	Use/User	Hours	Use/User	
1					
2	4.0 Family Event				WE
3					WE
4					
5					
6	2.0 Glengarry Federation of Agriculture				
7					
8	8.0 Family Reunion				
9					WE
10					WE
11					
12					
13					
14					
15					
16					WE
17	10.0 Family Event				WE
18					
19					
20	1.0 Kitchen rental		4.0 Kitchen rental		
21	1.0 Kitchen rental		4.0 Kitchen rental		
22	2.0 Kitchen rental		4.0 Kitchen rental		
23			6.0 Music lessons		WE
24					WE
25					
26					
27					
28					
29					
30					WE
	12.0		34.0		

WE - weekend

no use scheduled

Appendix D

Parks & Recreation Master Plan

Committee/Association Participation in Focus Groups/Interviews (* indicates those that participated)

Glen Walter Parks and Recreation Committee*

Bainsville Recreation Committee*

Friends of the South Lancaster Wharf*

Martintown Mill Preservation Committee*

Lancaster Optimist Club*

Martintown Cenotaph Committee*

Williamstown Cenotaph Committee

Lancaster Cenotaph Committee

Heritage Committee

Williamstown Fair Board

Williamstown Green Thumb Horticultural Society*

Martintown Horticultural Society

Friends of the Summertown Trails*

North Lancaster Optimist Club

Lancaster Legion

ATV Club* (Glendaler's Winter Sports Club)

Glengarry Snowmobile Club*

Martintown Goodtimers Association*

Glengarry Celtic Music Hall of Fame*

Bainsville Bay Citizen's Advocacy Association*

Waterfront Regeneration Trust*

South Lancaster Wharf Group*

Focus Groups for Casual/non-organized Users

Waterfront Users (#7 attended)

Recreational Trail Users of Peanut Line (12 attended)

Contacts made by email/phone (* indicates those that responded)

CMHA*

SDG Counties Library

Sir John Johnson Manor House

Friends of the Ruins

Glengarry Fencibles Trust*

User Group Survey Invitees and Participants

	Group/Organization	Responded to Survey?
1	Char-Lan Minor Hockey Association	Yes
2	Char-Lan Skating Club	Yes
3	Junior B Rebels Club	Yes
4	Char-Lan Minor Soccer	Yes
5	Glen Walter Minor Soccer	-
6	Martintown and District Goodtimers Association	Yes
7	MacCulloch School of Dance	-
8	Williamstown Green Thumb Horticultural Society	Yes
9	Martintown Horticultural Society	-
10	Glengarry Nor'Westers & Loyalist Museum	Yes
11	Friends of the Summerstown Trails	-
12	Essentrics Classes	-
13	Seaway Fitness (SD & G Fitness)	Yes
14	GIAG - EarlyON	Yes
15	Lancaster Optimist Club	Yes
16	North Lancaster Optimist Club	-
17	Lancaster Legion	-
18	Ken Sei Kai Academy of Martial Arts	Yes
19	Seaway Valley Community Health Centre	Yes
20	Glengarry Celtic Music Hall of Fame	-
21	ATV Club (user of the Peanut Line)	-
22	Glengarry Snowmobile Club - OFSC District (user of the Peanut Line)	Yes
23	Boys and Girls Club - User and Community Partner	-

Parks & Recreation Master Plan

The following email and attachment were sent from the Township to the groups listed below on January 25, 2022:

Char-Lan Minor Hockey Association
Char-Lan Skating Club
Jr B Rebels
Char-Lan Minor Soccer Association
Martintown Good Timers
Glen Walter Parks and Recrea9on Committee
Bainsville Recreation Committee
Martintown Cenotaph Committee
Lancaster and Williamstown Cenotaph Committee
Martintown Mill Preservation Committee
South Lancaster Wharf Committee
Lancaster Optimist Club
Williamstown Fair Board
MacCulloch School of Dance
Williamstown Horticultural Society
Martintown Horticultural Society
Glengarry Nor'Westers & Loyalist Museum
Friends of the Summerstown Trails
Lancaster Optimist Club
North Lancaster Optimist Club
Lancaster Legion
Seaway Valley Community Health Centre
Glengarry Celtic Music Hall of Fame
Glengarry ATV Club
Glengarry Snowmobile Club

Community Partners,

The Township of South Glengarry is embarking on a study to prepare a Parks and Recreation Master Plan. The purpose of the Plan is to provide the Township with long-term direction for the provision of parks and recreation services to community residents and visitors.

The Township has hired a consulting team to prepare the Plan, comprising Mehak, Kelly & Associates, thinc design and Oraclepoll Research. The study process includes a broad-based consultation program, reflecting the Township's interest in extensive community participation in preparing the Master Plan.

As part of the consultation process, there is an online survey that is now available until Monday, February 7. This survey is for resident households, if you would be able to forward this to your members, it would be greatly appreciated. I have provided the link below to complete the survey. I have also attached a poster to advertise the survey, if you are a community partner that has a facility that will be open to the public as of next week, please feel free to post.

South Glengarry Parks and Recrea9on Master Plan | South Glengarry Parks and Rec Plan (sg-parksandrecplan.ca)

Lastly, there will be a separate survey for groups and organizations in the Township and the consultants will be in touch with you in the coming weeks in order to understand your needs to sustain/grow your programs and services.

Thank you.



Parks & Recreation Master Plan

The following email and attachment were sent from the General Manager of Parks, Recreation and Culture to the groups listed below on January 31, 2022, with a follow-up/reminder on February 7, 2022:

Char-Lan Minor Hockey Association

Char-Lan Skating Club

Jr B Rebels

Char-Lan Minor Soccer Association

Martintown Good Timers

MacCulloch School of Dance

Williamstown Horticultural Society

Martintown Horticultural Society

Glengarry Nor'Westers & Loyalist Museum

Friends of the Summerstown Trails

Essentrics Classes (Heather Hughes)

Seaway Fitness

Early ON

Lancaster Optimist Club

North Lancaster Optimist Club

Lancaster Legion

Martial Arts

Seaway Valley Community Health Centre

Glengarry Celtic Music Hall of Fame

Glengarry ATV Club

Glengarry Snowmobile Club

Boys and Girls Club

Good afternoon,

The Township of South Glengarry is preparing a Parks and Recreation Master Plan, which

will serve to guide the planning of programs, activities and special events, indoor and outdoor recreation facilities, and parks owned by the municipality, over the next ten years. The firms Mehak, Kelly & Associates and thinc design have been engaged to conduct the study, an essential part of which is community consultation. The Township is requesting sports, recreation, arts and heritage

groups that serve South Glengarry residents to contribute to the study.

This letter has been sent to this email address using the most recent contact information available for your organization. If you are not the correct contact person and we should be directing it to someone else, please email Mary Catherine Mehak at mc@mehak-kelly.com, with current contact information.

The following link leads to a survey designed to gather information on your group's needs and interests in providing services to the community: <https://www.surveymonkey.com/r/SGGroupSurvey>.

We are requesting you to complete it on behalf of your group. If you have questions or concerns about the project, please feel free to contact me. Please respond by Thursday, February 10, 2022. Thank you for participating in the Master Plan study.

Appendix E

DESIGN GUIDELINES FOR OFF LEASH AREAS

Off-leash areas have their own unique design and maintenance considerations to ensure a safe, attractive and practical space for dogs and dog owners. While each space is unique and must be assessed for its own merits in regards to its ability to successfully host an off-leash area, the following recommendations are based on best practices employed throughout the world.

FENCING AND ENTRANCES



Not all off-leash areas (OLA) need to be fenced. However, for leash-free areas in more urban or high activity parks, fencing should be considered.

- Use high quality latches that can withstand repeated use with minimal maintenance. Latches should also be quiet (especially around residential areas)
- Use a double gated system at all entrances and exits
- Use 1.5 metre (5') high steel fencing
- Provide a concrete pad at all entry/exit points

AMENITIES



A wide number of amenities should be considered in off-leash areas to improve accessibility and the experience for both dogs and their owners.

- Install dog agility equipment
- Accommodate a Small/Shy Dog Area
- Provide an accessible pathway to and within the off-leash area
- Provide recycling, garbage and green bins outside main entry/exits
- Provide accessible seating away from entrances and exits
- Provide by-law signage within OLA and prior to entry

LIGHTING



Lighting increases safety and extends the hours when OLAs can be used in the winter. Lighting should address issues regarding access, safety, environmental impacts, and community concerns.

- Provide user activated lights at entrance(s) to allow lights to turn off when not in use
- Use solar lighting if no electrical service exists
- Provide lighting along paved pathway within OLA
- Ensure lighting does not impact adjacent residences or encourage noise or illicit activities after hours

SURFACING AND DRAINAGE



Appropriate selection of surfacing is critical from a number of perspectives including maintenance, drainage, health, dog and human comfort, accessibility, safety and cost. Ideally an off-leash area will use more than one surface and will be selected based on site characteristics.

- Provide a minimum of 2% slope to ensure positive drainage and avoid pooling (mud)
- Use multiple surface types, select type based on level of use and budget
- Use durable fescue mix where level of use permits
- Use wood chips or engineered wood fibre in well drained, sunny locations
- Avoid gravel or crushed granite surfaces except in poorly drained locations or small, high intensity use areas

WATER



Water should be provided for: drinking (both dogs and humans); play for dogs; and irrigation (surface dependent). All the water recommendations are dependent on having access to water service and require the installation of gravel/concrete pad at the water source to prevent puddling and erosion.

- Provide an accessible multi-tier drinking fountain
- Install spray feature for cooling and play
- Install irrigation if using crushed granite surfacing to rinse urine and reduce dust

SHADE



Shade is important for both dogs and humans by way of trees and/or shade structures with special consideration required for long-term tree health:

- Provide a minimum 20% shade coverage within off-leash area
- Protect trees within off-leash area (fencing) to prevent dogs from accessing tree
- Install a shade structure (open on all sides) if tree planting is not possible



STAFF REPORT

S.R. No. 119-2022

PREPARED BY: Tim Mills, Chief Administrative Officer

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: August 2, 2022

SUBJECT: Cornwall Electric LED Street Light Conversion

BACKGROUND:

1. The Township of South Glengarry and Cornwall Electric have discussed the conversion of the streetlights in South Glengarry currently owned by Cornwall Electric to LED fixtures for several years.
2. There are 372 streetlights in South Glengarry that are owned by Cornwall Electric. Cornwall Electric has agreed to sell the streetlights to the Township, at which point they may be converted to LED fixtures.
3. The proposed agreement provided to the Township includes an inventory of the Cornwall Electric Street Light infrastructure in South Glengarry.

ANALYSIS:

4. The cost for this project is the responsibility of the Township. The estimated cost to convert to LED fixtures that are similar to the current fixtures is approximately \$224,000.00.
5. The estimated savings in energy are over 74% per year. This is consistent with, if not better than, the savings that were realized with the LED conversion completed in the Hydro One service area.
6. The current operating costs for the streetlights are over \$98,000.00 per year and increasing due to inflation and labour costs.
7. With the anticipated savings, the pay back on the Capital Investment would be realized within the first 3 years.
8. Agreements to proceed with the project are attached to this report for Council's consideration and approval, which includes:
 - Asset Purchase Agreement

- General Conveyance and Assumption of Liabilities Agreement
- Agreement for Use of Poles
- Agreement for Municipal Equipment Attachments to Bell Canada Poles

9. Once this is approved by Council, an RFP will be issued for the completion of the project.

IMPACT ON 2022 BUDGET:

10. This project will require approximately \$224,000 from reserves, to be replenished over 3 years. Fees will remain the same until the reserves have been replenished.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in infrastructure and its sustainability

Goal 3: Strengthen the effectiveness and efficiency of our organization

Goal 4: Improve quality of life in our community.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 119-2022 be received and that the Corporation of the Township of South Glengarry enters into an agreement with Cornwall Street Railway Light and Power Company Limited for the purchase of streetlight fixtures;

THAT the Corporation of the Township of South Glengarry enters into an agreement with Bell Canada for municipal equipment attachments to Bell Canada poles;

AND FURTHERMORE that the Mayor and Clerk be authorized to sign all applicable documents.

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

ASSET PURCHASE AGREEMENT

CORNWALL STREET RAILWAY LIGHT AND POWER COMPANY LIMITED,

- and -

CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY,

August 5, 2022

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT made the 5th day of August, 2022,

BETWEEN:

**CORNWALL STREET RAILWAY LIGHT AND
POWER COMPANY LIMITED,**

a corporation existing under the laws of
the Province of Ontario,

(hereinafter referred to as “**Seller**”),

- and -

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

a municipal corporation existing under the laws of
the Province of Ontario,

(hereinafter referred to as “**Purchaser**”).

WHEREAS Seller wishes to sell to Purchaser and Purchaser wishes to purchase from Seller all of the Purchased Assets, on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the Parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

“**Assumed Liabilities**” has the meaning set out in Section 2.2(a);

“**Authorization**” means, with respect to any Person, property, transaction or event, any order, permit, approval, consent, waiver, licence, certificate, qualification, registration or similar authorization of any Governmental Authority having jurisdiction over such Person or its property;

“**Authorized Third Party**” has the meaning set out in Section 6.4(c);

“**Bankruptcy and Equity Exceptions**” means, collectively, (i) bankruptcy, insolvency, moratorium, reorganization and other Laws relating to or affecting the enforcement of

creditors' rights generally and (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court;

"Bell" means Bell Canada;

"Bell Joint Use Poles" means all Joint Use Poles owned by Bell;

"Business Day" means any day, other than a Saturday, Sunday or statutory holiday in the Province of Ontario, on which commercial banks in Toronto, Ontario are open for business;

"Change Request Notice" has the meaning set out in Section 6.2(a);

"Change Request Response" has the meaning set out in Section 6.2(b);

"Closing" means the closing of the transactions contemplated hereby;

"Closing Date" means the date hereof;

"Closing Deliveries" means the documents described in Sections 7.2 and 7.3 to be delivered by or on behalf of Seller and Purchaser, respectively;

"Constating Documents" of any Entity means, as applicable, the articles, by-laws, partnership agreement, limited partnership agreement, limited liability company agreement, operating agreement, shareholders agreement or other governing or constitutional document of such Entity;

"Contract" means any legally binding agreement, indenture, contract, lease, deed of trust, licence, option, instrument or other commitment, whether written or oral;

"Entity" means a Person other than an individual;

"ETA" means Part IX of the *Excise Tax Act* (Canada);

"Franchise Agreement" means the franchise agreement dated as of October 8, 1985 between the Corporation of the Township of Charlottenburgh (a predecessor in interest of Purchaser) and Seller, as amended by an amending agreement dated as of March 9, 1998;

"Governmental Authority" means any domestic, foreign or multinational (a) federal, provincial, state, territorial, municipal, local, Aboriginal or other government, (b) any governmental or quasi-governmental authority of any nature, including any governmental ministry, agency, branch, department, court, commission, board, tribunal, bureau or instrumentality, (c) any body exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature or (d) any stock exchange;

"GST" means all Taxes payable under the ETA (including, for greater certainty, the harmonized sales tax), or under any other provincial legislation similar to the ETA, and any reference to a specific provision of the ETA or any such provincial legislation shall refer to any successor provision thereto of like or similar effect;

“Joint Use Poles” means all poles to which one or more Purchased Assets is attached that are not used exclusively to support such Purchased Assets;

“Laws” means all applicable federal, provincial, state, regional, territorial, municipal, local or Aboriginal laws, statutes, treaties, codes or ordinances, whether domestic or foreign, of any Governmental Authority of competent jurisdiction, including applicable Regulations, Orders and stock exchange rules or policies;

“Maintenance Request Notice” has the meaning set out in Section 6.4(b);

“Orders” means all applicable judgments, orders, writs, injunctions, rulings, decisions, decrees, awards, assessments and binding directives, protocols, policies, standards and guidelines having the force of law rendered by any Governmental Authority;

“Parties” means Seller and Purchaser, and **“Party”** means Seller or Purchaser;

“Person” shall be construed broadly and includes any individual, corporation, legal person, partnership, firm, joint venture, syndicate, association, trust, trustee, limited liability company, unincorporated organization, trust company, Governmental Authority or any other form of entity or organization;

“Purchase Price” has the meaning set out in Section 3.1;

“Purchased Assets” has the meaning set out in Section 2.1;

“Regulations” means all regulations, rules and other statutory instruments having the force of law promulgated under or pursuant to any Laws;

“Sales Taxes” means any GST, harmonized sales tax, retail sales tax or similar Tax imposed by the Canadian government or by any provincial or territorial government;

“Seller Joint Use Agreement” means the joint use agreement dated as of the Closing Date between Seller and Purchaser in respect of all Purchased Assets that are attached to Seller Joint Use Poles;

“Seller Joint Use Poles” means all Joint Use Poles owned by Seller;

“Seller Poles” means all poles owned by Seller to which one or more Purchased Assets is attached;

“Tax Act” means the *Income Tax Act* (Canada);

“Taxes” means any federal, provincial, territorial, state or local income, goods and services, harmonized sales, value added, corporation, land transfer, licence, payroll, excise, sales, use, capital, withholding or other tax, levy, duty, assessment, reassessment or other charge of any kind whatsoever, whether direct or indirect, including any interest and penalty or other addition to or on any of the foregoing, whether disputed or not, imposed by a Governmental Authority, and for greater certainty includes Canada Pension Plan, Québec Pension Plan and employment insurance premiums; and

“Time of Closing” means 10:00 a.m. (Eastern time) on the Closing Date, or such other time on the Closing Date as Seller and Purchaser may agree.

1.2 Rules of Construction

Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:

- (a) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- (b) references to an “Article”, “Section” or “Exhibit” followed by a number or letter refer to the specified Article or Section of or Exhibit to this Agreement;
- (c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders;
- (e) the word “including” is deemed to mean including without limitation and grammatical variations have corresponding meanings;
- (f) any reference to any Contract (including this Agreement) means such Contract as amended, modified, replaced or supplemented from time to time;
- (g) all dollar amounts refer to Canadian dollars;
- (h) any reference in this Agreement to any statute includes all Regulations and subordinate legislation made under or in connection with that statute, in any case as the same may be amended, modified, replaced or supplemented from time to time;
- (i) any time period within which a payment is to be made or other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and
- (j) whenever any payment is required to be made, action is required to be taken or period of time is to expire on a day other than a Business Day, such payment shall be made, action shall be taken or period shall expire on the next following Business Day.

1.3 Entire Agreement

This Agreement and the Seller Joint Use Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions,

express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein or therein.

1.4 Time of Essence

Time shall be of the essence of this Agreement.

1.5 Governing Law and Submission to Jurisdiction

(a) This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.

(b) Each of the Parties irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

1.6 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner materially adverse to a Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

1.7 Schedules

The following Schedules are attached to and form part of this Agreement:

Schedule 2.1 - Purchased Assets

ARTICLE 2 PURCHASE AND SALE

2.1 Purchased Assets

Subject to the terms and conditions of this Agreement, at the Time of Closing Seller shall sell, assign and transfer to Purchaser and Purchaser shall purchase from Seller all of the streetlight fixtures described in Schedule 2.1 (collectively, the “**Purchased Assets**”).

2.2 Assumption of Certain Liabilities by Purchaser

(a) Subject to the provisions of this Agreement, Purchaser agrees to assume, pay, satisfy, discharge, perform and fulfil, from and after the Time of Closing, all obligations and liabilities of Seller relating to the Purchased Assets arising from and after the Closing Date and not arising from or related to any matter, thing or default existing at or prior to the Closing Date,

or otherwise attributable to any period ending on or before the Closing, including, without limitation all obligations of Seller relating to the Purchased Assets arising pursuant to the Franchise Agreement (collectively, the “**Assumed Liabilities**”).

- (b) All liabilities of Seller that are not Assumed Liabilities are to be retained by Seller.

ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

The consideration payable by Purchaser to Seller for the Purchased Assets exclusive of all applicable Sales Taxes and transfer Taxes is \$14,739, together with the assumption of the Assumed Liabilities (collectively, the “**Purchase Price**”).

3.2 Payment of Purchase Price

The Purchase Price will be paid and satisfied at the Time of Closing as follows:

- (a) Purchaser shall pay by wire transfer of immediately available funds to Seller, an amount equal to \$14,739; and
- (b) Purchaser shall assume the Assumed Liabilities.

3.3 Transfer Taxes

Purchaser shall be liable for and shall pay directly to the appropriate Governmental Authority or Seller, as the case may be, all Sales Taxes, transfer Taxes and all other duties, fees or other like charges of any jurisdiction properly payable by Purchaser in connection with the transfer of the Purchased Assets by Seller to Purchaser. Any amounts paid by Purchaser to Seller under this Section 3.3 shall be remitted by Seller to the appropriate Governmental Authority as soon as possible after the receipt of such amount by Seller.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser as follows and acknowledges that Purchaser is relying on such representations and warranties in connection with its purchase of the Purchased Assets:

4.1 Organization

Seller is validly existing under the Laws of the Province of Ontario and has the corporate power to own the Purchased Assets and to enter into this Agreement and the Seller Joint Use Agreement and to perform its obligations hereunder and thereunder.

4.2 Authorization

This Agreement has been duly authorized, executed and delivered by Seller and is a legal, valid and binding obligation of Seller, enforceable against Seller by Purchaser in accordance with its terms, except as enforcement may be limited by the Bankruptcy and Equity Exceptions.

4.3 No Other Agreements to Purchase

No Person other than Purchaser has any written or oral agreement or option or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option or right or privilege for the purchase or acquisition from Seller of any of the Purchased Assets.

4.4 No Violation

Neither the execution and delivery by Seller of this Agreement, the Seller Joint Use Agreement and other Closing Deliveries to which Seller is a party nor the consummation of the transactions herein and therein provided for will result in the material breach or material violation of any of the provisions of, or constitute a material default under, or conflict materially with or cause the acceleration of any obligation of Seller under: (a) any provision of the Constatng Documents or resolutions of the board of directors (or any committee thereof), shareholders, members, partners or limited partners of Seller; (b) any Contract, (c) any Order; or (d) any applicable Laws.

4.5 Title to Property

Seller is the sole beneficial owner of all of the Purchased Assets comprising personal property to be conveyed by it to Purchaser pursuant to this Agreement. Seller has good and marketable title to all of such Purchased Assets.

4.6 Residency

Seller is not a non-resident of Canada for the purposes of the Tax Act.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows and acknowledges and confirms that Seller is relying on such representations and warranties in connection with its sale of the Purchased Assets:

5.1 Organization

Purchaser is a municipal corporation validly existing under the Laws of the Province of Ontario and has the corporate power to enter into this Agreement and the Seller Joint Use Agreement and to perform its obligations hereunder and thereunder.

5.2 Authorization

This Agreement has been duly authorized, executed and delivered by Purchaser and is a legal, valid and binding obligation of Purchaser, enforceable against Purchaser by Seller in accordance with its terms, except as enforcement may be limited by the Bankruptcy and Equity Exceptions.

5.3 No Violation

Neither the execution and delivery by Purchaser of this Agreement and the Seller Joint Use Agreement nor the consummation of the transactions herein and therein provided for will result in the material violation of, or constitute a material default under, or materially conflict with or cause the acceleration of any obligation of Purchaser under: (a) any Contract to which Purchaser is a party or by which it is bound; (b) any provision of the Constatng Documents or resolutions of the board of directors (or any committee thereof), shareholders, members, partners or limited partners of Purchaser; (c) any Order; or (d) any applicable Law.

5.4 Consents and Approvals

There is no requirement for Purchaser to make any filing with, give any notice to or obtain any Authorization of, any Governmental Authority as a condition to the lawful consummation of the transactions contemplated by this Agreement.

ARTICLE 6 COVENANTS AND ACKNOWLEDGEMENTS

6.1 Bell Joint Use Agreement

Purchaser acknowledges that Bell will require a joint use agreement with respect to the Bell Joint Use Poles and agrees that Purchaser will be solely responsible for negotiating and entering into such joint use agreement.

6.2 Changes to Purchased Assets

(a) Purchaser shall provide written notice (a “**Change Request Notice**”) to Seller prior to changing any streetlight fixtures (including, for certainty, the Purchased Assets) attached to any pole owned by an electric utility (including, for certainty, the Seller Poles). Each Change Request Notice shall identify the specific fixtures which Purchaser is proposing to change and, to the extent that any such change includes replacement of the arm(s) of a fixture, shall either authorize Seller to select a professional engineer to prepare a stamped design or include a stamped design from a professional engineer selected by Purchaser. Seller shall have the right to review and approve any stamped design from a professional engineer selected by Purchaser.

(b) Seller shall provide a written response (a “**Change Request Response**”) to Purchaser within 10 Business Days of receipt of any Change Request Notice. The Change Request Response shall either include an acceptance or rejection of the proposed change or set out an estimated timeline for a final decision to be made.

6.3 Replacements of Components of Purchased Assets

(a) Purchaser shall not replace any luminaire or ballast forming part of any Purchased Asset that is attached to any Seller Pole without the prior written consent of Seller.

(b) Purchaser shall not replace any luminaire or ballast forming part of any Purchased Asset that is attached to any Bell Joint Use Pole without providing prior written notice to Seller.

6.4 Servicing and Maintenance of Purchased Assets

(a) Purchaser shall be responsible for all servicing and maintenance of the Purchased Assets including, for certainty, those Purchased Assets that are attached to Seller Poles. Purchaser acknowledges that Seller shall not have any further obligations relating to the Purchased Assets arising pursuant to the Franchise Agreement, which obligations are, for certainty, Assumed Liabilities.

(b) Purchaser shall provide written notice (a “**Maintenance Request Notice**”) to Seller prior to initiating any servicing or maintenance of any Purchased Asset that is attached to a Seller Pole. The Maintenance Request Notice shall identify the specific Purchased Assets for which servicing or maintenance is required and the third party contractor that will perform the servicing and maintenance. Seller shall have the right to approve the third party service contractor in accordance with the *Occupational Health & Safety Act* (Ontario) and the Regulations promulgated thereunder (including, for certainty, the Utility Electrical Safety Rules (UESR) referenced in the Construction Projects Regulation 213/91 and the Industrial Establishments Regulation 851) and any other Law (electrical or otherwise) that may apply.

(c) Seller hereby approves EARTH Corporation (the “**Authorized Third Party**”) as a third-party contractor retained by Purchaser to perform any servicing or maintenance work on Purchased Assets that are attached to a Seller Pole. This approval is granted with the expectation that all work performed is undertaken, completed and supervised by the Authorized Third Party in a safe manner and Purchaser shall not be entitled to retain a different third party contractor without the prior written consent of Seller. This approval also does not constitute approval by Seller of the Authorized Third Party’s safety policies or compliance with safety standards and regulations.

ARTICLE 7 CLOSING

7.1 Transfer

Subject to compliance with the terms and conditions hereof, the transfer of possession of the Purchased Assets shall take effect as at the Time of Closing. The Closing shall take place electronically at the Time of Closing. Unless otherwise agreed, all closing transactions shall be deemed to have occurred simultaneously.

7.2 Closing Deliveries by Seller

At the Closing, Seller shall deliver or cause to be delivered to Purchaser, each in form and substance satisfactory to Purchaser, acting reasonably:

- (a) customary deeds, assignments, bills of sale and other conveyancing documents, in form and substance acceptable to Purchaser and Seller, each acting reasonably, sufficient to transfer the various categories of Purchased Assets described in Section 2.1;
- (b) a counterpart to each of this Agreement and the Seller Joint Use Agreement, executed by Seller;
- (c) a receipt for the Purchase Price; and

- (d) all other documents required to be delivered by Seller to Purchaser pursuant to this Agreement or reasonably necessary to give effect to the transactions contemplated hereby.

7.3 Closing Deliveries by Purchaser

At the Closing, Purchaser shall deliver or cause to be delivered to Seller, each in form and substance satisfactory to Seller, acting reasonably:

- (a) a counterpart to each of this Agreement and the Seller Joint Use Agreement, executed by Purchaser;
- (b) the Purchase Price;
- (c) a receipt for the Purchased Assets acknowledging the purchase of the Purchased Assets pursuant to this Agreement;
- (d) an instrument of assumption of the Assumed Liabilities, in form and substance acceptable to Seller and Purchaser, each acting reasonably; and
- (e) all other documents required to be delivered by Purchaser to Seller pursuant to this Agreement or reasonably necessary to give effect to the transactions contemplated hereby.

ARTICLE 8 MISCELLANEOUS

8.1 Notices

(a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by email or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

- (i) if to Seller:

Cornwall Street Railway Light and Power Company Limited

1001 Sydney Street
Cornwall, Ontario K6H 3K1

Attention: Jackie Baird
Email: jackie.baird@cornwallelectric.com

with a copy (which shall not constitute notice) to:

FortisOntario Inc.
P.O. Box 1218
1130 Bertie Street
Fort Erie, ON L2A 5Y2

Attention: Craig David
Email: craig.david@fortisontario.com

and to:

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Attention: Peter Martorelli
Email: pmartorelli@dwvpv.com

(ii) if to Purchaser:

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

Attention: Kelli Campeau
Email: kcampeau@southglengarry.com

with a copy (which shall not constitute notice) to:

Attention: Tim Mills
Email: tmills@southglengarry.com

(b) Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day or if delivery or transmission is made on a Business Day after 5:00 p.m. at the place of receipt, then on the next following Business Day) or, if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid.

(c) Either Party may at any time change its address for service from time to time by giving notice to the other Party in accordance with this Section 8.1.

8.2 Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be binding on either Party unless consented to in writing by such Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

8.3 Assignment

No Party may assign any of its rights or benefits under this Agreement, or delegate any of its duties or obligations, except with the prior written consent of the other Party.

8.4 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the Parties and, where the context so permits, their respective successors and permitted assigns.

8.5 Expenses

The Purchaser will reimburse the reasonable out-of-pocket costs and expenses incurred by the Seller in connection with the negotiation, preparation, execution and delivery of this Agreement, the agreements contemplated herein (including, for certainty, the Seller Joint Use Agreement) and the transactions contemplated hereby and thereby, up to a maximum of \$30,000, including the reasonable fees and expenses of legal counsel, financial advisors, brokers, accountants, consultants and other professional advisors. Such costs and expenses will be paid promptly by the Purchaser following the delivery of an invoice by the Seller.

8.6 Consultation

The Parties shall consult with each other before issuing any press release or making any other public announcement with respect to this Agreement or the transactions contemplated hereby and, except as required by applicable Law, the Parties shall not issue any such press release or make any such public announcement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

8.7 Conflicts

In the event of a conflict or inconsistency between the application of any of the provisions of this Agreement and the application of any of the provisions of the Seller Joint Use Agreement, the provisions giving the Seller greater rights or remedies shall govern (to the maximum extent permitted by applicable Law).

8.8 Further Assurances

Each of the Parties shall, at all times after the Closing Date and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered, at the expense of the requesting Party, all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement, including such other instruments of sale, transfer, conveyance, assignment, confirmation, certificates and other instruments as may be reasonably requested in order to more effectively transfer, convey and assign the Purchased Assets and to effectuate the transactions contemplated herein.

8.9 Counterparts

This Agreement and any document contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including, without limitation, in electronic form and/or with electronic signatures), with the same effect as if all parties had executed and delivered the same Agreement or document, and all counterparts shall be construed together to be an original and will constitute one and the same Agreement or document.

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IN WITNESS WHEREOF this Agreement has been executed by the Parties on the date first above written.

SELLER:

**CORNWALL STREET RAILWAY LIGHT
AND POWER COMPANY LIMITED**

by _____

Name:

Title:

Name:

Title:

PURCHASER:

**CORPORATION OF THE TOWNSHIP
OF SOUTH GLENGARRY**

by _____
Name:
Title:

Name:
Title:

SCHEDULE 2.1
PURCHASED ASSETS

Purchaser shall own all street lighting fixtures described in the attached table, including without limitation, all connectors, wires, inline fuse/disconnect (HOMAC) with cartridge fuses, arms (10' tapered elliptical aluminum bracket), and HPS light Cobra head and bulb.

TWP OF SOUTH GLENGARRY
STREET LIGHTS List of locations

376

TOTAL																									
		56	2	233	77	3	1	0	0	1	2	1	0												
POLE GIS ID#	POLE HEIGHT	POLE YEAR	POLE OWNERSHIP	LOCATION		175 MV	250 MV	100 HPS	150 HPS	250 HPS	300 HPS	400 HPS	54 LED	72 LED	90 LED	128 LED	150 LED	LIGHT GIS ID#	FIX TYPE	ARM LENGTH	FIX YEAR	PRIMARY ON POLE	SECONDARY ON POLE	GUYING ON POLE	EQUIP. ON POLE
P436192	45	1999	FORTIS		COUNTY ROAD 27 & HAY ROAD		1											LT436190	COBRA			Y	Y	Y	
P433778	50	2006	BELL	18232	TYOTOWN ROAD			1										LT434824	COBRA	10'		Y	Y		TRANSF.
P433779	50	2006	BELL	18242	TYOTOWN ROAD			1										LT434825	COBRA	10'	1984	Y	Y		
P433780	45	2006	BELL	18256	TYOTOWN ROAD			1										LT434834	COBRA	10'	1984	Y	Y		TRANSF.
P492436	50	2020	BELL	1	HAMILTON ISLAND				1									LT438337	COBRA	8'		Y	Y	Y	TRANSF.
P452589	40	1962	BELL	2	HAMILTON ISLAND	1												LT438340	COBRA	8'			Y	Y	
P438345	40	1962	BELL	7	HAMILTON ISLAND	1												LT438347	COBRA	8'		Y	Y	Y	
P438438	40	1962	BELL	12	HAMILTON ISLAND			1										LT438440	COBRA	8'		Y	Y	Y	
P438442	40	1962	BELL	18	HAMILTON ISLAND			1										LT438446	COBRA	8'		Y	Y		
P438454	40	1962	BELL	23	HAMILTON ISLAND	1												LT438455	COBRA	8'		Y	Y		
P438456	40	1962	BELL	28	HAMILTON ISLAND	1												LT438458	COBRA	8'		Y	Y		
P438814	45	2008	BELL	32	HAMILTON ISLAND			1										LT438468	COBRA	8'		Y	Y	Y	TRANSF.
P439244	35	1957	FORTIS	36	HAMILTON ISLAND	1												LT438469	COBRA	8'			Y	Y	
P452573	45	2016	BELL	39	HAMILTON ISLAND	1												LT438471	COBRA	8'		Y	Y		TRANSF.
P438475	40	1997	BELL	46	HAMILTON ISLAND			1										LT492065	COBRA	8'		Y	Y	Y	
P438476	40	1961	BELL	52	HAMILTON ISLAND				1									LT438477	COBRA	8'		Y	Y		TRANSF.
P487230	40	2019	BELL	56	HAMILTON ISLAND			1										LT454893	COBRA	8'	2000	Y	Y		
P438485	40	1962	BELL	61	HAMILTON ISLAND			1										LT438484	COBRA	8'	2000	Y	Y		
P438491	40	1962	BELL	65	HAMILTON ISLAND			1										LT454861	COBRA	8'	2007	Y	Y	Y	
P438497	40	1996	BELL	70	HAMILTON ISLAND			1										LT438499	COBRA	8'		Y	Y	Y	
P438498	40	1962	BELL	72	HAMILTON ISLAND			1										LT438503	COBRA	8'		Y	Y	Y	
P438504	40	1960	BELL	76	HAMILTON ISLAND	1												LT438507	COBRA	8'		Y	Y		
P438821	40	1968	BELL	78	HAMILTON ISLAND			1										LT438506	COBRA	8'			Y	Y	
P431986	40	2000	FORTIS	6268	PURCELL ROAD			1										LT435555	COBRA	10'	1988	Y	Y	Y	
P431984	45	2014	FORTIS	6299	PURCELL ROAD			1										LT435554	COBRA	10'	1988	Y	Y		TRANSF.
P431982	45	2014	FORTIS	6311	PURCELL ROAD				1									LT435553	COBRA	10'	1988	Y	Y		TRANSF.
P431954	45	2014	FORTIS	6321	PURCELL ROAD			1										LT435552	COBRA	10'	1988	Y	Y	Y	SW
P431953	45	2014	FORTIS	6325	PURCELL ROAD			1										LT435551	COBRA	10'	1988	Y	Y		
P431951	45	2007	FORTIS	6329	PURCELL ROAD			1										LT435550	COBRA	10'	1988	Y	Y		TRANSF.
P431949	45	2011	FORTIS	6335	PURCELL ROAD (SOUTH)			1										LT435549	COBRA	10'	1988	Y	Y	Y	
P431946	45	1998	FORTIS	6355	PURCELL ROAD	1												LT435548	DD			Y	Y	Y	SW
P431945	45	2014	FORTIS	6359	PURCELL ROAD	1												LT435547	DD			Y	Y	Y	
P453801	45	2014	FORTIS	6369	PURCELL ROAD	1												LT435546	DD			Y	Y		TRANSF.
P431944	45	2014	FORTIS	6379	PURCELL ROAD			1										LT454137	COBRA	10'	2014	Y	Y		
P431943	45	2014	FORTIS	6397	PURCELL ROAD	1												LT435544	DD			Y	Y	Y	
P431942	45	2014	FORTIS	6403	PURCELL ROAD	1												LT435543	DD			Y	Y		
P431941	45	2014	FORTIS	6401	PURCELL ROAD	1												LT435542	DD			Y	Y		TRANSF.
P432165	50	1994	BELL	6702	PURCELL ROAD				1									LT435447	COBRA	12	1996	Y	Y	Y	
P432166	50	1994	BELL	6706	PURCELL ROAD				1									LT435448	COBRA	12	1996	Y	Y		
P432167	50	1994	BELL	6708	PURCELL ROAD				1									LT435449	COBRA	12	1996	Y	Y	Y	TRANSF.
P432168	50	1994	BELL	6712	PURCELL ROAD				1									LT435450	COBRA	12	1996	Y	Y		
P432171	50	1994	BELL	6714	PURCELL ROAD				1									LT435451	COBRA	12	1995	Y	Y		
P432172	50	1994	BELL	6722	PURCELL ROAD				1									LT435453	COBRA	12	1995	Y	Y	Y	TRANSF./SW
P432173	50	1994	BELL	6724	PURCELL ROAD				1									LT435454	COBRA	12	1995	Y	Y		
P432174	50	2011	BELL	6730	PURCELL ROAD				1									LT435455	COBRA	12	1995	Y	Y		
P423419	50	2011	BELL	6736	PURCELL ROAD				1									LT423418	COBRA	12	1995	Y	Y		TRANSF./SW
P433946	45	2001	BELL	6738	PURCELL ROAD				1									LT433951	COBRA	12	1995	Y	Y	Y	
P423033	50	2001	FORTIS		PURCELL ROAD & COUNTY ROAD 2				1									LT423034	COBRA	10	1995	Y	Y	Y	
P423421	50	2016	FORTIS	18259	COUNTY ROAD 2					1								LT465795	COBRA	10	2016	Y	Y	Y	TRANSF.
P423425	45	2007	FORTIS	18279	COUNTY ROAD 2			1										LT423483	COBRA	12	1998	Y	Y		
P423576	50	2012	FORTIS	18322	COUNTY ROAD 2				1									LT423522	COBRA	6		Y	Y	Y	SW
P423434	45	2012	FORTIS	18299	COUNTY ROAD 2			1										LT423871	COBRA	8	2003	Y	Y		
P423435	45	2000	FORTIS	18305	COUNTY ROAD 2				1									LT494477	COBRA			Y	Y	Y	TRANSF.
P423437	50	1996	FORTIS	18307	COUNTY ROAD 2				1									LT423465	COBRA	10	1996	Y	Y	Y	SW
P423438	50	2000	FORTIS	18314	COUNTY ROAD 2				1									LT423460	COBRA	10		Y	Y	Y	TRANSF.
P423439	55	2000	FORTIS	18321	COUNTY ROAD 2				1									LT423459	COBRA	10		Y	Y	Y	
P423454			FORTIS	18335	COUNTY ROAD 2	1												LT423950	DD				Y	Y	
P423625	40	2001	FORTIS	6895	LAWRENCE			1										LT423634	COBRA	8	1995	Y	Y		
P423624	40	2001	FORTIS	6891	LAWRENCE			1										LT423635	COBRA	8	1995	Y	Y		
P423608	45	1996	FORTIS		LAWRENCE & KILKENNY ST.			1																	

P423614	45	1996	FORTIS	6656	LAWRENCE			1									LT423617	COBRA	8	1995	Y	Y		TRANSF.
P423580	40		FORTIS	18317	KILKENNY ST.			1									LT454889	COBRA	8	1995	Y	Y	Y	
P481170	45	2018	FORTIS	6690	BRAY			1									LT423600	COBRA	8	1995	Y	Y		
P423583	40	1989	FORTIS	6686	BRAY			1									LT423599	COBRA	8	1995	Y	Y		TRANSF.
P423586	40	1989	FORTIS	6676	BRAY			1									LT423597	COBRA	8	1995	Y	Y		
P423589	45	2000	FORTIS	6668	BRAY			1									LT423596	COBRA	8		Y	Y		TRANSF.
P423591	45	2012	FORTIS	6650	BRAY			1									LT423595	COBRA	8		Y	Y		
P423779	40	2003	FORTIS	6651	GLEN WALTER PARK ROAD			1									LT423780	COBRA	8	2003		Y	Y	
P423775	40	2003	FORTIS	6651	GLEN WALTER PARK ROAD			1									LT423778	COBRA	8	2003		Y	Y	
P423641	45	1991	FORTIS	18301	KILKENNY ST.			1									LT423640	COBRA	8	1995	Y	Y	Y	
P423643	45	1997	FORTIS	18284	KILKENNY ST.			1									LT423649	COBRA	10	1991	Y	Y	Y	
P432163	50	1994	BELL	6698	PURCELL ROAD				1								LT435446	COBRA	12	2002	Y	Y	Y	TRANSF.
P432161	50	1994	BELL	6693	PURCELL ROAD				1								LT435459	COBRA	12	2002	Y	Y	Y	
P432160	50	1994	BELL	6674	PURCELL ROAD				1								LT435458	COBRA	12	2002	Y	Y		
P432158	50	1994	BELL	6670	PURCELL ROAD				1								LT435103	COBRA	12	2002	Y	Y		
P432156	50	2011	BELL	6668	PURCELL ROAD				1								LT435439	COBRA	12	2002	Y	Y	Y	
P432155	50	2011	BELL	6669	PURCELL ROAD				1								LT435429	COBRA	12	2002	Y	Y		TRANSF.
P432153	50	2011	BELL	6666	PURCELL ROAD				1								LT435427	COBRA	12	2002	Y	Y		SW
P432117	40	1985	FORTIS	18272	RANDY ST.			1									LT435102	COBRA	10	1988	Y	Y		
P432115	40	1985	FORTIS	18280	RANDY ST.			1									LT435101	COBRA	10	1986	Y	Y	Y	
P432113	45	1987	FORTIS	18288	RANDY ST.			1									LT435100	COBRA	10	1986	Y	Y	Y	TRANSF.
P432110	45	1997	FORTIS	18300	RANDY ST.			1									LT435099	COBRA	10	1986	Y	Y		
P432144	45	1985	FORTIS	18306	RANDY ST.			1									LT435114	COBRA	10	1986	Y	Y	Y	TRANSF.
P432119	40	1986	FORTIS	6616	WENDY ST.			1									LT435104	COBRA	10	1987	Y	Y	Y	
P432122	45	1986	FORTIS	6618	WENDY ST.			1									LT435105	COBRA	10	1987	Y	Y		TRANSF.
P432123	40	2000	FORTIS	6624	WENDY ST.			1									LT435106	COBRA	10	1987	Y	Y	Y	
P432108	45	1985	FORTIS	6603	WENDY ST.			1									LT435098	COBRA	10	1986	Y	Y		
P432105	40	1980	FORTIS	6598	WENDY ST.			1									LT435097	COBRA	10	1986	Y	Y	Y	
P481166	45	2018	FORTIS	6596	WENDY ST.				1								LT435096	COBRA	10	1986	Y	Y		TRANSF.
P432100	40	1980	FORTIS	6582	WENDY ST.			1									LT435094	COBRA	10	1986	Y	Y		
P432098	40	1980	FORTIS	6571	WENDY ST.			1									LT435092	COBRA	10	1986	Y	Y		TRANSF.
P432082	40	1980	FORTIS	6567	WENDY ST.			1									LT435091	COBRA	10	1982	Y	Y	Y	
P432046	50	2005	FORTIS	6563	WENDY ST.			1									LT434899	COBRA	10	1990	Y	Y	Y	
P432124	40	1986	FORTIS	6641	WINE CR.			1									LT435107	COBRA	10	1987	Y	Y	Y	
P432126	40	1986	FORTIS	6633	WINE CR.			1									LT435108	COBRA	10	1987	Y	Y		
P479676	45	2018	FORTIS	6627	WINE CR.				1								LT435109	COBRA	10	1987	Y	Y	Y	TRANSF.
P432131	45	1986	FORTIS	6615	WINE CR.			1									LT435110	COBRA	10	1987	Y	Y	Y	
P432134	45	1986	FORTIS	6605	WINE CR.			1									LT435111	COBRA	10	1987	Y	Y	Y	
P432136	40	1986	FORTIS	6601	WINE CR.			1									LT435112	COBRA	10	1987	Y	Y		
P479675	45	2018	FORTIS	6593	WINE CR.			1									LT435113	COBRA	10	1987	Y	Y	Y	
P432096	40	1980	FORTIS	6620	VIVIAN CIRCLE			1									LT435116	COBRA	10	1986	Y	Y	Y	
P432095	40	1980	FORTIS	6614	VIVIAN CIRCLE			1									LT435117	COBRA	10	1986	Y	Y	Y	
P432093	40	1980	FORTIS	6602	VIVIAN CIRCLE			1									LT435118	COBRA	10	1986	Y	Y	Y	TRANSF.
P432090	40	1980	FORTIS	6590	VIVIAN CIRCLE			1									LT435119	COBRA	10	1986	Y	Y	Y	
P432088	40	1980	FORTIS	6586	VIVIAN CIRCLE			1									LT435120	COBRA	10	1986	Y	Y		
P432086	40	1980	FORTIS	6574	VIVIAN CIRCLE			1									LT435121	COBRA	10	1986	Y	Y	Y	
P432085	40	1980	FORTIS	6566	VIVIAN CIRCLE			1									LT435122	COBRA	10	1986	Y	Y	Y	
P432016	40	1980	BELL		PURCELL ROAD AND SAMUEL DRIVE			1									LT451868	COBRA	10	1986	Y	Y		SW
P432019	40	1992	FORTIS	6550	MARLENE AVE.			1									LT435321	COBRA	8	1988	Y	Y		
P432017	40	1980	FORTIS		SAMUEL DRIVE AND MARLENE AVE.			1									LT434888	COBRA	10	1986	Y	Y	Y	
P432045	45	2007	FORTIS	18246	SAMUEL DRIVE			1									LT434891	COBRA	10	1986	Y	Y		TRANSF.
P432048	50	2005	FORTIS	18256	SAMUEL DRIVE			1									LT434898	COBRA	10	1986	Y	Y	Y	
P432050	45	2001	FORTIS	18259	SAMUEL DRIVE			1									LT434906	COBRA	12	2001	Y	Y		TRANSF.
P432051	45	2001	FORTIS	18261	SAMUEL DRIVE			1									LT434907	COBRA	12	2001	Y	Y	Y	SW
P432054	45	2004	FORTIS	6569	ADRIAN COURT				1								LT434908	COBRA	12	2004	Y	Y		
P432052	45	2001	FORTIS	6570	ADRIAN COURT			1									LT434926	COBRA	10	2001	Y	Y		
P432053	45	2001	FORTIS	6572	ADRIAN COURT			1									LT434927	COBRA	10	2001	Y	Y	Y	TRANSF.
P452900	35	2001	FORTIS	6571	ADRIAN COURT			1									LT434928	COBRA	10	2001		Y		
P432055	45	2004	FORTIS	18267	SAMUEL DRIVE				1								LT434939	COBRA	12	2004	Y	Y	Y	
P432056	45	2004	FORTIS	18269	SAMUEL DRIVE				1								LT434940	COBRA	12	2004	Y	Y		TRANSF.
P432057	45	2004	FORTIS	18273	SAMUEL DRIVE				1								LT434964	COBRA	12	2004	Y	Y		
P432058	45	2004	FORTIS	18275	SAMUEL DRIVE				1								LT434969	COBRA	10	2004	Y	Y	Y	SW
P432068	45	2004	FORTIS	18281	SAMUEL DRIVE				1								LT434971	COBRA	12	2005	Y	Y	Y	TRANSF.
P432069	45	2005	FORTIS	18283	SAMUEL DRIVE				1								LT434975	COBRA	12	2005	Y	Y		
P432070	45	2005	FORTIS	18282	SAMUEL DRIVE				1								LT434982	COBRA	12	2005	Y	Y		TRANSF.
P432071	50	2005	FORTIS	18284	SAMUEL DRIVE				1								LT434992	COBRA	12	2005	Y	Y	Y	SW
P432072	45	2005	FORTIS	18288	SAMUEL DRIVE				1								LT434009	COBRA	12	2005	Y	Y	Y	TRANSF.
P432073	45	2005	FORTIS	6567	LAURETTE DRIVE			1									LT434994	COBRA	10	2005	Y	Y	Y	

P432074	45	2005	FORTIS	6569	LAURETTE DRIVE			1									LT434995	COBRA	10	2005	Y	Y		TRANSF.
P432075	45	2005	FORTIS	6571	LAURETTE DRIVE			1									LT435003	COBRA	10	2005	Y	Y	Y	
P432061	45	2006	FORTIS	6560	SAPPHIRE DRIVE				1								LT435058	COBRA	10	2006	Y	Y		
P432060	45		FORTIS	6563	SAPPHIRE DRIVE				1								LT435057	COBRA	10		Y	Y	Y	
P432059	45	2004	FORTIS	18274	SAMUEL DRIVE				1								LT435028	COBRA	10		Y	Y	Y	
P432076	45	2004	FORTIS	6570	SAPPHIRE DRIVE				1								LT435016	COBRA	10	2004	Y	Y	Y	
P432077	45	2004	FORTIS	6573	SAPPHIRE DRIVE				1								LT435017	COBRA	10	2004	Y	Y	Y	
P432078	45	2004	FORTIS	6575	SAPPHIRE DRIVE				1								LT435018	COBRA	10	2004	Y	Y	Y	TRANSF.
P432079	45	2004	FORTIS	6579	SAPPHIRE DRIVE				1								LT435019	COBRA	10	2004	Y	Y	Y	
P432080	45		FORTIS	6581	SAPPHIRE DRIVE				1								LT435020	COBRA	10		Y	Y		TRANSF.
P432081	45		FORTIS	6583	SAPPHIRE DRIVE				1								LT435021	COBRA	10		Y	Y	Y	
P425604	40	1993	FORTIS	6870	ORCHARD ROAD			1									LT425613	COBRA	6	1984	Y	Y		TRANSF.
P430758	50		FORTIS	5698	COUNTY ROAD 44				1								LT437314	COBRA	10	1993	Y	Y	Y	SW
P437316	40	1999	FORTIS		COUNTY ROAD 44 & COUNTY ROAD 19									1			LT437315	COBRA	12			Y	Y	
P431542	40	1981	FORTIS	5958	WARDEN ROAD	1											LT494478	DD			Y	Y	Y	
P430642	45	1996	FORTIS	5760	COUNTY ROAD 19			1									LT437170	COBRA	10	1998	Y	Y	Y	SW
P430751	50	2013	BELL	5744	COUNTY ROAD 19				1								LT437295	COBRA	8		Y	Y	Y	
P430752	45	2002	BELL	5740	COUNTY ROAD 19	1											LT437296	COBRA	8		Y	Y		
P430753	50	2013	BELL	5728	COUNTY ROAD 19								1				LT437297	COBRA	8		Y	Y		TRANSF.
P430755	45	2003	BELL	5716	COUNTY ROAD 19	1											LT437298	COBRA	8		Y	Y	Y	
P438585	45	1999	FORTIS	19476	COUNTY ROAD 2			1									LT438587	COBRA	6	1999	Y	Y	Y	TRANSF.
P437595	40	2013	BELL	18364	COUNTY ROAD 19	1											LT437591			2003		Y	Y	
P430827	40	2003	FORTIS	5621	KINLOCK ROAD								1				LT466008	COBRA	12		Y	Y	Y	SW
P430834	45	2005	FORTIS	5661	KINLOCK ROAD	1											LT494479				Y	Y	Y	
P432023	45	2008	FORTIS	6528	MARLENE AVE.			1									LT435324	COBRA	10	1988	Y	Y		
P432025	45	1997	FORTIS	6514	MARLENE AVE.			1									LT435325	COBRA	10	1988	Y	Y		
P432027	45	1992	FORTIS	6506	MARLENE AVE.			1									LT435326	COBRA	10	1988	Y	Y	Y	
P432028	45	1992	FORTIS	18236	LAURA AVE.			1									LT435327	COBRA	10	1988	Y	Y	Y	
P432030	40	1992	FORTIS	18246	LAURA AVE.			1									LT435328	COBRA	10	1988	Y	Y		
P425251	40	1963	FORTIS	6866	WILLOW BAY ROAD							1					LT425250	COBRA	4		Y	Y		TRANSF.
P432021	40	1987	FORTIS	6550	CLIFFORD ST.			1									LT435322	COBRA	8	1999	Y	Y	Y	
P432022	45	1992	FORTIS	6546	CLIFFORD ST.			1									LT435323	COBRA	8	1988	Y	Y	Y	
P432043	40	1992	FORTIS	6535	CLIFFORD ST.			1									LT435332	COBRA	10	1988	Y	Y	Y	
P432040	45	1987	FORTIS	6521	CLIFFORD ST.			1									LT435331	COBRA	10	1988	Y	Y	Y	TRANSF.
P439478	40	2005	FORTIS	19413	MALIBU LANE			1									LT439480	COBRA	6	1995		Y	Y	
P432037	45	2000	FORTIS	6513	CLIFFORD ST.			1									LT435329	COBRA	10	1988	Y	Y	Y	
P432034	45	1987	FORTIS	6495	CLIFFORD ST.			1									LT435333	COBRA	10	1988	Y	Y	Y	TRANSF.
P432006	50	2011	BELL		PURCELL ROAD			1									LT434885	COBRA	10	1988	Y	Y		
P432002	50	2011	BELL	6501	PURCELL ROAD			1									LT434880	COBRA	12	2011	Y	Y		
P431997	50	2011	BELL	6483	PURCELL ROAD			1									LT434871	COBRA	12	2011	Y	Y		
P438335	45	1986	BELL	19378	COUNTY ROAD 2			1									LT438331	COBRA	8		Y	Y	Y	SW
P426452	35	1988	FORTIS	6912	RICHMOND ROAD						1						LT426453	COBRA	10			Y		
P431995	45	2004	BELL	6471	PURCELL ROAD				1								LT434859	COBRA	12	2011	Y	Y		TRANSF.
P431992	50	2011	BELL	6457	PURCELL ROAD				1								LT434855	COBRA	12	2011	Y	Y		
P431990	50	2011	BELL	6433	PURCELL ROAD				1								LT434842	COBRA	12	2011	Y	Y		TRANSF.
P431988	50	2011	BELL	6427	PURCELL ROAD				1								LT434841	COBRA	12	2011	Y	Y	Y	SW
P453770	45	2014	FORTIS	6417	PURCELL ROAD	1											LT435541	DD			Y	Y		SW
P433781	40	1961	BELL		TYOTOWN ROAD AND PURCELL ROAD			1									LT434838	COBRA	10	2006	Y	Y	Y	
P431987	45	1984	BELL		PURCELL ROAD AND TYOTOWN ROAD			1									LT434840	COBRA	10	1988	Y	Y	Y	
P438710	50	1996	FORTIS	6795	ST-FRANCIS			1									LT438711	COBRA	6	1996	Y	Y		
P432067	45		FORTIS	6548	SAPPHIRE DRIVE				1								LT435062	COBRA	10		Y	Y	Y	
P432065	45		FORTIS	6550	SAPPHIRE DRIVE				1								LT435061	COBRA	10		Y	Y		TRANSF.
P432064	45		FORTIS	6554	SAPPHIRE DRIVE				1								LT435060	COBRA	10		Y	Y		
P435059	45	2006	FORTIS	6556	SAPPHIRE DRIVE				1								LT435059	COBRA	10	2006	Y	Y		TRANSF.
P430923	40	1997	BELL	18619	GRANDVIEW CRESCENT			1									LT437704	COBRA	10	1988	Y	Y	Y	
P430921	40	1987	BELL	18617	GRANDVIEW CRESCENT			1									LT437702	COBRA	10	1987	Y	Y	Y	
P437735	40	1994	BELL	18621	GRANDVIEW COURT			1									LT437703	COBRA	10	1988		Y	Y	
P430920	45	2003	BELL	18613	GRANDVIEW CRESCENT			1									LT437701	COBRA	10	1988	Y	Y	Y	TRANSF.
P430918	45	1997	BELL	18605	GRANDVIEW CRESCENT			1									LT437700	COBRA	10	1988	Y	Y	Y	TRANSF.
P430916	45	1987	BELL	18597	GRANDVIEW CRESCENT			1									LT437699	COBRA	10	1988	Y	Y		
P430913	55	1985	BELL		COUNTY ROAD 19 AND PINESTONE DRIVE			1									LT437696	COBRA	10	1988	Y	Y		SW
P430914	45	1987	BELL	5873	PINESTONE DRIVE			1									LT437697	COBRA	10	1988	Y	Y	Y	
P430915	45	1992	BELL	5862	PINESTONE DRIVE			1									LT437698	COBRA	10	1988	Y	Y	Y	
P430925	40	1987	BELL	5648	PINESTONE DRIVE			1									LT437705				Y	Y	Y	
P430926	45	1994	BELL	5646	PINESTONE DRIVE			1									LT437706	COBRA	8	1994	Y	Y	Y	
P430927	45	1994	BELL	5646	PINESTONE DRIVE			1									LT437707	COBRA	8	1994	Y	Y	Y	
P437769	40	1994	BELL	5649	NORWEST COURT			1									LT437709	COBRA	8	1994		Y		
P437768	40	1994	BELL	5652	NORWEST COURT			1									LT437708	COBRA	8	1994		Y	Y	

P430931	45	1994	BELL	5637	PINESTONE DRIVE			1									LT437711	COBRA	8	1994	Y	Y	Y	
P430930	45	1994	BELL	5638	PINESTONE DRIVE			1									LT437710	COBRA	8	1994	Y	Y	Y	
P430933	45	1994	BELL	5633	PINESTONE DRIVE			1									LT437712	COBRA	8	1994	Y	Y		
P430934	45	1994	BELL	5667	PINESTONE DRIVE			1									LT437713	COBRA	8	1994	Y	Y	Y	TRANSF.
P430936	45	1994	BELL	5621	PINESTONE DRIVE			1									LT437714	COBRA	8	1994	Y	Y	Y	
P423017	45	2010	FORTIS		GILMORE HILL AND COUNTY ROAD 2	1											LT423127	COBRA	8		Y	Y	Y	SW
P423293	45	2010	FORTIS		SUTHERLAND AVE.			1									LT423295	DD			Y		Y	
P423263	45	2010	FORTIS		SUTHERLAND AVE. AND GILMORE HILL				1								LT423266	COBRA	8		Y	Y	Y	SW
P423267	45	2005	FORTIS	6736	SUTHERLAND AVE.			1									LT423242	COBRA	8		Y	Y	Y	TRANSF.
P481480	45	2018	FORTIS	6720	SUTHERLAND AVE.	1											LT423257	COBRA	6	1979	Y	Y	Y	
P423244	40	1975	FORTIS	6712	SUTHERLAND AVE.	1											LT423230	COBRA	6	1979	Y	Y		
P481478	45	2018	FORTIS	6696	SUTHERLAND AVE.				1								LT481478	COBRA	10		Y	Y	Y	TRANSF.
P452227	40	1996	FORTIS	6686	SUTHERLAND AVE.			1									LT423226	COBRA	10		Y	Y	Y	SW
P452372	25	1988	FORTIS	6680	SUTHERLAND AVE.			1									LT451749	PT				Y		
P452331	25	1988	FORTIS	6674	SUTHERLAND AVE.			1									LT451750	PT				Y		
P452366	25		FORTIS	6668	SUTHERLAND AVE.			1									LT451751	PT				Y		
P452373	25		FORTIS	6658	SUTHERLAND AVE.			1									LT451752	PT				Y		
P452374	25		FORTIS	6650	SUTHERLAND AVE.			1									LT451753	PT				Y		
P481475	45	2018	FORTIS	6724	GILMORE HILL	1											LT423287	COBRA	8		Y	Y	Y	SW
P423318	40	1976	FORTIS	6714	GILMORE HILL	1											LT423286	COBRA	8		Y	Y		
P423320	40	1976	FORTIS	6703	GILMORE HILL	1											LT423283	COBRA	8		Y	Y	Y	
P452315	25		FORTIS	6642	SUTHERLAND AVE.			1									LT451754	PT				Y		
P452376	25		FORTIS	6634	SUTHERLAND AVE.			1									LT451755	PT				Y		
P452377	25		FORTIS	6626	SUTHERLAND AVE.			1									LT451756	PT				Y		
P425573	55	2000	BELL	19150	COUNTY ROAD 2					1							LT426143	COBRA	12	2000	Y	Y	Y	SW
P452194	30	2010	TOWNSHIP	19139	WARRING DRIVE				1								LT426256	COBRA	8	2010			Y	
P452252	45	2012	BELL	6879	LALONDE BLVD.			1									LT451744	COBRA	10	2012	Y	Y	Y	
P452253	45	2012	BELL	6877	LALONDE BLVD.			1									LT451743	COBRA	10	2012	Y	Y		
P452254	45	2012	BELL	6875	LALONDE BLVD.			1									LT451742	COBRA	10	2012	Y	Y		TRANSF.
P452255	50	2012	BELL	6875	LALONDE BLVD.			1									LT451741	COBRA	10	2012	Y	Y	Y	
P452257	50	2012	BELL	6867	LALONDE BLVD.			1									LT451740	COBRA	10	2012	Y	Y	Y	
P452258	45	2012	BELL	6868	LALONDE BLVD.			1									LT451739	COBRA	10	2012	Y	Y	Y	
P452259	45	2012	BELL	6866	LALONDE BLVD.			1									LT451738	COBRA	10	2012	Y	Y		TRANSF.
P452263	45	2012	BELL	6864	LALONDE BLVD.			1									LT451737	COBRA	10	2012	Y	Y		
P452261	45	2012	BELL	6858	LALONDE BLVD.				1								LT451736	COBRA	10	2012	Y	Y		
P452262	45	2012	BELL	6852	LALONDE BLVD.			1									LT451735	COBRA	10	2012	Y	Y		TRANSF.
P452263	45	2012	BELL	6846	LALONDE BLVD.			1									LT451734	COBRA	10	2012	Y	Y		
P452265	50	2012	BELL	6840	LALONDE BLVD.			1									LT45173	COBRA	10	2012	Y	Y	Y	TRANSF.
P452264	45	2012	BELL	6830	LALONDE BLVD.			1									LT451732	COBRA	10	2012	Y	Y		
P426339	45	1995	BELL	6822	LALONDE BLVD.			1									LT426317	COBRA	10	1995	Y	Y		
P426338	45	1995	BELL	6812	LALONDE BLVD.			1									LT426316	COBRA	10	1995	Y	Y	Y	
P454013	45	1995	BELL	6810	LALONDE BLVD.			1									LT426320	COBRA	10	1995	Y	Y	Y	TRANSF.
P426342	45	1995	BELL	6790	LALONDE BLVD.			1									LT426321	COBRA	10	1995	Y	Y	Y	
P426343	45	1995	BELL	6780	LALONDE BLVD.			1									LT426324	COBRA	10	1995	Y	Y	Y	
P426337	45	1995	BELL	19134	JASON ST.			1									LT426315	COBRA	10	1995	Y	Y		
P426336	45	1995	BELL	19136	JASON ST.			1									LT426314	COBRA	10	1995	Y	Y		
P426335	45	1995	BELL	19138	JASON ST.			1									LT426313	COBRA	10	1995	Y	Y		TRANSF.
P451974	45	1995	BELL	19140	JASON ST.			1									LT426312	COBRA	10	1995	Y	Y	Y	
P426331	35	1995	FORTIS	6817	COUNTY ROAD 27				1								LT426311	COBRA	12	1994		Y		
P426328	35	1995	FORTIS	6791	COUNTY ROAD 27				1								LT426329	COBRA	12	1994		Y		
P486176	45	2019	FORTIS	6081	VINE ST.			1									LT429666	COBRA	10	1995	Y	Y		TRANSF.
P429763	40	1990	FORTIS	6078	HURON ROAD			1									LT429715	COBRA	10	1995		Y	Y	Y
P429721	40		FORTIS	6084	HURON ROAD			1									LT429714	COBRA	6	2007	Y	Y		
P429478	40		FORTIS	6085	VINE ST.	1											LT429598	COBRA	10		Y	Y		
P429476	45	2017	FORTIS	6091	VINE ST.				1								LT429595	COBRA	10		Y	Y	Y	
P429474	45		FORTIS	6095	VINE ST.			1									LT429591	COBRA	10		Y	Y	Y	TRANSF.
P429719	40		FORTIS	6092	HURON ROAD			1									LT429713	COBRA	10		Y	Y		
P429717	40		FORTIS	6096	HURON ROAD			1									LT429712	COBRA	10		Y	Y		
P429716	40		FORTIS		HURON ROAD	1											LT429711	COBRA	10	1980	Y	Y		
P486162	40	2019	FORTIS	18254	HICKORY ST.	1											LT429622	COBRA	10			Y	Y	
P429483	40		FORTIS	18236	PARK ST.			1									LT429628	COBRA	10	2002	Y	Y		
P429484	40		FORTIS	18232	PARK ST.			1									LT429629	COBRA	10		Y	Y		
P429487	45	2015	FORTIS	18228	PARK ST.			1									LT429630	COBRA	10		Y	Y		
P429491	45	1999	FORTIS	18220	PARK ST.			1									LT429631	COBRA	10	1984	Y	Y	Y	SW
P429473	40		FORTIS	18241	HICKORY ST.					1							LT429578	COBRA	10		Y	Y		
P429472	35		FORTIS	18235	HICKORY ST.			1									LT429579	COBRA	10		Y	Y		
P429470	40		FORTIS	18227	HICKORY ST.			1									LT429559	COBRA	10	2001	Y	Y		
P486160	45	2019	FORTIS	18221	HICKORY ST.			1									LT429558	COBRA	10		Y	Y	Y	

P486157	40	2019	FORTIS	6100	POIRIER ST.	1											LT429527	COBRA	10	1980	Y	Y	Y	SW
P429465	50	2019	FORTIS	18256	GLEN ROAD			1									LT429710	COBRA	10		Y	Y	Y	
P429464	45	2019	FORTIS	18246	GLEN ROAD				1								LT429709	COBRA	10		Y	Y		
P429462	45	2019	FORTIS	18238	GLEN ROAD	1											LT429687	COBRA	10	1980	Y	Y		TRANSF.
P429461	45	2019	FORTIS	18230	GLEN ROAD			1									LT429551	COBRA	10		Y	Y		
P429460	45	2019	FORTIS	18224	GLEN ROAD				1								LT429544	COBRA	10		Y	Y		
P429459	50	2019	FORTIS	18218	GLEN ROAD	1											LT429517	COBRA	10		Y	Y	Y	TRANSF.
P486233	50	2019	FORTIS	18218	GLEN ROAD				1								LT429458	COBRA	10	1980	Y	Y	Y	
P429521	40		FORTIS	6112	POIRIER ST.			1									LT429818	COBRA	10		Y	Y		SW
P429525	45	2009	FORTIS	6118	POIRIER ST.			1									LT429819	COBRA	10		Y	Y	Y	TRANSF.
P429834	45		FORTIS	6128	POIRIER ST.	1											LT429864	COBRA	10	1980	Y	Y	Y	
P486305	45	2019	FORTIS	6134	POIRIER ST.				1								LT466666	COBRA	10	2002	Y	Y		TRANSF.
P486306	45	2019	FORTIS	6140	POIRIER ST.			1									LT429865	COBRA	10		Y	Y		TRANSF.
P486156	40	2019	FORTIS	6144	POIRIER ST.	1											LT429866	COBRA	10	1980	Y	Y		
P429876	40		FORTIS	6148	POIRIER ST.			1									LT429867	COBRA	10		Y	Y		
P429874	40		FORTIS	18218	PATRICK ST.			1									LT429869	COBRA	10		Y	Y		
P429873	40		FORTIS	18230	PATRICK ST.	1											LT429870	COBRA	10	1980	Y	Y		TRANSF.
P429872	40		FORTIS	18238	PATRICK ST.			1									LT429871	COBRA	10		Y	Y	Y	
P429833	40		FORTIS	18222	OAK ST.	1											LT429820	COBRA	10	1980	Y	Y		TRANSF.
P429832	40		FORTIS	18226	OAK ST.	1											LT429821	COBRA	10	1980	Y	Y		
P429830	40		FORTIS	18230	OAK ST.	1											LT429822	COBRA	10	1980	Y	Y		TRANSF.
P429829	40		FORTIS	18234	OAK ST.	1											LT429823	COBRA	10	1980	Y	Y		
P429827	45		FORTIS	18250	OAK ST.			1									LT429825	COBRA	10	2007	Y	Y		TRANSF.
P429770	45		FORTIS	18256	OAK ST.	1											LT429786	COBRA	10	1980	Y	Y	Y	
P429828	45		FORTIS	6124	WILLOW ST.	1											LT429824	COBRA	10	1980	Y	Y		
P429839	40		FORTIS	6129	WILLOW ST.				1								LT429851	COBRA	10		Y	Y	Y	
P429842	40		FORTIS	6133	WILLOW ST.			1									LT429850	COBRA	10		Y	Y	Y	
P429845	40		FORTIS	6147	WILLOW ST.				1								LT429849	COBRA	10		Y	Y		
P429847	40		FORTIS	6151	WILLOW ST.				1								LT429848	COBRA	10		Y	Y	Y	
P429835	35		FORTIS	18221	RENE ST.			1									LT429863	COBRA	10		Y	Y		
P429837	45	2012	FORTIS	18229	RENE ST.				1								LT429853	COBRA	10		Y	Y	Y	
P429838	40		FORTIS	18237	RENE ST.			1									LT429852	COBRA	10		Y	Y		TRANSF.
P429859	40	1983	FORTIS	6137	RUTH ST.				1								LT429854	COBRA	10		Y	Y		
P429858	40		FORTIS	6139	RUTH ST.				1								LT429855	COBRA	10		Y	Y		TRANSF.
P486158	40	2019	FORTIS	6145	RUTH ST.			1									LT429856	COBRA	10		Y	Y	Y	
P429772	40		FORTIS	6126	HURON ROAD			1									LT466649	COBRA	10	2007	Y	Y		
P429774	40		FORTIS	6130	HURON ROAD	1											LT429785	COBRA	10	1980	Y	Y		
P429775	40		FORTIS	6136	HURON ROAD			1									LT429784	COBRA	10		Y	Y		TRANSF.
P429777	40		FORTIS	6140	HURON ROAD			1									LT429783	COBRA	10		Y	Y		
P429778	40		FORTIS	6146	HURON ROAD	1											LT429782	COBRA	10	1980	Y	Y		
P429779	40		FORTIS	6148	HURON ROAD	1											LT429781	COBRA	10	1980	Y	Y	Y	
P424503	51	2006	FORTIS	18490	COUNTY ROAD 2		1										LT424508	COBRA	12	2011	Y	Y	Y	
P452332			FORTIS		STONEHOUSE POINT			1									LT424870	COBRA			Y	Y	Y	SW
P452333	25		FORTIS		STONEHOUSE POINT			1									LT452055	PT				Y		
P452334	25		FORTIS		STONEHOUSE POINT			1									LT452056	PT				Y		
P452335	25		FORTIS		STONEHOUSE POINT			1									LT452057	PT				Y		
P452338	25		FORTIS		STONEHOUSE POINT			1									LT452058	PT				Y		
P452337	25		FORTIS	18560	STONEHOUSE POINT			1									LT452059	PT				Y		
P452336	25		FORTIS	18564	STONEHOUSE POINT			1									LT452060	PT				Y		
P452339	25		FORTIS	18568	STONEHOUSE POINT			1									LT452061	PT				Y		
P487828	25		FORTIS	18572	STONEHOUSE POINT			1									LT452062	PT				Y		
P424001	45	2016	BELL	18630	COUNTY ROAD 2	1											LT424939	COBRA	8		Y	Y	Y	SW
P424954	45	2016	FORTIS	6824	BOISVENUE DRIVE	1											LT424944	COBRA	8		Y	Y	Y	TRANSF.
P424969	45	2016	FORTIS	6816	BOISVENUE DRIVE	1											LT424963	COBRA	8		Y	Y	Y	TRANSF.
P424955	35	1972	FORTIS	18635	ALICE ST.	1											LT424948	COBRA	8			Y	Y	
P424953	35	1972	FORTIS	18639	ALICE ST.				1								LT424949	COBRA	8			Y	Y	
P424440	40	1993	FORTIS	6837	SABOURIN DRIVE	1											LT424421				Y	Y		
P424441	40	2015	FORTIS	6841	SABOURIN DRIVE	1											LT424420				Y	Y		
P424442	45	2015	FORTIS	6847	SABOURIN DRIVE			1									LT424419				Y	Y		TRANSF.
P424414	45	2015	FORTIS	18453	COUNTRY ROAD 2	1											LT424418				Y	Y	Y	
P424444	35	1968	FORTIS	18438	ANDERSON ROAD			1									LT424445					Y	Y	
P423963	50	2010	FORTIS	18402	COUNTY ROAD 2	1											LT424125	COBRA			Y	Y		SW
P424156	35	1656	BELL	6857	PAGE DRIVE	1											LT424171	COBRA	10		Y	Y	Y	
P424159	40	1991	BELL	6848	PAGE DRIVE	1											LT424172	COBRA		1996	Y	Y		
P424161	40	1955	BELL	6838	PAGE DRIVE	1											LT424173	COBRA		1996	Y	Y		
P424163	40	1991	BELL	6826	PAGE DRIVE			1									LT424176	COBRA		1996	Y	Y		TRANSF.
P424165	45	1996	BELL	6810	PAGE DRIVE	1											LT424177	COBRA		1996	Y	Y		
P424167	35	1955	BELL	6802	PAGE DRIVE			1									LT424178	COBRA		1996	Y	Y		

P443276	25	1992	FORTIS	6798	PAGE DRIVE			1									LT451722	PT		1992		Y		
P443275	25	1992	FORTIS	18378	LANA ST.			1									LT451723	PT		1992		Y		
P443272	25	1992	FORTIS	18374	LANA ST.			1									LT494484	PT		1992		Y		
P443273	25	1992	FORTIS	18370	LANA ST.			1									LT451725	PT		1992		Y		
P452221	25	1992	FORTIS	18365	LANA ST.			1									LT451727	PT		1994		Y		
P452297	25	1992	FORTIS	18361	LANA ST.			1									LT451726	PT		1994		Y		
P452327	25	1994	FORTIS	18357	LANA ST.			1									LT451728	PT		1994		Y		
P452361	25	1994	FORTIS	18354	LANA ST.			1									LT451729	PT		1994		Y		
P452477	25	2007	FORTIS	18348	NADA DRIVE			1									LT451730	PT		2007		Y		
P452476	25	2007	FORTIS	18343	NADA DRIVE			1									LT451731	PT		2007		Y		
P452478	25	1993	FORTIS	6798	RIVERVIEW DRIVE			1									LT451721	PT		1993		Y		
P452479	25	1994	FORTIS	6801	RIVERVIEW DRIVE			1									LT451720	PT		1994		Y		
P452325	25	1994	FORTIS	6806	RIVERVIEW DRIVE			1									LT451719	PT		1994		Y		
P452790	25	1994	FORTIS	6809	RIVERVIEW DRIVE			1									LT451718	PT		1994		Y		
P452300	25	1994	FORTIS	6814	RIVERVIEW DRIVE			1									LT451717	PT		1994		Y		
P452294	25	1994	FORTIS	6819	RIVERVIEW DRIVE			1									LT451716	PT		1994		Y		
P452293	25	1994	FORTIS	6823	RIVERVIEW DRIVE			1									LT451715	PT		1994		Y		
P452913	25	1994	FORTIS	6824	RIVERVIEW DRIVE			1									LT451714	PT		1994		Y		
P424035	40	1994	BELL	18370	COUNTY ROAD 2				1								LT424031	COBRA	8	2002	Y	Y	Y	SW
P452444	30	2007	FORTIS	18102	COUNTY ROAD 2			1									LT422829	SB	6			Y		
P452096	30		FORTIS		FARLINGER DRIVE			1									LT422893	SB	6			Y		
P452097	30		FORTIS	18104	FARLINGER DRIVE			1									LT422892	SB	6			Y		
P452098	30		FORTIS	18106	FARLINGER DRIVE			1									LT422891	SB	6			Y		
P452099	30		FORTIS	18108	FARLINGER DRIVE			1									LT422890	SB	6			Y		
P452466	30		FORTIS	18111	FARLINGER DRIVE			1									LT422881	SB	6			Y		
P453204	30		FORTIS	18112	FARLINGER DRIVE			1									LT451300	SB	6			Y		
P452149	30		FORTIS	18118	FARLINGER DRIVE			1									LT422861	SB	6			Y		
P452305	30		FORTIS	18120	FARLINGER DRIVE			1									LT422882	SB	6			Y		
P452465	30		FORTIS	18120	FARLINGER DRIVE			1									LT422862	SB	6			Y		
P422854	30		FORTIS	6751	BAY COURT			1									LT463055	SB	6			Y		
P422853	30		FORTIS	6750	BAY COURT			1									LT451301	SB	6			Y		
P422851	30		FORTIS	6747	BAY COURT			1									LT451302	SB	6			Y		
P422852	30		FORTIS	6748	BAY COURT			1									LT451303	SB	6			Y		
		2021	BELL		JAMES CRESCENT			9										COBRA	10	2021				
			TOWNSHIP		YACHT BLVD (TOWNSHIP OWNED)																			
			TOWNSHIP		PLACE ST.LAURENT (TOWNSHIP OWNED)																			

GENERAL CONVEYANCE AND ASSUMPTION OF LIABILITIES AGREEMENT

THIS AGREEMENT made as of the 5th day of August, 2022.

B E T W E E N:

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

a municipal corporation existing under the
laws of the Province of Ontario,

(hereinafter referred to as "**Purchaser**"),

- and -

**CORNWALL STREET RAILWAY LIGHT
AND POWER COMPANY LIMITED,**

a corporation existing under the laws of the
Province of Ontario,

(hereinafter referred to as the "**Seller**").

WHEREAS the Purchaser and the Seller have entered into an asset purchase agreement dated as of August 5, 2022 (the "**Asset Purchase Agreement**") pursuant to which the Purchaser has agreed to purchase from the Seller, and the Seller has agreed to sell to the Purchaser, the Purchased Assets and the Purchaser has agreed to assume, from and after the Closing Date, the Assumed Liabilities, in each case on the terms and subject to the conditions set out in the Asset Purchase Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES in consideration of the respective covenants and agreements of the parties herein contained, and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereby covenant and agree as follows:

1. Definitions.

Unless otherwise defined herein, all capitalized terms used in this general conveyance and assumption of liabilities agreement (this "**Agreement**") shall have the respective meanings given to them in the Asset Purchase Agreement.

2. Conveyance of Purchased Assets.

Subject to and in accordance with the terms of the Asset Purchase Agreement, (a) the Seller absolutely conveys, grants, transfers and assigns and sets over all of its right, title, interest and estate in and to the Purchased Assets unto the Purchaser and its successors and assigns, as at and from the Closing Date, and (b) the Purchaser hereby accepts the conveyance, grant, transfer and assignment of the Purchased Assets from the Seller as at and from the Closing Date.

3. Assumption of Assumed Liabilities.

Subject to and in accordance with the terms of the Asset Purchase Agreement, (a) the Purchaser hereby assumes the Assumed Liabilities, as at and from the Closing Date, and (b) the Seller hereby accepts the assumption of the Assumed Liabilities by the Purchaser as at and from the Closing Date.

4. Further Assurances

Each of the parties hereto shall, from time to time hereafter and upon any reasonable request of the other, do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be required for the purposes of giving effect to this Agreement.

5. Time of Essence

Time shall be of the essence for this Agreement.

6. Governing Law.

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each of the parties hereby attorns to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

7. Severability

If any provision of this Agreement or its application to any party or circumstance is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be ineffective only to the extent of its illegality, invalidity or unenforceability without affecting the validity or the enforceability of the remaining provisions of this Agreement and without affecting its application to other parties or circumstances.

8. Successors and Assigns.

This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective successors and permitted assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the other parties, provided that the Purchaser may assign its rights under this Agreement in whole or in part provided that the Purchaser remains liable for its obligations hereunder.

9. Paramountcy.

This Agreement is made between the parties in further assurance of the completion of the transactions provided for in the Asset Purchase Agreement and is subject to all of the representations, warranties, covenants, indemnities, limitations of liability and other provisions contained in the Asset Purchase Agreement. The

provisions of this Agreement shall not merge or be superseded by, and shall survive the completion of, the transactions provided for in the Asset Purchase Agreement and are in addition to, and not in substitution for, the indemnity provisions contained in the Asset Purchase Agreement. In the event of any inconsistency between this Agreement and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern.

10. Amendment and Waivers.

No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, and no waiver shall constitute a continuing waiver unless otherwise provided.

11. Headings, Extended Meanings.

The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof and are not to be considered in the interpretation hereof. In this Agreement, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporations and vice versa.

12. Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered electronically, including portable document format (PDF), in any number of counterparts, with the same effect as if all parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date set out above.

**CORPORATION OF THE TOWNSHIP
OF SOUTH GLENGARRY**

by _____
Name:
Title:

Name:
Title:

**CORNWALL STREET RAILWAY LIGHT
AND POWER COMPANY LIMITED**

by _____
Name:
Title:

Name:
Title:

AGREEMENT FOR USE OF POLES

between

CORNWALL STREET RAILWAY LIGHT AND POWER COMPANY LIMITED

and

CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

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AGREEMENT FOR USE OF POLES

THIS AGREEMENT made and effective as of August 5, 2022 (the "Effective Date") through until August 5, 2023 (the "End of Term Date").

BETWEEN:

**CORNWALL STREET RAILWAY LIGHT AND POWER
COMPANY LIMITED**

(hereinafter the "LDC")

OF THE FIRST PART

AND:

**CORPORATION OF THE TOWNSHIP OF SOUTH
GLENGARRY**

(hereinafter the "Municipality")

OF THE SECOND PART

WHEREAS the Municipality has passed By-law No. _____ for entering into an agreement with LDC for the lighting of streets, traffic signals and decorative lighting in the Municipality, and LDC acting under the Electricity Act, S.O. 1998, Chapter 15 Schedule A, as amended (hereinafter called the said "Act") is willing to enter into an agreement with the Municipality for such purposes upon the terms and conditions hereinafter appearing;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the Parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

ARTICLE 1: DEFINITIONS

The terms defined in this Article for the purposes of this Agreement shall have the following meanings unless the context expressly or by necessary implication otherwise requires.

- 1.1. **"Affix", "Affixed" and "Affixing"** means to fasten, by the Municipality or its contractors, the material, apparatus, equipment or facilities of the Municipality to poles or other equipment of LDC.
- 1.2. **"Application for Occupancy"** means the formal written request for the adding, materially changing or removal of a Municipality's Attachments to LDC's pole(s). The Application for Occupancy form is entitled "Request for Licensed Occupancy of Poles", in the form of Schedule "A" attached hereto, the form of which be revised from time to time by LDC.
- 1.3. **"Approval" or "Approved"** means the permission granted by LDC to the Municipality for the Municipality to Affix its Attachments, as specified in the Application for Occupancy, to poles or other equipment of LDC.
- 1.4. **"Attachment"** means any material, apparatus, equipment or facility owned by the Municipality which LDC has Approved for Affixing to poles or other equipment of LDC.
- 1.5. **"Construction Verification Program"** means the standards and requirements for conducting inspections and the qualifications of persons conducting inspections.
- 1.6. **"Days"** refers to calendar days unless otherwise specified in the Agreement.
- 1.7. **"Dispute Resolution"** means the dispute escalation and referral mechanism, described in Article 18.
- 1.8. **"Effective Date"** means the date upon which this Agreement comes into force.
- 1.9. **"Emergency Situation"** means a situation that poses an imminent danger or threat to public safety.
- 1.10. **"End of Term Date"** means the date upon which this Agreement terminates and includes any new "End of Term Date" created as per the terms of this Agreement.
- 1.11. **"Good Utility Practice"** means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in North America during the relevant time period, or any of the practices, methods and acts which in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition.
- 1.12. **"Guy Pole"** means a separate pole, used to carry the strain of dead-ending or line deflection to ground.
- 1.13. **"Joint Use Pole"** means a pole in respect of which LDC has granted the Municipality Approval to Affix its Attachments.
- 1.14. **"Make-ready Work"** means any necessary and required work by LDC and/or an existing third-party pole user solely to accommodate the Attachment and includes but is not limited to:
 - initial line clearing,

- any changes or additions to or Rearrangement of LDC's poles or LDC's Attachments; and

without restricting the generality of the foregoing, Make-ready Work does not include the costs of repairing any pole in order to ensure that it meets the Standard prior to permitting the Municipality to place its Attachments on the said Joint Use Pole.

- 1.15. **"Municipal Electrical Attachment Roster"** means a list of Approved Attachments maintained by LDC.
- 1.16. **"Party"** means the LDC or the Municipality and **"Parties"** means both the LDC and the Municipality.
- 1.17. **"Power Space"** means a vertical space at the top of the pole within which electrical power attachments are made.
- 1.18. **"Professional Engineer"** means an individual who is licensed under the *Professional Engineers Act*, the "practice of professional engineering" which is "any act of planning, designing, composing, evaluating, advising, reporting, directing or supervising that requires the application of engineering principles and concerns the safeguarding of life, health, property, economic interests, the public welfare or the environment, or the managing of any such act".
- 1.19. **"Rearranging"** or **"Rearrangement"** means the removal of Attachments from one position on a pole and the placing of the same Attachments in another position on the same pole.
- 1.20. **"Standard"** or **"Standards"** means Utility Standards Forum "Overhead Distribution Standards"; Occupational Health and Safety Act; the Ontario Electrical Safety Code; Infrastructure Health and Safety Association and Safe Practices; Ontario Regulation 22/04 and the Ontario Electrical safety Code or any other applicable regulation administered by the Electric Safety Authority; and LDC's Standards, together with any amendments thereto from time to time, it being understood that changes to LDC's Standards are to be made at the sole discretion of LDC.
- 1.21. **"Transferring"** means the removal of Attachments from one pole and the placing of the same Attachments on another pole.

ARTICLE 2: TERRITORY

- 2.1. This Agreement shall cover the Affixing and maintaining of the Attachments to the poles or other equipment of LDC within the area of Ontario where the respective service territories of LDC and the Municipality overlap.

ARTICLE 3: AUTHORIZATION, PERMISSION AND RIGHT-OF-WAY

- 3.1. The Municipality shall be responsible for obtaining any and all easements, rights of way, permissions from others, including authorization or permission to locate on private property or provincial road allowances, or any other applicable authorization or permission required from private property owners or from any provincial or federal government or any agency, body or board thereof having jurisdiction with respect to the

Affixing and maintaining of the Attachments provided for in an Application for Occupancy.

ARTICLE 4: COMPLIANCE WITH STATUTES

- 4.1. This Agreement is subject to all applicable laws, regulations, and Standards.
- 4.2. The Municipality's employees, the Municipality's contractors and subcontractors shall comply with the requirements of all relevant statutes, regulations, directions, guidelines, policies and governmental and regulatory agencies and with the Standards, both at the time of Affixing and thereafter, including, but not limited to:
 - the safety qualifications of the Municipality's employees, the Municipality's contractors and subcontractors to carry out the work,
 - the requirements of Occupational Health and Safety Act (Ontario), R.S.O. 1990, Chapter O.1, as amended and the requirements of the Electrical Utility Safety Rules regarding the Affixing, Rearranging, relocating, transferring, maintenance or other work relating to Attachments,
 - the use of safe working practices in carrying out the work,
 - training in safety awareness,
 - Good Utility Practice, and
 - good and workmanlike fashion.

LDC reserves the right to have the Municipality's employees, the Municipality's contractors or subcontractors removed from the jobsite if, in the sole discretion of LDC, there is non-compliance with any of the above.

- 4.3. Any accident reportable by law to the Workplace Safety and Insurance Board or to the Ministry of Labour or any notice received from any of these authorities by the Municipality or the Municipality's contractor while working on LDC's poles must be reported to LDC within two (2) business days of the accident or receipt of notice.
- 4.4. Any installation requiring an electrical supply must be approved by the Electrical Safety Authority (ESA).
- 4.5. Both Parties recognize the LDC's legislated obligations to abide by Ontario Regulation 22/04 and the Standards. Accordingly, the LDC and the Municipality shall ensure compliance with Ontario Regulation 22/04 and the Standards when making use of a pole owned by LDC and will communicate these obligations to third parties making use of a pole owned by LDC.

ARTICLE 5: APPROVAL OF APPLICATION FOR OCCUPANCY

- 5.1. The Municipality, seeking permission to Affix and maintain its Attachments to a pole belonging to LDC, shall complete Part 1 – MUNICIPALITY of the Application for Occupancy (Schedule A). <https://www.cornwallelectric.com>. In addition to completing Part 1, the Municipality shall affix a PDF of a map (See Schedule B – Example of Map(s)) showing the poles relevant to the application. After completing Part 1 the Municipality shall submit the Application for Occupancy electronically.
- 5.2. At LDC's sole discretion, LDC may arrange for a joint field visit with the Municipality

to inspect the site of the proposed Affixing of Attachments. The Municipality shall also be entitled to request from LDC a joint visit, and LDC shall have the obligation to consider the request, acting reasonably.

- 5.3. Subsequent to the joint field visit, if any, LDC shall form a preliminary opinion as to the feasibility and desirability of the proposed Affixing of the Attachments by the Municipality, which opinion shall be communicated to the Municipality within thirty (30) days. LDC shall communicate the response by completing either Part 2 – LDC (indicating that the Application for Occupancy may proceed to Make-Ready) or Part 6 – LDC (indicating that the Application for Occupancy may not proceed and shall be terminated) of the Application for Occupancy and electronically returning the form to the Municipality.
- 5.4. If LDC forms a preliminary opinion in favour of the Application for Occupancy which proposes Affixing an Attachment, the Municipality shall engage the services of a qualified Professional Engineer to perform a structural analysis on each pole which may proceed to Make-ready Work. The structural analysis shall be performed using a software that shall meet the requirements of Ontario Regulation 22/04. The Municipality shall complete Part 3 – MUNICIPALITY of Schedule A and submit a design (See Schedule C – Minimum Application for Occupancy Make-Ready Work Drawing Requirements) which has a Certificate of Approval, signed and stamped by a Professional Engineer. The Municipality shall return the Application for Occupancy form to LDC electronically.
- 5.5. Upon receipt of a completed Part 3 – MUNICIPALITY, LDC shall identify any required Make-ready Work;
 - 5.5.1. Where Make-ready Work is required, LDC shall prepare a preliminary estimate to complete the Make-ready Work and shall submit within fifteen (15) days a completed Part 4 – LDC along with a copy of the preliminary estimate to the Municipality electronically. The Municipality shall be responsible for covering the cost of any Make-ready Work.
 - 5.5.2. Where Make-ready Work is NOT required, LDC's decision shall be communicated to the Municipality within fifteen (15) business days by completing Part 6 – LDC of the Application indicating that the Application is Approved.
- 5.6. Pursuant to Article 5.5.1, the Municipality shall complete Part 5 – MUNICIPALITY of the Application, in which the Municipality may terminate the Application for the line item or accept the Make-ready Work estimate for the line item and issue a purchase order to LDC. A PDF of the purchase order for each line item shall be attached to Part 3 and the Application for Occupancy shall be returned to LDC electronically.
- 5.7. If LDC is satisfied that the Application for Occupancy documentation is in accordance with this Article, and LDC has received a purchase order from the Municipality, LDC will make best efforts to commence Make-ready Work within 30 days from receipt of the purchase order.
 - 5.7.1. When the Make-ready Work is completed LDC shall approve the Attachment by completing and signing Part 6 – LDC and returning the Approved Application for Occupancy to the Municipality electronically.
 - 5.7.2. If, while carrying out the Make-ready Work, LDC determines that the proposed Attachment no longer feasible because of previously unknown conditions or constraints or because of the intervention of a third party with jurisdiction, such

as government authority or landowner, the Make-ready Work will be suspended, and the Municipality will be notified of the suspension, within 10 days.

- 5.7.3.1 If the cause of such suspension cannot be resolved to the satisfaction of LDC within thirty (30) days of notification of suspension of work pursuant to Article 5.7.2, the Municipality will be invoiced pursuant to Article 10 for all charges at the time of suspension and the Application will be terminated. LDC's decision shall be communicated to the Municipality within thirty (30) days by completing Part 6 – LDC of the Application indicating that the Application is terminated. A copy of the Application shall be electronically returned to the Municipality for their files.
- 5.7.3.2 If the cause of such suspension is resolved to the satisfaction of LDC within thirty (30) days of notification of suspension of work pursuant to Article 4.5.2, Make-ready Work will recommence as soon as practicable after such resolution. LDC shall communicate to the Municipality within thirty (30) days of completion of the Make-ready Work by completing Part 6 – LDC of the Application indicating that the Application is Approved. A copy of the Application shall be electronically returned to the Municipality for their files.
- 5.8 Each Approved Application for Occupancy shall be deemed to have been issued pursuant to this Agreement and shall be read and construed in accordance with this Agreement.
- 5.9 The Municipality shall retain its copy of the Approved Application for Occupancy as part of the Municipality's project file and may be required to produce the Approved Application for Occupancy at any time when requested by LDC.
- 5.10 When exercising its discretion as to whether to grant Approval to an Application for Occupancy, LDC shall exercise its discretion reasonably where the Municipality has complied with all of the terms of this Agreement.
- 5.11 When exercising the foregoing discretion, LDC will consider its requirements with respect to, but not limited to, the following:
- safety;
 - operation of LDC's electricity distribution network;
 - planning;
 - aesthetics;
 - road authority and property owner requirements; and
 - any other matters which LDC, acting reasonably, may deem relevant and communicate to the Municipality by notice in writing in accordance with Article 16.
- 5.12 It is expressly understood and agreed that an Application for Occupancy Approval, or use under an Application for Occupancy, will be denied if, in the sole discretion of LDC, the Attachments, or use derived therefrom could be:
- damaging to LDC's existing plant and/or electrical distribution services;
 - unreasonably constraining on LDC's use of plant;

- damaging to existing plant and for service of a third party on LDC's poles;
- non-compliant with the obligations of LDC; or
- any other matters which LDC, may deem relevant to the operation of LDC's system.

Any such denial shall be communicated to the Municipality by notice in writing in accordance with Article 16.

- 5.13 If a proposed installation which has been Approved by Application for Occupancy is cancelled by the Municipality, the Municipality shall reimburse LDC for the cost of any Make-ready Work completed on the Municipality's behalf upon receiving the invoice for same, and Article 10 shall apply.

ARTICLE 6: GRANT

- 6.1 For each Application for Occupancy Approved pursuant to Article 5, LDC hereby grants to the Municipality permission to Affix and maintain such Attachments to such poles or other equipment of LDC, as may be designated on each Approved Application for Occupancy in accordance with the terms of this Agreement and any terms specified in said Application for Occupancy.
- 6.2 This permission does not constitute authorization of work within the limits of approach as per Article 4.
- 6.3 The permission to Affix and maintain Attachments as described in an Approved Application for Occupancy shall be deemed to be effective as of the date of the Approval of such Application for Occupancy by LDC. The Municipality must exercise this permission within 180 days of the date of Approval of the Application for Occupancy or 180 days of the date of the completion of the Make-ready Work or within some other time period as mutually agreed to by the parties, whichever is later, failing which the Approval is of no force and effect and the Municipality shall be required to submit a new Application for Occupancy requesting permission to Affix its Attachments.
- 6.4 If LDC determines, at any time that the Attachments Affixed pursuant to the Application for Occupancy could be:
- damaging to LDC's existing plant and/or electrical distribution services; or
 - unreasonably constraining on LDC's use of plant; or
 - damaging to existing plant and for service of a third party on LDC's poles; or
 - non-compliant with the obligations of LDC,

the Municipality agrees that any Approval to Affix and maintain its Attachments previously granted by LDC in any Application for Occupancy may be revoked whether before or after the Affixing of Attachments, at the sole discretion of LDC, if the Municipality has not carried out such work as required to rectify the situation to the satisfaction of LDC within 30 days of notice by LDC.

Any such revocation as it relates to existing Attachments shall be communicated to the Municipality in accordance with Articles 13 and 16, and the Municipality shall pay the cost of removal of the Attachments in accordance with Article 10.

- 6.5 To the extent that other agreements do not prejudice the Municipality rights, granted hereunder, the Municipality agrees that this Agreement does not restrict LDC in entering into agreements with other parties respecting the use of LDC's poles.
- 6.6 At all times:
- the Attachments shall remain the property of the Municipality; and
 - the pole shall remain the property of LDC, subject to Article 13.2 and 13.3.

ARTICLE 7: INSTALLATION AND MAINTENANCE

- 7.1 The Municipality agrees that it will not Affix any of its Attachments to a pole of LDC until LDC approves the Application for Occupancy designating such Attachment. The Municipality agrees that it is solely responsible for Affixing and maintaining its Attachments to the poles or other equipment of LDC.
- 7.2 The Municipality covenants and agrees with LDC to Affix and maintain its Attachments in a safe and serviceable manner satisfactory to LDC, acting reasonably, and in accordance with the Standards and Good Utility Practice, and in such a way as not to:
- interfere with the lines, works or equipment of LDC; or
 - interfere with the electrical supply carried by LDC's equipment; or
 - be damaging to existing plant or service of a third party.
- 7.3 LDC and Municipality recognize that, from time to time, existing Standards may be amended or new Standards may be enacted and that these amendments or enactments may affect both of the parties to this Agreement. LDC specifically reserves the right to require the Municipality's compliance with the new Standards or amended Standards. Any new Standards or changes to the Standards shall be applied in a reasonable manner (e.g., safety related concerns may have to be resolved by changes to existing plant, whereas other changes may apply only to new installations). Where either party feels it has been substantially prejudiced by any such amendment or enactment, it will advise the other party in writing. The parties agree to engage in discussions with a view to addressing the alleged prejudice regardless of form and may engage the Dispute Resolution process where necessary. During these discussions or Dispute Resolution, the Agreement and/or Approved Applications for Occupancy will continue in full force and effect.
- 7.4 The Municipality agrees that, upon the Attachments being Affixed in accordance with the provisions of this Agreement, it will not make any alterations to its Attachments, (Emergency Situations excluded), to effect technical considerations or safety, unless:
- such alteration is approved by LDC using the same procedure as for a new Attachment, if required, as described in this Agreement; and
 - such alteration is carried out in accordance with the Standards and in such a way as not to interfere with the lines, works or equipment of LDC or of other permitted users of the pole.
- 7.5 If the Municipality applying for an Application for Occupancy requires third party Make-ready Work, the Municipality shall advise LDC in writing and shall coordinate the aforementioned with the third party.

- 7.6 LDC may, in its sole discretion, require that an employee of LDC be present when the Municipality is Affixing, Rearranging, or removing its Attachments to ensure that the work is carried out in accordance with the terms of this Agreement. The Municipality agrees to provide five (5) business days' notice prior to the start of any such work and agrees to pay to LDC the costs of such employee that may be reasonably necessary for the carrying out of the provisions of this clause in accordance with Article 10.
- 7.7 The Municipality shall ensure that its installations are inspected and approved in accordance with any applicable regulation, including, but not limited to, the Electricity Act 1998, Regulation 22/04- Section 8, the Distribution System Code-Appendix C, and the Ontario Electrical Safety Code prior to connecting to LDC's system. The Municipality will submit a copy of the record of inspection and certificate of approval for each installation to LDC as per Article 16.
- 7.8 The Municipality shall notify LDC when the Affixing, Rearranging, or removing of its Attachments to a pole of LDC is complete so that LDC may verify the accuracy and completion of the work, including applicable review under LDC's Construction Verification Program if not adopting Section 7.6.
- 7.9 To ensure the accuracy and completeness of existing Approved Application for Occupancy forms, a field inspection shall be made jointly at intervals mutually agreed upon, but generally, once every five (5) years. Any discrepancies between the field conditions found and the Approved Municipal Electrical Attachment Roster will be corrected and a new Application for Occupancy to reflect the actual field conditions will be submitted by the Municipality for Approval in accordance with this Agreement. If the new Application for Occupancy is not Approved, the Municipality will be notified in writing of the reason why Approval was denied and, within thirty (30) days, the Municipality must either remedy the deficiency and reapply for a new Application for Occupancy or remove the Attachments, and the provisions of Articles 10 through 12 shall apply.
- 7.10 At the end of each calendar year, the Municipality shall notify LDC in writing of the Municipality's Attachments that are no longer in service. LDC reserves the right to carry out periodic audits of the Municipality's Attachments. In the event of false declaration or non-declaration, the Municipality shall pay the full cost of the audit and any associated damages. Any disputes arising from this Article shall be addressed in accordance with the Dispute Resolution process set out in Article 18.
- 7.11 The Municipality shall, at all times and in accordance with the terms and conditions of this Agreement, maintain and operate its Attachments in a safe and serviceable condition, and replace Attachments as they deteriorate, become defective or unsafe.
- 7.12 The Municipality agrees that LDC may change the nature or configuration of its equipment or change the characteristics, such as voltage, frequency or power levels of the electrical supply carried by its equipment at any time.
- 7.13 Pursuant to the Distribution System Code, issued by the Ontario Energy Board, only persons qualified under the Occupational of Health and Safety Act may be involved in inspection activities.
- 7.14 From time to time, LDC or the Municipality may have safety hazards and significant conditions with its plant, requiring prompt response. Each party will inform the other in writing within two (2) business days.

- 7.15 Subject to Article 11, the Municipality agrees that LDC is not responsible for any damage, harm or problems of any kind caused to the Attachments which may arise from LDC's equipment or the electrical supply carried by its equipment, except for such damages, harm or losses caused by negligence or willful misconduct of LDC.

8 ARTICLE 8: FEES

- 8.1 While the Municipality's streetlight, decorative lighting systems or other Approved Attachment remains, an electrical service provided by LDC, there will be no annual attachment fee.
- 8.2 If at any time during the term of this Agreement or of any renewals thereof an Attachment is Affixed to a pole of LDC without an Application for Occupancy being Approved by LDC for such Attachment, then the Municipality shall pay to LDC all LDC costs to establish a new Application for Occupancy and could include any Make-ready Work.
- 8.3 The Municipality is solely responsible for all of the costs associated with Affixing and maintaining the Attachments to the poles of LDC. Without limiting the generality of the foregoing, the Municipality shall be responsible for the cost of:
- effecting changes, alterations or rearrangements, to LDC's poles;
 - Affixing the Attachments;
 - cleaning up the site around each pole where the Municipality has Affixed Attachments and thereafter ensuring safe disposition of all materials;
 - conducting a field inventory or audit program in accordance with the cost sharing arrangements as mutually agreed between the parties;
 - any expenses associated with the Municipality's obligations under this Agreement; and
 - any other expenses relating to the Attachments.

ARTICLE 9: REMOVAL, REPLACEMENT OR RELOCATION OF POLES OR ATTACHMENTS

- 9.1. The Municipality agrees that, if at any time LDC deems it necessary or is required to remove, replace or change the location of any pole designated by an Application for Occupancy to which Attachments are Affixed, whether the change or removal be on a temporary or permanent basis, LDC shall notify the Municipality of the requirement to remove or relocate its Attachments, whereupon the Municipality, at the time specified in the notice shall, at the cost and expense of the Municipality, remove its Attachments from that pole and, except when the notice specifies to the contrary, the Municipality may transfer the Attachments to the pole in the new location or to the new pole, as the case may be, and in either case this Agreement and the associated Application for Occupancy shall continue to apply to the Attachments so transferred. The Municipality acknowledges that in certain situations LDC may remove a pole and not replace it, so that there would no longer be a pole upon which to Affix the Attachments. In such a situation, the Approval associated with the applicable Application for Occupancy would cease. LDC will endeavour to give the Municipality at least sixty (60) business days prior written notice of any such removal, replacement or change in location of a pole,

but in case of emergency, as reasonably deemed by LDC, LDC may give no notice or such shorter notice as LDC deems expedient or the notice may be given verbally. In Emergency Situations, where no notice is given by LDC or where the Municipality fails to remove or relocate its Attachment after being notified by LDC, or its designate, may remove or relocate the Attachments and the Municipality is responsible for the reasonable costs of LDC in so removing or relocating the Attachments.

- 9.2. If the Municipality fails to comply with a notice given pursuant to this Article, LDC may remove or relocate the Attachments, at the Municipality's expense and risk of damage.
- 9.3. Where, at the time an Approval is granted for the relocation and modification of an Attachment, the presence of the existing Attachments causes LDC to perform Make-ready Work to accommodate the modified or relocated Attachment, the Municipality shall pay to LDC the cost of such relocation or modification.
- 9.4. In instances where plant adjustments are initiated as a result of work being done by a federal and provincial governing body or authority in Ontario, all conditions of notification and scheduling of work indicated may be null and void. These arrangements may be dictated by the requirements of the said governing authority in Ontario. LDC agrees to provide the Municipality with a copy of any written requirements of the Municipality or said Governing Authority in Ontario which may be served upon LDC.
- 9.5. Subject to Article 9.4, in the event that LDC is subject to any penalty imposed by any governing authority in Ontario, due to the late removal by the Municipality of its Attachments, the Municipality shall pay to LDC, a sum equal to any penalty incurred by LDC, and any and all related costs, including without limitation, any legal costs.
- 9.6. All charges to the Municipality for carrying out work referenced in this Article shall be reasonably determined by LDC and payable by the Municipality in accordance with Article 10.
- 9.7. In the event that relocation of the Attachments is required by third parties arising out of development of land in the vicinity of a pole, LDC agrees to advise the developer to contact the Municipality directly concerning the issue of reimbursement of Municipality's relocation costs by such developer.

ARTICLE 10: PAYMENT FOR WORK

- 10.1. The Municipality shall issue a purchase order to LDC or a LDC approved payment method for each project such as Make-ready Work required to meet the terms and conditions of this Agreement. LDC will invoice against the applicable purchase order, as work by LDC for the Municipality is performed.
- 10.2. Upon completion of any work performed by LDC on the Municipality's behalf as contemplated by this Agreement, LDC will render an invoice or invoices to the Municipality for the actual cost (including financial overheads) of performing such work and the Municipality shall pay the amount of the invoice within thirty (30) days of the date of the invoice.
- 10.3. All invoices that are outstanding for longer than thirty (30) days will be subject to interest at the prime rate established by the Bank of Canada. The interest shall run from the due date for payment of the invoice until the date payment is received by

LDC.

- 10.4. If an invoice is outstanding for more than sixty (60) days, the Municipality shall forthwith, upon receipt of written notice from LDC, but at the expense of the Municipality, remove from the poles of LDC its Attachments covered by the invoice.
- 10.5. If the Municipality fails to remove the subject Attachments within thirty (30) days of receipt of the notice and the invoice is still unpaid, LDC may remove such Attachments, at the risk and expense of the Municipality. Upon the removal of such Attachments by LDC, LDC shall have the right to retain the Attachments so removed until the Municipality pays the cost of removal. If the Municipality fails to pay to LDC the cost of removing such Attachments within sixty (60) days of receipt of the invoice for same, LDC shall have the further right to sell the Attachments so removed and apply the proceeds against the cost of removing the Attachments. LDC may also pursue any and all remedies it deems appropriate, including the exercise of any security posted by the Municipality with LDC, to recover the outstanding amounts owed to it by the Municipality.
- 10.6. The Municipality shall notify LDC in writing of any dispute with respect to an invoice.
- 10.7. If the dispute cannot be resolved within thirty days through normal business operations, the Dispute Resolution process, as described in Article 18 will be initiated. Article 10.4 will not take effect during the Dispute Resolution process.

ARTICLE 11: LIABILITY, INDEMNITY, AND INSURANCE

- 11.1. LDC shall not be responsible for any damage, harm or problems of any kind, including without limitation, damage caused to the Attachments, which may arise from LDC's equipment, the supply carried by its equipment, or in any manner relating to, in connection with, arising out of, resulting from or attributable directly or indirectly to LDC or any performance or non-performance under this Agreement, except for such damages, harm or losses directly caused by gross negligence or willful misconduct of LDC or by those for whom it is in law responsible.
- 11.2. The Municipality assumes all risk of loss or damage, including without limitation, damage to or loss of its Attachments or of its service or its equipment, or to the plant or service of LDC, arising from any act or omission of the Municipality or its agents and contractors under this Agreement, save and except for such portion of losses or damages directly caused by the gross negligence or willful misconduct of LDC, and shall fully release LDC and those for whom it is in law responsible from all claims and demands with respect thereto.
- 11.3. The Municipality shall be liable for and shall defend, indemnify and save harmless LDC from and against all claims and demands for or in respect to any loss, damage or injury to property or persons (including loss of life), including those of third parties, arising out of, or attributable to, the exercise by the Municipality or its agents or contractors of the Approvals herein granted, save and except for such portion of loss or damage directly caused by the gross negligence or willful misconduct of LDC and those for whom it is in law responsible. Such indemnification shall include, but not be limited to, compensation to LDC for time required to prepare for and attend hearings, all legal fees and costs, fees and costs of expert witnesses incurred and for the payment of any judgment, including costs, made by a Court, tribunal, or decision maker and any and all appeals with respect

thereto.

- 11.4. The Municipality shall, during the term of this Agreement and any renewals thereof, maintain a policy or policies of insurance in which LDC is added as an additional insured in the amount of \$5,000,000 per occurrence and the policy or policies shall contain a cross liability clause, or as otherwise may be agreed between the Municipality and LDC, against liability due to damage to the property of LDC or any other person or persons including third parties, and against liability due to injury to, or death of, any person or persons, including third parties, in any one instance. The Municipality shall pay all premiums with respect to any such insurance. LDC shall not be responsible for the payment of any premium respecting any such insurance.
- 11.5. Prior to the Approval of any Application for Occupancy and as a condition of any Application for Occupancy Approval or renewal, the Municipality shall furnish to LDC annually a certificate of such insurance and for the renewal thereof, so long as this Agreement remains in force.
- 11.6. The Municipality agrees that the insurance described herein does in no way limit the Municipality's liability pursuant to the indemnity provisions of this Agreement.
- 11.7. During the term of the Agreement, the Municipality will immediately notify LDC of any damage whatsoever to the equipment of LDC or a third party or to persons arising as a result of the Municipality Affixing, inspecting, maintaining, changing, repairing or removing any of its Attachments to LDC's poles. The Municipality will also immediately notify LDC of any claims or notices of claims received by the Municipality related in any way to its Attachments.
- 11.8. During the term of the Agreement, LDC will promptly notify the Municipality, but not any third-party having rights to the Municipality's equipment (whether by Irrevocable Right of Use, sublicense or otherwise) of any damage whatsoever to the Municipality's equipment arising as a result of LDC Affixing any additions to LDC's poles. LDC will also promptly notify the Municipality of any claims or notices of claim received by LDC related in any way to the Municipality's Attachments, or to any claims or notices of claim received by LDC related in any way to any act or omission of the Municipality pursuant to this Agreement.
- 11.9. LDC will provide to the Municipality reasonable written notice of its intention to significantly change the nature or configuration of its equipment or change the characteristics, such as voltage, frequency or power levels of the electrical supply carried by its equipment when LDC has reason to believe that such change might have adverse effects on the Attachments, or the product carried by such Attachments, or place the Municipality in non-compliance with any of the provisions of this Agreement. LDC is not responsible for any adverse effects on the Attachments, or the product carried by such Attachments, as a result of any changes made by LDC.
- 11.10. Notwithstanding anything to the contrary in this Agreement, LDC shall not be liable for any indirect or consequential damages or damages for economic loss however caused, arising out of this Agreement.

ARTICLE 12: TERM AND TERMINATION OF AGREEMENT

- 12.1. The term of this Agreement is one (1) year.

- 12.2. Subject to Article 12.3, upon the End of Term Date, the term of the Agreement shall automatically extend for a further term of one year, or such other time frame as mutually agreed upon, on the same or amended terms and conditions, as the Parties may agree and in such case the Agreement, as amended, shall continue until the new End of Term Date. The annual automatic renewal of the Agreement shall continue in perpetuity until such time as Article 12.3 is invoked.
- 12.3. Within six (6) months after any End of Term Date, either Party may terminate the Agreement effective the End of Term Date by giving written notice to the other Party as per Article 16. Upon receipt of a notice of termination, either Party may invoke the Dispute Resolution process as per Article 18.
- 12.4. If, within six (6) months after any End of Term Date, the Parties have not agreed on terms and conditions for a renewed Agreement, either party may invoke the Dispute Resolution process as per Article 18.
- 12.5. Subject to Article 12.3, 12.4 and 12.6, the Municipality shall, upon the termination of this Agreement, as mutually agreed upon by the Parties, remove its Attachments, from LDC-owned poles, covered by this Agreement or the terminated Application for Occupancy and ensure that the site where the removal occurred is left in a safe and equal or better condition than prior to the removal, at the expense of the Municipality.
- 12.6. The Agreement may be terminated subject to Article 13.6.
- 12.7. The Municipality fails to remove the subject Attachments, within one hundred and eighty (180) days of receipt of notice, or otherwise mutually agreed upon, LDC may, at the Municipality's sole risk and expense, remove such Attachments. Upon the removal of such Attachments by LDC, LDC shall have the right to retain the Attachments so removed until the Municipality pays the cost of removal, and if the Municipality fails to pay to LDC the cost of removing such Attachments within sixty (60) days, then LDC will have the further right to sell the Attachments so removed and apply the proceeds against the costs of removing the Attachments. LDC may also pursue any and all remedies it deems appropriate, including the execution of any security posted with it, to recover the outstanding amounts owed to it by the Municipality.
- 12.8. The Agreement shall be deemed to remain in effect during the Dispute Resolution process under Article 18. All of LDC's and Municipality's remedies to enforce outstanding obligations under this Agreement and Article 12.4 and Article 189 shall survive termination of this Agreement.

ARTICLE 13: TERMINATION OF APPROVAL

- 13.1. The Approval granted by each Application for Occupancy Approved by LDC pursuant to the provisions of this Agreement shall remain in full force from the date of the Approval until the earliest of:
 - the last day of the term granted in Article 12.1;
 - the End of Term Date defined in Article 12.2;
 - the End of Term Date specified in Article 12.3;
 - the date upon which the Attachment associated with the Approved Application for Occupancy is removed by the Municipality or LDC;

- subject to Article 13.5, the date upon which the Municipality defaults on any of its obligations under this Agreement; or
 - the pole designated by such Application for Occupancy is abandoned by LDC.
- 13.2. If LDC intends to sell a pole designated by an Approved Application for Occupancy to a third party, LDC will attempt, on a reasonable commercial effort basis, to secure the agreement of the purchaser that the Attachments be allowed to continue to be Affixed to the pole and the purchaser be bound to assume all of LDC's obligations hereunder.
 - 13.3. LDC and the Municipality may negotiate terms of sale, from LDC to the Municipality, of a pole vacated by LDC and located on public and/or private property. Such sale will be subject to any existing obligations of LDC to third parties, and subject to the consent of the property owner or any regional, provincial or federal government or agency having jurisdiction over said lands which shall be obtained by the Municipality.
 - 13.4. If the condition of sale of any pole pursuant to Article 13.2 or 13.3 cannot be satisfactorily arranged, LDC may, by notice in writing at any time, require the Municipality to remove its Attachments from the poles involved, and the Municipality shall, within one hundred and eighty (180) days after receipt of said notice, remove its Attachments from such poles.
 - 13.5. If the Municipality at any time materially defaults in any of the covenants, terms and conditions herein contained, including a default at any time in the payment of fees except those that may be disputed pursuant to Article 18 for removal of Attachments, LDC will notify the Municipality in writing of such default and the Municipality shall correct such default within thirty (30) days or such longer period as agreed to by LDC. If the Municipality fails to cure such default within thirty (30) days of notice by LDC or such longer period as agreed to by LDC, LDC may forthwith terminate the Approvals accompanying each Approved Application for Occupancy.
 - 13.6. The termination of an Approval pursuant to this Agreement shall not be deemed a termination of this Agreement unless the Application for Occupancy containing such Approval is the last remaining or only Application for Occupancy Approved pursuant to this Agreement, in which case the termination of such Application for Occupancy will be deemed to be a termination of this Agreement, subject to the Municipality fulfilling all of its outstanding obligations and the right of LDC to enforce any such outstanding obligations.
 - 13.7. The Parties agree that obligations flowing from this Agreement, or an Application for Occupancy Approved pursuant to this Agreement, will continue beyond the date of termination of the Agreement or Approved Application for Occupancy, until the obligations are satisfied in full. All remedies to enforce outstanding obligations under this Agreement, including Article 18 regarding Dispute Resolution, shall survive termination of this Agreement or an Approved Application for Occupancy.
 - 13.8. The Municipality shall, upon the termination of an Application for Occupancy Approved pursuant to this Agreement, at the expense of the Municipality, remove from the poles of LDC its Attachments covered by this Agreement or the terminated Application for Occupancy and ensure that the site where the removal occurred is left in a safe and equal or better condition than prior to the removal.
 - 13.9. If the Municipality fails to remove the subject Attachments, as per Article 13.8, within

thirty (30) days of receipt of notice, or such longer period as agreed to by LDC, LDC may, at the Municipality's sole risk and expense, remove such Attachments. Upon the removal of such Attachments by LDC, LDC shall have the right to retain the Attachments so removed until the Municipality pays the cost of removal, and if the Municipality fails to pay to LDC the cost of removing such Attachments within sixty (60) days, then LDC will have the further right to sell the Attachments so removed and apply the proceeds against the costs of removing the Attachments. LDC may also pursue any and all remedies it deems appropriate, including the execution of any security posted with it, to recover the outstanding amounts owed to it by the Municipality.

ARTICLE 14: EXISTING RIGHTS OF OTHER PARTIES

- 14.1. Nothing herein contained shall prevent or limit the right of LDC from granting to others, not party to this Agreement, the right to occupy its poles.
- 14.2. If LDC has granted permission to others, not party to this Agreement, to use any poles owned by LDC, whether said poles are covered by this Agreement or not, then nothing herein contained shall be construed as affecting such permission. LDC shall have the right to continue and extend such existing permission. The Municipality agrees that existing rights of third parties are in no way diminished by this Agreement. The Municipality shall treat third party Attachments to the pole with the same duty of care as is required by this Agreement and will respect the rights and privileges of third parties.
- 14.3. LDC shall not grant to any third party which includes, but is not limited to, any affiliate or any other entity related to it, by contract or otherwise, rights or privileges to use any Joint Use Poles used by the Municipality or any poles for which it has given permission for such Joint Use by the Municipality, unless LDC includes a requirement substantially the same as clause 14.2 above in LDC's agreement with the third party.

ARTICLE 15: VESTED RIGHTS

- 15.1. It is understood and agreed that neither this Agreement, nor any Approval granted by LDC, shall confer upon the Municipality any vested right or franchise, by implication or otherwise. Any rights or privileges that are expressly provided for in this Agreement shall come to an end if and when the Agreement has been terminated in accordance with its terms. However, any outstanding obligations of the Parties existing upon termination will survive termination.
- 15.2. It is further understood and agreed that this Agreement shall not confer upon LDC any vested rights, or franchises, by implication or otherwise, to the Attachments, other than as provided for in this Agreement.

ARTICLE 16: NOTICES

- 16.1. Unless otherwise provided herein, any notice or other communication to a party under this Agreement shall be given or served by hand, by registered mail, postage prepaid, email, by same day or overnight courier, or by facsimile transmission (fax) addressed as follows:

TO: LDC
Cornwall Electric
Attn: Supervisor, Engineering and Planning

Address: 1001 Sydney Street, P. O. Box 1179, Cornwall, ON K6H 5V3
Email: CEcustomer.service@cornwallelectric.com
Tel. no.: (613) 932-0123
Fax no.: (613) 932-8972

TO: MUNICIPALITY:

Address: 6 Oak Street, Box 220, Lancaster, ON K0C 1N0
Email: kcampeau@southglengarry.com
Tel. no.: 613.347.1166
Fax no.: 613.347.3411

- 14.2. Any notice sent by ordinary mail shall be deemed to have been given or served on the fifth day after it is deposited in any post office in Canada. In the event that mail delivery is impeded for any reason, notice shall be given by email or by fax, and any notice so given shall be deemed to have been given on the day following the day it is sent. Any notice or other communication to a party may also be served in person by delivering same to a responsible person in the offices of the party at the above address. Either party may change its address for service at any time by notice in writing to the other.

ARTICLE 17: ASSIGNMENTS

- 17.1. The Municipality agrees that it will not assign its interest, in whole or in part, in this Agreement, the privileges herein granted or any Approved Application for Occupancy, without the prior written consent of LDC, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall extend to, be binding upon, and ensure to the benefit of LDC, its successors and assigns, and the Municipality, its successors and permitted assigns.
- 17.2. The Municipality may provide to a third party an indefeasible right of use ("IRU") to any part of the Municipality's equipment that is Affixed to LDC's equipment. All work shall be done solely by the Municipality or its contractors and the IRU third party shall not have direct access to LDC's poles. The Municipality shall not confer any vested right, or franchise, by implication or otherwise, to use LDC's poles or equipment or any privileges under this Agreement to an IRU third party.
- 17.3. LDC shall have the right to assign its interest in this Agreement in its entirety to its affiliates without prior written consent of the Municipality. LDC agrees that it will notify the Municipality of assignment of any of LDC's interest in this Agreement.

ARTICLE 18: DISPUTE RESOLUTION

- 18.1. If any Approval is refused or terminations invoked, the Municipality may appeal that decision to LDC's Regional Manager. LDC has the mutual right to bring a complaint to the attention of the Municipality's Clerk. The appeal or complaint shall be heard and decided within thirty (30) days of receiving written notice of the appeal or complaint.
- 18.2. LDC and the Municipality agree to attempt to resolve any disputes arising under this Agreement in an expedient manner. Where possible, LDC and the Municipality shall endeavour to resolve any disputes between themselves, at the level at which the dispute

arose. If the dispute cannot be so resolved, LDC and the Municipality agree that either party may refer the matter to higher management ("Dispute Resolution"). For LDC, this shall be the Vice President level or designate and for the Municipality this shall be the Municipality council.

- 18.3. Any disputes arising under this Agreement may be resolved by a mutually agreed upon body of competent jurisdiction or arbitration in accordance with the *Arbitration Act* (Ontario), 1991, S.O. 1991, Chapter 17 (the "Act"), as amended from time to time. Arbitration may be initiated by either party by notice in writing. Within twenty (20) days after the written request of either of the parties hereto for arbitration, the parties shall agree upon a single arbitrator, failing which, each of them shall appoint one arbitrator, and the two so appointed shall, within twenty (20) days after the initial twenty (20) day period, jointly select a third, who shall act as the Chair of the tribunal. In case either of the parties hereto fails to name an arbitrator within twenty (20) days after the written request for arbitration, the arbitrator appointed shall be the only arbitrator. In case the two arbitrators appointed are unable to agree on a third arbitrator within twenty (20) days after the expiration of the first twenty (20) day period, application shall be made as soon as reasonably possible to any Judge of the Ontario Superior Court of Justice for the appointment of a third arbitrator. The arbitrator or arbitrators so appointed shall have all the powers accorded arbitrators by the *Arbitration Act*, as from time to time amended, or any Act in substitution therefor. The decision of the said arbitrator or arbitrators (or of a majority of such arbitrators) shall be final and binding on the parties hereto.

ARTICLE 19: SCHEDULES

- 19.1. The following schedules are hereby incorporated into and constitute part of this Agreement:
- Schedule A - Application for Occupancy of Poles
 - Schedule B – Example of Map(s)
 - Schedule C – Minimum Application for Occupancy Make-ready Work Drawing Requirements

ARTICLE 20: INTERPRETATION

- 20.1. The terms of this Agreement shall be governed by the laws of the Province of Ontario and Canada, as applicable. In the event that any court or arbitration tribunal declares any portion of this Agreement invalid, the remainder of this Agreement shall remain in full force and effect.
- 20.2. Nothing in this Agreement or its performance shall create a partnership, tenancy or agency relationship between the parties, each of which is the independent operator of its facilities.

ARTICLE 21: ENTIRE AGREEMENT

- 21.1. This Agreement, as of its Effective Date, is the entire Agreement between the Parties and supersedes and replaces any prior verbal or written agreement between LDC and Municipality relating to the Attachments on LDC's poles, but any Application for Occupancy granted Approval and outstanding under any prior agreement shall,

notwithstanding anything contained in such prior agreement, remain in force and effect as if such Application for Occupancy had been Approved pursuant to this Agreement, in accordance with Article 5.8 on the express condition that the Municipality satisfies all of the terms of this Agreement.

ARTICLE 22: HEADINGS

- 22.1. The division of this Agreement into Articles and sections, and the headings of those Articles, are for convenience of reference only and shall not affect the interpretation of this Agreement.

ARTICLE 23: LEGISLATIVE REFERENCES

- 23.1. Any references in this Agreement to any statute, by-law, rule, regulation, order, standard or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

ARTICLE 24: WAIVER

- 24.1. The failure of any Party to this Agreement to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any rights under this Agreement, and the Party shall be at liberty to enforce such terms and conditions at any time thereafter.

ARTICLE 25: ENVIRONMENTAL OBLIGATIONS

- 25.1. LDC makes no representation or warranty with respect to condition, defects, nature, composition, use (past, present or future) of land or plant. The Municipality hereby accepts land and plant of LDC on an "as is" basis.
- 25.2. The Municipality shall comply with the provisions of any federal or provincial environmental laws which, during the continuance of this Agreement shall become applicable to the land, plant or Attachments pertaining to Approved Application for Occupancy's. If any governmental authority exercising jurisdiction with respect to environmental protection requires, in respect of any Attachments, the installation of equipment or apparatus, or requires that any other action be taken, then the Municipality shall promptly notify LDC and install such equipment or apparatus or take such measures as may be required by such governmental authority. The Municipality shall be solely responsible for the cost of all work carried out to comply therewith.
- 25.3. Upon the termination of this Agreement, the Municipality shall leave the pole, plant and land upon which the pole is situated free of any environmental contamination resulting from the Municipality's Attachments. If and when challenged in the future, the Municipality shall have the burden of proving that any environmental contamination has not resulted from its Attachments. Notwithstanding any provision contained in this Agreement to the contrary, Municipality shall not be liable for any environmental contamination existing on, under or near LDC's poles where the Municipality has Attachments prior to Municipality's use thereof or for any environmental contamination which was not brought by the Municipality or at the specific instruction of the Municipality.

- 25.4. In the event the Municipality fails to comply with its obligations in this Article to the satisfaction of LDC, LDC may undertake any such work that it considers necessary to correct any environmental contamination which may have resulted from the Attachment or conduct of the Municipality, and all expenses incurred by LDC shall be payable by the Municipality upon receipt of LDC's invoice.
- 25.5. The responsibility of the Municipality to LDC with respect to the environmental obligations contained herein shall continue to be enforceable by LDC notwithstanding termination of this Agreement.

ARTICLE 26: FORCE MAJEURE

- 26.1. If as a result of force majeure, a party is delayed in or prevented from performing or observing any of its obligations (except any obligation to pay a sum of money) under this Agreement:
- i. the said party shall, for a period of time equal to the duration of the force majeure, be relieved from the performance of the said obligation and shall not be deemed to be in default hereunder during such period, and
 - ii. the other party shall not be entitled to any compensation for losses, damages, costs or expenses caused by such non-performance or delay.

ARTICLE 27: REASONABLENESS

- 27.1. Each party agrees that it shall at all times act reasonably in the performance of its obligations and the exercise of its rights under this Agreement.

[signature page follows]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date first above written.

LDC:

I have the authority to bind the corporation

Signature

Jie Han, VP, Operations

MUNICIPALITY:

I have the authority to bind the corporation

Signature

Name, Title

SCHEDULE 'A' - Application for Occupancy of Poles

APPLICATION FOR OCCUPANCY	
Permission is requested by Municipality name: _____	
Applicant's Reference: _____ Address: _____ _____ Applicant's City: _____ Attention: _____ e-mail: _____	LDC Reference: Cornwall Electric 1001 Sydney Street, P. O. Box 1179, Cornwall, ON K6H 5V3 Attn: Engineering CEcustomer.service@cornwallelectric.com
<u>PART 1 – MUNICIPALITY</u> To Affix the following type of Attachment: <input type="checkbox"/> Streetlight <input type="checkbox"/> Traffic Signal <input type="checkbox"/> Decorative Lighting <input type="checkbox"/> Other Location/Municipal Address: _____ Side of Street: _____ Point of Attachment: _____ Ballast (Watts): _____ Lamp(s) (Watts): _____ Lamp Type: _____ Variable Lamp Output: <input type="checkbox"/> - Yes <input type="checkbox"/> - No Length of arm (if Applicable): _____ Overall weight: _____ On the poles indicated on the <u>attached map</u>	
<u>PART 2 – LDC</u> GPS Location: _____ LDC Line Section #: _____ LDC Pole #: _____ Meter#: _____ Application May Proceed to Make-ready Work (signature): _____	
<u>PART 3 - MUNICIPALITY</u> 22/04 Approved Design Submitted to LDC (Signature): _____ Attached Design: _____	
<u>PART 4 – LDC</u> Make-Ready Estimate Submitted to Municipality (Signature): _____ Attached Estimate: _____	
<u>PART 5 – MUNICIPALITY</u> Make-ready Work Estimate Accepted (Signature): _____ Purchase Order Attached: _____ Application Terminated (Signature): _____	
<u>PART 6 – LDC</u> Make-Ready Work Completed (Signature): _____ Attachment Approved (Signature): _____ Application Terminated (Signature): _____	

SCHEDULE 'B' – Example of Map(s)

Oak Drive = Poirier Street to Huron Street.



SCHEDULE 'C' – Minimum Application for Occupancy Make-ready Work Drawing Requirements

- 1) Basic Drawing Requirements (applies to all drawings)
 - a) Title block (name and address of Municipality, date, north point, drawing/project number, location of project)
 - b) Name and phone number of the Project Manager for the specific application
 - c) Language: English
 - d) Scale and Dimensions: Metric
 - e) Scale Size: e.g. 1:1000, 1: 500, 1: 250
 - f) Legend of symbols
 - g) Key Map
 - h) Street names: clearly indicated
 - i) Auto CAD and PDF version of the drawing
- 2) Project Specific Drawing Requirements
 - a) Sidewalks, driveways, trees, buildings, bridges, rivers, railroads, other utilities if they add clarity to specific issues
 - b) Clearly indicated poles
 - c) Proposed power cable and Support Strands clearly indicated with heavier line style
 - d) Proposed cable to be Over-lashed to existing Support Strand and indicate owner of that Support Strand
 - e) Which side of the pole to be contacted or attached
 - f) Electrical bonding locations
 - g) Proposed ground rods
 - h) Dips and/or risers
 - i) Ducts and guards work on poles for dips and/or risers
 - j) Cable dip/riser details
 - k) Proposed and existing Municipality anchoring
 - l) Make ready work anticipated by the Municipality with LDC's poles or third party Attachments
 - m) Existing and proposed pedestal locations along route
 - n) Railroad, major highway, and river crossing engineering details and associated profiles
 - o) Pole height attachment detail (by drawing or table) indicating dimensions above grade for all existing Telecommunications / CATV contacts by name, streetlight contacts, lowest Hydro contacts (neutral, secondary, primary, transformers, unprotected Hydro riser/dips) for both new and existing Support Strands.
 - p) Horizontal offset measurements for proposed pole attachment close construction to buildings, other non-Owner overhead systems (ex. traffic, street lighting, signs), and/or bridges.
 - q) Wiring, wire routing, and Attachment methods to the pole.
 - r) Curbs
 - s) Lot lines and/or buildings, and house numbers in front of poles.
 - t) Ontario Regulation 22/04 "Certificate of Approval" signed and stamped by a Professional Engineer.

AGREEMENT FOR MUNICIPAL EQUIPMENT ATTACHMENTS TO BELL CANADA POLES

BETWEEN: BELL CANADA, a duly incorporated company, having its head office in the City of Montreal, herein acting, and represented by its duly authorized representative for the purposes hereof,

Hereinafter referred to as “**BELL**”

**AND: CORPORATION OF THE TOWNSHIP OF SOUTH
GLENGARRY**

6 OAK STREET, LANCASTER ON, K0C 1N0

Hereinafter referred to as the “**ATTACHER**”

WHEREAS BELL owns the aerial and underground support structures to operate its network (hereinafter referred to as the “structures”);

WHEREAS the ATTACHER wishes to place some of its equipment in or on the structures;

WHEREAS BELL consents, to the extent it can legally do so;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE

- 1.1** BELL hereby grants the ATTACHER, who so accepts, the right to place in or on BELL’s structures located in areas described on a detailed drawing or Attachment Form as further identified in this Agreement.
- 1.2** The ATTACHER shall use BELL poles to attach public decorative lighting equipment, power rectifiers, as well as related accessories (hereinafter referred to as the “equipment”).

2. TERM

- 2.1** The Agreement shall be effective on the date of signing, for a term of FIVE (5) years.
- 2.2** On expiration of the term, this Agreement shall be renewed from year to year, until such time as one of the parties terminates the Agreement through a written notice to the other party no less than six (6) months prior to the anniversary date.

3. TERMS AND CONDITIONS

- 3.1** When the ATTACHER wishes to install equipment on BELL structures, it shall submit a drawing or Attachment Form to BELL indicating the exact location of the Bell Structure, the type of equipment including dimensions and weights, the proposed location on the pole and the appropriate electrical protection design information for the locations where it wishes to use the structures. The costs associated with verifying the availability of the structures shall be billed to the ATTACHER as stipulated in section 5.
- 3.2** The ATTACHER shall not be entitled to any compensation whatsoever and BELL shall have no obligation whatsoever towards the ATTACHER following modification to work schedules to make the structures available.
- 3.3** The ATTACHER may use the space reserved for its use in or on the structures only to place the equipment as indicated in the application.
- 3.4** The use of a structure or payment of any compensation shall not grant the ATTACHER any right of ownership, easement, right of way, lease, sublease, or any similar right in the structure. The ATTACHER shall obtain, at its expense, the licenses and permits required to install its equipment, as the case may be.
- 3.5** BELL shall indicate on the Use Permits to the ATTACHER, the exact location where the equipment shall be placed.
- 3.6** The ATTACHER shall obtain, prior to the start of work, permission for installing and maintaining the equipment as well as for all other future work. The ATTACHER shall also notify BELL when the work is completed.
- 3.7** If, sixty (60) days or more following execution of this Agreement, Bell determines that the ATTACHER has subsequently placed a new attachment **and** is using support structures for which no permission has been issued, the ATTACHER shall pay twenty-five dollars (\$25.00) per rental unit. The ATTACHER shall apply for and obtain permission for such support structures in order to be able to continue using such structures and this Agreement shall apply.

- 3.8** The ATTACHER undertakes to comply with all applicable laws, rules and regulations and CSA standards including those requested by BELL.
- 3.9** The ATTACHER shall pay the costs arising from the installation or maintenance of the equipment.
- 3.10** The ATTACHER shall not make any modifications or additions whatsoever without the prior written authorization of BELL, which authorization shall not be unreasonably withheld.
- 3.11** If BELL deems that emergency work must be carried out on, in or close to the structures or on equipment on or inside such structures, it may carry out such work. If BELL must carry out emergency work on the ATTACHER's equipment, BELL shall so notify the ATTACHER as soon as it is reasonably possible to do so. The ATTACHER shall pay for all emergency work carried out on its equipment.
- 3.12** If the ATTACHER's equipment causes electromagnetic interference to BELL's current or future systems or that of other users of the structures, or if the ATTACHER's equipment is incompatible with BELL's current or future systems or that of other users, or causes a health or safety issue for BELL's current or future systems or that of other users, the ATTACHER shall promptly and at its expense eliminate the interference, incompatibility or health and safety issue. If the interference, incompatibility or health and safety issue persists, the ATTACHER's equipment shall be removed at its expense. If the ATTACHER's equipment hastens the corrosion of BELL's current or future equipment or that of other users of the structures, the ATTACHER shall pay the replacement costs for the equipment and other related expenses.
- 3.13** BELL reserves the right to use on a priority basis all space on or in its structures. Consequently, BELL may at any time, through a written notice of thirty (30) days to the ATTACHER, as it deems reasonably necessary for its own use or due to other contractual obligations, request that the lessee's equipment be moved, removed, rearranged, transferred or replaced, at the lessee's expense. If applicable, the ATTACHER may terminate the associated attachment space, at no charge. In the case of major work, a longer time limit may be agreed upon between the parties.
- 3.14** The installation, maintenance and upkeep of the ATTACHER's equipment are the ATTACHER's responsibility and shall be carried out at its expense within the timeframe prescribed by BELL.
- 3.15** If the ATTACHER fails to perform the work stipulated by BELL within the prescribed timeframes in accordance with this Agreement, BELL may perform or have the work performed at the ATTACHER's expense.
- 3.16** Upon expiration of this Agreement, the ATTACHER undertakes to remove its equipment and render the space occupied in the same condition as it was on the

availability date of the structures, save for regular wear and tear.

4. TERMINATION BEFORE THE END OF TERM

- 4.1** BELL may terminate this Agreement if the ATTACHER occupies or uses the space reserved in or on the structures for purposes other than those mentioned in the Agreement or defaults on or fails to comply with any obligation stipulated herein, within thirty (30) days following receipt of a written notice from Bell.
- 4.2** Once the Agreement is terminated, the ATTACHER shall remove its equipment from the structures within thirty (30) days following the termination date of the Agreement. Should the ATTACHER fail to remove its equipment, BELL may remove such equipment, sell it at the ATTACHER's risk, expense and cost, and apply the net proceeds of the sale to the ATTACHER's account.
- 4.3** Termination of the Agreement involves termination of all the attachment permissions but in no manner releases the ATTACHER from its obligation to pay BELL the compensation stipulated in section 5.

5. COMPENSATION

- 5.1** The ATTACHER shall pay BELL on the signature date of the Agreement or upon the approval date of the attachment permission as the case may be, any reasonable charges for analyzing and preparing the attachment request as well as any costs which Bell incurs to make the structure ready ("Make Ready Costs") for the ATTACHER's attachment of its equipment. As well, the ATTACHER shall pay BELL, in advance, each year on the anniversary of the signature date of the Agreement, the annual administration fees and the annual amount per pole stipulated in Schedule A. With respect to new attachments, the annual amount per pole shall be billed for the remaining period of the current billing year, as of the date of the structure availability notice sent to the ATTACHER. BELL shall adjust, from time to time, this compensation and may convert annual administration fees and the annual amount per pole, into monthly amounts.
- 5.2** In the event this Agreement or the attachment permission is terminated, no portion of the compensation shall be reimbursed to the ATTACHER.
- 5.3** The ATTACHER shall also pay the amount of any tax charged on its equipment or arising from its use or occupation of BELL's structures. Should BELL's property be subject to taxes or an increase in taxes arising from the use of the structures by the ATTACHER, the ATTACHER undertakes to reimburse BELL for such taxes within thirty (30) days following receipt from BELL of a copy of the tax account or any other

document stating the amount of the taxes and indicating that such taxes have been paid.

- 5.4** Any payment due under this Agreement and outstanding on the due date or thirty (30) days following the billing date, as the case may be, shall be subject to a monthly interest of 1.0%. Such interest rate may be amended by BELL on a written notice of ninety (90) days to the ATTACHER.

6. OTHER CONDITIONS IMPOSED BY THE CRTC

- 6.1** This Agreement is subject to amendment by BELL, following decisions by the regulatory authorities. Should the CRTC impose certain conditions not provided for herein, the parties agree to comply with such conditions and this Agreement shall be amended accordingly.

7. LIABILITY

- 7.1** The ATTACHER shall assume all the risks and liabilities arising from its occupancy of BELL's structures and shall take all the necessary measures to avoid damages to third parties or to BELL. Accordingly, the ATTACHER undertakes to indemnify and hold BELL harmless against all damages, losses, claims or expenses arising from this Agreement, including legal and other fees and expenses reasonably incurred by BELL to defend its interests in respect thereof.
- 7.2** Notwithstanding the provisions herein, the liability of the ATTACHER under this agreement concerning the use of structures remains intact so long as the ATTACHER's equipment has not been removed from all the support structures.

8. INSURANCE

- 8.1** The ATTACHER shall, during the term of this Agreement, hold insurance coverage of two million dollars (\$2,000,000) per claim to cover its civil liability and to guarantee indemnification of all damages, including those caused to Bell or to its employees. The deductible amount of such insurance shall not exceed ten thousand dollars (\$10,000).
- 8.2** The policies shall be taken out with companies authorized to conduct business in Ontario and shall stipulate that a notice shall be given to BELL ten (10) business days before lapsing, becoming null and void or being terminated.
- 8.3** The ATTACHER shall remit to BELL, prior to the start of the Agreement, as well as upon each renewal, a certificate from its insurer attesting to its insurance coverage.

9. ASSIGNMENT

- 9.1** ATTACHER shall not assign or transfer its rights in this Agreement (including, without limitation, leasing any equipment or allowing anyone to use, own, take possession of or control such equipment) without the prior written consent of BELL. Upon the ATTACHER being permitted to assign or transfer its rights under this Agreement, or to lease equipment or any part thereof or allow anyone whomsoever to use, own, take possession of or control such equipment, the ATTACHER shall remain bound by this Agreement and shall be jointly and severally responsible with the assignee for complying with its obligations under this Agreement.
- 9.2** BELL may assign, lease or sell in whole or in part to any other person, the structures and the rights or privileges granted under this Agreement. Save for the cases stipulated in section 9.3, if a structure is sold or assigned to a third-party, the ATTACHER shall make the necessary arrangements with the new purchaser within sixty (60) days following receipt of a written notice from BELL.
- 9.3** Nothing in this Agreement shall be construed as limiting, in any manner whatsoever, BELL's right to mortgage or otherwise encumber its property as security, as well as the rights and privileges granted under this Agreement, or to agree to a merger of companies or any other method of reorganizing its company and subsidiaries or to assign all or part of the territory it serves, including all or part of its physical assets located therein. In the case of such an assignment, the Purchaser shall replace BELL in respect of all its rights and obligations arising from this Agreement. The same holds true for a new corporation, in the case of a merger.

10. NOTICE

- 10.1** All notices shall be given reciprocally in writing or hand delivered on receipt of an acknowledgement to the persons and addresses below:

For BELL to: Bell Canada
 [Address]

Phone:
Facsimile:

For the ATTACHER to: The Corporation of the Township of South Glengarry
 6 Oak Street, Lancaster, ON K0C 1N0

Phone: 613-347-1166
Facsimile: 613-347-3411

Or to any other person or address that one of the parties may at any time designate in writing to such effect. If the notice is sent by mail, the date of the notice shall be the

date it is received. If the notice is sent by facsimile, the date of the notice shall be the acknowledgement of transmission.

11. APPLICABLE LAW

11.1 This Agreement is governed by the laws in force in the Province of Ontario and the laws of Canada applicable therein.

12. TIME OF THE ESSENCE

12.1 Time shall be of the essence in this Agreement.

13. RESERVED RIGHTS

13.1 Should any provision of this Agreement fail to comply with the laws in force in the Province of Ontario, it shall be deemed not written and shall not invalidate the Agreement.

13.2 A party's failure to insist on the application of any provision of this Agreement or to exercise a related right shall not be construed as a waiver to the application of such provision or to the exercise of such right. Any waiver on the part of BELL shall be made in writing.

14. ENTIRE AGREEMENT

14.1 This Agreement, including its schedules and documents incorporated herein by reference, constitutes the entire Agreement between the parties and supersedes any prior promise or Agreement, written or verbal.

ENTERED INTO AND SIGNED in duplicate for the parties by their duly authorized representatives indicated below.

BELL CANADA

THE TOWNSHIP OF SOUTH GLENGARRY

Per: _____ Per: _____

Title: _____ Title: _____

Date: _____ Date: _____

Schedule A

Compensation

Current Annual Administration Fee: \$0.00

Current Annual Amount per Pole: \$0.00

Note that Bell reserves the right to adjust and charge the Annual Administration Fee and the Annual Amount per Pole at any time in its sole discretion, subject to section 5.



STAFF REPORT

S.R. No. 120-2022

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: August 2, 2022

SUBJECT: GrantMatch – Service Fees

BACKGROUND:

1. At the July 18, 2022 Regular Council Meeting, Council was provided with an overview of several successful grant applications that the Township has obtained through the services of GrantMatch Corp., from October 2021 to July 2022. Administration has put considerable effort into maximizing grant funds to support capital and program initiatives.
2. Administration is seeking direction from Council to pay the service fees to GrantMatch Corp.

ANALYSIS:

3. GrantMatch fee structure is 10% on the first \$1,000,000 of government funding approved, and 5% on the remaining government funding approved, greater than \$1 million. Grant writing fees are not eligible in the grant processes applied for to date.
4. GrantMatch services do not have any upfront costs, as the cost of service is directly linked to the successful award from a grant application. The benefit being the minimization of tax dollars/reserves needed to fund capital projects.
5. Six (6) out of the eight (8) grant applications submitted with the assistance of GrantMatch were successful. By proceeding with GrantMatch, the Township has secured \$3,825,983 in funding. The total service fees are \$250,299.52, which is 6.5% of the overall funds secured.

IMPACT ON 2022 BUDGET:

6. GrantMatch service fees are allocated from the General Government – Administration Consultant Fees account.
7. The service fees presently owed to GrantMatch exceeds the amount budgeted for Consultant Fees in 2022. This is because in 2022, the Township was successful in obtaining funding of \$3,645,968 through the Investing in Canada Infrastructure Program for the rehabilitation of Glen Walter's water treatment assets – resulting in an unbudgeted for service fee of \$232,298, of which \$174,223.50 needs to be paid in 2022.
8. As a result, \$175,000 for 2022 will need to be re-allocated to the General Government – Administration Consultant Fees account. The remaining fees will be accounted for through the 2023 annual budget.
9. Administration recommends that the funds (\$175,000) be re-allocated from the following accounts:
 - a. \$30,000 from the North Lancaster Playground project (no longer needed as funding was received for this project) – Capital Expenditure North Lancaster Park Account
 - b. \$20,000 from the Ken Barton Memorial Park- Bocce Ball Court (no longer needed as funding was received for this project) – Martintown Community Centre Capital Expenditures Account
 - c. \$20,000 from the Roads Administration – Consultants Account
 - d. \$52,500 from the General Reserve Account
 - e. \$52,500 from the Glen Walter Water / Wastewater Reserve Account
10. The Glen Walter Sewer / Water System Reserve has an estimated \$328,310, pending the results of the 2021 year-end audit.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in Infrastructure and its sustainability
Goal 4: Improve quality of life in our community

RECOMMENDATION:

BE IT RESOLVED THAT

Staff Report 120-2022 be received and that Council hereby direct Administration to continue working with GrantMatch on an as-needed basis to secure grant funding for capital projects, resources and services and furthermore Council approves the re-allocation of \$175,000 to General Government Administration Consulting Fees from the following accounts:

\$	North Lancaster Park Capital Expenditure Account
\$	Martin Community Centre Capital Expenditure Account
\$	Roads Administration – Consultant Account
\$	General Reserve Account
\$	Glen Walter Sewer / Water System Reserve Account

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



STAFF REPORT

S.R. No. 121-2022

PREPARED BY: Dave Robertson, Fire Chief

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: August 2, 2022

SUBJECT: Disposal of Used Fire Vehicle - Tanker

BACKGROUND:

1. The South Glengarry Fire Service has removed the following fire apparatus from service:
 - One (1) 1997 GMC Topkick Water Tanker with 1600 Imp. gal tank, portable pump and gasoline engine.
2. This vehicle was approved to be replaced with a 2022 International Water tanker with 3000 Imp. Gal tank.
3. The purchase of a new 2022 International Tanker 2 was authorized in the 2022 budget and the apparatus is now in service at Station 3 (Williamstown).

ANALYSIS:

4. Administration considered the possibility of the water truck being transferred to the Roads fleet. Upon further investigation, the vehicle is not an appropriate fit.
5. Administration proposes that we dispose of the vehicle via the GovDeals sales service and post on our website.
6. Current and historic sales of similar vehicles on the GovDeals platform have shown pricing in the \$3,000 to \$5,000 range. These were for Diesel engine models with similar age and condition. This vehicle is a gasoline engine.
7. The sale option will follow the provisions of Bylaw 36-07, Disposition of Assets.

IMPACT ON 2022 BUDGET:

8. Any funds from the sale of the vehicle will result in a revenue for Fire Service reserves.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in infrastructure and its sustainability

Goal 3: Strengthen the effectiveness and efficiency of our organization

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 121-2022 be received and that the Council of the Township of South Glengarry deem the 1997 GMC Topkick water tanker as a surplus asset and that it be advertised for sale.

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



STAFF REPORT

S.R. No. 122-2022

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: August 2, 2022

SUBJECT: 2022 Sidewalk Maintenance – Budget Request

BACKGROUND:

1. Ontario Regulation 239/02 for the Minimum Maintenance Standards for Municipal Highways sets the standard for the frequency of inspecting sidewalks to check for surface discontinuity at once per calendar year (O. Reg. 293/02 s. 16.1(1)).
2. Annual Sidewalk Condition Assessments (SCA) have been completed in accordance with O. Reg. 293/02.
3. Safe Sidewalks Canada undertook the annual Sidewalk Condition Assessment (SCA) for the 13-kilometres of Township sidewalks on June 27 and June 28, 2022.
4. The estimated cost to address all sidewalk defects is estimated between \$65,000 and \$75,000.

ANALYSIS:

5. The recent budgets for sidewalk maintenance have been:
 - a. 2020: \$10,000
 - b. 2021: \$5,000
 - c. 2022: \$2,000
6. The sidewalk maintenance budgets were not drawn on during either 2020 or 2021.
7. Administration is requesting an increase of \$8,000 to the 2022 sidewalk maintenance budget. This increase would provide \$10,000 to begin a multi-year sidewalk repair program.
8. The first phase of the multi-year sidewalk repair program would focus in areas with high foot traffic and would include repairing holes, repairing vertical displacement, and (if required) the replacement of full panels.

IMPACT ON 2022 BUDGET:

9. The \$8,000 increase in budget is proposed to be transferred from General Reserves with an intent to maintain this level of service in future years through the annual budget.

DEPARTMENTS CONSULTED

- Treasurer, Mr. Michael Hudson
- Roads Manager, Donnie Smeall

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in our infrastructure and its sustainability.

Goal 4: Improve quality of life in our community.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 122-2022 be received and that the Council of the Township of South Glengarry authorizes the one-time transfer of \$8,000 from General Reserves to the Sidewalk Maintenance account.

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

STAFF REPORT

S.R. No. 123-2022

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

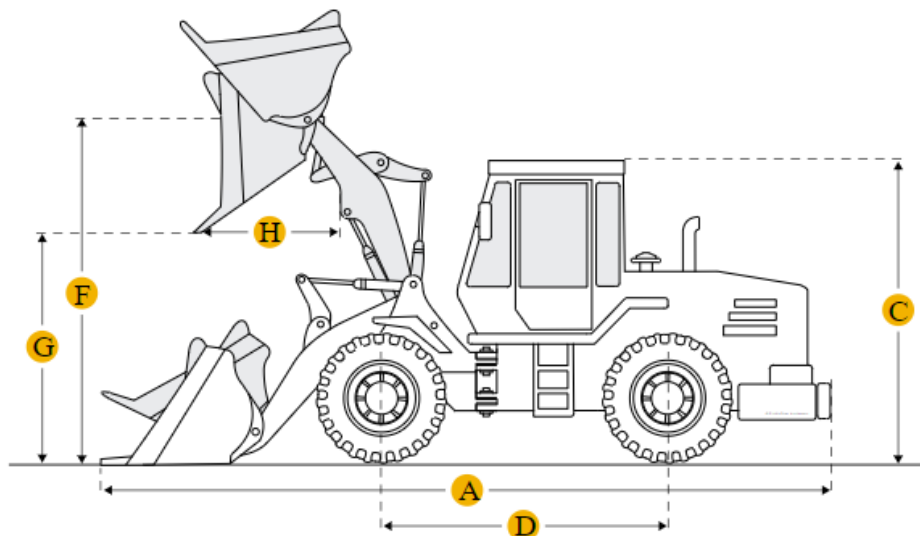
PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: August 2, 2022

SUBJECT: Wheeled Loader Purchase Request

BACKGROUND:

1. The Township currently uses a bucket attachment to the leased Utility Tractor to transfer winter materials from the material storage into the tandem plow units which is operationally inefficient.
2. The Township has an unplanned and unique opportunity to locally purchase a 2011 John Deere 724K High-Lift Wheel Loader (quick-attach) with approximately 12,000 hours for \$100,000 plus HST. The loader includes the following equipment:
 - a. 4.5-yard quick attach bucket
 - b. 8ft EDF quick attach forks
 - c. Loader scale



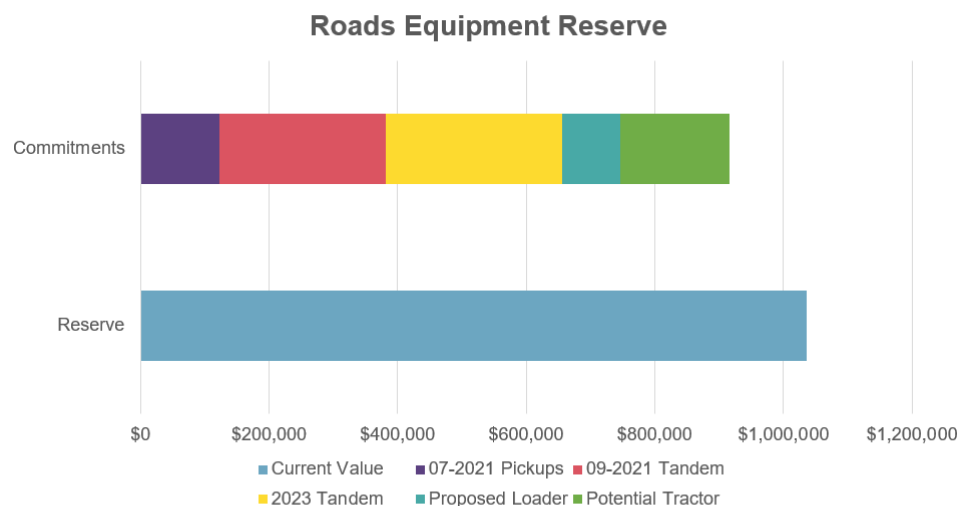
3. The heavy equipment currently in-service as part of the Infrastructure Fleet includes:
 - a. 1994 Champion Grader
 - b. 1996 Caterpillar Compactor
 - c. 2002 Caterpillar Backhoe
 - d. 2010 Caterpillar Grader
 - e. 2017 John Deere Tractor (*lease*)
4. In the coming years, pending developing of the Infrastructure Fleet Asset Management Plan, the aging heavy equipment fleet will be replaced.

ANALYSIS:

5. The Township's Purchasing Policy (By-law 33-18) allows for Non-Competitive Purchases where only one source of supply would be acceptable and cost effective (33-18, S10.1.4).
6. In this instance, the wheeled loader is available locally with no additional freight or delivery charges.
7. Township Roads staff have had the unique opportunity of trialing the wheeled loader through the summer months.
8. The Township Mechanic has performed an inspection on the wheeled loader.

IMPACT ON 2022 BUDGET:

9. This purchase was not included in the 2022 budget and would be drawn from the Roads Equipment Reserve.



Estimated at July 25, 2022

DEPARTMENTS CONSULTED

- Corporate Services
- Finance
- Infrastructure - Roads Division

ALIGNMENT WITH STRATEGIC PLAN:

-

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 123-2022 be received and that the Council of the Township of South Glengarry purchase a wheeled loader from B.D. Millwrighting for \$100,000 plus HST and that the funds be drawn from the Roads Equipment Reserve.

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



STAFF REPORT

S.R. No. 124-2022

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: August 2, 2022

SUBJECT: Tractor Lease Expiration - 2017 John Deere

BACKGROUND:

1. The lease agreement with Green Tech for a 2017 John Deere 6110 M Tractor has a 60-month term that ends on October 24, 2022. The lease included a \$1,700 monthly payment that includes:
 - a. John Deere 6110M Tractor, including a full comprehensive warranty for 750 hours of use per year (\$124,500)
 - b. John Deere H310 Loader (\$13,500)
 - c. Normand N92-280 Snowblower (\$5,000)
2. The worldwide supply chain issues have significantly delayed production and receipt of fleet vehicles. At this time, a replacement tractor for this lease should be procured immediately in advance to avoid a month-to-month rental OR having to return the lease for another buyer.
3. This type of Tractor is used by the Roads crew throughout the year to complete a variety of operational tasks:
 - a. Winter Operations = cleaning parking lots and narrow roads; removing stockpiles of snow from the roadside; and clearing the edges of bridge decks of snow
 - b. Spring Operations = shoulder retrieving
 - c. Summer Operations = roadside mowing (June through October)
4. The leased John Deere Tractor is in the condition expected for a 60-month-old Tractor and still has useful life. However, new tires will be required moving into the winter season at an estimated expense of \$5,000 - \$7,000.
5. The heavy equipment currently in-service as part of the Infrastructure Fleet includes:
 - a. 1994 Champion Grader

- b. 1996 Caterpillar Compactor
 - c. 2002 Caterpillar Backhoe
 - d. 2010 Caterpillar Grader
 - e. 2017 John Deere Tractor (*lease*)
6. In the coming years, pending developing of the Infrastructure Fleet Asset Management Plan, the aging heavy equipment fleet will be replaced.

ANALYSIS:

- 7. The leased tractor is in decent used condition, but it is not without its maintenance issues.
- 8. The DEF systems that all tractors are equipped with are expensive to fix and repairs cannot be completed in-house by the Township Mechanic. The leased Tractor has been having DEF issues and recently had a major repair which was not included in the lease agreement.
- 9. The increased complexity of sensors and electronics on modern tractors complicate the ongoing maintenance, servicing, and diagnosis – requiring that this work is completed by a third-party.
- 10. The historical average annual cost of maintenance for this piece of equipment has been approximately \$6,300 / year with costs increasing each year. The 2021 maintenance costs were over \$7,000.

IMPACT ON 2022 BUDGET:

- 11. The impact to the 2022 budget is contingent upon the direction provided by Council. Administration obtained quotes for four scenarios:

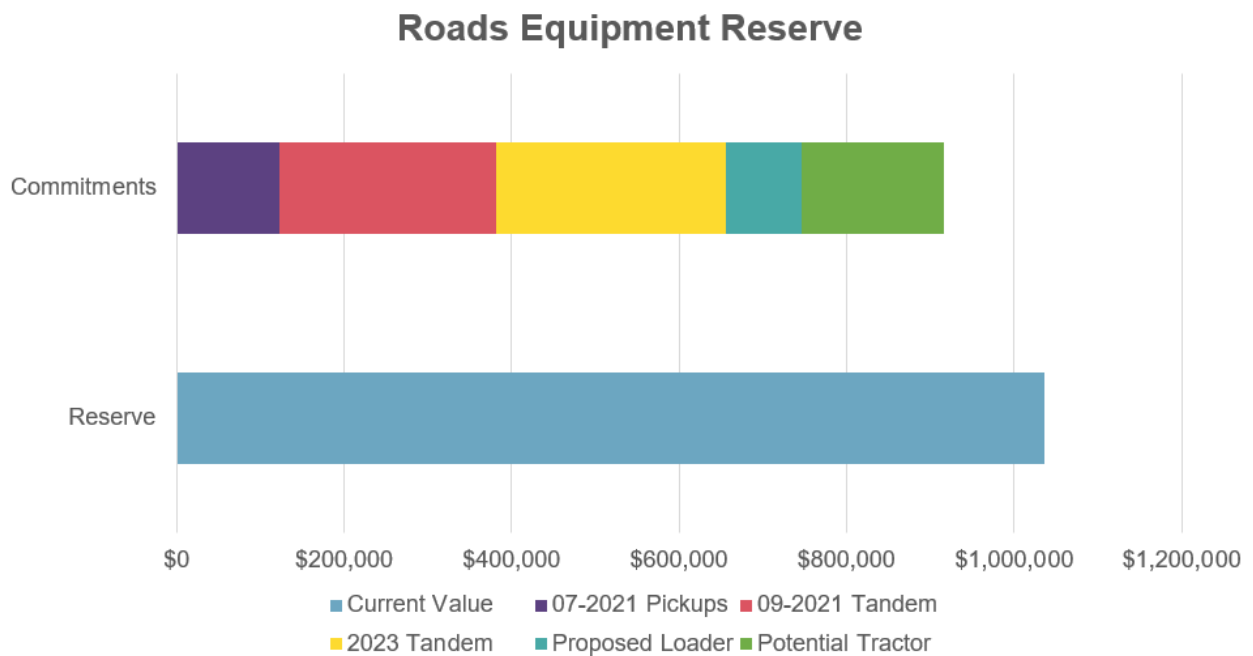
- Option A:** 5-Year Lease without Maintenance
- Option B (preferred):** 5-Year Lease with full Maintenance
- Option C:** Purchase of a new Tractor and accessories
- Option D:** Buy-out existing lease

- 12. The associated costs and 2022 budget impact for each option are provided in the table below.

Option	Associated Costs	2022 Budget Impact
A	\$2,600 / month in lease payments \$525 / month in maintenance costs (averaged and approximate)	\$3,600 increase
B	\$2,800 / month in lease payments	\$2,300 increase
C	\$170,000 purchase price \$525 / month in maintenance costs	\$170,000 increase

Option	Associated Costs	2022 Budget Impact
D	\$44,600 purchase price \$5,000 - \$7,000 immediate expenditure required to replace the tires \$525 / month in maintenance costs (increasing annually)	\$50,000 increase

13. The current value of the Roads Equipment Reserve compared to the proposed and committed purchases is provided in the figure below. The value carried for the potential tractor is the highest cost Option C. Note that Options A and B would not impact the Roads Equipment Reserve and would be accommodated through the annual operating budget.



Estimated at July 25, 2022

14. Administration prefers Option B: 5-Year Lease with Full Maintenance when considering:

- The condition of the current leased unit
- The age and condition of the remaining Infrastructure heavy equipment fleet
- The balance and current commitments against the Road and Equipment Reserve

DEPARTMENTS CONSULTED

- Corporate Services
- Finance
- Infrastructure - Roads Division

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in infrastructure and its sustainability.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 124-2022 be received and that Council authorize the General Manager of Infrastructure to:

_____ Option A: obtain quotes and enter into a 5-year lease agreement for one comparable Tractor and accessories with no maintenance plan; including signing all relevant documents.

_____ Option B: obtain quotes and enter into a 5-year lease agreement for one comparable Tractor and accessories with a full maintenance plan; including signing all relevant documents.

_____ Option C: prepare an RFQ for the purchase of one comparable Tractor and accessories.

_____ Option 3: buy-out the 2017 John Deere 6110 M Tractor from Green Tech for \$44,600; including signing all relevant documents.

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



Sales Manual

US / Canada

Specifications

[Specs](#) | [Compare Related Models \(javascript:fetchCompetitorModels1\(this.form,'GETCOMPMODELS'\)\)](#) | [Compare All Models \(javascript:fetchCompetitors1\(this.form,'GETCOMPALL'\)\)](#) | [Printer-Friendly Version](#) | [Export to Excel \(javascript:void\(0\)\)](#) | [Change Display Options \(javascript:void\(0\)\)](#)

JOHN DEERE 620R MSL ON 6110R/M, 6120R/M, AND 6130R/M

TECHNICAL DRAWING

Technical drawing

[View diagram \(JavaScript:void\(0\)\)](#)

TRACTOR

Model	6110R/M, 6120R/M, 6130R/M
Front tire	480/70R28
Rear tire	520/70R38
Front axle configuration	MFWD with Limited Slip Differential
Wheelbase	2580 mm 102 in.
Pump capacity	114 L/min 30.1 gpm
Rated pressure	200 bar 2900 psi

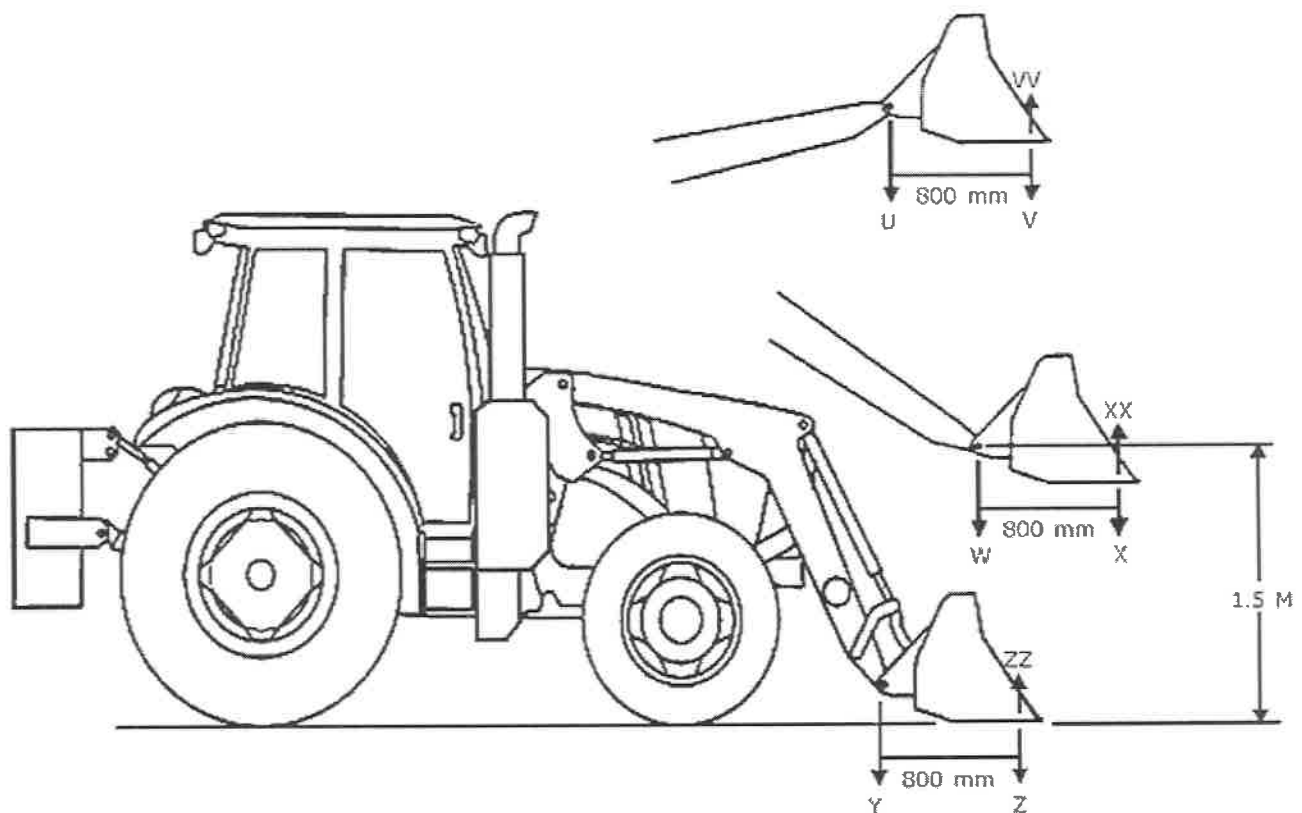
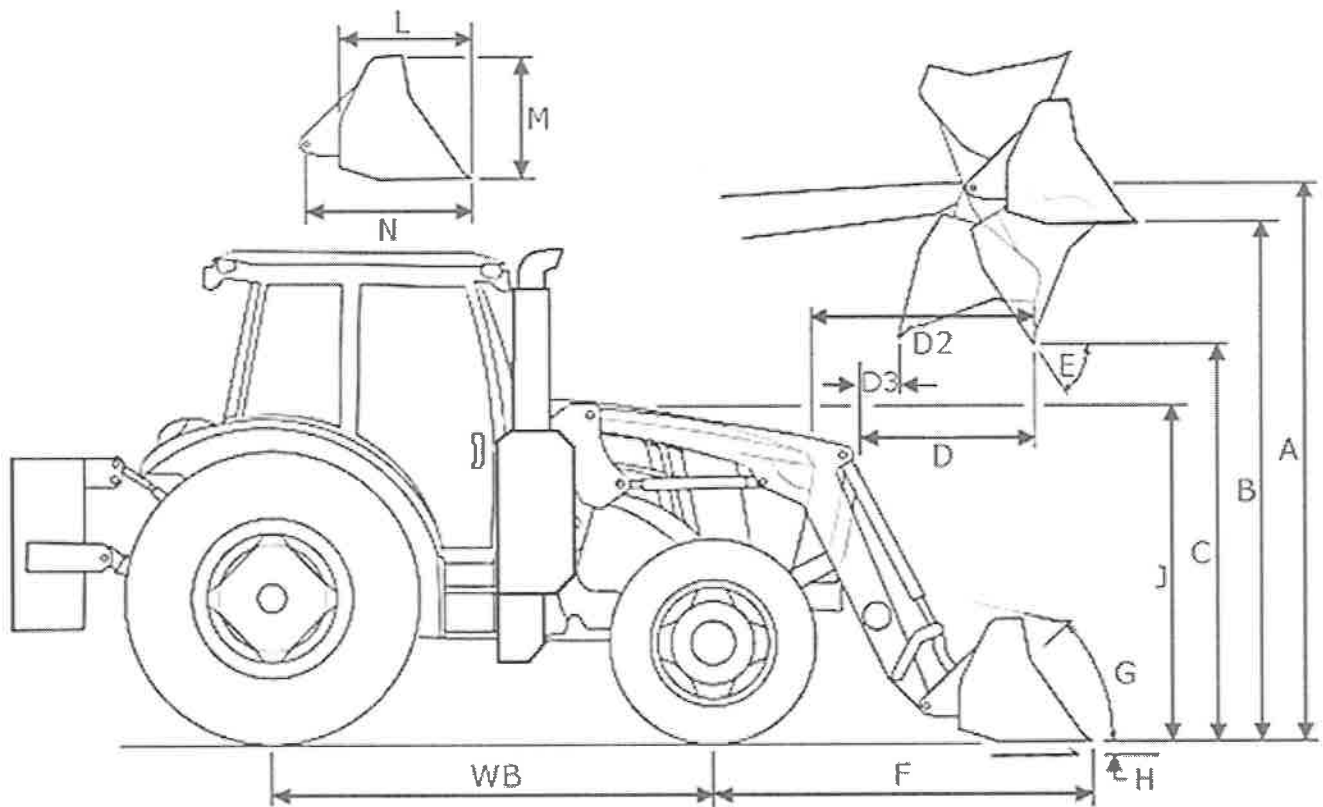
LOADER

Base weight	1486.4
Leveling configuration	Mechanical Self Leveling (MSL)
Bucket used	2150HD Grapple
Bucket weight	372 kg 821 lb
Lift capacity at full height	---
Measured at pivot (U)	2341 kg 5161 lb
Measured at 800 mm ahead of pivot (V)	2181 kg 4808 lb
Lift capacity at 59 in. (1500 mm)	---
Measured at pivot (W)	2685 kg 5919 lb
Measured at 800 mm ahead of pivot (X)	2530 kg 5578 lb
Boom breakout force	---
Measured at pivot (Y)	3010 kgf 6636 lbf
Measured at 800 mm ahead of pivot (Z)	2552 kgf 5626 lbf
Bucket rollback force capacity	---
At maximum height (VV)	2436 kgf 5730 lbf
At 59-in. (1500-mm) lift height (XX)	4300 kgf 9480 lbf
At ground-level line (ZZ)	4240 kgf 9348 lbf
Dimensions	---
Maximum lift height (A)	4124 mm 162 in.

At full height - bucket level(B)	3884 mm 153 in.
At full height - bucket dumped (C)	3116 mm 123 in.
Digging depth (H)	60 mm 2 in.
Reach	---
At maximum height (D)	770 mm 30 in.
At ground level - bucket level (F)	2509 mm 99 in.
Bucket angle	---
Dump angle, degrees (E)	-59 degree (angle)
Rollback angle, degrees (G)	48 degree (angle)
Dump angle, ground	-100 degree (angle)
Cycle times	---
Loader raise, seconds	3.37 seconds
Loader lower, seconds	2.53 seconds
Bucket dump, seconds	1.81 seconds
Bucket rollback, seconds	1.81 seconds

[Home \(http://dlrdoc.deere.com/sales/salesmanual/index.html\)](http://dlrdoc.deere.com/sales/salesmanual/index.html) | [Feedback \(http://dlrdoc.deere.com/sales/salesmanual/feedback form.html\)](http://dlrdoc.deere.com/sales/salesmanual/feedback form.html) | [Help \(http://dlrdoc.deere.com/sales/salesmanual/en_NA/marketing tools/help videos mt.html\)](http://dlrdoc.deere.com/sales/salesmanual/en_NA/marketing tools/help videos mt.html) | [Privacy & Data \(http://www.deere.com/privacy and data/privacy and data us.page\)](http://www.deere.com/privacy and data/privacy and data us.page) | [Legal \(http://www.deere.com/en_US/footer/legal.page\)](http://www.deere.com/en_US/footer/legal.page)

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STAFF REPORT

S.R. No. 125-2022

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: August 4, 2022

SUBJECT: Design Award – Glen Walter Water Tower

BACKGROUND:

1. The project estimate for the rehabilitation of Glen Walter's Water Treatment Plant (WTP) water assets is \$4,972,000. The general scope of work broadly includes:
 - a. Rehabilitation of the existing reservoir with a new and elevated water storage tank with new pumps.
 - b. Replacement of 4,000 metres of existing watermains.
2. The Township was successful in obtaining provincial and federal funding (\$3,645,967.60) for this project with the remainder funded through other means.
3. Once the Transfer Payment Agreement is executed, the project will be eligible for funding, the project can begin, and the Township can engage the services of a consulting engineer to assist the Township in completing the design and tender packages for the work.
4. RFP 18-2021 was an open procurement to select firms to provide Professional Municipal Engineering Services on an "as-needed" basis. Three firms were selected (Staff Report 162-2021) to provide these services:
 - a. Ainley & Associates Limited
 - b. EVB Engineering
 - c. Morrison Hershfield Limited
5. RFP 10-2022 was an open procurement for a related and separate project to complete a Schedule 'C' Environmental Assessment for the expansion of each Glen Walter plant (Water Treatment and Water Pollution Control). This RFP received three proposals from qualified consulting firms (Staff Report 81-2022), two of which are currently on the Township's engineering roster.

6. Ainley & Associates Limited presented a strong technical submission to both RFP 18-2021 and RFP 10-2022 with demonstrated experience across Ontario with the planning and design of water and wastewater infrastructure for treatment, distribution, and collection.
7. Administration has approached Ainley & Associates Limited to provide a proposal and fee estimate to provide consulting engineering services for the Glen Walter Water Tower project.

ANALYSIS:

8. The Township's Procurement By-law 33-18 allows for non-competitive purchases. The requirement for notification and / or competitive solicitation for goods and services may be waived by the CAO and replaced with negotiations by Administration where:
 - a. The possibility of a follow-on Assignment was identified in the original solicitation (RFP18-2021)
 - b. Delivery time is critical
9. Ainley & Associates Limited has the corporate experience and individual knowledge to complete this project successfully. Furthermore, they have the capacity to undertake this design work within the compressed schedule required to meet the funding deadlines.
10. In accordance with the Procurement By-law (S10.3), Administration worked with Ainley & Associates Limited to prepare the project scope and schedule in keeping with the terms of the available funding:

Part A: Water Storage Tank (water tower)

- a. Schedule 'B' Environmental Assessment, Sept – Dec 2022
- b. Design (30%, 60%, 90%, 100%), Jan – June 2023
- c. Tender Preparation and Support, July – Aug 2023

Part B: Watermains and Pump Replacement

- a. Field Investigations, Sept – Dec 2022
- b. Design (30%, 60%, 90%, 100%), Jan – Aug 2023
- c. Tender Preparation and Support Sept – Oct 2023

11. The negotiated engineering fee to complete both phases of work is \$319,950.00 which is 6.5% of the estimated project cost.

12. The estimated fee for the design and tender preparation is reasonable considering that design in a County / Township setting is typically estimated at 8% of construction costs.

IMPACT ON 2022 BUDGET:

13. This work was not included in the 2022 budget. However, funding has successfully been obtained which will cover the 2022 expenditures.
14. Subsequent year expenditures will be budgeted according to the terms of the Transfer Payment Agreement (roughly 40% federal, 33% provincial, 27% municipal).

ALIGNMENT WITH STRATEGIC PLAN:

Goal 1: Enhance economic growth and prosperity
Goal 2: Invest in Infrastructure and its sustainability

DEPARTMENTS CONSULTED:

1. Tim Mills, CAO, Corporate Services
2. Dillen Seguin, Director Water and Wastewater

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 125-2022 be received and that the Corporation of the Township of South Glengarry enter into an agreement with Ainley & Associates Limited to provide Engineering Services for Water Tower and Watermain Design in accordance with their proposal dated July 28, 2022 for \$319,950.00.

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



STAFF REPORT

S.R. No. 130-2022

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: August 2, 2022

SUBJECT: Bundled Bridges (RFP #20-2022) Award

BACKGROUND:

1. Council approved the detailed design assignments for structures numbers 30019, 30023, 30024, 30035, and 30052 through Staff Report #152-2021.
2. These five structure rehabilitations were identified as a high priority in the Township/s 2021 Ontario Structural Inspection Manual (OSIM) Report.
3. The scope of work generally includes the partial and full depth concrete repairs, the addition of headwalls, crack injection, waterproofing and paving of the five structures.
4. Construction is planned for the autumn of 2022 to accommodate a bird nesting window.
5. The Procurement for the bundled bridges rehabilitation closed on Thursday July 28, 2022. There were two addendums issued.
6. There were two submissions for the project which were **all accepted** and deemed complete.

Proponent	Total Price (excl. HST)
Dalcon Constructors Ltd.	\$487,000.00
GIP Paving Inc.	\$913,241.00

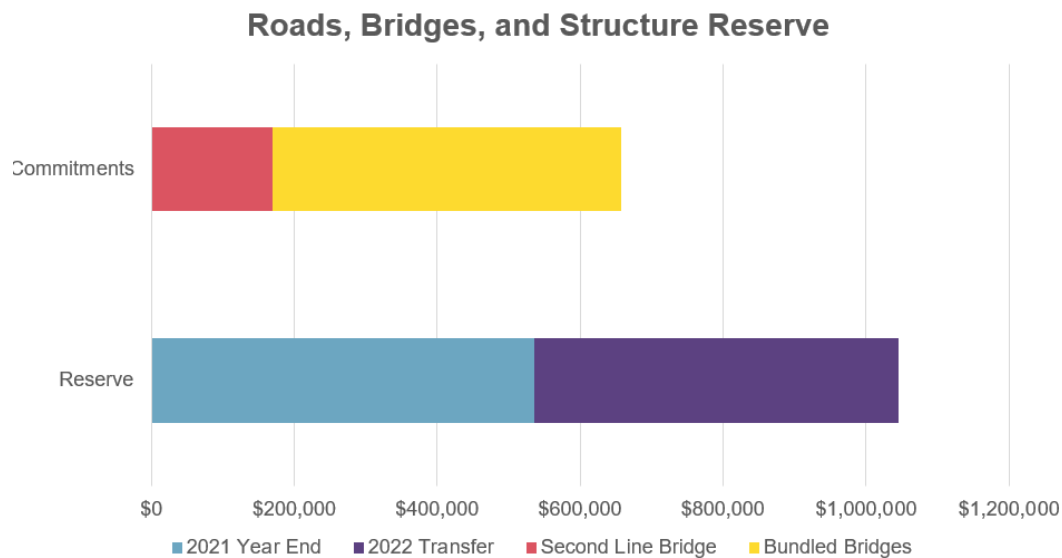
ANALYSIS:

7. 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.

8. The low bid has sufficient experience to complete the work and has acknowledged all three addendums.
9. The Roads Working Committee has suggested that the annual budget include \$510,000 for structure rehabilitation. This value was derived from the 10-year capital budget (reference 2022 Asset Management Plan) as an annual average. 2022 was anticipated to be over the average, while the 2023 plan is anticipated to be under the average.

IMPACT ON 2022 BUDGET:

10. The Roads, Bridges, and Structures Reserve includes:
 - a. \$534,987 carried forward from 2021
 - b. \$510,000 transferred through the 2022 budget for these rehabilitations
11. The Second Line Road Bridge Rehabilitation (SN 30043) included a budget of \$410,000. All overages for the rehabilitation are being funded through the Roads, Bridges, and Structures Reserve.
12. The current estimated allocation of the 2022 structures budgets (Second Line Bridge and Bundled Bridges) is provided in the following figure



Estimated at July 29, 2022

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in our infrastructure and its sustainability.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 130-2022 be received and that the Council of the Township of South Glengarry award Procurement 20-2022 for 5 Structure Rehabilitations to Dalcon Constructors Ltd. as per their submission of \$487,000.00 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**

July 29, 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. 20-2022 5 STRUCTURE REHABILITATIONS

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

Two (2) tenders were received, each of which were reviewed for mathematical errors and omissions. Both tenders were deemed complete. Note that both tenders included lists of similar work experience with similar or higher project value.

Table 1 – Tender Summary

No.	CONTRACTOR	AMOUNT (INCL. HST)	DOCUMENTATION (✓)		
			COMPLETED & SIGNED	BID DEPOSIT	ADDENDA NO. NOTED
1	Dalcon Constructors Ltd.	\$550,310.00	✓	✓	2
2	GIP Paving Inc.	\$1,031,962.33	✓	✓	2

The tendered work is for the rehabilitation of five structures, with work including partial and full depth concrete repairs, the addition of headwalls, crack injection, waterproofing and paving.

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 Dalcon Constructors Ltd. in the amount of \$550,310.00 (incl. HST). 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,

A handwritten signature in blue ink, reading "Christine Shillinglaw". The signature is written in a cursive, flowing style.

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

MPCE File No. CCO-22-3043

South Glengarry Township

Rehabilitation of 5 Structures

Site	Engineer's Estimate	Dalton Constructors Ltd.	GIP Paving Inc.
Rehabilitation of the Glen Donald Road Culvert (SN30019)	\$78,241.64	\$ 127,827.00	\$ 183,784.30
Rehabilitation of the Glen Roy Road Bridge (SN30023)	\$190,954.00	\$ 127,197.54	\$ 216,885.20
Rehabilitation of the Glen Roy Road Culvert (SN30024)	\$57,247.00	\$ 27,918.00	\$ 71,296.80
Rehabilitation of the First Line Road Culvert (SN30035)	\$116,738.50	\$ 86,131.70	\$ 198,708.20
Rehabilitation of the Roy's Road Culvert (SN30052)	\$165,259.50	\$ 117,925.76	\$ 242,566.50
Subtotal	\$608,440.64	\$ 487,000.00	\$ 913,241.00
Contingency (10%)	\$60,844.06		
Total	\$669,284.70		
HST (13%)	\$87,007.01	\$ 63,310.00	\$ 118,721.33
Total (Including HST)	\$756,291.72	\$ 550,310.00	\$ 1,031,962.33

South Glengarry Township Rehabilitation of the Glen Donald Road Culvert (SN30019) Engineer's Estimate Dalcon Constructors Ltd. GIP Paving Inc.										
Item No.	Spec Code	Item Description	Unit	Quantity	Unit Price	Total Cost	Unit Price	Amount	Unit Price	Amount
1	OPSS.MUNI 805, SP#1	Environmental / Watercourse Protection	LS	1.00	\$6,250.00	\$6,250.00	\$ 5,760.00	\$ 5,760.00	\$ 7,955.00	\$ 7,955.00
2	OPSS.MUNI 706, SP#2	Traffic Control Plan	LS	1.00	\$15,000.00	\$15,000.00	\$ 12,700.00	\$ 12,700.00	\$ 13,970.00	\$ 13,970.00
3	OPSS.MUNI 902	Earth Excavation for Structure	m ³	9.00	\$63.00	\$567.00	\$ 552.00	\$ 4,968.00	\$ 810.00	\$ 7,290.00
4	OPSS.MUNI 904	Concrete in Culverts	m ³	5.90	\$3,900.00	\$23,010.00	\$ 4,400.00	\$ 25,960.00	\$ 6,990.00	\$ 41,241.00
5	OPSS.MUNI 904	Dowels into Concrete - 15M	ea	50.00	\$50.00	\$2,500.00	\$ 25.00	\$ 1,250.00	\$ 52.50	\$ 2,625.00
6	OPSS.MUNI 905	Reinforcing Steel	t	0.84	\$6,500.00	\$5,460.00	\$ 5,700.00	\$ 4,788.00	\$ 14,120.00	\$ 11,860.80
7	OPSS.MUNI 914	Culvert Deck Waterproofing	m ²	15.00	\$100.00	\$1,500.00	\$ 482.00	\$ 7,230.00	\$ 226.00	\$ 3,390.00
8	OPSS.MUNI 914	Deck Surface Preparation	m ²	15.00	\$15.00	\$225.00	\$ 77.00	\$ 1,155.00	\$ 136.00	\$ 2,040.00
9	OPSS.MUNI 928	Concrete Removal - Partial Depth - Type B	m ²	0.50	\$1,200.00	\$600.00	\$ 4,400.00	\$ 2,200.00	\$ 6,030.00	\$ 3,015.00
10	OPSS.MUNI 928	Concrete Removal - Partial Depth - Type C	m ²	0.70	\$1,400.00	\$980.00	\$ 3,500.00	\$ 2,450.00	\$ 11,840.00	\$ 8,288.00
11	OPSS.MUNI 928	Concrete Removal - Full Depth	m ³	3.30	\$3,000.00	\$9,900.00	\$ 5,700.00	\$ 18,810.00	\$ 5,310.00	\$ 17,523.00
12	OPSS.MUNI 929	Abrasive Blast Cleaning of Reinforcing Steel	m ²	12.00	\$90.00	\$1,080.00	\$ 129.00	\$ 1,548.00	\$ 165.00	\$ 1,980.00
13	OPSS.MUNI 930	Concrete Patches, Formed Surface	m ²	1.20	\$4,600.00	\$5,520.00	\$ 6,060.00	\$ 7,272.00	\$ 11,700.00	\$ 14,040.00
14	OPSS.MUNI 510 SP#7	Saw Cutting of Asphalt	m	7.50	\$13.00	\$97.50	\$ 73.00	\$ 547.50	\$ 108.00	\$ 810.00
15	OPSS.MUNI 510 SP#3	Removal of Asphalt - Full Depth (Stripping)	m ²	7.50	\$35.00	\$262.50	\$ 107.00	\$ 802.50	\$ 308.00	\$ 2,310.00
16	OPSS.MUNI 314, OPSS.MUNI 501	Granular 'A'	t	22.00	\$40.00	\$880.00	\$ 143.00	\$ 3,146.00	\$ 232.00	\$ 5,104.00
17	OPSS.MUNI 310	Performance Graded Superpave 12.5mm Level B (PG 58-34)	t	1.50	\$500.00	\$750.00	\$ 1,800.00	\$ 2,700.00	\$ 8,215.00	\$ 12,322.50
18	SP#4	Remove, Salvage, and Reinstall Steel Beam Guiderail	m	12.00	\$120.00	\$1,440.00	\$ 922.00	\$ 11,064.00	\$ 1,015.00	\$ 12,180.00
19	510	Remove and Replace Steel Beam Guiderail (Provisional)	m	12.00	\$184.97	\$2,219.64	\$ 1,123.00	\$ 13,476.00	\$ 1,320.00	\$ 15,840.00
Subtotal						\$78,241.64		\$ 127,827.00		\$ 183,784.30
Contingency (10%)						\$7,824.16				
Total						\$86,065.80				
HST (13%)						\$11,188.55		\$ 16,617.51		\$ 23,891.96
Total (Including HST)						\$97,254.36		\$ 144,444.51		\$ 207,676.26

South Glengarry Township Rehabilitation of the Glen Roy Road Bridge (SN30023) Engineer's Estimate Dalcon Constructors Ltd. GIP Paving Inc.										
Item No.	Spec Code	Item Description	Unit	Quantity	Unit Price	Total Cost	Unit Price	Amount	Unit Price	Amount
1	OPSS.MUNI 805, SP#1	Environmental / Watercourse Protection	LS	1.00	\$6,250.00	\$6,250.00	\$ 5,760.00	\$ 5,760.00	\$ 10,430.00	\$ 10,430.00
2	OPSS.MUNI 706, SP#2	Traffic Control Plan	LS	1.00	\$15,000.00	\$15,000.00	\$ 12,600.00	\$ 12,600.00	\$ 13,970.00	\$ 13,970.00
3	OPSS.MUNI 510, SP#3	Removal of Asphalt Pavement, Full-Depth	m²	147.00	\$35.00	\$5,145.00	\$ 27.00	\$ 3,969.00	\$ 44.50	\$ 6,541.50
4	OPSS.MUNI 510, SP#3	Removal of Asphalt Pavement, Partial-Depth (Milling)	m²	30.00	\$300.00	\$9,000.00	\$ 195.00	\$ 5,850.00	\$ 175.00	\$ 5,250.00
5	OPSS.MUNI 928, SP#3	Concrete Removal - Partial Depth - Type A	m²	10.50	\$500.00	\$5,250.00	\$ 922.00	\$ 9,681.00	\$ 810.00	\$ 8,505.00
6	OPSS.MUNI 928, SP#3	Concrete Removal - Partial Depth - Type B	m²	5.40	\$1,200.00	\$6,480.00	\$ 877.00	\$ 4,735.80	\$ 1,740.00	\$ 9,396.00
7	OPSS.MUNI 928, SP#3	Concrete Removal - Partial Depth - Type C	m²	5.20	\$1,400.00	\$7,280.00	\$ 681.00	\$ 3,541.20	\$ 1,480.00	\$ 7,696.00
8	OPSS.MUNI 929	Abrasive Blast Cleaning of Reinforcing Steel	m²	21.10	\$90.00	\$1,899.00	\$ 113.00	\$ 2,384.30	\$ 187.00	\$ 3,945.70
9	930	Modification of deck drains	ea	4.00	\$1,000.00	\$4,000.00	\$ 1,019.00	\$ 4,076.00	\$ 2,395.00	\$ 9,580.00
10	OPSS.MUNI 930	Concrete Patches, Formed Surface	m²	10.60	\$4,600.00	\$48,760.00	\$ 1,271.00	\$ 13,472.60	\$ 3,505.00	\$ 37,153.00
11	OPSS.MUNI 930	Concrete Patches, Unformed Surface	m²	10.50	\$600.00	\$6,300.00	\$ 515.00	\$ 5,407.50	\$ 728.00	\$ 7,644.00
12	OPSS.MUNI 914	Bridge Deck Waterproofing	m²	140.00	\$80.00	\$11,200.00	\$ 123.00	\$ 17,220.00	\$ 88.00	\$ 12,320.00
13	OPSS.MUNI 914	Deck Surface Preparation	m²	140.00	\$100.00	\$14,000.00	\$ 13.00	\$ 1,820.00	\$ 27.00	\$ 3,780.00
14	OPSS.MUNI 310, SP#9	Performance Graded Superpave 12.5 mm Level B (PG 58-34)	t	29.00	\$500.00	\$14,500.00	\$ 455.00	\$ 13,195.00	\$ 538.00	\$ 15,602.00
15	OPSS.MUNI 310	Performance Graded Superpave 19.0 mm Level B (PG 58-34)	t	32.00	\$500.00	\$16,000.00	\$ 455.00	\$ 14,560.00	\$ 686.00	\$ 21,952.00
16	OPSS.MUNI 928	Access To Work Area, Work Platform and Scaffolding	LS	1.00	\$15,000.00	\$15,000.00	\$ 6,042.14	\$ 6,042.14	\$ 28,600.00	\$ 28,600.00
17	OPSS.MUNI 510 SP#7	Saw Cutting of Asphalt	m	30.00	\$13.00	\$390.00	\$ 18.30	\$ 549.00	\$ 39.50	\$ 1,185.00
18	OPSS.MUNI 932	Epoxy Crack Injection	m	2.00	\$750.00	\$1,500.00	\$ 567.00	\$ 1,134.00	\$ 3,475.00	\$ 6,950.00
19	OPSS.MUNI 491, SP#12	Protection of Utilities	LS	1.00	\$3,000.00	\$3,000.00	\$ 1,200.00	\$ 1,200.00	\$ 6,385.00	\$ 6,385.00
Subtotal						\$190,954.00		\$ 127,197.54		\$ 216,885.20
Contingency (10%)						\$19,095.40				
Total						\$210,049.40				
HST (13%)						\$27,306.42		\$ 16,535.68		\$ 28,195.08
Total (Including HST)						\$237,355.82		\$ 143,733.22		\$ 245,080.28

South Glengarry Township
Rehabilitation of the Glen Roy Road Culvert (SN30024)

Engineer's Estimate

Dalcon Constructors Ltd.

GIP Paving Inc.

Item No.	Spec Code	Item Description	Unit	Quantity	Unit Price	Total Cost	Unit Price	Amount	Unit Price	Amount
1	OPSS.MUNI 805, SP#1	Environmental / Watercourse Protection	LS	1.00	\$6,250.00	\$6,250.00	\$ 3,566.00	\$ 3,566.00	\$ 10,930.00	\$ 10,930.00
2	OPSS.MUNI 706, SP#2	Traffic Control Plan	LS	1.00	\$5,000.00	\$5,000.00	\$ 8,400.00	\$ 8,400.00	\$ 10,950.00	\$ 10,950.00
3	OPSS.MUNI 928	Concrete Removal - Partial Depth - Type B	m²	7.30	\$1,200.00	\$8,760.00	\$ 586.00	\$ 4,277.80	\$ 2,425.00	\$ 17,702.50
4	OPSS.MUNI 929	Abrasive Blast Cleaning of Reinforcing Steel	m²	7.30	\$90.00	\$657.00	\$ 195.00	\$ 1,423.50	\$ 396.00	\$ 2,890.80
5	OPSS.MUNI 930	Concrete Patches, Formed Surface	m²	7.30	\$4,600.00	\$33,580.00	\$ 939.00	\$ 6,854.70	\$ 2,995.00	\$ 21,863.50
6	OPSS.MUNI 932	Epoxy Crack Injection	m	6.00	\$500.00	\$3,000.00	\$ 566.00	\$ 3,396.00	\$ 1,160.00	\$ 6,960.00
Subtotal						\$57,247.00		\$ 27,918.00		\$ 71,296.80
Contingency (10%)						\$5,724.70				
Total						\$62,971.70				
HST (13%)						\$8,186.32		\$ 3,629.34		\$ 9,268.58
Total (Including HST)						\$71,158.02		\$ 31,547.34		\$ 80,565.38

South Glengarry Township Rehabilitation of the First Line Road Culvert (SN30035) Engineer's Estimate Dalcon Constructors Ltd. GIP Paving Inc.										
Item No.	Spec Code	Item Description	Unit	Quantity	Unit Price	Total Cost	Unit Price	Amount	Unit Price	Amount
1	OPSS.MUNI 805, SP#1	Environmental / Watercourse Protection	LS	1.00	\$6,250.00	\$6,250.00	\$ 5,900.00	\$ 5,900.00	\$ 12,880.00	\$ 12,880.00
2	OPSS.MUNI 706, SP#2	Traffic Control Plan	LS	1.00	\$15,000.00	\$15,000.00	\$ 8,400.00	\$ 8,400.00	\$ 10,950.00	\$ 10,950.00
3	OPSS.MUNI 902	Earth Excavation for Structure	m ³	9.00	\$63.00	\$567.00	\$ 227.00	\$ 2,043.00	\$ 810.00	\$ 7,290.00
4	OPSS.MUNI 904	Concrete in Culverts	m ³	6.50	\$3,900.00	\$25,350.00	\$ 3,200.00	\$ 20,800.00	\$ 9,140.00	\$ 59,410.00
5	OPSS.MUNI 904	Dowels into Concrete - 15M	ea	56.00	\$50.00	\$2,800.00	\$ 34.00	\$ 1,904.00	\$ 52.50	\$ 2,940.00
6	OPSS.MUNI 905	Reinforcing Steel	t	1.00	\$6,500.00	\$6,500.00	\$ 5,408.00	\$ 5,408.00	\$ 15,320.00	\$ 15,320.00
7	OPSS.MUNI 914	Culvert Deck Waterproofing	m ²	15.00	\$100.00	\$1,500.00	\$ 377.00	\$ 5,655.00	\$ 226.00	\$ 3,390.00
8	OPSS.MUNI 914	Deck Surface Preparation	m ²	15.00	\$15.00	\$225.00	\$ 77.00	\$ 1,155.00	\$ 136.00	\$ 2,040.00
9	OPSS.MUNI 928	Concrete Removal - Partial Depth - Type C	m ²	7.30	\$1,400.00	\$10,220.00	\$ 528.00	\$ 3,854.40	\$ 1,480.00	\$ 10,804.00
10	OPSS.MUNI 928	Concrete Removal - Full Depth	m ³	3.70	\$3,000.00	\$11,100.00	\$ 4,400.00	\$ 16,280.00	\$ 4,735.00	\$ 17,519.50
11	OPSS.MUNI 929	Abrasive Blast Cleaning of Reinforcing Steel	m ²	19.60	\$90.00	\$1,764.00	\$ 111.00	\$ 2,175.60	\$ 392.00	\$ 7,683.20
12	OPSS.MUNI 930	Concrete Patches, Formed Surface	m ²	7.30	\$4,600.00	\$33,580.00	\$ 939.00	\$ 6,854.70	\$ 3,115.00	\$ 22,739.50
13	OPSS.MUNI 510 SP#7	Saw Cutting of Asphalt	m	10.00	\$13.00	\$130.00	\$ 55.00	\$ 550.00	\$ 80.50	\$ 805.00
14	OPSS.MUNI 510 SP#3	Removal of Asphalt - Full Depth (Stripping)	m ²	7.50	\$35.00	\$262.50	\$ 107.00	\$ 802.50	\$ 443.00	\$ 3,322.50
15	OPSS.MUNI 314, OPSS.MUNI 501	Granular 'A'	t	16.00	\$40.00	\$640.00	\$ 181.00	\$ 2,896.00	\$ 579.00	\$ 9,264.00
16	OPSS.MUNI 310	Performance Graded Superpave 12.5mm Level B (PG 58-34)	t	1.7	500	\$850.00	\$ 855.00	\$ 1,453.50	\$ 7,265.00	\$ 12,350.50
Subtotal						\$116,738.50		\$ 86,131.70		\$ 198,708.20
Contingency (10%)						\$11,673.85				
Total						\$128,412.35				
HST (13%)						\$16,693.61		\$ 11,197.12		\$ 25,832.07
Total (Including HST)						\$145,105.96		\$ 97,328.82		\$ 224,540.27

South Glengarry Township
Rehabilitation of the Roy's Road Culvert (SN30052)

Engineer's Estimate

Dalcon Constructors Ltd.

GIP Paving Inc.

Item No.	Spec Code	Item Description	Unit	Quantity	Unit Price	Total Cost	Unit Price	Amount	Unit Price	Amount
1	OPSS.MUNI 805, SP#1	Environmental / Watercourse Protection	LS	1.00	\$6,250.00	\$6,250.00	\$ 5,450.00	\$ 5,450.00	\$ 7,770.00	\$ 7,770.00
2	OPSS.MUNI 706, SP#2	Traffic Control Plan	LS	1.00	\$15,000.00	\$15,000.00	\$ 7,492.00	\$ 7,492.00	\$ 9,130.00	\$ 9,130.00
3	OPSS.MUNI 902	Earth Excavation for Structure	m ³	8.50	\$63.00	\$535.50	\$ 372.00	\$ 3,162.00	\$ 1,500.00	\$ 12,750.00
4	OPSS.MUNI 904	Concrete in Culverts	m ³	10.00	\$3,900.00	\$39,000.00	\$ 2,100.00	\$ 21,000.00	\$ 6,800.00	\$ 68,000.00
5	OPSS.MUNI 904	Dowels into Concrete - 15M	ea	72.00	\$50.00	\$3,600.00	\$ 38.00	\$ 2,736.00	\$ 52.50	\$ 3,780.00
6	OPSS.MUNI 905	Reinforcing Steel	t	1.26	\$6,500.00	\$8,190.00	\$ 5,231.00	\$ 6,591.06	\$ 14,120.00	\$ 17,791.20
7	OPSS.MUNI 914	Culvert Deck Waterproofing	m ²	20.00	\$100.00	\$2,000.00	\$ 377.00	\$ 7,540.00	\$ 169.00	\$ 3,380.00
8	OPSS.MUNI 914	Deck Surface Preparation	m ²	20.00	\$15.00	\$300.00	\$ 64.00	\$ 1,280.00	\$ 102.00	\$ 2,040.00
9	OPSS.MUNI 928	Concrete Removal - Partial Depth - Type B	m ²	1.10	\$1,200.00	\$1,320.00	\$ 5,088.00	\$ 5,596.80	\$ 2,660.00	\$ 2,926.00
10	OPSS.MUNI 928	Concrete Removal - Partial Depth - Type C	m ²	10.50	\$1,400.00	\$14,700.00	\$ 536.00	\$ 5,628.00	\$ 1,480.00	\$ 15,540.00
11	OPSS.MUNI 928	Concrete Removal - Full Depth	m ³	4.80	\$3,000.00	\$14,400.00	\$ 5,800.00	\$ 27,840.00	\$ 4,810.00	\$ 23,088.00
12	OPSS.MUNI 929	Abrasive Blast Cleaning of Reinforcing Steel	m ²	28.00	\$90.00	\$2,520.00	\$ 101.00	\$ 2,828.00	\$ 392.00	\$ 10,976.00
13	OPSS.MUNI 930	Concrete Patches, Formed Surface	m ²	11.60	\$4,600.00	\$53,360.00	\$ 894.00	\$ 10,370.40	\$ 3,255.00	\$ 37,758.00
14	OPSS.MUNI 510,	Saw Cutting of Asphalt	m	14.00	\$13.00	\$182.00	\$ 40.00	\$ 560.00	\$ 57.50	\$ 805.00
15	OPSS.MUNI 510, SP#3	Removal of Asphalt - Full Depth (Stripping)	m ²	20.00	\$35.00	\$700.00	\$ 81.00	\$ 1,620.00	\$ 225.00	\$ 4,500.00
16	OPSS.MUNI 314, OPSS.MUNI 501	Granular 'A'	t	26.30	\$40.00	\$1,052.00	\$ 123.00	\$ 3,234.90	\$ 366.00	\$ 9,625.80
17	OPSS.MUNI 310	Performance Graded Superpave 12.5mm Level B (PG 58-34)	t	4.3	\$500.00	\$2,150.00	\$ 1,162.00	\$ 4,996.60	\$ 2,955.00	\$ 12,706.50
Subtotal						\$165,259.50		\$ 117,925.76		\$ 242,566.50
Contingency (10%)						\$16,525.95				
Total						\$181,785.45				
HST (13%)						\$23,632.11		\$ 15,330.35		\$ 31,533.65
Total (Including HST)						\$205,417.56		\$ 133,256.11		\$ 274,100.15



STAFF REPORT

S.R. No. 125-2022

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: August 2, 2022

SUBJECT: Investing in Canada Infrastructure Program – Green Infrastructure Funding Stream - Transfer Payment Agreement (Water Tower)

BACKGROUND:

1. The Township of South Glengarry was successful in obtaining federal and provincial funding to Rehabilitate Glen Walter's Water Treatment Plant (WTP) water assets including:
 - a. Rehabilitation of the existing reservoir with a new and elevated water storage tank with new pumps
 - b. Replacement of 4,000 metres of existing watermains
2. The cost of the project was estimated by EVB Engineering to be \$4,972,000.
3. The Township was **successful in obtaining \$3,645,967.60 of funding** to complete this project:
 - a. Federal Contribution: \$1,988,800.00
 - b. Provincial Contribution: \$1,657,167.60
4. The Township is responsible for funding the remaining \$1,326,032.40 over the multi-year duration of this project.
5. The project is estimated to be begin during the autumn of 2022 and completed during the autumn of 2025.
6. This project is included in the 10-year capital plan presented as part of the Township's Asset Management Plan (rev 2022). In accordance with O. Reg. 588/17, the Asset Management Plan is publicly available at <https://www.southglengarry.com/en/municipal-services/asset-management-plan.aspx>

ANALYSIS:

7. To receive funding, The Township is required to enter into a Transfer Payment Agreement (TPA) with the Province of Ontario, adopted by by-law. The agreement is attached for Council's review.
8. The TPA has a submission date of Friday August 19, 2022.

IMPACT ON 2022 BUDGET:

9. The Township will receive up to \$3,645,967.60 to complete this infrastructure project.
10. The budget amounts that will be carried through future budgets for this project are estimated at:
 - a. 2023: \$325,000
 - b. 2024: \$500,000
 - c. 2025: \$505,000
11. Future budgets will be confirmed through project planning, design and engineering.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 1: Enhance economic growth and prosperity
Goal 2: Invest in Infrastructure and its sustainability

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 125-2022 be received and that By-law 52-2022 being a by-law to enter into a Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure be read a first, second and third time, passed, signed and sealed in open council this 2nd day of August 2022.

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

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 52-2021
FOR THE YEAR 2022**

***BEING A BY-LAW TO ENTER INTO A TRANSFER PAYMENT AGREEMENT
WITH HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF INFRASTRUCTRE (THE
“PROVINCE”).***

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 Council of the Township of South Glengarry desires to enter into a transfer payment agreement with the Province.

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

1. **THAT** the Transfer Payment Agreement attached hereto as Schedule “A” shall form part of this by-law.
2. **THAT** the Mayor and Clerk be authorized to enter into said agreement.
3. **THAT** this by-law shall come into force and take effect on the date of its final passing.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED
IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2022.***

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

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
GREEN STREAM**

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Green Stream Project (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
(CRA#124636051)

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the green infrastructure funding stream of ICIP. This stream supports greenhouse gas emission (GHG) reductions, enables greater adaptation and resilience to the impacts of climate change and climate related disaster mitigation, and ensures that more communities can provide clean air and safe drinking water for their citizens.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for

the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a green stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules and their sub-schedules, if any, form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Specific Information
- Schedule "C" - Project Description, Financial Information, Timelines and Project Standards
- Schedule "D" - Reports
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
- Schedule "K" - Committee

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section 2.1.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (c) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 **Electronic Execution and Delivery of Agreement.** The parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a pdf and delivered by email to the other Party;
- (ii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
- (iii) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:
- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
 - (b) the Province and Canada are not responsible for carrying out the Project;
 - (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
 - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and
 - (h) the Recipient has read and understood the Bilateral Agreement.

- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
 - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
 - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as
represented by the Minister of Infrastructure

Date

p.p. Adam Redish, Assistant Deputy Minister
The Honourable Kinga Surma
Minister of Infrastructure

AFFIX
CORPORATE
SEAL

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

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE "A" – GENERAL TERMS AND CONDITIONS FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section I.1.1 (Definitions).

“Aboriginal Consultation Record” means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for

the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

“Business Day” means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canada’s Maximum Contribution” means the maximum contribution from Canada as set out in Schedule “C”.

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

“Evaluation” means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiration Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved the Project identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Interest or Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount as set out in Schedule “B” (Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Ontario’s Maximum Contribution” means the maximum contribution from Ontario as set out in Schedule “C”.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Project” means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended and, in any event, no later than

October 31, 2026.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

“Transfer Payment Ontario” means the Province’s enterprise system for managing time-limited and ongoing transfer payment activities.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project will meet the following environmental quality outcome:

Environmental Quality Outcomes:
Increased access to potable water

- (f) if the Project meets an environmental quality outcome, once complete it will, depending on the nature of the Project:

- (i) result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable; or
 - (ii) result in drinking water quality that meets or exceeds provincial standards, where applicable.
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

- A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).
- A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

- A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

- A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

A.4.5 **Interest.** If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 **Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds 40 percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess;
- (c) if the Total Financial Assistance received in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

A.4.7 **Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.

A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction,

demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient’s Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain 10% of the Maximum Funds in respect of the Project (“**Holdback**”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 Acquisition. The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 Exemptions to Competitive Awarding. The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and
 - (ii) any other reports in accordance with any timelines and content

requirements the Province may specify from time to time; and

- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years after the Expiration Date:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A.7.4 Records Review. The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

A.7.6 Cooperation. To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;

- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

A.7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

A.7.8 Auditor General (Ontario and Canada). The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 Sharing of Audit Findings and Reports. The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

A.7.10 Evaluation. The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

A.7.11 Calculations. The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 Adverse Fact or Event. The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 Communications Protocol. The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

A.9.1 Province and Canada Limitation of Liability. In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any

Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

- A.10.2 Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and

- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for

the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (f) the Recipient ceases to operate.

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.12.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 When Termination Effective. Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

A.14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 Joint Authorship Of Agreement. Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs,

and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (for a period extending 90 Business Days beyond the Term), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 Assessments. The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

A.28.0 ABORIGINAL CONSULTATION

A.28.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).

A.28.2 Legal Duty to Consult. Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations. No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

A.29.1 Establishment of Committee. The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).

A.29.2 Notice of Establishment of Committee. Upon Notice from the Province, the Parties

will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with, to the Province’s satisfaction:
 - (i) any and all compliance attestations the Transfer Payment Ontario System if directed by the Province;
 - (ii) evidence that the Recipient is in compliance with all provincial and federal tax laws, if directed by the Province;

- (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
- (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
 - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) where the Recipient is a municipality, the Recipient having submitted to the satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter on or before a date provided by the Province, until the Project reaches Substantial Completion.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE “B” SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is March 31, 2028.

B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	<p>Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p>Email: ICIPGreen@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Address: THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY 6 Oak Street, Lancaster, Ontario K0C1N0</p> <p>Attention: Chief Administrative Officer</p> <p>Email: tmills@southglengarry.com</p>

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES
AND PROJECT STANDARDS FOLLOWS]**

SCHEDULE “C” PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

This project will upgrade water assets at the Glen Walter's Water Treatment Plant and replace watermain in the Township of South Glengarry. The rehabilitation of the Glen Walter's Water Treatment Plant reservoir will include a new and elevated water storage tank with new pumps. The watermain portion of the project will replace approximately 4,000 metres of existing watermains along Montreal Road (Hwy 2).

C.2.0 FINANCIAL INFORMATION

C.2.1 Total Eligible Expenditures. Total Eligible Expenditures means \$4,972,000.00, rounded to two decimal places.

C.2.2 Ontario's Maximum Contribution. Ontario's Maximum Contribution means \$1,657,167.60, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.3 Canada's Maximum Contribution. Canada's Maximum Contribution means \$1,988,800.00, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.4 Percentage of Provincial Support. Percentage of Provincial Support means 33.33%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.5 Percentage of Federal Support. Percentage of Federal Support 40.00%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.3.0 TIMELINES

C.3.1 Federal Approval Date. Federal Approval Date means March 25, 2022.

C.4.0 PROJECT STANDARDS

C.4.1 Canada's Requirements for Standards. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada's

Pan-Canadian Framework on Clean Growth and Climate Change provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and

- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

- C.5.1 Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient’s forecast of the timelines and costs (expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other information regarding the Project.
- (b) **Progress Reports.** Progress Reports include an update on the Project’s status. Progress Reports will be submitted by the Recipient no less frequently than twice a year on dates provided by the Province.
- (c) **Claim Reports.** Claim Reports will detail amounts that are being claimed for reimbursement. Claim Reports may be submitted by the Recipient as frequently as needed, but no less frequently than twice a year (if Eligible Expenditures have been incurred). If no Eligible Expenditures have been incurred in the previous six months, the Recipient will notify the Province that no Claim Report is being submitted for that period. When submitting a Claim Report, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup information must be provided at the time of claim submission, as directed by the Province.
- (d) **Final Report.** The Final Report shall summarize the Project’s final timelines, costs, and outcomes. It will include a declaration of Substantial Completion.

The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.
- (e) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province requests.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or the Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES FOLLOWS]

SCHEDULE “E”

ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- a) The incremental costs of the Recipient’s staff or employees provided that:
 - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
 - ii. The arrangement is approved in advance in writing by the Province and Canada.
- b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
 - i. Land,

- ii. Buildings, or
- iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- j) Costs related to any component of the Project other than its approved scope;
- k) Real estate fees and related costs;
- l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- r) Taxes of any kind;
- s) Costs of relocating entire communities;
- t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;
- w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- x) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);

- (y) If the Project meets an adaptation, resilience and disaster mitigation outcome costs associated with:
 - (i) relocating whole communities;
 - (ii.) emergency services infrastructure; or
 - (iii.) addressing seismic risks; and
- z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock.

[SCHEDULE “F” – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

- G.7.1 Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

- G.8.1 Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.
- G.8.2 Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.
- G.8.3 Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:
- (a) on the marker, recognize the Province's and Canada's contributions; and
 - (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.
- G.8.4 Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.
- G.8.5 Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) and be visible for the duration of the Project. The Province will provide Notice to the Recipient specifying the timelines for signage installation and removal and the Recipient will comply with such timelines specified in the Notice.
- G.8.6 Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 Definitions. For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 Development of Plan. The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

I.2.2 Procedural Aspects of Aboriginal Consultation. If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 Provision of Plan to Province. If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 Changes to Plan. The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 Requirements for Aboriginal Consultation Record. If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it,

as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES
FOLLOWS]**

SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner, and no less frequently than twice a year if Eligible Expenditures have been incurred. If no Eligible Expenditures have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the final payment, a Claim Report in a format prescribed by the Province, including invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project;
- (b) for each request for final payment, a Final Report, in a format prescribed by the Province, acceptable to the Province; and
- (c) such other information as the Province may request.

J.4.0 PAYMENTS OF FUNDS

- J.4.1 Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2** For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
 - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
 - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
 - (d) compliance with all applicable audit requirements under the Agreement; and
 - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

- J.5.1 Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
 - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 Final Reconciliation and Adjustments. For the Project, following the submission of the Final Report, which will include a declaration of Substantial Completion, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 Holdback. For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

J.8.1 Final Payment. Subject to paragraph A.4.2(c) of Schedule “A”, the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 of Schedule “A” (Retention of Contribution) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 **Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 **Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;

- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

Ministry of Infrastructure

Infrastructure Program Design and
Delivery Division

1 Stone Rd W, 4th Floor
Guelph, Ontario N1G 4Y2

Ministère de l'Infrastructure

Division de la conception et de la mise en
œuvre des programmes d'infrastructure

1, Stone Road Ouest, 4^e étage
Guelph (Ontario) N1G 4Y2



Case #2021-08-1-1623279224

Tim Mills, CAO
THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
tmills@southglengarry.com

**Re: Investing in Canada Infrastructure Program (ICIP) Green Stream – Transfer
Payment Agreement**

**Project Title: Rehabilitation of Glen Walter's Water Treatment Plant and
Watermain Replacement**

I am pleased to provide you with the attached copy of the Transfer Payment Agreement (the Agreement) for your approved ICIP Green Stream Project as well as a summary document outlining important information about your Agreement. Please review both documents carefully as there are some action items for you to complete. If changes to the Agreement are required, these should be made before the Agreement is executed. Please contact your Project Analyst immediately to discuss any required revisions.

We ask that you please make best efforts to return signed copies of the Transfer Payment Agreement to our office by **Friday August 19, 2022**. In order to execute your agreement, the designated signatories should sign on page 6. You will also need to insert the titles of the designated signatories and affix the corporate seal (if applicable) in the signature area.

If you wish to use electronic means to execute your agreement, please ensure you scan your entire agreement (not just the signature page) and email to ICIPGreen@ontario.ca.

If you wish to proceed with hard-copy execution, the designated signatories should sign two (2) copies of the Agreement and return the two original signed and sealed (if applicable) copies via courier to:

Ministry of Infrastructure
Infrastructure Program Delivery Branch
Infrastructure Renewal Programs Unit
1 Stone Road West, 4NW
Guelph, ON N1G 4Y2

A copy of the Agreement will be returned to you following execution by the Province.

Prior to entering into a Transfer Payment Agreement (TPA), the ministry requires that you verify and attest that the organization is in good-standing with environmental, labour and tax laws. This information must be submitted within your [organization's profile](#) in the Transfer Payment Ontario (TPON) system.

An attestation, available in TPON, is sufficient to indicate that your organization is in good standing with labour and environmental laws. See steps below:

- Log into TPON with your ONe-key account
- Update your organization's information and move to the attestation section
- Complete the attestation, note that it requires your organization to input information from a completed Tax Compliance Verification (TCV) check.

For steps and information on how to verify your organization's tax compliance status, please go to the [Check your tax compliance status](#) webpage.

- Note: contact information for all inquiries regarding tax compliance verification should be directed to the Ministry of Finance at TCV@ontario.ca or Service Ontario:
 - [416-326-1234](tel:416-326-1234)
 - Toll-free: [1-800-267-8097](tel:1-800-267-8097)
 - TTY: [416-325-3408](tel:416-325-3408)
 - Toll-free TTY: [1-800-268-7095](tel:1-800-268-7095)

Until this information is completed, the TPA for your Investing in Canada Infrastructure Program approved project cannot be fully executed.

Should you have any questions, please do not hesitate to call your Senior Project Analyst, Stephen Hamblin, at Stephen.Hamblin@ontario.ca or 519-400-3288.

Congratulations on your successful application and we look forward to working with you as you implement this project.

Sincerely,

Valeria Mendez Riveros
Manager, Infrastructure Renewal Programs Unit
Infrastructure Program Delivery Branch
Ministry of Infrastructure

Attachments: Agreement
Important Information regarding your ICIP Agreement
Aboriginal Consultation Requirements

IMPORTANT INFORMATION REGARDING YOUR AGREEMENT

Project Description - Please ensure the description of your project noted in Schedule “C” is accurate and complete. The amount of funding you will receive is contingent on completion of the project described in this Schedule, and only activities noted will be eligible. Your proposed project description may have been revised from the information submitted as part of your application based on the eligibility of project components. The description in your Agreement supercedes all prior information shared with the Province, and only the work described in the Agreement will be funded, subject to eligibility requirements being met. If changes to the project description noted in Schedule “C” are required, please contact your Project Analyst immediately to request a revision.

Insurance - Article A10 of Schedule “A” outlines the insurance requirements for the project. Please ensure that the required insurance is in place prior to the start of the project. Note: At this time, MOI does not need to receive documentation that these requirements have been met but please ensure these are kept on file as they may be requested at any time during the Term of the Agreement.

Reporting - Schedule “D” provides details on the type of reporting that you will be required to provide to the Province. Note that these reporting requirements must be met in order to receive funding. The Province will direct the format and timelines for reporting. Regular reporting must be completed within the Transfer Payment Ontario online platform.

Cost Eligibility – Schedule “E” sets out the costs that are eligible and ineligible under this funding agreement. No costs incurred prior to the Federal Approval Date set out in the Agreement are eligible for reimbursement. In order to qualify for payment, costs must be incurred and paid and must be submitted by March 31 of the year following the Funding Year in which they were incurred.

Communications / Signage - Schedule “G” outlines the communication requirements for the project. As noted in Schedule “G”, funding provided by both the provincial and federal government must be recognized in the format of project signage. The Province and Canada will provide further instruction regarding signage shortly. The cost of signage is considered an eligible project cost within your approved funding allocation so long as such costs are billed by a third-party vendor.

Timing for Installation of Sign. If required, signage recognizing Canada’s and the Province’s respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

Aboriginal Consultation - Schedule "I" outlines the Aboriginal Consultation requirements for the project. As noted in Schedule "I" any required Aboriginal Consultation must be complete prior to the start of any project construction work. In addition, capital costs are not eligible for reimbursement and no site preparation, removal of vegetation or construction can occur until Canada and if applicable the Province have confirmed in writing that it is satisfied that all federal duty to consult and environmental assessment requirements have been met. More details on Aboriginal Consultation Requirements are set out in the attachment to this document.

ABORIGINAL CONSULTATION REQUIREMENTS

In consideration of the financial support for the Project, if notified by Canada or the Province, your community must engage and consult with Aboriginal Groups that may have a potential interest in the Project. The Province intends to rely on this consultation process as much as possible. As part of this process, your community must disclose that financial assistance for the project is being provided by Ontario. You must also provide your Project Analyst with a summary of communications with Aboriginal Groups, including any issues or concerns that may be raised by any Aboriginal Group, and an indication of how your community has addressed or proposes to address those issues or concerns. This information may be provided in the form of the template consultation log and tracking chart provided by Canada (if applicable).

If in the future changes to the nature, scope, design or location of the Project are being considered, you must immediately notify your Project Analyst so that the Province may determine whether the proposed change impacts the duty to consult. Your community must also cease all construction activities if at any time during construction archaeological resources are found; other impacts that could affect Aboriginal or treaty rights emerge; or you are contacted by any Aboriginal Group expressing concerns about the project and potential impacts on rights.



STAFF REPORT

S.R. No. 127-2022

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: August 2, 2022

SUBJECT: Lockout Policy – Refrigeration Plant

BACKGROUND:

1. Lockout/Tagout procedures establish uniform methods for disabling powered equipment, machinery, valves and electrical circuits in the Refrigeration Plant Room prior to servicing, maintenance or repairs. Lockout procedures are regulated under the Occupational Health and Safety Act.
2. On July 5, 2022, the Technical Standards and Safety Authority (TSSA) performed an inspection on the Char-Lan Recreation Centre Refrigeration Plant.
3. As part of the inspection report, it is required that the Township adopts a Lockout Policy for the Refrigeration Plant located at the Char-Lan Recreation Centre. This is a standard policy found in arenas that ensures safe operations in refrigeration plants during maintenance or repairs.

ANALYSIS:

4. This policy will provide instruction on how to safely perform maintenance on the plant through ensuring that machinery, valves, electrical circuits, etc. are shut down properly before performing any work.
5. It will outline the safety signification of the lockout while performing service or maintenance on any equipment where unexpected start-up or release of stored energy could cause injury.
6. Facility operators and contractors will be trained on this policy in order to implement the procedure when necessary.

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 communication

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 127-2022 be received and that By-law 53-2022, being a by-law to adopt a Refrigeration Plant Lockout Policy be read a first, second and third time, passed, signed and sealed in open council this 2nd day of August 2022.

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

South Glengarry				POLICY
Policy Number:	03-2022		Review Frequency:	2 years
Approved By:	Council of the Township of South Glengarry	Date Approved:	August 2, 2022	
		Revision Date:	August 2024	
Subject:	Lockout Policy – Refrigeration Plant			

1.0 PURPOSE:

The Lockout/Tagout procedures establish uniform methods for disabling powered equipment, machinery and electrical circuits in the Refrigeration Plant Room prior to servicing, maintenance or repairs.

Lockout/Tagout procedures are regulated under R.R.O. 1990, Reg. 851: INDUSTRIAL ESTABLISHMENTS under the *Occupational Health and Safety*.

2.0 SCOPE:

Lockout/Tagout procedures are necessary when:

- Performing service or maintenance on any equipment where unexpected start-up or release of stored energy (electric, mechanical, thermal, potential, steam, pneumatic, hydraulic, chemical, kinetic, other) could cause injury.
- Removing a guard or other safety device, or placing your body where it could be caught, or trapped by moving machinery during normal operation.

Lockout/Tagout procedures apply to all operations. Individuals who have been designated by their supervisors and who have received training will follow these procedures. Supervisors will be responsible for the training and for implementing this procedure.

Training will be given whenever there is a change in job assignment, a change in machines, equipment or process that presents a new hazard, and will be followed up every year.

3.0 OBJECTIVES:

- To provide instruction in the safety significance of lockout to all employees and prevent inadvertent operation or energization of equipment.
- To provide direction and guidelines for the operation of an effective lockout program.

4.0 POLICY

The Township of South Glengarry requires employees and individuals that engage in maintaining, repairing, cleaning, servicing, or adjusting of machinery, or equipment in the Char-Lan Recreation Centre Refrigeration Plant to abide by all lockout procedures. These procedures are designed in accordance with applicable OHSA standards for safe work practices.

The Township of South Glengarry recognizes that lockout procedures are essential to protect employees from the risk of injury. If lockout is not performed, uncontrolled energies could cause fatalities such as electrocution, burns, fires, entanglement in belts and chemical exposure. The Township of South Glengarry will take the necessary steps to prevent contact with a hazard, occurrence of unintended release of hazardous energy (stored energy) and unintended start-up motion of machinery, equipment or processes.

5.0 LOCKOUT SEQUENCE FOR EQUIPMENT

5.1: Equipment Shutdown and Isolation

- Notify affected employees of equipment that is to be locked out before and after it is locked out, and the reason for the lockout.
- Identify all the sources of energy, the hazards of that energy and how the energy can be controlled.
- Identify all switches, controls, power sources to isolate the system
- Shut down the equipment by normal stopping procedures.
- Disconnect and isolate the equipment from all its sources of energy (including secondary supplies).

5.2: Equipment Specification

5.2.1: Locks

- Locks must be keyed differently.
- Standardized by colour, shape, or size.
- Capable of withstanding the environment to which they are exposed.
- Cannot be forcibly removed without bolt cutters.
- Only used for the purpose of lockout/tagout procedure.

5.2.2: Tags

- Standardized in print and format (i.e. size, colour, shape)
- Made with durable material.
- Capable of withstanding the environment to which they are exposed.
- Will indicate
 1. Warning of hazardous materials
 2. Name of person attaching the tag
 3. Name of the person authorizing to remove the tag
 4. Reason the tag is attached
 5. Department responsible for the tag

6. Time and Date the tag was attached

5.2.3: Other Equipment

- Test equipment (i.e. voltmeter)
- Lockout hasps for multiple users
- Valve lockout devices
- Light switch lockout devices
- Circuit breaker, fuse, and plug lockout devices
- Chains for valves

5.3: Lockout/Tagout Application

- Sign out all lockout/tagout equipment from.
- Inspect all equipment visually before every use.
- Insert lock and tag

5.4: Control Stored Energy

- Bleed-off residual pressure in steam, compressed air, hydraulic or other systems. Check that moving parts have stopped.
- Blank all pipe flanges.
- Install ground wired to discharge electrical capacitors as required.
- Secure or block elevated equipment that is susceptible to falling.

5.5: Equipment Isolation and Verification

- After ensuring that no one is exposed, manually press the start button to ensure the equipment will not operate and return the equipment to the off or neutral position.
- Test the equipment with a voltmeter to verify de-energization or identify other sources of energy.
- Remove guards or covers only as necessary to complete the work.
- Perform the work.
- Verify isolation periodically until maintenance, service, and repairs are completed.

5.6: Removal of Locks and Tags

- When work is completed, remove tools from work area and reinstall guards or covers.
- Ensure the system is fully assembled.
- Check area and do a head count to ensure no one is exposed. Warn employees to stay clear.
- Remove locks and tags.
- Restore power and run the equipment.
- Notify affected employees that work is completed and that equipment is returned to operation.
- Records of all work performed to be written in logbook.

5.7: Troubleshooting Equipment

- Ensure all machines are clear of tools.
- Remove all other employees from the machine or equipment area

- Remove the lockout/tagout devices.
- Energize and proceed with testing.
- De-energize all systems and reapply energy control measures to continue operation of equipment.

5.8: Restoring Equipment to Service

- When the job is complete and equipment is ready for testing or normal service, ensure that no person(s) is exposed to any danger.
- When equipment is clear, remove all locks. The energy isolating devices may be operated to restore energy to equipment.

6.0 LOCKOUT SEQUENCE FOR REFRIGERATION PLANT ROOM:

6.1: Refrigeration Plant Room Shutdown and Isolation

- Notify affected employees that the Refrigeration Plant Room is to be locked out before and after it is locked out, and the reason for the lockout.
- Shutdown the Refrigeration Plant Room by normal stopping procedures

6.2: Lockout/Tagout Application

- Sign out Lockout/Tagout equipment.
- Insert lock and tag on the components/equipment affected by the work.
- Double check your steps.

6.3: Refrigeration Plant Room Isolation and Verification

- Maintenance contractor will perform the service and repairs, and will confirm when the work is completed.
- Maintenance contractor will ensure the system is fully functional and will confirm release of lockout.

6.4: Removal of Locks and Tags

- Check area and make sure no other person(s) is around the equipment in the Refrigeration Plant.
- Release lock and tags upon written notification from the maintenance contractor.
- Notify affected employees that work is completed and that the Refrigeration Plant is returned to operation.
- Record all of the work that was completed in the logbook with proper dates, times, and signatures.

Procedure Involving More Than One Employee

In the preceding steps, if more than one employee is required to lock out equipment, each will place his/her own personal lock on the energy isolating

device(s). One designated employee of a work crew or a supervisor, with the knowledge of the crew, may lock out equipment for the whole crew. In such cases, it may be the responsibility of the employee to carry out all steps of the lockout procedure and inform the crew when it is safe to work on the equipment. Additionally, the designated employee shall not remove a crew lock until it has been verified that all employees or workers are clear.

7.0 RESPONSIBILITIES:

It is the responsibility of the General Manager to ensure all applicable employees and contractors have been trained on this policy. Once trained, the responsibility for seeing that this procedure is followed is binding upon all employees. All employees shall be instructed in the safety significance of the lockout procedure by (designated individual). Each new or transferred affected employee shall be instructed by (designated individuals) in the purpose and use of the lockout procedure. All service contractors shall review these guidelines and work with the employees to ensure that they are followed during the maintenance and repairs of equipment.

8.0 MONITORING AND COMPLIANCE

All parties are required to comply with the procedures outlined in this policy. In cases of policy violation, the Township may investigate and determine appropriate corrective action.

9.0 DEFINITIONS

Lockout - means disengaging all energy sources from equipment, safely releasing stored energy or materials, and securing the control device(s) in the "off" position with an approved lock, thereby rendering it incapable of operation, release or movement.

Tag - means an approved/durable label that is made of non-conductive material, which provides information about the purpose of locking the equipment out, and particulars such as whose lock it is and the date/time.

Authorized Employee - An employee that has been properly trained in the correct procedures for locking out equipment or machinery and has been authorized by the Township of South Glengarry to perform the lockouts.

Control Device - means a device that physically isolates equipment from its energy source, and can be secured, locked or isolated in the "off" or closed position (e.g. keyed locks, lockout bars, braces, line blanks, line caps, electrical disconnect switches, programmable logic controllers, blocks).

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 54-2022
FOR THE YEAR 2022**

***BEING A BY-LAW TO ADOPT A REFRIGERATION PLANT LOCKOUT
POLICY FOR THE CORPORATION OF THE TOWNSHIP OF SOUTH
GLENGARRY.***

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

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

AND WHEREAS R.R.O. 1990, Reg. 851: Industrial Establishments under the *Occupational Health and Safety Act* regulates lockout/tagout procedures.

AND WHEREAS the Council of the Township of South Glengarry deems it necessary to adopt a Refrigeration Plant Lockout Policy.

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

- 1. **THAT** Policy 03-2022, being a Lockout Policy – Refrigeration Plant, attached hereto as schedule “A” and forming part of this by-law be adopted.
- 2. **THAT** this by-law shall come into force and take effect on the date of its final passing.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND
SEALED IN OPEN COUNCIL THIS 2ND DAY OF AUGUST 2022.***

MAYOR: **CLERK:**



STAFF REPORT

S.R. No. 128-2022

PREPARED BY: Kelli Campeau, GM Corporate Services/Clerk

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: August 2, 2022

SUBJECT: Road Widening Dedications – Public Highways

BACKGROUND:

1. On occasion severance applications are subject to a condition that require road widening to be deeded to the Township for the severed and retained portions of the subject property.
2. The purpose of road widening through the severance process is to ensure that all of our municipal road allowances, where possible, are 66 feet or 20 metres in width.
3. The following severance applications were approved, resulting in road widenings being deeded to the Township:
 - B-138-21 – 4206 Glen Roy Road
 - B-140-21 – Van Der Burg Farms Inc.
 - B-47-21 – 18317 Richer Road
 - B-101-21 and B-102-21 – 4965 Rosebush Drive
 - B-179-21 and B-180-21 – 19001 County Road 18

ANALYSIS:

4. The road widenings listed above must be dedicated as open public highways by by-law.
5. The attached by-law dedicates the following parcels as an opened public highways:
 - Part Lot 13, Concession 9, Part 2, Reference Plan 14R4791 (PIN 67114-0160)
 - Part Lot 15, Concession 2, Part 1, Reference Plan 14R6613 (PIN 67138-0130)
 - Part of Lots 5 and 6, Concession 9, Part 3, Reference Plan 14R6619 (PIN 67112-0177)

- Part E ½ Lot 35, Concession 1, Part 3, Reference Plan 14R6615 (PIN 67118-0245)
- Part Lot 36, Concession 1, Part 1, Reference Plan 14R6633 (PIN 67118-0261).

IMPACT ON 2022 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 128-2022 be received and that By-law 54-2022, being a by-law to accept certain lands as road allowances within the Township and to dedicate same to the public use as public highway be read a first, second and third time, passed, signed and sealed in open council this 2nd day of August 2022.

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

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

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

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

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

AND WHEREAS the *Municipal Act*, 2001, c. 25 S. 27(1) provides that a municipality may pass by-laws in respect of a highway only if it has jurisdiction over the highway.

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

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

***READ A FIRST, SECOND, AND THIRD TIME, PASSED, SIGNED, AND
SEALED IN OPEN COUNCIL THIS 4TH DAY OF OCTOBER 2021.***

MAYOR: **CLERK:**

Schedule “A” to By-law -2022

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

Lot #	Concession	Part(s)	Reference Plan	PIN #
PT LT 13	9	2	14R4791	67114-0160
PT LT 15	2	1	14R6613	67138-0130
PT LTS 5, 6	9	3	14R6619	67112-0177
PT E1/2 LT 35	1	3	14R6615	67118-0245
PT LT 36	1	1	14R6633	67118-0261

STAFF REPORT

S.R. No. 129-2022

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

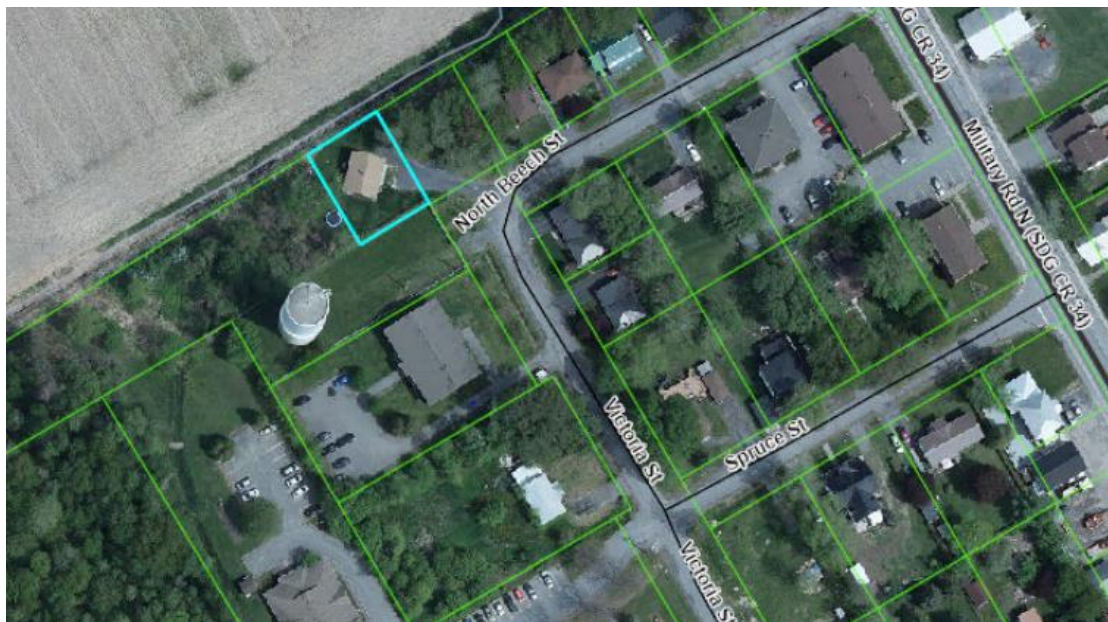
PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: August 2, 2022

SUBJECT: To Sell and Transfer Township Owned Land – Victoria Street

BACKGROUND:

1. In November 2021, the Township received a request from a South Glengarry property owner, Manon Brousseau, requesting to purchase Township owned land. The land is landlocked and is located on the west side of 1 Victoria Street and on the north side of the Lancaster water tower and is legally described as Part of Block C, Registered Plan 26.



2. The purpose of this request is to purchase approximately 270 square metres of land that will merge with 1 Victoria Street, which will allow the lot to be enlarged to accommodate a proposed secondary dwelling unit to be attached to the existing single detached dwelling.



ANALYSIS:

3. By-law 21-2021, being the Sale and Purchase of Property By-law, permits the Council of the Township of South Glengarry to sell Township owned land.
4. By-Law 21-2021 contains a section to deal with Special Classes of property. Section 7.1.1.2 of the by-law permits land to be sold to the abutting property owner without going through a public process, providing that the property does not have direct access to a highway or an easement to a highway and is without any structures greater than 10 square metres.
5. Section 6.1.1.1 of By-Law 21-2021 requires the land to be declared surplus by resolution or by-law in an open session Council meeting.
6. On December 20, 2021, Council declared the subject area of land as surplus in an open session and directed Administration to have the area of land surveyed and appraised.

7. A letter was sent to the interested buyer indicating that Council declared the property surplus and informed the buyer that they were responsible for the survey costs, appraisal costs and all costs associated to the sale and transferring of the land. The buyer was also warned that if they changed their mind and refused to pay for the costs, the costs would be placed on the buyer's tax bill to ensure that public tax dollars are not spent on this process.
8. The subject area of land was surveyed by Ron Jason Surveying now IBW Surveying. The cost for this survey was \$3,842.00 including HST (see attached).
9. Enns MacEachern, Pace, Maloney and Associates Inc. were retained to complete the appraisal. The cost to complete the appraisal was \$565.00 including HST.
10. At the July 4, 2022, Council meeting, Council agreed to sell the land at a value of \$15,593.00 plus HST, with the purchaser being responsible for the costs to cover the survey, the appraisal report and the legal costs to transfer the land.

IMPACT ON 2022 BUDGET:

11. This will result in \$15,593.00 of revenue for 2022.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 1: Enhance Economic Growth and Prosperity

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 129-2022 be received and that By-law 55-2022, being a by-law to sell the land that is legally described as Part of Block C, Registered Plan 26, being Part 1 on Reference Plan 14R 6640 to Manon Brosseau for the value of \$15,593.00 plus HST be read a first, second and third time, passed, signed and sealed in open council this 2nd day of August 2022 and furthermore, that all costs associated to the sale and transfer of the land be paid by the purchaser.

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

COORDINATES WERE DERIVED FROM REAL-TIME NETWORK OBSERVATIONS USING THE CAN-NET NETWORK UTM, ZONE 18, NAD83 (CSRS) (2010)		
STATION	NORTHING	EASTING
A	4999111.370	538828.673
B	4999141.533	538880.245

M E T R I C
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

SCHEDULE				
PART	BLOCK	PLAN	PIN	AREA
1	PART OF C	26	PART OF 67123-0664(LT)	0.027 ha

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

May 13, 2022

RON M. JASON, O.L.S.

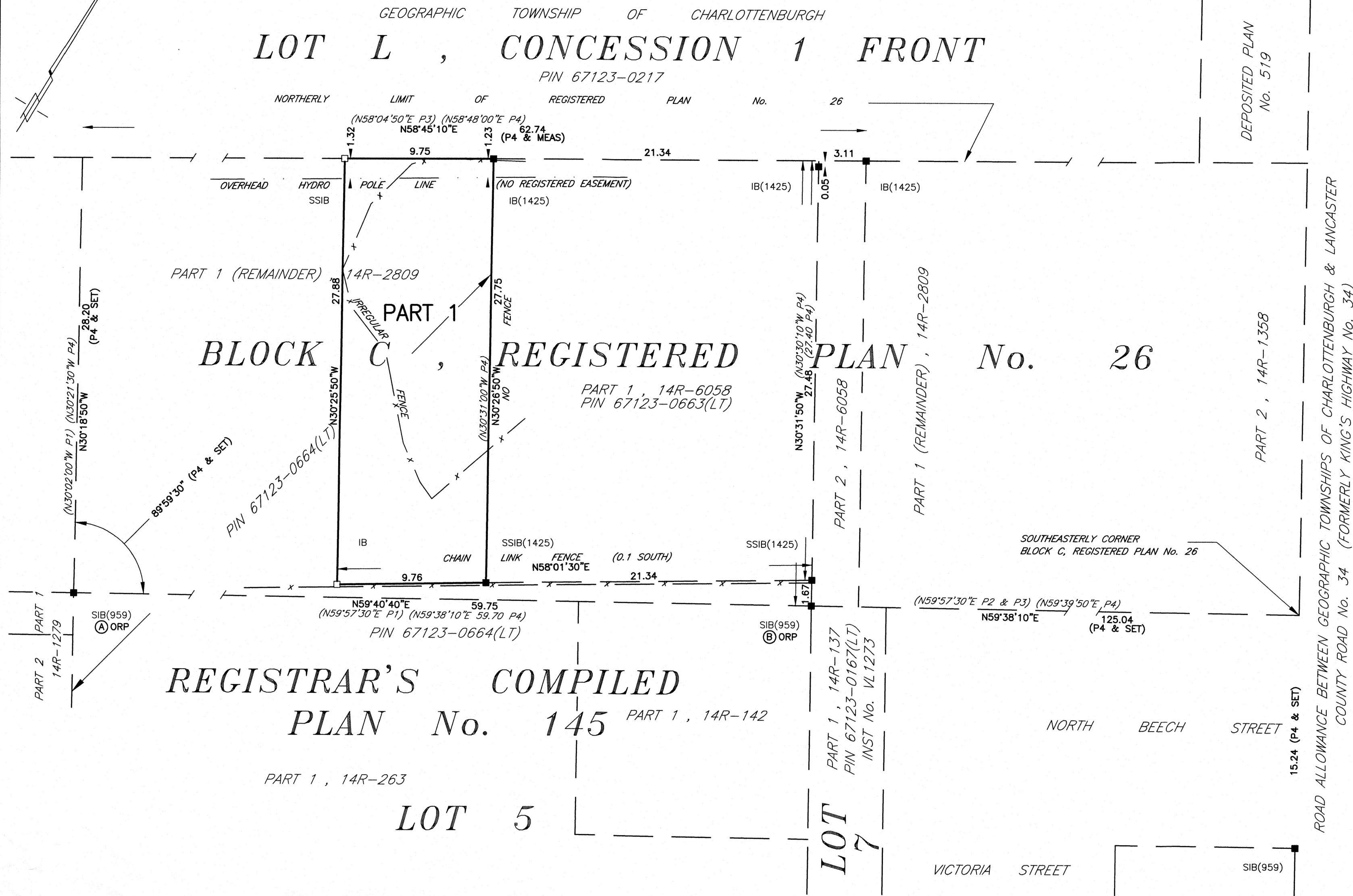
PLAN 14R-6640

RECEIVED AND DEPOSITED

May 24, 2022

Lyne Deguire-Ménard

REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF GLENGARRY (No. 14)



PLAN OF SURVEY OF
**PART OF BLOCK C
REGISTERED PLAN No. 26**
FORMERLY THE VILLAGE OF LANCASTER
TOWNSHIP OF SOUTH GLENGARRY
COUNTY OF GLENGARRY
RON M. JASON O.L.S.
SCALE: 1:200

0 1 2 3 4 5 10 15 20m

NOTES

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING THE DISTANCES BY A COMBINED SCALE FACTOR OF 0.9996153.

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

COORDINATE VALUES ARE TO A URBAN ACCURACY IN ACCORDANCE WITH SECTION 14 (2) OF O. REG. 216/10.

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, SHOWN HEREON, BY REAL TIME NETWORK (RTN) OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 18, (75°W) NAD83 (CSRS) (2010).

BEARING COMPARISONS SHOWN ARE WITH UNDERLYING PLANS.

- LEGEND**
- DENOTES PLANTED MONUMENT
 - DENOTES FOUND MONUMENT
 - SIB DENOTES STANDARD IRON BAR
 - SSIB DENOTES SHORT STANDARD IRON BAR
 - IB DENOTES IRON BAR
 - CC DENOTES CUT CROSS
 - Ø DENOTES ROUND
 - WIT DENOTES WITNESS
 - ACC DENOTES ACCEPTED
 - MEAS DENOTES MEASURED
 - INST DENOTES INSTRUMENT
 - x-x DENOTES FENCE
 - P1 DENOTES PLAN 14R-263
 - P2 DENOTES PLAN 14R-1358
 - P3 DENOTES PLAN 14R-2809
 - P4 DENOTES PLAN 14R-6058

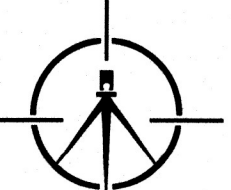
SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 1st. DAY OF MARCH, 2022.

May 13, 2022

RON M. JASON
ONTARIO LAND SURVEYOR



MELDRUM-JASON
SURVEYORS
A division of Ivan B. Wallace O.L.S.
IBWSURVEYORS.COM | 1.800.667.0696

PARTY CHIEF: ZF | DRAWN BY: BM | CHECKED BY: RJ | PLOT DATE: *

FILE NAME: A-032189 | copies available at LandSurveyRecords.com

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 55-2022
FOR THE YEAR 2022**

***BEING A BY-LAW TO AUTHORIZE THE SALE OF LANDS IN
ACCORDANCE WITH THE TERMS OF BY-LAW 21-2021, BEING THE SALE
AND PURCHASE OF PROPERTY BY-LAW FOR THE CORPORATION OF
THE TOWNSHIP OF SOUTH GLENGARRY.***

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

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

AND WHEREAS the Council of the Township of South Glengarry passed a resolution declaring the subject property as surplus to the Township's needs and authorized the sale of the lands.

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

1. **THAT** the lands legally described as Part of Block C, Registered Plan 26, being Part 1 on Reference Plan 14R 6640 (Part of PIN 671230664) be sold and transferred to Manon Brousseau.
2. **THAT** the Mayor and Clerk be authorized to execute such documents as may be necessary therefore, and to attach the Corporate seal thereto.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND
SEALED IN OPEN COUNCIL THIS 2ND DAY OF AUGUST 2022.***

MAYOR: _____ CLERK: _____

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: August 2, 2022

SUBJECT: Departmental Update – Infrastructure Services
(June and July 2022)

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

Staffing Highlight: Donnie Smeall accepted the role of Roads Manager!

Summer Students join the Township workforce:

- Rory McCuaig, Roads
- Colin Durivage, Roads

Administration

- Infrastructure Department Meetings
 - Monthly All-hands
 - Monthly Management
 - Weekly Division
- Association of Ontario Road Supervisors Annual Trade Show (S. McDonald)
- Glen Walter EA – Initiation Meeting w/ Steering Committee
- Consultant discussions (service reviews, five-structures, asset management, geotechnical, structures – peanut line / municipal drain / wharfs)
- Infrastructure Coordinator position posted

Public Meetings

- Lancaster Long Term Care Facility – Infrastructure Impacts (June 28, 2022)
- Farlinger Drive Turnaround – Resident Meeting (July 6, 2022)

Summer Construction Progress

- Second Line Bridge Rehabilitation – construction completed in advance of Canada Day
- Hot Mix Projects – pulverizing, grading, and paving continues

- Concession 4 Surface Treatment completed
- Celtic Lane, Cemetery Road, North Branch Road pulverizing completed

Water / Wastewater Division

- Water & Sewer Routine Operations
- Contractor Site Meetings
- Quarterly Samples
- Job posting for Operator vacancy
- Preparations for surface works in Green Valley and Lancaster
- Filter Media Addition Glen Walter
- Haul Sludge
- Annual Calibrations (Glen Waler, Lancaster, Redwood)
- Glen Walter Shut down for Maintenance (Pipe Work Removed and Cleaned – 1 Day Shutdown plant was able to sustain flow for the day)
- Semi Annual Generator Maintenance
- Flush Fire Hydrants (All Dead Ends)
- PGS Leak Detection – Confirming Leaks
- Hydro Vac Valve Boxes/Clean and Repair
- Fix Manholes
- Electricians On Site for VOIP/Cameras
- Comminutor Sent out for Repair
- Training (Trench)
- Glen Walter Broken Pipe for Bypass (Removed and Capped)
- Manhole Inspections Started
- North Glengarry – Cross Training for Overall Responsible Operator
- Hypo Delivery
- Install Sewage Pump South Beech
- Quarterly Samples
- Haul Sludge
- Clean Digester Pit/Replace Steel Cable on Sludge Pump
- Hydro Vac Valve Boxes/Clean and Repair
- Manhole Cleaning
- Fire Hydrant Flow Testing - Retirement Home
- High Flows Due To Heavy Rain Fall
- Meter Inspections Continued

Roads Division

- Monitor weather forecasts

- Summer grading – first pass completed, second pass beginning
- Summer mowing – daylighting completed, push-back beginning
- Completion of 2022 granular overlay including application of dust suppressant
- General pothole repair
- **Completely moved into new facility!**
- Temporary fuel pads installed (clear and coloured diesel; and unleaded)
- Routine Day Road Patrols
- Sign Maintenance
- Roadside Debris Collection

Waste Management

- Landfill Compaction Maintenance Duties – North Lancaster Landfill Site
- Complimentary bag tags mailed to residents
- Receipt and response to inquiries related to the current recycling / garbage contract
- Review and response to requests for garbage bag limit exemptions
- Environment Committee Landfill Tour and Meeting

Municipal Drains

- Filion Drain Site Meeting
- McNairn Drain Meeting to Consider and Court of Revision
- Ongoing review and maintenance (MacDonald Technical Services Inc.)

Engineering Services

- Reviewed severance applications reviewed
- Reviewed entrance permits reviewed
- Began review of filled-in ditch applications (x5)
- Asset Management Plan approved by Township Council

Training

- Trench Training – Joint with North Glengarry!
- Ongoing, all staff

Health, Safety, and Environment

- Monthly inspections

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: August 2, 2022

SUBJECT: Departmental Update – Corporate Services
(June/July)

PREPARED BY: Kelli Campeau, GM Corporate Services/Clerk

CAO'S OFFICE

- Attended various Council and Committee meetings.
- Met with and addressed various constituent concerns and complaints.
- Preparation and review of Staff Reports.
- Attended and facilitated Management team meetings.
- Managed various HR matters.
- Attended all quarterly departmental budget meetings.
- Work on various legal files.
- Attended meetings with user groups of Char-Lan Recreation Centre re: advertising.
- Review of Asset Management Plan.
- Attended Water and Wastewater Service Delivery Review Kick-Off meetings.
- Continued work on Cornwall Electric Streetlight file.
- Attended SDG CAO's Meeting.
- Attended Roads Committee meetings.
- Participated in KPMG Interview related to Service Delivery Review project.
- Attended Mayor and CAO's meet and greet with MPP-elect Nolan Quinn.
- Attended onsite information session re: Proposed Long Term Care facility in Lancaster.
- Attended various meetings related to grants
- Reviewed draft Parks and Recreation Master Plan.
- Attended Lancaster Canada Day celebration and participated in dunk tank fundraiser.
- Attended community information session re: Farlinger Drive.

CLERK'S OFFICE

- Council and Committee agenda/meeting preparation, facilitation and wrap-up.

- Attended management team meetings.
- Prepared documentation for legal files.
- Preparation of Staff Reports and by-laws.
- Provided Commissioner of Oath services.
- Issued marriage and lottery licences.
- Provided marriage solemnization services.
- Reviewed RFP submissions for Electronic Records Management Systems and attended demos of shortlisted proponents.
- Attended the Association of Municipal Managers, Clerks and Treasurers Conference.
- Continued work on Service Delivery Review Project (attended interview with consultant, established project charter and processes to be mapped, prepared staff survey).
- Organization of records (basement re-organization).
- Preparation for 2022 Municipal Election.
- Prepared notices related to McNairn Drain and prepared/facilitated Court of Revision meeting.
- Attended SDG Clerk's Meetings.
- Prepared for Township booth at Williamstown Fair.
- Facilitated various procurement openings.
- Assisted finance department as needed.

COMMUNICATIONS

- Daily preparation of website and social media content.
- Responded to general inquiries received through website and social media.
- Preparation of Council Meeting Newsletters.
- Preparation of Elections communications plan and advertisements.
- Issued press release related to partnership with the Mohawk Council of Akwesasne and Parks Canada re: Cairn Island.
- Assisted Economic Development with various communications projects (Meet our Marinas campaign, Business & Community Awards Gala).
- Attended Glengarry Archives grand opening.
- Preparation of materials for Williamstown Fair Booth.
- Managed Council meeting technology and livestream.

COMMUNICATIONS STATS

- YouTube Stats:
 - +8 subscribers
 - 1,334 video views

- Most viewed videos:
 - June 6th Regular Council Meeting (109)
 - June 20th Regular Council Meeting (100)
 - July 4th Regular Council Meeting (66)
- Website – Most Popular Searches
 - Bids and Tenders (14)
 - Pay Online (11)
 - Property Taxes (11)
 - Burn Permit (8)
 - Cloud Permit (8)
- Facebook Stats – Posts with Highest Reach
 - Glen Walter Bike Repair Station (17.9K)
 - Bear Sighting (13.8K)
 - Thank You Rec Staff – Bike Station (10K)
 - Emergency Rd. Closure, County Rd 17 (8.8K)
 - Storm Cleanup Notice (8.5K)

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: August 2, 2022

SUBJECT: Departmental Update – Finance Services (June and July, 2022)

PREPARED BY: Michael Hudson, GM of Finance and Treasurer

AR Activity

- Final tax billing mailout started on July 27th. Installment due dates are August 31 and October 31, 2022. Please note that all taxpayers will be reminded again of any tax arrears outstanding at this mailing.
- Water billings for June were mailed June 28th. August water billings are scheduled for mailout on August 28th.

AP Activity

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

Treasury Activities

- Ongoing assistance to MNP to clear final audit queries to get the audit completed.
- Finance staff continue to take every opportunity to advise and encourage taxpayers to use pre-authorized automatic payment programs, Debit, and on-line payments.
- Continuing understanding of the operation of the SG accounting system.
- Continuing education with the Vadim software and operation.
- First draft of the 2021 audited financial statements of the Cornwall Regional Airport Commission were reviewed July 20th by the Commission. A minor adjustment was required and the amended statements will be presented for final approval at the next meeting scheduled for August 3rd.

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: Aug 2, 2022

SUBJECT: Departmental Update – Fire Services (June and July 2022)

PREPARED BY: Dave Robertson, Fire Chief

OPERATIONS and RESPONSES:

- Motor Vehicle Collisions: June 9, July 3
- Alarms: June 3, July 1. Medical: June 1, July 2
- Burn Complaint / Unauthorized Burns: July 1,
- Fire – Structural: June 3, July 1, Brush / Grass:0, Vehicle: 0, Other: 0
- False: June 2, July 11 Public Hazard: June 3, July 1
- Rescue: June 1
- Incidents of note.
 - Garage fire, Kraft Rd

TRAINING:

- Information sessions (X3) with all firefighters to review Certification
- Water rescue scenarios

FIRE PREVENTION:

- Visit to Boys and Girls Club summer camp
- Crews attended the COPA Fly-in breakfast event at the Cornwall Regional Airport
- Crews attended July 1st events
- Building inspections

HEALTH AND SAFETY:

- Building inspections continue

ADMINISTRATION:

- Annual Pumper truck testing was completed. No major repairs needed.
- Radio repeater hosting agreement with Amateur Radio Emergency Service

- Preparations to provide 1st Aid services to the Williamstown Fair
- Meetings with Parks Canada regarding a possible shared water source for fire suppression system at the Sir John Johnson House
- Consultation / Committees
 - Hwy 401 construction projects – Emergency Management Group
 - Canadian Assoc of Fire Chiefs, RPAS (Drone) Committee
 - Municipal construction projects (traffic safety plans)
- New Water Tanker vehicle (T3) was received and placed into service
- Project management oversight for new Public Works Facility. Complete
- Tender acceptance
 - 18-2022 Two Pumper Vehicles
 - 19-2022 Williamstown Fire Station Renovation
 - 13-2022 Fire Unit 1 (Chief's vehicle)

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: August 2, 2022

SUBJECT: Departmental Update – Parks, Recreation and Culture (June & July 2022)

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

ADMINISTRATION:

- Facility bookings and coordination
- Facilitating with Boys and Girls Club Camp
- Recreation software implementation - ongoing
- Glen Walter Waterfront Park – project planning
- Glen Walter Regional Park – play structure – ongoing project coordination
- Lancaster Legion Deck project – project implementation and completion
- Green and Inclusive Community Building Grant – ongoing
- Grant Funding Coordination and Reporting – ongoing
- Smithfield outdoor rink repairs – project implementation and completion
- Peanut Line Bridge Repair – CR19 – project coordinating
- Prepare Char-Lan Recreation Centre advertisement agreements and execute operations
- ORFA Training - Advanced Recreation Facilities Business Management Course – S. Servage complete
- External Meetings
 - Char-Lan Recreation Centre Floor and Dasher Board Project
 - Ongoing site visits, construction meetings and project coordination with EVB Engineering, Bradley Contracting, CIMCO and Athletica Sport Systems
 - Parks and Recreation Master Plan Consultants – ongoing
 - Eco Era - Lancaster Legion Deck Project – final site visits
 - CLMHA, Junior B Rebels and CLSC – CLRC Advertisements
 - RRCA Cooper Marsh Visitor Centre Re-Opening
 - CLRC Drainage Discussions – EVB and landowners
 - Peanut Line Site Visit – BBCAA

- Playground Planners – Bocce Ball Court Installation – Site Visit Kenneth Barton Sr. Memorial Park
- OTF Capital Grant Webinar
- Loyalist & Nor'Westers Museum – potential grant application planning
- EVB Engineering – Smithfield Building
- CLMHA – upcoming season ice schedule meeting
- Internal Meetings
 - Departmental Team Meetings – ongoing
 - Management meetings - ongoing

OPERATIONS

- Recreation facility prep, cleaning and maintenance - ongoing
- Minor sport program facilitating
- Schedules – Facility Operators and students
- Tree management – ongoing
- Ongoing maintenance requests
 - Lancaster Library
 - Lan-Char Medical Centre/Dentist
 - Main Office
- Sport Field Prep and ongoing maintenance
- Painting sport bleachers
- Park and Peanut Line inspections and maintenance
- Garbage pickup
- Tennis/Pickleball Court cleaning/maintenance
- Ongoing flower boxes and flower bed maintenance – Lancaster, Main Office, CLRC and Martintown Community Centre
- Splash Pad ongoing maintenance
- Canada Day prep and cleanup – Smithfield
- Kayak Launch Install – South Lancaster Wharf
- Glen Walter Waterfront Park – seating, bike repair station and bike parking installation

HEALTH AND SAFETY

- Building and site inspections continue.

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry

MEETING DATE: August 2, 2022

SUBJECT: Planning, Building and Enforcement Department
Monthly Update June and July 2022

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



Planning

- Received, processed and reviewed consent, minor variance, site plan control and zoning amendment applications
- Prepared staff reports and information reports for Council meetings
- Organized and attended an Information Session at Smithfield Park for proposed long term care home
- Conducted pre-consultation meetings with members of the public for planning inquiries
- Worked on Township owned lands
- Worked on subdivision files in various stages
- Participated in weekly Management Team Meetings
- Conducted staff meetings
- Reviewed draft by-laws and staff/info report
- Prepared staff reports and info reports
- Conducted site visits
- Provided ongoing training to Economic Development Officer
- Participated in business grand opening- Artizen Yoga and Art
- Worked on preparations for the 2022 Business & Community Awards Gala
- Attended Awards Gala Committee meeting
- Met with KPMG consultants.

Building

- Received and processed building permit applications
- Conducted pre-consultation sessions with members of the public for building permit inquiries
- Attended various walk-in appointments with the public
- Completed Site Plan Control reviews
- Conducted building inspections
- Prepared work order reports for lawyers
- Conducted septic system file searches

- Prepared statistical reports for Tarion, MPAC, CMHC, and Statistics Canada
- Received applications for and assigned civic addresses
- Ordered and distributed civic address signs and posts
- Applied, reviewed and issued building permits via Cloud Permit
- Changed Civic Addresses to correct number sequence
- Inspected open legacy building permits as a result of work order requests
- Addressed reports and internal sightings of residents building without permits
- Worked with SDG to better address necessary changes to support the shift to NG911
- Uploaded septic permits to GIS
- Synchronized paper and digital property files
- Revised entrance permit application process with Infrastructure department to better utilize Cloudpermit as a resource and improve records
- Met with KPMG consultants.

GIS

- Filed in TOMRMS zoning by-laws, site plan control, subdivision, consents.
- Prepared and mailed out minor variance and zoning amendment notices along with minutes and decisions.
- Assisted Building Information Officer (BIO).
- Attended Community Living collaboration meeting.
- Attended staff meeting.
- Attended ESRI – NG911 – Validate your GIS data webinar.
- Prepared maps for staff as required (Building, Planning).
- Commissioned documents as required.
- Attended Planning meeting.
- Attended meeting and prepared maps for Creg Quay Limited association members.
- Attended Cloudpermit Planning update meeting (virtual).
- Attended GIS Working Group meeting at SDG Counties.
- Reviewed GIS system with EcDev staff.
- Review unopened road allowance GIS data for GM of Infrastructure.
- Review and report to MPAC building permits from previous years.
- Attended ESRI Virtual User Conference.
- Provide assistance to summer student when required.
- Met with KPMG consultants.

By- Law Enforcement

- Responded and investigated By-law complaints.
- Investigated Dog Attacks.
- Corresponded and assist with OPP and Ministry of the Solicitor General.

- Attended Staff meeting.
- Collected and installed Minor Variance Signs.
- Collected Civic Posts and Blades.
- Conducted Pool Permit reviews and inspections.
- Arranged and attended meetings with the public.
- Conducted Breeding and Boarding Kennel Inspections.
- Participated in Staff Meeting.
- Attended Municipal Law Enforcement Officers Association Part II Training in Orillia.
- Attended and reviewed sites that are building without permits.
- Met with KPMG consultants.

Economic Development

- Update 2022 CIP Program Application Package
- Completed Marina Feature Sheets
- Attended local economic development officer meetings
- Provided support to businesses for new funding programs
- Grand opening/ribbon cutting for new business
- Responded to general inquiries from existing and potential Business Owners
- Responded to real estate and developer inquiries
- Drafted 2022 Business & Community Awards Gala project timeline, designed graphics and promotional material, ongoing planning meetings
- Attended Awards Gala Committee meeting
- Set up RTO 9 visit to tour local businesses

Emergency Planning

- Assisted the CFIA with Avian Flu response activities and provided coordination and communication amongst applicable agencies
- Monitored all EMO situation reports and updates

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: August 2, 2022

SUBJECT: Second Quarter 2022 Building Permit Activity

PREPARED BY: Chris Raabe, Director of Development & CBO

This report is intended to provide an update regarding permit activity for the second quarter of 2022.

The table below shows issued permits from January 1st to June 30th for the current year and a comparison to the previous 3 years for the same period.

For Period Ending March 31 Construction Class	Issued Permits			
	2019	2020	2021	2022
Institutional	3	4	0	1
Commercial	8	2	3	8
Agricultural	11	6	7	6
Residential				
New Dwelling	13	14	28	30
Addition/Renovation	39	19	27	14
Accessory Buildings & Other	16	10	23	26
Water/ Sewer	N/A	N/A	14	11
Wood Stove	2	1	0	1
Demolition	9	14	5	3
On-site Sewage Systems	10	18	46	29
Temporary Buildings / Tents	7	0	3	4
Swimming Pool	9	17	15	21
TOTAL	127	105	171	154
Total Construction Value	\$9,003,661.14	\$8,332,629.00	\$22,285,257.41	\$30,273,704.73
Total Permit Fees	\$123,999.85	\$78,872.98	\$229,106.19	\$332,066.77

INFORMATION REPORT

REPORT TO: Council of the Township of South
Glengarry



MEETING DATE: August 2, 2022

SUBJECT: 2022 Building Permit Activity as of June
30, 2022

PREPARED BY: Chris Raabe, Director of Development &
Chief Building Official

This report is intended to provide an update regarding permit activity for the second quarter of 2022.

The table below shows issued permits from January 1st to June 30th for the current year and a comparison to the previous 3 years for the same period.

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Addition/Renovation	39	19	27	14
Accessory Buildings & Other	16	10	23	26
Water/ Sewer	N/A	N/A	14	11
Wood Stove	2	1	0	1
Demolition	9	14	5	3
On-site Sewage Systems	10	18	46	29
Temporary Buildings / Tents	7	0	3	4
Swimming Pool	9	17	15	21
TOTAL	127	105	171	154
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INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry

MEETING DATE: August 2, 2022



SUBJECT: Water Meter Inspection Project Update (August 2022)

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

Background

Administration provided Council with a multi-phased approach to reducing water loss and sanitary infiltration within the Glen Walter, Lancaster, and Green Valley water and wastewater systems through the March 21, 2022 Township Council Agenda. Administration has implemented Phase One (Meter Investigations) of the proposed approach which included:

- 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

Progress Update *(as-of July 26, 2022)*

A dedicated Meter Reader, Mr. Ron McLaughlin, was hired on a 6-month contract beginning May 9, 2022. The program has been successful and is nearing completion within the Glen Walter service area; leaving the Lancaster service area to complete during the second half of the program. During the past three months, Mr. McLaughlin has

- Inspected 399 water meters
- Replaced 43 faulty water meters (an estimated cost of \$19,000 to the Township)
- Identified two (2) bypasses

Administration anticipates that all meters within the Township will be inspected by the end of the six-month program.



CIRCULAR
MATERIALS

Driving Towards a Circular Economy

Amendments to Blue Box Regulation

- *Rule-making and allocation table provisions removed*
- *Every producer must provide:*
 - *Curbside collection of blue box material for every eligible source that receives curbside garbage collection*
 - *Depot collection of blue box material for residences that do not receive curbside service*
- *A single collection system can be established and operated on behalf of every producer*



Amendments to Blue Box Regulation

- *Requires submission of an Initial Report to RPRA by July 1, 2022*
- *Report can be submitted by a PRO, on its own or through agreements with other PROs, that represents more than 66% of the aggregate weight of blue box material supplied to consumers in Ontario in 2020*
- *Report is to include*
 - *How the PRO intends to establish and operate a collection system, including with other PROs*
 - *How the PRO will make collected blue box material available for processing, how it will be processed, and location of receiving facilities in Ontario*
 - *A description of how the PRO intends to comply with P&E requirements*

Common Collection System

- *Circular Materials and Ryse will continue their collaboration*
 - *Previously for development, submission and agreement with rules*
 - *Now for development and submission of initial report by July 1, 2022*
 - *Implementation of common collection system*
- *Circular Materials will, in collaboration with Ryse*
 - *Submit the report required by s.50.1 of the amended Regulation*
 - *Act as the administrator of the common collection system*

Collection Supply-Chain Objectives

- *Deliver standardized services following transition period*
 - *Standard list of materials collected to reduce consumer confusion*
 - *Consistent service standards to meet consumer needs*
- *Reduce costs*
 - *Group municipalities into collection catchments for efficient routing and truck utilization*
 - *Leverage economies of scale*
 - *Encourage innovation*
- *Focus efforts on delivering materials producers need for their supply chains to add value*

Collection Supply-Chain Objectives

- *Improve performance*
 - *Increase residential participation, set-out and capture rates*
 - *Reduce contamination levels*
 - *Consistent inbound materials to facilitate better processing capture rates*
 - *Improve material quality throughout system*
 - *All to meet regulated performance targets*

Material Category	Recovery Performance in 2020	Recovery Target 2026 to 2029	Recovery Target 2030 Onwards
Paper	66.4%	80%	85%
Rigid plastic	40.6	50%	60%
Flexible plastic	7.9%	25%	40%
Glass	62.1%	75%	85%
Metal	43.2%	67%	75%
Beverage Containers	?	75%	80%

Note:
2020 - Marketed / Generated
Targets - Marketed / Supplied

Current System

- 365 eligible communities transition between July 1, 2023 and January 1, 2026
 - 291 communities offer curbside collection; 74 offer only depot collection
 - Plus First Nations communities; 28 participate in the Datacall

Transition Year	Total Households Served	Total Tonnes Marketed	Tonnes from Single Stream Communities	Tonnes from Two Stream Communities
2023	1,775,583	227,549	123,926	103,623
2024	1,968,220	310,689	94,988	215,701
2025	1,617,176	217,295	132,723	84,571
Total	5,360,979	755,533	351,638	403,895
Percentage			47%	53%

Transition Schedule

2023 Transitions	2023 Households Transitioning	2024 Transitions	2024 Households Transitioning	2025 Transitions	2025 Households Transitioning	2025 Transitions Continued	2025 Households Transitioning Continued
7/1/2023	1,662,397	1/1/2024	562,212	1/1/2025	288,163	7/1/2025	145,999
7/29/2023	11,572	3/2/2024	205,175	2/1/2025	3,307	7/15/2025	1,490
7/31/2023	3,541	3/31/2024	3,453	2/28/2025	437	7/17/2025	80,356
9/1/2023	1,134	4/1/2024	111,745	3/1/2025	9,425	9/1/2025	2,636
9/16/2023	5,220	5/1/2024	70,639	3/28/2025	19,545	9/16/2025	1,492
9/30/2023	43,819	6/30/2024	1,494	3/31/2025	2,493	9/30/2025	3,650
10/1/2023	40,287	7/1/2024	312,272	4/1/2025	550,344	10/1/2025	10,497
10/31/2023	4,245	8/28/2024	168,187	5/31/2025	5,642	10/31/2025	2,372
12/31/2023	3,368	9/28/2024	30,676	6/1/2025	10,077	12/31/2025	477,998
Total	1,775,583	10/1/2024	452,165	6/27/2025	1,253	Total	1,617,176
		11/19/2024	50,202				
		Total	1,968,220				

- **Producers' obligations change over time**

- *From transition date to December 2025*
 - *Continue existing services*
 - *Collection from current single-family and multi-family households, facilities, public space recycling containers*
 - *Operation of existing depots*
 - *Collection of materials currently accepted*
 - *'Best efforts' to achieve performance targets*
- *After January 2026*
 - *Collection of all Blue Box Material*
 - *Collection from all residences and facilities including*
 - *Multi-family buildings and facilities that register with RPRA*
 - *Households without curbside recycling but receiving curbside garbage collection*
 - *Depots in depot-only communities*
 - *Public space recycling containers per methodology in Regulation*
 - *Performance targets*

- **Truck delivery time**

- *Currently 18 to 24 months*
 - *Exacerbated by disrupted supply chains*
- *Collection RFPs typically specify new trucks*
 - *Typical contract term of 7 years + up to 3 one-year extensions utilize truck life span*
- *Mitigation measures to support seamless transition*
 - *Extend existing contracts*
 - *Award new contracts with effective service delivery date to align with expiry of extended contracts*
 - *Provides time for contractors to take delivery of trucks*
 - *Where extending existing contract isn't feasible, CM collection RPF could allow used trucks to start a new contract*

Overview of Approach to Procurement

- *Continue existing collection services during transition period*
- *Offer contract to municipalities to continue existing collection services during transition period*
 - *If a municipality wishes to opt out, same offer to municipality's contractor*
- *Each PRO will receive its share of collected materials from common collection system and will make its own arrangements for post-collection*

Key System Design Elements

- **Contamination** is *non-blue box material in collected material*
 - Measured through sampling of in-bound material at receiving facilities
 - Differs from **residue** which is inbound contamination + processing losses
- Assessed current rates of non-blue box material using CIF waste composition

Blue Box Material	Non-Blue Box Material
Printed paper – all categories except	Hard Covered Books; Tissue/Toweling
Paper packaging – all categories	
Plastics – all categories except	Certified Compostable Plastic Bin Liners – Non-Packaging; Durable Plastic Products; LDPE/HDPE Film – Products (non-packaging)
Metals – all categories except	Other Aluminum (non-packaging); Other steel (non-packaging)
Glass – all categories except	Other Glass – non-Blue Box
MHSW: Aerosols – Pesticides; Aerosols – Other; Pesticide containers	All other categories
	All categories of Home Health Waste; Organics; WEEE; Bulky Items
Other: Recyclables with Contents;; Fibre with Plastic Overwrap; Fused Recyclables; Coffee pods/cups	All other categories

Key System Design Elements

Current Rates of Non-Blue Box Material from Single-Family Households

<i>Non-Blue Box Material</i>	<i>Large Urban</i>	<i>Medium Urban</i>	<i>Small Urban</i>	<i>Urban Regional</i>	<i>Rural Regional</i>	<i>Rural Collection North</i>	<i>Rural Collection South</i>
<i>Single stream</i>	11.84%	N/A	N/A	N/A	7.22%	12.06%	15.64%
<i>Dual stream</i>	4.54%	3.02%	8.44%	5.57%	3.95%	4.06%	4.59%

Current Rates of Non-Blue Box Material from Multi-Family Households

<i>Non-Blue Box Material</i>	<i>Large Urban</i>	<i>Medium Urban</i>
<i>Single stream</i>	20.61%	N/A
<i>Dual stream</i>	7.47%	7.27

Key System Design Elements

- *Propose aspirational target of 4% non-blue box material in material collected from residences and facilities and at depots*
- **From transition to December 2025**
 - *Municipality that exceeds 4% non-blue box material in inbound material over rolling 6-month period will be expected to develop and implement improvement plan to gradually reduce percentage of non-blue box material through continuous improvement*
 - *Improvement plans*
 - *Focus on source and type of contamination*
 - *Typically involve modifying and/or focusing P&E efforts*
 - *Supported by P&E developed for common collection system*
 - *Informed by data from ongoing sampling of inbound materials for composition audits*

Key System Design Elements

- *Municipalities collect from **non-eligible sources** (i.e. IC&I) on residential collection routes and at drop-off depots*
- **From transition to December 2025**
 - *Propose to continue commingling of Blue Box Material from eligible and non-eligible sources on routes and at depots if eligible community or contractor willing to extend existing contract for transition period*
 - *Use methodology to calculate quantity collected from non-eligible sources
 - *To deduct from total material collected to yield residential material collected*
 - *To invoice eligible community for costs to collect and manage material from non-eligible sources**
- **After 2026**
 - *Commingling adds admin/material tracking costs and introduces data uncertainty for enforceable targets*
 - *Propose to segregate collection from non-eligible sources as of 2026*

Key System Design Elements

- **47 municipalities co-collect recycling with garbage or organics**
 - *Toronto, York Region, Waterloo Region, Ottawa, 42 other communities*
- **From transition to December 2025**
 - *Propose to continue status quo if eligible community or contractor willing to extend existing contract for transition period*
- **After 2026**
 - *Propose to procure collection services through competitive procurement using collection catchments*
 - *Municipalities could time their garbage/organics collection RFP with CM's blue box collection RFP to allow respondents to submit proposals in parallel for each RFP*

Key System Design Elements

- **Number of streams**

- *Shifting to two stream reduces system costs, increases material capture, improves material quality i.e. if all households were two stream: ~20,000 more tonnes marketed and ~\$40M net cost savings (based on 2020 Datacall)*

Metrics	Single Stream Households	Two Stream Households
Net cost per tonne	\$447.14	\$372.76
Net cost per household	\$58.90	\$43.12
Kg per household marketed	131.73	139.35

- **From transition to December 2025**

- *Propose to continue status quo if eligible community or contractor willing to extend existing contracts for transition period*

- **After 2026**

- *May shift some communities to two stream to align all communities in a collection catchment to facilitate receiving/transfer facility logistics*

Residence and Facility Collection

- **Eligible communities that wish to remain involved**
- **From transition to 2025**
 - *CM will offer to contract with municipality to continue residence/facility collection services to December 31, 2025*
 - *Municipality may need to extend existing contract(s)*
 - *Contract will be based on continuing existing services*
 - *Current residences and facilities, accepted materials, number of streams, collection container, continuation of co-collection if applicable, continuation of commingling of eligible and non-eligible sources*
 - *Contract will include*
 - *Methodology to calculate quantity collected from non-eligible sources to deduct costs for collection and management from payment due to municipality*
 - *Local P&E*

Residence and Facility Collection

- **From transition to 2025**
- *Propose to pay municipality based on*
 - *For residence and facility collection*
 - *2020 Datacall reported residential collection cost + admin factor*
 - *+ Adjusted for CPI and fuel escalator to transition date*
 - *Then adjusted annually for CPI and quarterly for fuel*
 - *For local P&E*
 - *Average 2020 Datacall reported promotion and education cost per serviced household = \$1.50 per serviced household*
- *Propose to utilize standard*
 - *Master Services Agreement*
 - *Standard Statement of Work (SoW) for residence and facility collection*

Residence and Facility Collection

- **Eligible communities that do NOT wish to remain involved**
- **From transition to 2025**
 - *CM will offer to contract with municipality's contractor to continue residence/facility collection services to December 31, 2025*
 - *Contract will be based on continuing existing services*
 - *Current residences and facilities, accepted materials, number of streams, collection container, continuation of co-collection if applicable, continuation of commingling of eligible and non-eligible sources*
 - *Contract will include*
 - *Methodology to calculate quantity collected from non-eligible sources to deduct costs for collection and management from payment due to contractor*
 - *Local P&E*

Residence and Facility Collection

- **If an eligible community's residence/facility contract extends into or beyond 2026**
- **From transition to 2025**
 - *Same as in previous slides*
- **After 2026**
 - *CM will offer to contract with municipality using same MSA and SoW as used for vendors awarded a contract through collection RFP process*
 - *Includes all designated blue box material*
 - *Includes 4% contamination threshold with improvement plans and service level failure credits*
 - *Excludes non-eligible sources*
 - *May shift some communities from single stream to two stream (to align services in a collection catchment)*
 - *Payment would be based on bid price for comparable eligible communities in collection RFP process plus an allowance for contract administration*

Residence and Facility Collection

- **If an eligible community's residence/facility contract does not extend into 2026 but community wishes to remain involved after January 1, 2026**
 - *CM will consider adding municipality as an additional party to the agreement between CM and the vendor selected through CM's collection RFP process*
 - *Municipality's role would be negotiated and defined in the agreement*

Depot Collection

- **From transition to 2025**

- *Propose to contract with municipality to*
 - *Continue existing depot collection services*
 - *Payment to be determined based on costing study to be completed in coming months*

- **After 2026**

- *Propose to contract with municipality to*
 - *Operate depots in areas without recycling curbside collection*
 - *Possibly operate some/all existing depots pending depot-by-depot assessment*
 - *Payment to be determined based on costing study to be completed in coming months*

Type of Area	Until December 2025	After January 2026
<i>With curbside recycling collection</i>	<i>Contract with eligible community to operate existing depots until December 2025</i>	<i>Depot-by-depot assessment Contract to operate specified depots</i>
<i>With depot-only collection With curbside garbage collection</i>		<i>Provide curbside recycling collection Depot-by-depot assessment Contract to operate specified depots</i>
<i>With depot-only collection Without curbside garbage collection</i>		<i>Depot-by-depot assessment Contract to operate specified depots</i>

Public Space Collection

- **From transition to 2025**

- *Propose to contract with municipality to*
 - *Continue collection of existing public space locations that meet criteria in s.29 (1) of the Regulation: “blue box receptacles in the same public spaces and in the same quantity as were provided in that eligible community under the WDTA blue box program, as required to be registered under subsection 54 (2)”*
 - *Payment to be determined based on costing study to be completed in coming months*

- **After 2026**

- *Propose to contract with municipality to*
 - *Collect from public space locations as specified in s. 28 of the Regulation*
 - *Payment to be determined based on costing study to be completed in coming months*

Next Steps re Residence/Facility

- *Eligible communities will be listed in CM's collection RFP for residence/facility collection services*
 - *Need to define service commencement date for RFP*
- *Preference is for municipalities to remain involved through transition*
 - *Reduces risk of service disruption*
- *Opportunity for municipalities to remain involved after 2026*
 - *Where municipal contract extends into 2026*
 - *If municipality wishes to be a party to CM's awarded collection contract in administration role*

Next Steps re Residence/Facility

- *CM will be posting*
 - *Eligible Community MSA and Residence and Facility SoW for period from transition date to December 31, 2025*
 - *CM will work with AMO to consolidate comments from municipalities*
 - *Online form to be completed by June 15*
 - *By municipalities that wish to deliver residence/facility collection during transition*
 - *By a municipality's contractor where the municipality wants to opt out of residence and facility collection*
 - *To register municipality's (or contractor's) interest in contracting with CM to deliver residence and facility collection from transition date to December 31, 2025*
- *Will use CIF contact information to email municipalities*

Next Steps re Residence/Facility

- *Where municipality contracts with CM for transition period and the municipality's contract extends into or beyond 2026, collection RFP will ask respondents to provide submissions based on
 - *Collection service commencing on January 1, 2026*
 - *Collection service commencing at expiry date of current municipal contract**
- *After CM releases Collection RFP*
 - *Municipalities can review Collection RFP MSA and Residence/Facility SoW*
 - *CM will post online form for municipalities to complete before RFP closes*
 - *To register municipality's interest in contracting with CM to deliver residence and facility collection in 2026 based on the Collection RFP MSA and Residence and Facility SoW*

Next Steps re Depot and Public Space

- *Complete costing studies by compiling data from multiple municipalities representing range of circumstances*
- *Proposed study scope provided to AMO for comment*

Depot Collection	Public Space Collection
<ul style="list-style-type: none">○ <i>Geographic location of depot</i><ul style="list-style-type: none">– <i>urban, rural, north, south</i>– <i>in curbside or depot-only area</i>○ <i>Hours of operation</i>○ <i>Materials accepted</i>○ <i>Number of streams</i>○ <i>On-site material handling</i>○ <i>Tonne throughput</i>○ <i>Capital costs</i>○ <i>Operating costs</i>	<ul style="list-style-type: none">○ <i>Geographic location of municipality</i>○ <i>Population density</i>○ <i>Materials accepted</i>○ <i>Number of streams</i>○ <i>Bin location</i><ul style="list-style-type: none">– <i>park/playground, sidewalk, transit station or stop</i>○ <i>Type of bin</i>○ <i>Kg collected per recycling bin</i>○ <i>Capital costs</i>○ <i>Operating costs</i>

Next Steps re Depot and Public Space

- *Develop pricing offer for depot collection and for public space collection*
- *CM's preference is for municipalities to remain involved through and beyond transition*
 - *If a municipality does not wish to provide depot collection, CM would make best effort to establish*
 - *Same number of depots as currently exist but will focus first on areas without curbside collection of blue box materials*
 - *If a municipality does not wish to provide public space collection, CM would make best effort to establish*
 - *Same number of recycling public space locations as locations that meet criteria in s.29 (1) contingent on municipality agreeing to*
 - *Co-site garbage public space bins*
 - *Service the garbage public space bins to a reasonable service standard*

Next Steps

If you have questions, contact the Circular Materials team

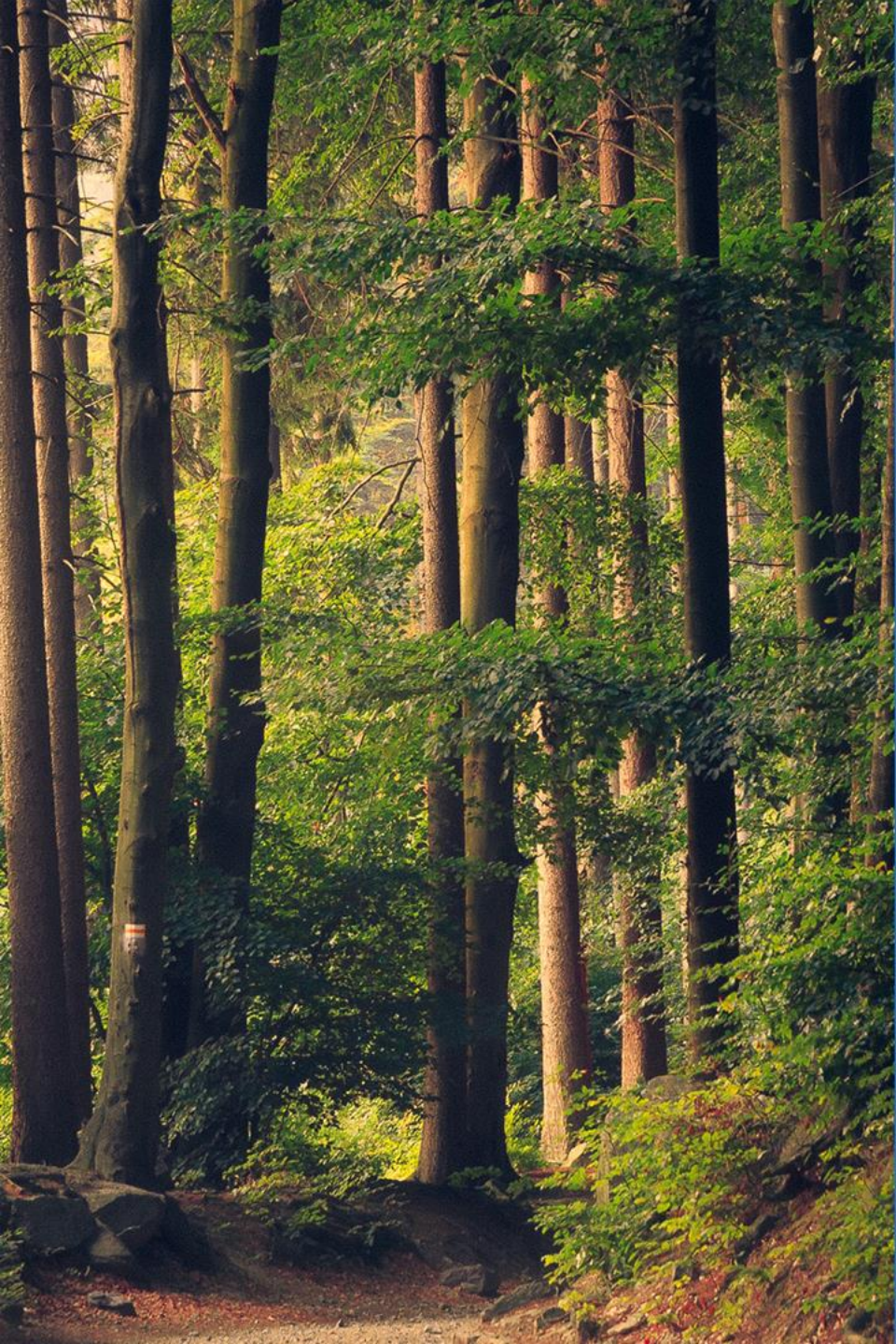
Email info@circularmaterials.ca

or

Email Rob Cook at robertcookconsulting@gmail.com

or

Call Rob Cook at 647 224 1369



CIRCULAR

M A T E R I A L S

info@circularmaterials.ca
circularmaterials.ca



July 18, 2022

Re: 22nd Annual Child Care Worker and Early Childhood Educator Appreciation Day, October 18, 2022

To Ontario mayors and councils,

We are writing to ask that you and your council proclaim and participate in Child Care Worker & Early Childhood Educator Appreciation Day on Tuesday, October 18, 2022. This day recognizes the commitment, hard work and dedication of Registered Early Childhood Educators (RECEs) and staff who work with young children. Each year, the day is proclaimed by The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE), municipalities and school boards across Ontario, and is marked by hundreds of child care centres, unions, and allies.

This year's Child Care Worker and Early Childhood Educator Appreciation Day is especially important as we start to build the Canada-Wide Early Learning and Child Care (CWELCC) program - a system of not-for-profit, accessible, affordable, high-quality care in Canada. After decades of advocacy, we are on our way to \$10-a-day child care. But to build a system that will serve all the families that need it, we must solve the child care workforce crisis. This starts by recognizing that ECEs and child care workers are worth more – and committing to decent work and pay for all those in the child care sector.

If your council does not issue official proclamations, there are many ways for your municipality to participate in celebrating this important day:

- Your council sponsors a public announcement;
- Display our posters and distribute our buttons; and
- Organize events and contests for the day or have councilors or the mayor participate in events hosted by child care centres.

A sample proclamation and document outlining additional ways to recognize this important day is attached.

We would love to acknowledge municipalities who choose to celebrate child care workers and ECEs across Ontario on October 18, 2022. Please let us know how your municipality is participating in the appreciation day and we will add you to our list of proclamations and celebrations.

Please direct any correspondence on proclamations and/or celebration activities to the attention of Carolyn Ferns, by mail: Ontario Coalition for Better Child Care, PO Box 73034 Wood Street PO Toronto, ON M4Y 2W5, or by email at: carolyn@childcareontario.org.

Thank you for your consideration.

Sheila Olan-MacLean
President, OCBCC

Fred Hahn
President, CUPE Ontario Division

22nd Annual Child Care Worker and Early Childhood Educator Appreciation Day

October 18, 2022

Proclamation

Whereas years of research confirms the benefits of high-quality early learning and child care for young children's intellectual, emotional, social and physical development and later life outcomes; and

Whereas child care promotes the well-being of children and responds to the needs of families and the broader community by supporting quality of life so that citizens can fully participate in and contribute to the economic and social life of their community; and

Whereas trained and knowledgeable Registered Early Childhood Educators and child care staff are the key to quality in early learning and child care programs;

Whereas Registered Early Childhood Educators and child care workers will be vital to the success of the Canada-Wide Early Learning and Child Care system;

Therefore, Be It Resolved that October 18, 2022 be designated the 22nd annual "Child Care Worker & Early Childhood Educator Appreciation Day" in recognition of the education, dedication and commitment of child care workers to children, their families and quality of life of the community.



22ND ANNIVERSARY | OCTOBER 18, 2022
**CHILD CARE WORKER AND EARLY
CHILDHOOD EDUCATOR
APPRECIATION DAY**



This day recognizes the commitment, hard work and dedication of Early Childhood Educators (ECEs) and staff who work with young children. Each year, the day is proclaimed by The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE), municipalities and school boards across Ontario, and is marked by hundreds of child care centres, unions, and allies.

Tips to Recognize and Celebrate the Day!

Everyone

Show child care workers your appreciation on social media:

- Share photos of how you're celebrating the day
- Share an event prior to the date to raise awareness
- Write a kind message about a child care provider you know
- Use the hashtag #ECEappreciation and tag us @ChildCareON

Municipalities

- Place an ad in the local newspaper promoting the day
- Nominate staff from local child care centres to be recognized by the Mayor
- Encourage local councillors to tour child care centres to find out more about this important work
- Organize a community-wide celebration to recognize individual staff, centres, and programs

School Boards

- Insert the day on the October calendar
- Arrange to have the day announced on the PA
- Encourage classes of students to visit the child care centre
- Set up a Wall of Fame where parents have the opportunity to say thank you to staff
- Place our poster on school bulletin boards

Child Care Centres

- Host a pizza lunch for staff
- Give staff members a certificate of appreciation.
- Have every staff in the centre vote on one child care champion of the year
- Set up a board near the entrance of the centre where parents may write thank-you notes
- Place our poster on the main doors

* Contact the OCBCC to order posters and buttons by Monday, October 3, 2022 to ensure timely delivery.

Corporation of the Township of North Glengarry
3720 County Road 34
RR2
Alexandria ON K0C 1A0
Tel: (613) 525-1110
Fax: (613) 525-1649



Municipalité du canton de Glengarry nord
3720 Route de comté 34
R.R.2
Alexandria, ON K0C 1A0
Tel: (613) 525-1110
Télécopieur: (613) 525-1649

www.northglengarry.ca

July 12, 2022

Mayor Lyle Warden
Township of North Glengarry
6 Oak Street
Lancaster ON K0C 1N0

RE: Redistribution of the electoral district for North Glengarry

Dear Mayor Warden,

This letter is to inform you that North Glengarry has initiated a public consultation with its residents on the desire to pursue the redistribution of the North Glengarry electoral district from the Glengarry-Prescott-Russell electoral district to the Stormont-Dundas-South Glengarry electoral district.

Attached you will find an information report to North Glengarry's Council dated July 11, 2022 indicating the process, timelines and reasons the municipality may want to pursue the redistribution.

The results of the public consultation will be shared with Council at the July 25, 2022 meeting. At that time, Council may elect to initiate the redistribution process by notifying the Federal Electoral Boundaries Commission for Ontario of its desire to join the Stormont-Dundas-South Glengarry electoral district. We will share Council's decision with you following that meeting.

We hope to count on your support in the event the Council for the Township of North Glengarry proceeds with this process. Please be assured that if this process is initiated, it is not due to the desire to leave the Glengarry-Prescott-Russell electoral district, but rather to bring North Glengarry into alignment with the United Counties of Stormont, Dundas and Glengarry under which it resides.

Feel free to contact me if you require any comments or have questions regarding this initiative.

Best regards,

Sarah Huskinson
Chief Administrative Officer / Clerk

Encl.: Council Report CS-2022-16 Redistribution of electoral district Information Report



STAFF REPORT TO COUNCIL

Report No: CS-2022-16

July 11, 2022

From: Anne Leduc – Director of Community Services on behalf of the Community Development Committee

RE: Redistribution of Electoral Districts Information Report

Recommended Motion:

THAT Council of the Township of North Glengarry receives Staff Report CS-2022-16; and

THAT Council of the Township of North Glengarry approves consulting with the public regarding the redistribution of North Glengarry from the Glengarry-Prescott-Russell electoral district to the Stormont-Dundas-South Glengarry electoral district; and

THAT comments or concerns received from the public regarding the redistribution of the electoral district be presented as part of a staff report at the July 25, 2022, Council Meeting.

Background / Analysis

The Constitution of Canada requires that federal electoral districts be reviewed after each decennial (10-year) census to reflect changes and movements in Canada's population. The current federal redistribution process began in October 2021. Electoral district's boundaries are set at the Federal level and are then adopted through the Province of Ontario's *Representation Act*. The boundaries are identical for both the Federal and Provincial elections.

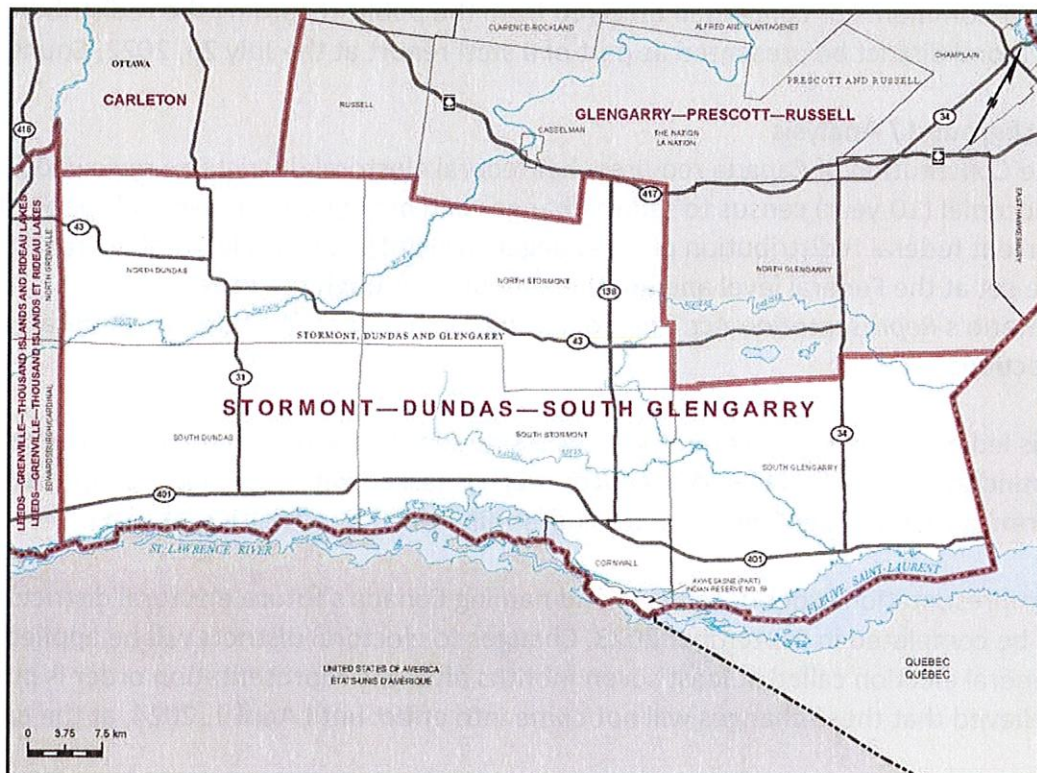
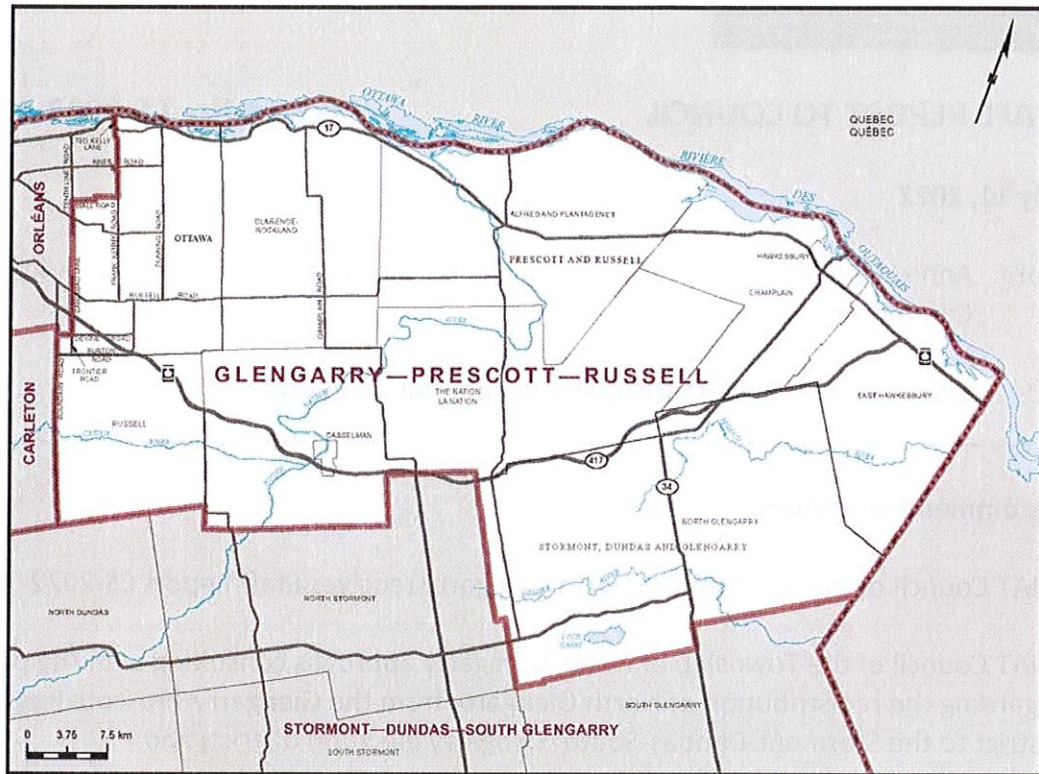
It is led by independent commissions working separately in each province to establish electoral boundaries. The Chief Electoral Officer (CEO) is tasked with applying the representation formula found in the Constitution to determine the new allocation of seats.

A representation order describing, and naming Canada's future electoral districts is expected to be completed in September 2023. Changes to electoral districts will be applied in the first general election called at least seven months after the representation order is proclaimed. It is believed that these changes will not come into effect until April 1, 2024, at the earliest.

North Glengarry's electoral district, Glengarry-Prescott-Russell, is shown in the picture below. As indicated, North Glengarry is part of an electoral district which includes the municipalities

of Alfred and Plantagenet, Casselman, Champlain, Clarence Rockland, East Hawkesbury, La Nation, and Russell, and the City of Hawkesbury, as well as a portion of Ottawa.

Electoral Districts



North Glengarry's interests would be better served if it could be included in the Stormont-Dundas-South Glengarry electoral district, aligning it naturally within the boundaries of the United Counties of SDG and its opportunities for development and growth.

- North Glengarry is a lower tier municipality under the United Counties of Stormont, Dundas and Glengarry;
- Redistributing North Glengarry to the Stormont-Dundas-South Glengarry electoral district would better align the borders of the electoral district to include all six of the Townships of North and South Dundas, North and South Stormont, and North and South Glengarry which are within the existing borders of the United Counties of Stormont-Dundas and Glengarry;
- The County of Glengarry is currently split between two electoral districts – North Glengarry is assigned to the Glengarry-Prescott-Russell electoral district and South Glengarry is assigned to the Stormont-Dundas-South Glengarry electoral district;
- North Glengarry identifies closely on heritage, history and shared culture with the United Counties of Stormont, Dundas and Glengarry;
- Confusion is caused for the Township of North Glengarry's electorate when they are aligned on municipal matters with the United Counties of Stormont, Dundas and Glengarry, and on federal and provincial matters with the Glengarry-Prescott-Russell electoral district;
- The population for the existing electoral district of Glengarry-Prescott-Russell is larger than that of the existing electoral district of Stormont-Dundas-South Glengarry by 11,970;
- The population for a revised electoral district of Stormont-Dundas-Glengarry (which would include North Glengarry) would be 8,318 greater than the population of the revised electoral district of Prescott Russell (minus North Glengarry). Due to steady growth, this gap is expected to close quickly.

	Population according to Statistics Canada		EXISTING ELECTORAL DISTRICTS		UNITED COUNTIES (PR population numbers do not include Ottawa which is part of the electoral district)	
	North Glengarry	South Glengarry	Stormont Dundas South Glengarry	Glengarry Prescott Russell	Stormont Dundas Glengarry	Prescott Russell
2011	10,200	13,150	101,000	106,000	111,100	85,400
2016	10,109	13,150	103,339	109,975	113,450	89,333
2021	10,144	13,330	104,493	116,463	114,643	95,639

GPR electoral district's population is 11,970 more than SDSG.

	Population according to Statistics Canada		REVISED ELECTORAL DISTRICTS			UNITED COUNTIES (PR population numbers do not include Ottawa which is part of the electoral district)	
	North Glengarry	South Glengarry	Stormont Dundas South Glengarry	Glengarry Prescott Russell		Stormont Dundas Glengarry	Prescott Russell
2021	10,144	13,330	114,637	106,319		114,643	95,639

SDSG electoral district's population would be 8,318 more than GPR.

Chart Summary

- The population for the Glengarry-Prescott-Russell electoral district stands at 116,460.
- Meanwhile, the population for the Stormont-Dundas-South Glengarry electoral district stands at 104,493. North Glengarry's population is 10,144.
- Reassigning North Glengarry to the Stormont-Dundas-South Glengarry district would increase the population in this district to 114,637.
- Removing North Glengarry from the Glengarry-Prescott Russell electoral district would decrease the population to 106,319.

Timeline for the Redistribution of Federal Electoral Districts

- Allocation of seats, establishment of commissions, and the publication of census data has occurred between mid-October 2021 to mid-February 2022.
- On June 23, 2022, Bill C-14 *An Act to amend the Constitution Act, 1867* (electoral representation) received Royal Assent.
- The first boundary proposal for the Province of New Brunswick was published on July 2, 2022, in the Canada Gazette, Part I, Volume 156, Number 27: Index. The boundary proposals for the other provinces are expected to follow shortly.
- Each commission must hold at least one public hearing within 30 days of the publishing of its boundary proposal. All public hearings are targeted to be completed by October 2022.
- Members of the public must notify the commission within 23 days after the publication of proposals if they want to make a presentation at a public hearing. Members of Parliament (MPs) may also make presentations at these hearings.
- Each commission finalizes its report on the new electoral districts, and the report will be sent to the Speaker of the House of Commons through the CEO, where it is tabled and referred to a designated parliamentary committee (assuming the commission has not requested more time). The expected timeline for this is mid-December 2022.
- Afterwards, MPs have the opportunity to file written objections in January or February 2023. In May and June 2023, the commissions consider objections.

- During September 2023, the CEO drafts the representation order, which describes the electoral districts established by the commissions, and sends it to the government via the Minister.
- The new boundary limits become official on the first dissolution of Parliament at least seven months after the date of proclamation (at the earliest April 2024).

In order to move forward with the notification to the commission, the Community Development Committee would have to reach out to the commission within 23 days of the publication of the commission's proposal. As indicated earlier, proposals are expected to be announced shortly (New Brunswick's was announced on July 2, 2022).

Staff would use this opportunity to reach out to the public prior to pursuing formal channels to obtain their input on the redistribution of North Glengarry to the Stormont-Dundas-South Glengarry electoral district. An ad will be published in the Glengarry News and The Review promoting the information on the redistribution of the electoral district and asking the community to respond to a survey on this issue. The survey will be available on the Township's website and shared through social media and our community partners. Paper versions of the survey will be available upon request and comments can also be sent to the Township by email or by telephone.

Information will be collated and brought back as part of a staff report to Council at the July 25, 2022, meeting.

Alternatives:

Option No. 1: That Council approves this recommendation.

OR

Option No. 2: That Council declines the approval of this recommendation.

Financial Implications:

There are minimal costs attached to running ads in the newspapers or posting information on the Township's website and social media outlets. The costs would be allocated to the Economic Development GL 1-4-1950-2300.

Attachments & Relevant Legislation:

Redistribution of Federal Electoral Districts 2022 – Information available on the Elections Canada website at

<https://www.elections.ca/content.aspx?section=res&dir=cir/red&document=index&lang=e>

Others Consulted:

Community Development Committee

Reviewed and approved by:
Sarah Huskinson, CAO/Clerk





MEMORANDUM

To: Township of South Glengarry Council, CAO and Clerk
From: Jessica Herrington, RRCA Stewardship Coordinator
Date: July 18, 2022
Subject: RRCA Full-Service Tree Planting Program

Full-Service Tree Planting

The Raisin Region Conservation Authority (RRCA) offers a full-service tree planting program with considerable cost savings to both private property owners and municipalities looking to add over 500 trees to their land. The program includes consultation, site preparation, seedling purchase and planting, and follow-up assessments. Through this program, the RRCA planted 42,000 trees this spring within its watershed jurisdiction in the City of Cornwall and Townships of South Glengarry, North Glengarry, South Stormont, and North Stormont.

The RRCA is currently booking free on-site consultations for the spring 2023 tree planting season. Site consultations allow RRCA staff to assess a property's topography, soil conditions, competing vegetation, drainage, and other notable features. Property owners are then provided with a recommended plan tailored to their particular land, helping them realize their tree planting goals. Over 30 local property owners are already booking free site visits with the RRCA.

Through the RRCA's various partnerships, such as Forests Ontario's 50 Million Tree Program, up to 100 percent of tree planting costs may be subsidized.

Tree Sales, Giveaways, and the Butternut Recovery Program

For smaller projects, the RRCA offers an over-the-counter native tree and shrub seedlings sale to the community at a low price. Residents are encouraged to follow the RRCA on social media to be notified when the 2023 order form becomes available this fall. Close to 11,400 trees were planted through this project this spring.

Earlier this year, the RRCA hosted its 23rd annual Tree Giveaway, partnering with municipalities to hand out 3000 free trees to area residents. The RRCA also participates in a recovery program for the endangered butternut tree. Through partnerships with local property owners, over 2000 pure butternut trees have been planted in the RRCA jurisdiction since 2006.

About the RRCA's Forestry Programs

By facilitating the tree planting process for local property owners, the RRCA's forestry programs help improve the health and function of local watersheds by enhancing the region's tree cover. This year, RRCA staff are planting 57,000 trees on private and public properties, adding to the over 1 million trees planted by the RRCA since 1994 within its watershed jurisdiction.

Should you have any questions about RRCA forestry programs or would like to arrange for tree planting site consultations for municipal properties, you may reach Jessica Herrington at (613) 938-3611 ext. 228 or Jessica.Herrington@rrca.on.ca.



July 22, 2022

Premier Doug Ford
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Dear Premier Ford:

Re: Physician Shortages in Ontario

Ontario has one of the most revered health care systems in the world. The residents of Ontario have been fortunate to have access to medical professionals from all branches of the medical field.

Our Province continually monitors the needs of its citizens and strives to make progressive changes to continue to meet the needs of Ontarians. Evidence of this progressive action on the part of the government was the identification of the shortage of Personal Support Workers. Recognizing the vital role that they play in health care, the Province supported Ontario colleges in providing free tuition for students who agreed to study for and become Personal Support Workers. We applaud the Province for this progressive action.

Like many municipalities, we have noticed that as each year goes by, we begin to see fewer physicians. The shortage is becoming alarming as we hear daily that many people are without a physician and do not have access to a primary medical care giver. The shortage of physicians is reaching our hospital emergency rooms as many in our rural communities are forced to close periodically as there are no physicians to staff them.

Another issue which is exacerbating the physician shortage is the limited spaces available in Canadian Universities for medical school and in residency programs. Increases to the number of students who are accepted could go a long way to ensure that more students graduate and become contributing physicians in our communities.

A third issue that causes concern is the seemingly onerous process for foreign and international physicians to become accredited to practice in Ontario. We have had interactions with individuals who have come to our community and are accomplished physicians but are not able to practice in Ontario as they at times cannot afford the cost for accreditation and in other instances, the process is quite lengthy meaning that they must take other positions, outside of their field, thus wasting their talent.



TOWN OF SOUTH BRUCE PENINSULA

The Town of South Bruce Peninsula has seriously contemplated all of these issues and has taken steps to address the shortage experienced in our community. Council has monetarily supported a local Physician Recruitment Committee and has held money in reserves to assist with the hiring of a recruiter and to be used to assist new physicians requiring funds to set up an office and find housing.

We are reaching out to you to ask for your assistance in addressing the physician shortage. We would like to see subsidy opportunities for students who commit to becoming practicing physicians and would expect that the Province would put protective measures in place to ensure that students receiving funding commit to practicing in Ontario. We would support an expedited accreditation process for foreign physicians. We would encourage the increase of additional student spaces in medical school and residency programs.

The Town of South Bruce Peninsula is not alone in its convictions to address the physician shortages. We welcome you to contact us directly to have conversations about how all levels of government can work together to end this shortage.

Yours very truly,

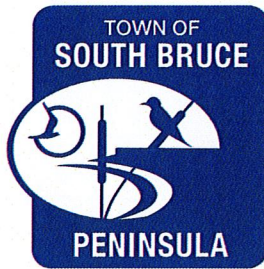
Mayor Janice Jackson

janice.jackson@southbrucepeninsula.com

519-534-1400 ext 200

Enclosure (1)

cc: Hon. Sylvia Jones, Minister of Health and Long-Term Care sylvia.jones@pc.ola.org
Rick Byers, MPP, Bruce Grey Owen Sound rick.byers@pc.ola.org
Hon. Stephen Lecce, Minister of Education stephen.lecce@pc.ola.org
Prime Minister Justin Trudeau justin.trudeau@parl.gc.ca
Hon. Jean-Yves Duclos, Minister of Health jean-yves.duclos@parl.gc.ca
Alex Ruff, MP, Bruce Grey Owen Sound alex.ruff@parl.gc.ca
All Municipalities in Ontario
College of Physicians and Surgeons of Ontario feedback@cpsy.on.ca



Excerpt from Council Meeting Minutes – July 19, 2022

23. Notice of Motion – Mayor Jackson – Physician Subsidy

Mayor Jackson explained the meeting with the Physician Recruitment Committee and how a retired recruiter is willing to help the Committee but that we need to support medical students. The motion would be forwarded to the Minister, the Premier, the Prime Minister and all Ontario municipalities.

Discussion included the closing of hospital ERs, people without family doctors, the difficulty for professionals to obtain accreditation to work in our Province, having levels of accreditation to relieve pressure, community health models including nurse practitioners, ideas that the recruiter has and how she recruited 77 doctors.

R-266-2022

It was **Moved** by J. Jackson, **Seconded** by K. Durst and **Carried**

Whereas the Province of Ontario and particularly rural areas such as South Bruce Peninsula, are experiencing a severe shortage of physicians, leaving many people without access to medical care;

And whereas when the Province of Ontario realized the shortage of Personal Support Workers, they took progressive action to support Ontario colleges to provide free tuition for students who agreed to enter into this field of study and work;

And whereas it is recognized that the education costs for a physician can be a deterrent for students contemplating entering the medical field;

And whereas the Town of South Bruce Peninsula has taken steps to support the recruitment of physicians by earmarking money to hire a recruiter, by monetarily supporting a recruitment Committee and by providing money for new physicians to use to set up office space and for housing;

Now therefore be it resolved that the Town of South Bruce Peninsula respectfully requests that the Province of Ontario and Government of Canada recognizes that the shortage in health care workers is not unique to Personal Support Workers but is also relevant to physicians including specialists and general practitioners;

And that in order to support Ontario municipalities and their residents, the Provincial and Federal Governments take steps to provide support and subsidy to students entering

medical school with the intention of becoming practicing physicians in the Province of Ontario and particularly in underserved rural and northern municipalities;

And that the Provincial and Federal Governments work with Canadian universities to increase the number of students accepted into medical school and residency programs;

And that the Province expedites the accreditation process for foreign medical practitioners ;

And further that the Town of South Bruce Peninsula supports whatever protective measures the Provincial and Federal Governments place on the subsidy given to ensure that the students receiving the funding become practicing physicians in the Province of Ontario.



The TOWNSHIP of
NORTH DUMFRIES

2958 Greenfield Road
PO Box 1060
Ayr, ON N0B 1E0

July 15, 2022

RE: Resolution received from the City of Cambridge, regarding Ontario Must Build it Right the First Time

This letter is to advise you that Township Council, at their Council Meeting held on June 27, 2022 adopted the following resolution:

"THAT Township Council support the resolution from the City of Cambridge, regarding Ontario Must Build it Right the First Time:

AND THAT this motion be forwarded to the Ministry of Municipal Affairs and Housing and all municipalities in Ontario."

Please contact the undersigned should you require anything further.

Sincerely,

A handwritten signature in blue ink that reads "Ashley Sage". The signature is written in a cursive style.

Ashley Sage, Clerk
Township of North Dumfries

Encl.

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

June 1, 2022

Re: Motion from Councillor Liggett – Ontario Must Build it Right the First Time

At the Special Council Meeting of May 31, 2022, the Council of the Corporation of the City of Cambridge passed the following Motion:

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

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

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

WHEREAS the draft National Model Building Code proposes energy performance tiers for new buildings and a pathway to requiring net zero ready construction in new buildings, allowing the building industry, skilled trades, and suppliers to adapt on a predictable and reasonable timeline while encouraging innovation;

WHEREAS the Ministry of Municipal Affairs and Housing consulted on changes for the next edition of the Ontario Building Code (ERO #: 019-4974) that generally aligns with the draft National Model Building Code except it does not propose adopting energy performance tiers, it does not propose timelines for increasing minimum energy performance standards step-by-

step to the highest energy performance tier, and, according to Efficiency Canada and The Atmospheric Fund, it proposes adopting minimum energy performance standards that do not materially improve on the requirements in the current Ontario Building code;

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

WHEREAS the City of Cambridge in partnership with area municipalities and utility companies in the Region of Waterloo are actively exploring developing Green Building Standards;

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

THEREFORE BE IT RESOLVED THAT Council request the Province of Ontario to include in the next edition of the Ontario Building Code tiered energy efficiency standards and a timeframe for when higher tiers would become the minimum energy efficiency requirements in the Code, consistent with the draft Tiered National Model Building Code;

THAT Council request the Province of Ontario to adopt a more ambitious tier of the draft Tiered National Model Building Code as a minimum energy efficiency requirement than the tiers currently proposed for the next edition of the Ontario Building Code;

THAT Council request the Province of Ontario provide authority to municipalities to require increased performance in energy efficiency through the implementation of tiered Green Development Standards;

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

AND FUTHER THAT this resolution be provided to the Minister of Municipal Affairs and Housing, to area MPPs, and to all Ontario Municipalities.

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

Yours Truly,



Danielle Manton
City Clerk

Cc: (via email)
Hon. Premier Ford
Ontario Minister of Health, Christine Elliot
Association of Municipalities of Ontario
City of Cambridge Council



758070 2nd Line E
Mulmur, Ontario
L9V 0G8

Local **(705) 466-3341**
Toll Free from 519 only **(866) 472-0417**
Fax **(705) 466-2922**

July 13, 2022

CLIMATE EMERGENCY DECLARATION

At the meeting held on July 6, 2022, Council of the Township of Mulmur passed the following resolution.

Moved by Boxem Seconded by Clark

WHEREAS the impacts of climate change are being felt in Mulmur and will continue to intensify, posing acute and lasting risks to people, business, and natural ecosystems;

AND WHEREAS these risks include, but are not limited to, extreme weather, threats to human health and wellbeing, economic disruption, food and water insecurity, social instability and threats to all other life on earth;

AND WHEREAS Mulmur has a crucial role to play in responding to, changing and mitigating the contributions to climate change through responsible planning and budgeting;

AND WHEREAS Council's Strategic Plan identifies a priority path of "Growing a Sustainable Mulmur: being proactive in sustainable initiatives to ensure the long term well-being of Mulmur";

AND WHEREAS the Township of Mulmur's Official Plan provides a policy for growth management where land use patterns shall "minimize negative impacts to air quality and climate change, and promote energy efficiency";

NOW THEREFORE BE IT RESOLVED THAT Council of the Township of Mulmur declare a Climate Emergency for the purpose of recognizing and deepening our commitment to protecting our economy, ecosystems, and community from climate change;

AND THAT, in response to this Climate Emergency, Council seeks to limit its contributions to the climate crisis, by way of the following actions:

1. That Council review the current Strategic Plan action items for "Growing a Sustainable Mulmur" to reprioritize commitments and identify additional areas to take action.
2. That Council direct staff to identify climate change options at budget time for Council consideration.
3. That Council direct staff to arrange training on climate change and climate lens adaptation to be scheduled in 2023.

AND FURTHER THAT this resolution be forwarded to all Ontario municipalities for their information and potential action.

CARRIED.

Sincerely,

Tracey Atkinson

Tracey Atkinson, CAO/Clerk/Planner
Township of Mulmur



Corporation of the United Counties of Stormont, Dundas and Glengarry

REGULAR COUNCIL MINUTES

July 18, 2022, 9:00 a.m.

Council Chambers, Suite 321, 26 Pitt Street, Cornwall

Members Present: Deputy Warden A. Armstrong, Councillors, S. Byvelds, T. Fraser, K. Gardner, S. Jaworski, F. Landry, J. MacDonald, B. McGillis, D. Smith, J. Wert

Staff Present: CAO Simpson, Clerk Casselman, Director de Haan, Director Young, Manager of Infrastructure Jans

1. Call Meeting to Order by Resolution

Resolution No. 2022-139

Moved by Councillor Smith

Seconded by Councillor MacDonald

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

CARRIED

2. Adoption of Agenda

Resolution No. 2022-140

Moved by Councillor Wert

Seconded by Councillor McGillis

THAT Council approve the agenda.

CARRIED

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Adoption of Minutes

4.1 June 20 & 30, 2022

Resolution No. 2022-141

Moved by Councillor McGillis

Seconded by Councillor MacDonald

THAT the minutes of the meetings, including the in-camera minutes, of the Council of the United Counties of Stormont, Dundas and Glengarry, held June 20 and June 30, 2022, be adopted as circulated.

CARRIED

5. Public Meeting

5.1 Official Plan Amendment No. 13 - Minor Zoning Amendments / Notification Requirements Amendment

5.2 Official Plan Amendment No. 14 - Cannabis Cultivation and Production Amendment

Resolution No. 2022-142

Moved by Councillor MacDonald

Seconded by Councillor Smith

THAT the Public Meeting to consider Official Plan Amendments be opened at 9:02 a.m.

CARRIED

Clerk Casselman stated that there was one member of the public participating in the public meeting in-person. She stated that their name and contact information was recorded as part of the registration process. Clerk Casselman added that should there be members of the public unable to join the meeting who wish to provide comments related to the items considered, or who wish to be notified of the decisions, to send an email to info@sdgcounties.ca.

Director Young stated that the public meeting was a forum for the public and Council to receive information that pertains to the proposed amendments to the Official Plan related to Minor Zoning Amendments/Notification Requirements and Cannabis Cultivation and Production, as well as voice any questions or

concerns regarding the amendments. He stated that the meeting was being held pursuant to Section 17 and Section 21(1) of the *Planning Act*. Director Young presented information regarding the proposed amendments.

Deputy Warden Armstrong permitted questions and comments from the public and Council members. There were no questions or comments concerning Official Plan Amendment No. 13 - Minor Zoning Amendments / Notification Requirements Amendment.

Jacqueline Milner, 19166 Hay Road, Summerstown, spoke to Official Plan Amendment No. 14 - Cannabis Cultivation and Production Amendment. She stated that she was happy to see this item being considered as she had to deal with a cannabis facility close to her home. She spoke to odour concerns with these types of facilities and encouraged definitive wording in the amendment text. Councillor McGillis asked if the facility located near Ms. Milner's home was an indoor or outdoor facility. Ms. Milner stated indoor facility.

Councillor Byvelds stated South Dundas had various challenges on this matter and that he supported strengthening policy at the County level. He added that cannabis was a unique agricultural product and that he endorsed the proposed amendment.

Resolution No. 2022-143

Moved by Councillor McGillis

Seconded by Councillor Gardner

THAT the Public Meeting to consider Official Plan Amendments be closed at 9:18 a.m.

CARRIED

6. Delegations

7. Action Requests

7.1 Corporate Services

7.2 Financial Services

7.3 Transportation

a. Design of Inkerman Bridge Rehabilitation

Resolution No. 2022-144

Moved by Councillor Byvelds

Seconded by Councillor McGillis

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the proposal from Morrison Hershfield to complete the design of the Inkerman Bridge Rehabilitation for a total price of \$59,252.00 plus HST; and

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

CARRIED

b. Design of South Nation River Bridge Rehabilitation

Resolution No. 2022-145

Moved by Councillor MacDonald

Seconded by Councillor Gardner

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the proposal from Jacobs to complete the design of the South Nation River Bridge Rehabilitation for a total price of \$58,490.00 plus HST; and

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

CARRIED

c. Drainage Engineer for County Road 22 Reconstruction

Resolution No. 2022-146

Moved by Councillor Byvelds

Seconded by Councillor Landry

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the proposal from Shade Group Inc. to complete the updates of Engineer's Reports associated with the County Road

22 Reconstruction Project, for a total price of \$54,071.20 plus HST; and

THAT the Council of the United Counties of Stormont, Dundas and Glengarry formally request the Township of North Stormont to appoint Shade Group Inc. as their drainage engineer in accordance with the *Drainage Act*; and

THAT the Director of Transportation Services be authorized to sign all necessary documents to give effect to the contract, contingent on the Township of North Stormont formally appointing Shade Group Inc. as their Drainage Engineer.

CARRIED

d. Authorization to Purchase a Street Sweeper

Resolution No. 2022-147

Moved by Councillor Gardner

Seconded by Councillor MacDonald

THAT the Council of the United Counties of Stormont, Dundas and Glengarry authorize the Director of Transportation to purchase a vacuum street sweeper at an upset cost of \$500,000 plus applicable taxes; and

THAT a compliant unit be ordered through the Local Authority Services (LAS) Municipal Group Buying Program; and

THAT Municipal Modernization Funding be used to offset the cost of this purchase with the balance included in the 2023 budget; and

THAT once delivered and in service, the unit will be used by SDG on behalf of the County and all local municipalities to complete the collective street sweeping across the region on a cooperative, cost-recovery basis.

CARRIED

e. Forestry Coordinator Job Description

Resolution No. 2022-148

Moved by Councillor Byvelds

Seconded by Councillor Smith

THAT the Council of the United Counties of Stormont, Dundas and Glengarry approve the attached job description and salary classification (Job Class) for the position of “Forestry Coordinator”; and

THAT Council authorize the commencement of the recruitment process for an individual to assume this position; and

THAT the County Organizational Chart, Schedule ‘A’ to By-Law No. 5038 (a By-law to set remuneration for non-union staff), and any other relevant documents be amended to reflect the above changes.

CARRIED

7.4 Planning

7.5 Court Services

7.6 County Library

7.7 IT Services

8. Tenders and Quotations

8.1 2022-50-432 – Culvert Lining Tender #2

Resolution No. 2022-149

Moved by Councillor Gardner

Seconded by Councillor Byvelds

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the tender from Edgewater Sewer Services Inc. for Culvert Lining for \$497,610.00 plus HST and authorize the Director of Transportation Services to sign all necessary documents to give effect to the contract.

CARRIED

8.2 Eastman Creek Lining Tender

Resolution No. 2022-150

Moved by Councillor Wert

Seconded by Councillor MacDonald

THAT the Council of the United Counties of Stormont, Dundas and Glengarry direct the Director of Transportation Services to reject the tenders for Eastman Creek Culvert Lining and re-budget/re-tender this project in 2023.

CARRIED

8.3 Supply and Delivery of Propane

Resolution No. 2022-151

Moved by Councillor Smith

Seconded by Councillor Wert

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the rack rate price from W.O. Stinson and Sons plus delivery fee until June 30, 2025 for the supply and delivery of propane for both SDG and the Township of South Stormont.

CARRIED

9. By-laws

9.1 Delegation of Authority – Lame Duck Period

Resolution No. 2022-152

Moved by Councillor Landry

Seconded by Councillor MacDonald

THAT By-law No. 5364, being a by-law to delegate Council's authority for restricted acts after Nomination Day, be read and passed in Open Council, signed and sealed.

CARRIED

9.2 Official Plan Amendment No. 12- ZanderPlan Inc., on behalf of Spencer and Marika Livingston

Resolution No. 2022-153

Moved by Councillor Wert

Seconded by Councillor Smith

THAT By-law No. 5365, being a by-law to adopt Official Plan Amendment No. 12 to the Official Plan of the United Counties of Stormont, Dundas and Glengarry, be read and passed in Open Council, signed and sealed.

CARRIED

10. Consent Agenda

Resolution No. 2022-154

Moved by Councillor MacDonald

Seconded by Councillor Landry

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

CARRIED

10.1 Monthly Activity Summaries

10.2 Monthly Financial Summary

10.3 Township of South Stormont Resolution re: Support for SDG Comments re: Transportation Plan for Eastern Ontario

10.4 County of Frontenac Resolution re: Community Schools Alliance Action Plan and Social and Economic Impact for Small Communities in Ontario

10.5 Hastings County Resolution re: Expanding Amber Alert System

11. Boards and Committees

Council members provided updates on various board and committee activities.

12. Key Information

12.1 Project Updates

Manager of Infrastructure Jans provided an update on Transportation Services projects, including cold-in-place and hotmix asphalt; asphalt recycling; hot mix paving; storm CCTV; Black Creek Bridge; East Castor River Bridge; Ferguson Bridge; culvert replacements and culvert lining contracts; and studies and design activities.

12.2 County Road 34/Main Street, Alexandria Design Update

Director de Haan provided an update on the County Road 34/Main Street, Alexandria Design.

12.3 Official Plan Update

Director Young provided an update on the Official Plan.

Council took a brief recess at 10:47 a.m. The meeting resumed at 10:56 a.m.

13. Motions and Notices of Motions

14. Petitions

15. Miscellaneous Business

16. Unfinished Business Summary

17. Closed Session

Resolution No. 2022-155

Moved by Councillor Landry
Seconded by Councillor Smith

THAT Council proceed in-camera pursuant to Section 239 (2) (e) of the Municipal Act, 2001 - litigation or potential litigation, including matters before administrative tribunals, affecting the municipality: Official Plan Appeal.

CARRIED

Resolution No. 2022-156

Moved by Councillor Jaworski
Seconded by Councillor MacDonald

THAT Council rise from Closed Session and authorize the Director of Planning Services and legal counsel, Joshua Moon, to implement the recommendations contained in the confidential in-camera memo dated July 11, 2022.

CARRIED

18. Ratification By-law

Resolution No. 2022-157

Moved by Councillor Jaworski
Seconded by Councillor Smith

THAT By-Law No. 5366, being a by-law to adopt, confirm and ratify matters dealt with by resolution, be read and passed in Open Council, signed and sealed.

CARRIED

19. Adjournment by Resolution

Resolution No. 2022-158

Moved by Councillor MacDonald
Seconded by Councillor Jaworski

THAT Council adjourn to the call of the Chair.

CARRIED

Deputy Warden

Clerk

DRAFT

July 2022

Township of South Glengarry Bursaries

Dear Mr. Mills:

Thank you very much for your donation to the Char-Lan D.H.S. Bursary Fund. Our students benefit so much because of the generosity of individuals and organizations in this community.

Once again, sincere thanks for your support of our students and our school.

The Char-Lan Graduation Committee



INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry

MEETING DATE: August 2, 2022

SUBJECT: Health and Safety Update

PREPARED BY: James Walker, Deputy Fire Chief/Training Officer

Tim Mills, Chief Administrative Officer



The Township of South Glengarry's Health and Safety leadership, along with the training plan for employees, is overseen by the Deputy Fire Chief/Training Officer, a role established in 2020.

This report is intended to provide Council with an update on some of the Health and Safety initiatives that have taken place since 2020.

Health and Safety Initiatives

- The Health and Safety Policy & Procedures Manual adopted by Council in 2018 was reviewed and updated in July of 2022.
- HR Downloads, an online training platform, has been implemented to train new and current staff with annual Health and Safety asynchronous training. Internal training is offered annually to all new and current staff with focus on their work specific needs.
- The Health and Safety Committee promotes a positive culture within the workplace while identifying and addressing safety concerns.
- Over the past two years, Administration has worked collaboratively with the United Counties of SDG and the Township of North Glengarry to provide consistent and proficient training while maintaining cost effectiveness.
- For best practice and to promote a positive safety culture, while following standards, Health and Safety boards were upgraded and standardized throughout the township buildings in 2019.

Alignment with Strategic Plan:

Goal 3: Strengthen the effectiveness and efficiency of our organization

Goal 5: Improve internal and external communications



CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Stephanie Jaworski

RESOLUTION NO

SECONDED BY

DATE August 2, 2022

WHEREAS the Council of the Township of South Glengarry received and hereby supports the resolution passed by the Municipality of Brighton on June 20, 2022 concerning the Ontario Amber Alert warning system;

AND WHEREAS it is clear that there needs to be an addition to the alert system to allow for law enforcement to send out an alert for vulnerable children who go missing under circumstances that do not involve an abduction but are at serious risk of injury or death;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of South Glengarry urges the the Solicitor General, the Commissioner of the Ontario Provincial Police and the Premier's Office to make the necessary changes to the Amber Alert System and create a new alert called the Draven Alert, which will protect vulnerable children who have not been abducted but are at high risk of danger, injury or death and alert the public that they are missing;

AND THAT this motion be sent to all municipalities across Ontario, the Association of the Municipalities of Ontario, Premier Doug Ford, the Ontario Solicitor General and the Commissioner of the Ontario Provincial Police.

☐ CARRIED

☐ DEFEATED

☐ POSTPONED

Mayor Lyle Warden

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

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 56-2022
FOR THE YEAR 2022**

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

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

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

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

1. **THAT** the action of the Council at its regular meeting of August 2, 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 2ND DAY OF AUGUST 2022.***

MAYOR: _____ **CLERK:** _____